

1. **Date:**
2. **Nature of document: Deed of Sale.**
3. **Parties:**

**Owner:** (1) Dr Shyamal Chatterjee, son of Late Bimal Chatterjee residing at Flat no 3F, 17C, Hindustan Road, P.O. Sarat Bose Road, P.S. – Gariahat, Kolkata – 700029 having **PAN No ACUPC3791N, Aadhar no 4098 6585 8079**, Citizen of India by faith Hindu by occupation Doctor hereinafter referred to as the **Owner/Party of the First Part** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assign) of the **FIRST PART**;

**A N D**

**M/S. NOBLE GRIH NIRMAN PRIVATE LIMITED (PAN NO: AAICS8621A)**, a Pvt Ltd Company incorporated under the Companies Act 2013 having its registered office at 33A Chandranath Chatterjee Street, P.O. and P.S. Bhowanipore Kolkata 700025 represented by its duly authorized Directors/Representative (1) **Mr. Dinesh Sanghvi**, son of Late Gopalji V. Sanghvi, having **Aadhaar Card No. 2117 3047 4698** and **PAN : AVHPS5172K** and (2) **Mr. Harsh Karnani**, son of Surendra Kumar Karnani, having **Aadhaar Card No.** and **PAN : ASEP K0424G**, both working for gain at at 1/3A, Rammoy Road, Bhowanipur, Kolkata-700 025, P.O:- Bhowanipore, P.S:- Bhowanipore, hereinafter called the **DEVELOPER/PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their successor or successors in office and/or assigns) of the **SECOND PART**.

(1) .

**Allottee/Purchaser:** Mr. (PAN:\_\_\_\_\_) son of Mr. \_\_\_\_\_, by occupation Service, faith Hindu, Citizen of India, residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P. S. \_\_\_\_\_, Kolkata – 700 0\_\_\_, of the **THIRD PART**.

3.1 The terms Owner, Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.2 The terms Owner & Promoter shall mean the Transferor.

4. **Background:**

4.1 The Owner herein are the absolute owners of ALL THAT piece and parcel of revenue free land mentioned in the **Schedule-A** (Said Land). The details of Ownership of the 'Said Land' are more fully mentioned in the **Schedule-B**.

4.2 The Second Party herein is a Promoter engaged in the development of real estate properties in Kolkata.

4.3 The Owner has entered into a Registered Joint Development Agreement with the Promoter and have granted Registered Power of Attorney for development of the said Premises. The details of such Registered Development Agreements, Power of Attorneys are morefully mentioned in **Schedule-B1**.

4.4 The plan for development of the Residential building with residential apartments and car parking spaces has been sanctioned by Kolkata Municipal Corporation and based on the said sanctioned Plan, the Promoter has completed construction of the Said Premises "**NOBLE ESSENCE**" and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the sanction plan and CC are mentioned in **Schedule-B2**. The particulars of the project "**NOBLE ESSENCE**" (Said Premises) more fully mentioned in **Schedule-C**.

4.5 By a Sale Agreement morefully mentioned in **Schedule-D** the Owner and the Promoter have sold one Residential Apartment at "**NOBLE ESSENCE**" more fully described in the **Schedule-D1** to the Allottee herein, and by executing and registering this deed of sale the Owner and Promoter are conveying / transferring the said Apartment in favour of the Allottee.

4.6 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the Said Premises, the Promoter has earmarked and allotted the pit parking space, to those

allottees who have applied for the same. The details of the same if allotted are more fully described in the **Schedule-D1**, and as per the plan annexed hereto, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

5. **Interpretations:**

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective Apartment, viz-a-viz total area of the new building / project which will also include proportionate area of the total common area.
- 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
- 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

6. **Subject Matter of Sale/Transfer:** more fully described in **Schedule-D1**.

