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भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

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भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

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A.R.A IV

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

Additional Registrar of Assurances-IV, Kolkata

- 8 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and executed at Kolkata on this 8th day of August 2022 (Two Thousand Twenty Two) **BY AND BETWEEN**

Additional Registrar of Assurances-IV, Kolkata

389

AWANI KUMAR ROY
Advocate
10, Hiron Shankar Roy Road,
Kolkata-700 001

NAME
ADD
- 1 APR 2022
SUBHANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
P.S. K.B. Hat, Postal, Kol-2

- 1 APR 2022

- 1 APR 2022

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 8 AUG 2022

SRI SUJIT BOSE (PAN : AELPB1108B), son of Late Jitendra Nath Basu, by faith-Hindu, by Nationality – Indian, By Occupation – Business, residing at Village E/7, North Nilachal, Birati, P.O. Nilachal, P.S. – Airport, District North 24 Parganas, Kolkata -700 134, hereinafter called, referred to and identified as the **OWNER** (which term and/or expression shall, unless excluded by or repugnant to the subject or context, include his heirs, executors, nominees, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/S. NATURAL MANAVSTHAL PRIVATE LIMITED (PAN: AADCN7719H), a company incorporated under the meaning and within the provisions of The Companies Act, 1956 and is an existing Company within the meaning of the Companies Act, 2013 and having its registered office at Premises No. 9A, Lord Sinha Road, P.S. Shakespeare Sarani, P.O. Middleton Row, Kolkata 700071, hereinafter called, referred to and identified as the "**DEVELOPER**" (Which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include its successors, or successor in interest, nominees, agents, and assigns) of the **OTHER PART.** The Developer of the other part is represented by its Director/Authorized signatory **SRI MUKESH KUMAR SHARMA (PAN : ARKPS6485Q),** son of Sri Mahesh Kumar Sharma, by faith Hindu, by occupation Business, residing at 5B, Judges Court Road, P.S. & P.O. Alipore, Kolkata-70027 who executes these presents refuge of and being empowered with the Board Resolution dated 5th July, 2022.

PART-I # DEFINITIONS AND INTERPRETATION:

1. **DEFINITIONS:** In this agreement unless there be something contrary or repugnant to the subject or context:

(A) **"Appropriate Authority"** shall according to the context mean any government, semi government, judicial, quasi judicial and/or local authority or body or service provider connected with the sanctioning or approval of the Building Plans and giving permissions, no objections, clearances and other certificates in several matters referred to herein. Appropriate Authority shall also mean such authority and/or competent body from which all statutory compliances, permissions and No Objections are to be obtained in order to cause development of and over the First Schedule Property.

(B) **"Architect"** shall mean such Architect who may be from time to time appointed by Developer for the Building Complex.

(C) **"Building Complex"** shall mean the said Property and the New Building to be constructed thereon and include all Transferable Areas therein and also include the Common Areas and Installations.

(D) **"Building Plans"** shall mean the Building Permit and/or Plans issued and sanctioned by any Appropriate Authority for construction of New Building at said Property and shall include all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.

(E) **"Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees thereof; and dealing with all matters of common interest of the Transferees thereof.

(F) **"Common Expenses"** shall mean and include all expenses to be incurred for the management maintenance upkeep and administering of the New Building and the said Property and in particular the Common areas and Installations and rendition of services in common to the Transferees therein and other Common Purposes.

(G) **"Developer's Allocation"** shall mean all Transferable Areas and all other areas spaces and rights, save and except the Owner's Allocation, in the Building Complex and the said Premises, including all Parking Spaces / Rights, **together with** remaining undivided proportionate share in the land of the Said Property and also the undivided proportionate share in the Common Areas and Installations, on, over and with regard to the First Schedule Property.

(H) **"Encumbrances"** shall include but not limited to mortgages, charges, liens, hypothecations, lispendens, attachments, leases, tenancies, Thika tenancies, alignment, occupancy rights, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever, on, over and with regard to the First Schedule Property.

(I) **"Force Majeure"** shall mean the events and reasons specified below, resulting in delay in compliance of the obligations of the parties hereunder or arising out herefrom, i.e. to say :

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

i. Fire, Flood, Earthquake, storm, lightning or such other unforeseen natural calamities including Covid-19 like pandemic, lock down like situation any restriction imposed by State or Central Government Authorities or any reason beyond the control of the parties;

ii. Riots, civil commotion and disturbances, insurgency, enemy action or war;

iii. Non determination of appropriate authority having jurisdiction and functioning for according of sanction to building plans.

iv. Injunctions/orders of any government, municipality, panchayat and other Appropriate Authorities restraining the construction of the New Building at the said Property;

v. Injunctions/restraint orders from any Court or Tribunal restraining the construction of the New Building at the said Property or any litigation which may affect the title of the said Property;

Provided That no reason shall be force majeure if the same is directly or indirectly attributable to any negligence or willful act or omission of the concerned party.

(J) **"New Building or Building/s"** shall mean the building or buildings and other structures to be constructed at the said Property in pursuance hereof.

(K) **"said Premises/Property"** shall mean the land comprised in R.S./L.R. Dag number 270 in R.S. Khatian number 160 and L.R. Khatian No. 578 in the District of North 24 Parganas, (morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

(L) **"Proportionate"** with its grammatical variation, in relation to any Unit shall mean the proportion which the built-up area of the concerned Unit bears to the built-up area of all the Units in the New Building.

(M) **"Security Deposit"** shall mean the amount to be deposited by the Developer with the Owner for the purposes as hereinafter stated to be returned without interest and/or adjusted from the Owner's allocation as per discretion of the Owner in terms of clauses and sub-clauses.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-I
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

(N) **"Specifications"** shall mean the specifications and/or materials to be used for construction of the New Building as mentioned in the **FOURTH SCHEDULE** hereunder written and in case of non-availability of the prescribed materials as mentioned in Forth Schedule, materials equivalent thereto as mentioned to be used.

(O) **"Transfer"** shall include transfer by sale or lease and/or by any other lawful means adopted to alienate or part with possession of the Transferable Areas or any part or share thereof.

(P) **"Transferable Areas"** shall include Units, open and covered Parking Spaces and all other constructed and open areas and all other properties, benefits rights and/or privileges at the Building Complex capable of being commercially exploited or transferred for consideration in any manner including by adding to the chargeable super built-up area or otherwise.

(Q) **"Transferees"** shall mean and include all such persons company, firm, body, corporate organization etc to whom any Transferable Areas are lawfully transferred or agreed to be so done.

(R) **"Units"** shall mean all the saleable spaces and/or constructed areas in the building complex be it flats, apartments, spaces, covered spaces or the like for use as residence, or any other purpose capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the open terrace if any attached to any unit.

(S) **"Parking Spaces"** shall mean the spaces in the ground floor (and the basement, if any) of the new Building and also at the open space at the ground level in the said Property developed and built, by the Developer for parking of motor cars and other vehicle therein or thereat by the Owner, Developer and transferees (if they purchase) and parking space shall also include any Mechanized Parking System if erected or installed by the Developer at any part of the said Property, to be used by the above.

(T) **"Built-up Area"** in respect of any unit shall mean the plinth area of such unit and include, interalia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein **PROVIDED THAT** if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 2022

(U) **"Completion of Building"** shall mean, imply and include not only completion of development and construction of building over, on and in respect of the First Schedule Property in respect of all the flats, units, saleable areas and the entire First Schedule Property.

(V) **"RERA ACT"** The Developer only will be solely responsible for the Compliance of the provisions of Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021.

II Interpretation:

1. **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time.

2. **Party:** In this Agreement, any reference to a Party is to a party to this Agreement. The Owner and the Developer in this agreement wherever the context so permits are collectively referred to as the 'parties' and individually as a 'party'.

3. **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

4. **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

5. Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.

PART-II # RECITALS:

WHEREAS:

A The Owner of the One Part herein is the sole, absolute and exclusive Owner, well seized and possessed of and sufficiently entitled to All That the demarcated piece and parcel of land ad-measuring **4 Cottah, 02 Chittack 33 Sq.Ft**, more or less which is more-fully and particularly

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-I, KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

2 8 AUG

described in the FIRST SCHEDULE hereunder written and the same is hereinafter referred to as the "Said Premises/Property" being the subject matter of these presents. The short description of the Title of the Owner are mentioned in the FIFTH SCHEDULE, written below at the foot of these Presents. The Said Property as mentioned in the First Schedule is the subject matter of Development and Transaction.

