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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 923613

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28/1/20

THIS DEVELOPMENT AGREEMENT is made on This ^{28th} Day of January Two Thousand and Twenty (2020)

BETWEEN

014600/20

MESSRS L. K. ESTATES PRIVATE LIMITED (PAN: AABCL1359F) phone No.9831512387, a Company incorporated under the Companies Act, 1956 and having its registered office at No. 189, Mukhtaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata 700007 represented by one of its Director Mr. Suresh Kumar Goel (PAN: AHCPG6746J) (Aadhaar No. Not provided by UIDAI status), son of Late Kedarnath Goel, by occupation Business, faith Hindu, Citizen of India, working for gain at 189, Mukhtaram Babu Street, P.O. Burrabazar, P.S. Girish Park, Kolkata 700007, hereinafter referred to as the OWNER/PARTY OF THE FIRST PART which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the ONE PART;

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

A N D.


 District Sub-Registrar-II
 Alipore, South 24 Parganas
 28 JAN 2020

SL. NO. 400 DT. 27.09.19
VALUE OF N. J. STAMP RS. 100/-
NAME OF PURCHASER.....
ADDRESS.....

BABU DAB
Advocate
Alipore Police Court
Kolkata-700087

H. MUKHERJEE
H. MUKHERJEE
STAMP VENDOR S.P.O. BUDGE BUDGE



[Signature]
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Alipore, South 24 Parganas

28 JAN 2020

Saij Kumar
110/4 & 11/1/1/1
Alipore Police Court
West 24
Bac



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 858764

M/S. NOBLE TREXIM PVT. LTD., (PAN NO: AABCN5560A), a Private Limited Company, incorporated under the Companies Act, 2013 having its registered office No, 33A, Chandranath Chatterjee Street, P.O and P.S. Bhowanipore, Kolkata – 700 025, represented by its Directors 1) Mr. Dinesh G Sanghvi, son of Late Gopalji V Sanghvi and 2) Mr. Rakesh Kumar Shyamsukha son of late Subhakaran Shyamsukha hereinafter called the **DEVELOPER/ PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its successor or successors in office and assigns) of the **OTHER PART**.

SL. NO. 2467 DATE 09-08-2019

NAME

ADDRESS

RS. 100/-

TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27

BAPI DAS
Advocate
Alipore Police Court
Kolkata - 700 022

Advocate
Alipore Police Court
Kolkata - 700 022



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WHEREAS:

- A) The Party hereto of the One Part is the absolute Owner of All That the Municipal Premises No.4, Chandra Chatterjee Street now known as Chandranath Chatterjee Street, Kolkata – 700 025 within the limits of the Kolkata Municipal Corporation Ward No. 71, the chain of title / ownership details is set out in the **First Schedule** hereunder and the full description of the premises is set out in **Second Schedule** appearing hereinafter and referred to as the 'Said Premises'.
- B) The party hereto of the Other Part is a Developer engaged in the development of Real Estate properties in city of Kolkata and have constructed many buildings. The party of the One Part have approached the party of the Other Part for Development of the 'Said Premises' and after the negotiation, the party of the Other Part have agreed to developed the said premises on the terms and conditions herein after appearing in this agreement.
- C) After the negotiation the parties hereto have entered into a Memorandum Of Understanding (MOU) dated 25.11.2019, recording the basic agreed terms and conditions therein for the development of the 'Said Premises'.
- D) In terms of the said MOU, the Owner has given photocopies of all the title related documents and on the basis of the same the Developer has carried out necessary searches with regards to the title of the Owner in respect of the 'Said Premises' to its full satisfaction.
- E) After carrying out the necessary searches, the Developer has satisfied itself with respect to the marketable title of the property in respect to the 'Said Premises'.



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F) At or before execution of this agreement the One Part have represented and assured to the Other part as follows :

- i) That the 'Said Premises' is free from all encumbrances, charges, liens, impediment, attachments, trust, whatsoever or howsoever, and it is fully in possession of the One Part, save and except area occupied by the tenants.
- ii) That excepting the One Part nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Premises' save and except the tenancy rights of the tenants.
- iii) That there is no notice of acquisition or requisition received or pending in respect of the said Premises or any portion thereof within the knowledge of the Owner.
- iv) That the 'Said Premises' does not fall under the Urban Land (Ceiling and Regulation) Act, 1976 as the One Part does not possessed the quantum of land excess to the ceiling limit, within the knowledge of the One Part.

Relying on the aforesaid representations of the One Part and after being satisfied about the marketable title of the One Part in respect of the 'Said Premises', the Other part have agreed to develop the "Said Premises" on the terms and conditions as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning :-
 - a) '**SAID PREMISES** :- shall mean the Municipal Premises No. 4, Chandra Chatterjee Street now known as Chandranath Chatterjee Street,



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Kolkata - 700 025 within the limits of the Kolkata Municipal Corporation Ward No.71, having an area of 14 Cottahs 03 Chittaks and 29 Sq.ft. more or less, however, on physical measurement found to be 14 Cottahs, 06 Chittaks and 22 Sq.ft. more or less, of land together with brick built structures situated thereon more fully and particularly described in the **Second Schedule** appearing hereunder.

- b) **PLAN** :- shall mean such plan of the proposed building to be sanctioned by the Kolkata Municipal Corporation and other concerned authorities for construction of a new building on the "Said Premises".
- c) **OWNER** :- shall mean (1) **L.K ESTATES PRIVATE LIMITED**, the party of the One Part herein.
- d) **DEVELOPER** :- shall mean **M/S. NOBLE TREXIM PVT. LTD.**, the party of the Other Part herein.
- e) **ARCHITECT & CONSULTANT**: - shall mean the architect and other consultant as may be appointed by the party of the Other Part from time to time and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.
- f) **NEW BUILDING and/or MULTISTORIED BUILDING** :- shall mean the new building/s to be constructed on the "Said Premises" in accordance with the plan to be sanctioned by the authorities concerned.
- g) **UNIT/FLAT** :- shall mean any flat, servant's room and other covered area in the new building which is capable of being exclusively owned, used by any unit owner or owners.



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- h) **CAR PARKING SPACE** :- shall mean the spaces in the portions of the ground floor level, whether open or covered, in the proposed new building and/or premises expressed or intended to be reserved for parking of four wheelers/two wheelers vehicles.
- i) **OWNER'S ALLOCATION** :- shall mean 53% of the total F.A.R. to be sanctioned by K.M.C. in the proposed building on the 'Said Premises' with proportionate share in the land comprised in the 'Said Premises' and together with the proportionate share in the common parts and facilities in the 'Said Premises' finished in all respects as per the specification mentioned in the **Third Schedule** appearing hereunder. The Owners shall also be entitled to 53% of the Car Parking space, Common area and Roof of the proposed new building.
- j) **DEVELOPER'S ALLOCATION** :- shall mean 47% of the total F.A.R. to be sanctioned by K.M.C. in the proposed building on the 'Said Premises' with proportionate share in the land comprised in the 'Said Premises' and together with the proportionate share in the common parts and facilities in the 'Said Premises' finished in all respects as per the specification mentioned in the **Third Schedule** appearing hereunder. The Developer shall also be entitled to 47% of the Car Parking space, Common area and Roof, of the proposed new building.
- k) Further the Developer shall be entitled to give possession of its allocated area to its Purchaser/s only after handing over possession of the Owner's allocated area to the Owners. However, the same shall not restrict the Developer to book, and execute agreement for sale and/or take the advance from its prospective Purchaser/s out of Developer's allocated area in the proposed building to be constructed at the 'Said Premises'.



