





M/S. U. S. DEVELOPERS PRIVATE LIMITED, PAN- AAACU8610P, a company incorporated under the Companies Act, 1956 and having its registered office at No. 103, Manohar Pukur Road, P.S. Lake, P.O. Sarat Bose Road, Kolkata- 700 029, represented by its Director Sri. Ujjal Bose, PAN- ADZPB7758G, son of Late. Anil Kr. Bose, by faith Hindu, by occupation Business and at present residing at No. 103, Manohar Pukur Road, P.S. Lake, P.O. Sarat Bose Road, Kolkata- 700 029, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns) on the **OTHER PART**;

WHEREAS by and/or under a Bengali Deed of Sale dated 22<sup>nd</sup> July 1934 and registered before the office of District Registrar Alipore in Book No. 1, Volume No. 63, Pages 245 to 258, being No. 3074 for the year 1934 one Mahendra Lal Saha, Harendra Lal Saha, Manjeri Lal Saha, Adha Chandra Saha, Annadha Charan Saha, as the joint executors of the estate of Late. Brindaban Chandra Saha, sold, transferred and alienated to one Jogesh Chandra Mukhopadhyay a plot of land measuring more or less 3 Cottah 7 Chittack 16 Sq.ft. lying situate within Mouza- Manoharpur, Dihi Panchanagram, Division- VI, Sub-Division- Q Holding No. 428/254, P.S. Lake, (previously Tollygunge), District 24 Parganas (South), Sub-Registry Office Alipore, comprised within Premises No. 40/2/1, Lake Road, together with 15 feet wide common passage at a valuable consideration on such terms and conditions as contained in the said Deed of Conveyance.

AND WHEREAS by and/or under an Indenture dated 5<sup>th</sup> September 1940 and registered before the District Sub-Registrar Alipore in Book No. 1 Volume No. 88, Pages 241 to 248 being No. 3276 for the year 1940 the said Jogesh Chandra Mukherjee purchased a plot of land measuring 1 Cottah 15 Chittack 8 Sq.ft. adjacent to the aforesaid 3 Cottah 7 Chittack 16 Sq.ft. plot of land lying situate on the northern and eastern portion of the earlier plot of land as the surplus land from the Trustees for the Improvement of Calcutta at a valuable consideration and thereby the said Jogesh Chandra Mukherjee became the absolute owner of a

larger plot of land measuring more or less 5 Cottah 6 Chittack 24 Sq.ft. comprised within Municipal Premises No. 40/2/1, Lake Road, Calcutta and subsequently re-numbered as 40/2/1C, Lake Road, Calcutta and duly mutated his name in the records of Kolkata Municipal Corporation as the Owner thereof.

AND WHEREAS having had the said ownership the said Jogesh Chandra Mukherjee constructed thereon a pucca residential house and used and enjoyed the same as the absolute owner thereof.

AND WHEREAS due to various weighty causes and reasons the said Jogesh Chandra Mukherjee by and/or under a Bengali Deed of Settlement dated 21<sup>st</sup> March 1956 and registered before the Sub-Registrar Alipore in Book No. 1, Volume No. 43, Pages 71 to 76, being No. 2403 for the year 1956 transferred the said immovable property comprised within Municipal Premises No. 40/2/1C, Lake Road, Calcutta, to himself as the Sole Trustee for his life and for the purpose of holding the said property for the benefit of the Owners with the Proviso that upon the death of the said Jogesh Chandra Mukherjee, his four sons namely, Kedareswar Mukhopadhyay, Netai Chandra Mukhopadhyay, Kartick Chandra Mukhopadhyay and Biswanath Mukhopadhyay will acquire their respective absolute ownership on the said plot of land in respect of their respective portions as more fully and particularly mentioned and described in Schedule - B, C, D and E of the said Deed of Settlement and thereupon the trust created by the said Jogesh Chandra Mukherjee shall come to an end.

AND WHEREAS on or about 07.11.1963 the said Jogesh Chandra Mukhopadhyay died leaving the said Deed of Settlement dated 23<sup>rd</sup> March 1956 without causing any amendment or modification therein and by virtue of the provisions contained in the said Deed of Settlement, the four sons acquired their ownership on the respective portions of the said plot of land as indicated in the said Deed of Settlement and are jointly holding, possessing and enjoying the same for their residential purpose.



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AND WHEREAS having had the said ownership on the said plot of land the said Owners duly mutated their name in the records of Kolkata Municipal Corporation and are regularly and punctually making payment of all Municipal Rates and Taxes without committing any default.

