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District Sub-Register-II
Alinore, South 24-parganas

22-05-23

THIS DEVELOPMENT AGREEMENT is made on This 18th Day of May Two Thousand and Twenty Three (2023)


BETWEEN

SMT. ANUVA SASMAL, wife of Late Dr. Biral Gopal Sasmal having PAN : AXBPS7102F and AADHAAR No. 330170700272, residing at 164/48 Lake Gardens, Kolkata-700045, hereinafter called as the "OWNER/ PARTY OF THE FIRST PART" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives, successor or successors and/or assigns) of the FIRST PART.

AND

M/S. NOBLE ESTATES (PAN NO: AAPFN9969C), a Partnership Firm having its registered office at 5/3, Pankajini Chatterjee Street, Kolkata – 700 033, represented by its authorized partners (1) Mr. Dinesh Sanghvi, son of Late Gopalji V. Sanghvi, having Aadhaar Card No. 2117 3047 4698 and having PAN : AVHPS5172K and (1) Mr. Surendra Kumar Karnani, son of Late Chand Ratan Karnani Karnani, having Aadhaar

NOBLE ESTATES
Surendra Kumar Karnani
Partner

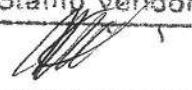
NOBLE ESTATES

Partner

No 337 Date
Name.....
Address.....
No 100f.....

MAY 2023

Noble Estates
s/o, Pankajini Chatterjee

Vol-33.

Pijush Kanti Chakraborty
Licence Stamp Vendor

Alipore Police Court
Kolkata-700 027

Sumdra Kumar Kalra



5638

NOBLE ESTATES

Sumdra Kumar Kalra
Partner



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NOBLE ESTATES



Partner



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Arnuva Sarmal



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Card No 6145 5777 9769 and having PAN: AJYPK1604M 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/or assigns).

WHEREAS:

- A) At all material times one Sri Benugopal Bangur and Sri Srinivas Bangur, by virtue of a registered Deed of Conveyance dated 6th March, 1974 sold, conveyed and transferred a piece and parcel of land measuring about 3 Cottahs, 4 Chittaks and 14 Sq.ft. in favour of Smt. Arati Rani Jana, wife of Shri Hrishikesh Jana on valuable consideration and the said Deed was duly registered before the Jt. Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 17, Pages 82 to 88, Being No. 1003 for the year 1974.
- B) While seized and possessed of the said property as absolute owner thereof, said Arati Rani Jana died intestate on 07.04.2003 as widow leaving behind her only daughter Anuva Sasmal as her sole legal heir and representatives, who thus became the absolute owner in respect of the said property by virtue of inheritance, as per the Hindu Succession Act 1956
- C) The present Owner, thus, became the absolute Owner in respect of All That the piece and parcel of Mourashi Mokorari land hereditaments and premises measuring 03 Cottahs, 04 Chittaks and 14 Sq.ft. be a little more or less situate lying at and being Plot No. 48 of North Block "A" in Bangur Park and being part of Municipal Premises No. 164, Prince Anwar Shah Road, P.S. Tollygunge, Kolkata – 700 045, Sub-Registration Office Alipore in the District of 24 Parganas in Mouza Arakpore, J.L. No. 39, R.S. No. 42, Touzi No. 151 now known and numbered as premises No. 164/48, Lake Gardens, Kolkata – 700 045 (more fully described in the First Schedule hereunder written) hereinafter referred to as the "said Property" and is entitled to deal with the same as absolute Owner thereof.



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- D) The said Owner being desirous to develop the "Said Property" for commercial exploitation has decided to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city, approached the present Developer, who after being fully satisfied with the title documents and related paper has agreed to get the aforesaid property developed by constructing a multistoried building thereon on the terms and conditions as stated hereinafter.
- E) The Party of the Second Part being a Developer having experience in construction of building and also having sufficient infrastructure and finance, has agreed to undertake the construction of a multistoried building at the said property morefully and particularly described in the First Schedule hereunder written in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and as per the specification morefully described in the Second Schedule and as such the Party of the First Part agreed to appoint the Party of the Second Part as Developer and/or its authorized representative to complete the scheme of construction of the proposed multistoried building on an area sharing/allocation basis as mentioned herein after.
- F) **Before execution of this agreement the Owner has represented and assured to the Developer as follows :**
- a. That the "Said Property" is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever with a marketable title in respect thereof.
 - b. That excepting the present Owner nobody has any right, title, interest, claim, demand, whatsoever, or howsoever, into or upon the "Said Property" as specified in the First Schedule hereunder written.
 - c. That there is no notice of acquisition or requisition received or pending in respect of the "Said Property".