7. **Now this Indenture witnesses:**

7.1 **Transfer:**

- 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park two medium size road worthy passenger cars in the allotted pit parking space, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule-D1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein

absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

- 7.1.2 Right to use the common area of the Said Premises more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the Said Property, including the common facilities and amenities provided there at.
- 7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule-H**, which shall be covenants running with the said Unit.

## 7.2 Covenants of the Allottee:

- 7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.
- 7.2.2 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.
- 7.2.3 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owners and Promoter.

## 7.3 Covenants and Rights of Transferors:

- 7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Schedule-D1**.
- 7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly

assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

- 7.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within one calendar year from the date of Completion Certificate, issued by the KMC.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Said Premises and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all pit parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the Said Premises “**NOBLE ESSENCE**”, at such consideration or in such manner as thought deemed fit and proper.

7.3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the Said Premises.

7.3.6 The Owner and the Promoter shall transfer the common areas of the project to the Association of the Allottees when the same is formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

**8. Possession:**

Simultaneously upon execution of this deed of sale, the Promoter has handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

**SCHEDULE-A  
(Said Land)  
(Said Premises)**

**All That** piece and parcel of land admeasuring an area of 5 Cottahs and as per physical measurement found to be 5 Cottahs, 5 Chittacks and 40 Sq Ft along with the structures thereupon, situated and lying at Premises No.15/3, Hindusthan Road, P.S. Gariahat, Kolkata-700026, butted and bounded in the manner following:-

ON THE SOUTH : By premises No 15/4, Hindusthan Road;

ON THE NORTH : By 12.2 Mtrs. Wide Hindusthan Road;

ON THE EAST : By 12 feet common passage;

ON THE WEST : By premises No 17A, Hindusthan Road.

**Schedule-B**  
**[Devolution of Title]**

**WHEREAS:**

- A) By a Bengali Bantannama ( Deed of Partition ) dated 15th day of October 1936 made between the said Ahindra Nath Chatterjee and Manindra Nath Chatterjee therein jointly referred to as the Party of the First Part and the said Jyotindra Nath Chatterjee therein referred to as the Party of the Second Part, and registered at the office of the Sub-Registrar Sealdah in Book No. 1 Volume No. 40 Pages 216 to 220 being No 2488 for the year 1936, the said Ahindra Nath Chatterjee, Manindra Nath Chatterjee and Jatindra Nath Chatterjee divided premises no 15 Hindusthan Road, whereby said Ahindra Nath Chatterjee and Manindra Nath Chatterjee were allotted in equal shares All that two storeyed and partly one storeyed building, messuage, tenement, dwelling house, land, hereditaments and premises together with the piece and parcel of revenue free land thereunto belonging whereon and on part whereof the same are erected and built containing an area of 5 Cottahs more or less situated and lying at and being the front portion of premises no 15, Hindusthan Road (now assessed and numbered by the Kolkata Municipal Corporation as premises no 15/3 Hindusthan Road), P.S. Ballygunge (formerly Tollygunge), District South 24 Parganas (morefully described in the Schedule hereunder and hereinafter referred to as the Said Property) together with the perpetual and heritable right to use the 12 feet wide common passage lying on the eastern side of the Said Property and leading to Hindusthan Road in severalty and to the exclusion of the said Jatindra Nath Chatterjee, absolutely and forever.
- B) By an Indenture of Conveyance dated 29.9.1950 made between the said Manindra Nath Chatterjee referred to as the Vendor of the One Part and the said Smt. Chandan Kumari Debi (wife of Ahindra Nath Chatterjee) therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar at Sealdah in Book No 1 Volume No 41 Pages 17 to 24 Being No.1708, for the year 1950 the said Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All that his undivided 1/2nd part or share in the Said Property, more fully and particularly described in the Schedule thereunder written, absolutely and forever.
- C) Hence, the said Ahindra Nath Chatterjee and Smt. Chandan Kumari Debi were jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the Said Property in the following manner.