AND WHEREAS after demise of their father Jogesh Chandra Mukhopadhyay the said four sons Kedareshwar Mukhopadhyay, Netai Chandra Mukhopadhyay, Kartick Chandra Mukhopadhyay and Biswanath Mukhopadhyay acquired their respective portions as per the Bengali Deed of Settlement dated 21<sup>st</sup> March 1956 and mutated their name in the Kolkata Municipal Corporation in four separate premises numbers.

AND WHEREAS Netai Chandra Mukhopadhyay died intestate on or before 09.07.1980 and living behind his wife Mina Mukherjee and two sons namely Sri. Bikash Mukherjee and Sri. Barun Mukherjee and two daughters namely Smt. Shefali Mukherjee and Smt. Mitali Sarkar and they became the Owners of the Premises No. 15H, Anil Roy Road, P.S. Lake, Kolkata- 700 029 in their equal share.

AND WHEREAS said Sri. Barun Mukherjee filed a Title Suit No. 151 of 1986 in the 3<sup>rd</sup> Court of the Assistant District Judge at Alipore and the said Suit was decreed amicably on compromise in terms of the compromise petition.

AND WHEREAS Mina Mukherjee the mother and her two daughters Smt. Shefali Mukherjee and Smt. Mitali Sarkar voluntarily relinquished their right, title and interest in respect of their 1/5<sup>th</sup> share each in the said property in favour of Sri. Bikash Mukherjee and Sri. Barun Mukherjee.

AND WHEREAS in view of aforesaid Sri. Bikash Mukherjee and Sri. Barun Mukherjee are the present Owners of the Premises No. 15H, Anil Roy Road, P.S. Lake, Kolkata- 700 029 in their equal 50% share.

AND WHEREAS the said Sri. Bikash Mukherjee have approached the Developer herein with the proposal to construct a building to amalgamate the property with the other premises Nos. 15J, 15K and 15L, Anil Roy Road, P.S. Lake, Kolkata: 700 029 for residential/commercial purpose comprising of several self contained flats, office, shop and car parking space or spaces or portion thereof utilising the maximum F.A.R. for mutual profits, interests and benefits on or over the said property more fully and particularly mentioned and described in the First Schedule hereunder written on certain terms and conditions which have been mutually discussed and settled.

AND WHEREAS the amalgamation of the said property shall be done by the Developer and one single building plot number will be allotted by the K.M.C. and subsequent building plan will be under taken by the Developer.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said premises in the manner as has been agreed upon by and between the parties hereto and has hereinafter provided.

AND WHEREAS the Owner have specifically represented to the Developer that he is the 50% Owner of the property more fully and particularly mentioned and described in the First Schedule hereunder written which representation the Developer has bonafide belief that the Owner is absolutely seized and possessed of or well and sufficiently entitled to the 50% of the said premises in its entirety as the Owner thereof without any hindrance, claim, question, or demand being raised by anybody in this behalf and have also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charge or agreement for sale and Development Agreement with regard to the said property with any body/bodies/person/persons, oncern/concerns/company/companies and authority/authorities.



AND WHEREAS the party of the Second Part has adopted a resolution in the meeting of its Board of Directors held on 18.10.2017 that to enter into this agreement in respect of the plot of land will be beneficial to the interest of the said developer and, inter alia, authorized its aforesaid Director to sign, execute and register this Development Agreement for and/or on behalf of the party of the second part.

AND WHEREAS it is the desire of the parties hereto to reduce the Agreement in writing and hence this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

#### ARTICLE- I DEFINITIONS

1. OWNERS shall mean Sri. Bikash Mukherjee and residing at 15H, Anil Roy Road, P.O. Sarat Bose Road, P.S. Lake, Kolkata- 700 029.
2. DEVELOPER shall mean U. S. DEVELOPERS PVT. LTD. a Registered Company incorporated under the relevant provisions of the Companies Act, 1956 having its office at 103, Monohar Pukur Road, P.S. Lake, P.O. Sarat Bose Road, Kolkata- 700 029, represented by its Director namely Sri. Ujjal Bose, Son of Late. Anil Kumar Bose, by faith Hindu, by occupation Business and at present residing at 103, Monohar Pukur Road, P.S. Lake, Kolkata - 700 029.
3. TITLE DEED shall mean all deeds, documents, papers Partition Decree and writings regarding title of the said property.
4. PROPERTY (PREMISES) shall mean all that piece and parcel of homestead land measuring about 50% of the 1 Cottah 05 Chittacks 40 Sqft mean 492.5 Sqft be

the same a little more or less together with one storied brick built Tin shaded structure standing thereon lying and situated at the Premises No. 15H, Anil Roy Road, P.O. Sarat Bose Road, P.S. Lake, Kolkata- 700 029 which is more fully and particularly mentioned and described in the First Schedule hereunder written.

5. BUILDING shall mean the building or buildings to be constructed on the piece of land Mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.