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- d. The Owner has also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- e. The Owner has declared to the Developer that she is the Sole Owner and has a clear marketable title in respect of the "Said Property" without any claim, right, title, interest of any other person thereon or therein and the Owner has absolute right to enter into this agreement with the Developer and hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands, whatsoever, with regard to the title and ownership of the "Said Property" of the Owner.
- f. Presently there is no existing valid agreement with any other person or persons/company or companies in connection with the development/sale/transfer of her right, title, interest in respect of the "Said Property" or any portion thereof at the time of execution of this Development Agreement and that she is free to enter into this Agreement for Development with the present Developer.
- i. The Owner is competent to enter into this Agreement and to carry out her obligations, as mentioned herein.
- j. The recitals to the title and other facts relating to and in respect of the "Said Property" herein mentioned are true and factual and the Owner has not suppressed and/or obscured anything relating to and in respect of the "Said Property" to the Developer as mentioned herein according to her knowledge.
- k. That all statutory taxes and charges including property tax in respect of the "Said Property" are paid, and/or shall be paid by the First Party in case of any arrear dues before the execution and registration of the Development Agreement.



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1. There is no proceeding initiated and pending by the Kolkata Municipal Corporation or any other Authorities regarding the existing construction or any part thereof.

NOW THIS AGREEMENT WITNESSETH as follows:

1. That in this agreement unless otherwise agreed upon the following expression will have the following meaning :-
 - a) **OWNER :-** shall mean **SMT. ANUVA SASMAL**, wife of Dr. Late Biral Gopal Sasmal residing at 164/48 Lake Gardens Kolkata 700045.
 - b) **DEVELOPER :-** shall mean **M/S. NOBLE ESTATES**. a Partnership Firm, having its registered office at 5/3, Pankajini Chatterjee Road, Kolkata – 700 033, represented by its duly authorized partners **(1) Mr. Dinesh Sanghvi**, son of Late Gopalji V Sanghvi **(2) Mr. Surendra Kumar Karnani**, son of Late Chand Ratan Karnani, and its successor or successors in office and/or assigns.
 - c) **SAID PREMISES/PROPERTY :-** shall mean the property situate lying at and earlier being Plot No. 48 of North Block "A" in Bangur Park and being part of Municipal Premises No. 164, Prince Anwar Shah Road, P.S. Tollygunge, Kolkata – 700 045, Sub-Registration Office at Alipore in the District of 24 Parganas in Mouza Arakpore, J.L. No. 39, R.S. No. 42, Touzi No. 151 now known and numbered as premises No. 164/48, Lake Gardens, P.S. Tollygunge, Kolkata – 700 045 having an area of 03 Cottahs, 04 Chittaks and 14 Sq.ft. a little more or less within the limits of the Kolkata Municipal Corporation Ward No 93, more fully and particularly described in the **First Schedule** appearing hereunder.



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- d) **ARCHITECT & CONSULTANT:** - shall mean the architect and other consultant as may be appointed by the Party of the Second Part from time to time and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.
- e) **BUILDING PLAN :-** shall mean such plan or plans for the proposed building to be prepared by the Architect for construction of the new building and sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be in respect of the "Said Property".
- f) **BUILT UP AREA :** shall mean and include the built up area of each individual residential unit and internal walls, peripheral walls, columns and such areas are only within the purview of direct ownership over and above the proportionate share in common spaces, common areas i.e. stair, lift, lobby, stair head room, lift room, electrical and water pump room, caretaker room , common toilet etc.
- g) **SALEABLE SPACE :-** shall mean the space in the new building available for independent use and occupation including the proportionate share for common area, facilities, amenities and the space required thereof.
- h) **NEW BUILDING and/or MULTISTORIED BUILDING :-** shall mean the new building/s to be constructed on the "Said Property" in accordance with the plan to be sanctioned by the authorities concerned.
- i) **UNIT/FLAT :-** shall mean any flat and other covered area in the new building which is capable of being exclusively owned, used by any unit owner or owners.
- j) **CAR PARKING SPACE :-** shall mean the spaces in the portions of the ground floor level whether open or covered in the proposed new