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- l) That subsequently after the plan is sanctioned, both the parties shall enter into a Supplementary Agreement recording their mutually agreed respective allocation area, duly coloured and marked on the photocopy of the sanction plan, which shall form part of the Supplementary Agreement, and also this Agreement.
- m) **SECURITY DEPOSIT** - The Other Part shall pay an Interest Free Refundable security money being a total sum of Rs.200,00,000/- (Rupees Two Crore only) to the One Part, for giving exclusive development right to the Other Part as Developer for the development of the 'Said Premises', in the following manner:
- a) Rs. 1,21,00,000/- (Rupees One Crore twenty one lac only) on or before registration of Joint Development Agreement (JDA), Power of Attorney (POA) and handing over the possession of the 'Said Premises' save except the area occupied by tenants, after deducting/adjusting the token advance paid in terms of the above said MOU, and/or any further payment made thereafter,
 - b) Balance sum of Rs. 100,00,000/- (Rupees One Crore only) upon the settlement with the two residential tenants. On the instruction/request of the One Part the Other part shall make the payment directly to the tenants on behalf of the One Part, and take the vacant possession of the area occupied by the tenants, however if there is any short fall in the amount for settlement with tenants, the same shall be paid by the One Part and if there is any surplus amount, the Other part shall pay the same to the One Part.



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n) **Refund of Security Deposit**

The One Part shall refund the aforesaid interest free refundable security deposit to the Other part in the following manner :


a) Rs.100,00,000/- (Rupees One Crore only) within 30 days of completion of super structure of the proposed building, alternatively, adjusting the proportionate area out of One Part's allocation area at a mutually agreed price between the parties.

b) Balance sum of Rs. 100,00,000/- (Rupees One Crore only) upon completion of the project and/or before taking over the possession of the One Part's allocation area.

o) **FORCE MAJEURE** :- shall means, act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government acquisition or requisition, inability to act due to government action, interruption and/or shortage of supply of goods and construction materials, and/or skilled manpower, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the Party affected to the other Party within reasonable time.

2. That the One Part hereby grant the exclusive right of development of the 'Said Premises' unto and in favour of the Other Part herein, with the intent and object that the Other Part shall be entitled to obtain the sanction plan for the proposed building of the 'Said Premises' from the Kolkata Municipal Corporation and to construct, erect and complete the New Building on the




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'Said Premises' in accordance with the sanctioned plan and as per specifications mentioned in the **Third Schedule** at the costs, expenses and efforts of the Other part, and the Developer shall not claim any amount from the One Part for the same whatsoever or howsoever.

3. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed fulfilled and observed by both the parties herein and in further consideration that the One Part having agreed to grant the exclusive right of Development of the 'Said Premises' including the One Part's allocation, the Other Part shall handover the One Part's allocation area as mentioned hereinbefore to the One Part.

4. (i) That the One Part's allocation of 53% area completed in all respects shall be handed over to the One Part preferably within 30 (thirty) months or maximum within 36 (thirty six) months including a grace period of six months, if required, from the date of obtaining the sanction plan from the KMC and/or receiving the complete vacant possession of the 'Said Premises' whichever is later.

(ii) However, the completion period of thirty six months, is subject to booking/selling and receiving the consideration amount out of Other Part's allocation area, in case of poor market condition/booking, the completion period shall be extended further as may be mutually agreed between the parties.

5. **Owner/One Part's Obligation :**

(i) To provide the clear marketable title of the 'Said Premises'.



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(ii) To settle with all the tenants / occupiers at its own cost and efforts, and to handover the complete vacant possession of the 'Said Premises' to the party of the Other Part, maximum within 90 days from the date of execution of this JDA.

(iii) To deposit all original title related documents into a Joint Escrow Account / Locker to be operated jointly by both the parties, and the same shall be produced before the concerned authorities, as and when required for the verification purpose.

(iv) To execute an Registered Power of Attorney in favour of the Other part or its nominee or nominees for doing all types of acts, deeds and things required for the development of the 'Said Premises', and also for selling/ transferring the Other part's allocation area to the extent of 47% share in the proposed new building to any prospective purchaser/s.

6. Developer's Obligation :

a) That in consideration of Other part constructing the said building as per the terms and conditions contained in this agreement and the obligations to be fulfilled on the part of both the parties, and further Other part giving the possession first to the One Part's allocation area, the Other part shall be entitled to get / retain the Developer's allocation area in the 'Said Premises' with the right to enjoy, sell, lease out, let out the said allocation in such parts and for such consideration as the Other part deem fit and no consent of One Part shall be required for the same.

Subsequently, both parties and /or their nominees shall become Owners of the undivided proportionate share of the land underneath the newly constructed building and other common area and facilities corresponding to their respective allocations in the ratio of the constructed space to be owned by them.



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b) That the Other part shall proceed with the planning for the new building to be constructed at the 'Said Premises' and shall arrange for the survey of the 'Said Premises', soil investigation of the said Land, to appoint Architect and other consultants for preparation of the plan, and to submit the same to the Authorities concerned and obtain sanction of the Building Plan, and thereafter construct the building at its own cost & efforts in terms of this agreement and as per the specification as described in the **Fifth Schedule** in this present.

7. **The Developer/Other Part has further agreed that:**

- a) The Other part is satisfied with the title of the One Part in respect of the 'Said Premises'
- b) To incur all costs charges and expenses for planning, sanctioning and construction of the proposed Building and to obtain all necessary clearance from Authorities such as Fire, D.C. Traffic, Drainage, K.I.T., Survey Department, Urban Land (Ceiling and Regulations) Department, Assessment Department or any other expenses related to the construction of the proposed building and the One Part shall not be responsible for the same save and except that the One Part shall sign all the necessary papers, documents, deeds as may be required by the Other part for the development of the 'Said Premises' and also extend necessary co-operation in this regard. However, the sole responsibility will be of the Other part for the aforesaid works including the payment of the Architect's fees and the One Part shall have no responsibility and accountability for the same and the Other part shall keep the One Part saved harmless, and indemnified against all liabilities, obligations, claims, demands, loss and damages arising there from or in connection



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thereto and to handover the One Part's allocation to the One Part or its nominees after completion of the building/project.

- c) The Other part shall start the construction of the proposed building within 60 days from getting the sanction of the proposed building plan from KMC and/or obtaining the complete vacant possession of the 'Said Premises' whichever is later, unless prevented by the circumstances amounting to force majeure, and to complete the proposed building at its own cost within the said period of 36 months including six month grace period, if required, from the date of sanctioned plan or obtaining the complete vacant possession whichever is later, subject to clause 4 (ii).

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8. **The Developer/Other Part's responsibility & entitlement:**

- a) To construct and complete the said building in terms of this agreement and strictly in accordance with the sanctioned or revised sanctioned building plan, if any, by the Kolkata Municipal Corporation and other concerned authorities, and as per the specifications mentioned in **Fifth Schedule** hereto, with good quality material and workmanship.
- b) To enjoy, sell, lease out Other part's allocation area, to the extent of 47% share as mentioned herein above wholly or in part at such price it thinks fit to all such person or persons it may desire without any interference from the One Part.
- c) To nominate such person or persons for acquiring right, title and interest in respect of the 47% undivided share of land attributable to the Developer's allocation in the proposed building.
- d) That it has been agreed between the parties, in case the Owner/Party of the One Part is unable to settle with the existing remaining tenants

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within the specified period of three months from the date of execution of this agreement, in such case unless the said time is extended by the Other Part, the Other Part shall be at liberty to cancel this Agreement, in such case the One Part shall be liable to refund the said security deposit within one month on the expiry of the said period of three months to the Other Part, till the such entire amount not refunded the other part shall have first charge on the same.