6. COMMON FACILITIES AND AMENITIES shall mean and include corridors, stairways, passageways, shafts, drains, overhead water tank, ultimate roof, underground water reservoir, pump and motor, meter board, lift, caretaker's room (if any), boundary walls, gate and other space or spaces and facilities along with the basement attached thereto or which may be mutually agreed upon between the parties or whatsoever required for establishment, location, enjoyment, Provisions, maintenance and /or management of the building and/or common facilities or any of them there as the case may be.

7. SALEABLE SPACE shall mean flat or flats, apartment or apartments or any other space or space or portion thereof for residential/commercial purpose only and for exclusive use of the flat Owners in the building available for independent use and occupation for common facilities and the space required therefore.

8. OWNERS ALLOCATION: Owners Allocation shall mean more or less one 800 Sqft built up area flat on the First floor along with one room measuring about 100 Sqft more or less and one covered Parking space (110 Sqft) on the ground floor of the newly constructed building to be sanctioned by the Kolkata Municipal Corporation and including proportionate share of land and the common areas and facilities and amenities on pro-rata basis and pay a total Premium Amount of Rs. 15,000,00/- (Rupees Fifteen Lakhs) only and such amount shall be paid to the Owner by the Developer in the manner as stated hereinafter:



i) Rs. 3,00,000/- (Rupees Three Lakhs) only to be paid on or before signing of this Agreement.

ii) Rs. 13,00,000/- (Rupees Thirteen Lakhs) only to be paid on or before completion of the newly constructed building.

8A. The Developer will accommodate temporarily for the Owner within 1.5 km radius of the aforesaid premises. And the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owner's allocated portion in the newly constructed building.

9. DEVELOPERS ALLOCATION: shall mean the remaining constructed area in the building after amalgamation to be constructed at the said premises, except the Owner's Allocation, including proportionate share of land and the common facilities and amenities on pro-rata basis.

10. ARCHITECT shall mean the qualified person or persons that may be appointed by the Developer for designing and planning of the building to be constructed on the said land.

11. PLAN shall mean plan or plans or revised thereof prepared by the Architect for the construction of the building to be sanctioned by the Kolkata Municipal Corporation and / or any other competent authority or authorities as the case may be, under the proceeding of the law of the land/Govt./proper authority.

12. TRANSFER shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the transferee thereof vide provision of Transfer of Property Act 1882 and Registration Act 1908.

13. TRANSFREE shall mean a person, firm, limited company, Associations of person to whom any saleable space in the building will be transferred under law.



14. FORCE MAJUERE, shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lockout, Labour unrest and/or any other acts or commotion beyond the control of parties hereto affected thereby and also non availability of essential materials like cement steel etc.

15. Words importing singular shall include plural and vice-versa.

#### ARTICLE - II TITLE AND INDEMNITY:

1. The Owner hereby declare that he is the only Owner of the said 50% property lawfully entitled to the same and to the best of their knowledge and no disputes or suits act one or legal proceedings are pending in respect of the same property or any part or portion thereof and has good and absolute right titled interest and position of the said premises to enter into the Agreement with the said Developer.

2. The Owner hereby declare that to the best of his knowledge that the said premises is free from all and any manner lispence, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions, or mortgage whatsoever and the Owners hereby agreed to indemnify and keep the Developer indemnified from or against any and all actions, charges, liens, claims, encumbrances and mortgages unless created by the Developer himself.

3. The Owner hereby also undertake that the Developer shall be entitled to construct the multistoried building on the said land as agreed by and between the parties hereto according to the building plan to be sanctioned or revised plan if any under subject to K.M.C. rules and regulations.

#### ARTICLE - III DEVELOPMENT RIGHTS

1. The Owner grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained, subject to K.M.C. rules and regulations and not in any way contrary to Owner's interest in the flat to be allotted to the Owner.

2. The Owner shall at the cost of the Developer from time to time at anytime submit and/or join with the Developer as the Owners of the said amalgamated land in submitting the building plan applications, forms, petitions, and writings to the appropriate authority for sanction and/or approval of the plan and/or materials and otherwise as may or shall be required for the construction of the building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid. It is clearly mentioned here that the Developer shall submit building plan for sanction before the Kolkata Municipal Corporation. That the Developer shall complete the building within 18 months from the date of the sanction of the building plan, subject to getting clear vacant possession of the existing building of the Owners for demolition and commencement of construction of the said premises.

3. The Developer shall for and on behalf of the Owners take all such permissions, sanctions and approvals in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The Owners shall always cooperate with the Developer in connection with the same and shall sign any required papers, letters etc. in connection there with.

