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भारतीय गैर न्यायिक

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INDIA

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पश्चिमबंग पश्चिम बंगाल WEST BENGAL 02AC .147967

08/05/25
2-125445/25

THIS DEVELOPMENT AGREEMENT is made on This 8th Day of May Two Thousand and Twenty Five (2025)

BETWEEN

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**

NOBLE GRIH NIRMAN PVT. LTD.

Director

- 8 MAY 2025

District Sub-Registrar-III
Alipore, South 24 Parganas

18 NOV 2024

No 3263. Date
Name Noble Grith Nirman Pvt. Ltd.
Address 33A, Chandramath Chatterjee
Rs. 10/- Street, Kol-25.

Pijush Kanti Chakraborty
Licence Stamp Vendor
Alipore Police Court
Kolkata-700 027

South 24-Parganas, Alipore

DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
- 8 MAY 2025

AND

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 **(1) Mr. Dinesh Sanghvi,** son of Late Gopalji V. Sanghvi, having **Aadhaar Card No. 2117 3047 4698** and **PAN : AVHPS5172K** 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**.

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

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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.

Owner	Area
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:

Name	Undivided part or share in the said Ahindra's Property	Undivided part or share in the Said Property after receiving Ahindra's share in the Said Property
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 ;

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Name	Share received in Bimal Chatterjee Property	Total Share in the Said Property after receiving share of Bimal Chatterjee
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 ;

Name	Share received in Chandan Kumari Debi share of the Said Property	Total Share in the Said Property after receiving share of Chandan Kumari Debi In the Said Property
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

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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:

Name	**Share received In Asha Banerjee share of the Said Property**	**Total Share in the Said Property after receiving share of Asha Banerjee In the Said Property**
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:

Name	**Share received in Amal Chatterjee share of the Said Property**	**Total Share in the Said Property after receiving share of Amal Chatterjee In the Said Property**
Asit Chatterjee	NIL	174/576th
Kamala Chatterjee	NIL	50/576th
Shyamal Chatterjee	NIL	50/576th
Nirmal chatterjee	NIL	50/576th

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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 Manujulika 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.

Name	**Share received in Asit Chatterjee share of the Said Property**	**Total Share in the Said Property after receiving share of Asit Chatterjee in the Said Property**
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.

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Name	Share received in Chiranjib Chatterjee share of the Said Property	Total Share in the Said Property after receiving share of Chiranjib Chatterjee in the Said Property
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.

Name	Share received in Manjulika Chatterjee share of the Said Property	Total Share in the Said Property after receiving share of Manjulika Chatterjee in the Said Property
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

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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:

Name	**Share received in Kamala Chatterjee share of the Said Property**	**Total Share in the Said Property after receiving share of Kamala Chatterjee in the Said Property**
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:

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

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Kalpana Ganguli	NIL	136/1728th

O) Thus Shyamal Chatterjee, Nirmal Chatterjee, Aloka Chaterjee, 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 Ganuguli she gifted her 25/288th 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 25/288th 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 25/288th 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 12th August 2024 in favour of Shyamal Chatterjee thereby gifting his 17/96th 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 ....08/05/2025.... registered at the office of DSR – III South 24 Parganas, West Bengal, registered in Book no ....-I.... being no

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(1)..8460.....(2)..8461.....(3)..8462.....(4)..8463.....

.....for the year 2025, the undivided share and land area gifted by all the four donors vide above said gift deeds are being rectified and as such the undivided share and land area of all the four donors being gifted to the Owner Dr. Shyamal Chatterjee is rectified as follows :

S. No	Gift Deed No	Name of the Donor	Share in Land as per Gift Deed	Area as per Gift Deed (IN SFT)	Share in Land as per Deed of Declaration	Area as per Deed of Decalration (In SFT)
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 and the four Deed of Declaration, the Party of the First Part and/or Shyamal Chatterjee became the sole owner of the "Said Property".

The said Owner/Party of the First Part being desirous to develop the "Said Property" for commercial exploitation has decided to develop the "Said Property" through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city, approached the present Developer, who after being prima-facie satisfied with the title documents and related paper has agreed to get the afore "Said Property" developed by constructing a multistoried building thereon on the terms and conditions as stated hereinafter.

The Party of the Second Part being a Developer having experience in construction of building and also having sufficient infrastructure and finance, have agreed to undertake the development of the "Said Property" by constructing multistoried building at the "Said Property" morefully and particularly described in the First Schedule hereunder written in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and as per the specification morefully described in the Second Schedule and as such the Owners/Party of the First Part agreed to appoint the Party of the Second Part as Developer and/or its authorized representative to

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complete the scheme of development of the "Said Property" by constructing the proposed multistoried building on an area sharing/allocation basis as mentioned herein after.

A) **Before execution of this agreement the Owner has represented and assured to the Developer as follows :**

a. That the "Said Property" is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever with a clear marketable title in respect thereof. The developer has prima facie satisfied itself about the marketable Title of the Owner.

b. That excepting the present Owner nobody has any right, title, interest, claim, demand, whatsoever, or howsoever, into or upon the "Said Property" save and except the tenancy of the four tenants occupying a part of the ground floor and entire first floor of the "Said Property".

c. That there is no notice of acquisition or requisition received or pending in respect of the "Said Property".

d. The Owners/Party of the First Part have also given to understand that the "Said Property" do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.

e. The Owners/Party of the First Part have declared to the Developer that he is the absolute Owner and has a clear marketable title in respect of the "Said Property" without any claim, right, title, interest of any other person thereon or therein save and except the tenancy of tenants and the Owners/Party of the First Part has absolute right to enter into this agreement with the Developer and hereby undertakes to indemnify and keep the Developer indemnified against any third party's claims actions and demands, whatsoever, with regard to the title and ownership of the "Said Property".

