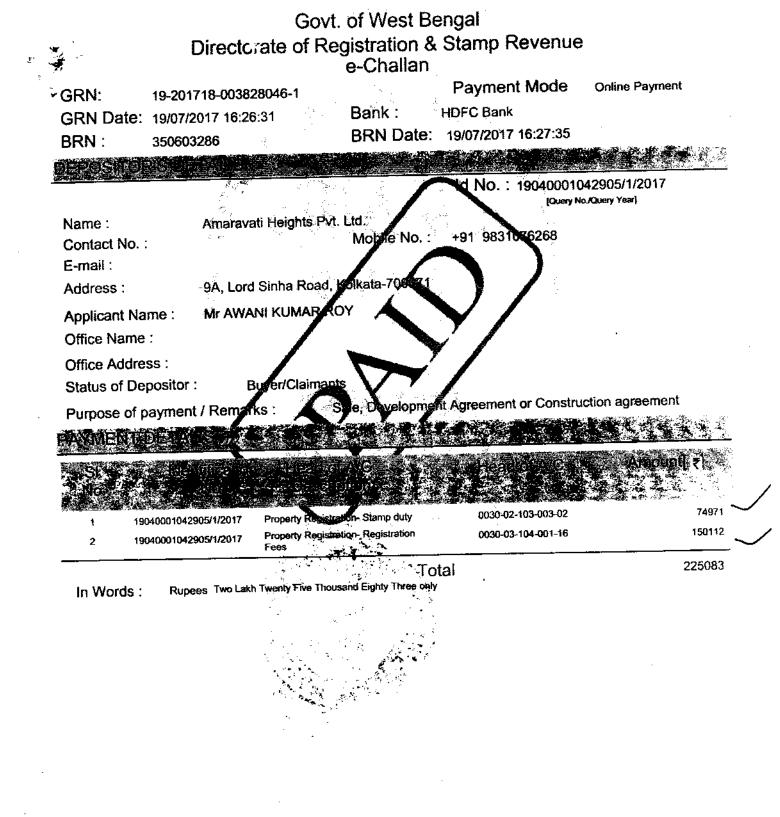
100 all 7382 20 7 य गेर न्यायिक एक सौ रुपये **Rs.** 100 ONE **5.10** UNDRED RUPEES INDIANON JUDICIAL প্রশিচমন্নগুগ पश्चिम बंगाल WEST BENGAL Bouston is admitted on Y 365108 Short and Ut. 2 05/19 pl and to 20 JUL 2017 101-312 Additions theister DEVELOPMENT AGREEMENT THIS DEVELOPMENT AGREEMENT made and executed at Kolkata on this 3" day of July 2017 two thousand Seventeen BY AND BETWEEN 1. Malay 1. Malay Manik Chandra Boxe 2. Jalay Kumar Boxe 3. Avabinda Bose 4. Di Pak Bose 5. Enertem Bose 6. Asil Base 7. Suprih Sar/ray. For NATURAL MANAVSTHAL (P) LTO H. K. -= hanna Director



(1) SRI MANIK CHANDRA BOSE (AEPPB4813B) son of Late Atal Bihari Bose, by faith Hindu, by occupation retired person residing at Premises no. E/8, North Nilachal, P.O.- Nilachal, Kolkata - 700134, (2) SRI MALAY KUMAR BOSE (ACIPB8602P), son of Late Atal Bihari Bose, by faith Hindu, by occupation Business residing at Premises No. E/8, North Nilachal, P.O. Nilachal, P.S. Airport, Kolkata -700134, West Bengal, (3) SRI ARABINDA BOSE (ACAPB0246R), son of Late Atal Bihari Bose, by faith Hindu, by occupation Business residing at Premises No. 150/2, Kabi Nabin Sen Road, P.S. Dum Dum, P.O.-Nagerbazar, Kolkata - 700028, West Bengal, (4) SRI DIPAK BOSE (AOBPB6938D), son of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Service, residing at Premises No. E/8, North Nilachal, P.O.- Nilachal, P.S. Airport, Kolkata - 700134, West Bengal, (5) SRI GOUTAM BOSE (AIRPB2758B) son of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Business, residing at Premises No. E/8, North Nilachal, P.O. Nilachal, P.S. Airport, Kolkata-700134, West Bengal, (6) SRI ASIT BOSE (BULPB5153P) son of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Service, residing at Premises No. E/8, North Nilachal, P.O. Nilachal, P.S. Airport, Kolkata-700134, West Bengal and (8) SMT. SUPRIYA SARKAR (BOSE) (ELEPS5811L), wife of Sri Ajay Sarkar, daughter of Late Bhupesh Chandra Bose, by faith Hindu, by occupation Housewife, residing at Sadar Bazar, Barrackpore, P.S. Barrackpore, P.O. Barrackpore, District 24-Parganas (North), West Bengal, hereinafter jointly and collectively called, referred to and identified as the OWNERS (which term and/or expression shall, unless excluded by or repugnant to the subject or context, include their respective 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, 2003 and having its

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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 Directors, Office bearers, 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 **MAHESH KUMAR SHARMA (PAN ALBPS2444Q)**, son of Late S.N. 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 12th June, 2017.

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

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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 premises and also the undivided proportionate share in the

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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 :
 - i. Fire, Flood, Earthquake, storm, lightning causing damage to the New Building or such other unforeseen natural calamities;
 - 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, panchayet 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

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said Property;

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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 several R.S. Dag numbers in several R.S. Khatian numbers as mentioned hereinafter, 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 Owners allocation as per discretion of the respective Owners in terms of clauses and sub-clauses.
- (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 superior than whatever

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is 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 Owners, 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

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the above.

- "Built-up Area" in respect of any unit shall mean the plinth (T) 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.
- "Completion of Building" shall mean, imply and include not (U) 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.

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

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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 said Owners herein, jointly collectively and proportionately are the owners of All That the piece and parcel of land ad-measuring 205.41 Decimal land out of which a demarcated land admeasuring 189.41 Decimal more or less which is more-fully and particularly described in the FIRST SCHEDULE hereunder written and the same is hereinafter referred to as the "Said Premises/Property" is being developed being the subject matter of these presents. The short description of the Title of the Owners are mentioned in the FIFTH SCHEDULE hereinafter written. The said premises as mentioned in the First Schedule is the subject matter of Development.
- B. The Parties being desirous of developing the said Premises approached each other and the Parties, relying on, each others, 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

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at the said Premises 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 OWNERS

- A.1.1 The Owners confirm, declare, represents and warrant that they absolutely own the said Premises and each and every part thereof, are in khas possession, control and enjoyment thereof without any dispute and free from all type of encumbrances and are entitled to develop the same and make construction of building/ buildings and that Owners are not suffering from any inability or infirmity of any nature whatever.
- A.1.2 The name of the predecessor-in-title of the Owners is recorded as the owners/raiyat in respect of the said Premises and that there is no difficulty in the Owners getting their names recorded / substituted as such owners/raiyats.
- A.1.3 The Owners are 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 Owners from entering into and executing this Development Agreement and other Deed(s) and Power(s) of Attorney in respect of the said Premises in favour of the Developer.
- A.1.4 The Owners' title to the said Premises is clear and marketable and free from all charges, mortgages, encumbrances, claims or demands of whatsoever nature.

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- The Owners confirm and state as on date there is no existence A.1.5 of any Agreement for Sale or Development or any other agreement in respect of the said Premises with any other person or party.
- 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 Premises or any part thereof and the Owners are entitled to develop and/or cause to be developed the same.
- There are no statutory claims, demands, attachments, or A.1.7 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.
- That no litigation or suit or proceeding is pending in any A.1.8 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 Owners shall not do or cause to be done any act, deed, matter or thing whereby or by means whereof the title to the said Premises 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 Owners shall bear and pay up to the date of handing over physical possession of these presents all taxes and outgoings

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A.1.12 Subject to the terms hereof, the Developer shall or may at all times after delivery of possession of the said Premises by the Owners 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 Owners or any person or persons claiming under it.

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 owners and owner's documents of Title and Ownership of the Owners herein over the **SAID PROPERTY**
- **B.1.3.** That the Developer has done complete physical and map wise survey and also checked the physical ad-measurement and also the co-ordinates of the Said Property and after being satisfied with all above, executes these Presents.