4. All applications and other papers and documents referred to above shall be prepared by the Developer at their own cost subject to approval of the Owners and submitted by or in the name of the Owners and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction and building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

5. The Owners shall render the Developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions clearance and approvals in terms thereof and the Developer shall have the discretion to submit the applications, plan and other act deed matter and things envisaged herein as an



agent for and/or on behalf of or in the name and with the consent of the Owners and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owners shall grant the Developer and his nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.

6. The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from the intending purchaser or purchasers of flats, garages, shops, office in the said proposed building excepting Owner's Allocation.

#### ARTICLE - IV: CONSIDERATION

1. In consideration of the Owner have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot to the Owner more or less 800 Sqft flat on the First floor along with one room measuring about 100 Sqft more or less and one Parking space on the ground floor and pay the total amount of Rs. 15,000,00/- (Rupees Fifteen Lakhs) only as per Article 1.8 of the proposed building completed in all respect to be erected and/or constructed upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

2. The Developer will accommodate temporarily for the Owner within 1.5 km radius of the aforesaid premises. And the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owner's allocated portion in the newly constructed building.

3. If the Developer gets any further sanction from the K.M.C for any extra area, then in that event the Owner shall not be entitled to get any additional area or monetary benefit from the extra sanction and the Developer shall have the full and exclusive rights over the same.

#### ARTICLE - V: PROCEDURE

1. The Owner shall grant to the Developer or its nominee/nominees a Registered Power of Attorney as may be required for the purpose of obtaining the modification of sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for perusing and following up the matter in the Kolkata Municipal Corporation and other authorities and to construct the building, appoint Architects engineers, contractors, agents, etc. and to represent the Owners before the Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the purchasers/buyers of flats/car parking spaces or any other spaces from the Developer's Allocation and also to receive, realise recover the entire proceeds of the Developer's Allocation. It is also to be mentioned in the said Power of Attorney that after the completion of the Project and after the Owner having received the Owner's Allocation fully and satisfactorily/lawfully, if the Owners are not in a position to make the registration of the deed of conveyance or conveyances of the purchase deeds, intentionally or unintentionally in favour of the Developer or its nominee or nominees and/or assignee or assignees, the Developer shall be at liberty to execute and register of the deeds of conveyance or conveyances of the Developers Allocation in favour of itself or in favour of the intending Purchasers/buyers, by utilising the Power of Attorney, which has been issued in favour of the Developer's nominee Sri. Ujjal Bose and in that case the Owners shall not be in a position to object to such registration of deed of conveyance under any circumstances (~~The Power of Attorney to be granted by the Owners~~)



~~herein shall remain operative till the construction of the building is completed and transfer of the entire Developer's Allocation.~~

## ARTICLE - VI: BUILDING

1. The Developer shall construct the said Building at its own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective transferees for transfer out of the total built up area excepting the Owner's Allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan to be approved by the Architect and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not below as mentioned in the Schedule hereunder within a period of one and half year from the date of obtaining sanction of the plans and such period may be extended mutually. Owners would not be responsible in case of any fault in raw materials used or any structural defect or any dispute on sale of Developer's Allocation.
2. The Developer shall also install and provide in the said building at his own costs the lift, pump, generator, water storage, tanks, overhead reservoir, inside electrification and/or of the sanctioned plan or under any applicable statutory bye laws or requisitions relating to the construction of the building on the said land and specifications as mentioned in the third schedule hereunder written.
3. The Owners shall be entitled to transfer or otherwise deal with only the Owner's Allocation in the building.
4. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the Developer's Allocation subject to the conditions mentioned in Article 6.1 above

and the Owners shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation.

5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer and/or its nominee or nominees power or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners or Owners Allocation.

6. The Developer shall be authorised in the name of the Owners in so far as it is necessary to apply for and obtain temporary connection of water, electricity, power and permanent drainage and sewerage connection to the newly constructed building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Owners shall not be liable in any manner whatsoever.

7. The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned Building plan and any amendment thereto or modifications thereof made or cause to be made by the Developer. The Developer at its own risk and responsibility accept the earnest money or full consideration money from the Purchaser/s of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Owners shall in no way be responsible and or liable for the same.



## ARTICLE - VII: AUTHORITY

1. The Owners and the Developer shall jointly be entitled to Transfer or otherwise Deal with the flat and/or apartments and/or other saleable space or spaces and car parking space of the building and proportionate right to use the common areas and facilities to be transferred to the prospective transferees and income tax or other taxes for Developer's Allocation to be borne by the Developer.

2. In so far as necessary all the dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owners for which the Owners hereby irrecoverably nominate, constitute and appoint the Developer to do, execute, perform and execute all the acts and things necessary for the implementation of this Agreement including the authorities to cause, to be prepared, to sign letters correspondence and to apply to the authorities, to sign and execute all application to the government Department and/or authority to appoint Architects, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances, jointly with the Owners in favour of the prospective transferees to make affidavits and declaration to apply for electric connection sewerage and the drainage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises to commence proceedings, to sign plaints, verification written statements petition, to sworn affidavit, to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers, Owners is not affected for any cost expenses.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat/flats or apartments and/or any other saleable space or spaces or any portion from and out of the Owner's Allocation in the said building which the Developer agrees to make delivery of possession to the Owners as consideration of the said land in proportion to the Developer's Allocation.