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f. Presently there is no existing valid agreement with any other person or persons/company or companies in connection with the development/sale/transfer of his right, title, interest in respect of the "Said Property" or any portion thereof at the time of execution of this Development Agreement and that he is free to enter into this Agreement for Development of the "Said Property" with the present Developer.

g. The Owner/Party of the First Part is competent to enter into this Agreement and to carry out his obligations, as mentioned herein.

h. The recitals to the title and other facts relating to and in respect of the "Said Property" herein mentioned are true and factual and the Owner/Party of the First Part has not suppressed and/or obscured anything relating to and in respect of the "Said Property" to the Developer as mentioned herein according to his knowledge.

i. That all statutory taxes, charges and other outgoings if any, including property tax in respect of the "Said Property" are paid, and/or shall be paid by the Owner/Party of the First Part in case of any arrear dues for re-assessment at the time of mutating his name in the records of the KMC.

j. There is no proceeding initiated and pending by the Kolkata Municipal Corporation or any other statutory authorities regarding the existing structure or any part thereof.

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning :-

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a) **OWNER:-** Shall mean 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.**

b) **DEVELOPER** :- shall mean **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 (1) Mr. Dinesh Sanghvi, son of Late Gopalji V. Sanghvi, having Aadhaar Card No. 2117 3047 4698 and PAN : AVHPS5172K and (1) Mr. Surendra Kumar Karnani, son of Late Chand Ratan Karnani Karnani, having Aadhaar Card No 6145 5777 9769 and PAN: AJYPK1604M.

c) **SAID PREMISES/PROPERTY** :- All That piece and parcel of land admeasuring an area of 5 Cottahs as per Deed, however as per physical measurement found to be 5K, 5CHK and 40 Sq Ft along with the structures standing thereupon, situated and lying at Premises No.15/3, Hindusthan Road, P.S. Gariahat, Kolkata-700026, morefully and particularly described in the First Schedule appearing hereunder.

d) **ARCHITECT & CONSULTANT: -** shall mean the architect and other consultant as may be appointed by the Party of the Second Part from time to time and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.

e) **BUILDING PLAN :-** shall mean such plan or plans for the proposed building to be prepared by the Architect for construction of the new building and sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be in respect of the "Said Property".

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f) **BUILT UP AREA** : shall mean and include the built up area of each independent residential unit and internal walls, peripheral walls, columns and such areas which are only within the purview of direct ownership over and above the proportionate share in common spaces, common areas i.e. stair, lift, lobby, stair head room, lift room, electrical and water pump room, caretaker room , common toilet etc.

g) **SALEABLE SPACE** :- shall mean the built up area of the respective unit in the new building as available for independent use and occupation including the proportionate share for common area, facilities, amenities and the space required thereof.

h) **NEW BUILDING and/or MULTISTORIED BUILDING** :- shall mean the new building to be constructed on the "Said Property" in accordance with the plan to be sanctioned by the authorities concerned, as specified in the Kolkata Municipal Corporation ACT 1980 and/or any statutory amendment thereof.

i) **UNIT** :- shall mean any flat/space and other covered area in the new building which is capable of being exclusively owned, used by any unit owner or owners.

j) **CAR PARKING SPACE** :- shall mean the spaces in the portions of the ground floor level whether open/covered/multilevel/pit parking in the proposed new building/Premises expressed or intended to be reserved for parking of motor cars/ scooters/two wheelers.

k) **COMMON AREA** :- shall mean all the common areas earmarked for common use of all the unit owners in the proposed new building, more fully and particularly described in the Fourth Schedule appearing hereinafter.

l) **THE OWNER'S ALLOCATION** : Shall mean the residential unit/s having a total saleable area measuring about 3000 SFT, subject to sanction of 10000 SFT of Built Up Area by the KMC for the proposed new building

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along with 2 Car Parking spaces. However if the total sanctioned built up area is less than 10000 SFT, in such event the saleable space to be allotted to the Owner shall also be reduced proportionately. The Owner would be given preference to choose the floor in the proposed new building towards his allocation area. In case any residual area remains to be allotted or there is extra area that has been allotted to the Owner, the value of the difference for such residual/extra area can be settled at a mutually agreed rate between the Owner and Developer.

m) **Refundable security deposit amount** : The Developer has paid a sum of INR 39,33,000/- (INR Thirty Nine Lakhs and Thirty Three Thousand only) to the sisters of the Party of the First Part/Owner for transfer of their share in favour of the Party of the First Part.