<b>Owner</b>	<b>Area</b>
Ahindra Nath Chatterjee	2.5 Cottahs

Smt. Chandan Kumari Debi	2.5 Cottahs
Total	5 Cottahs

D) The said Ahindra Nath Chatterjee during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 4th day of August 1955, leaving behind him surviving his widow, Smt. Chandan Kumari Debi his three sons namely Amal Chatterjee, Bimal Chatterjee and Asit Chatterjee and his only daughter Asha Banerjee as his only heirs, heiresses and legal representatives and hence the said Chandan Kumari Debi, Bimal Chatterjee, Amal Chatterjee and Asit Chatterjee who upon his death collectively inherited All that the said Ahindra's property as mentioned below:

<b>Name</b>	<b>Undivided part or share in the said Ahindra's Property</b>	<b>Undivided part or share in the Said Property after receiving Ahindra's share in the Said Property</b>
Bimal Chatterjee	1/3rd	1/6th
Amal Chatterjee	1/3rd	1/6th
Asit Chatterjee	1/3rd	1/6th
Chandan Debi	Nil	3/6th

E) The said Bimal Chatterjee during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 10th Day of November 1985, leaving behind him surviving his mother Chandan Kumari Debi, His widow, Kamala Chatterjee and his two sons namely Shyamal Chatterjee, the Donee herein and Nirmal Chatterjee as his only heirs, heiress and legal representatives, who upon his death collectively inherited All that his undivided 1/6th share in the Said Property, in the following manner absolutely and forever ;

<b>Name</b>	<b>Share received in Bimal Chatterjee Property</b>	<b>Total Share in the Said Property after receiving share of Bimal Chatterjee</b>
Chandan Kumari Debi	1/24th	13/24th
Kamala Chatterjee	1/24th	1/24th
Shyamal Chatterjee	1/24th	1/24th

Nirmal chatterjee	1/24th	1/24th
Amal Chatterjee	NIL	4/24th
Asit Chatterjee	NIL	4/24th

F) The said Chandan Kumari Debi died intestate on the or about 1991 or 1992 leaving behind her surviving her two sons Amal Chatterjee and Asit Chatterjee, her daughter-in-law Kamala Chatterjee and her two grandsons namely Shyamal Chatterjee and Nirmal Chatterjee, and her daughter Asha Banerjee as her only heirs, heiress and legal representatives, who upon her death collectively inherited her 13/24th in the Said Property in the following manner ;

<b>Name</b>	<b>Share received in Chandan Kumari Debi share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Chandan Kumari Debi In the Said Property</b>
Amal Chatterjee	13/96th	87/288th
Asit Chatterjee	13/96th	87/288th
Asha Banerjee	13/96th	39/288th
Kamala Chatterjee as legal representative of Bimal Chatterjee	13/288th	25/288th
Shyamal Chatterjee as legal representative of Bimal Chatterjee	13/288th	25/288th
Nirmal chatterjee as legal representative of Bimal Chatterjee	13/288th	25/288th

G) The said Asha Banerjee died intestate on the 23rd Day of April 2008 leaving behind her surviving her only son Anjan Bandyopadhyay and her two daughters namely Aloka Chatterjee and Kalpana Ganguli as her only heir, heiresses and legal representatives, who upon her death collectively inherited her 39/288th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Asha</b>	<b>Total Share in the Said</b>
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	<b>Banerjee share of the Said Property</b>	<b>Property after receiving share of Asha Banerjee In the Said Property</b>
Amal Chatterjee	NIL	87/288th
Asit Chatterjee	NIL	87/288th
Kamala Chatterjee	NIL	25/288th
Shyamal Chatterjee	NIL	25/288th
Nirmal chatterjee	NIL	25/288th
Anjan Bandyopadhyay	13/288th	13/288th
Aloka Chatterjee	13/288th	13/288th
Kalpana Ganguli	13/288th	13/288th

