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 Additional Registrar of
 Assurances-IV, Kolkata
 M. 3458639/1

Certified that the Document is admitted of
 Registration. The Signature Sheet and the
 endorsement sheets attached to this document
 are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

9 AUG 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 8th day of
 August Two Thousand and Twenty Four (2024);

Shelly Chakraborty,

(WASIM RAJ)
 son of Late Wasim
 Mr. Ghulam Abbas
 Kolkata

014720

Sl. No.....Date.....

Name.....

Add.....

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BHUPENDRA GUPTA
ADVOCATE
CALCUTTA HIGH COURT



SOUMITRA CHANDA
Licensed Stamp Vendor
B/3, K. S. Roy Road, Kol-1



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Identified by me
Wasim Raja
(WASIM RAJA)
Son of Late Wakil Kinn
H8, Ghulam Abbas Lane
Kolkata-24

BETWEEN

1. SMT. SHELLY CHAKRABORTY (PAN No. ATBPC 1074A) (AADHAR No. 2108 3550 0355) daughter of Late Ganesh Chandra Chakraborty, by faith Hindu, by occupation self employed, being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, **2. SRI. ANGSHUMAN CHAKRABORTY (PAN No. ATBPC 1073H) (AADHAR No. 4547 5019 2327)**, son of Late Ganesh Chandra Chakraborty, by faith Hindu, by occupation self employed, being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, **3. SRI. TAPAS CHAKRABARTY (PAN No. ADBPC 6156B) (AADHAR No. 4776 7663 8273)**, son of Late Naresh Chandra Chakraborty, by faith Hindu, by occupation service, being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, **4. SRI. BASAB CHANDRA CHAKRABARTY (PAN No. AHMPC 6561F) (AADHAR No. 4651 8321 1951)**, son of Late Naresh Chandra Chakraborty, by faith Hindu, by occupation service, being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, **5. SMT. RINA MUKHERJEE @ CHAKRABARTY (PAN No. EBIPM 4467A) (AADHAR No. 2944 9465 4095)**, wife of Sri. Arabinda Mukherjee daughter of Late Naresh Chandra Chakraborty, by faith Hindu, by occupation Housewife, being Citizen of India and residing at Premises No. 1/9, Rani Debendra Bala Road, Kolkata-700002 under Post Office Chitpur and Police Station Cossipore, **6. SRI TAPAN CHAKRABORTY (PAN No. APCPC 1103M) (AADHAR No. 2645 3699 3352)** son of Late Suresh Chakraborty by faith Hindu by occupation Business being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, **7. SMT. TULIKA CHAKRABORTY (PAN No. AUJPC 8645C) (AADHAR No. 6918 7928 2965)**, daughter of Late Manindra Nath Chakraborty, by faith Hindu, by

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occupation self employed, being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, **S. SRI SOUMYAJIT BANERJEE (PAN No. BKCPB 0711Q) (AADHAR No. 7525 2168 1643)**, son of Late Madhumita Banerjee @ Chakraborty, daughter of Late Manindra Nath Chakraborty, by faith Hindu, by occupation service, being Citizen of India and residing at Premises No. 2/1/1, Rakhal Mukerjee Road Kolkata-700025 under Post Office & Police Station- Bhowanipore, hereinafter jointly and collectively called and referred to as the **"OWNER/OWNERS"**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

T. K. NOVEL REALTY LLP having **LLPIN-ACG-7382, (PAN No. AAWFT 1865G)** a Limited Liability Partnership Firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Premises No. 63 Rafi Ahmed Kidwai Road Kolkata-700016, under Post Office & Police Station Park Street, represented by its designated partner **TAUSIF KALIM**, son of Late Md. Kalimuddin, by faith Muslim, by occupation Business, being Citizen of India and residing at Premises No. 84/9, Ripon Street, Kolkata- 700016 under Post Office and Police Station Park Street, hereinafter called and referred to as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns) of the **SECOND PART**.

WHEREAS by an indenture dated 17th day of June 1946 made between Jogesh Chandra Ghosh and Ramesh Chandra Ghosh therein called the Vendors of the One Part and Sreemati Shaila Bala Debi therein called the Purchaser of the Other Part and duly registered in Book No. I, Volume No. 33, Pages 169 to 177, Being No. 2091 for the year 1946, the said Vendors for the consideration therein mentioned and on the terms conditions and

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covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser All that piece or parcel of rent redeemed land comprised in Holding No. 328 and 317 Subdivision "M" Division VI Dehee Panchennagram of the 24 Parganas Collectorate and in lot No. 106 of the Surplus Land of Scheme No. V of the Calcutta Improvement Trust comprising total area of about 1 Bigha 14 Chittaks and containing by estimation an area of 5 Cottahs 2 Chitaks 18 Square Feet be the same a little more or less being Premises No. 2/1/1 Rakhai Mukherjee Road within the municipal limits of Calcutta situate and lying within Thana Bhawanipore sub registry Alipore District 24 Parganas morefully and particularly described in the Schedule "A" thereunder written and delineated by pink border on the plan or map annexed thereto.

AND WHEREAS the said Saila Bala Debi @ Chakraborty died on 20.4.1990 at her permanent place of residence at 2/1/1 Rakhai Mukherjee Road P.S. Bhawanipore Calcutta-700025. Before her death she executed her last will dated 17/03/1990 in presence of attesting witnesses and others bequeathing the said property to her four sons namely- Suresh Chandra Chakraborty, Naresh Chandra Chakraborty, Kartick Chandra Chakraborty, Ganesh Chandra Chakraborty and daughter-in-law, Smt. Swapna Chakraborty, wife of her deceased son Manindra Nath Chakraborty absolutely and forever.

AND WHEREAS in the said will the said Saila Bala Debi appointed Sri. Naresh Chandra Chakraborty as executor to obtain the grant of probate with further stipulation that if said Naresh Ch Chakraborty fails then Sri. Suresh Ch Chakraborty would act as executor for obtaining the grant of Probate.

AND WHEREAS the named executor Naresh Chandra Chakraborty filed the application for grant of Probate being Act 39 Case No.282/1994 before the Learned District Delegate at Alipore. Objection being raised, the said matter

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became contentious and O.S. 80 of 1995 was filed in the Court of Learned District Judge at Alipore. The matter was transferred to the learned 1st Court of Additional District Judge at Alipore and was registered as O.S. 1 of 1997.

AND WHEREAS the said Naresh Chandra Chakraborty did not show his interest and the said suit was dismissed for default.

AND WHEREAS the said Suresh Chandra Chakraborty died intestate on 04.11.1995 leaving behind and surviving his wife – Smt. Puspa Chakraborty and one son – Sri Tapan Chakraborty, the beneficiary No. 6 herein as his legal heirs and successors.

AND WHEREAS the said Puspa Chakraborty died intestate on 10.01.2014 leaving behind her aforesaid son as her legal heir and successor.

AND WHEREAS the said Naresh Chandra Chakraborty died intestate on 19.01.2013 leaving behind and surviving his wife – Smt. Shanti Chakraborty and two sons – Tapas Chakraborty, and Basab Chakraborty and one daughter – Smt. Rina Mukherjee @ Chakraborty as his legal heirs and successors.

AND WHEREAS the said Smt. Shanti Chakraborty died intestate on 06.02.2008 leaving behind her aforesaid sons and daughter as her legal heirs and successors.

AND WHEREAS the said Kartick Chandra Chakraborty died childless on 11.08.2004 as his wife Smt. Sumita Chakraborty died prior to his death.