The above said amount of Rs. 39,33,000/- shall be considered as interest free refundable security deposit amount, and the party of the First Part shall refund the said amount to the party of the Second Part on or before taking the possession of Owner's allocation area in the proposed new building

n) **THE DEVELOPER'S ALLOCATION** : Shall mean all the remaining constructed area and car parking space after allotting the Owner's allocation area as mentioned above in the proposed new building.

o) **PURCHASER** :- Shall mean any person or entity who intends to purchase and/or acquire any unit in the proposed new building.

p) **COMMON AREAS, FACILITIES AND AMENITIES** :- shall mean and include all covered and open spaces, save and except built up area of each unit and car parking spaces attached thereto comprised in the proposed new building which shall be for common use and purpose of all the unit owners, including all the amenities and facilities provided in the said new building.

q) **TRANSFER** with its grammatical variations shall include transfer by sale, lease or other means including by delivery of possession and by any other means adopted for effecting what is understood as a transfer of

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unit in a multi-storied building to purchaser thereof and will include the meaning of the said term as defined in the Income Tax Act, 1961 and the Transfer of Property Act.

r) **NOTICE** :- shall mean and include all notices to be served hereunder by either of the parties to the other by registered post with acknowledgement due at the last known address of the parties hereto.

s) **ASSOCIATION** :- shall mean an association to be formed and registered under the West Bengal Apartment Onwership Act by all the unit Owner/Owners in the proposed new building for the purpose of the maintenance of the common area after the new building is completed.

t) **TOTAL DEVELOPMENT COSTS** – shall mean the aggregate of all costs, fees, and expenses wholly and exclusively to be spent or incurred by the Developer till completion of the development of the "Said Property".

u) **SPECIFICATION** :– shall mean the specification and/or materials to be used for construction, erection and completion of the proposed new building as may be recommended by the Architect/Structural Engineer from time to time more fully described in **Second Schedule** hereto.

v) **FORCE MAJEURE** :- shall mean any event which (i) is beyond the reasonable control of the party claiming to be affected by such event, (ii) has not been brought about at the instance of such Party and (iii) has caused non-performance or delay in the performance of a material obligation of this agreement and includes without limitation acts of God, riots, civil disturbances, strikes, pandemic, insurrection, war, landslides, lightning, earthquakes, fires, storms, unusual floods, droughts, and other natural disasters but shall not include any event caused by the Party's negligent or intentional acts, errors or omissions or by any material breach or default under this agreement.

w) **OUTGOINGS** :- shall mean all rates, taxes, charges for the utilities including electricity charges and other outgoings in respect of the "Said Property".

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x) **ADVOCATE** : Shall mean Mr. Narendra Nath Chakravarty, having office at 82/1 Beltala Road, Kolkata – 700025.

y) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

2) The Developer has represented that they are prima facie satisfied with regards to the title of the property. The Developer, however, reserves its right to cause all necessary further searches at its own costs with regard to the marketable title of the afore "Said Property" and also to take out publication in newspapers with regard to the title and/or any other claim in respect of the "Said Property". However, the Owner/ Party of the First Part hereby undertakes to keep the Developer indemnified against all third party's claims if any, with regard to the title in respect of the "Said Property" and further undertakes not to create any encumbrances on the "Said Property" or on any part thereof.

3) That in the circumstances, consideration, the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the parties hereto with regards to the Development of the "Said Property" by constructing a new multi-storeyed building thereupon by the Developer at its own costs and efforts and sharing and handing over the Owner's allocation area to the Owner, the Owner/Party of the First Part have agreed to grant exclusive right of development to the Developer in respect of the "Said Property" by constructing new building thereupon in terms of this agreement.

4) That in consideration of the Developer agreeing to bear the total cost towards the construction of the proposed new building (including Owner's allocation thereof), the Owners/Party of the First Part agreed to sell, convey and/or transfer the proportionate share of land attributable to the Developer's

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allocation in the proposed new building in favour of the Developer or its nominee or nominees and the Developer shall be entitled to receive the entire consideration money thereof (of its allocated portions), in terms of this development agreement.

5) The Developer has represented to the Owner/Party of the First Part that they have sufficient financial capability and support to complete the project.

6) If permitted under the law and the Developer constructs additional area on the additional floor after obtaining necessary sanction and/or approval from the Kolkata Municipal Corporation, in such case such additional area shall also be shared between the Owners/Party of the First Part and the Developer in the same ratio i.e. 45% : 55% respectively. However the cost for obtaining the sanction of such additional area, including out of pocket expenses for the same, shall also be borne and paid by the Owners/Party of the First Part and Developer proportionately in the same ratio as mentioned above. In such event the ultimate roof of the proposed building shall remain common between the Owners and the Developer and/or their nominee or nominees.

7) **SETTLEMENT WITH EXISITNG TENANTS:**

It is agreed between the Owner and Developer that the Developer shall be liable and/or responsible for settlement with all the existing tenants in terms of the amount payable or area to be allotted in the proposed new building for settlement with all the existing tenants.

Since the developer has agreed to pay the total amount towards the consideration for settlement with the existing tenants, It is further agreed between the parties that in lieu of the same and also for accounting purpose, the owner shall accept the assignment /nomination of the tenancy rights of all the existing tenants in favour of the Developer and/or its nominees.

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8) **DEVELOPER'S OBLIGATION :**

It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

a) The Developer shall take all the necessary steps as required for obtaining the sanction plan from the Kolkata Municipal Corporation including appointing the architect and other necessary agencies at its own costs and efforts and shall endeavor to obtain the sanction plan within 6 months from the date of this agreement.

b) That the Developer shall demolish the existing structure within three months from the date of obtaining the vacant possession thereof from the owner and/or the tenants or within three months of receiving the sanction plan whichever is later and subsequently shall commence the construction work for the new building.

c) That the Developer shall complete the construction of the proposed building within **30 (thirty) months** from the date of commencement of construction of the proposed building, however if required, in case the Developer is unable to complete the construction within the said period of **30 (thirty) months**, the same will be extended for a grace period of six months i.e. to complete the proposed new building in all respect within **36 months**, from the date of commencement of the work for the proposed building.