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- building/project expressed or intended to be reserved for parking of motor cars/ scooters/two wheelers.
- k) **COMMON AREA** :- shall mean all the common areas earmarked for common use of all the flat/unit owners in the proposed new building, more fully and particularly described in the Fourth Schedule appearing hereinafter.
- l) **THE OWNER'S ALLOCATION** : Shall mean 42% of the total constructed area including 42% of Car Parking space together with proportionate undivided share in the land and right over the roof, common areas, common facilities and/or common amenities attached thereto.
- m) **Security Deposit** : The Developer shall pay an interest free refundable/adjustable amount of Rs 5 lakhs to the owner simultaneously upon execution and registration of this Agreement and Power of Attorney as security deposit.
- n) **Refund of Security Deposit** – The owner shall refund the security deposit amount of Rs 5 lakhs to the Developer, on or before taking the possession of owner's allocation area in the proposed new building.
- o) **THE DEVELOPER'S ALLOCATION** : Shall mean 58% of the total constructed area including 58% of Car Parking space together with proportionate undivided share in the land and right over the roof, common areas, common facilities and/or common amenities attached thereto.
- p) **PURCHASER** :- Shall mean any person or entity who intends to purchase and/or acquire any unit in the said NEW BUILDING.
- q) **COMMON AREAS, FACILITIES AND AMENITIES** :- shall mean and include all covered and open spaces, save and except built up area of each flat/unit comprised in the proposed new building which shall be



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for common used and purpose of all the flat/unit owners, including all the amenities and facilities provided in the said new building and/or the "Said Property".

- r) **COMMON PORTIONS** :- shall mean all the common areas described in the **Third Schedule** hereto and also the Common Parts i.e. the facilities, amenities, erections, constructions and installations to be comprised in the new building for common use of all flat/unit owner of the proposed new building.
- s) **TRANSFER** with its grammatical variations shall include transfer by sale, lease or other means including by delivery of possession and by any other means adopted for effecting what is understood as a transfer of unit in a multi-storied building to purchaser thereof and will include the meaning of the said term as defined in the Income Tax Act, 1961 and the Transfer of Property Act.
- t) **NOTICE** :- shall mean and include all notices to be served hereunder by either of the parties to the other by registered post with acknowledgement due at the last known address of the parties hereto.
- u) **ASSOCIATION** :- shall mean a society or association to be formed by all the Owners of the respective flats in the proposed building for the purpose of the maintenance of the common area after the new building is completed.
- v) **TOTAL DEVELOPMENT COSTS** – shall mean the aggregate of all costs, fees, and expenses wholly and exclusively to be spend or incurred by the Developer.
- w) **SPECIFICATION** :- shall mean the specification and/or materials to be used for construction, erection and completion of the proposed new

building as may be recommended by the Architect/Structural Engineer from time to time more fully described in **Second Schedule** hereto.

- x) **FORCE MAJEURE** :- shall mean any event which (i) is beyond the reasonable control of the party claiming to be affected by such event, (ii) has not been brought about at the instance of such Party and (iii) has caused non-performance or delay in the performance of a material obligation of this agreement and includes without limitation acts of God, riots, civil disturbances, strikes, pandemic, insurrection, war, landslides, lightning, earthquakes, fires, storms, unusual floods, droughts, and other natural disasters but shall not include any event caused by the Party's negligent or intentional acts, errors or omissions or by any material breach or default under this agreement.
 - y) **OUTGOINGS** :- shall mean all rates, taxes, charges for the utilities including electricity charges and other outgoings in respect of the said premises/property.
 - z) **ADVOCATE** : Shall mean Mr Narendra Nath Chakraborty, having office at 84/1, Beltala Road, Kolkata – 700 026.
 - aa) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- 2) The Developer has represented that they are prima facie satisfied with regard to the title of the property. The Developer, however, reserves its right to cause all necessary searches at its own costs with regard to the marketability of the title of the aforesaid property and also to take out publication in newspapers with regard to the title and/or claim in respect of the aforesaid property. However, the Owner hereby undertakes to keep the Developer