## ARTICLE - VIII: COMMON FACILITIES

1. The Developer shall pay and bear all Ground rent, other dues and outgoings in respect of the said premises accruing, after handed over of the vacant and peaceful possession by the Owners.

2. Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the Owner's Allocated portion and after taking the Completion Certificate from of the KMC of the newly constructed building in all respect as per terms of this Agreement the Developer shall give fifteen days notice in writing to the Owners requesting the Owners to take possession of the Owner's Allocation in the said building agreed to be provided as consideration of the land in proportionate with the Developer's Allocation as per terms of this Agreement. The Developer shall not be responsible for payment of all Municipal and property taxes, rates, duties, maintenance, charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owner's Allocation and the said rates are to be apportioned pro-rata basis with reference to the saleable space in the building. It is further agreed that the Developer shall deliver possession to the intending flat purchasers only after delivery of possession to the Owners (within fifteen days notice) of the Owners allocated portion complete in all respect as per terms of this Agreement.

3. The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and the Owners and the Developer shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.



## ARTICLE - IX: OWNER'S OBLIGATION

1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Owners do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer's Allocation or any apportion thereof in the said building of the said premises of the Developer's Allocation.

2. The Owners or any person or persons claiming through them shall not in anyway cause any reference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.

3. The Owners do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the Developer's Allocation of the said premises or any portion thereof without the previous consent in writing of the Developer.

## ARTICLE - X: DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owners to complete the construction of the building in terms of this Agreement and in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation within 18 months from the date of sanction of building plan unless prevented by force majeure.

2. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.

3. The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of the Owner's Allocation or any portion thereof the said building in the said premises.

4. The Developer shall be responsible for the entire construction and indemnifies the Owners for any damage or loss arises or any accident happens during the construction period. If there is any loss or damage the Developer shall be solely responsible for the same and shall bear all cost and expenses.

5. The Developer hereby agrees that, after taking the Completion Certificate from the KMC, the Developer shall first offer the Owners to take their possession within fifteen days of their allocation in the newly constructed building, and after fifteen days from receipt of the said notice by the Owners, if the Owner fails to take possession of the Owners allocated portion or to act upon the notice the said offer, the Developer shall be at liberty to hand over its allocated portion to the intending purchaser or purchasers.

#### ARTICLE - XI: MISCELLANEOUS

1. That before demolition of the existing building standing thereon the Developer will accommodate temporarily for the Owner within 1.5 km radius of the aforesaid premises. And the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owner's allocated portion in the newly constructed building. The Owner shall vacate the premises within 7 days from the date of providing a rented accommodation.



2. That the demolition of the existing structure the Developer shall be at liberty to sell old building materials and the sale proceeds thereof will be retained by the Developer exclusively for which the Owner herein renders their no objection.

3. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owner hereby undertakes to do all such acts, deeds, matters and things which do not in anyway infringe the rights of the Owner and/or against the spirit of these presents.

4. If at any time, the Owner shall be held liable for the wealth tax, GST or income tax and/or any other rates, taxes only for their allocation then and in that event the Owners shall pay the said taxes from their own accord and the Developer shall not be held liable and/or responsible for the same in any manner whatsoever, in respect of the Owner's portion.

5. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owner if delivered by hand (acknowledgement is required) or sent by registered post to the Owner at all the addresses of the Owner mentioned herein.

6. The Developer and the Owner shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owner hereby agrees to abide by all the regulations to be framed by any society / Association/Holding Association and/or any other

organizations to be formed that will be in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations.

7. The name of the building shall be " **Apartment** "

8. After completion of the construction of the building the Owner shall at the request of the Developer execute and register appropriate transfer deeds/conveyance of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee or transferees or Purchasers.

#### ARTICLE - XII: FORCE MAJUERE

1. Force Majuere shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other acts or commission beyond the control of the parties hereto affected thereby and also non availability of essential materials like cement, steel, etc.

2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majuere" and shall be suspended from the obligation during the period this "Force Majuere", except the rental accommodation facilities for the Owner's mentioned herein above.

3. If the construction and/or completion of the building is delayed for any willful acts or negligence on the part of the Developer it shall be liable to pay such loss or damages to the Owners at the rate of Rs. 5,000/- (Rupees Five Thousand) only





per month, in addition to providing the rental accommodation facilities for the Owner's mentioned herein above.