However in case developer fails to complete the proposed building in all respect within the total period of 36 months (including the grace period of 6 months) in such event Developer shall pay the compensation amount as liquidated damages to the Owner/Party of the First Part for the total delayed period beyond 36 months as per WB - RERA.

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d) That after obtaining the completion certificate of the proposed new building from KMC, the Developer shall provide a photocopy of the same to the Owner/Party of the First Part, along with the structural stability certificate issued by the Structural Engineer of the Project.

e) That not to transfer and/or assign the benefit of this Agreement or any portion thereof without the Owner's consents in writing.

f) That it shall be the responsibility of the Developer to construct the area in conformity with the bye-laws of the authorities concerned for commercial benefit of the "Said Property" with modern style and utilizing permissible FAR as per normal rules of the Kolkata Municipal Corporation.

g) The Developer shall take necessary steps for getting the electricity connection, installation of Generator set, EPABX and CCTV system, apportionment of KMC taxes etc. of the units in the proposed building, and the cost for obtaining all the aforesaid facilities, amenities and work, the Extra Development Charges (EDC) including the applicable GST thereupon shall be paid and borne by both the Parties and/or their nominees, proportionate to their respective share/unit in the proposed new building and 'Said Premises' morefully described in the Fourth Schedule.

h) That the Developer, on completion of the proposed new building, shall maintain the said building for initial first year by collecting advance maintenance charges from all the unit owners including from the Owner and/or his nominee and subsequently shall hand over the maintenance of the new building to the Owner's association on formation thereof.

i) That the Developer shall collect the Sinking Fund/Corpus Fund equivalent to 12 months maintenance charges from all the ultimate owners of the units, including the Owner herein, in the proposed new

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building and shall transfer the said fund to the Owner's association upon formation and registration of the same.

j) That the time stipulations as mentioned in several clauses of this Agreement shall be the essence of the contract.

10. That the Developer shall construct and complete the said Multistoried Building as per sanctioned plan and specifications as per **Second Schedule** as already agreed upon and shall undertake full responsibility and the Owner/Party of the First Part shall not be responsible and shall be indemnified by the Developer for any incident and/or accident which may occur in the said premises during the construction activities and/or for faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owner/Party of the First Part fully indemnified at all times against any loss or damage which may be caused to the Owner/Party of the First Part or any third party for the same.

11. **THE DEVELOPER FURTHER AGREES :**

a) That subsequent to receiving the sanction plan the Developer shall pay all municipal taxes, rates and other outgoings in respect of the "Said Property" till the completion of the new building and apportionment of each unit in the record of KMC.

b) To provide a photo copy of the sanction plan to the Owner within 15 days from the date of obtaining the same.

c) To form and register the Owners' Apartment Association, for all the ultimate owners of the units in the proposed new building.

d) The Developer agrees not to deliver possession of the units out of its allocation to anybody before delivery of possession of the Owner's allocation in the proposed building and/or before the expiry of the

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period of notice of 15 days in writing to the Owners/Party of the First Part for taking such delivery of possession.

e) That to get this Development Agreement and Power of Attorney registered before the Appropriate Registering / statutory Authority and to bear all the expenses including stamp duty and registration fees thereof.

f) The Developer shall make up/rectify at its own cost if any deficiency/defect reported by the Owner/Party of the First Part as per RERA applicability. Provided such guarantee will not be extended in case of any work or modification made by the Owner/Party of the First Part in his allocation, subsequently because of any such work or modification carried out by the Owner.

12. **THE DEVELOPER SHALL BE ENTITLED :**

To offer, negotiate and enter into agreement for sale with prospective buyers and accept advance and/or part consideration money for the disposal of Developer's allocation as it may think fit and proper from all such person or persons of its choice, without any interference from the Owner/Party of the First Part provided however consideration money so collected shall be the liability of the Developer.

13. **THE OWNER AGREES :**

a) To provide a clear marketable title in respect of the "Said Property" free from all encumbrances, charges, liens, attachments, lispendents, whatsoever, to the full satisfaction of the Developer.

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b) The Owner/Party of the First Part shall provide the necessary information and/or the documents if required by the Solicitor of the Developer in respect of the title due diligence of the "Said Property"

c) To pay all municipal taxes, rates and other outgoings upto the date of obtaining the sanction plan and till the area occupied by the tenants getting vacated by the Developer. The taxes may include any enhancement on account of General Revaluations and Unit Area Assessment for the mutation of his name in the record of KMC.

d) Subject to Clause 18 (g), to grant a registered power of attorney to the Developer for doing all acts, deeds and things as may be required for the development of the "Said Property" including the booking, selling execution and registration of Agreement for Sale with the prospective purchasers in respect of the Developer's allocation area. In the Said Power of Attorney, the Owner shall also grant Power to the Developer for registration of Conveyance Deed in favour of the prospective purchasers of Developer's allocation area, for transfer of proportionate undivided share of land, which shall be effective only after obtaining the Completion Certificate of the Project by the Developer and handing over of Owner's allocation area in terms of this Agreement or any other Supplementary agreement that may be entered subsequently between the Owner and Developer.

e) That after completion of the proposed new building and handing over of the Owner's allocation area, the Owner/Party of the First Part shall handover all the original title documents of the property to the registered Owner's Association, as and when formed though the Developer against the proper accountable receipt thereof.