B. The Parties being desirous of developing the Said Property approached each other and the Parties, relying on, each other's' representation as hereinafter contained and also on each other's assurances has agreed to execute these presents. The Developer has agreed to undertake development of the said Premises, deposit the security deposit amount and to solely incur all costs, charges and expenses for undertaking development/construction of the New Building/s at the Said Property for mutual benefit and for the consideration and on the terms and conditions hereinafter contained:

PART - III # WITNESSETH

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed, declared, confirmed and recorded by and between the parties hereto as follows: -

1. A. DECLARATION BY THE OWNER

A.1.1 The Owner confirm, declare, represent and warrant that he absolutely owns the Said Property and each and every part thereof, is in khas possession, control and enjoyment thereof without any dispute and free from all type of encumbrances and is entitled to develop the same and make construction of building/ buildings and that Owner is not suffering from any inability or infirmity of any nature whatever.

A.1.2 The name of the Owner is recorded as the Owner/raiyat in respect of the Said Property

A.1.3 The Owner is absolutely entitled to enter into this Development Agreement and there is no restraint of any Court, Tribunal, statutory authority or quasi judicial authority or any other authority whatever against the Owner from entering into and executing this Development Agreement and other Deed(s) and Power(s) of Attorney in respect of the Said Property in favour of the Developer.

A.1.4 The Owner' title to the Said Property is clear and marketable and free from all charges, mortgages, encumbrances, claims or demands of whatsoever nature.

A.1.5 The Owner confirms and state as on date there is no existence of any Agreement for Sale or Development or any other agreement in respect of the Said Property with any other person or party.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 2023

A.1.6 No notice or notification for acquisition or requisition under the Land Acquisition Laws or any other Act or statute for the time being in force, has been received or served affecting the Said Property or any part thereof and the Owner is entitled to develop and/or cause to be developed the same.

A.1.7 There are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State or Central Government Department or other local bodies or authorities in any manner affecting the said Premises.

A.1.8 That no litigation or suit or proceeding is pending in any Court of Law in respect of the Said Property or any part thereof or any undivided share therein nor has any decree, judgment or any other order / interim order been made or passed affecting the Said Property or any part thereof in any manner whatsoever.

A.1.9 The Said Property is not subject to or affected by any right of way, water, light, support, drainage or any other easement with any other property nor is affected by any partition wall, common wall, drains, ways, paths or passages.

A.1.10 The Owner will not do or cause to be done any act, deed, matter or thing whereby or by means whereof the title to the Said Property or any part thereof or the right, title and interest of the Developer under this Development Agreement are jeopardized or encumbered or affected.

A.1.11 The Owner will bear and pay up to the date of handing over physical possession of these presents all taxes and outgoings including khazna, municipal taxes rates cess taxes and other charges connected therewith in respect of the Said Property and thereafter the Developer shall cause payment.

A.1.12 Subject to the terms hereof, the Developer shall or may at all times after delivery of possession of the Said Property by the Owner to the Developer in terms hereof, peaceably and quietly hold use and qualifiedly possess for the purpose of development of the said Premises, benefits, advantages and rights hereby granted without any lawful eviction, interruption claim or demand whatsoever from or by the Owner or any person or persons claiming under it.

A.1.13 The Owner do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees in respect of the Contingent Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owner a party thereto and for that to represent the Owner as its constituted attorney in respect of the Share in Land forming part thereof. However, if so required by the Developer, the Owner shall, notwithstanding the consent and authorization above,

SEAL OF THE ADDL REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
28 AUG

and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.

A.1.14 Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein;

1B. DECLARATION BY THE DEVELOPER

The Developer states, represents, assures and declares as follows :

B.1.1. That the Developer has all relevant statutory qualification under the prevailing Laws, to execute these presents and the Developer further undertakes to continue and retain its status during the pendency of these Presents. The Developer will obtain from time to time all necessary permissions, statutory clearances, Licenses necessary for construction of the building as per sanction plan.

B.1.2. That the Developer prima facie satisfied itself based on the representation of the Owner and Owner's documents of Title and Owner as the Owner herein over the **SAID PREMISES.**

B.1.3. That the Developer has the requisite financial, as well as infrastructural capability to execute, instrument, cater to and complete development and construction of the entire Project, over, on and in respect of the Said Premises.

2. COMMENCEMENT AND TENURE: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution of this Agreement and shall remain valid and in force till all obligations of the parties towards each and other stand fulfilled and performed.

2A. GRANT OF DEVELOPMENT RIGHTS

2.1 The Owner doth hereby exclusively grant to the Developer and the Developer hereby acquires and accepts from the Owner, the exclusive right of the developer to develop and exploit commercially the Said Property by constructing New Building/s thereat for mutual benefit and for the consideration and on the terms and conditions herein contained, and such grant, amongst others does include-

a) the right to use the entire sanction able area of the Said Property in the manner and to the extent as may be permitted by the relevant provisions of relevant statutes for the time being in force;

b) benefit of all exemptions, approvals, orders under Urban Land (Ceiling & Regulation) Act, 1976 and REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 and all other statutory approvals and permissions obtained or that may be

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV KOLKATA

- 8 AUG 2022

obtained in respect of the Said Property and;

c) right to appropriate the sale proceeds of the building/ buildings to be constructed or any other space therein at the said Premises, save and except the Owner's allocated area.

d) The Developer shall have the right and authority to obtain the deeds of Conveyance/transfer in respect of all its entitlement of land share in different proportionate undivided shares in favour of the Developer and/or the various Transferee agreeing to purchase various Transferable Areas in the Building Complex and nominated by the Developer and the Owner will be bound to and agrees to convey the same.

e) The Owner's Allocation shall be constructed and completed by the Developer at the Developer's cost as per the Building Plans and the Specifications mentioned in the **FOURTH SCHEDULE** or the alternative substitutes thereof available at the market,

f) The Developer's Allocation shall be constructed by the Developer and the Developer shall own hold and possess the same with right to Transfer the same without fetters or hindrance or objection or hindrance from the Owner.

g) Each of the promises herein shall be the consideration for the other.

h) It is expressly agreed that the consideration for the sale and transfer of the undivided proportionate share in the land comprised in the said Property forming part of the Developer's Allocations belonging to the Developer shall be the costs of construction of the Owner's Allocation and deposit of Security Deposit subject to compliance of all obligations of the Owner as herein stated.

3. OWNER'S AND DEVBLOPER'S ALLOCATION

3.1 Owner's Allocation / Consideration:

3.1.1 In consideration of the Owner granting exclusive development rights to the Developer and to appropriate all sale proceeds and other amounts arising there from, the Developer has agreed to provide to the Owner and the Owner will be entitled to receive from the Developer the constructed area and Car Parking area more fully and particularly described in the SECOND SCHEDULE hereunder written in the new buildings to be constructed at the said Premises within 15 days from the date of submission of the final Building Plan the Owner's and Developer identify their respective area and thereof deal with the same.

3.2 Developer's Allocation:

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 2022

3.2.1 Save and except the Owner's Allocation, and the common areas all other flats, units, parking spaces (as specifically mentioned in the **Third Schedule** below at the foot of these presents) in the new buildings together with remaining undivided proportionate share in the land of the Said Property shall belong to the Developer solely absolutely and exclusively. The Developer's area are more-fully and particularly described in the **Third Schedule** hereunder written. It is clarified that the Developer shall be absolutely entitled to cause sale, transfer, receive, hold and enjoy the same without any right dispute and claim of the Owner.

4. CONDITIONS PRECEDENT TO DEVELOPMENT

4.1 It shall be the Owner's obligation to comply with the following obligations to make the Said Property suitable for development, at their own expenses.

a) If necessary to obtain change in classification of the land (i.e. obtain conversion) as be required for enabling development of the said Premises;

b) To ensure that the title of the Said Property shall always remain free from all type of encumbrances charges, liens and lispendences

c) To ensure vacant and peaceful possession to deliver and remain with the Developer and the Owner jointly. For the purpose of construction remain with Developer and undertakes not to disturb and/or create any obstruction in respect of possession and construction by the developer.

d) To render full co-operation to the Developer to ensure compete Development of the Said Property and sign from time to time and deliver all such, papers, documents, affidavit, declaration as may relevantly require as per and in tune with these presents.

e) To obtain the necessary no objection or other requisite permission from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 as be required for enabling development of the said premises.