The Owner/One Part has agreed:

- a) To sign and execute all necessary plans, papers, undertakings, affidavits, documents, declarations, agreements, deeds which may be required for sanctioning of the plan and construction of the proposed building and also for commercial benefit of the same by developing the 'Said Premises' by the Other part.
- b) To co-operate with the other part for construction and completion of the new multistoried building at the 'Said Premises'
- c) To handover the peaceful vacant possession of the 'Said Premises' to the Other Part, simultaneously upon execution of this Agreement, save and except area occupied by the tenants.

10. The Owner/One Part has further agreed as follows:

- a) Not to sell, transfer, alienate or encumber the 'Said Premises' and/or Other Part's share of allocation in the proposed new building in the 'Said Premises', so long this agreement shall remain in force and effect. The One Part shall be entitled to sell, transfer or make advance booking



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for space of One Part's allocation only, subject to clause 1 (1) and after commencement of construction work.

- b) Save and except in the case of any breach or violation of the terms and conditions on Other part contained herein not to cause any obstruction or interference in the construction erection and completion of the New Building on the 'Said Premises'.
- c) Shall not create any charge / mortgage the 'Said Premises' or any part thereof and shall not encumber the said premises in any form.
Save and except if required by the other part as mentioned in the close 8E
- d) Shall convey the proportionate undivided share of land upto the extent of 47% share to the nominee or assignee of the Other part as may be required by the Other part in respect of developer's allocation area, either directly or through its Constituted Attorney.
- g) Shall provide all documents as may be required by the Other part for the Development of the 'Said Premises'.

11. Mutual covenants

- 11.1. The One Part and the Other Part have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the One Part and the Other Part, nor shall the One Part and the Other Part in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.



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- 11.2. The One Part and the Other Part, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- 11.3. The Other Part shall in consultation with the One Part and with its prior approval frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally captured / mentioned in the sale / conveyance deeds/agreements/allotment letters/ documents, to be extended with prospective purchasers
- 11.4. Nothing in these presents shall be construed as a sale / transfer or assignment in law by the One Part in respect of the Land or any part thereof to the Other Part or as creating any right, title or interest in respect thereof, in favour of the Other Part other than license to the Other Part to commercially exploit the same in terms hereof.
- 11.5. The Transferee/s either of the One part or of the Other part shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the flats / units / space in the Complex proposed to be transferred in his/her/its favour as per prevailing banking laws.
- 11.6. In case because of technical reason, if the demarcation of exact allocation area of either party is not possible, in such event whichever party is receiving more area, shall pay to the other party @ the then booking price of the flat and car parking place




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12. **Miscellaneous:**

- 12.1 It has been further agreed that subject to the Other part making over the possession of the area of One Part allocation and subject to their fulfilling the other terms and conditions herein contained, in term of this agreement the Other part shall be entitled to make over possession of the space to respective Purchasers and the One Part shall cease to have any right title or interest in the Other part's allocation area.
- 12.2 Both the parties shall be entitled to deal with or dispose of their respective allocation area in any manner they think fit and proper without any interference from each other and without putting any obstruction for the construction of the said building provided both the parties have duly fulfilled, discharged and observed the terms, conditions and covenants on their respective parts contained herein.
- 12.3 Both the parties shall ensure that all the terms and conditions and other obligations are fulfilled and also to abide by the terms and conditions and obligations applicable to all the Flat/Unit Owners in the said proposed New Building.
- 12.4 The One Part shall be responsible for demolition of the existing structures at its own cost and effort and shall be entitled to apportion the salvage value and cost of demolition, and shall further be liable for any other costs, out of pocket expenses etc on account of such demolition.
- 12.5 The Other part shall take necessary steps for getting the electricity connection, installation of Generator set, EPABX and CCTV system, apportionment of KMC taxes etc. of the units in the proposed building, and the cost for obtaining all the aforesaid facilities; the Extra Development Charges (EDC) shall be paid and borne by both the parties and/or their nominees, proportionate to their





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respective share in the proposed building and 'Said Premises'. After apportionment and separation of the respective units, the individual Owner of such units shall be liable to pay their KMC taxes and other statutory outgoings and maintenance charges. The One Part and/or its nominee shall be responsible for the payment of EDC and applicable GST and /or Other Statutory Charges as per table given below per flat or unit in respect of their allocation area, except the maintenance charges and corpus fund which will become due and payable from the date of delivery of the One Part's allocation area.

- 12.6 This Agreement sets forth the entire agreement and understandings between the Parties relating to the Land and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.
- 12.7 In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.
- 12.8 The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Other Part.
- 12.9 Upon completion of the construction of the Project in all respects, the Other Part shall send a notice to the One Part along with the completion certificate issued by the Municipal Authority certifying that the construction has been done in accordance with the sanctioned and/or revised sanctioned Building Plans and fit for occupation. Upon receipt of the notice, the One Part along with the Other Part shall execute the necessary sale / conveyance deeds in favour of the Transferees for Transfer of the flats / units and other rights and benefits in the Project.




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12.10 EDC (Extra Development Charges)

1	For electricity service line & common meter (except security deposit for individual meter)	
2	DG set for Power Backup.	
3	EPABX/CCTV system for security.	
4	Apportionment of Tax and Mutation for individual apartment/unit.	
5	Association formation charges.	
6	Legal fees and expenses for documentation	
	Total	

12.11 Both the Parties shall be responsible and liable for the payment of Stamp Duty, Registration Fees, GST, Income Tax or any other tax and imposition levied by the State Government, Central Government or any other Statutory authority or body at present or in future and as may be applicable and payable on the transfer, acquisition and/or handing over of their respective allocation area.

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✓ 12.12 Both the Parties have agreed that for the purpose of sale and transfer of their respective allocations no further consent of the Other Party shall be required and this Agreement by itself shall be treated as such consent.

✓ 12.13 It shall be the responsibility of the Other Part to construct the maximum possible space conforming to the bye-law of the Authorities concerned for the maximum commercial benefit out of the 'Said Premises' and as such if any additional space is available beyond what has been sanctioned, the cost for



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sanctioning and/or regularizing the said additional space shall be divided between both parties proportionate to the ratio however, the cost of construction for such additional available space shall be paid and borne by the Other part only.

✓ 12.14 The One Part shall exclusively be responsible for all municipal taxes, rates and other outgoings in respect of the 'Said Premises' till the delivery of possession thereof is made over to the Other part.

12.15 Thereafter for the subsequent period until the delivery of possession of the One Part's allocated area to the One Part and/or its nominee in the newly constructed building is affected by the Other part, such municipal taxes, rates and other outgoings shall be paid and borne by the Other part. Subsequently upon apportionment and mutation of individual flats/units the respective flat/unit owners shall be liable for payment of municipal taxes, charges and all other outgoings. However, till the individual flats/units are separately assessed, both the parties and/or their nominees shall be liable for the payment of Municipal Taxes and Charges and other outgoings for the newly constructed building and/or premises, proportionately to their ratio in the said building from the date of delivery of possession.