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f) To co-operate with the Developer for construction and completion of the New Multistoried Building at the "Said Property" in terms of this agreement.

14. **THE OWNER/PARTY OF THE FIRST PART HAS FURTHER AGREED AS FOLLOWS:**

a) Not to sell, transfer, alienate or encumber his right over the "Said Property" except his allocation (Owner's share) in the proposed New Multistoried Building subject to the terms of this agreement.

b) Not to cause any obstruction or interference in the bonafide construction erection and completion of the New Multistoried Building on the "Said Property" by the Developer.

c) That in case of demise of the Owner, his legal heirs shall be substituted in this Agreement and shall be treated as Owner in place of the deceased person, and such legal heirs are bound to comply with all the obligations and responsibilities of the Owner's in terms of this Agreement.

15. The Developer is prima facie satisfied with the clear marketable title of the Said Premises, however in future for any claim/dispute with regards to the clear marketable title of the Said Premises is raised, in such case, for whatsoever reason the Owner is unable to provide a clear marketable title of the "Said Premises",and development of the Said Premises is not possible, in such case the Developer and/or its nominees shall continue to be tenant having the tenancy rights under the Owner for their respective existing units.

16. In the event of the construction work of the proposed new building being delayed and/or destroyed due to the reasons amount to Force Majeure as per clause 1(V), the Developer shall not be treated in default and shall not be held responsible for delay in completion of the new building beyond a period of **36** months.

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17. Both Owner and Developer shall be entitled to deal with or to dispose of their respective allocation area in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

18. **MUTUAL OBLIGATIONS AND MISCELLANEOUS :**

a. The Owner and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said New Building or buildings at the said premises.

b. The Owner have given a registered Specific Power of Attorney dated 19.12.2024, registered at Office of the DSR – III, south 24 Parganas, Registered in Book-1, Volume No 1603-2024, Pages from 561959 to 561970 being number 160321531 for the year 2024, to the Developer for doing all the acts, deed and things for mutation of the Owner's name in the record of KMC, to negotiate and settle with the existing tenants and also for obtaining the proposed sanction plan from the KMC in respect of the "Said Property".

c. The Owner and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of their respective allocations in the proposed new building to be constructed at the "Said Property".

d. The Owner and the Developer hereby agrees and covenants with each other to execute and register all documents related to sale/transfer of respective allocations in the said proposed new building at the "Said Property".

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e. This Agreement commences and shall be deemed to have commenced on the date of execution and registration of this Development Agreement.

f. It is agreed between the parties, that both Owners and Developer shall be responsible and/or liable for payment of GST and other statutory taxes and charges as may be applicable for their respective allocation area in the proposed new building, as per applicable laws.

g. That it is agreed between the parties, after obtaining the sanctioned, plan and before dealing with any unit, a registered supplementary agreement shall be executed between the parties demarcating and recording the respective allocation area and common area on the photo copy of the sanction plan, duly colored, in the proposed new building and also to record further terms and conditions as may be mutually agreed between the parties.

h. Nothing contained herein shall constitute a partnership between or joint venture by the parties hereto and the parties herein are entering into these presents on principal to principal basis.

i. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the "Said Property" or any part thereof to the Developer or as creating any title and interest in respect thereof to the Developer other than granting exclusive right to the Developer to develop and commercially exploit the "Said Property" in terms hereof and to deal with the Developer's allocation in the proposed new building to be constructed thereon in terms of this agreement.

j. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.

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k. The name of the said New Building shall be decided by the Developer in consultation with the Owner.

l. That after delivery of possession of the afore "Said Property" now under the occupation of the Owner and/or tenants to the Developer, the Owner shall not create any encumbrances and / or liens in respect of the property and the Developer's exclusive right for development of the afore "Said Property" shall not in any way be affected, so long this agreement remains subsisting.

m. The Developer on completion of the proposed building shall cause the formation and registration of Apartment Owners Association for maintenance of the proposed new building and the ultimate Owner of all the units including the Owner/Party of the First Part herein or their nominee or nominees shall become members of the said Association and shall be abide by the Rules and Regulations framed thereof and shall also pay proportionate cost of formation of such Association.

n. The Owner and/or his nominee/s, shall be liable to pay the extra development costs (EDC) @ Rs 150/SFT plus applicable GST on total Owner's allocation area for additional features and/or facilities to be provided in the building as specified in the **Fourth Schedule** hereunder written.

Apart from the above said EDC amount, the Owner and Developer and/or their nominees shall be responsible to pay @ 300/SFT (on saleable area) plus applicable GST thereupon, for providing VRV Air Conditioning System for each unit, however this will be optional for the Owner.

o. That it is agreed between the parties, during the construction of the proposed new building, the Owner shall have the right of periodical inspection of the same either by himself or by his representatives or

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any engineer or architect to be appointed by him and any suggestion thereof with regard to the quality of the material to be used in the said building and/or in connection with the construction thereon shall be adhere to and/or complied with by the Developer in consultation with it's architect/civil engineer.

p. Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such, in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the remaining provisions hereof, which shall continue to be valid and binding, and the Parties shall negotiate in good faith to substitute the obligation/provision determined as being invalid or unenforceable, with such an obligation/provision which is as close as possible to the original intent of the Parties.

q. In case because of any technical reason if the demarcation of the exact allocation area of either party is not possible, in such event which-ever party is receiving more area, shall pay to the other party at the then booking price of the flat/**unit** and car parking space.

r. This Agreement set-forth the entire agreement and understanding between the Parties relating to the land and the project to be Developed there upon and supersedes all prior discussions, understanding and agreements in writing and/or verbal.