B.1.4. That the Developer has the requisite financial, as well as

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- **B.1.5.** That the Developer declares that they have any criminal proceeding pending against them or has been in any way related to or is a part of any illegal or immoral activity.
- 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 Owners do and each one of them doth hereby exclusively grant to the Developer and the Developer hereby acquires and accepts from the Owners, the exclusive right of the developer to develop and exploit commercially the said premises 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 Premises 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 all other statutory approvals and permissions obtained or that may be obtained in respect of the said Premises 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 owners allocated area.

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- 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 Owners shall be bound to and agrees to convey the same.
- e) The Owners' 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 Owners.
- 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 Owners' Allocation and deposit of Security Deposit subject to compliance of all obligations of the Owners as herein stated.

3. OWNER'S AND DEVELOPER'S ALLOCATION

3.1 Owners' Allocation / Consideration:

3.1.1 In consideration of the Owners granting exclusive development rights to the Developer and to appropriate all sale proceeds and

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other amounts arising there from, the Developer has agreed to provide to the Owners and the Owners shall 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.

3.2 **Developer's Allocation:**

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3.2.1 Save and except the Owners' 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 Premises 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 Owners.

CONDITIONS PRECEDENT TO DEVELOPMENT 4.

- It shall be the Owners obligation to comply with the following 4.1 obligations to make the said Premises 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 premises shall always remain free from all type of encumbrances charges, liens and lispendences
 - c) To ensure vacant and peaceful possession to deliver and

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remain with the Developer and the Owner jointly for the purpose of construction 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 premises 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

- The Developer shall develop, construct and complete building or a. buildings entirely and solely at its own costs and expenses. The Developer undertakes to obtain completion certificate in respect of the said premises within one year from completion of the building complex.
 - in accordance with plans and with amendments, alterations i) and additions, if any, as be prepared by the Developer and sanctioned by the appropriate authority from time to time; and
 - in compliance with the rules and regulations, bye-laws and ii) 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 Premises in accordance with the plans to be sanctioned.

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- 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 Premises as per the building plans to be sanctioned by the appropriate authority within one year from this day 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. In default the Developer and owners will mutually will decide the damages for such delay.
- Subject to Force Majeure and other inevitable causes beyond d. the control of the Developer and subject to the Owners not being in default in compliance of their 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 Owners as mutually agreed on and from the date of completion of 4 years 6 months till the

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date of receiving the 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, then in such case the owners adjust such damages from the security deposit.

- The delivery of the Owners' Allocation shall be by way of 15 days e. notice, in writing, to be sent by the Developer to the Owners upon construction and completion and the Units comprised in the Owners' 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 Owners shall be deemed to have taken possession of the Owners' Allocations on expiry of such notice period of 15 days.
- f. The Developer shall be entitled to construct boundary walls or fencing to secure the said Premises or any part thereof as and when deemed fit and proper by the Developer.
- All constructions to be made on the said Premises shall be at g. 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 Premises shall remain at the sole risk and responsibility of the Developer and/or its agents, representatives and contractors hence the Developer indemnifies the Owners in all respect of the above.
- The Developer shall ensure that the standard of construction, h. 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.

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- The Developer shall not suspend, discontinue or abandon the development of the said Premises 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 owners.
- For the purpose of construction and development at the said j. Premises, the Developer shall be entitled to appoint, engage and Sub-contractors, Contractors, Architect. employ such 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 Owners shall 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 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

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executed by and between the Developer and the prospective Transferees/ Purchasers and/ or Transferees/ Purchasers of the Developer's Allocation (keeping the Owners 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 Owners 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 Owners and the project on the premises.

- Legible, Copies of Memorandum of Understanding, Paper work, 1. communication caused, Tax receipts, sanction plan, owner's share, permissions, NOC, and important permission shall be sent to Mr. Manik Chand Bose or such authorized persons whose name will be intimated to be Developer in writing on behalf of the Owners within 15 days of receipt of the same.
- The Developer shall indemnify the Vendor for any loss or m. damages cost and charges suffered by the Vendor after this day only due to any act or deal by the Developer relating to the Schedule Property.

POWER OF SUPPLEMENTAL DOCUMENTS, EXECUTION OF ATTORNEYS AND FURTHER ACTS

- Simultaneously with the execution of this Development 6.1 Agreement, the Owners shall execute the following documents.
- A Power of Attorney in favour of the Developer and/or its 6.1.1

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

- 6.1.2 Simultaneously with the execution of these presents the owners herein are executing and registrating two sets of power of attorney 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 Owners 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 Owners. Further, various applications and other documents may be reasonably required to be signed or made by the Owners relating to which

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specific provisions may not have been made herein. Owners hereby undertake 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 Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

7. BASIC UNDERSTANDING

- The Parties herein do agree that in addition to making of 7.1 payment of entire security deposit, the drawing and sanctioning of plan, procurement of all 'NOC's and permissions from all for construction thereafter making, Statutory Bodies, and entire construction of building(s) (consisting of Owners 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.
- 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 owners herein (having intra owners mechanism and understanding) at their respective individual and/ or collective discretion and choice shall cause sale of their

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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 parties.
 - 7.4 In case of contractual compliance of these presents from the part of the Developer, the Owners 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 Owners a sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lacs) only as refundable Deposit without interest (hereinafter called "the **Deposit Amount**"). Such Security Deposit will be made as follows:-

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- (i) A sum of Rs. 1,00,00,000/- (Rupees One Crore only) on signing of this Agreement and register of Power.
- (ii) A sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) on receiving vacant possession or after one month from the date of sanction of building plan whichever is later.

In default of any installment the Developer is liable to pay interest @ 12% for the period of default. However if default continues for 10 months then the owners shall be at liberty to terminate this agreement upon refund of security deposit without interest.

(9) **OWNERS OBLIGATIONS**

- (A) The Owners do hereby and each one of them doth 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 Premises 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.
- (B) Each and every representation made by the Owners in this Agreement are all true and correct and the Owners agree and covenant 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

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amount to breach and default of the terms and conditions of this agreement by the Owners.

- (C) The responsibility of making out good and marketable title to the said property in the said Premises or partitioned portion of the said property allotted to the Owners, as applicable, free from all encumbrances and liabilities shall always be that of the Owners and the Owners 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 Owners shall 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.
- The Owners shall remain liable to rectify and clear defects (D) deficiencies encumbrances, if any, in the title at their own costs within 90 days of such claim till the completion of the Project. The Owners hereby covenant 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 owners shall jointly and severally liable to compensate the Developer within 30 days of such claim.
- (E) The Owners shall 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 Premises and in case there be any outstanding till

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the date of execution of these presents, and delivery of possession the same shall be paid and borne by the Owners. The Developer shall be solely responsible and liable for payment of all such dues on and after the date of possession.

- (F) The Owners after execution of these present hand 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 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 Owners shall 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 Premises 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 Owners agree 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 Premises and construction and completion of

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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 Owners shall 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 owners 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 owners and Developer shall demarcate their respective allocation provisionally.
- (J) The Owners shall, 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 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.

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RIGHTS OF THE DEVELOPER 10.

- (a) simultaneously with the execution hereof, the Owners 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 owners herein) leveling, water storage facilities, water mains, sewages, septic tank storm water drains, recreation garden,

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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;

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Governmental Authority; 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 the 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-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 Lease Hold Right, 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 Owners, 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 Owners 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 Owners to the Authorities concerned for grant of subsidies and/or benefits as will be available on

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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 Premises as may be agreed upon subject however to the terms hereof. The Developer shall be entitled to join the Owners in all agreements / transfers / leases etc. and sign the same as constituted attorney of the Owners 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 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

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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 Owners' Allocation is delivered to Owners and the Developer receives refund of security deposit from the owners.
- (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 owners harmless in case of any dispute, claim, litigation, proceedings initiated, caused by any stranger party and/or the prospective Autore Alay Kumar De PorNATURAL MANAVSTHAL (PILTD Atsabinda Base. M. K. Shrama Suprila Sartkar

- (k) The Owners shall 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.
- (1) The incidence of VAT or Service Tax or GST (upon being implemented) 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 constructed areas and rights at the said Premises. In any event the Owners shall not have any responsibility for the same save for the Owners 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, outpocket 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") and similarly in respect of the Owner's allocations shall be prepared by

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Biswarup Das Gupta, Advocate, of 6 Old Post Office Street, Kolkata- 700001. The same 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 Owners of all the constructed spaces of the New Buildings.

- (o) On and after handing over of Owner's allocation to the owners it is agreed that for convenience, administrative or otherwise, the Developer along with the Owners shall do the following:
 - for the Body/Bodies Association/Corporate Form (i) management, maintenance and otherwise control and regulation of the affairs of each or one or more building /buildings constructed on the said Premises 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 Premises or to form such ultimate body for two or more of the buildings constructed on the said Premises as the Developer may in its absolute discretion thinks fit and proper.
 - (iii) To do all other acts, deeds, matters and things for the purpose of developing the said Premises and constructing building /buildings according to the intentions stated in this Development Agreement discretion deem fit.