12.16 The roof including the ultimate roof of the said proposed building shall remain common, joint and undivided between both the Parties and/or their nominees:

12.17 The Government of West Bengal has already implemented West Bengal Housing Industry Regulation Act, 2017 (WBHIRA), as such the parties of this agreement shall be bound by their respective obligations under the said Act during the term of this Agreement, if applicable.

13. Notices, Correspondence and Communication



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13.1. All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address given below:

Representative of the Owner	:	Mr. Suresh Kumar Goel
Address	:	189, Muktaram Babu Street,
	:	Kolkata – 700 007
Email	:	skgoel_64@rediffmail.com
Representative of the Developer	:	Mr. Rakesh Kumar Shyamsukha
Address	:	2C, Mahendra Road, 1 st floor
	:	Kolkata – 700 025
Email	:	rakesh@nobleprojects.in


13.2. Unless another address has been specified by a Party hereto by a written notice to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is Seven (7) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

14. Dispute resolution & Jurisdiction of Courts

14.1. In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 14.2 below.

14.2. If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 14.1 above within sixty (60) days, it shall be settled through




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Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.

- 14.3. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- 14.4. The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- 14.5. Any decision/award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.

THE FIRST SCHEDULE HEREIN REFERRED TO ABOVE

(Chain of Title)

1. At all material times and until as hereinafter mentioned one Priyanath Dutta was seized and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto **FIRSTLY ALL THAT** the brick built building, messuage, tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 5 cottahs 6 chittacks and 10 square feet be the same a little more or less situate lying at and being premises no. 4, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, within the Municipal limits of Kolkata, **SECOND ALL THAT** the brick built building, messuage, tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same are erected and built and



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containing by estimation an area of 8 cottahs 13 chittacks and 19 square feet be the same a little more or less situate lying at and being premises no. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, within the Municipal limits of Kolkata. AND THIRDLY ALL THAT the brick built building, messuage, tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 1 cottah 2 chittacks and 10 square feet be the same a little more or less situate lying at and being premises no. 3/3, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, within the Municipal limits of Kolkata and hereinafter for the sake of brevity collectively referred to as the 'Entire Property free from all encumbrances and liabilities whatsoever.

2. The said Priyanath Dutta who was in his life time and at the time of his death a Hindu governed by the Bengal School of Hindu Law died intestate on or about the 21st day of December, 1931 leaving behind him his sole widow Smt. Sailabala Dutta, his three sons, namely, Rabindra Nath Dutta, Bimal Kumar Dutta and Nirmal Kumar Dutta and four daughters, namely, Smt. Kamala Ghosh, Smt. Susama Ghosh, Smt. Mira Rani Mitra and Smt. Shanti Neogi and leaving behind the said Entire Property.
3. The said Rabindra Nath Dutta, Bimal Kumar Dutta and the said Nirmal Kumar Dutta were entitled to the said Entire Property in equal shares absolutely as per the then law of inheritance subject to life interest of said Sailabala Dutta, which, however, became absolute after promulgation of Hindu Succession Act, 1956 and as such all of them became the owners of the aforesaid property each acquiring undivided 1/4th share therein.
4. The said Rabindra Nath Dutta who was in his life time and at the time of his death a Hindu governed by the Hindu Succession Act died intestate on or about



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15th day of July, 1967 leaving behind his sole widow Smt. Reba Rani Dutta, his three sons, namely, Pranab Kumar Dutta, Prabir Kumar Dutta, Pratap Kumar Dutta, his two daughters, namely, Smt. Anju Rani Basu and Smt. Manju Rani Basu and his mother the said Smt. Sailabala Dutta as his heiresses and heirs each acquiring undivided 1/4th part or share of and in the said Entire Property who became jointly entitled to the same in equal shares absolutely and forever.

5. The said Smt. Sailabala Dutta who was in her life time and at the time of her death a Hindu governed by the Hindu Succession Act died intestate on or about 4th day of July, 1971 leaving behind her two sons, namely, Bimal Kumar Dutta, Nirmal Kumar Dutta, four daughters, Smt. Kamala Ghosh, Smt. Susama Ghosh, Smt. Mira Rani Mitra and Smt. Shanti Neogi and Smt. Reba Rani Dutta her daughter-in-law being the widow of her predeceased son the said Rabindra Nath Dutta, deceased and her three sons Pranab Kumar Dutta, Prabir Kumar Dutta, Pratap Kumar Dutta, being her grandsons being the sons of her predeceased son the said Rabindra Nath Dutta, deceased and her two daughters, namely, Smt. Anju Rani Basu and Smt. Manju Rani Basu being the daughters of her predeceased son the said Rabindra Nath Dutta, deceased and leaving behind an undivided 2/7th part or share of and in the said Entire Property who became jointly entitled to the same according to the shares prescribed in the said Hindu Succession Act.
6. The said Smt. Shanti Neogi who was in her life time and at the time of her death a Hindu governed by the Hindu Succession Act died intestate on or about 14th day of June, 1973 leaving behind her only son, namely, Jayanta Neogi and her two daughters, Smt. Gopa Neogi also known as Gopa Ghosh, Smt. Shampa Neogi alias Swapna Neogi also known as Swapna Ghosh and leaving behind an undivided proportionate part or share of and in the said Entire Property




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- inherited by her from her mother the said Sailabala Dutta, deceased, who became jointly entitled to the same in equal shares absolutely and forever.
7. The said Smt. Susama Ghosh who was in her life time and at the time of her death a Hindu governed by the Hindu Succession Act died intestate on or about 12th day of August, 1974 leaving behind her only son, namely, Brajendra Nath Ghosh, her three daughters, Ilu Dutta, Ruby Dutta and Lila Bose and leaving behind an undivided proportionate part or share of and in the said Entire Property inherited by her from her mother the said Sailabala Dutta, deceased who became jointly entitled to the same in equal shares absolutely and forever.
 8. The said Smt. Mira Rani Mitra who was in her life time and at the time of her death a Hindu governed by the Hindu Succession Act died intestate on or about 26th day of June, 1976 leaving behind her three sons, namely, Tarun Mitra, Barun Kumar Mitra and Swapan Kumar Mitra and her two daughters, Karabi Dey and Smt. Purabi Bose and leaving behind an undivided proportionate part or share of and in the said Entire Property inherited by her from her mother the said Sailabala Dutta, deceased who became jointly entitled to the same in equal shares absolutely and forever.
 9. The said Smt. Kamala Ghosh, who was in her life time and at the time of her death a Hindu governed by the Hindu Succession Act died intestate on or about 11th day of November, 1978 leaving behind her only son, namely, Prabhat Kumar Ghosh, and leaving behind an undivided proportionate part or share of and in the said Entire Property inherited by her from her mother the said Sailabala Dutta, deceased who became jointly entitled to the same in equal shares absolutely and forever.
 10. The said Nirmal Kumar Dutta who was in his life time and at the time of his death a Hindu governed by the Hindu Succession Act died intestate as bachelor




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on or about 28th day of December, 1991 leaving behind his only brother Bimal Kumar Dutta and leaving behind an undivided proportionate part or share of and in the said Entire Property inherited by him after the demise of his parents Priyanath Dutta, deceased and Sailabala Dutta, deceased respectively who became jointly entitled to the same absolutely and forever.