19. It is further agreed between the parties that for the purpose of proper implementation of the terms and conditions of this Development Agreement and/or to enable the Developer for commercial exploitation of the Developer's

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allocation in the afore "Said Property", the Owner/Party of the First Part has agreed to execute such other or further document or documents as and when found necessary by the said Developer. However all the cost for the execution of such further documents shall be borne and paid by the Developer only.

20. **ARBITRATION :**

In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms herein contained, the same shall be settled amicably between the parties hereto, if the same is not settled then the matter will be referred to a mutually acceptable sole Arbitrator, and the decision of the such sole Arbitrator will be binding upon the parties hereto and/or same will be proceed according to law or as per provision of Arbitration and Conciliation Act.1996 as amended upto date.

21. The Courts within jurisdiction of the Calcutta High Court, alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto. The venue of the Arbitration shall be at Kolkata

THE FIRST SCHEDULE PART "A" AS REFERRED TO ABOVE :

All That piece and parcel of land admeasuring an area of 5 Cottahs and as per physical measurement found to be 5K, 5CHK and 40 Sq Ft alongwith 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 NORTH	: By 12.2 Mtrs. wide Hindusthan Road
ON THE EAST	: By 12 feet common passage
ON THE SOUTH	: By premises No 15/4, Hindusthan Road
ON THE WEST	: By premises No. 17A, Hindusthan Road

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THE SECOND SCHEDULE AS REFERRED TO ABOVE :

(GENERAL SPECIFICATION)

Building/Structures	:	RCC frame work as suggested by the Structural Engineer.
Walls	:	Brick masonry: with good quality clay bricks or fly ash Bricks, all outer walls 8" and inner walls 5" & 3"thick. All interior walls and ceiling will be of cement plaster of requisite thickness and with plaster of paris. All exterior walls including chazzas, bonds, cornices will have cement plaster and shall be finished with cement base paints, colour of standard make and shed.
Windows	:	Aluminium window with glass panes.
Doors	:	a. With Malasian sal frame and factory made flush doors shutters inside flats, with good quality hardware fittings and locks. b. Main gate to be A-1 quality wooden door with French polished from outside and fitted inside with Godrej night latch, peephole and call bell as per design and quality approved by the Architect.
Kitchen	:	Vitrified Tiles flooring and granite cooking table top with stainless steel sink etc. and dado upto 2'-6" with glazed tiles in the walls.
Toilets	:	Anti skid ceramic tiles in flooring and designer glazed tiles upto door height with number one quality UPVC/ G.I. pipe for hot and cold water lines and geyser point and geyser line. All toilets will be provided with concealed pipes, white porcelain basin, western type commode with cistern. All sanitary fittings shall be of brass with C.P. finish.
Flooring & Skirting	:	Vitrified tiles in all other areas with 4" skirting all around.
Electricity	:	Concealed conduit piping with copper wire for circuit wiring along with internal T.V. & Telephone connection provisions. Separate concealed wiring of adequate size of insulated

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copper wire shall also be provided for power circuits to be used for Air-conditioners micro wave oven etc.

1) 2 Nos. light points, 1 no. fan point and 1 no. 5 Amp. Socket point with control switches in switch board in each room and one power point (15A) with Control Switches.
2) Drawing/Dining Hall shall have 4 Nos. light points,2 nos. fan points, 5 Amp Socket point and one power point (15A) with Control Switches.
3) Kitchen shall have 2 nos. light points, 1 no. 15 Amp socket point for chimney, 1 no. 5 Amp socket point in the board and 1 Power point (15A) with controlling switches.
4) Toilet shall have 2 nos. light point, 1 no. Geyser point and one exhaust fan point.
5) Stair case shall have 1 no. light point in each landing area.
6) One call bell point for each flat.

Water Arrangement	:	From underground reservoir tank by pump to overhead reservoirs for continuous water supply.
Interior & Exterior	:	Cement plaster will be provided on the walls with required thickness of plaster of paris inside the flats. Outside wall will be provided with Cement based paint (snowcem). All exposed/unexposed pipes will be painted as per colour scheme approved by the Architect /Engineer.
Roof Finish	:	Roof tiles will be provided on the flooring of the roof of the building after proper water proofing treatment.
Boundary wall & light	:	The entire area of the plot will be butted and bounded by boundary of 7 feet height or as per recommendation of

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Architect with main gate.

Lift : Lift as per required capacity of reputed brand.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Common Areas and Installations)

1. Entrance and exit of the building.

2. Boundary walls and main gate.

3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any flat/unit).

4. Staircase and lobbies on all floors and underground water reservoir, overhead tank together with common right over the ultimate roof of the proposed building.

5. Electric Meter Room, electrical wiring and other fittings (excluding only those installed inside of any flat/unit and/or exclusively for its use.

6. Water pump, water reservoir, together with all common plumbing installation for carriage of water (save only those exclusively within and for the exclusive use of any flat/unit) together with the roof of the building and separated area for common installations.

7. Such other common parts, area, equipment installation, fittings, fixtures and space in or about the land and the building as may be necessary for passage and/or user in common by the Owners.