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11. AGREEMENTS WITH INTENDING PURCHASERS

11.1 On and after handing over of Owner's allocation to the Owners the Developer shall be entitled on a principal to principal basis, and not as an agent of the Owners, to sell, convey, lease, transfer, deal with and/or dispose of the Developers allocation, as constructed on the said Premises 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 Owners also in all such agreements and conveyances and sign and execute the same on behalf of the Owners as his/their constituted attorney or agent. The Owners 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.

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

12.1 The Developer shall, at its own costs and expenses, develop the said Premises 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.

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13. **CONVEYANCES** IN FAVOUR OF PURCHASERS OF **UNITS/FLATS**

13.1 On and before proportionate handing over of Owner's allocation to the Owners as and when called upon by the Developer to do so, the Owners shall execute, deliver and lodge for registration several Indentures of Conveyance or Transfer in respect of the said Premises 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 Premises and the Developer agrees to join in such Conveyance as a Developer / Confirming Party, and for which the Owners shall in no manner be subject to any liability of whatsoever nature including the stamp duty payable on such documents. The Owners shall not be entitled to any additional consideration for executing Conveyance or Transfer.

MISCELLANEOUS 14.

- 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 Owners on the one hand and the Developer on the other hand presently for the development of the said Premises 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 Owners and the Developer will indemnify and keep indemnified the other from and against any such liability on account of

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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 Owners, this agreement as executed by the Owners shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives, members and successors of the Owners 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 Owners' Allocation is delivered to Owners and the Developer's Allocation are fully transferred by the Developer and the Owners have executed the conveyances transferring the undivided share in Developer's share in the land and constructed area in favour of the Developer.
- 14.6 Each party shall bear and pay its own Advocates or Solicitors costs and fees.

14.7 The Owners shall not be liable or called upon to pay or Malay Kumar Bose Aborbinda Bosse U.K. Shanna Diredor Diredor contribute either in the development of the Said Premises 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 Developers 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 Owners and the Owners 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 privity of contract between the Owners 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 Owners shall 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

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HIK. Shanma Director 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.

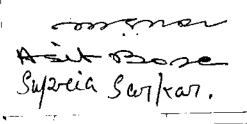
- 14.10 It is expressly agreed that in case any of the purchaser of units, flats and other saleable and constructed areas and rights in and upon the said Premises or any part thereof commits any default or breach of their respective agreement then in such event the Developer shall be at liberty to deal with the said situation and shall be entitled to 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 Owners shall 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 Owners shall not enter into any agreement or contract for sale, lease, mortgage, charge or otherwise in respect of the Said Premises 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 (upon being implemented) or other levy or tax, if and as applicable, will be the obligation of the Purchaser/Lessees/Transferees of units,

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flats and other saleable and constructed areas and rights at the said Premises. In any event the Owners shall not have any responsibility for the same **save** for the Owners 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 Owners shall 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 privity 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 Owners.
 - (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 Owners do hereby and each one of them doth hereby also empower and authorize the Developer to do all other acts deeds



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and things that shall be required to be done for the purpose of smooth and hassle-free development of the said Premises 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 Owners.

ARBITRATION 19.

- 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 Owners, 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

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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.

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

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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.

Specific Performance of Obligations 23.

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.

FURTHER ASSURANCES 24.

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

And Malay Kuman Desc Arabinda Bose M. W. Shanny Director Supria Say Kur. Gordon Bose

Mak, Shanny Director

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necessary or appropriate to effectuate the transfer of the said Premises and constructions to be made thereon.

25. JURISDICTION

The Courts having territorial jurisdiction over the said Premises 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 Owners:	In case of Developer;		
Manik Chandra Bose,	Mr. Mahesh Kumar Sharma,		
E-8 North Nilachal,	C/o. M/s. Natural Manavsthal		
P.O. – Nilachal,	Private Ltd.		
P.S. – Airport,	9A, Lord Sinha Road,		
Kolkata - 700 134	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

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the same to the postal authorities/service provider.

- FACSIMILE: if sent by facsimile transmission, at the time of 30. 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.
- **PROOF OF SERVICE**: In proving such service it shall be 31. 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 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 189.41 Decimal, (Satak) more or less in total, containing 55 Decimal comprised in R.S/L.R. Dag No. 269, 31 Decimal comprised in (R.S/L.R. Dag No. 268), 16.43 Decimal equivalent to 9 Cottah 15 Chittack 02 Sq.Ft, comprised in (R.S/L.R. Dag No. 270), 70.99 Decimal, equivalent to 2 Bigha 2 Cottah 15 Chittack 12.5 Sq. Ft, comprised in (R.S/L.R. Dag No. 271), 15.99 Decimal, equivalent to 9 Cottah 10 Chittack 39.5 Sq.Ft, comprised in R.S./L.R. Dag No. 307, recorded under C.S Khatian No. 408, 160,

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FOR MATHERAL MARIANSTHAL (P) LTD H.K. Sharma

corresponding to R.S Khatian No. 527, 160, 267 (228), C.S. Khatian No. 58, 398, L.R. Khatian Nos. 1327, 1329, 1330, 1328, (Modified), lying and situated at Mouza-Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, Police Station Dum Dum, presently Airport, District The Sub Registrar Cossipore Dum Dum, presently Additional District The Sub Registrar Bidhanagar, within the ambit of North Dum Dum Municipality, District North 24 Parganas.

IN THE NORTH	:	Dag No. 273, 272, 306 & 305			
IN THE SOUTH	:	The land of Second part in the partition Deed,			
		Common passage and dag No. 308 and 266			
IN THE EAST		Dag No 304, 308			
IN THE WEST	:	Dag No 269 and 12 feet wide common			
		passage			

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

ALL THAT 31% of the total F.A.R. sanctioned by the North Dum Dum Municipality with 31% of the Car Parking Space together with 31% of the proportionate share of land together with proportionate share in the common area amenities and facilities in the said premises more fully and particularly described in the First Schedule hereinabove written.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT the balance 69% of the total FAR/constructed area with 69% of the Car Parking Space and proportionate 69% share in the land together with proportionate share in the common area facilities and amenities in the said premises morefully and particularly herein above written in these presents.

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. Hoabind Jupa K Supria Sartan

LINK. Shanwa Director

(V) TOILETS:

(a) Designer ceramic tiles on the walls upto 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:

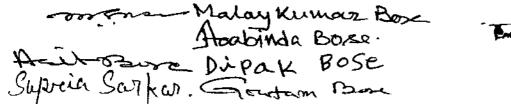
- (a) Granite top cooking platform with one stainless steel sink with proper Tap fittings.
- (b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.

(c) Separate CP fittings for Drinking water connection.

(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



Lev K, Shannag Director 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 :- Manik Chandra Bose, Malay Kumar Bose, Arabinda Bose and Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar

WHEREAS

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

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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.

- 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.

alou Kumas Bose Superia Say w Arabinda Bose. FOR NATURAL MANAVISTHAL (P) LTD K. Shanma

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- 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. 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. One Fakir Chand Gazi along with Zamirnecha Bibi, Sokorjan Bibi and Khatun Bibi were absolute seized and possessed of ALL THAT piece and parcel of Sali and Danga land admeasuring an area about 4 Acre 46 Sataks, comprised in Dag No. 269, recorded in Khatian No. 58, lying and situated at Mouza Bisharpara Gram, Touzi No. 172, District 24 Parganas.

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- F. The said Sokarjan Bibi died unmarried and was a minor after the demise of the said Sokorjan Bibi her mother Khatun Bibi became the successor-in-interest of all the properties of Sokarjan Bibi as per the provisions of Mohomedan Law.
- G. By a Deed of Conveyance dated 11.2.1952 and registered on 12.2.1952 by and between Khatun Bibi therein referred to as the Vendor of the First Part and Fakir Chand Gazi, therein referred to as the Purchaser of the Other Part and registered in the office of the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No. 8, Pages 211 to 220 being no. 657 for the year 1952, the Vendor therein duly sold and conveyed to the Purchaser therein ALL THAT the piece and parcel of share of Khatun Bibi out of ALL THAT piece and parcel of Sali and Danga land admeasuring an area about 4 Acre 46 Sataks, comprised in Dag No. 269, recorded in Khatian No. 58, lying and situated at Mouza Bisharpara Gram, Touzi No. 172, District 24 Parganas.
- H. The said Zamirnecha Bibi died intestate leaving behind her husband namely Achimuddin Mondal and only son namely Nachimuddin Mondal and two daughters namely Zarina Bibi and Sobejan Bibi, who after demise of Zamirnecha Bibi became the joint owners of the share of land as left by Zamirnecha Bibi in her lifetime.
- That the legal heirs of Zamirnecha Bibi along with Fakir Chand Gazi became the joint and absolute Owners, well seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of Sali and Danga land admeasuring an area about 4 Acre 46 Sataks, comprised in Dag No. 269, recorded in Khatian No. 58,

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lying and situated at Mouza Bisharpara Gram, Touzi No. 172, District 24 Parganas.