5. COVENANTS AND RESPONSIBILITIES OF THE DEVELOPER

a. The Developer shall develop, construct and complete building or buildings entirely and solely at its own costs and expenses. The Developer undertakes to obtain completion certificate in respect of the Said Property after completion of the building complex.

i) in accordance with plans and with amendments, alterations and additions, if any, as be prepared by the Developer and sanctioned by the appropriate authority from time to time; and

ii) in compliance with the rules and regulations, bye-laws and other

statutory provisions applicable in respect of the development and construction of building / buildings; and

iii) by using good quality of constructional materials, and taking due care and diligence and following prudent norms in constructing and completing the construction on the Said Property in accordance with the plans to be sanctioned.

b. The fees and all other charges payable to the Architect and Engineers and Consultants will be exclusively paid and borne by the Developer.

c. The building/buildings(s) shall be constructed on the Said Property as per the building plans to be sanctioned by the appropriate authority subject to the Owner's title and other permissions obtained without any encumbrances. Developer shall be entitled to obtain all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.

d. Subject to Force Majeure and other inevitable causes beyond the control of the Developer and subject to the Owner not being in default in compliance of his obligations hereunder the development and construction of the building / buildings(s) shall be completed within a period of 4 (four) years from the date of plan being sanctioned and after receipt of vacant possession. In case the Developer herein fails to complete construction and development in respect of the entire First Schedule Property within 4 Years from the date of Sanctioning of Plan and after receipt of vacant possession, then an additional grace period of 6 Months shall be allotted and thereafter if in case the Developer herein still fails to complete construction and development and as discussed above within the aforesaid grace period of Six Months then in such case such Damages is to be paid by the Developer to the Owner as mutually agreed on and from the date of completion of 4 years 6 months till the date of receiving the unsold/balance Owner's allocation and/or offered by the Developer to take possession and if the Developer Fails and/or Refuses to cause payment of the above as regard the unsold/balance Owner's allocation then in such case the Owner adjust such Damages from the Security Deposit.

e. The delivery of the Owner Allocation will be by way of 30 days notice, in writing, to be sent by the Developer to the Owner upon construction and completion and the Units comprised in the Owner Allocation shall be deemed to be completed in case the same be completed in all respect as per the specification for construction of Units as contained in the **SECOND SCHEDULE** in default Owner

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 8 AUG 2022

shall be deemed to have taken possession of the Owner Allocations on expiry of such notice period of 30 days.

f. The Developer shall be entitled to construct boundary walls or fencing to secure the Said Property or any part thereof as and when deemed fit and proper by the Developer.

g. All Constructions to be made on the Said Property shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants and machineries, installations and fitting etc. which may be brought or kept or functioning at the Said Property shall remain at the sole risk and responsibility of the Developer and/or its agents, representatives and contractors hence the Developer indemnifies the Owner in all respect of the above.

h. The Developer shall ensure that the standard of construction, finish and general appearance of the building/buildings(s) and the material and fittings to be used in the construction of the building/buildings(s) shall be of standard good quality.

i. The Developer shall not suspend, discontinue or abandon the development of the Said Property and/or construction of the building /buildings(s) except on account of "force majeure" and reasons beyond its control and under no circumstances the Developer herein shall in any way totally assign this Agreement to any other person or persons, company or Companies, firm(S), organization without the written consent of each, every and all the Owner.

j. For the purpose of Construction and Development at the said Premises, the Developer shall be entitled to appoint, engage and employ such Architect, Contractors, Sub-contractors, Engineers, Labourers, Mistries, Care-takers, Guards and other Staff and employees at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. Such persons and/or employees shall be the persons under appointment from and/or employees of the Developer and the Owner will not in any way be liable or responsible for their salaries wages, remuneration etc and also shall not be responsible for their inaction, foul play, mischief and/or accidents occurring to them.

k. Under all circumstances notwithstanding anything mentioned hereinbefore or hereinafter either in these presents or in any other document of whatsoever nature and character the Developer further covenants that in case, the Developer due to whatsoever reasons is

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

unable to complete construction and development, on, over and in respect, of the entire said premises, or is unable to comply with and/or doesn't comply with the terms and conditions as laid down in the Agreements for Sale/Sale Agreements/Memorandum of Understanding executed by and between the Developer and the prospective Transferees/Purchasers and/ or Transferees/ Purchasers of the Developer's Allocation (keeping the Owner as parties in such Agreement or not) then in such case or cases, the Developer shall be solely bound to settle all such claims as put forwarded by all such transferees/Purchasers and/or prospective transferees and Purchasers and indemnify the Owner herein against all such, claims, litigations pressed and/or initiated by any such aforesaid third party prospective Transferees/Purchasers, and/or Transferees/ Purchasers and/or stranger party against the Owner and the project on the premises.

l. Legible, Copies of Memorandum of Understanding, Paper work, communication caused, Tax receipts, sanction plan, Owner's share, permissions, NOC, and important permission shall be sent to Owner or such authorized persons whose name will be intimated to be Developer in writing on behalf of the Owner within 15 days of receipt of the same.

m. The Developer shall indemnify the Owner for any loss or damages cost and charges suffered by the Owner after this day only due to any act or deal by the Developer relating to the Schedule Property.

EXECUTION OF SUPPLEMENTAL DOCUMENTS, POWER OF ATTORNEYS AND FURTHER ACTS

6.1 Simultaneously with the execution of this Development Agreement, the Owner will execute the following documents.

6.1.1 A Power of Attorney in favour of the Developer and/or its nominees and the said Power of Attorney shall for all intents and purposes be deemed to have been given pursuant to this agreement. Such power is a comprehensive General Power of Attorney (with power of substitution and delegation) authorizing and permitting the Attorney to inter alia, deal with trespassers at the said Premises, cause mutation of Owner's name, (if required) to amalgamate the same to adjacent premises partition of the said Premises, obtain conversion in the nature of use of land, approach statutory authorities for obtaining all sanction, modification, alteration, re-validation etc., of plans, modified plans and developmental permissions in respect of the said

THE ADDL. REGISTRAR OF A...

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

28 AUG

Premises, to commence and carry out and complete development and construction and completion of building/ buildings

6.1.2 Simultaneously with the execution of these presents the Owner herein is executing and registration of power of attorneys giving respective powers and authorities to the Developer as per terms of these presents.

6.2 Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement.

6.3 It is understood that from time to time to facilitate the uninterrupted construction of the New Building/s by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be reasonably required to be signed or made by the Owner relating to which specific provisions may not have been made herein. Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

7. BASIC UNDERSTANDING

7.1 The Parties herein do agree that in addition to making of payment of entire security deposit, the drawing and sanctioning of plan, procurement of all 'NOC's and permissions from all Statutory Bodies, and for construction thereafter making, entire construction of building(s) (consisting of Owner's allocation, Common areas and Developer's allocation) and development of land, procurement of Occupancy Certificate and thereafter Completion Certificate over, on and in respect of the said property shall be caused/ done solely by the Developer at its own initiative, cost and expenses as the consideration for securing absolute rights to cause of sale of Developers allocation, along with undivided proportionate share in land underneath in the said property. Each parties allocation i.e. the Developers allocation and the Owner's allocation shall be identified, demarcated hence marked with contrasting separate colours, on the copy of the sanction plan.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES

7.2 The parties agree that, the Developer at. its own discretion, shall cause sale of its allocation to Third Parties/Stanger Parties of its choice and similarly the Owner herein (having intra Owner mechanism and understanding) at their respective individual and/ or collective discretion and choice shall cause sale of their allocation to Third Parties/Stanger Parties i.e. each of the parties shall directly receive respective consideration price or prices on sale of their respective allocation from their respective Third Party purchasers.

7.3 The parties agree that, in case there is discrepancy of retainment of proportionate contiguous flat wise and/or unit wise demarcation of each parties allocation over, on in respect of the sanctioned plan, and/or over, on and in respect of constructed area and/or developed area in the buildings erected on the said property, then in such case, parties in consultation with each other would carve out a small portion from the total area to cause joint sale of such without disturbing the mechanism of unilateral sale of their remaining parts.