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indemnified against all the third party's claims with regard to the title in respect of the said property and further undertakes not to create any encumbrances on the premises or on any part thereof and that save and except the Owner no body shall be entitled to deal with or dispose of her allocation area in the proposed new building after the plan is sanctioned.

- 3) That in the circumstances, consideration and the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the parties hereto with regards to the Development of the "Said Property" by constructing a new multi-storeyed building thereupon by the Developer at its own costs and efforts and sharing and handing over the Owner's allocation area, the Owner has agreed to grant exclusive right of development to the Developer in respect of the "Said Property" by constructing new building thereupon in terms of this agreement.
- 4) That in consideration of the Developer's agreeing to incur all the expenses towards the construction of the proposed building (including Owner's allocation thereof), the Owner agreed to sell, convey and/or transfer the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or its nominee or nominees and the Developer shall be entitled to receive the entire consideration money thereof (of its allocated portions).
- 5) The Developer has represented to the Owner that they have sufficient financial capability and support to complete the project.
- 6) If permitted under the law and the developer constructs additional area on the additional floor after obtaining necessary sanction and/or approval from the Kolkata Municipal Corporation, in such case such additional area and/or revenue for the said additional area shall also be shared between the Owner and the Developer in the same ratio i.e. 42% : 58% respectively. In such event



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the ultimate roof of the proposed building shall remain common between the Owners and the Developer and/or their nominee or nominees.

7) That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer with regard to the allocation thereof, as aforesaid, the Owner/Party of the First Part hereby grant the exclusive right of development to the developer of the Said Property in terms of this agreement.

8) **DEVELOPER'S OBLIGATION :**

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

- a) The developer shall take all the necessary steps as required for obtaining the sanction plan from the Kolkata Municipal Corporation including appointing the architect and other necessary agencies at its own costs and efforts and shall endeavor to obtain the sanction plan within 4 months from the date of this agreement.
- b) That during the construction period the Developer shall provide alternate accommodation of one self contained flat having 3 bed rooms within a radius of 1.5 kms. from the proposed building to the aforesaid Owner and shall pay the rent of such alternate accommodation, till handing over the owner's allocation area in the proposed new building.
- c) That the Developer shall demolish the existing structure within three months from the date of obtaining the vacant possession thereof from the owner and subsequently shall commence the construction work for the new building. The developer shall be responsible and liable for all the costs for demolition of the existing structure, and shall be entitled to appropriate the salvage value thereof.



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- d) That the Developer shall complete the construction of the proposed building within 30 (thirty) months from the date of commencement of construction of the proposed building and in case the Developer is unable to complete the construction within the said period of 30 (thirty) months, the same will be extended for a grace period of six months i.e. to completed the new building within 36 months.

However in case the developer cannot complete the building within the said extended period of 36 months, in that case a further grace period of 6 months will be given to complete the proposed new building in all respect subject to liquidated damages of INR 20000/- per month to the Owner for the delayed period beyond 36 months.

- e) That after obtaining the completion certificate of the proposed new building from KMC, the Developer shall provide a photocopy of the same to the owner, along with the structural stability certificate issued by the Structural Engineer of the Project.
- f) That not to transfer and/or assign the benefit of this Agreement or any portion thereof without the owner's consent in writing.
- g) That it shall be the responsibility of the Developer to construct the maximum possible area in conformity with the bye-laws of the authorities concerned for maximum commercial benefit of the said property with modern style and utilizing maximum permissible FAR as per rules of the Kolkata Municipal Corporation.
- h) That the Developer shall be responsible for getting the electricity connection from CESC, Municipal water connection, Municipal sewerage connection, apportionment of KMC taxes of each unit, mutation of the owners/transferee's name in the record of KMC etc.