H) The said Amal Chatterjee died intestate on the 10th Day of April 2012 leaving behind him surviving his widow Manjulika Chatterjee and his only son Chiranjib Chatterjee as his only heir, heiress and legal representatives, who upon his death jointly inherited All that his undivided 87/288th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Amal Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Amal Chatterjee In the Said Property</b>
Asit Chatterjee	NIL	174/576th
Kamala Chatterjee	NIL	50/576th
Shyamal Chatterjee	NIL	50/576th
Nirmal chatterjee	NIL	50/576th
Anjan Bandyopadhyay	NIL	26/576th
Aloka Chatterjee	NIL	26/576th
Kalpana Ganguli	NIL	26/576th

Manjulika Chatterjee	87/576th	87/576th
Chiranjib Chatterjee	87/576th	87/576th

- I) The said Asit Chatterjee died intestate on or about 2017, leaving behind him surviving his four nephews namely Chiranjib Chatterjee, Shyamal Chatterjee, the Donee herein, Nirmal Chatterjee and Anjan Bandyopadhyay and his two nieces namely Aloka Chatterjee and Kalpana Ganguli and his two sister in laws namely Manjulika Chatterjee and Kamala Chatterjee as his only heirs, heiresses and legal representatives, who upon his death collectively inherited All that his undivided 174/576th share in the Said Property, in the following manner, absolutely and forever.

<b>Name</b>	<b>Share received in Asit Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Asit Chatterjee in the Said Property</b>
Chiranjib Chatterjee	87/1728th	348/1728th
Manjulika Chatterjee	87/1728th	348/1728th
Shyamal Chatterjee	58/1728th	208/1728th
Nirmal Chatterjee	58/1728th	208/1728th
Kamala Chatterjee	58/1728th	208/1728th
Anjan Bandyopadhyay	58/1728th	136/1728th
Aloka Chatterjee	58/1728th	136/1728th
Kalpana Ganguli	58/1728th	136/1728th

- J) The said Chiranjib Chatterjee during his lifetime was as Hindu bachelor who died intestate on the 21st day of December 2018, leaving behind him surviving his mother Manjulika Chatterjee as his only heiress and legal representatives, who upon his death inherited All that his undivided 348/1728th share in the Said Property, absolutely and forever.

<b>Name</b>	<b>Share received in Chiranjib Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Chiranjib Chatterjee in the Said Property</b>
Manjulika Chatterjee	348/1728th	696/1728th

Shyamal Chatterjee	NIL	208/1728th
Nirmal Chatterjee	NIL	208/1728th
Kamala Chatterjee	NIL	208/1728th
Anjan Bandyopadhyay	NIL	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

K) The said Manjulika Chatterjee died on the 5th Day of December 2019 after making and publishing here last Will and Testament dated 2nd June 2019 whereby and where under she appointed the Donee herein as her sole Executor and gave devised and bequeathed all her properties including the undivided 696/1728th part or share in the said property to the said Donee absolutely.

<b>Name</b>	<b>Share received in Manjulika Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Manjulika Chatterjee in the Said Property</b>
Shyamal Chatterjee	696/1728th	904/1728th
Nirmal Chatterjee	NIL	208/1728th
Kamala Chatterjee	NIL	208/1728th
Anjan Bandyopadhyay	NIL	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

L) The said Will was duly probated before the Hon'ble High Court Calcutta and Probate being PLA No 81 of 2022 in respect thereof was granted by the said Hon'ble Court to the said Donee herein, the sole executor named in the said Will on the 16th day of March 2023.

M) The said Kamala Chatterjee died intestate on the 1st day of October 2020 leaving behind her, surviving her two sons namely Shyamal Chatterjee the Donee herein and Nirmal Chatterjee as her only heirs and legal representatives, who upon her death

jointly inherited All that her undivided 208/1728th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Kamala Chatterjee share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Kamala Chatterjee in the Said Property</b>
Shyamal Chatterjee	104/1728th	1008/1728th
Nirmal Chatterjee	104/1728th	312/1728th
Anjan Bandyopadhyay	NIL	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