7.4 In case of contractual compliance of these presents from the part of the Developer, the Owner either shall return back such amount as he/they, has/have received as Security Deposit, on the date of receiving possession of the Owner's allocation or shall adjust and square up the aforesaid amount, of security deposit or part of it. by selling a part or portion from the Owner's allocation to the Developer less than 20% of at the rate Developer booked its own share to the Purchaser before completion of the project.

(8) **SECURITY DEPOSIT**

The Developer shall simultaneously with the execution hereof deposit with the Owner a sum of Rs.1,00,000/- (Rupees One Lacs only) vide cheque No. 347024 dated 08.08.2022 drawn on Yes BankLtd. Stephen House Branch, Kolkata - 700001 as Refundable Deposit without interest (hereinafter called "the **Deposit Amount**").

(9) OWNER'S OBLIGATIONS

(A) The Owner does hereby agree and covenant with the Developer not to cause any interference or hindrance in the sanction/modification/ alteration of Building Plans in terms hereof, construction of the Building Complex at the Said Property by the Developer and/or sale of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the modification/alteration of Building Plans, construction of the Building Complex or selling or otherwise transferring the Developer's Allocation.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

(B) Each and every representation made by the Owner in this Agreement are all true and correct and the Owner agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owner.

(C) The responsibility of making out good and marketable title of the said property or partitioned portion of the said property allotted to the Owner, as applicable, free from all encumbrances and liabilities shall always be that of the Owner and the Owner shall be and always remain liable and obliged to satisfy the banks, financial institutions, lenders etc., providing home loans to buyers of flats / units etc., and the Owner will indemnify and keep the Developer fully saved harmless and indemnified from and against all losses damages costs claims demands actions consequences with regard thereto in terms of title free from all encumbrances.

(D) The Owner will remain liable to rectify and clear defects deficiencies encumbrances, if any, in the title at his own costs within 90 days of such claim till the completion of the Project. The Owner hereby covenants to ensure that the title to the said Property remains good and marketable title till completion and sale and transfer of all units, flats and other saleable and constructed areas and rights at the said Premises. In case if the Development and construction work in any way suffer or selling of the Developer's area effected then in such an event the Owner shall be liable to compensate the Developer within 30 days of such claim.

(E) The Owner will be solely responsible to pay all the taxes, land revenue, water charges and electricity charges and there is no dues payable to any government, authority or person in respect of the Said Property and in case there be any outstanding till the date of execution of these presents, and delivery of possession the same shall be paid and borne by the Owner. The Developer shall be solely responsible and liable for payment of all such dues on and after the date of possession.

(F) The Owner after execution of these present hands over to Awani Kumar Roy, Advocate of 10, Kiran Shankar Roy Road, First Floor, Kolkata-700001 in order to store, preserve and keep custody of all original relevant documents, certificates, papers, Deeds and receipts to offer inspection of same from time to time to the purchasers or purchaser's bank (financial institution) and/or to do all other act for

SEAL OF THE ADDL REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

2 8 AUG

implementation of this Agreement. On and after completion of project and on receiving completion certificate, all such aforesaid originals shall be handed over lawfully to the Owner's Association of the new building / complex.

(G) The Owner will at the request of the Developer sign and execute from time to time all applications for mutation the plans and other applications for layouts, sub-division, construction of the building/buildings and structures on the Said Property for being sanctioned by the appropriate authorities provided that, all costs, charges and expenses including Architect's fees in this connection shall be exclusively borne and paid by the Developer alone.

(H) The Owner agrees to render qualified assistance and Cooperation that may be required by the Developer from time to time to arrange finance from Bank, Financial Institution or otherwise and to carry out the development work in and upon the Said Property and construction and completion of building/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising there-from **Provided That** the Owner will not be liable to incur any financial obligations in that behalf and subject to Owner's rights, interest title and privileges over, on and in respect of the Owner's share of the said property are in no way encumbered and/or effected.

(I) After sanction of the Building Plan to demarcate the Owner's and the Developer's area and sign the said allocation sheet, if and only if such distribution and allocation is, as per and in tune with the terms of these presents. Before submission of the building plan the Owner and Developer shall demarcate their respective allocation provisionally.

(J) The Owner will, as and when required by and at the request of the Developer, execute and register sale deed or deeds or other documents of transfer for sale and transfer of units, flats, parking spaces along with proportionate land underneath in favour of the Developer and/or its nominee or nominees (being the buyers/ purchasers of units, flats and other saleable and constructed areas and rights at the said Property and in the building/s thereat to be constructed by the Developer) in such share or shares and/or part or parts as the Developer may require or nominate from time to time, without raising any objection whatsoever and all costs charges and

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

expenses in respect thereof shall be borne and paid by the Developer, but such aforesaid deeds and documents shall pertain to area allocated from Developer's allocation only.

10. RIGHTS OF THE DEVELOPER

(a) simultaneously with the execution hereof, the Owner have put the Developer in joint possession of the said Property and shall remain in possession till entire project completed. The Developer is authorized to construct boundary wall and / or repair the boundary wall on four side retain joint possession and resist any attempt to trespass in the same by any stranger party. The Developer is authorized and empowered to take all steps to protect the peaceful possession and to take all legal steps either civil or criminal or both in this regard as well as take Police help or local assistances. The Developer shall thereafter be entitled to commence the work of development and construction as per building plan as be sanctioned and complete the construction and to sell dispose of the units, flats and other saleable and constructed areas or open spaces and rights by sale on what is commonly known on as Ownership basis, lease, leave and/or license etc., as shall be decided by the Developer in its decision **And** the Developer shall be entitled to enter into agreements for sale/transfer or otherwise deal with the building(s) or any part thereof and receive consideration money, advances, deposits securities etc. from intending purchasers and/or acquirers/ transferees, the Developer obligation remains to complies with all its obligations as per these presents. All Sale rights of the Developer are restricted and confined to the Developer's allocation only.

(b) carry out all the infrastructure and related work/ constructions for the Project, including gifting of land to any Governmental Authority, (only after specifically getting written consent from the Owner herein) leveling, water storage facilities, water mains, sewages, septic tank storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Land as may be required by any Approvals, layout plan, or order of any Governmental Authority;

(c) Launch the Project and in respect of the Developer's area make booking, take advances and, or, make sale of all the Unit(s) and to exercise full, exclusive and irrevocable right and authority for marketing, leasing, licensing or sale in respect of the Developer's allocation in the Project to be developed on the Land by way of sale, lease, license or any other manner of transfer or creation of third-

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG

party rights therein, and enter into agreements with such customers, and on such marketing, leasing, licensing or sale, to receive Sale Proceeds as per the terms herein and give receipts and hand over possession, use or occupation of the built up area on the Land in respect of the Developer's allocation;

(d) apply for and obtain any Approvals in its name or in the name of the Owner, including levelling, any temporary connections of water, electricity, drainage and sewerage, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities as may be required by any Approval, layout plan, or order in the name of the Owner for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project;

(e) apply in the name of the Owner to the Authorities concerned for grant of subsidies and/or benefits as will be available on development of the said Project;

(f) The Developer shall be at liberty to sell, transfer, lease out and deal with the units, flats and other saleable and constructed areas pertaining to the Developer's allocation at the said Property. All such allotments are restricted to the Developer's allocation only and shall, however, be made by the Developer at its risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between the Developer and such party or parties. The Developer out of its own allocation will be entitled to permit any of the units to be occupied by any of the allottees of units, flats and other saleable and constructed areas and rights at the Said Property as may be agreed upon subject however to the terms hereof. The Developer shall be entitled to join the Owner in all agreements / transfers / leases etc. and sign the same as constituted attorney of the Owner provided the Developer complies with and specifically performs as per these presents.

(g) The Developer shall with effect from the date hereof be entitled to prepare and lawfully get the necessary plan or plans for construction of building/s and drainage lay out plan drawings etc., sanctioned by the appropriate authorities and pay fees, charges and expenses and other charges connected therewith.

(h) The Developer shall be entitled to enter into separate contracts in its own name with building/buildings contractor, architects and others

OFFICE OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
28 AUG

for carrying out the said development at its risk and costs and in case any litigation and/or claim and/or proceeding accrues from any of the aforesaid due to breach and/or non performance and/or negligence of any of the contracting parties, then under all circumstances the Developer shall indemnify the Owner herein.