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- i) That the Developer, on completion of the proposed new building, shall maintain the said building for initial first year by collecting advance maintenance charges from all the flat owners including the Owner herein, and subsequently shall hand over to the maintenance of the new building to the owners association on formation thereof.
 - j) That the Developer shall collect the Sinking Fund/Corpus Fund equivalent to 12 months maintenance charges from all the ultimate owners of the flats/units in the proposed new building and shall transfer the said fund to the Owner's association upon formation and registration of the same.
 - k) That the time stipulations as mentioned in several clauses of this Agreement shall be the essence of the contract.
11. That the Developer shall construct and complete the said Multistoried Building as per sanctioned plan and specifications as per **Second Schedule** as already agreed upon and shall undertake full responsibility and the Owner shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises during the construction activities and/or for faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owner fully indemnified at all times against any loss or damage which may be caused to the Owner or anyone else for the same.
12. **THE DEVELOPER FURTHER AGREES :**
- a) Over and above the said area to be allocated to the Owner herein, the Developer shall pay a sum of Rs. 5,00,000/- (Rupees five lakhs only) as interest free, refundable/adjustable security deposit to the Owner simultaneously with the execution and registration of this Development Agreement and Power of Attorney as per Memo given below.



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- b) That subsequent to receiving the vacant possession of the Said Property from the owner, the Developer shall pay all municipal taxes, rates and other outgoings in respect of the said property till the completion of the new building and apportionment of each unit in the record of KMC.
- c) To provide a photo copy of the sanction plan to the Owner within 15 days from the date of obtaining the same.
- d) To form the Owners' Apartment Association, for the ultimate owner/owner's of flat/unit in the proposed new building.
- e) The Developer agrees not to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owner's allocation in the proposed building and/or before the expiry of the period of notice of 15 days in writing to the Owner for taking such delivery of possession.
- f) That to get this Development Agreement and Power of Attorney registered before the Appropriate Registering Authority and to bear all the expenses including stamp duty and registration fees thereof.
- g) The Developer shall make up/rectify at its own cost if any deficiency/defect reported by the Owner within one year from the date of delivery of her allocation. Provided such guarantee will not be extended in case of any work or modification made by the Owner in her allocation, subsequently.

13. THE DEVELOPER SHALL BE ENTITLED :

To offer, negotiate and enter into agreement for sale with prospective buyers and accept advance and/or part consideration money for the disposal of



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Developer's allocation as it may think fit and proper from all such person or persons of its choice, without any interference from the Owner.

14. **THE OWNER AGREES :**

- a) To provide a clear marketable title in respect of the "Said Property" free from all encumbrances, charges, liens, attachments, lispendents, whatsoever, to the full satisfaction of the Developer.
- b) To pay all municipal taxes, rates and other outgoings upto the date of handing over the vacant possession of the "Said Property" to the Developer including any enhancement on account of General Revaluations and Unit Area Assessment.
- c) To grant a registered power of attorney to the Developer for doing all acts, deeds and things as may be required for the development of the "Said Property" including the transfer of undivided share of land in respect of developer's allocation area in favour of its nominee/nominees.
- d) That the Owner herself or through her duly Constituted Attorney shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or its nominee or nominees or successor or successors in office.
- e) That after sanction of the building plan, the Owner shall handover all the original title documents of the property to the Developer against the proper accountable receipt thereof by the Developer.
- f) After execution and registration of this agreement and power of attorney and upon getting the alternative temporary accommodation



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from the Developer herein the Owner shall deliver the full vacant possession of the said property to the Developer.

- g) To co-operate with the Developer for construction and completion of the New Multistoried Building at the said Property in terms of this agreement.
- h) To refund the security deposit received from the Developer amount as per Clause 1 (m) on or before taking possession of owners allocation in the proposed new building.

THE OWNER HAS FURTHER AGREED AS FOLLOWS:

- a) Not to sell, transfer, alienate or encumber her right over the said property except her allocation (Owner's share) in the proposed New Multistoried Building subject to the terms of this agreement.
 - b) Not to cause any obstruction or interference in the bonafide construction erection and completion of the New Multistoried Building on the said Property by the Developer.
15. In the event of the new construction work being delayed and/or destroyed due to the reasons amount to Force Majeure or conditions beyond its control i.e. to say by earthquake, tempest or other Act of God, fire, riots, pandemic, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and shall not be held responsible for delay in completion of the new building beyond a period of 36 months.
16. Both Owner and Developer shall be entitled to deal with or to dispose of their respective allocation area in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.