8. Security Room and/or Common toilet on the ground floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Extra development charges)

The Owner and/or her nominees shall have to pay the costs of additional features and/or facilities to be provided in the building. The Owners shall pay an amount of Rs

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150/Square feet on total Owners allocation area plus applicable GST on account of EDC. The EDC would cover the cost of the following:

- Proportionate costs and charges of CESC service line, common meter.
- Costs of formation of the Association for management and maintenance of the new building.
- Proportionate costs of the insurance of the building, if any.
- Proportionate cost for apportionment of taxes for each unit and common area of the building, including mutation of transferee's name in the record of KMC.
- Proportinate cost of CCTV/EPBX facilities.

It is expressly understood and agreed that in case the exact liability on the heads, as mentioned herein before cannot be quantified then in such case the Owner/Party of the First Part shall make payment according to the reasonable estimation furnished by the Party of the Second Part/Developer.

All the amounts along with the applicable GST as mentioned herein before shall be paid by the Owner/ Party of the First Part and/or the respective Purchasers of all the flats/units in the proposed new building before taking possession of the said units within 7 days on demand made either by the Party of the Second Part/Developer or by the Owner/Party of the First Part and such payment shall not carry any interest.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE OWNER/PARTY OF THE
FIRST PART
AT KOLKATA IN PRESENCE OF :

Shyamal Chakraborty

(OWNER/PARTY OF THE FIRST PART)

Sreemoyee Kanal Kalyan
1/3A Ramanoy Road
Kolkata-700025

SIGNED, SEALED AND DELIVERED BY THE
DEVELOPER/PARTY OF THE SECOND
PART AT KOLKATA IN PRESENCE OF :

NOBLE GRIH NIRMAN PVT. LTD.

Director

1. DINESH G SANGHVI

Sreemoyee Kanal Kalyan
1/3A Ramanoy Road
Kolkata-700025

Prepared by me

BAPI DAS
Advocate
Alipore Police Court
Kolkata-700 027
Regd.No.:-WB-613/2001

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MEMO OF CONSIDERATION

Received a total sum of Rs 39,33,000/- (Rupees Thirty Nine Lakhs Thirty Three Thousand only) from the aforesaid Developer as interest free refundable security deposit as per memo given below :

	Amount
i. By DD/Payorder No. 206121 dated 10.12.2024 drawn on HDFC BANK. in favour of Kalpana Ganguli	INR 19,66,500/-
ii. By DD/Payorder No. 206122 dated 10.12.2024 drawn on HDFC BANK in favour of Aloka Chatterjee	INR 19,66,500/-
Total Amount (Rupees Thirty Nine Lakhs Thirty Three Thousand only Only)	**INR 39,33,000/-**

Witness :

1. Sunetra Kanoi Kalman
   1/3A Rammoy Road
   Kolkata. 700025
2. (DEBOJYOTI GHOSH)
   1/6/L.M.L. Gupta Rd.
   Kolkata-700008

1. Shyamal Chatterjee

(OWNERS/PARTY OF THE FIRST PART)

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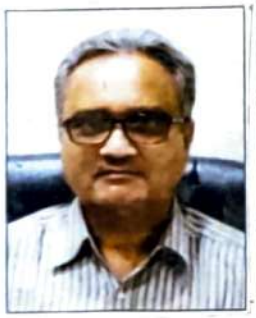
	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....SHYAMAL CHATTERJEE.....

Signature.....Shyamal Chatterjee.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....DINESH SANGHVI.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name.....

Signature.....

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Major Information of the Deed

Deed No :	**I-1603-08464/2025**	**Date of Registration**	**08/05/2025**
Query No / Year	**1603-2001254455/2025**	**Office where deed is registered**	
Query Date	**06/05/2025 8:20:01 PM**	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 39,33,000/-]	
Set Forth value		Market Value	
		Rs. 3,32,81,947/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,031/- (Article:48(g))		Rs. 39,383/- (Article:E, E, B, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hindusthan Road, , Premises No: 15/3, , Ward No: 085 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		5 Katha 5 Chatak 40 Sq Ft		3,32,81,947/-	Property is on Road
	Grand Total :				**8.8573Dec**	**0 /-**	**332,81,947 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Dr SHYAMAL CHATTERJEE Son of Late BIMAL CHATTERJEE Executed by: Self, Date of Execution: 08/05/2025 , Admitted by: Self, Date of Admission: 08/05/2025 ,Place : Office	 08/05/2025	Captured LTI 08/05/2025	08/05/2025

	Flat No: 3F, 17C, Hindusthan Road, City:- , P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: IndiaDate of Birth:XX-XX-2XX5 , PAN No.:: ACxxxxxx1N, Aadhaar No: 40xxxxxxxx8079, Status :Individual, Executed by: Self, Date of Execution: 08/05/2025 , Admitted by: Self, Date of Admission: 08/05/2025 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**NOBLE GRIH NIRMAN PRIVATE LIMITED** 33A, Chandra Nath Chatterjee Street, City:- , P.O:- BHOWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr DINESH SANGHVI (Presentant) Son of Late GOPALJI SANGHVI Date of Execution - 08/05/2025, , Admitted by: Self, Date of Admission: 08/05/2025, Place of Admission of Execution: Office		Captured	
		May 8 2025 11:21AM	LTI 08/05/2025	08/05/2025
	1/3A, Rammoy Road, City:- , P.O:- BHOWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX5 , PAN No.:: AVxxxxxx2K, Aadhaar No: 21xxxxxxxx4698 Status : Representative, Representative of : NOBLE GRIH NIRMAN PRIVATE LIMITED (as AUTHORISED DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BAPI DAS Son of Late SUNIL DAS ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		Captured	
	08/05/2025	08/05/2025	08/05/2025
Identifier Of Dr SHYAMAL CHATTERJEE, Mr DINESH SANGHVI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Dr SHYAMAL CHATTERJEE	NOBLE GRIH NIRMAN PRIVATE LIMITED-8.85729 Dec