- J. By way of registered Deed of Conveyance dated 10th February, 1958, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 15, Pages 288 to 290, being Deed No. 988, for the year 1958, the said Fakir Chand Gazi, Jarina Bibi, Nachimuddin Mondal, Sobejan Bibi and Achhimadi Mondal sold, transferred and conveyed ALL THAT piece and parcel of Sali land admeasuring an area of 64 Decimal, out 4 Acre 46 Decimal of land comprised in C.S and R.S. Dag No. 269, recorded under C.S. Khatian No. 58, lying and situated at Mouza Bisharpara, J.L. No. 5, Re : Sa No. 89, 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 Atal Behari Bose. Hence Atal Behari Bose became the absolute owner of undivided impartible land admeasuring 3 Bigha 4 Cottah 14 Chittack 8 Sq. Ft, (Refer Para E) along with the aforesaid 64 Decimal (Refer Para F and G)
- K. One Jamat Ali Mondal along with Noor Ali Mollah were the jointabsolute recorded owners well seized and possessed of and sufficiently entitled to 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, 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.

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FOR NATURAL MANAVSTHAL (P) LTD

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- L. After demise of Noor Ali Mollah, the said Jamat Ali Mondal becomes the sole and absolute owner of 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, 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.
- M. By way of Registered Deed of Conveyance (Bengali Saaf Bikroy Kobala) dated 21.05.1958 registered at and before the Office of Sub Registrar Cossipore Dumdum, recorded in Book no.1, Volume no. 55 from pages 252 to 254, being Deed no. 3829 for the year 1958 the said Jamat Ali Mondal sold, transferred and conveyed 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, 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 Jitendra Nath Bose.
- N. The said Jitendra Nath Bose by way of registered Deed of Relinquishment dated 23rd June, 1961, registered in the office of Sub Registrar, Cossipore Dum Dum, recorded in Book No. I, Volume No. 86, Pages 57 to 58, being Deed No. 5230, for the year 1961, released, relinquished, gave up and surrendered all the right, title and interest over and in respect of All That piece and parcel of Sali land admeasuring an area of 38 decimal little more or less

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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, 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 Atal Behari Bose. Hence the aforesaid **Atal Behari Bose** became the sole and exclusive owner of land admeasuring 3 Bigha 4 Cottah 14 Chittack 8 Sq. Ft, (Refer Para E) along with 64 Decimal (Refer Para F and G) and 38 Decimal (Refer Para J and K).

O. 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, Manick Chandra Bose, Moloy Kumar Bose and Arabinda Bose by virtue of the Probate granted on 19.11.1983, became the absolute joint owners, 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

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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.

- P. 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.
- Q. 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 Owners of the First Part and Jitendra Nath Bose as Owners 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 owners, 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

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FOR NATURAL MANAVSTHAL (P) LTD

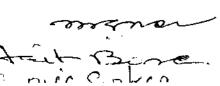
Leik, Shanma Director

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-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

Malay Kumas Bose Ababinda Bose DUPAK

PARNETIDAT SAAMANETUAT IDITT 1. K - Sharoma Director 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.

- R. The Sabita Rani Bose died intestate on 31.10.2010, leaving behind and/or survived by her sons namely Dipak Bose, Gautam Bose, Asit Bose, and one daughter namely Supriya Sarkar and her share got devolved upon her legal heirs and successors.
- S. The said Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar and Manick Chandra Bose, Malay Kumar Bose and Arabinda Bose by virtue and under refuge of the Probate of the Last Will and Testament of Atal Behari Bose became the absolute owners, well seized and possessed of and sufficiently entitled to 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 Khatian No. 408, corresponding to R.S Khatian No. 527, 160, 267 (228) North Nilachal Holding, along with 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, along with All That piece and parcel of Sali land



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EN HAT PAL MANAUSTHAL (PLUTT)

H. K. Sharma Ainerban admeasuring an area of **38 decimal** little more or less comprised in C.S. Dag no. 268, recorded under Khatian no.398, which aggregates in total more or less 205.41 Decimal, lying and situated at Mouza-Bisharpara J.L. No. 5, Re : Sa No. 89, 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.

T. Hence at present land area admeasuring 103.41 Decimal, (By Deed No. 6983/59 and Partition Deed No. 02043/2010) in addition to 64 Decimal (By Deed No. 988/1958) and 38 Decimal (By Deed No. 5230) aggregating to more or less 205.41, Decimal, comprised in R.S/L.R Dag Numbers 270, 271, 307, 269, 268, is being owned by the legal heirs of Atal Behari Bose namely Manick Chandra Bose, Malay Kumar Bose, Arabinda Bose, and legal heirs of deceased son Bhpesh Chandra Bose namely Dipak Bose, Gautam Bose, Asit Bose, Supriya Sarkar out of which 31 Decimal (in Dag No. 268), 55 Decimal (in Dag No. 269), 16.43 Decimal (in Dag No. 270), 70.99 Decimal (in Dag No. 271), 15.99 Decimal (in Dag No. 307) which aggregates in total to 189.41 Decimal, is being utilized for this Development, hence the subject matter of Development is more or less 189.41 Decimal, comprised in C.S and R.S Dag No. 270, 271, 307, 268, 269, recorded under C.S Khatian No. 408, 160, corresponding to R.S. Khatian No. 527, 160, 267 (228), C.S. Khatian No. 58, 398, L.R. 1327, 1329, 1330, 1328, (Modified), lying and situated at Mouza-Bisharpara, J.L. No. 5, Re : Sa No. 89, Touzi No. 172, North Nilachal Holding, Police Station Dum Dum, presently Airport, District Sub Registrar Cossipore Dum Dum, presently Additional District Sub Registrar Bidhanagar, within the ambit of North Dum

Malay Kuman Bose Ababinda Bese LPAIL BOSE

Hor NATURAL MANAVS PHAL (P) LTD.

Director

Dum Municipality, District North 24-Parganas, hereinafter referred to as the **SAID PROPERTY**, which is morefully specified in **First Schedule**, written at the foot of these presents. The division of undivided proportionate share of land as mentioned in the **FIRST SCHEDULE**, written at the foot of these presents among the legal heirs of Atal Behari Bose are mentioned below in the Chart.

1	Manik Chandra Bose	undivided 1/4th share equivalent to				
		47.3525 Decimal of land, more or less				
2	Malay Kumar Bose	undivided 1/4th share equivalent to				
		47.3525 Decimal of land, more or less				
3	Arabinda Bose	undivided 1/4th share equivalent to				
		47.3525 Decimal of land, more or less				
4	Dipak Bose	undivided 1/16 th share equivalent to				
		11.838125 Decimal of land, more or less				
5	Gautam Bose	undivided 1/16 th share equivalent to				
		11.838125 Decimal of land, more or less.				
6	Asit Bose	undivided 1/16 th share equivalent to				
		11.838125 Decimal of land, more or less.				
7	Supriya Sarkar	undivided 1/16 th share equivalent to				
		11.838125 Decimal of land, more or less.				

M.K. Shanma

ner Malay Kuman Box torabinda Bose. Dupak Bose Asit Barse. Supria Surkar,

For NATURAL MANAVETHAL (P) LTD A. K. -= norma Discerton **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 **OWNERS** at Kolkata in the presence of:

Superia San 2001.

WITNESS: 1 Mainau Bre SIGNATURE OF THE OWNERS Els, North Niladal Birati, Kolkata-134. Manik Chandra Bose Manik Chandra 1. 2. Partha Noudry 10, K.S. Ry Road Malay Kumar Bose Malay Kuman Bose 2. Arabinda Bose Ababinda Bose. Kalbaba - 700001 3. Dipak Bose Dipak Bose 4. Gautam Bose Gourtam Pose, 5. Asil Bar 6. Asit Bose Supriya Sarkar Supreia Sarkan 7. rouses Malay Kumar Bose Ababinda Base. For NATURAL MANAVETHAL (P) LTD 4. K. Sharma Dipak Bose irector Gertam Bon Hait Bere

SIGNED SEALED AND DELIVERED by

the **DEVELOPER** at Kolkata in the presence of:

WITNESS:

1

For NATURAL MANAVSTHAL (P) LTD.