AND WHEREAS the said Ganesh Chandra Chakraborty died on 24.09.2016 leaving behind and surviving one son Angshuman Chakraborty and one daughter Smt. Shelly Chakraborty as his legal heirs and successors. The

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wife Smt. Bandana Chakraborty, of the said Ganesh Chandra Chakraborty, predeceased him on 01.04.1997.

AND WHEREAS the said Smt. Swapna Chakraborty, wife of Late Manindra Nath Chakraborty died on 10.05.2014 leaving behind and surviving her two daughters – Smt. Madhumita Banerjee and Smt. Tulika Chakraborty the beneficiary No. 7 herein as her legal heirs and successors.

AND WHEREAS the said Madhumita Banerjee also died on 21.07.1985 leaving behind and surviving her son – Soumyajit Banerjee the beneficiary No. 8 as her legal heirs and successors.

AND WHEREAS 1. (a) SMT. SHELLY CHAKRABORTY, daughter of Late Ganesh Chandra Chakraborty, 1. (b) SRI. ANGSHUMAN CHAKRABORTY, son of Late Ganesh Chandra Chakraborty, 2. (a) SRI. TAPAS CHAKRABARTY 2. (b) SRI. BASAB CHANDRA CHAKRABARTY, sons of Late Naresh Chandra Chakraborty, and all residing at Premises No. 2/1/1, Rakhal Mukerjee Road Police Station Bhowanipore Kolkata-700025 2. (c) SMT. RINA MUKHERJEE @ CHAKRABARTY wife of Sri. Arabinda Mukherjee daughter of Late Naresh Chandra Chakraborty, residing at Premises No. 1/9, Rani Debendra Bala Road, Kolkata-700002 filed Original Suit No.03 of 2009 before the Learned Addl. District Judge at Alipore for grant of Letter of Administration in the last will of Saila Bala Debi @ Chakraborty at 2/1/1 Rakhal Mukherjee Road P.S. Bhowanipore Kolkata-700025 District South 24 Parganas.

AND WHEREAS the Learned 14th Addl. District Judge at Alipore granted on the 4th day of August in the year 2018 Letters of Administration in the last will of Saila Bala Debi @ Chakraborty at 2/1/1 Rakhal Mukherjee Road P.S. Bhowanipore Kolkata-700025 District South 24 Parganas which was proved and registered before him and the administration of the property and credits of the said deceased and in any way concerning her will was granted to 1. (a) SMT. SHELLY CHAKRABORTY, daughter of Late Ganesh Chandra

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Chakraborty, 1. (b) SRI. ANGSHUMAN CHAKRABORTY, son of Late Ganesh Chandra Chakraborty, 2. (a) SRI. TAPAS CHAKRABARTY, 2. (b) SRI. BASAB CHANDRA CHAKRABARTY, sons of Late Naresh Chandra Chakraborty, and all residing at Premises No. 2/1/1, Rakhal Mukerjee Road Police Station Bhowanipore Kolkata-700025 2. (c) SMT. RINA MUKHERJEE @ CHAKRABARTY wife of Sri. Arabinda Mukherjee daughter of Late Naresh Chandra Chakraborty, residing at Premises No. 1/9, Rani Debendra Bala Road, Kolkata-700002.

AND WHEREAS by a Deed of Assent dated 8th day of August 2024 made between Smt. Shelly Chakraborty, Sri. Angshuman Chakraborty, Sri. Tapas Chakraborty, Sri. Basab Chandra Chakraborty, Smt. Rina Mukherjee @ Chakraborty, therein collectively referred to as the Administrators of the One Part and the Owner herein, therein collectively referred to as the beneficiaries of the Other Part, and duly registered at the Office of the A.R.A-IV, Kolkata, Being No. 11673 for the year 2024, the said administrators assented, released and assigned unto and in favour of the said beneficiaries All that piece and parcel of rent redeemed land comprising an area of 5 Cottahs, 2 Chittacks 18 Square Feet be the same more or less together with brick built two storied old building standing in a portion thereof being known as Premises No. 2/1/1 Rakhal Mukherjee Road, P.S. Bhowanipore Kolkata-700025, within K.M.C ward No. 72 District South 24 Parganas morefully and particularly described in the schedule thereunder written.

AND WHEREAS in the aforesaid facts & circumstances the owner is absolutely seized and possessed of All that piece and parcel of rent redeemed land comprising an area of 5 Cottahs, 2 Chittacks 18 Square Feet be the same more or less together with brick built two storied old building standing in a portion thereof being known as Premises No. 2/1/1 Rakhal Mukherjee Road, P.S. Bhowanipore Kolkata-700025, District South 24 Parganas.

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AND WHEREAS the Owner with an intention to cause construction had approached one **SARALA NIRMAN PRIVATE LIMITED** having CIN-U45400WB2010PTC151112, a Company within the meaning of Companies Act 1956 & having its registered office at Premises No.10-B Paddapukur Road Kolkata-700020 under Post Office Lala Lajpat Rai Sarani and Police Station Bhowanipore & **SRISHTI CONSTRUCTIONS** a proprietorship concern of Smt. Smita Agarwal of 37/C Kalidas Patitundi Lane Kalighat Kolkata-700026 under Post Office and Police Station Kalighat hereinafter referred to as the **SNPL & SC**.

AND WHEREAS the said SNPL & SC had caused considerable expenses for vacating few of the tenants occupying the said premises and for settling disputes amongst the owners without formally entering into a Development Agreement.

AND WHEREAS because of the Corona Virus pandemic, the said SNPL & SC being no exception to the infliction of the said pandemic could not proceed with the work of construction at the said premises and have approached the within named Developer for and on behalf of the Owner to undertake development of the said premises and the developer having accepted to take on such development project, the Owner have agreed to allow and permit the Developer to develop the said premises/property by constructing new multistoried building in accordance with law entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration herein after appearing. The Owner have further ensured to provide to the said SNLC & SC remaining balance of the 60% of the total sanctioned/built up area in the proposed building after providing for the flats under the Owner's allocation as stated hereinafter.

AND WHEREAS the Developer in the mean time made searches regarding the right, title and interest of the Owner and upon being satisfied towards

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the lawful right, title and interest of the Owner in respect of All that piece and parcel of rent redeemed land comprising an area of 5 Cottahs, 2 Chittacks 18 Square Feet be the same more or less together with brick built two storied old building standing in a portion thereof being known as Premises No. 2/1/1 Rakhai Mukherjee Road , P.S. Bhowanipore Kolkata-700025, District South 24 Parganas more fully and particularly described and mentioned in **FIRST SCHEDULE** hereunder written and upon scrutiny and verification of documents as referred to above, also satisfied itself about the title of the Owner pertaining to the said property and has discussed with the Owner regarding the terms, conditions and covenants upon which the development of the said property can be undertaken and after such discussion the Developer has agreed to develop the said property by utilizing land space with maximum commercial exploitation for mutual benefit and profits of both Owner and Developer in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and parties herein have agreed to enter into this Joint Venture Agreement on the terms, conditions, covenants and consideration hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

ARTICLE-I
DEFINITIONS

- A) In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:
- i. **"THE OWNERS"** shall mean **1. SMT. SHELLY CHAKRABORTY, 2. SRI. ANGSHUMAN CHAKRABORTY, 3. SRI. TAPAS CHAKRABARTY, 4. SRI. BASAB CHANDRA CHAKRABARTY, 5. SMT. RINA MUKHERJEE @ CHAKRABARTY, 6. SRI TAPAN CHAKRABORTY, 7. SMT. TULIKA CHAKRABORTY, 8. SRI SOUMYAJIT BANERJEE** being collectively seized

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and possessed of All that piece and parcel of rent redeemed land comprising an area of 5 Cottahs, 2 Chittacks 18 Square Feet be the same more or less together with brick built two storied old building standing in a portion thereof being known as Premises No. 2/1/1 Rakhai Mukherjee Road , P.S. Bhowanipore Kolkata-700025, District South 24 Parganas and shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.