(i) The Developer shall have lien on the undivided share in the Premises and also on the constructed areas in the building for all money paid brought incurred invested and/or introduced by the Developer in relation to this agreement and/or the development of the said Property and constructions of buildings and all connected purposes including obtaining sanction of the building plans and electricity connection and supply and water connection supply till all the units comprised in the Owner Allocation is delivered to Owner and the Developer receives refund of security deposit from the Owner. The Owners will refund the said Security Deposit within 30 days from the date of receipt of the Notice from the Developer as to take possession of the Owner's Allocation failing which the Owners will either be liable to pay interest @ 15% per annum and/or transfer a portion of Owner's allocation @ less than 20% of the booking rate of the Developer's allocation.

(j) The Developer in respect of its allocation only, shall have the liberty to advertise and invite buyers, negotiate with the prospective buyers/purchasers and take booking of any constructions, units, flats, and other saleable and constructed areas and rights with or without parking space and other areas and enter into all agreement and other documents for sale and disposal as may be mutually agreed by the Developer with the prospective buyers/purchasers and to receive earnest money or other sums from time to time and/or consideration money and other amounts against such sale and/or disposal and appropriate the same and in all cases of such transaction the Developer herein shall indemnify and make the Owner harmless in case of any dispute, claim, litigation, proceedings initiated, caused by any stranger party and/or the prospective purchasers.

(k) The Owner will not create any encumbrance or charge or third party right / interest or impediment of any nature whatsoever or enter into any agreement in respect of the Developer's Allocation.

(l) The incidence of VAT or Service Tax or GST or other levy or tax, if and as applicable, will be the obligation of the Purchaser/Lessees/ Transferees of units, flats, shops, showrooms and other saleable and

SEAL OF THE ADDL REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

constructed areas and rights at the said Premises. In any event the Owner will not have any responsibility for the same save for the Owner's Allocation, if applicable.

(m) **Developer to Collect Additional Payments and Deposits:** The Developer shall be entitled to collect in respect of the entirety of the New Buildings (including Owner's allocation) all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, proportionate Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/regularization/ completion under applicable Rules or provisions.

(n) **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance in respect of Developer's Allocation shall be prepared by Awani Kumar Roy, Advocate of 10, Kiran Shankar Roy Road, First Floor, Kolkata-700001 **("Project Advocate")** Owner can have the similar documents prepared through their Advocate. The Owner's documents shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the respective Unit Owner of all the constructed spaces of the New Buildings.

(o) On and after handing over of Owner's allocation to the Owner it is agreed that for convenience, administrative or otherwise, the Developer shall do the following:-

(i) Form Association/Corporate Body/Bodies for the management, maintenance and otherwise control and regulation of the affairs of each or one or more building /buildings constructed on the Said Property as may be permissible and conveniently possible, or

(ii) Form a separate ultimate body being either a cooperative housing society or a limited company or an association of apartment holders in respect of the building/s constructed on the Said Property or to form such ultimate body for two or more of the buildings constructed on the Said Property as the Developer may in its absolute discretion thinks fit and proper.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2012

(iii) To do all other acts, deeds, matters and things for the purpose of developing the Said Property and constructing building /buildings according to the intentions stated in this Development Agreement at its sale discretion deem fit.

11. AGREEMENTS WITH INTENDING PURCHASERS

11.1 The Developer shall be entitled on a principal to principal basis, and also as an agent of the Owner, to sell, convey, lease, transfer, deal with and/or dispose of the Developers allocation, as constructed on the Said Property and/or the units, flats and other saleable and constructed areas and rights therein, and execute and enter in the agreements with intending purchasers or lessees or transferees at its own risk and obligations and in its own name. The Developer shall be at liberty to enjoin the Owner also in all such agreements and conveyances and sign and execute the same on behalf of the Owner as his/their constituted attorney or agent. The Owner shall in no manner be held responsible and/or liable to the intending purchasers or lessees or transferees save for the purpose of transfer of title to the land.

12. DEVELOPMENT OF THE SAID PROPERTY IN ACCORDANCE WITH LAW;

12.1 The Developer shall, at its own costs and expenses, develop the Said Property in conformity with the sanctioned plans, with all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof, and in conformity with the terms and conditions as may be imposed by any governmental authority or any other statutory authority relating to the said Premises.

13. CONVEYANCES IN FAVOUR OF PURCHASERS OF UNITS/FLATS

13.1 On and before proportionate handing over of Owner's allocation to the Owner as and when called upon by the Developer to do so, the Owner will execute, deliver and lodge for registration several Indentures of Conveyance or Transfer in respect of the Said Property or any part thereof in favour of the Developer and/or its nominee/s, including the society, condominium, association and/or company which may be formed of the diverse unit purchasers in the building/buildings to be constructed on the Said Property and the Developer agrees to join in such Conveyance as a Developer/ Confirming Party, and for which the Owner will in no manner be subject to any liability of whatsoever

SEAL OF THE ADDL REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG

nature including the stamp duty payable on such documents. The Owner will not be entitled to any additional consideration for executing Conveyance or Transfer.

14. MISCELLANEOUS

14.1 This Development Agreement shall not be construed as a partnership and this agreement shall be construed as an agreement between two principals i.e. between the Owner on the one hand and the Developer on the other hand presently for the development of the Said Property and construction and transfer of building/buildings on the terms conditions and consideration herein stated.

14.2 Each party shall pay and discharge their respective liabilities and obligations including the capital gains tax / income tax liabilities that may arise or be derived, or received by them. The Owner and the Developer will indemnify and keep indemnified the other from and against any such liability on account of income tax and other liabilities for direct and/or indirect taxes.

14.3 It is further expressly clarified that notwithstanding any subsequent death or incapacity etc. of any of the Owner, this agreement as executed by the Owner will remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives, members and successors of the Owner as if they were parties hereto.

14.4 It is expressly agreed that the Certificate of the Architects as regards the areas of the flat, the common areas and installations completion etc of the project shall be final conclusive and binding upon the parties hereto.

14.5 The Developer shall have lien on the undivided share in the Premises and also on the constructed areas in the building for all money paid brought incurred invested and/or introduced by the Developer in relation to this agreement and/or the development of the said Property and constructions of buildings and all connected purposes including obtaining sanction of the building plans and electricity connection and supply and water connection supply till all the units comprised in the Owner's Allocation is delivered to Owner and the Developer's Allocation are fully transferred by the Developer and the Owner has executed the conveyances transferring the undivided share in Developer's share in the land and constructed area in favour of the Developer or the persons appointed or nominated by the Developer.

SEAL OF THE ADDL REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

28 AUG 20

14.6 Each party shall bear and pay its own Advocates or Solicitors' costs and fees.

14.7 The Owner will not be liable or called upon to pay or contribute either in the development of the Said Property or towards the stamp duty and registration charges in respect of these presents or the conveyance(s) or lease(s) or transfer(s) to be made either in favour of the Developer and/or its nominee or nominees including the society or condominium or any other body or association/s which might be formed by intending purchasers of units, flats and other saleable and constructed areas and rights at the Premises being part of the Developer's allocation.

14.8 The Developer shall have the liberty to advertise and invite buyers, negotiate with the prospective buyers/purchasers and take booking of Developer allocation and rights with or without parking space and other areas and enter into all agreement and other documents for sale and disposal as may be mutually agreed by the Developer with the prospective buyers/ purchasers and to receive earnest money or other sums from time to time and/or consideration money and other amounts against such sale and/or disposal and appropriate the same and in case any dispute and/or litigation arises then in all such case the Developer shall indemnify the Owner and the Owner shall in no way be liable and/or responsible for any loss to such Third parties and/or stranger party.

14.9 There is neither now nor hereafter shall be any privities of contract between the Owner on the one hand and the prospective buyers/ acquirers of construction, units, flats and other saleable and constructed areas and rights on the other hand. The Owner will not be responsible in any way whatsoever to such prospective purchasers either in respect of any agreement which may be entered into by the Developer with any prospective purchasers or parties or for any payment which the Developer may receive from such nominee or assignee and/or prospective purchaser or party under any agreement or otherwise which may be entered into between the Developer and such purchaser.

14.10 It is expressly agreed that in case any of the purchaser of units, flats and other saleable and constructed areas and rights in and upon the Said Property or any part thereof commits any default or breach of their respective agreement then in such event the Developer shall be at liberty to deal with the said situation and shall be entitled to

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

terminate such agreement and to deal with such units, flats and other saleable and constructed areas and rights of such defaulting purchaser or party in such manner as the Developer may deem fit and proper.