2) Malay Kumar Bose

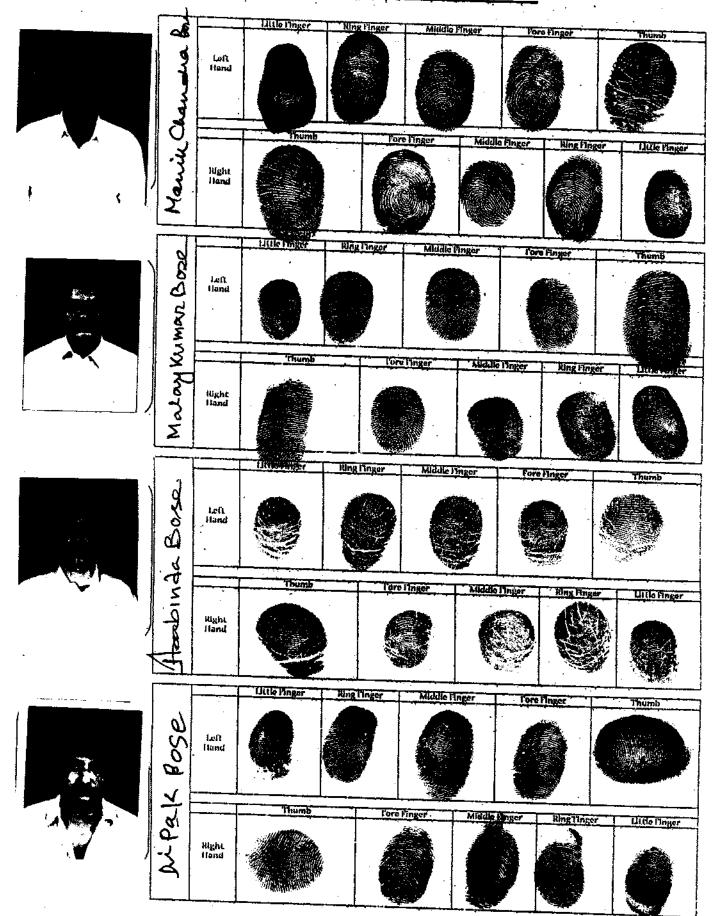
4. K. Shanma

Director

SIGNATURE OF THE DEVELOPER

Draffly w Identify by me Awawi Kuwar Roy Advocate High Court Calastia NB/1927/1978

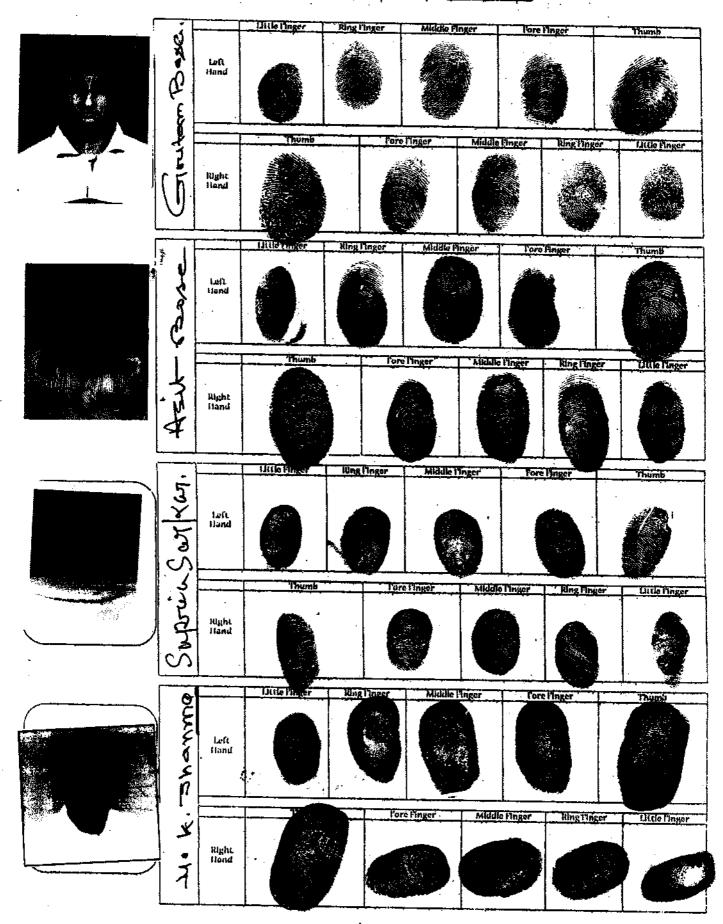
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SPECIMEN FORM FOR TEN FINGERPRINTS



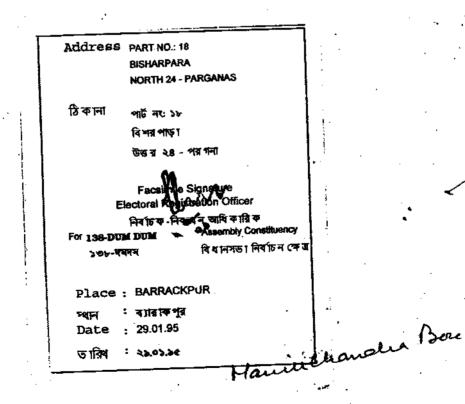
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÷, 2 ELECTION COMMISSION OF INDIA ভার তের নির্বাচন কমিশন IDENTITY CARD WB/20/138/051023 পরিচয় পত্র **Elector's Name** BASU NA লিবাঁচ কের নাম Father/Mother/ ন্ব সু মাদিক Husband's Name : ATAL পিতা/মাডা/ম্বামীর নাম ক্ষম Sex ÷ M লিপ্স ः भूत्रन्य Age as on 1.1.1995 = 44 ১.১.১৯৯৫-এ বরস : 88 1 Maurie Cuandra Bar



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याई लेखा चंडवा PERMANENT ACCOUNT NUMBER ACIPB8602P MIN /NAME MALAY KUMAR BOSE RIGH AN THE AFATHER'S NAME ATAL BEHARI BOSE फम्म विमिध ADATE OF SIRTH 01-06-1959 STERNET ISIGNATURE 100 **51** 397 **टक). किलां**प Malay Kuman and COMMISSIONER OF INCOME-TAX(SYSTEMS), SHILLONG

Malory Kuman Bose

इस कार्ड के खो / मिल जाने पर कृष्या जारी करने याले प्राधिकारी को सुयित / यापस कर दें आयकर आयुक्त(सिस्टम), कृष्यदूटर केन्द्र, आयकर मवन, सो.बौ.सं. - 20, शिलांग - 793 001.

In case this card is loat/found,kindly inform/return to the issuing authority : Commissioner of Income-tax(Systems), Computer Centre, Asyakar Biawan, Post Box No.-20, Shillong - 793 001.

ELECTION COMMISSION OF INDIA তার তের নির্বাচন ক মিশন IDENTITY CARD WB/20/135/051475 পরি চ র পত্র Elector's Name BASU MALAY নিব'চ কের নাম Father/Mother/ - पञ्च काम Husband's Name : ATAL শিত া/মাত া/বামীর নাম- অটল Sex : # লিলা ं गूंजम्म Age as on 1.1.1995 : 34).5.565e-a 4 87 : v8