11. By a Bengali registered Deed of Gift dated the 24th March, 1992 all the legal heirs of Kamala Ghosh (since deceased), Susama Ghosh (since deceased), Mira Rani Mitra (since deceased) and Shanti Neogi (since deceased) namely, Ilu Dutta, Ruby Dutta and Lila Bose alias Tutu Bose and Sri Prabhat Kumar Ghosh, Sri Tarun Kumar Mitra, Sri Barun Kumar Mitra, Sri Swapan Kumar Mitra, Smt. Karabi Dey, Smt. Purabi Basu, Sri Jayanta Neogi, Smt. Gopa Ghosh and Smt. Swapna Ghosh duly bequeathed and/or gifted their undivided 1/7th share in ALL THAT the entire property more fully described in the Item Nos. 1 & 2 of the Schedule hereunder written absolutely and forever free from all encumbrances, liabilities, whatsoever in favour of Sri Bimal Kumar Dutta, Smt. Reba Rani Dutta, Sri Pranab Kumar Dutta, Sri Prabir Kumar Dutta, Sri Pratap Kumar Dutta, Smt. Anju Rani Basu and Smt. Manju Rani Basu being the Donces therein and the said Deed was registered before the Registrar of Assurances at Kolkata in Book No.I, Being no. 6327 for the year 1992.
12. In the premises the said Bimal Kumar Dutta, the said Smt. Reba Rani Dutta the said Pranab Kumar Dutta, the said Smt. Anju Rani Basu the said Smt. Manju Rani Basu and the said Pratap Kumar Dutta became seized and possessed of or otherwise well and sufficiently entitled to as an absolute estate of inheritance or an estate equivalent thereto ALL THAT the said property (out of which the said Bimal Kumar Dutta became entitled to an undivided proportionate part or share of and in the said Entire Property while the remaining undivided proportionate part or share of and in the said Entire




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Property became jointly entitled to the said Reba Rani Dutta, the said Pranab Kumar Dutta, the said Pratap Kumar Dutta, the said Smt. Anju Rani Bose and Smt. Manju Rani Bose) free from all encumbrances and liabilities whatsoever.

13. By a Bengali Deed of Partition dated the 24th day of March, 1992 and registered at the office of the Registrar of Assurances at Kolkata in Book No. I, Being No. 6328 for the year 1992 and made between the said Bimal Kumar Dutta and the said Reba Rani Dutta, Pranab Kumar Dutta, Prabir Kumar Dutta, Pratap Kumar Dutta, Sm. Anju Rani Bose and Sm. Manju Rani Bose, the said entire property more particularly described in Schedule "Ka" thereunder written being Item Nos. 1 and 2 were divided into two lots bearing Lot No.A and Lot No.B and the said Lot A was exclusively allotted to Bimal Kumar Dutta and Lot No. B was exclusively allotted to the said Reba Rani Dutta, Prabir Kumar Dutta, Pranab Kumar Dutta, Pratap Kumar Dutta, Sm. Anju Rani Bose and Sm. Manju Rani Bose and more particularly described in Schedule "Ga" thereunder written and delineated in the map or plan thereto annexed and thereon bordered Yellow absolutely and forever free from all encumbrances and liabilities, whatsoever.
14. The said Lot No.B allotted to the said Reba Rani Dutta, Prabir Kumar Dutta, Pranab Kumar Dutta, Pratap Kumar Dutta, Sm. Anju Rani Bose and Sm. Manju Rani Bose being ALL THAT the brick built building, messuage, tenement or dwelling house together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same are erected and built and containing by estimation an area of 6 Cottahs, 15 Chittaks and 19 sq.ft. be the same a little more or less situate lying at and being the divided and demarcated part or portion of premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, within the municipal limits of Kolkata and




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hereinbefore as well as hereinafter referred to as the "Lot No. B" free from all encumbrances and liabilities, whatsoever.

15. The said Sm. Reba Rani Dutta, who was in her life time and at the time of her death a Hindu governed by the Hindu Succession Act died intestate on or about the 7th day of September, 1994 leaving behind the proportionate share, right, title and interest of and in the said Lot No. B and leaving behind her three sons, namely Prabir Kumar Dutta, Pranab Kumar Dutta, Pratap Kumar Dutta and two daughters, namely, Sm. Anju Rani Bose and Sm. Manju Rani Bose as her heiresses and heirs her surviving who became jointly entitled to the said undivided proportionate share, right, title and interest of and in the said Lot No. B having an area 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, within the municipal limits of Kolkata each acquiring undivided 1/5th share therein absolutely and forever free from all encumbrances and liabilities, whatsoever.
16. The said Pranab Kumar Dutta, died intestate on or about 15th January, 2000 leaving behind him his two wives, namely Sovana Dutta and Bharati Dutta and their respective sons and daughters, who thus jointly inherited the said undivided 1/5th share of said Pranab Kumar Dutta in respect of ALL THAT the piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, within the municipal limits of Kolkata as such his first wife and her children acquired undivided 1/10th share and his second wife and her children acquired undivided 1/10th share therein.
17. Said Bharati Dutta, wife of Late Pranab Kumar Dutta, jointly with her two sons, namely Prasenjit Dutta and Devjit Dutta, jointly by virtue of a registered Deed of Conveyance dated **23rd November, 2005** sold, conveyed and transferred their undivided 1/10th in respect of said piece and parcel of land



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measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata to the present Owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 35, Being No. 00172 for the year 2006.

18. Another wife of said Pranab Kumar Dutta, namely Sovana Dutta, jointly with her two daughters, namely Paramita Dutta and Sharmistha Ghose Dastidar, jointly by virtue of a registered Deed of Conveyance dated **29th December, 2005** sold, conveyed and transferred their undivided $1/10^{\text{th}}$ in respect of said piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata to the present Owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, pages 1 to 31, Being No. 00103 for the year 2006.
19. Anju Rani Bose, wife of said Ajit Kumar Bose, who acquired undivided $1/5^{\text{th}}$ share of said Reba Rani Dutta, by virtue of a registered Deed of Conveyance dated **23rd November, 2005** sold, conveyed and transferred her undivided $1/5^{\text{th}}$ in respect of said piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata to the present Owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 35, Being No. 00262 for the year 2006.
20. Manju Rani Bose, wife of Shri Niranjan Bose, who acquired undivided $1/5^{\text{th}}$ share of said Reba Rani Dutta by virtue of a registered Deed of Conveyance dated **23rd November, 2005** sold, conveyed and transferred her undivided $1/5^{\text{th}}$




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in respect of said piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata to the present Owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 35, Being No. 00265 for the year 2006.

21. Prabir Kumar Dutta, son of Late Rabindra Nath Dutta, who acquired undivided $1/5^{\text{th}}$ share of said Rabindra Nath Dutta, by virtue of a registered Deed of Conveyance dated 23rd November, 2005 sold, conveyed and transferred his undivided $1/5^{\text{th}}$ in respect of said piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata to the present Owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 35, Being No. 00264 for the year 2006.
22. Another registered Deed of Conveyance dated 23rd November, 2005, Pratap Kumar Dutta, son of Late Rabindra Nath Dutta, who acquired undivided $1/5^{\text{th}}$ share of said Rabindra Nath Dutta, sold, conveyed and transferred his undivided $1/5^{\text{th}}$ in respect of said piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata to the present Owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 35, Being No. 00261 for the year 2006.
23. Said Bimal Kumar Dutta, who by virtue of the said partition, acquired the properties as mentioned in item Nos. (i), (ii) and (iii) hereinafter, died intestate on 9th April, 1999 leaving behind him his wife namely Smt. Nupur Dutta, one




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son namely Sri Sanjoy Dutta and one daughter, namely Smt. Sanchita Dutta as his legal heirs and representatives and all have jointly inherited his shares in equally.