SOUTH 24 PARGANAS, ALMORE
10 MAY 2011

17. **MUTUAL OBLIGATIONS AND MISCELLANEOUS :**

1. The Owner and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said New Building or buildings at the said premises.
2. The Owner and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of their respective allocations in the proposed new building to be constructed at the said property.
3. The Owner and the Developer hereby agrees and covenants with each other to execute and register all documents of transfer relating to sale of respective allocations in the said proposed new building at the said property.
4. This Agreement commences and shall be deemed to have commenced on the date of execution and registration of the Development Agreement and Power of Attorney.
5. It is agreed between the parties, that both Owner and Developer shall be responsible and/or liable for payment of GST and other statutory taxes and charges as may be applicable for their respective allocation area in the proposed new building.
6. That it is agreed between the parties, after obtaining sanction plan, a supplementary agreement shall be executed between the parties recording the respective allocation areas in the proposed new building and further terms and conditions as may be mutually agreed between the parties.
7. That it is agreed between the parties, if required the party of the Second Part shall be entitled to raise the construction finance, proportionate to



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developer's allocation area, by creating the charge on the "Said Property", however the Developer shall indemnify legally and lawfully to the Party of the First Part, for the re-payment of the construction finance amount including the interest thereupon. However the owner shall not have any liability and/or responsibility for the same.

8. Nothing contained herein shall constitute a partnership between or joint venture by the parties hereto and the parties herein are entering into these presents on principal to principal basis.
9. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any title and interest in respect thereof to the Developer other than granting exclusive right to the Developer to develop and commercially exploit the said premises in terms hereof and to deal with the Developer's allocation in the proposed new building to be constructed thereon in terms of this agreement.
10. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the Owner and the Developer.
11. The name of the said New Building shall be decided by the Developer in consultation with the owner.
12. For the purpose of sale and/or 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.
13. That after delivery of possession of the aforesaid property now under the occupation of the Owner to the Developer, the Owner shall not create any encumbrances and / or liens in respect of the property and the Developer's



exclusive right for development of the aforesaid property shall not in any way be affected.

14. The Developer on completion of the proposed building shall cause the formation of the Apartment Owners Association for maintenance of the proposed new building and the ultimate Owner of all the flats/units including the owner herein or her nominee or nominees shall become members of the said Association and shall be abide by the Rules and Regulations framed thereof and shall also pay proportionate cost of formation of such Association.
15. The Owner and/or her nominee/s, shall be liable to pay the extra development costs (EDC) for Rs 1,00,000 plus applicable GST for additional features and/or facilities to be provided in the building as specified in the **Fourth Schedule** hereunder written.
16. That it is agreed between the parties, during the construction of the proposed new building, the Owner shall have the right of periodical inspection of the same either by herself or by her representatives or any engineer or architect to be appointed by her and any suggestion thereof with regard to the quality of the material to be used in the said building and/or in connection with the construction thereon shall be adhere to and/or complied with by the Developer in consultation with their architect/civil engineer.
18. It is further agreed between the parties that for the purpose of proper implementation of the terms and conditions of this Development Agreement and/or to enable the Developer for commercial exploitation of the Developer's allocation in the aforesaid property, the Owner has agreed to execute such other or further document or documents as and when found necessary by the said Developer.



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19. **ARBITRATION :**

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

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

THE FIRST SCHEDULE AS REFERRED TO ABOVE :

ALL THAT the piece and parcel of Mourashi Mokorari land hereditaments and premises measuring 03 Cottahs, 04 Chittaks and 14 Sq.ft. be a little more or less situate lying at and being Plot No. 48 of North Block "A" in Bangur Park and being part of Municipal Premises No. 164, Prince Anwar Shah Road, P.S. Tollygunge, Kolkata – 700 045, Sub-Registration Office Alipore in the District of 24 Parganas in Mouza Arakpore, J.L. No. 39, R.S. No. 42, Touzi No. 151 now known and numbered as premises No. 164/48, Lake Gardens, P.S. Tollygunge, Kolkata – 700045, within the limits of the KMC Ward No.93 and butted and bounded as follows:

- ON THE NORTH : By 30' feet wide Road;
- ON THE SOUTH : By Plot (part of Plot) No. 30 and part of Plot No. 31;
- ON THE EAST : By Plot No. 47;
- ON THE WEST : By Plot No. 49.