- ii. **"THE DEVELOPER"** shall mean the said **T. K. NOVEL REALTY LLP**, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Premises No. 63, Rafi Ahmed Kidwai Road, Kolkata- 700016 under Post Office and Police Station Park Street, and includes its legal representatives, successors-in-interest/office, nominees and assigns.
- iii. **"THE PREMISES" & "PROPERTY"** shall mean All that piece and parcel of rent redeemed land comprising an area of 5 Cottahs, 2 Chittacks 18 Square Feet be the same more or less together with brick built two storied old building standing in a portion thereof being known as Premises No. 2/1/1 Rakhai Mukherjee Road , P.S. Bhowanipore Kolkata-700025, District South 24 Parganas more fully and particularly described and mentioned in **FIRST SCHEDULE** hereunder written or howsoever else the said premises were or are or shall be known numbered called or distinguished.
- iv. **"THE LAND"** in entirety shall mean the revenue free and free hold land comprised in the aforesaid premises admeasuring a total area of 5 Cottahs 2 Chittacks 18 Square Feet be the same a little more or less and situate lying at and forming part and portion of Premises No. 2/1/1 Rakhai Mukherjee Road , P.S. Bhowanipore Kolkata-700025, more fully described in the **FIRST SCHEDULE** hereunder written.

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- v. **"ARCHITECT"** shall mean any qualified person or persons or reputed firm or firms of architect to be nominated and appointed by the Developer as Architect or Architects can act as an Architect of the building to be constructed and infrastructural facilities and amenities to be developed and provided on the land comprised in said premises at the cost and expenses of the Developer.
- vi. **"THE BUILDING PLAN"** shall mean the map or plan for the proposed construction of multistoried building(s) at the said premises for commercial as well as residential use required to be sanctioned by the Kolkata Municipal Corporation in accordance with provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and the Building Rules framed there under subsequent modification /amendment in the said plan with prior sanction of the said sanctioning authority in accordance with law.
- vii. **"THE NEW BUILDING/PROPOSED BUILDING"** shall mean and include the proposed construction of one New Building for residential as well as commercial purpose as may be permitted under law in force consisting of ground and upper floors and all other areas constructed or otherwise all car parking spaces and any or all saleable areas to be developed and erected and/or available for sale in or upon the said land comprised as per the building plan to be sanctioned by the Kolkata Municipal Corporation and the other authorities concerned.
- viii. **"SALEABLE SPACE"** shall mean built-up and/or constructed space, being residential, commercial and parking spaces in the proposed building available for independent use enjoyment and occupation together with the provisions for common areas, path/drive ways and common facilities and amenities and the space required thereof.

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- ix. **"COMMON PORTIONS, FACILITIES & AMENITIES"** shall mean and include all the common areas and installations i.e be comprised in the proposed building and at the premises, i.e. corridors, staircases, landings, lobbies, pathways, lift shaft, driveways, boundary walls, durwans/security guards room, main gate, side spaces, park ways, underground reservoirs, overhead tanks with means of access, water distribution system overhead lift room, electric meter room, pump room, outer wall of the main building, tap water lines, rain water pipe lines, waste water pipe lines, sewerage lines, lift, and other service areas and facilities whatsoever required for the establishment location, enjoyment, provisions, maintenance and/or management of the building and/or the common facilities and amenities or any of them thereon as the case may be.
- x. **"THE TENANT"** shall mean and include the persons who are legally occupying the area in the said premises being Premises No. 2/1/1 Rakhal Mukherjee Road , P.S. Bhowanipore Kolkata-700025.
- xi. **"THE OWNERS ALLOCATION"** shall mean and include 60% of the total sanctioned built-up/covered area in the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc. in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, car parking spaces, parts and portions including roof of the above said building and other amenities and facilities to be attached with and attributable to the said Owner's allocation but shall not include any amount received by the Developer on account of EDC/Utility, GST and Deposits. Out of the said 60% of the total sanctioned built-up/covered area pertaining to

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the owner's allocation, the Owner shall be allocated (5) five numbers of flats measuring a built up area approx 600 sq. ft. each in the first floor and remaining on the second floor of the proposed multi storied building, without any car parking space together with undivided, proportionate, share and interest in the land at the said premises in proportion to the covered area of the said flats in the said building and the remaining of the balance of the 60% of the total sanctioned built-up/covered area pertaining to the owner's allocation shall form the SNPL & SC allocation.

xii. **"THE DEVELOPER'S ALLOCATION"** shall mean the remaining 40% of the total sanctioned built-up/covered area in the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate, share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, car parking spaces, parts and portions including roof of the above said building and premises and other amenities and facilities to be attached with and attributable to the said Developer's Allocation.

xiii. **"THE SNPL & SC ALLOCATION"** shall mean the remaining of the balance of the 60% of the total sanctioned built-up/covered area pertaining to the owner's allocation, after providing for (5) five numbers of flats measuring built up area approx 600 sq. ft. each to the Owner in the first floor and remaining on the second floor as specified hereinbefore, in the proposed building to be erected on the land comprised in the said premises/property in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation with all common facilities, amenities, fittings, fixture, paints etc., in fully complete and habitable conditions as per specifications as set out hereunder together with undivided, proportionate,

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share and interest in the land pertaining to the above said building and said premises and proportionate right to use and enjoy the common areas, facilities, amenities, spaces, passages, car parking spaces, parts and portions including roof of the above said building and premises and other amenities and facilities to be attached with and attributable to the said SNPL & SC Allocation.

- xiv. **"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the flat/ unit/ room Owners proportionately for the management, maintenance, preservation and protection of the building, common infrastructures, installations, fittings and fixture and the premises after obtaining completion/occupancy certificate from the Kolkata Municipal Corporation.
- xv. **"PROPORTIONATE SHARE"** shall mean with all its cognate variations shall mean such ratio, the covered area of any flat/Unit or Units/flats be in relation to the covered area of all the flats/units in the proposed new building.
- xvi. **"UNIT/FLAT"** shall mean any flat, commercial or residential other covered area in the proposed new building which is capable of being exclusively owned, used and/or enjoyed by any unit Owners and which is not the common portions.
- xvii. **"UNIT/FLAT OWNERS"** shall mean any person who acquires and holds and/or owns any unit/flat/commercial space in the new building and shall include the Owners and the Developer, for the unsold units held by them, from time to time.
- xviii. **"TIME"** shall mean the building shall be completed with all common infrastructural facilities and amenities at the premises within 36 (thirty six) months from the date of execution of the instant agreement. Apart from above 36 months, 6 month will be given as the grace period to

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the developer form completion of the construction and also to give completion certificate form KMC.

- xix. **"SOCIETY"** shall mean the Society or Association to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association/ Society is formed the Developer would be entitled to manage and/or maintain new building, and the premises and all its common areas, facilities and amenities and to collect the common expenses and maintenance charges at such rate as may be mutually agreed upon by the Owners and the Developer. Developer must assist information of Society/Owners Association and take a commitment from their respective nominated prospective buyers of flats/units about their concurrence to such formation of Society/Association and adherence to the rules and regulations and bye-laws of such Society/Association.
- xx. **"SPECIFICATIONS"** shall mean the specifications for completing the new building as stated in the **SECOND SCHEDULE** hereto.
- xxi. **"TRANSFER"** with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what its understood as a transfer of space in a multi storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act.
- xxii. **"TRANSFeree"** shall mean, the person, firm, limited company, Association of persons to whom any space in the proposed building has been transferred after completion of construction in all respect in accordance with building plan to be sanctioned by the Kolkata Municipal Corporation but does not include agreement for sale holder.