- i) An area of land measuring about 05 Cottahs, 06 Chittaks and 10 Sq.ft. being Municipal Premises No. 4, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata – 700025.
 - ii) An area of land measuring about 01 Cottahs, 14 Chittaks and 10 Sq.ft. being part of Municipal Premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata – 700025.
 - iii) An area of land measuring about 01 Cottahs, 02 Chittaks and 10 Sq.ft. being Municipal Premises No. 3/3, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata – 700025.
24. By another registered Deed of Conveyance dated 7th October, 2005, Nupur Dutta, wife of Late Bimal Kumar Dutta, sold, conveyed and transferred her undivided 1/3rd share in respect of said piece and parcel of land measuring about 1 Cottah and 14 Chittaks being the part of premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata and another undivided 1/3rd share in respect of an area of land measuring about 5 Cottahs, 6 Chittaks and 10 Sq.ft. being premises No. 4, Chandranath Chatterjee Street also known as Chandranath Chatterjee Street to the present owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 43, Being No. 9306 for the year 2005.
25. By another registered Deed of Conveyance dated 19th December, 2005, Sanjay Dutta, son of Late Bimal Kumar Dutta, sold, conveyed and transferred his



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undivided 1/3rd share in respect of said piece and parcel of land measuring about 1 Cottah and 14 Chittaks being the part of premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata and another undivided 1/3rd share in respect of an area of land measuring about 5 Cottahs, 6 Chittaks and 10 Sq.ft. being premises No. 4, Chandra Chatterjee Street also known as Chandranath Chatterjee Street to the present owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 41, Being No. 00113 for the year 2006.

26. By another registered Deed of Conveyance dated 19th December, 2005, Sanchita Das, wife of Shri Jatin Das and daughter of Late Bimal Kumar Dutta, sold, conveyed and transferred her undivided 1/3rd share in respect of said piece and parcel of land measuring about 1 Cottah and 14 Chittaks being the part of premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata and another undivided 1/3rd share in respect of an area of land measuring about 5 Cottahs, 6 Chittaks and 10 Sq.ft. being premises No. 4, Chandra Chatterjee Street also known as Chandranath Chatterjee Street to the present owner on valuable consideration and the said Deed was registered before the Additional Registrar of Assurance-I at Kolkata in Book No. I, Volume No. I, Pages 1 to 41, Being No. 00111 for the year 2006.

27. Thus by virtue of the aforesaid 9 (nine) registered Deed of Conveyances, the present Owner became the absolute Owner in respect of FIRSTLY ALL THAT the piece and parcel of land measuring about 6 Cottahs, 15 Chittaks and 19 Sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, SECONDLY ALL THAT the piece and parcel of land measuring about 1 Cottah and 14 Chittaks being the part of premises No. 4, Chandra Chatterjee Street also known as Chandranath Chatterjee Street,



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Kolkata and THIRDLY ALL THAT the piece and parcel of land measuring about 5 Cottahs, 6 Chittaks and 10 Sq.ft. being premises No. 5, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata having a total area of land measuring about 14 Cottahs, 03 Chittaks and 29 Sq.ft., which however, on physical measurement found to be 14 Cottahs, 06 Chittaks and 22 Sq.ft. together with brick built building situated thereon.

28. The present Owner has amalgamated all the aforesaid three properties into one premises, which have been renumbered as premises No. 4, Chandra Chatterjee Street now known as Chandra Nath Chatterjee Street in the record of the Kolkata Municipal Corporation.
29. The present Owner being interested to get the aforesaid amalgamated property developed, approached the present Developer and the Developer agreed to develop the aforesaid amalgamated property on the ratio as mentioned herein before and on the terms and conditions as contained in this Agreement.

THE SECOND SCHEDULE HEREIN REFERRED TO ABOVE

(Said Premises)

ALL THAT the piece and parcel of land containing an area of about 14 Cottahs, 03 Chittaks and 29 Sq.ft. more or less, however, on physical measurement found to be 14 Cottahs, 06 Chittaks and 22 Sq.ft. together with brick built structures situated thereon being amalgamated premises No. 4, Chandra Chatterjee Street also known as Chandranath Chatterjee Street, Kolkata - 700 025 within the limits of the Kolkata Municipal Corporation Ward No. 71 and butted and bounded by in the manner as follows that is to say:-

ON THE SOUTH : By Road Chandra Chatterjee Street also known as Chandranath Chatterjee Street;



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ON THE NORTH : By Premises No. 5B, Chandra Chatterjee Street also known as Chandranath Chatterjee Street;

ON THE EAST : By Twelve feet common passage;

ON THE WEST : By premises No. 6, Chandra Chatterjee Street also known as Chandranath Chatterjee Street.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Owner/ One Part's allocation)

OWNERS' ALLOCATION :- shall mean 53% of the total F.A.R. to be sanctioned by K.M.C. in the proposed building on the 'Said Premises' with proportionate share in the land comprised in the 'Said Premises' and together with the proportionate share in the common parts and facilities in the 'Said Premises' finished in all respects as per the specification mentioned in the Fifth Schedule appearing hereunder. The Owners shall also be entitled to 53% of the Car Parking space, common area and 53% undivided share of the Roof including the ultimate roof of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Developer/Other Part's allocation)

DEVELOPER'S ALLOCATION :- shall mean 47% of the total F.A.R. to be sanctioned by K.M.C. in the proposed building on the 'Said Premises' with proportionate share in the land comprised in the 'Said Premises' and together with the proportionate share in the common parts and facilities, in the 'Said Premises' finished in all respects as per the specification as mentioned in the Fifth Schedule appearing hereunder. 'The Developer shall also be entitled to 47% of the Car Parking space,



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common area and 47% undivided share of the Roof including the ultimate roof of the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specification)

- Building/Structures** : RCC frame structures as suggested by the Structural Engineer.
- Walls & Ceilings** : All walls, internal and external with good quality clay or AEC block, of 8", 5" and 3" as may be required and suggested by the Architect with cement plaster of requisite thickness. Ceiling and walls shall be provided with Putty or plaster of paris
The exterior wall of the building shall be painted with good quality of weather proof paint.
- Windows** : Aluminium window with glass panes as per the elevation, designed by the Architect.
- Doors & Fram** : a) Frame of season treated good quality wood, and factory made flush doors shutters inside the flat, with good quality hardware fittings and locks.
b) Main gate of the flat / unit shall be of good quality designer panel door including the required hardware fittings.
- Kitchen** : Vitrified Tiles flooring and granite cooking table top with stainless steel sink etc. and dado upto 2'-6" with glazed tiles in the walls.
- Toilets** : Anti skid ceramic tiles in flooring and designer glazed tiles upto door height with number one quality UPVC/G.I. pipe for hot and cold water lines. All toilets will be provided with good quality CP and sanitary fittings of reputed brand.




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- Flooring & Skirting** : Vitrified tiles in all other areas with 4" skirting all around
- Electricity** : Concealed copper wiring , with sufficient electrical points and sockets as may be required and suggested by the architect including the TV, Cable, Intercom and Telephone points inside the flat/ unit and in the common area of the building.
- Water Arrangement** : From underground reservoir tank by pump to overhead reservoirs for continuous water supply.
- Exterior Paint** : Weather proof exterior paint of reputed brand
- Roof Finish** : After proper water proofing treatment, the roof tiles shall be provided in the roof.
- Boundary wall & light** : The entire area of the Premises will be butted and bounded by boundary of 7 feet height with the designer main gate as may be suggested by the Architect
- Lift** : Lift of required capacity as may be suggested by the Architect, of reputed company like KONE, Shindler or equivalent.