14.11 The Owner will not create any encumbrance or charge or third party right/interest or impediment of any nature whatsoever or enter into any agreement which shall have the effect of causing impediment for the development of the Said Premises. The Owner will not enter into any agreement or contract for sale, lease, mortgage, charge or otherwise in respect of the Said Property at any time during the continuation of this Development Agreement.

15. Each of the parties hereto shall do and execute all further acts, deeds, writings, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.

16. The incidence of VAT or Service Tax or GST or other levy or tax, if and as applicable, will be the obligation of the Purchaser/Lessees/ Transferees of units, flats and other saleable and constructed areas and rights at the said Premises. In any event the Owner will not have any responsibility for the same save for the Owner Allocation, if applicable.

17. It is expressly agreed between the parties hereto that -

(a) All matters relating to the selection, appointment dismissals of contractors labourers engineers architectures and procurements of building materials shall be handled only by the Developer alone keeping the Owner indemnified. The Owner will not have any responsibility in that behalf to the contractors labourers and other persons employed by the Developer and the suppliers of building materials as aforesaid, and the privities shall remains confined only between the said persons employed and the Developer only. The Developer shall be solely responsible for salaries pension remuneration and other amounts to be paid to them and for observance and compliance of all applicable provisions of law in connection with the employment of the said labourers and contractors and others.

(b) The day to day operation and management of the development and construction of work shall be under the control of the Developer without any interference of the Owner.

SEAL OF THE ADDL REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG

(c) The Developer shall be entitled to assign or transfer part of its rights benefits and obligations under this agreement to any third party.

18. The Owner doth hereby also empower and authorize the Developer to do all other acts deeds and things that shall be required to be done for the purpose of smooth and hassle-free development of the Said Property and construction of building/buildings, even though such acts deeds or things may not have been expressly hereby granted, and the said authority of the Developer shall extend to all such matters it being expressly understood that the acts of the Developer shall not cause any monetary obligation upon the Owner.

19. ARBITRATION

19.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said Property or determination of any liability shall be referred to the arbitration of an arbitral tribunal (the "**Tribunal**"), consisting of three arbitrators one to be nominated by Owner, one by the Developer and the third one by the first two arbitrators. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Tribunal shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

19.1.1 The Tribunal shall have summary powers and will be entitled to lay down their own procedure.

19.1.2 The Tribunal will be at liberty to give interim orders and/or directions.

19.1.3 The Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.

19.1.4 The place of arbitration shall be at Kolkata and shall be conducted in English.

20. **BINDING EFFECT**

This Development Agreement and its provisions will be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns, affiliates, heirs and personal representatives.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG

21. **ENTIRE AGREEMENT**

This Development Agreement together with the schedules contains the entire agreement of the parties hereto with respect to the subject matter hereof. No other agreements or understandings shall survive on the execution and delivery of this Development Agreement by the parties. This Development Agreement shall not be amended, modified and supplemented except in writing signed by the parties hereto.

22. **SEVERABILITY**

If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein, provided, however, that the Parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible. Any such invalid, illegal, void, unenforceable or against policy provision shall be replaced by a mutually acceptable provision, which being valid, legal, enforceable and within policy comes closest to the intention of the Parties underlying the invalid, illegal, void, unenforceable or against policy provision.

23. **SPECIFIC PERFORMANCE OF OBLIGATIONS**

The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

24. **FURTHER ASSURANCES**

Each of the parties will take such action and co-operate with each other in executing and delivering any document or instrument

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV KOLKATA

- 8 AUG

reasonably necessary or convenient from time to time to give effect to the provisions of this Development Agreement, including, without limitation, any and all actions necessary or appropriate to effectuate the transfer of the Said Property and constructions to be made thereon.

25. **JURISDICTION**
The Courts having territorial jurisdiction over the Said Property and/or the Hon'ble High Court at Calcutta alone shall have the jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this Development Agreement.

26. **MODE OF SERVICE:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the address and for the attention of the person specified below:-

In case of Owner:	In case of Developer;
Sri Sujit Bose of E/7, North Nilachal, Birati, P.O. Nilachal, P.S. – Airport, District North 24 Parganas, Kolkata -700134.	Mr. Mukesh Kumar Sharma, C/o. M/s. Natural Manavsthal Private Ltd. 9A, Lord Sinha Road, Kolkata – 700 071

27. **TIME OF SERVICE**: Any such notice or other written communication shall be deemed to have been served:

28. **PERSONAL DELIVERY**: if delivered personally, at the time of delivery.

29. **REGISTERED POST**: if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider.

30. **FACSIMILE**: if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

31. **PROOF OF SERVICE**: In proving such service it shall be sufficient to prove that personal delivery was made with acknowledgment of receipts or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was

ADDITIONAL REGISTRAR
OF ASSURANCES-IV KOLKATA

28 AUG

properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and-the number of pages transmitted.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said property) The Subject matter of development

ALL THAT piece and parcel of contiguous land admeasuring an area of **4 Cottahs 02 Chittack 33 Sq.Ft**, along with constructed 1449 Sq.ft. covered area with building standing thereon comprised C.S. Dag No., R.S. Dag No. & L.R. Dag NO. 270, under C.S. & R.S. Khatian No. 160, L.R. Khatian No. 578, lying and situated at Mouza: Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station previously Dum Dum, presently Airport, District Sub Registrar previously Cossipore Dum Dum, presently Additional District Sub Registrar Bidhannagar Salt Lake City, within the ambit of North Dum Dum Municipality, District North 24 Parganas, in Ward No. 33, Municipal Holding No. 269(308), Nilachal under North Dum Dum Municipality, Kolkata - 700134. Together With all casementary rights, common facilities, amenities, free egress and ingress as attached therewith. The Said Property is butted and bounded by –

IN THE NORTH	:	Natural City Apartment
IN THE SOUTH	:	Mr. Ghosal & Others Land
IN THE EAST	:	Pomila Sarkar, Land and 8'ft. common passage.
IN THE WEST	:	Sri Sujit Bose Land and home.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(OWNER'S ALLOCATION)

ALL THAT 32% of the total F.A.R. sanctioned by the North Dum Dum Municipality with 32% of the Car Parking Space together with 32% of the proportionate share of land together with proportionate share in the common area amenities and facilities in the Said Property more fully and particularly described in the First Schedule hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DEVELOPER'S ALLOCATION)

ALL THAT the balance 68% of the total FAR/constructed area including 68% of the Car Parking Space and proportionate 68% share in the land together with proportionate share in the common area facilities and amenities in the Said Property morefully and particularly herein above written in these presents.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications of Construction)

(Fittings and fixtures to be provided in the Unit)

(I) **FOUNDATION & STRUCTURE:** The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.

(II) **DOORS:** Sal wood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.

(III) **WINDOWS:** All windows will be standard section 1.5 mm, Powder coated Aluminum /UPVC window with glass insert in each shutter fitted with matching fittings.

(IV) **FLOORING:** The flooring of the entire flats will be finished in vitrified tiles of approved make.

(V) **TOILETS:**

(a) Designer ceramic tiles on the walls up-to door height.
(b) Water closets - European type commode with low level cistern.
(c) Standard hand basin.
(d) Sunk bathing tray.
(e) All the piping shall be in the concealed system.
(f) Hot and cold water line with provision for installation of geysers.
(g) Sleek C.P. fittings.
(h) Glass mirror and Shelf, nickled soap tray and towel rail
(i) Anti Skid Vitrified tiles on floor.

(VI) **KITCHEN:**

(a) Granite top cooking platform with one stainless steel sink with proper Tap fittings.
(b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.
(c) Separate CP fittings for Drinking water connection.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

(VII) DECORATION WORK: Inside wall will be finished with plaster of Paris punning and exterior surface of wall will be finished with combination of textures paint/glazing as per architectural drawings.

(VIII) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:

(a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.

(b) Air-conditioning plug point in all bedrooms.

(c) Geyser point in all toilets.

(d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.

(e) Proper provision of Electrical Switches and Boards for Fridge/ Microwave and /or other Kitchen appliances.

(f) Electric call bell at main entrance door.

(g) Telephone point in living room and all bedrooms.

(h) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.