B) **THE OWNER HAVE REPRESENTED TO THE DEVELOPER** as follows:

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- i. There is no excess vacant land at the said premises within the meaning of the Urban land (Ceiling and Regulations) Act, 1976.
- ii. That the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and the structures standing thereon mentioned herein above and the Owners shall retain possession of the said property until the said premises/ property is fully developed by the Developer on the terms, conditions and consideration agreed hereunder.
- iii. That the entirety of the said premises mentioned herein above is in actual and physical possession of the Owner.
- iv. That the Owner have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part or portion thereof under any of laws for the time being in force, Neither the premises, nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- v. That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said premises mentioned herein above or any part or portion thereof in favour of anyone other than in favour of the Developer herein, if any signed and executed by the Owner herein with any other person prior to this agreement shall stand cancelled and are being superseded by these agreement.
- vi. That the Owner is not aware of any impediment affecting the said premises mentioned herein above whereby they are in any way barred from entering into this Agreement.

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vii. That the Owner is fully and sufficiently entitled to deal with develop and/or dispose land and proposed and thus they are competent to enter into this Joint Venture Development Agreement.

viii. The premises at present is being occupied by tenants and occupants and shall be dealt by the Developer amicably before demolishing the existing structure.

ARTICLE - II

COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and till the period mentioned herein. Time may be extended by the consent of the Owner during the course of development and construction of proposed new building. That such extension of time has to be in writing wherein consent of both the parties is required. The extension can be in form of letter or supplementary agreement to be executed between the parties herein. If necessary and/or required the supplementary agreement will be registered at the cost of the Developer.

2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owners' allocation.

ARTICLE-III

DEVELOPER'S RIGHT & REPRESENTATION

3.1 The Owner hereby grant subject to what has been herein under provided exclusive right and authority to the Developer to develop the said property/premises fully described in the Schedule written hereunder and to construct multi storied New building (s) and infrastructural facilities and

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amenities at the said premises at their own costs and risks in accordance with the plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate authority with or without any amendment and/or modification.

3.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared or caused to be prepared through reputed and competent Architect (s) to be appointed at the sole discretion of the Developer and shall be submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises including Architect's to bear any cost whatsoever. That all costs, fees, charges and expenses borne by Developer shall not be adjusted with Owner's allocation and all the expenses for development of the said premises are to be borne by the Developer only.

3.3 That save and except the areas comprised in Owners allocation the Developer shall have full rights to execute any agreement for sale in respect of flats and other saleable spaces to be comprised the Developer's allocation and to receive advance, earnest or part payment money against the said flats and saleable spaces but cannot handover the flat till the possession of Owners Allocation is given to the Land Owners.

ARTICLE-IV
DEVELOPER'S OBLIGATIONS

4.1 In consideration of Owner having allowed and permitted and/or agreeing to allow and permit the Developer herein to realize and/or recover

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the developer's investment to be made in promoting and developing the said premises/property with profits out of and from the Developer's Allocation the Developer shall at their own costs, expenses, risk and responsibility develop the said premises and erect and construct the new building in accordance with the building plan and/or plans sanctioned by the Kolkata Municipal Corporation under the provisions of the Kolkata Municipal Corporation Act, 1980 and the Building Rules framed there under as amended up to date.

4.2 The Developer on account of other Co-owners shall provide alternate accommodation to the Owner during period of construction of the proposed building.

4.3 The Developer shall keep the Owner indemnified against all actions, suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts and conduct of the Developer in the matter of development and/or demolition and/or construction over the said premises in any manner whatsoever or arising out of this agreement and in the matter of and arising out of deviation and/or violation of the Municipal Laws and/or any-statutory Central or Local Acts and Rules and Regulations framed there under. The Developer shall develop, construct and provide all infrastructural facilities and amenities in the new building to be constructed at the said premises inclusive of all such essential supplies excluding individual electric connection.

4.4 The Developer shall be solely and absolutely liable and/or responsible for the costs, charges and expenses of any nature or sort to be incurred for the development of said premises, demolition of existing structures, and construction of new building(s) and infrastructural facilities amenities in terms of this agreement and the Developer firmly undertakes to keep the Owner and each one them absolutely indemnified and harmless against all actions, suits, proceedings, claims or demands, costs, charges

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and expenses arising out the aforesaid obligations and responsibility and/or liability of the Developer.

4.5 The Developer shall keep the said premises free from all encumbrances, charges, liens or claims save and except, creating encumbrance in the form of entering into agreement for sale with prospective buyers to be nominated by them in respect of flats /units/ salable spaces to be comprised in the Developer's Allocation.

4.6 Immediately after the execution of this Agreement the Developer shall at its own cost and expenses prepare or cause to be prepared a proposed plan within one month from the date of execution of this Agreement for construction and erection of a new residential cum commercial building at the said premises and the Developer shall submit the same before the Kolkata Municipal Corporation for sanction and be sanctioned the same within 6 months from the date of execution of the Agreement.

4.7 The Developer will be allowed to dismantle the existing structure under the possession of the Tenant at its own cost, risks and responsibility and the Developer will have the right to sale of the dismantled material and enjoy the sold value.

4.8 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building **PROVIDEDHOWEVER** proportion and quality of such materials shall confirm to the accepted standard of I.S. Specification and the building rules regulations and/or orders in force for the time being.

4.9 The building shall be erected constructed and completed by the Developer and shall consist, of the specification provided in **SECOND**

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SCHEDULE hereunder written and all flats/units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities as per specification hereunder written.

4.10 The Developer shall construct and complete the New building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory, regulations, building rules and statutory stipulations from time to time to be imposed or as would, be made applicable and the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

4.11 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect including connections of water, sewerage, electricity and other connections in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature save and except G.S.T (Goods & Services Tax) applicable on Owner Allocation. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flat/unit and proportionate costs and expenses for the main 440 volt connection and installation of transformer, switch gear and/or other electric equipments shall be borne by the Developer. It is further made clear that the old outstanding dues of electricity in respect of the said premises will be on Owners part and the Developer shall have no financial liability for the same.

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4.12 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building material all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality, under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other person or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein.

4.13 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined herein) or any part thereof, the Developer shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner shall not be responsible or liable for any commitments that may be made by the Developer.

4.14 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life due to construction process, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction,

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defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

4.15 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.

4.16 The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, Architects and others by whatever name called or described appointed, deputed or engaged or required or on site for the erection, construction and Completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon them and the Developer shall keep the Owner indemnified from all or any claim, damages, payments costs and consequences suffered or incurred there from.

4.17 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any materials to be used in course of or

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relating to erection construction and completion of the building or any part thereof provided standard materials.

4.18 Disputes, if any, arising out of in respect of the said property, the same shall be resolved by the Developer.

4.19 The Developer shall have no right to obtain any Loan from any financial institutions and/or banks, by mortgaging the 'said land'.

4.20 It is mutually agreed amongst the parties herein that, before placing the Architects Drawing of the Building Plan for sanction by the Kolkata Municipal Corporation, the Owner Allocation will be clearly demarcated with the written consent of the Owner herein.

4.21 The Developer will not cause to demolish any part of the old existing building and/or structure contained in the 'said land', before obtaining the building sanctioned plan from the Kolkata Municipal Corporation. Also, the Developer will not entry into any agreement and/or agreement for sale with any third party before obtaining the building sanctioned plan from the Kolkata Municipal Corporation.