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

SIGNED AND DELIVERED BY THE OWNER/ONE PART AT KOLKATA IN THE PRESENCE OF:

1. Sanjiv Kumar Sen
- 2.

SIGNED SEALED AND DELIVERED BY THE DEVELOPER/OTHER PART AT KOLKATA IN THE PRESENCE OF:

L.K.ESTATE PVT LTD



(OWNER/ONE PART)
NOBLE TREXIM (P) LTD.



NOBLE TREXIM (P) LTD. Director

Ramesh Kumar Sanyal
Director

(DEVELOPER/OTHER PART)

Witness:

1. Sanjiv Kumar Sen
A/C in police Cant
WB 27
2. Jignesh Shah
JIGNESH SHAH
48, BENINANDAN STREET
KOLKATA - 700025

Ramesh Kumar Sanyal
A/C in police Cant
WB 613/1001



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MEMO OF CONSIDERATION

Received from the above named Developer a total sum of Rs 1,21,00,000/- (Rupees One Crore twenty one lac only) as and by way of part Interest Free Refundable/Adjustable Security money as per the memo given below:

- | | | |
|----|--|-----------------|
| a) | By RTGS No. IDIBR52019112619519728
Dated 26.11.2019 drawn on Indian Bank,
Bhowanipore Branch, Kolkata. | Rs.11,00,000/- |
| b) | By RTGS No. IDIBR52019123119746068
Dated 31.12.2019 drawn on Indian Bank,
Bhowanipore Branch, Kolkata. | Rs.50,00,000/- |
| c) | By RTGS Dated 28.01.2020
drawn on Indian Bank,
Bhowanipore Branch, Kolkata | Rs.30,00,000 /- |
| d) | By 5 Pay Orders Nos
i) 976419 ii) 976420 iii) 976421
iv) 976422, v) 976423
all dated 27.01.2020 on Indian Bank
Bhowanipore Branch, Kolkata | Rs.30,00,000/- |

Rs.1,21,00,000/-


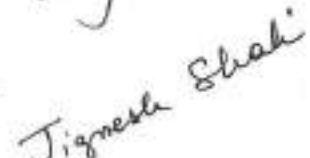
L.K.ESTATE PVT.LTD.


Director


(OWNER/ONE PART)

(Rupees One Crore twenty one Lac only)

Witnesses:

1. 
2. 




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FINGER IMPRESSIONS OF HAND



	LITTLE	RING	MIDDLE	INDEX	THUMB
left hand					
	THUMB	INDEX	MIDDLE	RING	LITTLE
right hand					

Name: SURESH KUMAR GOEL

Signature:



	LITTLE	RING	MIDDLE	INDEX	THUMB
left hand					
	THUMB	INDEX	MIDDLE	RING	LITTLE
right hand					

Name: DINESH C. SANGHVI

Signature:




	LITTLE	RING	MIDDLE	INDEX	THUMB
left hand					
	THUMB	INDEX	MIDDLE	RING	LITTLE
right hand					

Name: RAKESH KUMAR SANYAL

Signature:




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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



स्थायी खाता संख्या कार्ड
Permanent Account Number Card
AVHPS5172K



नाम (Name)
TIMESH G RAJESHU

पता (Address)
GOPALI VARDI SANGHVI

जन्म तिथि (DOB)
24/02/1985

संस्थापक (Issued By)
15/03/2014


 भारत सरकार
 Government of India
 प्रवेश नं. 2047
 Dinosh G Sanghvi


 अमर प्रमाणिका: 20120925
 लिंग / Male



 2117 3047 4698

आधार - आम आदमी का अधिकार


 भारत सरकार
 Unique Identification Authority of India

पता: 50, गोपाली रोड
 इस्ट गेट, 2047क, टावर-1
 फ्लोर नं. 33 रोड, 375 फ्रीज
 शान रोड, कोल्काता, जेधपो पार्क
 जेधपो पार्क, जेधपो पार्क, कोल्काता
 700068

Address: 50, Gopali
 Sanghvi, South City
 Apartment, Tower-1, Flat No.
 33 C/D 375 Freeze Area
 Shan Road, Kolkata
 Jodhpur Park, Jodhpur Park
 Kolkata, West Bengal
 700068

2117 3047 4698

 1925
 1925 330 1927


 help@uidai.gov.in


 www.uidai.gov.in

लायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAKESH KUMAR SHYAMSUKHA

SUBHKARAN SHYAMSUKHA

01/03/1951

Permanent Account Number

ALWPS 4305D

Rakesh Kumar
Shyamsukha

Signature



Rakesh Kumar Shyamsukha



भारत सरकार
GOVERNMENT OF INDIA



Rakesh Kumar Shyamshukla
Year of Birth : 1951
Male



2713 8070 5774

आधार - आम आदमी का अधिकार

Rakesh Kumar Shyamshukla



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

S/O Subh Kumar Ghysmsukha, flat No-3
G,3rd Floor, 33 A Chandranath chatterjee
Street, Near Jadu Bazar, bhawanipore,
Bhawanipore S.O, Bhawanipore, Kolkata,
West Bengal, 700025



1917
1800 120 5287



help@uidai.gov.in



www.uidai.gov.in



PO Box No. 547
Bengaluru-560 031

Rakesh Kumar Sanyal Sincer



Rakesh Kumar Singh, Delhi

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SURESH KUMAR GOEL
KEDARNATH GOEL

01/01/1960

Permanent Account Number
AHCPG6746J


Signature



In case this card is lost / found, kindly inform / return to
Income Tax PAN Services Unit, ITDSE,
Plot No. 3, Sector 11, CID Complex,
Navi Mumbai - 400 614.

यदि कार्ड खो जाये या कृपया लौट कर / लौटाना
आयकर पैन सेवा यूनिट, इटडीएसई,
प्लॉट नं. 3, सेक्टर 11, सीडी कॉम्प्लेक्स,
नवी मुंबई - 400 614.



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/23/146/ 06905C

পরিচয় পত্র



Elector's Name : SURISH K GOEL
নির্বাচকের নাম : সুবিশ কুমার গৌয়েল
Father/Mother/
Husband's name : K N GOEL
পিতা/মাতা/
স্বামীর নাম : কে এন গৌয়েল
Sex : MALE
লিঙ্গ : পুরুষ
Age as on 1.1.1995 : 33
১.১.১৯৯৫এ বয়স : ৩৩

Surish

Address : 28/1 SHAKESPEARE SARANI
FLAT NO 23

ঠিকানা : ২৮/১ শেক্সপিয়ার সরানি
ফ্ল্যাট নং ৩৩

Fascimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন অধিকারিক

For CHOWRINGHEE Assembly Constituency
চৌরঙ্গী বিধানসভা নির্বাচন কেন্দ্র

Place : CALCUTTA
স্থান : কলিকাতা
Date : 1.1.1995
তারিখ : ১.১.১৯৯৫

Surish

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192019200186851861 Payment Mode: Online Payment
GRN Date: 28/01/2020 11:58:18 Bank: AXIS Bank
BRN: 309867735 BRN Date: 28/01/2020 11:59:41