(i) Connection of Intercom/EPAX in the building to each individual flat.

(j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of l(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

THE FIFTH SCHEDULE ABOVE REFFERED TO:

TITLE OF: The Owner in respect of the subject Premises, in Ward No. 33, Municipal Holding No. 269(308), North Nilachal under North Dum Dum Municipality, Birati, Kolkata -700051 as follows :-

A. By way of registered Deed of conveyance dated 14.02.1952, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 9, Pages at 152 to 153, being Deed No. **659,** one Azizar Rahaman Gazi became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali land admeasuring an area of **71 Decimal**, comprised in C.S and **R.S. Dag No. 271** and **ALL THAT** piece and parcel of Danga land admeasuring an area of **16** Decimal, comprised in C.S. and R.S. Dag No. **307, totaling 87 Decimal** of land, recorded under Khatian No. **408,** lying and situated at Mouza Bisharpara , J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 20

Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

B. Subsequently by virtue of Nirupan Patra, dated 10.09.1954, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 66, Pages 264 to 267, being Deed No. **5083**, the aforesaid Azizar Rahaman Gazi became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali land admeasuring an area of **56 Decimal**, **comprised in C.S and R.S Dag No. 270** recorded under Khatian No. **160,** lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

C. Thus the said Azizar Rahaman Gazi became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of **1 Acre 43** Decimal, comprised in C.S and R.S Dag No. **271, 307, 270,** recorded under Khatian No. **408, 160,** lying and situated at Mouza Bisharpara J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

D. Subsequently the said Azizar Rahaman Gazi by way of registered Deed of Conveyance dated 23.09.1959, registered in the office of Sub Registrar Cossipore Dum Dum, recorded under Book No. I, Volume No. 93, Pages 232 to 235, being Deed No. **6983** for the year 1959, sold, transferred and conveyed **ALL THAT** piece and parcel of Sali land admeasuring an area of 71 Decimal, comprised in C.S and R.S Dag No. 271 and **ALL THAT** piece and parcel of Danga land admeasuring an area of 16 Decimal, comprised in C.S. and R.S. Dag No. 307, totaling **87 Decimal** of land, recorded under Khatian No. 408, and **ALL THAT** piece and parcel of Sali land admeasuring an area of 56 Decimal, comprised in C.S and R.S Dag No. 270 recorded under Khatian No. 160, aggregating and totaling **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal i.e. 4 Bigha 6 Cottahs 8 Chittacks 11 Sq.ft., comprised in C.S and R.S Dag No. 271, 307, 270, recorded under Khatian No. 408, 160, lying and situated at Mouza Bisharpara J.L. No. 5, Re : Sa No.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas, unto and in favour of one **Atal Behari Bose** admeasuring an area of 3 Bighas 4 Cottahs 14 Chittacks 8 Sq.ft. of land and **Jitendra Nath Bose** admeasuring an area of 1 Bigha 1 Cottah 10 Chittacks 3 Sq.ft. of land.

E. The said Atal Behari Bose executed his Last Will and Testament over and in respect of the aforesaid properties on 29.04.1980 and the said Atal Behari Bose died on 20.09.1980, leaving and/or survived by his sons namely **Bhupesh Chandra Bose**, **Manik Chandra Bose**, **Malay Kumar Bose** and **Arabinda Bose** as his only legal heirs and successors. After demise of Atal Behari Bose, application for granting probate was filed before The Ld. District Judge, Dibrugarh, vide **Case No. 148 of 1982**. Accordingly Probate was granted and the said Bhupesh Chandra Bose, Manik Chandra Bose, Maloy Kumar Bose and Arabinda Bose by virtue of the Probate granted on 19.11.1983, became the absolute joint Owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of **3 Bigha 4 Cottah 14 Chittack 8 Sq.Ft**, out of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal, comprised in C.S and R.S Dag No. 271, 307, 270, recorded under Khatian No. 408, 160), and **ALL THAT** piece and parcel of Sali land admeasuring an area of **64 Decimal**, comprised in C.S and R.S. Dag No. 269, recorded under C.S. Khatian No. 58, and All That piece and parcel of Sali land admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. 268, recorded under Khatian no. 398, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

F. The said Bhupesh Chandra Bose subsequently died intestate on 26.05.1984 leaving behind and/or survived by his wife Sabita Rani Bose, his three sons namely Dipak Bose, Gautam Bose, Asit Bose and one daughter Supriya Sarkar as his legal heirs and/or successors.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2002

G. Subsequently by virtue of the Deed of Partition dated 2nd March, 2010, registered in the office of the Additional District Sub Registrar Bidhannagar, recorded in Book No. I, CD Volume No. 4, Pages 997 to 1015, being Deed No. **02048**, for the year 2010, made between Sabita Bose, Dipak Bose, GautamBose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose as Owner of the First Part and Jitendra Nath Bose as Owner of the Second Part, the said Sabita Rani Bose, Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose becames the absolute Owner, well seized and possessed of and sufficiently entitled to, demarcated by metes and bounds **ALL THAT** piece and parcel of land admeasuring an area of **3 Bigha 2 Cottah 9 Chittack 9 Sq.Ft**, (equivalent to 103.41 Decimal), out of **ALL THAT** piece and parcel of Sali and Danga land admeasuring an area of 1 Acre 43 Decimal, comprised in C.S and R.S Dag No. 271, 307, 270, recorded under CS Khatian No. 408, (corresponding to RS Khatian No. 271),160, lying and situated at Mouza- Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas. It is pertinent to mention herein that by virtue of the aforesaid same Deed of Partition the said Sabita Rani Bose, Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose became owners of **ALL THAT** piece and parcel of land admeasuring an area of **9 Cottah 15 Chittack 2 Sq. Ft** (equivalent to 16.43 Decimal), comprised in C.S. and R.S. Dag Number 270, **ALL THAT** piece and parcel of land admeasuring an area of **2 Bigha 2 Cottah 15 Chittack 12.5 Sq. Ft** (equivalent to 70.99 Decimal), comprised in C.S. and R.S. Dag Number 271, along with **ALL THAT** piece and parcel of land admeasuring an area of **9 Cottah 10 Chittack 39.5 Sq. Ft** (equivalent to 15.99 Decimal), comprised in C.S. and R.S. Dag Number 307, which aggregates in total **ALL THAT** piece and parcel of contiguous land admeasuring an area of **3 Bigha 2 Cottah 9 Chittack 9 Sq.Ft.** (equivalent to 109.41 Decimal), By virtue of the same aforesaid Deed of Partition as mentioned above, the said Jitendra Nath Bose became the absolute owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of 1 Bigha 14 Chittack 10 Sq. Ft, out of 1 Acre 43 Decimal of land, comprised in C.S and R.S. Dag No. 270, recorded under Khatian No. 408, 160, lying and situated at Mouza-

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

- 8 AUG 2022

Bisharpara, J.L. No. 5, Re : Sa No. 89 and 111, Touzi No. 172, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24-Parganas. It is further pertinent to mention herein that out of 1 Acre 43 Decimal, land ad-measuring 3 Cottah 1 Chittack was proportionately and respectively absorbed in the usage of Common Passage and pathways in and around the land of the aforesaid Owners. Hence a part admeasuring 103.41 Decimal (equivalent to 3 Bigha 2 **Cottah 9 Chittack 9 Sq. Ft**) out of the entire 143 decimal is 1 acre 43 Decimal was shared, distributed, consumed by Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manik Chandra Bose, Malay Kumar Bose and Arabinda Bose and another part ad-measuring 1 Bigha 14 Chittack 10 Sq. Ft (equivalent to 34.55 Decimal) was consumed by Jatindra Nath Bose and the remaining 3 Cottah 1 Chittak (equivalent to 5.06 Decimal)got consumed and utilized in passage and pathways.

H. The said Jetendra Nath Bose died intestate on 08.08.2010 leaving behind and/or survived by his wife Smt. Amita Bose and three sons namely Subhas Chandra Bose, Asish Bose and Sujit Bose and three married daughters namely Monika Roy, wife of Sri Krishna Dhar Roy, Konika Guho, wife of Sri Subhash Guho and Dipeeka Sarkar, wife of Late Shombhu Sarkar as his legal heirs and successors.

I. The said Asish Bose died intestate on 27.03.2019, leaving behind and survived by her wife Smt. Arati Bosu and one married daughter namely Smt. Atreyee Basu, wife of Sri Souman Dey and his share got developed upon her legal heirs and successors.