N) The said Anjan Bandyopadhyay died intestate on the 1st day of October 2020 leaving behind him his surviving son namely Indranil Banerjee, as his only surviving heir and legal representative, who upon his death inherited All that his undivided 136/1728th share in the Said Property in the following manner:

<b>Name</b>	<b>Share received in Anjan Bandyopadhyay share of the Said Property</b>	<b>Total Share in the Said Property after receiving share of Anjan Bandyopadhyay in the Said Property</b>
Shyamal Chatterjee	NIL	1008/1728th
Nirmal Chatterjee	NIL	312/1728th
Indranil Bandyopadhyay	136/1728th	136/1728th
Aloka Chatterjee	NIL	136/1728th
Kalpana Ganguli	NIL	136/1728th

O) Thus Shyamal Chatterjee, Nirmal Chatterjee, Aloka Chatterjee, Kalpana Ganguli and Indranil Banerjee became the ultimate owners in the Said Property with the following final share in the Said Property:

- a. Shyamal Chatterjee -126/216th i.e. 2100.000 Square feet
- b. Nirmal Chatterjee - 39/216th i.e. 650.001 Square feet
- c. Aloka Chatterjee - 17/216th i.e. 283.333 Square feet
- d. Kalpana Ganguli - 17/216th i.e. 283.333 Square feet
- e. Indranil Banerjee - 17/216th i.e. 283.333 Square feet

P) Vide a registered Gift deed dated 11.12.2024 executed by Kalpana Ganguli she gifted her 25/288<sup>th</sup> undivided share in the “Said Property” to Shyamal Chatterjee and/or Party of the First Part herein. The said Gift Deed was registered in Book- 1, Volume no 1603-2024, Pages from 546140 to 546159 being no 160330959 for the year 2024 registered at the Office of the DSR – III South 24 Parganas, West Bengal.

Q) Vide a registered Gift deed dated 11.12.2024 executed by Aloka Chatterjee, she gifted her 25/288<sup>th</sup> undivided share in the “Said Property” to Shyamal Chatterjee and/or Party of the First Part herein. The said Gift Deed was registered in Book- 1, Volume no 1603-2024, Pages from 546160 to 546178 being no 160320960 for the year 2024 registered at the Office of the DSR – III South 24 Parganas, West Bengal.

R) Vide a registered Gift deed dated 11.12.2024 executed by Indranil Banerjee, he gifted his 25/288<sup>th</sup> undivided share in the “Said Property” to Shyamal Chatterjee and/or Party of the First Part herein. The said Gift Deed was registered in Book- 1, Volume no 1603-2024, Pages from 546179 to 546199 being no 160320967 for the year 2024 registered at the Office of the DSR – III South 24 Parganas, West Bengal.

S) The said Nirmal Chatterjee executed a Gift deed on 12<sup>th</sup> August 2024 in favour of Shyamal Chatterjee thereby gifting his 17/96<sup>th</sup> share in the “Said Property” to Shyamal Chatterjee. The said Gift Deed was registered in Book- 1, Volume no 1904-2024, Pages from 640139 to 640167 being no 190411836 for the year 2024 registered at the Office of the A.R.A. -IV Kolkata, West Bengal.

T) That due to inadvertent error with regards to undivided share and land area in the above said four gift deeds, vide four registered deed of declaration all dated 8<sup>th</sup> May, 2025 registered at the office of DSR – III, South 24 Parganas, West Bengal, registered in Book no 1, being no (1) 160308460 (2) 160308461 (3) 160308462 (4) 160308463 for the year 2025, the undivided share and land area gifted by all the four donors vide above said gift deeds were rectified as follows:

<b>S. No</b>	<b>Gift Deed No</b>	<b>Name of the Donor</b>	<b>Share in Land as per Gift Deed</b>	<b>Area as per Gift Deed (IN SFT)</b>	<b>Share in Land as per Deed of Declaration</b>	<b>Area as per Deed of Declaration (In SFT)</b>
1	160330959	Kalpana Ganguli	25/288	312.48	17/216	283.333
2	160320960	Aloka Chatterjee	25/288	312.48	17/216	283.333
3	160320967	Indranil Banerjee	25/288	312.00	17/216	283.333
4	190411836	Nirmal Chatterjee	359/1440	898.00	39/216	650.001

Thus after receiving the above said undivided share in the “Said Property”, vide four gift deeds, the Party of the First Part and/or Shyamal Chatterjee became the sole owner of the “Said Property”.