Malay Kuman Dose

Address Part NO.: 18 BISHARPARA NORTH 24 - PARGANAS

ঠিকানা পার্ট নং: ১৮ বিশর পাড়া

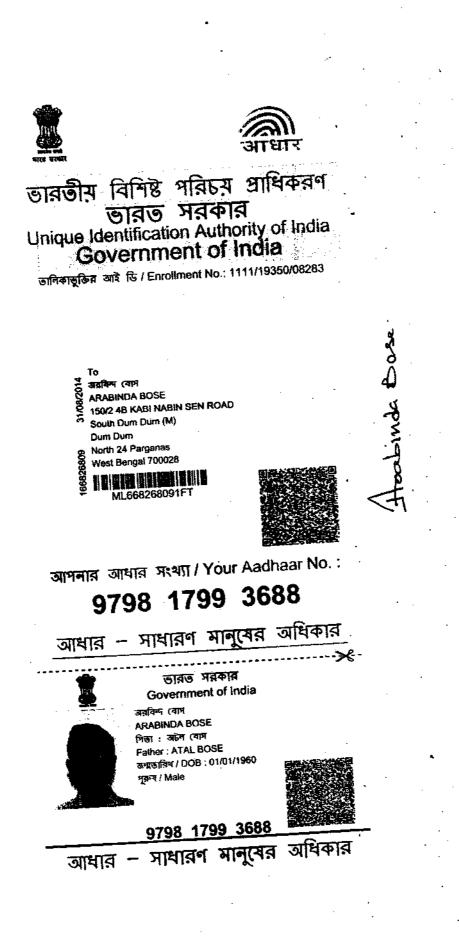
উত্তর ২৪ - পর গনা

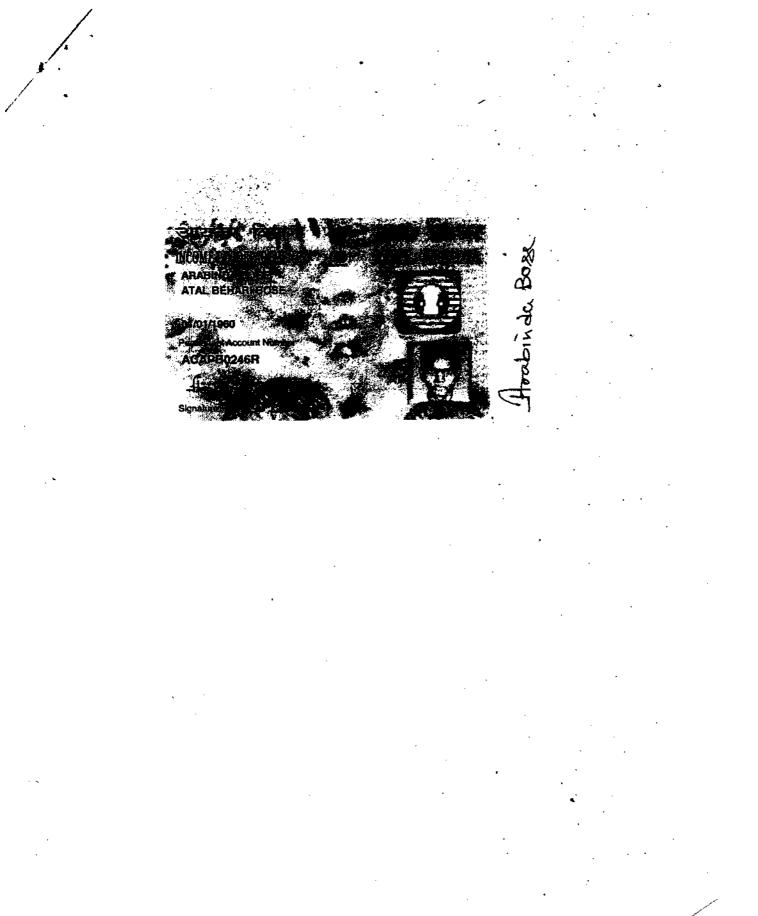
Electoral Registration Officer

নিব'চি কৰ্মমিৰ ম্ব ন আৰি কান্তি ক For 158-DUMDUM Assembly Constituency বিধ লগত। নিব'চি ন কেন্দ্র

১৩৮-ব্যপ্প Place : BARRACKPUR

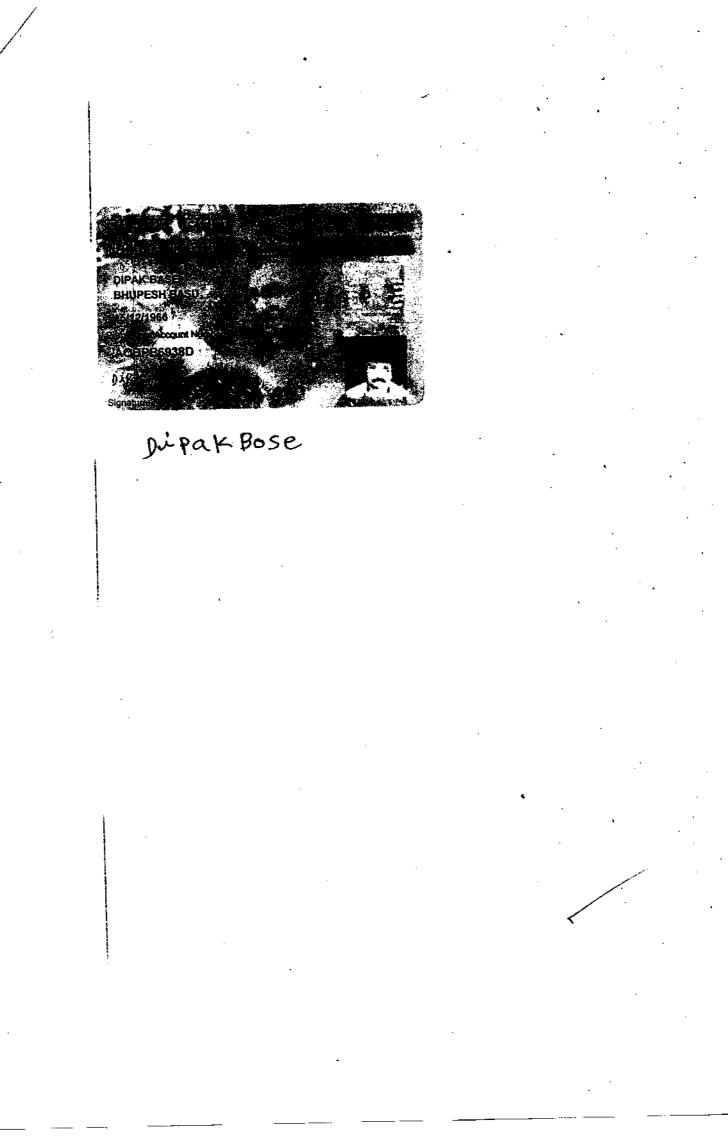
ম্থান : ৰ্যাৱাৰ পুন Date : 29/01/95 তারিষ : ২৯/০১/১৫

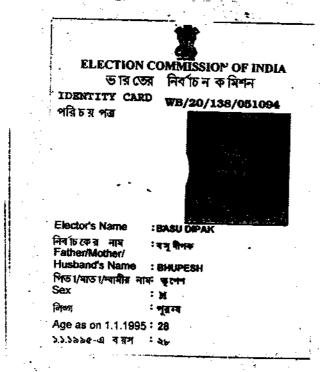




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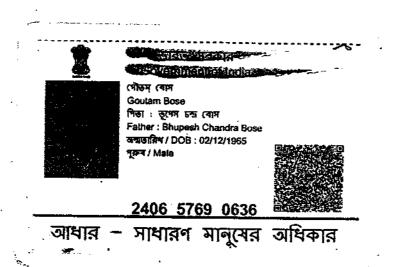
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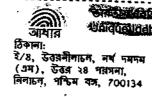




Jupak Bose

Address PART NO.: 18 **BISHARPARA** NORTH 24 - PARGANAS e . াল ক বি পার্চ নং: ১৮ বি শর পাড়া উত্তর ২৪ - পর গনা gn**av**ire Fa ation Officer Electoral নিৰ্বাচ ক - নিৰ্বাস্থৰ আযি কারি ক Assembly Constituency For 138-DUM DUM বিধানসভা নিৰ্বাচন ক্ষেত্ৰ ১৩৮-দমগদ Place : BARRACKPUR [:] ব্যারাকপুর ম্পান Date : 29.01.95 তারিশ 🔅 ২৯.০১.১৫





Valque Identification Authority of India

Address:

E/8, NORTH NILACHAL, North Dumdum (m), North 24 Parganas, Nilachal, West Bengal, 700134

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ভারতের নির্বাচন কৃষিশন পরিচর পরা ELECTION COMMISSION OF INDIA IDENTITY CARD	•
W8/20/138/051425	
ন্বাচকের নাম 🚦 অসিত ব্যেস	
Elector's Name - Asit Bose	
পঞ্চননান. : ভূপেশ চন্দ্র ব্যেস	
ather's Name Bhupesh Chandra Bose	
Sex : 1/M	
ল ডারিব	
Date of Birth : 15/08/1971	

. A. ca

. .: - 1. WB/20/138/051425

ঠিকাশা;

E/8, नेमांग्ल (दश्वनाम्न), वर्ष वकात-२, बाग्राटपार्ट, केंग्रा 24 मानमा-700134

Address:

EA, NEACHAL (MADHYAPARA), NORTH DUM DUM-2, AIR PORT, NORTH 24 PARGANAS- 700134

O

Date: 06/02/2014

110-ગવનર ઉભા નિર્વાટન દ્વારા નિર્વાટન વિશ્વલ

Registration Officer for

110-Dum Dum Uttar Constituency

विमान परिवर्ण छान पहने विमाना स्वतित निर्दे पन प्रमण २ तर्ण भगरत न्द्रम जीव परिव्रमय गण्डार प्रम लिप्टे पर्द्र त्य परिवरण्डल मार्ग्स देवार केन्द्र In case of change in addr tion this Card N

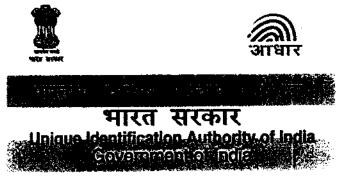
in the relevant Form for including your name in the roll as the changed address and to obtain the care with same number.