4.22 That the Developer has agreed to completion of the proposed multi-storied building in accordance with the Plan already sanctioned by the Kolkata Municipal Corporation and will hand over the Owner allocation and or to the respective purchasers of the Flats and/ or commercial area. The Developer will construct the building according to the direction and Specification contained in this Agreement and also in accordance with specification given by the Municipal Corporation, if the same is not constructed accordingly, then it is the obligation of the Developer to regularize the same from the KMC authority and/or from the authorities have to authority to regularize the same. Both parties indemnifies each

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other for any loss and/or damages. The adjudication of the said loss and/or damages will be the adjudicating authority as stated in this agreement.

4.23 That the Developer shall pay and bear the taxes and other statutory due in respect of the **FIRST SCHEDULE** property from the date of Agreement till completion of the building, till handing over the owner allocation.

4.24 That the Owner shall not be liable for any act above by the Developer in respect of the proposed building and the Developer will not be liable for the act of the Owner.

4.25 The developer, however, shall be solely responsible for any incident and/or accident that take place during the progress of construction of the proposed building and the Owner shall not be held responsible for the same and further the Developer shall not make any deviation and/or alteration of the said building and if such deviation or construction, if at all made, in such case the Developer shall be solely responsible for all consequences thereof without holding the Owner responsible for the same, and if at all such deviation is made then it will be the responsibility of the Developer to get it regularize the same from KMC authority.

4.26 The Developer shall handover its allocation to its prospective buyers and/or purchasers only after handing over peaceful possession of the Owners allocation to the respective Owner.

ARTICLE-V
OWNERS OBLIGATIONS

5.1 The Owner shall hand over to the Developer peaceful and vacant khas possession of the said premises/property in its entirety immediately after sanction of the building plan. However shifting and reshifting of the existing occupiers/tenants will be solely dealt by the Developer. The

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Developer shall provide the shifting of occupiers/tenants after the sanctioned plan is granted by the Municipal Authority. The Developer will provide monthly shifting charges to the owners from the date of handing over the peaceful khas possession of the existing building till the hand over peaceful khas possession in the newly constructed building as per Owners allocation.

5.2 The Owner shall either themselves or through their lawfully constituted attorney or attorneys to be nominated by the Developer sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent sanction or license required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.

5.3 Simultaneously with the execution of this agreement Owner shall provide the Developer with appropriate registered power which relate to couple of interest and to be guided under section 202 to 205 of the Indian Contract Act and Section 32 to 35 of the Indian Registration Act as and or may be required in connection with sanction, construction, erection completion of the new building and to appear for and represent the Owner before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrical etc. or as may required, from time to time, in accordance with law and/or otherwise concerning negotiations and to enter into agreement for sale for transfer of flats, and other spaces to the intending purchasers after handing over the owners area thereof and to sign and present for registration of Deed of Conveyance relating to Developers Allocation before the concerned authorities and all

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cost and expenses in respect of execution and registration of such Power of Attorney shall be borne by the Developer and in this respect the Owner hereby appoint, the Developer as their Lawfully Constituted Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises and to sell (not before the handing over of owners allocation) transfer and convey flats and other saleable spaces in the proposed new building to be comprised in the Developer's Allocation and execute deed of conveyance (s) in favour of prospective buyers pertaining thereto and present and cause registration thereof before competent registering authority.

5.4 The Developer shall not during the currency of this agreement or pending completion of the project within the time stipulated herein and/or execution and registration of the deed of conveyance (s) and/or at any time in respect of the Developer's allocation till delivery of the Owners Allocation is made as per specifications and as per the terms and conditions contained herein in any manner encumber, mortgage, charge, let out or create third party interest or otherwise deal with, dispose of or enter into agreement in respect of the said premises/property or any part or portion thereof.

5.5 The Developer shall be liable to settle and responsible to settle pre and post agreement or disputes if any in respect of the right, title and interest of the said premises or any part thereof on in any way connected therewith at their own costs and expenses.

5.6 The Owner shall be bound to render all necessary assistance and cooperation to the developer in negotiating with the prospective buyers/transferees and to enter into agreement for sale and/or transfer of Developer's allocation in respect of the units in the proposed building and in receiving and/or realizing the earnest money, part payment and full consideration money and shall allow the developer to recover its costs of

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construction and all incidental expenses and profits thereto by selling and/or using the Developer's Allocation.

5.7 The Owner shall keep the Developer indemnified against all actions, suits, proceeding, claims or demands, cost, charges and expenses arising out of the acts of the Owner or relating to the title of the said premises in any manner whatsoever or arising out of this agreement.

ARTICLE-VI

6.1 In the event the Owner are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately on demand by the Developer. However to be more specific the Owner shall be entitled to the items mentioned in the specification more fully described in the second schedule hereunder written, without any cost, value or expenses.

6.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities and amenities to be provided for and/or at the said building shall always remain common, impartible and undivided whereas the Owner shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities in accordance with law.

6.3 The format of the Draft, Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof shall be prepared by the Developer's Advocate Mr. Bhupendra Gupta of M/s H.N.

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Datta & Co. 6. Old Post Office Street, Kolkata-700001 and is to be approved by the Owner and the Owner shall execute Indenture of Conveyances unto and in favour of the Developer and/or its nominee or nominees at the cost of the Developer or its nominee/nominees as the case may be subject to the terms and conditions provided herein. The deed of conveyance will be Signed/executed by the Owner, subject to approval by the owner's advocate.

6.4 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to their allocated portions or any part thereof with intending purchasers of flats falling under developer's allocation on such terms and condition and stipulations as it may deem fit and proper in accordance with law and the Owner shall execute required Indenture, unto and in favour of the said intending purchaser or purchasers and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto shall be paid and borne by the Developer and/ or the, intending purchaser or purchasers as the case may be.

6.5 Any document given by the developer to be signed by the Owner with regard to the Schedule property will be subject to approval by the Owner advocate. It is further clarified that all the costs and expenses for any further documentation and/or its presentation and registration before appropriate authority shall be borne by the Developer.

ARTICLE-VII
COMMON OBLIGATION

7.1 On and from the date of completion of the building in accordance with law and obtaining possession of Owners allocation the Owner as well as

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the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

a) To pay punctually and regularly all rates taxes, levies, fees, charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto in respect of respective allocations in the said property and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.

b) To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the rules framed there under, the Developer shall be entitled to collect and provide the required services thereof.

c) To abide by all laws, rules and regulations and orders of the enactments the Government and/or local bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and be responsible for any deviation, violation and/or breach thereof in any manner.

ARTICLE-VIII
MISCELLANEOUS

8.1 Simultaneously with the execution of this agreement the Owner shall hand over peaceful and vacant possession of the aforesaid premises in its entirety to the Developer and as from the date of delivery of possession of

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the said premises by the Owner in favour of the Developer, the possession of the said premises along with the rights of the Developer in respect of the said premises by virtue of this agreement and/or pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement.

8.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such matters, the Owner subject to their satisfaction shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

8.3 That after handing over possession of the Owners allocation the Developer shall remain liable for rectifying all defects in construction or otherwise in the Owners allocated portion and wants of proper construction in the Owners allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear.

8.4 The Developer shall deliver to the Owner, one copy of the sanctioned plan and/or revised plan if any certified by the Developer to be true copy.

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8.5 It is clarified that all works of development shall be done, by the Developer at its own costs and expenses. That the Developer will not be entitled to claim and/or ask for any amount against the construction and/or for the amenities installed on the First Schedule for the construction of the new building as agreed herein.

8.6 The consideration for the purposes herein shall be the construction costs of the Owners area to be incurred by the Developer and any further amounts if any agreed hereunder.