**SCHEDULE – B-1**  
**(Joint Development Agreements and Power of Attorney)**

Party of the First Part, namely Dr Shyamal Chatterjee, for the purpose of the development of the “Said Land”, has entered into a Development Agreement dated 06.04.2025, duly registered at the office of DSR III, South 24 Parganas recorded in Book No 1 Volume No 1603-2025, Page from 208351 to 208392, being No 160308464 for the year 2025 with the Party of the Second Part herein on the terms, conditions and considerations mentioned therein. In terms of the Said Development Agreement, Dr Shyamal Chatterjee i.e. Party of the First Part have also granted a Specific Power of Attorney dated 19<sup>th</sup> December, 2024 in favour of the Promoter, that is Party of the Second Part, registered at the office of DSR III, South 24 Parganas recorded in Book No 1 Volume No 1603-2024, Page from 561959 to 561970, being No 160321531 for the year 2024 for undertaking development of his undivided share in the “Said Land” and also for authorizing to sell Developer’s allocation area in the proposed new building.

**SCHEDULE-B2**  
**(Building Plan and Completion Certificate)**

The Kolkata Municipal Corporation (KMC) has sanctioned a plan for construction of Residential Building comprising of Residential Apartments, car parking spaces and other constructed areas , at Premises No. 15/3 Hindusthan Road Kolkata 700029 within the limits of the Kolkata Municipal Corporation Ward No.85, vide Building Permit being No. 2025080127 dated. 30.01.2026. The Promoter on the basis of above mentioned plan, has completed construction of Said Project “**NOBLE ESSENCE**” and KMC has granted completion certificate bearing No..... dated.....

**SCHEDULE-C**  
**(Said Premises)**

All that the newly constructed predominantly Residential Building “**NOBLE ESSENCE**”, comprising of One Tower consisting of Ground + 4 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 15 / 3 , H i n d u s t h a n R o a d , Kolkata 700029.

**SCHEDULE-D**  
**(Sale Agreement)**

The Owner and the Promoter have entered into a Sale Agreement on \_\_\_\_\_with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Schedule-D1**.

**SCHEDULE-D1**  
**(Subject Matter of Sale)**  
**The Said Unit**

**ALL THAT** the Residential Apartment being No. \_\_\_\_, on the\_\_Floor, measuring Carpet Area sq. ft. (excluding balcony/exclusive open terrace) more or less and corresponding Built-up Area \_\_\_\_\_sq. ft. more or less with facility to park medium size road worthy passenger car, in the allotted \_\_\_\_\_ car parking space, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule-F**, in “**NOBLE ESSENCE**”

at Premises No. 15/3 Hindusthan Road, Kolkata - 700029.

**SCHEDULE - E  
(Consideration)**

Price for the said Unit as described  
in **Schedule-D1**, above

Rs. xxxxxxxxxxx

Total:

Rs. xxxxxxxxxxx

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(Rupees ..... ) only.

**SCHEDULE - F**  
**(Common Areas, Amenities & Facilities)**

1. Driveway
2. Entrance lobby
3. Electrical Meter room
4. Overhead Water Tank
5. Underground Water Reservoir
6. Staircase Overhead
7. Electrical installations
8. Intercom
9. Water distribution pipes all around the building.
10. Drainage & sewage lines.
11. Surveillance facility with CCTV on first floor common areas
12. Sufficient project illumination through compound and street lighting inside the building
13. Energy efficient LED lightning in common areas
14. "Said Land" under the premises.
15. DG Power Back Up

**Schedule G**  
**(Easement & Restrictions)**

All Apartment owners/occupants of the Said Premises including the Owner and Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule-H**.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.