4. In the event of the Owner committing breach of any of the terms and conditions herein contained or delayed in the delivery of possession after the Developer arranged the temporary accommodation of the Owner and the consideration amount will be paid by the Developer as per the Article 1.8 as herein before stated, then in that event the Developer shall be entitled to and the Owners shall be liable to pay such losses and compensations as shall be settled between the parties PROVIDED HOWEVER is such delay shall continue for a period of three months then and in that event in addition to any other right which the Developer may have against the Owner the Developer shall be entitled to sue the Owner for specific performance of this Agreement or to rescind or cancel this Agreement and claim refund of all the amount paid and/or incurred by the Developer with interest and such losses and damages which the Developer may suffer. The Owner shall have the right to cancel or rescind the Agreement with the Developer in the event Developer committing any breach or in delay in completing the construction unnecessarily, day and the period mentioned in the Agreement and in that event the Owner shall be entitled to forfeit the money already paid to them in terms of this Agreement, in addition to any other rights that the Owner may have against the Developer.

#### ARTICLE - XIII: JURISDICTION

The Learned court/courts having territorial jurisdiction over the property shall have the jurisdiction to entertain and terminate all actions, suits, and proceedings arising out of these presents between the parties hereio.



### THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the 50% of piece and parcel of the total homestead land measuring 1 Cottah 05 Chittacks 40 Sqft, that means 492.5 Sqft be the same a little more or less together with existing Tin shaded one storied residential building, totally 375 Sqft, area with boundary wall and other structures whatsoever lying erected and built thereon situated lying and being municipal Premises No. 15H, Anil Roy Road, P.O. Sarat Bose Road, P.S. Lake, Ward- 86, Kolkata- 700 029, and butted and bounded in the manner following:

North : Premises No. 15J, Anil Roy Road

East : Premises No. 15L, Anil Roy Road

South : Premises No. 15F, Anil Roy Road

West : KMC Road

### THE SECOND SCHEDULE ABOVE REFERRED TO:

Subject to the provision as contained in Article X clause 5 hereof the Owner will get one 800 Sqft flat on the First floor along with one room measuring about 100 Sqft more or less and one Parking space (110 Sqft) on the ground floor of the proposed building and pay the total amount of Rs. 15,000,00/- (Rupees Fifteen Lakhs) only as per article 1.8 complete in all respect to be erected and/or constructed thereon in accordance with the building plan to be to be sanctioned by the Kolkata Municipal Corporation together with proportionate right of all facilities utilities and benefits to be provided to the said building.

### THE THIRD SCHEDULE ABOVE REFERRED TO:

#### (SPECIFICATIONS)

#### FOUNDATION:

As per sanctioned structural plan from K.M.C. R.C.C foundation and super structure as per the design issued by structural Engineer.

**STEEL:**

ISI grade available in the market.

**CEMENT:**

AMBUJA/ULTRA TECH/LAFARGE make cement.

**SAND:**

High quality coarse sand.

**STONE CHIPS:**

Standard quality available in the market.

**BRICK:**

First class brick available in the market.

**FLOORING:**

Marble/Vitrified Tiles flooring in the entire flat area. Stair case, Service Area, Car Parking Area, Drive way and the other open spaces shall be finished with Kota/Green stone or designer tiles as suggested by the Architect.

**TOILET:**

Marble/Anti skid Tiles flooring with Good quality glazed tiles on the walls up to door height. Sanitary fittings of "JAQUAR" or equivalent make and concealed plumbing/fittings, with shower in one tap, one basin and one commode of "JAQUAR/PARRYWARE" or equivalent make in toilet with hot and cold water mixer system and etc.

**KITCHEN:**

Black stone cooking platform with Granite slab and glazed tiles upto 2' above the counter. Steel sink with one tap and one low height of "JAQUAR" or equivalent make.



**GRILL:**

M.S. Grill shall be provided in window, balcony, staircase Railing, main entrance gate etc. as designed and approved by the Architect.

**DOOR FRAMES:**

Seasoned Sal wood frame for all doors.

**MAIN DOOR:**

35 m.m wooden panel door along with tower bolt, one decorative metal handle, telescopic peep hole, one "GODREJ" make night latch.

**DOORS:**

32 m.m. water proof, phenol bonded flush doors.

**WINDOWS:**

Good quality anodized Aluminum/"UPVC" make windows.

**ELECTRICAL:**

"FINOLEX" or "HAVELL'S" make wiring with "CRABTREE" or equivalent make switches. "MCB" with sufficient numbers of electrical points in each flat.

**INTERNAL WALLS:**

Snow white plaster of Paris finished walls.

**EXTERNAL WALLS:**

Painting on plaster, finished with "ICI WEATHER SHILD" paint.