8.7 All municipal taxes and other outgoings in respect of the said premises up to the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owner and thereafter shall be borne by the Developer. At the expiry of 30 [thirty] days from the date of obtaining completion certificate from the authorities, the Developer upon service to the Owner a notice of completion of the Owners allocation under the terms of this agreement, the liability of the Developer to pay the municipal taxes and other liabilities in respect of the Owners's allocation would cease to continue. It is further made clear that all Municipal Taxes (including interest and penalty) outstanding as on the date of execution of this development agreement till the date of handing over possession of the said premises to the Developer shall be borne by the Owner and the Developer shall have no financial liability for the same.

8.8 Within six months of the completion of the project, the Developer will assist the Owner and the other unit Owners to form an Association or body of flat Owners to be formed for the maintenance and management of the premises and the cost, of such formation and incidental thereto shall be borne by the Owner and the Developer or their respective nominees in their proportionate share.

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8.9 The Developer shall remain liable for rectifying all defects in construction or otherwise in the Owners allocated portion and wants of proper construction in the Owners allocation or in respect of any fittings, fixtures connections services or otherwise therein for a period of six months from the date of handing over such possession of the Owners allocation but subject to natural wear and tear.

8.10 The Developer shall not transfer or assign this agreement or benefit thereto to any person/individual, firm, concerned, company and/or corporate body and this development agreement shall not treated by any interpretation as partnership between the parties hereto which is not at all the intention of the parties.

8.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof as mutually agreed upon by the Developer and the Owners would be borne and paid by the Owner and the Developer or their nominees in their proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner herein and the Developer.

8.12 Each party shall be responsible and liable for their respective share of taxes, including G.S.T (Goods and Services Tax) and impositions relating to their respective allocations.

8.13 The certificate of the Architect relating to completion of construction/development and quality of construction materials as well as the costs incurred therefore shall be final.

8.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner and sent to their last known address or addresses intimating that the Owner area

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completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or municipal authorities, shall completely absolve the Developer of its obligation to deliver the Owner area to the Owner under this Agreement.

ARTICLE-IX
FORCE MAJURE

9.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the **FORCE MAJURE** which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, restraining and/or prohibitory order of the any Court of law or Tribunal or authority established under law and/or any other acts or commission beyond the control of the Developer affected thereby and shall be suspended from the obligation during the duration of the **FORCE MAJURE**.

ARTICLE-X
TIME FOR COMPLETION & HANDOVER

10.1 The proposed building shall be completed within 30 months from the date of sanction of the building plan unless and until the Developer is prevented by force majeure. The Developer shall however be entitled to, and on request, one extension of six months after the expiry of 30 months, if necessary.

10.2 The completion of the building shall mean the completion of construction in all respect and issuance of the Completion Certificate or Occupancy Certificate by The Kolkata Municipal Corporation.

10.3 The Developer shall handover the Owners Allocation to the Owner after issuance of the Completion Certificate by The Kolkata Municipal Corporation.

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ARTICLE-XI
TERMINATION

11.1 That the time is essence of the contract, if the construction does not completes within the time line as agreed herein the parties will be at liberty to cancel the instant agreement.

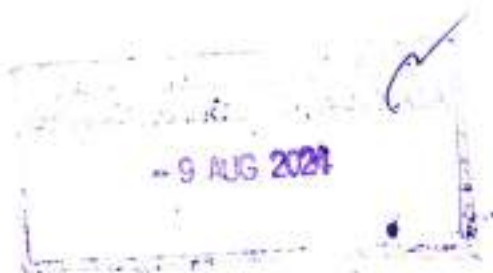
11.2 The aggrieved party shall give 3 months notice for cancellation of the instant agreement to the opposite party stating all the reasons for such cancellation.

11.3 It is further agreed that if any of the condition is not complied with and/or failed to comply with the terms and conditions, parties will be at liberty to cancel the instant agreement.

ARTICLE-XII
DISPUTE AND JURISDICTION

12.1 Any and all dispute differences between the Parties here to arising out of or in connection with this Agreement or its performance, including the interpretation, breach, termination or invalidity thereof shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time. The venue of arbitration shall be Kolkata, and all proceedings of the arbitration shall be in the English language. The arbitration award shall be final and binding on the Parties. Only the courts in Kolkata shall have exclusive jurisdiction in relation to any proceedings arising out of arbitration including but not limited to, proceedings for interim relief. When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their respective obligation under this Agreement. The costs of the arbitration including the fees of the arbitrators shall be borne by both the Parties equally. It is however agreed and clarified that, each Party shall bear and pay its own costs, expenses, fees,

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disbursements and other charges of its lawyers, counsels, in connection with the arbitration proceedings.

12.2 The Hon'ble High Court and District Court at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

ARTICLE-XIII

GOODS & SERVICE TAX AND TDS ETC

13.1 The parties shall respectively discharge statutory compliances in respect of TDS or Income Tax related compliances as well as Goods and Service Tax collections or payments and any other statutory compliance in respect of Transfer of their respective allocations.

13.2 The Owners will bear the Goods and Service Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body or applicable under any law for the time being in force pertaining to the Owner's Allocation and/or the Owner's scope under this agreement.

13.3 The Owners shall not be liable for any Income Tax, Wealth Tax, Goods and Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Goods and Service Tax or any other taxes in respect the Owner's Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

13.4 The Developer shall not alienate or transfer any portion or part thereof to any purchase or Purchasers and also shall not make any agreement for sale in respect of owner's allocation.

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ARTICLE-XIV

14.1 Be it noted that the position of the sweet shop shall be given in the ground floor front portion but the same shall be deducted/adjusted from the Owner's Allocation. One of the Co-Owners Mr. Ajoy Naskar & Ors have already been shifted to Premises No.5A Ashutosh Mukherjee Road Kolkata and shall be shifted back in the new building to be constructed at Premises No. 33 Justice Chandra Madhab Road Kolkata-700020 P.S. Bhowanipur,

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of rent redeemed land comprising an area of 5 Cottahs, 2 Chittacks 18 Square Feet be the same more or less together with brick built two storied old building (each floor having 3000 square feet covered area with cemented flooring) standing in a portion thereof being known as Premises No. 2/1/1 Rakhal Mukherjee Road, P.S. Bhowanipore Kolkata-700025, within K.M.C ward No. 72, Assessee no. 11-072-26-0009-5 District South 24 Parganas and butted and bounded:

ON THE NORTH by : 45' wide KMC Road
 ON THE SOUTH by : 3A, Priyanath Mallick Road
 ON THE EAST by : 2/1/2, Rakhal Mukherjee Road
 ON THE WEST by : 1/1, Priyanath Mallick Road

THE SECOND SCHEDULE ABOVE REFERRED TO**SPECIFICATION OF WORK****(MANNER OF COMPLETION OF THE NEW BUILDING)**

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the Architect and including the following:

Shelly Chakraborty



Handwritten signature or mark.

Handwritten text: -9 AUG 2020

1. **FOUNDATION:** The foundations shall be reinforced cement concrete as per structural design by qualified and enlisted structural Engineers.
2. **SUPERSTRUCTURE:** The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs as per soil test report and structural design.
3. **WALLS:** Walls of the building shall be 200 mm thick brick walls on the external face and 75/125 mm thick brick internal partition walls, with cement sand mortar using first class bricks.
4. **FINISHES:** All internal surfaces to be plastered with cement and mortar and finished with plaster of Paris. All external walls to be plastered and colour painted.
5. **FLOORING:** Flooring inside all flats shall be of regular quality tiles of regular sizes. Common areas/stair cases & lobby shall be finished with Marble.
6. **DOORS:** All door frames shall be of sal wood flush doors. Doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors & lock.
Bathroom doors shall, be of synthetic material.
7. **WINDOWS:** Shall be of sliding aluminum windows with glass.
8. **TOILET FITTINGS:** All toilet to have concealed plumbing for hot & cold water to include one European W.C, and one Indian W.C and one wash and reputed make CP fittings will include concealed stop cock, 1 bibcock. 1 shower with arm , Ceramic tile on walls upto 7 ft. height to be provided.