All plots of the said North Block "A" in Bangur Park.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
18 MAY 2023

THE SECOND SCHEDULE AS REFERRED TO ABOVE :

(GENERAL SPECIFICATION)

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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
18 MAY 2013

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

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

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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
18 MAY 2011

Lift

Architect with main gate.

: Lift as per required capacity of reputed brand.

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

1. Entrance and exit of the building.
2. Boundary walls and main gate.
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any flat/unit).
4. Staircase and lobbies on all floors and underground water reservoir, overhead tank together with common right over the ultimate roof of the proposed building.
5. Electric Meter Room, electrical wiring and other fittings (excluding only those installed inside of any flat/unit and/or exclusively for its use).
6. Water pump, water reservoir, together with all common plumbing installation for carriage of water (save only those exclusively within and for the exclusive use of any flat/unit) together with the roof of the building and separated area for common installations.
7. Such other common parts, area, equipment installation, fittings, fixtures and space in or about the land and the building as may be necessary for passage and/or user in common by the Owners.
8. Security Room and/or Common toilet on the ground floor.

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

The Owner and/or her nominees shall have to pay the costs of additional features and/or facilities to be provided in the building. The Owners shall pay a lump sum amount of Rs.1,00,000/- (Rupees: One lac twenty-five thousand) only Plus applicable



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

GST on account of EDC as per table given below per flat or unit for their 42% share.

The EDC would cover the below costs:

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

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

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



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
18 MAY 2023

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

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

1. DR. ATASI SASMAL (Daughter of Mrs. Anuva Sasmal
164/48 Lake Gardens
Kolkata 700 045)
Atasi Sasmal.

1. ANUVA SASMAL

(OWNER)

Anuva Sasmal

2. *hsh.*

*Alipa palu cat
L-22*

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

HARSH KARNANI son of Mr. Surendra
Kumar Karnani
Harsh Karnani

1. Surendra Kumar Karnani

NOBLE ESTATE

Surendra Kumar Karnani
Partner

2. Dinesh G Sanghvi

(DEVELOPER)

1. *hsh.*

NOBLE ESTATES

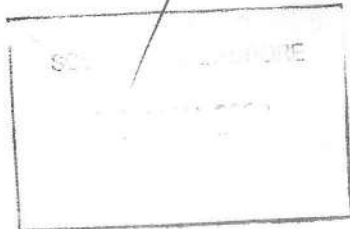
DS
Partner

2. Atasi Sasmal

*Prasad Singh
hsh.
sh.*

*Alipa palu cat
L-22*

WTS-613/2003



MEMO OF CONSIDERATION

Received a sum of Rs 5,00,000 /- (Rupees five lakhs only) from the aforesaid Developer as and by way of interest free refundable amount as per memo given below :

By Cheque No. 000024 dated 18/05/2022

drawn on HDFC Bank Ltd. Rs. 5,00,000/-
Central Plaza, Kolkata.

Rs. 5,00,000/-

(Rupees five lakhs only)

Witness :

1. DR. ATASI SASMAL (Daughter of Mrs. Anuva Sasmal
Akei Sasmal - 164/48 Lake Gardens
Kolkata - 700 045)












2. MR. HARSH KARNANI (Son of Mr. Anurag Kama Karnani
70, P.P. Ghosh Road, Kol-48)

Harsh Karnani

Anuva Sasmal
(OWNER)