**ROOF:**

Water proof treatment with cast-in-situ mosaic/Roof Tiles.

**LOBBY:**

Aesthetically designed lobby finished with Marble/Granite.

**LIFT:**

Good quality Elevator will be provided.

**WATER SUPPLY:**

"CROMPTON" motor with B.E. pump set shall be installed for regular Water supply.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals hereon to and to a duplicate hereof this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the within named Owners at Kolkata

in the presence of: -

1. Sukhi Saha.  
12 Koms Dome Terrace  
KOL-24.
2. Goutam Mondal  
160/A/ Bakul Bagan Road  
KOL-25

Boikash Mukherjee.

SIGNATURE OF THE OWNER

**SIGNED SEALED AND DELIVERED**

by the within named Developer at Kolkata

in the presence of: -

1. Sukhi Saha.  
12 Koms Dome Terrace  
KOL-24.
2. Goutam Mondal  
160/A/ Bakul Bagan Road  
KOL-25

U.S. DEVELOPERS PVT. LTD.

(USJAL Bose)  
Director

SIGNATURE OF THE DEVELOPER



MEMO OF CONSIDERATION

Received from within mentioned Developer the within mentioned Non-Refundable premium amount of Rs. 3,00,000/- (Rupees Three lakhs) only, by Cheque No. 738158 dated 05.07.2018 drawn on Indian Overseas Bank, Lansdowne Market branch in favour of the Owner.

Date: 05.07.2018

Bijendra Murhoye

Signature of the Owner

WITNESSES:

1. Suket Saha .
2. Goutam Mandal

Drafted by me:

Goutam Bera  
ADVOCATE  
0931748780  
Alipore Police Comr  
Ret. D

**PRESENTANT**



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

NAME .....

SIGNATURE .....



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

NAME **BIKASH MUKHERJEE**

SIGNATURE *Bikash Mukherjee*



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

NAME **UJJAL BOSE**

SIGNATURE .....



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

NAME .....

SIGNATURE .....



PERMANENT ACCOUNT NUMBER

ADQP1230001



NAME

BIKASH MUKHERJEE

FATHER'S NAME

KETAI CHAND MUKHERJEE

DATE OF BIRTH

05-10-1951

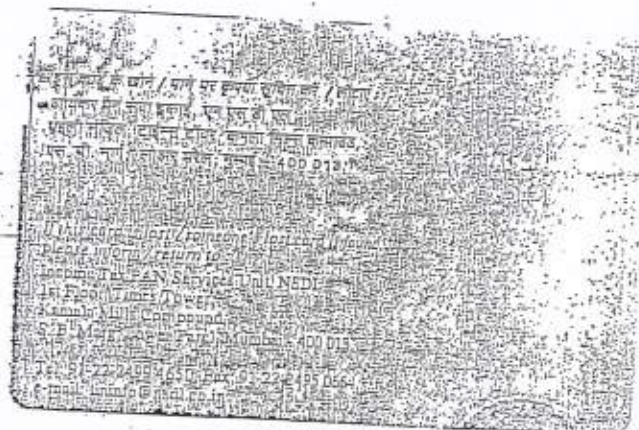
SIGNATURE

*Bikash Mukherjee*

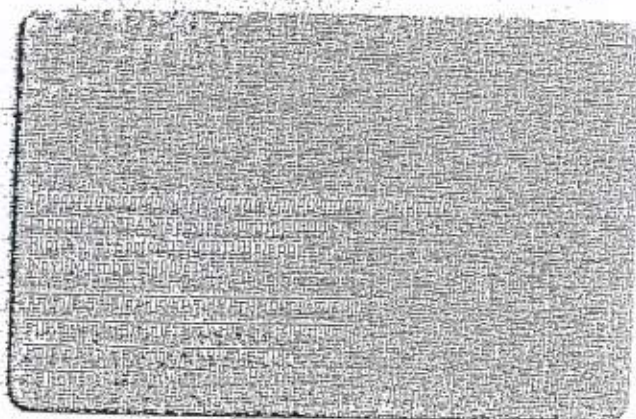
*[Signature]*

COMMISSIONER, W.D.-II

COMMISSIONER OF INCOME-TAX, W.D.-II







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

GRN: 19-201819-025183334-1

GRN Date: 22/06/2018 19:21:40

BRN: 1477151340

Payment Mode Online Payment

Bank: ICICI Bank

BRN Date: 22/06/2018 19:22:29

DEPOSITOR'S DETAILS

Name: U S Developers Pvt Ltd

Contact No.:

Mobile No: +91 9830533787

E-mail:

Address:

103 Monohar Pukur Road Kolkata 700029

Applicant Name: Mr Nantu Das

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement  
Payment No 6

Id No. : 16050000812813/6/2018

[Query No./Query Year]