6. The Allottees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

**SCHEDULE -H**  
**(Allottee's Covenants)**  
**Part I**  
**(Specific Covenants)**

**1. The Allottee shall not:**

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the Said Premises, save & except the said Unit and in the
- 1.4 Area of common enjoyment as mentioned hereinbefore in **Schedule - F**.
- 1.5 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.6 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- 1.7 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.8 Place or cause to be placed any article or object in the common area/portion.
- 1.9 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Said Premises and/or the adjoining buildings.
- 1.10 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.

- 1.11 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.12 Let out or part with possession of the allotted Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- 1.13 Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- 1.14 Park car/two wheeler or any car on the pathway or open spaces of the Said Premises, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the Said Premises.
- 1.15 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.
- 1.16 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.17 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Said Premises or other parts of the said Premises.
- 1.18 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.19 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.20 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
- 1.21 Question the quantum of any amount levied upon the Allottee on any

account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.

- 1.22 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
- 1.23 Restrict any of the other owners/occupiers of the Said Premises for the full and unrestricted enjoyment of the Easements described in Schedule-G.

**2. The Allottee shall:**

- 2.1 Co-operate in the management and maintenance of the Said Premises.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said Apartment/unit for residential purpose only.
- 2.4 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project.
- 2.5 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit and the said Premises within 7 (seven) days of being called upon to do so.
- 2.6 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.7 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a

decent manner.

- 2.8 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc. for ingress, egress and for the purpose of which it is meant.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.10 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to the Said Premises or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.11 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Said Premises, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.12 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

## **Part-II**

### (Maintenance of the Said Premises)

1. The Promoter has constructed a residential building called “**NOBLE ESSENCE**” as more fully mentioned in **Schedule-C**.
2. Upon formation of the Association or Body of the allottees/owners of the “**NOBLE ESSENCE**”, all rights and obligations with regard to the Maintenance and Management of “**NOBLE ESSENCE**” shall be transferred by the Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of “**NOBLE ESSENCE**” and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc. including but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non- compliance, if any on part of the said Association in this regard. The said

Association shall further be responsible to extend all necessary co-operations to the Promoter in the matter of change of name in respect of all NOCs, Permissions, and Licenses etc. of the project in the name of the said Association from the Name of the Promoter.

3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Said Premises at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule-F**.
4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
5. The Allottee shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
6. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
7. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
8. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the Said Premises.

### **Part-III (Management & Maintenance)**

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and

gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.

4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the Said Premises.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

#### **Part-IV (Common Expenses)**

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.

4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per mensum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter / Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
  - i. to discontinue the supply of electricity to the "Said Unit".
  - ii. to disconnect the water supply
  - iii. to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
  - iv. to discontinue the facility of DG Power back-up
  - v. to discontinue the usage of all amenities and facilities provided in the said project **"NOBLE ESSENCE"** to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter / Association to realize the due amount from the Allottee.

**Part-V**  
**(Apportionment of Municipal Rates & Taxes & Other Impositions)**

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Allottee of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

**Execution and delivery:**

**IN WITNESS WHEREOF** the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the **OWNER** at  
Kolkata in the presence of:

Executed and delivered by the  
**PROMOTER** at Kolkata in the presence of:

Executed and delivered by the **ALLOTTEE**  
at Kolkata in the presence of:

**Memo of Consideration**

Received the aforementioned sum of Rs...../- (Rupees..... ) only by  
cheques and TDS as full consideration and/or price for sale of the said Apartment/Unit  
from the Allottee.

**(Promoter)**

=====  
DATED THIS    DAY OF    20\_  
=====

BETWEEN

... OWNER

AND

Noble Estates  
... PROMOTER

AND

.....  
... ALLOTTEE

**DEED OF SALE**

Apartment/Unit No. ...,  
"NOBLE ESSENCE"  
15/3, Hindusthan Road,  
Kolkata - 700 029