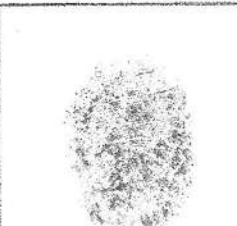




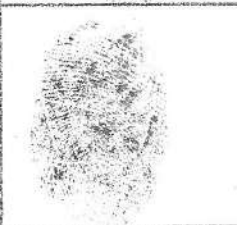






DISTRICT SUB-REGISTRATION
SOUTH 24 P.S., ALIPORE
18 MAY 2023

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






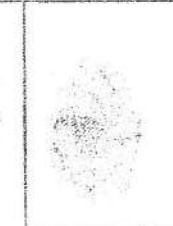





Name..... ANUVA SASMAL

Signature..... A. Sasmal

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

Name..... DINESH G. SANSAVE

Signature..... SB

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

Name..... SURENDRA KUMAR KARNANI

Signature..... Surendra Kumar Karnani



BAPI DAS
p ab





DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
18 MAY 2013

Major Information of the Deed

Deed No :	I-1603-07081/2023	Date of Registration	22/05/2023
Query No / Year	1603-2001158257/2023	Office where deed is registered	
Query Date	08/05/2023 10:00:18 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 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 : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,61,83,749/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lake Gardens, , Premises No: 164/48, , Ward No: 093 Pin Code : 700045

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	3 Katha 4 Chatak 14 Sq Ft	1/-	1,61,83,749/-	Width of Approach Road: 30 Ft.,
Grand Total :				5.3946Dec	1 /-	161,83,749 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Smt Anuva Sasmal Wife of Late Dr Biral Gopal Sasmal 164/48, Lake Gardens, City:- , P.O:- Lake Gardens, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: axxxxxx2f, Aadhaar No: 33xxxxxxx0272, Status :Individual, Executed by: Self, Date of Execution: 18/05/2023 , Admitted by: Self, Date of Admission: 18/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/05/2023 , Admitted by: Self, Date of Admission: 18/05/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Noble Estates 5/3, Pankajini Chatterjee Street, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: aaxxxxxx9c,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Dinesh G Sanghvi Son of Late Gopalji V Sanghvi 5/3 Pankajini Chatterjee Street, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: avxxxxxx2k, Aadhaar No: 21xxxxxxxx4698 Status : Representative, Representative of : Noble Estates (as partner)
2	Mr Surendra Kumar Karnani (Presentant) Son of Late Chand Ratan Karnani 5/3, Pankajini Chatterjee Street, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ajxxxxxx4m, Aadhaar No: 61xxxxxxxx9769 Status : Representative, Representative of : Noble Estates (as partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bapi Das Son of Late S Das Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			

Identifier Of Smt Anuva Sasmal, Mr Dinesh G Sanghvi, Mr Surendra Kumar Karnani

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Anuva Sasmal	Noble Estates-5.39458 Dec

On 17-05-2023

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 1,61,83,749/-



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

On 18-05-2023

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

Presented for registration at 15:20 hrs on 18-05-2023, at the Private residence by Mr Surendra Kumar Karnani ,

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

Execution is admitted on 18/05/2023 by Smt Anuva Sasmal, Wife of Late Dr Biral Gopal Sasmal, 164/48, Lake Gardens, P.O: Lake Gardens, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Others

Indetified by Mr Bapi Das, , , Son of Late S Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 18-05-2023 by Mr Dinesh G Sanghvi, partner, Noble Estates (Partnership Firm), 5/3, Pankajini Chatterjee Street, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Indetified by Mr Bapi Das, , , Son of Late S Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 18-05-2023 by Mr Surendra Kumar Karnani, partner, Noble Estates (Partnership Firm), 5/3, Pankajini Chatterjee Street, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Indetified by Mr Bapi Das, , , Son of Late S Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



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

On 19-05-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/05/2023 6:24PM with Govt. Ref. No: 192023240054320601 on 15-05-2023, Amount Rs: 5,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 6073612 on 15-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/05/2023 6:24PM with Govt. Ref. No: 192023240054320601 on 15-05-2023, Amount Rs: 40,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 6073612 on 15-05-2023, Head of Account 0030-02-103-003-02



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

On 22-05-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 337, Amount: Rs.100.00/-, Date of Purchase: 04/05/2023, Vendor name: P K Chakraborty



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 197456 to 197488

being No 160307081 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.05.22 14:08:36 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/05/22 02:08:36 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)