DEPOSITOR'S DETAILS

Id No : 16020000146000/6/2020
(Query No./Query Year)

Name : saroj kr ram

Contact No. : Mobile No. : +91 9836468796

E-mail :

Address : alipore

Applicant Name : Mr Bapi Das

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16020000146000/6/2020	Property Registration- Registration Fees	0030-03-104-001-16	21000
Total				21000

In Words : Rupees Twenty One Thousand only

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-016580493-1 Payment Mode Online Payment
GRN Date: 27/01/2020 16:31:43 Bank : Indian Bank
BRN : IB27012020075695 BRN Date: 27/01/2020 16:33:10

DEPOSITOR'S DETAILS


Id No. : 16020000146000/4/2020
(Query No./Query Year)
Name : Noble Trexim Pvt Ltd
Contact No. : Mobile No. : +91 9836625822
E-mail :
Address : 33a Chandranath Chatterjee St Kol700 025
Applicant Name : Mr Bapi Das
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16020000146000/4/2020	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	16020000146000/4/2020	Property Registration- Registration Fees	0030-03-104-001-16	100053

In Words : Rupees One Lakh Seventy Five Thousand Seventy Four only
Total 175074




District Sub-Register-II
Alipore, South 24 Parganas

28 JAN 2020

Major Information of the Deed

Deed No :	I-1602-00777/2020	Date of Registration	28/01/2020
Query No / Year	1602-0000146000/2020	Office where deed is registered	
Query Date	25/01/2020 1:07:03 PM	D.S.R. - I SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8334980846, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,21,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 7,06,43,635/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,221/- (Article:48(g))	Rs. 1,21,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chandra Nath Chatterjee Street, , Premises No: 4, , Ward No: 071 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			Bastu	14 Katha 6 Chatak 22 Sq Ft	1/-	6,68,93,635/-	Property is on Road
Grand Total :				23.7692Dec	1 /-	668,93,635 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5000 Sq FL	1/-	37,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 5000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		5000 sq ft	1 /-	37,50,000 /-	

Land Lord Details :






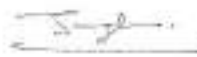


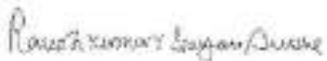
Sl No	Name,Address,Photo,Finger print and Signature
1	L. K. ESTATES PRIVATE LIMITED 189, Muklaram Babu Street, P.O:- Burrabazar, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AABCL1359F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NOBLE TREXIM PRIVATE LIMITED 33A, Chandra Nath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AABCN5560A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Suresh Kumar Goel Son of Late K N Goel Date of Execution - 28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office			
	Jan 28 2020 11:45AM	LTI 28/01/2020	28/01/2020	
189, Muktaram Babu Street, P.O:- Burrabazar, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHCPG6746J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : L. K. ESTATES PRIVATE LIMITED (as Director)				
2	Name	Photo	Finger Print	Signature
	Mr Dinesh Sanghvi (Presentant) Son of Late Gopalji V Sanghvi Date of Execution - 28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office			
	Jan 28 2020 11:45AM	LTI 28/01/2020	28/01/2020	
33A, Chandra Nath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVHPS5172K, Aadhaar No: 21xxxxxxxx4698 Status : Representative, Representative of : NOBLE TREXIM PRIVATE LIMITED (as Director)				
3	Name	Photo	Finger Print	Signature
	Mr Rakesh Kumar Shyamsukha Son of Late Subhakaran Shyamsukha Date of Execution - 28/01/2020, , Admitted by: Self, Date of Admission: 28/01/2020, Place of Admission of Execution: Office			
	Jan 28 2020 11:45AM	LTI 28/01/2020	28/01/2020	



33A, Chandra Nath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No:- ALWPS4305D, Aadhaar No: 27xxxxxxxx5774 Status : Representative, Representative of : NOBLE TREXIM PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			
	28/01/2020	28/01/2020	28/01/2020
Identifier Of Mr Suresh Kumar Goel, Mr Dinesh Sanghvi, Mr Rakesh Kumar Shyamsukha			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	L. K. ESTATES PRIVATE LIMITED	NOBLE TREXIM PRIVATE LIMITED-23.7692 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	L. K. ESTATES PRIVATE LIMITED	NOBLE TREXIM PRIVATE LIMITED-5000.00000000 Sq Ft



On 27-01-2020

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 7,06,43,635/-

S. Kumar

Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 28-01-2020

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

Admissible under rule 21 of West Bengal Registration Rules, 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 11:37 hrs on 28-01-2020, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Mr Dinesh Sanghvi .

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

Execution is admitted on 28-01-2020 by Mr Suresh Kumar Goel, Director, L. K. ESTATES PRIVATE LIMITED, 189, Mukhtaram Babu Street, P.O:- Burrabazar, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700007

Identified by Mr Saroj Kumar Ram, . . Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 28-01-2020 by Mr Dinesh Sanghvi, Director, NOBLE TREXIM PRIVATE LIMITED, 33A, Chandra Nath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Identified by Mr Saroj Kumar Ram, . . Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 28-01-2020 by Mr Rakesh Kumar Shyamsukha, Director, NOBLE TREXIM PRIVATE LIMITED, 33A, Chandra Nath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Identified by Mr Saroj Kumar Ram, . . Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,21,053/- (B = Rs 1,21,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,21,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/01/2020 4:33PM with Govt. Ref. No: 192019200165804931 on 27-01-2020, Amount Rs: 1,00,053/-,
Bank: Indian Bank (IDIB000C001), Ref. No. IB27012020075695 on 27-01-2020, Head of Account 0030-03-104-001-16
Online on 28/01/2020 11:59AM with Govt. Ref. No: 192019200166651861 on 28-01-2020, Amount Rs: 21,000/-,
Bank: AXIS Bank (UTIB0000005), Ref. No. 309667735 on 28-01-2020, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75.021/- and Stamp Duty paid by Stamp Rs 200/- by online = Rs 75.021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 400, Amount: Rs. 100/-, Date of Purchase: 27/09/2019, Vendor name: H MUKHERJEE

2. Stamp: Type: Impressed, Serial no 2467, Amount: Rs. 100/-, Date of Purchase: 09/08/2019, Vendor name: T K PUROKAYASTHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 27/01/2020 4:33PM with Govt. Ref. No: 192019200165804931 on 27-01-2020, Amount Rs: 75.021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB27012020075695 on 27-01-2020, Head of Account 0030-02-103-003-02
Online on 28/01/2020 11:59AM with Govt. Ref. No: 192019200166651861 on 28-01-2020, Amount Rs: 0/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 309667735 on 28-01-2020, Head of Account

S.K.

**Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2020, Page from 37744 to 37799

being No 160200777 for the year 2020.



S-a

Digitally signed by SAMAR KUMAR PRAMANICK
Date: 2020.02.04 18:36:25 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/02/04 06:36:25 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

E:\Merline\Dev.Agrmt.14, Chandranath
Chatterjee Street - 1981

DATED THIS DAY OF 2020

BETWEEN

MESSRS L. K. ESTATES PRIVATE
LIMITED

... OWNER

AND

M/S. NOBLE TREXIM PVT. LTD.

... DEVELOPER

DEVELOPMENT AGREEMENT

Re: Premises No. 4, Chandra Chatterjee Street
also Known as Chandranath Chatterjee Street,
Kolkata - 700 025.

N. N. CHAKRABORTY

ADVOCATE

84/1, BELTALA ROAD

KOLKATA - 700 026.

M/211219/4120/81220