Asit Bose

आयकर विमान INCOME TAX DEPARTMENT ASIT BOSE BHUPESH CHANDRA PO *15/03/1000 BUILA DEC. TOP Signatu Asit B

जासम्ब विसम INCOME TAX DEPARTMENT GOVT. OF INDIA SUPRIA SARKAR BHUPESH CHANDRA BOSE 03/0 ELEPS

Suprie Sortkun.



Enrollment No.: 1193/63087/01823

To Supria Sarkar W/O Ajay Sarkar 37 Ho-Chi-Min Nagar Barrackpore H.O North Twenty Four Parganas West Bengal 700120 9339309689

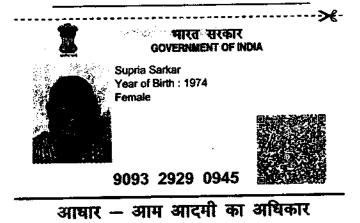
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Major Information of the Deed

Deed No ::	1-1904-07382/2017	Place Reduction Address
Que VN// Vean	1904-0001042905/2017	
Cuttory Drift States	18/07/2017 4:35:10 PM	A.R.A IV KOLKATA, District: Kolkata
Applicant Name, Address & Other Details	AWANI KUMAR ROY 10 K S ROY ROAD, Thana : Hare 700001, Mobile No. : 9830971326	Street, District : Kolkata, WEST BENGAL, PIN -
Transaction		
[0110] Sale, Development A agreement	greement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 1,50,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]
Set Forth Value		
Rs. 6/-		Rs. 7,58,59,000/-
Stampduty Paid(SD) (******		Rentenden View Henrik Andreas Henrik Andreas
Rs. 75,071/- (Article:48(g))		Rs. 1,50,112/- (Article:E, E, E, B, M(a), M(b), I)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing the assement slip.(Urban

Land Details :

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District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: North Nilachal, Mouza: Bisharpara

Sch	Plot SNumber	Kination				Statesta Anni Aleste		el Other Details
L1	RS-269	RS-527	Bastu	Bastu	55 Dec	1/-		Property is on Road
L2	RS-268	RS-160	Bastu	Bastu	31 Dec	1/-	1,21,83,551/-	Property is on Road
L3	RS-270	RS-267	Bastu	Bastu	16.43 Dec	1/-	64,57,283/-	Property is on Road
L4	RS-271	RS-160	Bastu	Bastu	70.99 Dec	1/-	2,79,00,333/-	Property is on Road
L5	RS-307	RS-228	Bastu	Bastu	15.99 Dec	1/-	62,84,355/-	Property is on Road
		TOTAL :			189.41Dec	5 /-	744,41,500 /-	
-	Grand	Total :			189.41Dec	5/-	744,41,500 /-	

Structure Details :

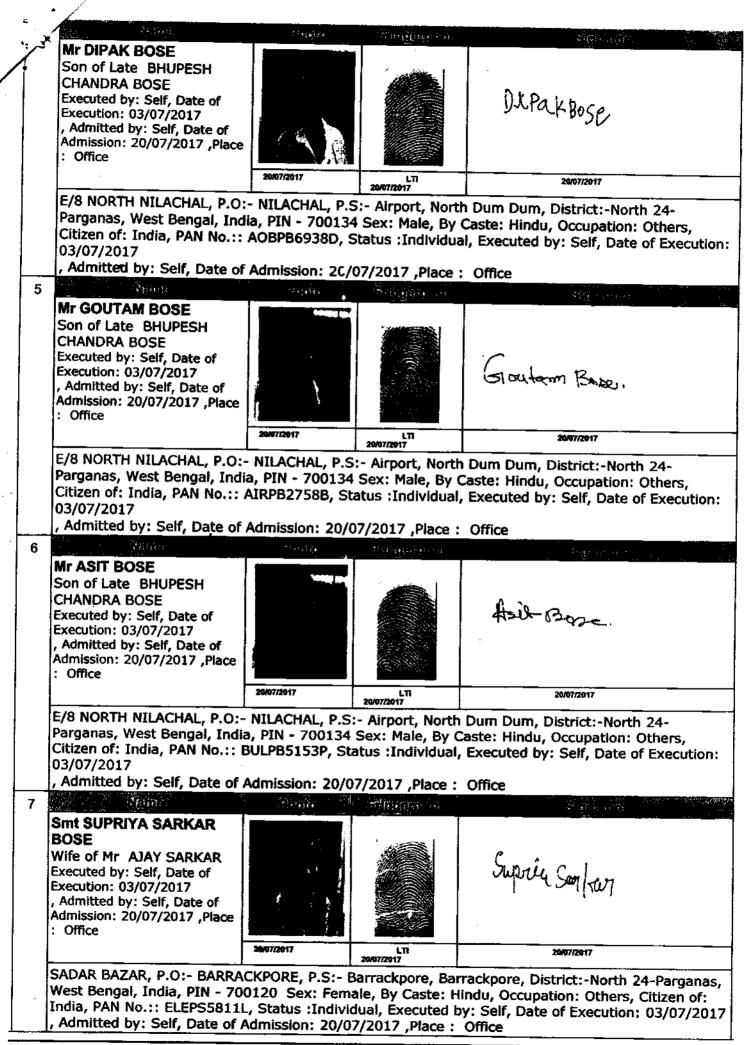
Sch No	Details	and The Sancar			
S1	On Land L1, L2, L3, L4, L5	7000 Sq Ft.	1/-	14,17,500/-	Structure Type: Structure
	20, 21, 20		k		

Name:Address Photolande	and the second secon In the second		
Mr MANIK CHANDRA BOSE Son of Late ATAL BIHARI BOSE Executed by: Self, Date of Execution: 03/07/2017 , Admitted by: Self, Date of Admission: 20/07/2017, Place : Office			Manin Cusmara Bore
	20107/2017	LTI 20/67/2917	29/07/2017
i alganas, mest bengal, Hili	AEPPB4813B, St	atus :Individual	Dum Dum, District:-North 24- Caste: Hindu, Occupation: Others, , Executed by: Self, Date of Execution Office
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Mr MALAY KUMAR BOSE Son of Late ATAL BIHARI BOSE Executed by: Self, Date of Execution: 03/07/2017 , Admitted by: Self, Date of Admission: 20/07/2017 ,Place : Office			Malay Kumen Boze
	20/07/2017	LTI 20/(7/2017	20/07/2017
raiyanas, west bengal, Indi	a, PIN - 700134 ACIPB8602P, Sta	Sex: Male, By C atus :Individual,	Dum Dum, District:-North 24- Caste: Hindu, Occupation: Others, Executed by: Self, Date of Execution Office
	20/07/2017	LTI 20/07/2017	20407/2017
raiyanas, west bengal, India	a, PIN - 700134 CAPB0246R, Sta	Sex: Male, By C atus :Individual,	Dum Dum, District:-North 24- aste: Hindu, Occupation: Others, Executed by: Self, Date of Execution

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25/07/2017 Query No:-19040001042905 / 2017 Deed No :I - 190407382 / 2017, Document is digitally signed.



25/07/2017 Query No:-19040001042905 / 2017 Deed No :I - 190407382 / 2017, Document is digitally signed.