Shelly Chakraborty



Handwritten signature or mark above the date stamp.

- 9 AUG 2024

9. **KITCHEN FITTINGS/FIXTURES:** Black stone granite finish with steel sink to be provided along with floor washing arrangement one CP Bib Cock to be fitted together with concealed plumbing, kitchens, shall have ceramic tile of 2' ft. height above the counters, kitchen flooring shall be of Tiles.
10. **ELECTRICAL INSTALLATIONS:** Concealed copper wiring using ISI marked wires unto points, switch boards, switches, distribution boards and MCB but excluding fans and light fittings. Three light points, one fan point, one TV Point in living room, one 15 Amp point in dining and toilet each two light point and one exhaust fan point in kitchen and toilet. A.C. Point in two bed rooms. Transformer and other connected electrical equipment/parts will be installed in the premises for the supply of electricity in the newly constructed Buildings at the said premises.
11. **WATER ARRANGEMENTS:** Underground Reservoir for **K.M.C.** Water, overhead water tank, along with submersible pump, all inter connecting plumbing valves and delivery pipe lines to be installed.
12. **LIFT:** In one block/Tower, two Lift should will installed (one lift of Eight passenger and another lift of Four passenger). The Mark/Make of the lift will be of "KONE and/or MITSUBISHI" and/or of any similar make.
13. **AMENITIES & FACILITIES:** a) One cable connection point in each flat b) Intercom facility from lobby to each flat/unit c) One common toilet for general use at the ground floor.
14. Boundary wall having 5-0" height.

Shelly Chakrabarty



RECEIVED
- 9 AUG 2021

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

SIGNED, SEALED AND DELIVERED by the PARTIES at Kolkata in the presence of:

WITNESSES:

1. Wasim Kazi
118, Ghulam Abbas Lane
Kolkata-24.

Shelly Chakraborty
(SMT. SHELLY CHAKRABORTY)

Angshuman Chakraborty
(SRI. ANGSHUMAN CHAKRABORTY)

2. Raj Agarwal
43, Chetla Road
Kolkata-27.

Tapas Chakraborty
(SRI. TAPAS CHAKRABARTY)

Basab Chandra Chakraborty
(SRI. BASAB CHANDRA CHAKRABARTY)

Rina Mukherjee
(SMT. RINA MUKHERJEE @ CHAKRABARTY)

Tapan Chakraborty
(SRI. TAPAN CHAKRABORTY)

Tulika Chakraborty
(SMT. TULIKA CHAKRABORTY)

Soumyajit Banerjee
(SRI. SOUMYAJIT BANERJEE)

SIGNATURE OF THE OWNERS



ADOL REGISTER
- 9 AUG 2024

1. Nani Roy
2. Raj Agarwal

T.A. HOME REALTY LLP

Authorized Signatory / Partner

SIGNATURE OF THE DEVELOPER

Drafted by me:



(BHUPENDRA GUPTA) . .
Advocate
High Court at Calcutta
Enrolment No. WB/98/2001



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
- 9 AUG 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



Shelly Shankhobchit

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



Anshuman Chakravarty

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



Rakesh Desai

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



Anand Chakravarty

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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 9 AUG 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



Rina Mukherjee

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



Tomu Chatterjee

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



Tulika Chatterjee

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



Samjit Bandyopadhyay

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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 9 AUG 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



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



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



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



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



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 9 AUG 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



080820242015745016

GRIPS Payment Detail

GRIPS Payment ID:	080820242015745016	Payment Init. Date:	08/08/2024 12:39:59
Total Amount:	74941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8261207446137	BRN Date:	08/08/2024 12:40:33
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms TK NOVEL REALTY LLP
Mobile: 9836790997

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250157450178	Directorate of Registration & Stamp Revenue	74941
Total			74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192024250157450178

GRN Details

GRN: 192024250157450178 Payment Mode: SBI Epay
GRN Date: 08/08/2024 12:39:59 Bank/Gateway: SBIEpay Payment Gateway
BRN : 8261207446137 BRN Date: 08/08/2024 12:40:33
Gateway Ref ID: 242219374542 Method: HDFC Retail Bank NB
GRIPS Payment ID: 080820242015745016 Payment Init. Date: 08/08/2024 12:39:59
Payment Status: Successful Payment Ref. No: 2002126147/1/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms TK NOVEL REALTY LLP
Address: 63 RAFI AHMED KIDWAI ROAD KOLKATA 700016
Mobile: 9836790997
Period From (dd/mm/yyyy): 08/08/2024
Period To (dd/mm/yyyy): 08/08/2024
Payment Ref ID: 2002126147/1/2024
Dept Ref ID/DRN: 2002126147/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002126147/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	2002126147/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21

Total 74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1904-11615/2024	Date of Registration	09/08/2024
Query No / Year	1904-2002126147/2024	Office where deed is registered	
Query Date	07/08/2024 9:22:49 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8336832283, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 3,43,58,639/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



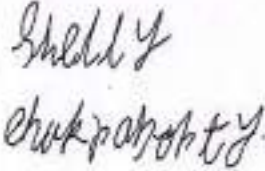


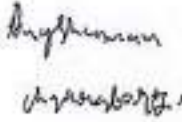


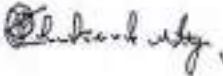
District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rakhai Mukherjee Road, , Premises No: 2/1/1, , Ward No: 072 Pin Code : 700025



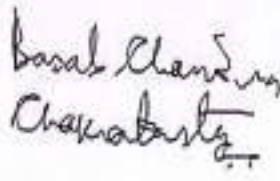


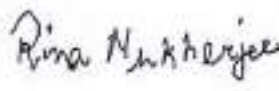


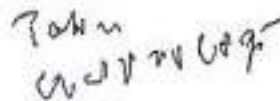
Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		5 Katha 2 Chatak 18 Sq Ft		3,06,68,639/-	Width of Approach Road: 45 Ft.,
Grand Total :					8.4975Dec	0 /-	306,68,639 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	6000 Sq Ft.	0/-	36,90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 34 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 34 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		6000 sq ft	0 /-	36,90,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Smt SHELLY CHAKRABORTY Daughter of Late GANESH CHANDRA CHAKRABORTY Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office</p>	<p>Photo</p>  <p>09/08/2024</p>	<p>Finger Print</p>  <p>Captured LTI 09/08/2024</p>	<p>Signature</p>  <p>09/08/2024</p>
<p>2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: ATxxxxxx4A, Aadhaar No: 21xxxxxxxx0355, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office</p>				
2	<p>Name</p> <p>Shri ANGSUMAN CHAKRABORTY Son of Late GANESH CHANDRA CHAKRABORTY Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office</p>	<p>Photo</p>  <p>09/08/2024</p>	<p>Finger Print</p>  <p>Captured LTI 09/08/2024</p>	<p>Signature</p>  <p>09/08/2024</p>
<p>2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: ATxxxxxx3H, Aadhaar No: 45xxxxxxxx2327, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office</p>				
3	<p>Name</p> <p>Shri TAPAS CHAKRABARTY Son of Late NARESH CHANDRA CHAKRABORTY Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office</p>	<p>Photo</p>  <p>09/08/2024</p>	<p>Finger Print</p>  <p>Captured LTI 09/08/2024</p>	<p>Signature</p>  <p>09/08/2024</p>
<p>2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: ADxxxxxx6B, Aadhaar No: 47xxxxxxxx8273, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office</p>				