J. The said Manika Roy, wife of Sri Krishna Dhar Roy, daughter of Late Jitendra Nath Bose died intestate on 12.11.2020 leaving behind her husband namely Sri Krishna Dhar Roy and one son namely Sri Kunaljeet Roy as her legal heirs and successors.

K. After demise of said Jitendra Nath Basu, son of Late Amrita Lal Basu at present following persons are the legal heirs and successors in respect of this property.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
सत्यमेव जयते
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 20

Sl. No.	Name of Legal Heir	Relation with the deceased
1.	Smt. Amita Bose	Wife
2.	Sri Subhash Chandra Bose	Son
3.	Sri Sujit Bose	Son
4.	Smt. Kanika Guha	Married Daughter
5.	Smt. Dipika Sarkar	Married Daughter
6.	Smt. Arati Basu	Daughter-in-law
7.	Smt. Atreyee Basu	Grand daughter
8.	Sri Krishna Dhar	Son-in-law
9.	Sri Kunaljet Roy	Grand son

L. By a Deed of Gift dated 27.06.2022 made by and between Smt. Amita Bose and Others therein collectively referred to as the Donors of the One Part and Sri Sujit Bose, therein referred to as the Donee of the Other Part and registered in the Office of the District Sub-Registrar II, Barasat, North 24 Paraganas, in Book No. I, Volume No. 1502-2022, Pages 103164 to 103197, being No. 150203340 for the year 2022. Donors are well seized and possessed of the sufficiently entitled to All That piece and parcel of land measuring about 4 Cottahs 02 Chittacks 33 Sq.ft. together with 1449 Sq.ft. concrete construction area situated at Mouza - Bisharpara, J.L. No. 5, Resa No. 89, Touzi No. 172, comprised in C.S. & R.S. and L.R. Dag No. 270 under L.R. Khatian No. 578, Police Station – Airport, District – North 24 Parganas, in Ward No. 33, Holding No. 269 (308) North Nilachal, under North Dum Dum Municipality, Birati, Kolkata – 700 051.

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG

IN WITNESS WHEREOF the parties have set and subscribe their respective hands, seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the **OWNER** at Kolkata in the presence of:

WITNESS:

1 Partha Nandy
10, K.S. Roy Road
Kolkata-700001

2. Ashok Das.
10. K.S. Roy Road.
Kolkata-700001

SIGNATURE OF THE OWNER

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:

WITNESS:

1. Partha Nandy

2. Ashok Das.

SIGNATURE OF THE DEVELOPER

For NATURAL MANAVSTHAL (P) LTD.

Director

Drafted [redacted] by me

Awani Kumar Roy
Advocate
WB/1927/1978
High Court
Calcutta

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 2022

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

GRN Details

GRN:	192022230092727591	**Payment Mode:**	Online Payment
GRN Date:	06/08/2022 13:27:37	**Bank/Gateway:**	HDFC Bank
BRN :	1864681771	**BRN Date:**	06/08/2022 13:28:38
Payment Status:	Successful	**Payment Ref. No:**	2002323315/1/2022 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	NATURAL MANAVSTHAL PVT LTD
Address:	9A, LORD SINHA ROAD KOLKATA-700071
Mobile:	9830922722
EMail:	mksharma_06@yahoo.co.in
Depositor Status:	Buyer/Claimants
Query No:	2002323315
Applicant's Name:	Mr PARTHA NANDY
Identification No:	2002323315/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002323315/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	7071
2	2002323315/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	1028
			Total	**8099**

IN WORDS: EIGHT THOUSAND NINETY NINE ONLY.

SPECIMEN FORM FOR TEN FINGERPRINTS

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SEAL OF THE ADDL REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

8 AUG 2022

Major Information of the Deed

Deed No :	**I-1904-12609/2022**	**Date of Registration**	**08/08/2022**
Query No / Year	**1904-2002323315/2022**	**Office where deed is registered**	
Query Date	**30/07/2022 12:13:49 PM**	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PARTHA NANDY 10, K S ROY ROAD,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003298463, Status :Deed Writer		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]	
Set Forth value		Market Value	
		Rs. 38,34,361/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,171/- (Article:48(g))		Rs. 1,112/- (Article:E, E, E,)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: North Nilachal, Mouza: Bisharpara, , Holding No:269 Jl No: 5, Pin Code : 700134

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-270 (RS :-)	LR-578	Bastu	Bastu	4 Katha 2 Chatak 33 Sq Ft		30,02,997/-	Property is on Road
	Grand Total :				**6.8819Dec**	**0 /-**	**30,02,997 /-**	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1449 Sq Ft.	0/-	8,31,364/-	Structure Type: Structure
	Gr. Floor, Area of floor : 1449 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	**1449 sq ft**	**0 /-**	**8,31,364 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr SUJIT BOSE Son of Late JITENDRA NATH BASU Executed by: Self, Date of Execution: 08/08/2022 , Admitted by: Self, Date of Admission: 08/08/2022 ,Place : Office	 08/08/2022	 LTI 08/08/2022	08/08/2022
	E/7, NORTH NILACHAL, BIRATI, City:- North Dum Dum, P.O:- NILACHAL, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700134 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AExxxxxx8B, Aadhaar No: 63xxxxxxxx7005, Status :Individual, Executed by: Self, Date of Execution: 08/08/2022 , Admitted by: Self, Date of Admission: 08/08/2022 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**NATURAL MANAVSTHAL PRIVATE LIMITED** 9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxxx9H,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 MUKESH KUMAR SHARMA (Presentant) Son of Mr MAHESH KUMAR SHARMA Date of Execution - 08/08/2022, , Admitted by: Self, Date of Admission: 08/08/2022, Place of Admission of Execution: Office	 Aug 8 2022 2:57PM	 LTI 08/08/2022	08/08/2022
	9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx5Q, Aadhaar No: 39xxxxxxxx8937 Status : Representative, Representative of : NATURAL MANAVSTHAL PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA NANDY Son of Late ARUN KUMAR NANDY 210, BAKSARA VILLAGE ROAD, City:- Howrah, P.O:- BAKSARA, P.S:- Santragachi, District:-Howrah, West Bengal, India, PIN:- 711110			Partha Nandy
	08/08/2022	08/08/2022	08/08/2022
Identifier Of Mr MUKESH KUMAR SHARMA, Mr SUJIT BOSE			

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr SUJIT BOSE	NATURAL MANAVSTHAL PRIVATE LIMITED-6.88188 Dec
Transfer of property for S1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Mr SUJIT BOSE	NATURAL MANAVSTHAL PRIVATE LIMITED-1449.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: North Nilachal, Mouza: Bisharpara, , Holding No:269 Jl No: 5, Pin Code : 700134

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 270, LR Khatian No:- 578		Seller is not the recorded Owner as per Applicant.

On 08-08-2022

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

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

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

Presented for registration at 12:58 hrs on 08-08-2022, at the Office of the A.R.A. - IV KOLKATA by Mr MUKESH KUMAR SHARMA ,.

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 38,34,361/-

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

Execution is admitted on 08/08/2022 by Mr SUJIT BOSE, Son of Late JITENDRA NATH BASU, E/7, NORTH NILACHAL, BIRATI, P.O: NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others

Indetified by Mr PARTHA NANDY, , , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

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

Execution is admitted on 08-08-2022 by Mr MUKESH KUMAR SHARMA, DIRECTOR, NATURAL MANAVSTHAL PRIVATE LIMITED (Private Limited Company), 9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr PARTHA NANDY, , , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,112/- (B = Rs 1,000/- ,E = Rs 28/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 1,028/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/08/2022 1:28PM with Govt. Ref. No: 192022230092727591 on 06-08-2022, Amount Rs: 1,028/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1864681771 on 06-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 7,071/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 389, Amount: Rs.100/-, Date of Purchase: 01/04/2022, Vendor name: S Mukherjee
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/08/2022 1:28PM with Govt. Ref. No: 192022230092727591 on 06-08-2022, Amount Rs: 7,071/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1864681771 on 06-08-2022, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 820087 to 820134

being No 190412609 for the year 2022.

Seal of the Additional Registrar of Assurances-IV, Kolkata

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2022.08.12 20:43:09 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/08/12 08:43:09 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.

(This document is digitally signed.)