Developer Details :

- Vantev address plantes share short tops SI -
- No NATURAL MANAVSTHAL PVT LTD 1
 - 9A LORD SINHA ROAD, P.O:- MIDDLETON ROW, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN 700071, PAN No.:: AADCN7719H, Status :Organization, Executed by: Representative

Representative Details :

12 42 (4) + .		The grant of the second	
Mr MAHESH KUMAR SHARMA (Presentant) Son of Late S N SHARMA Date of Execution - 03/07/2017, , Admitted by: Self, Date of Admission: 20/07/2017, Place of Admission of Execution: Office			Ar. K. Sharma
	Jul 20 2017 1:5294	LTI 20/67/2017	20/07/2017
	PIN - 700071, Sex 444Q Status : Re	c Male, By Caste	espeare Sarani, Kolkata, District:- :: Hindu, Occupation: Business, Citiz presentative of : NATURAL

Identifier Details :

	Group
Mr PARTHA NANDY	· · ·
Son of Late ARUN KUMAR NANDY	
210 BAKSARA VILLAGE ROAD, P.O BAKSARA, P.S JAGA	
- 711110, Sex: Male, By Caste: Hindu, Occupation: Service, Cil	izen of: India, , Identifier Of Mr MANIK CHANDRA BUSE,
Mr MALAY KUMAR BOSE, Mr AUROBINDO BOSE, Mr DIPAK	BUSE, MEGUUTAM BUSE, MEASTE BUSE, SIN
SUPRIYA SARKAR BOSE, Mr MAHESH KUMAR SHARMA	
0.81.8	20/07/2017
Partha Nandy	

Trans	Transfer.of.property.for:1512-2009 and 2009 and					
	From	To. with area (Name-Area)				
1	Mr MANIK CHANDRA BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				
2	Mr MALAY KUMAR BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				
3	Mr AUROBINDO BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				
4	Mr DIPAK BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				
5	Mr GOUTAM BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				
6	Mr ASIT BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				
7	Smt SUPRIYA SARKAR BOSE	NATURAL MANAVSTHAL PVT LTD-7.85714 Dec				

	Mr MALAY KUMAR BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft
3 ~	Mr AUROBINDO BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft
4 *	Mr DIPAK BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft
5	Mr GOUTAM BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft
6	Mr ASIT BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft
7	Smt SUPRIYA SARKAR BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft

Endorsement For Deed Number : I - 190407382 / 2017

CI PALE

Certificate of Admissibility/Rule Carties Regionation Rules (752)

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(Uncer Section -> CRU: 222(3) 157 / 45 Rotuin-free Rote - 100

Presented for registration at 12:58 hrs on 20-07-2017, at the Office of the A.R.A. - IV KOLKATA by Mr MAHESH KUMAR SHARMA ,.

Certificate of Market Value (WEEEUVLINE of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,58,59,000/-

Admission of Execution Minder Section 58 W.B. Registration Rules 196

Execution is admitted on 20/07/2017 by 1. Mr MANIK CHANDRA BOSE, Son of Late ATAL BIHARI BOSE, E/8 NORTH NILACHAL, P.O: NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others, 2. Mr MALAY KUMAR BOSE, Son of Late ATAL BIHARI BOSE, E/8 NORTH NILACHAL, P.O. NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others, 3. Mr AUROBINDO BOSE, Son of Late ATAL BIHARI BOSE, E/8 NORTH NILACHAL, P.O: NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others, 4. Mr DIPAK BOSE, Son of Late BHUPESH CHANDRA BOSE, E/8 NORTH NILACHAL, P.O: NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others, 5. Mr GOUTAM BOSE, Son of Late BHUPESH CHANDRA BOSE, E/8 NORTH NILACHAL, P.O. NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others, 6. Mr ASIT BOSE, Son of Late BHUPESH CHANDRA BOSE, E/8 NORTH NILACHAL, P.O: NILACHAL, Thana: Airport, , City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700134, by caste Hindu, by Profession Others, 7. Smt SUPRIYA SARKAR BOSE, Wife of Mr AJAY SARKAR, SADAR BAZAR, P.O: BARRACKPORE, Thana: Barrackpore, , City/Town: BARRACKPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700120, 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: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Admission of Execution 20-07-2017 by Mr MAHESH KUMAR SHARMA, DIRECTOR, NATURAL MANAVSTHAL PVT

Execution is admitted on 20-07-2017 by Mr MARESH KOWAR SHARWA, DIRECTOR, NATURAL MARAYSTRAL PVT LTD (Private Limited Company), 9A LORD SINHA ROAD, P.O:- MIDDLETON ROW, P.S:- Shakespeare Sarani, Kolkata, 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: JAGACHHA, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

25/07/2017 Query No:-19040001042905 / 2017 Deed No :I - 190407382 / 2017, Document is digitally signed.

Pane Q1 of Q3

s.t.		
	er of property (or 122	
r.,70/	From	To. with area (Name-Area)
1 -	Mr MANIK CHANDRA BOSE	NATURAL MANAVSTHAL PVT LTD-4.42857 Dec
2	Mr MALAY KUMAR BOSE	NATURAL MANAVSTHAL PVT LTD-4.42857 Dec
3	Mr AUROBINDO BOSE	NATURAL MANAVSTHAL PVT LTD-4.42857 Dec
4	Mr DIPAK BOSE	NATURAL MANAVSTHAL PVT_LTD-4.42857 Dec
5	Mr GOUTAM BOSE	NATURAL MANAVSTHAL PVT LTD-4.42857 Dec
6	Mr ASIT BOSE	NATURAL MANAVS' HAL PVT LTD-4.42857 Dec
7	Smt SUPRIYA SARKAR BOSE	NATURAL MANAVSTHAL PVT LTD-4.42857 Dec
Trans	ier of property for 1996	
SI.No	From	To. with area (Name-Area)
1	Mr MANIK CHANDRA BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
2	Mr MALAY KUMAR BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
3	Mr AUROBINDO BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
4	Mr DIPAK BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
5	Mr GOUTAM BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
6	Mr ASIT BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
7	Smt SUPRIYA SARKAR BOSE	NATURAL MANAVSTHAL PVT LTD-2.34714 Dec
Trans	ieko propenyzio dala	
SI.No	From	To. with area (Name-Area)
1	Mr MANIK CHANDRA BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
2	Mr MALAY KUMAR BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
3	Mr AUROBINDO BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
4	Mr DIPAK BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
5	Mr GOUTAM BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
6	Mr ASIT BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
7	Smt SUPRIYA SARKAR BOSE	NATURAL MANAVSTHAL PVT LTD-10.1414 Dec
Trans	fer of property for 151	
SI.No	From	To. with area (Name-Area)
1	Mr MANIK CHANDRA BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
2	Mr MALAY KUMAR BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
3	Mr AUROBINDO BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
4	Mr DIPAK BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
5	Mr GOUTAM BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
6	Mr ASIT BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
7	Smt SUPRIYA SARKAR BOSE	NATURAL MANAVSTHAL PVT LTD-2.28429 Dec
Trans	sfer of property to cSine	
	From	To. with area (Name-Area)
1	Mr MANIK CHANDRA BOSE	NATURAL MANAVSTHAL PVT LTD-1000.00000000 Sq Ft

25/07/2017 Query No:-19040001042905 / 2017 Deed No :1 - 190407382 / 2017, Document is digitally signed.

ment of Fees

Certified that required Registration Fees payable for this document is Rs 1,50,112/- (B = Rs 1,50,000/-, E = Rs 28/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,50,112/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2017 4:27PM with Govt. Ref. No: 192017180038280461 on 19-07-2017, Amount Rs: 1,50,112/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 350603286 on 19-07-2017, Head of Account 0030-03-104-001-16 Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 6036, Amount: Rs:100/-, Date of Purchase: 02/05/2017, Vender name: S Chanda Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2017 4:27PM with Govt. Ref. No: 192017180038280461 on 19-07-2017, Amount Rs: 74,971/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 350603286 on 19-07-2017, Head of Account 0030-02-103-003-02

Asit Kumar Joarder ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

BETWEEN

M/S. NATURAL MANAVSTHAL PRIVATE LIMITED

...DEVELOPER

AND

SRI MANIK CHANDRA BOSE & OTHERS OWNERS

DEVELOPMENT AGREEMENT

MR. AWANI KUMAR ROY

Advocate 10. Kiran Shankar Roy Road Kolkata-700001. <u>Certificate of Registration under section 60 and Rule 69.</u> Registered in Book - I Volume number 1904-2017, Page from 280742 to 280834 being No 190407382 for the year 2017.



Digitally signed by ASIT KUMAR JOARDER Date: 2017.07.25 16:40:09 +05:30 Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 25-07-2017 16:40:08 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Al

West Bengal.

(This document is digitally signed.)