PAYMENT DETAILS

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16050000812813/6/2018	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	16050000812813/6/2018	Property Registration- Registration Fees	0030-03-104-001-16	15021

Total

21942

In Words : Rupees Twenty One Thousand Nine Hundred Forty Two only



### Major Information of the Deed

Deed No :	I-1605-04327/2018	Date of Registration	05/07/2018
Query No / Year	1605-0000812813/2018	Office where deed is registered	
Query Date	24/05/2018 8:16:38 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Nantu Das Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830244850, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 43,85,423/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Anil Roy Road, Premises No. 15H, Ward No: 86



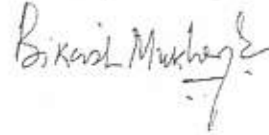
Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		492.5 Sq Ft	1/-	41,04,173/-	Property is on Road
Grand Total :					1.1287Dec	1 /-	41,04,173 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	375 Sq Ft.	1/-	2,81,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 375 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		375 sq ft	1 /-	2,81,250 /-	

Major Information of the Deed :- I-1605-04327/2018-05/07/2018




### Land/Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Bikash Mukherjee</b> Son of Late Netai Chandra Mukherjee Executed by: Self, Date of Execution: 05/07/2018 , Admitted by: Self, Date of Admission: 05/07/2018 ,Place : Office	<b>Photo</b>  <small>05/07/2018</small>	<b>Fingerprint</b>  <small>LTI 05/07/2018</small>	<b>Signature</b>  <small>05/07/2018</small>
15H, Anil Roy Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADQPM8900J, Status :Individual, Executed by: Self, Date of Execution: 05/07/2018 , Admitted by: Self, Date of Admission: 05/07/2018 ,Place : Office				

### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>U S Developers Private Limited</b> 103, Manohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: AAACU8610P, Status :Organization, Executed by: Representative

### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Ujjal Bose (Presentant )</b> Son of Late Anil Kr Bose Date of Execution - 05/07/2018, , Admitted by: Self, Date of Admission: 05/07/2018, Place of Admission of Execution: Office	<b>Photo</b>  <small>Jul 5 2018 1:21PM</small>	<b>Finger Print</b>  <small>LTI 05/07/2018</small>	<b>Signature</b>  <small>05/07/2018</small>
103, Manohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADZPB7758G Status : Representative, Representative of : U S Developers Private Limited (as DIRECTOR)				

### Identifier Details :

Name & address
<b>Mr Nantu Das</b> Son of Late S Das 6, Baker Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr Bikash Mukherjee, Mr Ujjal Bose

Major Information of the Deed :- I-1605-04327/2018-05/07/2018



Nantu Das

05/07/2018

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Bikash Mukherjee	U S Developers Private Limited-1.12865 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr Bikash Mukherjee	U S Developers Private Limited-375.00000000 Sq Ft

**Endorsement For Deed Number : I - 160504327 / 2018**

**On 25-05-2018**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 43,85,423/-

*Md Shadman*

Md Shadman

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
South 24-Parganas, West Bengal**

**On 05-07-2018**

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

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

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

Presented for registration at 11:55 hrs on 05-07-2018, at the Office of the A.D.S.R. ALIPORE by Mr Ujjal Bose ,

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

Execution is admitted on 05/07/2018 by Mr Bikash Mukherjee, Son of Late Netai Chandra Mukherjee, 15H, Anil Roy Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Retired Person

Indetified by Mr Nantu Das, , Son of Late S Das, 6, Baker Road, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Others

Major Information of the Deed :- I-1605-04327/2018-05/0

10/07/2018 Query No:-16050000812813 / 2018 Deed No : I - 160

Document is digitally signed.

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

Execution is admitted on 05-07-2018 by Mr Ujjal Bose, DIRECTOR, U S Developers Private Limited (Private Limited Company), 103, Manohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr Nantu Das, , Son of Late S Das, 6, Baker Road, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,021/- ( B = Rs 15,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/06/2018 7:22PM with Govt. Ref. No: 192018190251833341 on 22-06-2018, Amount Rs: 15,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1477151340 on 22-06-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 8759, Amount: Rs.100/-, Date of Purchase: 14/03/2018, Vendor name: S Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/06/2018 7:22PM with Govt. Ref. No: 192018190251833341 on 22-06-2018, Amount Rs: 6,921/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1477151340 on 22-06-2018, Head of Account 0030-02-103-003-02



Md Shadman

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

Major Information of the Deed :- I-1605-04327/2018-05/07/2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page from 138396 to 138432  
being No 160504327 for the year 2018.



Digitally signed by MD SHADMAN  
Date: 2018.07.10 14:36:44 +05:30  
Reason: Digital Signing of Deed.

(Md Shadman) 10/07/2018 14:36:14  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)