4	Name	Photo	Finger Print	Signature
	Shri BASAB CHANDRA CHAKRABARTY Son of Late NARESH CHANDRA CHAKRABARTY Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office	 <small>08/08/2024</small>	 Captured <small>LTI</small> <small>08/08/2024</small>	 <small>08/08/2024</small>
2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: AHxxxxxx1F, Aadhaar No: 46xxxxxxxx1951, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Smt RINA MUKHERJEE, (Alias: RINA CHAKRABARTY) Wife of Shri ARABINDA MUKHERJEE Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office	 <small>08/08/2024</small>	 Captured <small>LTI</small> <small>08/08/2024</small>	 <small>08/08/2024</small>
1/9, Rani Debendra Bala Road, City:- Not Specified, P.O:- Chitpur, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: EBxxxxxx7A, Aadhaar No: 29xxxxxxxx4095, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office				
6	Name	Photo	Finger Print	Signature
	Shri TAPAN CHAKRABORTY Son of Late SURESH CHAKRABORTY Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office	 <small>08/08/2024</small>	 Captured <small>LTI</small> <small>08/08/2024</small>	 <small>08/08/2024</small>
2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Bhawanipore, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: APxxxxxx3M, Aadhaar No: 26xxxxxxxx3352, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office				

Endorsement For Deed Number : I - 190411615 / 2024

On 09-08-2024

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 11:10 hrs on 09-08-2024, at the Office of the A.R.A. - IV KOLKATA by TAUSIF KALIM ,

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 3,43,58,639/-

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

Execution is admitted on 09/08/2024 by 1. Smt SHELLY CHAKRABORTY, Daughter of Late GANESH CHANDRA CHAKRABORTY, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Professionals, 2. Shri ANGSHUMAN CHAKRABORTY, Son of Late GANESH CHANDRA CHAKRABORTY, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Professionals, 3. Shri TAPAS CHAKRABARTY, Son of Late NARESH CHANDRA CHAKRABORTY, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Service, 4. Shri BASAB CHANDRA CHAKRABARTY, Son of Late NARESH CHANDRA CHAKRABARTY, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Lala Lajpat Rai Sarani, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Service, 5. Smt RINA MUKHERJEE, Alias RINA CHAKRABARTY, Wife of Shri ARABINDA MUKHERJEE, 1/9, Rani Debendra Bala Road, P.O: Chitpur, Thana: Cossipur, , North 24-Parganas, WEST BENGAL, India, PIN - 700002, by caste Hindu, by Profession House wife, 6. Shri TAPAN CHAKRABORTY, Son of Late SURESH CHAKRABORTY, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business, 7. Smt TULIKA CHAKRABORTY, Daughter of Late MANINDRA NATH CHAKRABORTY, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Professionals, 8. Smt SOUMYAJIT BANERJEE, Son of Late MADHUMITA BANERJEE, 2/1/1, Road: Rakhal Mukherjee Road, , P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Service

Indetified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk



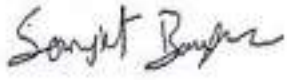
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 09-08-2024 by TAUSIF KALIM, Designated Partner, T.K. NOVEL REALTY LLP (LLP), 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Payment of Fees




Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2024 12:40PM with Govt. Ref. No: 192024250157450178 on 08-08-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 8261207446137 on 08-08-2024, Head of Account 0030-03-104-001-16

7	Name Smt TULIKA CHAKRABORTY Daughter of Late MANINDRA NATH CHAKRABORTY Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office	Photo  <small>09/08/2024</small>	Finger Print  Captured <small>LTI</small> <small>09/08/2024</small>	Signature  <small>09/08/2024</small>
2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Bhawanipore, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: Professionals, Citizen of: India Date of Birth:XX-XX-1XX5 , PAN No.:: AUxxxxxx5C, Aadhaar No: 69xxxxxxxx2965, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office				
8	Name Smt SOUMYAJIT BANERJEE Son of Late MADHUMITA BANERJEE Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office	Photo  <small>09/08/2024</small>	Finger Print  Captured <small>LTI</small> <small>09/08/2024</small>	Signature  <small>09/08/2024</small>
2/1/1, Rakhal Mukherjee Road, City:- Kolkata, P.O:- Bhawanipore, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: BKxxxxxx1Q, Aadhaar No: 75xxxxxxxx1643, Status :Individual, Executed by: Self, Date of Execution: 08/08/2024 , Admitted by: Self, Date of Admission: 09/08/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	T.K. NOVEL REALTY LLP 63, Rafi Ahmed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District-Kolkata, West Bengal, India, PIN:- 700016 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx5G,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
	TAUSIF KALIM (Presentant) Son of Late MD KALIMUDDIN Date of Execution - 08/08/2024, , Admitted by: Self, Date of Admission: 09/08/2024, Place of Admission of Execution: Office		 Captured	
		Aug 9 2024 1:39PM	LTI 09/08/2024	89002624
84/9, Ripon Street, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: BCxxxxxx7P, Aadhaar No: 61xxxxxxxx0864 Status : Representative, Representative of : T.K. NOVEL REALTY LLP (as Designated Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr WASIM RAJA Son of Late WAKIL KHAN H8, Ghulam Abbas Lane, G.R.Rd., City:- Kolkata, P.O:- Garden Reach, P.S:- Garden Reach, District:-South 24-Parganas, West Bengal, India, PIN:- 700024		 Captured	
	09/08/2024	09/08/2024	09/08/2024
Identifier Of Smt SHELLY CHAKRABORTY, Shri ANGSUMAN CHAKRABORTY, Shri TAPAS CHAKRABARTY, Shri BASAB CHANDRA CHAKRABARTY, Smt RINA MUKHERJEE, Shri TAPAN CHAKRABORTY, Smt TULIKA CHAKRABORTY, Smt SOUMYAJIT BANERJEE, TAUSIF KALIM			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt SHELLY CHAKRABORTY	T.K. NOVEL REALTY LLP-1.06219 Dec
2	Shri ANGSUMAN CHAKRABORTY	T.K. NOVEL REALTY LLP-1.06219 Dec
3	Shri TAPAS CHAKRABARTY	T.K. NOVEL REALTY LLP-1.06219 Dec
4	Shri BASAB CHANDRA CHAKRABARTY	T.K. NOVEL REALTY LLP-1.06219 Dec
5	Smt RINA MUKHERJEE	T.K. NOVEL REALTY LLP-1.06219 Dec
6	Shri TAPAN CHAKRABORTY	T.K. NOVEL REALTY LLP-1.06219 Dec
7	Smt TULIKA CHAKRABORTY	T.K. NOVEL REALTY LLP-1.06219 Dec
8	Smt SOUMYAJIT BANERJEE	T.K. NOVEL REALTY LLP-1.06219 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt SHELLY CHAKRABORTY	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
2	Shri ANGSUMAN CHAKRABORTY	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
3	Shri TAPAS CHAKRABARTY	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
4	Shri BASAB CHANDRA CHAKRABARTY	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
5	Smt RINA MUKHERJEE	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
6	Shri TAPAN CHAKRABORTY	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
7	Smt TULIKA CHAKRABORTY	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft
8	Smt SOUMYAJIT BANERJEE	T.K. NOVEL REALTY LLP-750.00000000 Sq Ft

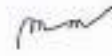
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 14720, Amount: Rs.100.00/-, Date of Purchase: 08/08/2024, Vendor name: S CHANDA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2024 12:40PM with Govt. Ref. No: 192024250157450178 on 08-08-2024, Amount Rs: 74,920/-, Bank: SBI EPay (SBIEPay), Ref. No. 8261207446137 on 08-08-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2024, Page from 633150 to 633208

being No 190411615 for the year 2024.



Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.08.13 18:04:08 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 13/08/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.