Endorsement For Deed Number : I - 160308464 / 2025

On 08-05-2025

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

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

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

Presented for registration at 11:16 hrs on 08-05-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr DINESH SANGHVI ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,32,81,947/-

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

Execution is admitted on 08/05/2025 by Dr SHYAMAL CHATTERJEE, Son of Late BIMAL CHATTERJEE, Flat No. 3F, 17C, Road: Hindusthan Road, , P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Professionals

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-05-2025 by Mr DINESH SANGHVI, AUTHORISED DIRECTOR, NOBLE GRIH NIRMAN PRIVATE LIMITED (Private Limited Company), 33A, Chandra Nath Chatterjee Street, City:- , P.O:- BHOWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39,383.00/- (B = Rs 39,330.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 39,351/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/05/2025 12:33PM with Govt. Ref. No: 192025260053507688 on 07-05-2025, Amount Rs: 39,351/-, Bank: SBI EPay (SBIePay), Ref. No. 9101484998913 on 07-05-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 75,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 3263, Amount: Rs.10.00/-, Date of Purchase: 18/11/2024, Vendor name: P K CHAKRABORTY
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/05/2025 12:33PM with Govt. Ref. No: 192025260053507688 on 07-05-2025, Amount Rs: 75,021/-, Bank: SBI EPay (SBIePay), Ref. No. 9101484998913 on 07-05-2025, Head of Account 0030-02-103-003-02

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Endorsement For Deed Number : I - 160308464 / 2025

On 08-05-2025

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

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

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

Presented for registration at 11:16 hrs on 08-05-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr DINESH SANGHVI ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,32,81,947/-

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

Execution is admitted on 08/05/2025 by Dr SHYAMAL CHATTERJEE, Son of Late BIMAL CHATTERJEE, Flat No: 3F, 17C, Road: Hindusthan Road, , P.O: SARAT BOSE ROAD, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Professionals

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 08-05-2025 by Mr DINESH SANGHVI, AUTHORISED DIRECTOR, NOBLE GRIH NIRMAN PRIVATE LIMITED (Private Limited Company), 33A, Chandra Nath Chatterjee Street, City:- , P.O:- BHOWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr BAPI DAS, , , Son of Late SUNIL DAS, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 39,383.00/- (B = Rs 39,330.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 39,351/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/05/2025 12:33PM with Govt. Ref. No: 192025260053507688 on 07-05-2025, Amount Rs: 39,351/-, Bank: SBI EPay (SBIePay), Ref. No. 9101484998913 on 07-05-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 75,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 3263, Amount: Rs.10.00/-, Date of Purchase: 18/11/2024, Vendor name: P K CHAKRABORTY
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/05/2025 12:33PM with Govt. Ref. No: 192025260053507688 on 07-05-2025, Amount Rs: 75,021/-, Bank: SBI EPay (SBIePay), Ref. No. 9101484998913 on 07-05-2025, Head of Account 0030-02-103-003-02

Dhar

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2025, Page from 208351 to 208392

being No 160308464 for the year 2025.

Seal of the District Sub-Registrar III, South 24 Parganas, South 24 Parganas

Digitally signed by Debasish Dhar
Date: 2025.05.08 16:26:13 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 08/05/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

Government of West Bengal

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

Query No / Year	16032001254455/2025	Serial No/Year	1603008649/2025
Transaction id	0001158154	Date of Receipt	08/05/2025 11:40AM
Deed No / Year	I - 160308428 / 2025		
Presentant Name	Mr DINESH SANGHVI		
Land Lord	Dr SHYAMAL CHATTERJEE		
Developer	NOBLE GRIH NIRMAN PRIVATE LIMITED		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 39,33,000/-]		
Total Setforth Value	Rs. 0/-	Market Value	Rs. 3,32,81,947/-
Stamp Duty Paid	Rs. 10/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 32/-	Fees Articles	B, E, H, M(b)
Standard User Charge	471/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp

Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	P K CHAKRABORTY	3263	18/11/2024	10/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	32/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	471/-
Requisition Form Fee	50/-

*Total Amount Received by Cash Rs. 553/-

(Debasish Dhar)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Government of West Bengal

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1564

Query No / Year	16032001254455/2025	**Serial No/Year**	1603008649/2025
Transaction id	0001161596	**Date of Receipt**	08/05/2025 12:59PM
Deed No / Year	I - 160308464 / 2025		
Presentant Name	Mr DINESH SANGHVI		
Land Lord	Dr SHYAMAL CHATTERJEE		
Developer	NOBLE GRIH NIRMAN PRIVATE LIMITED		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 39,33,000/-]		
Total Setforth Value	Rs. 0/-	**Market Value**	Rs. 3,32,81,947/-
Stamp Duty Paid	Rs. 0/-	**Stamp Duty Articles**	
Registration Fees Paid	Rs. 0/-	**Fees Articles**	
Standard User Charge	Rs. 0/-	**Requisition Form Fee**	Rs. 0/-
Remarks			

(Debasish Dhar)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal