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THIS AGREEMENT FOR DEVELOPMENT made on this 13th Day of June
 2019 BETWEEN (1) **SMT. APARNA SUR**, PAN - BKIPS4358E, wife of Shri
 Pradip Narayan Sur, by faith - Hindu, by occupation - Retired, (2) **SMT.**
TAPATI GHOSH, PAN - AROPG9800D, wife of Late. Jayanta Kumar
 Ghosh, by faith - Hindu, by occupation - Housewife and (3) **SRI. ASHOKE**
KUMAR BHOWMICK, PAN - BPOPB0128N, son of Late Sishir Ranjan
 Bhowmik, by faith - Hindu, by occupation Retired and all are at present
 residing at P-165, Regent Estate, P.S. and P.O Jadavpur, Kolkata - 700092,
 hereinafter jointly referred to as the "LESSEE" (which expression shall
 unless excluded by or repugnant to the context be deemed to include their
 respective heirs, executors, administrators, representatives and assigns)
 on the **ONE PART;**

AND

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Rs. **100/-** Date.....

U.S. Developers Pvt. Ltd.

109, Monohar

PAKUR ROAD,
KOL-29.

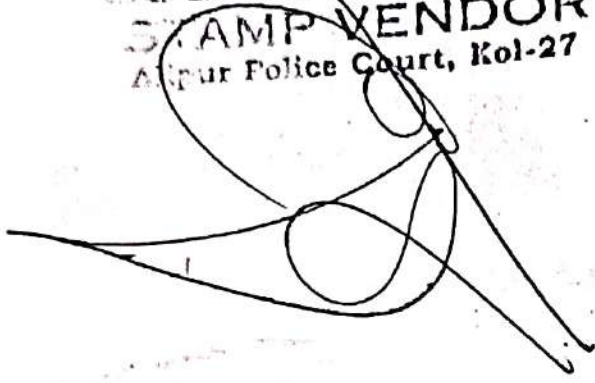
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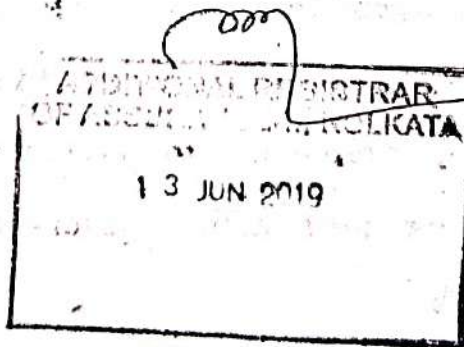
SUBHANKAR DAS

STAMP VENDOR

Police Court, Kol-27



Abhay Pada Dns
S/o Late S Dns
2B, K.P. Lane
Kolkata-70026
P.S & Po- Kalighat



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, Monohar Pukur Road, P.S. Rabindra Sarabor, P.O. Sarat Bose Road, Kolkata - 700029, represented by its one of the Director - Sri. Ujjal Bose, PAN - ADZPB7758G, son of Late Anil Kumar Bose, by faith - Hindu, by occupation - Business and at present residing at No. 103, Monohar Pukur Road, P.S. Rabindra Sarabor, P.O. Sarat Bose Road, Kolkata - 700029, 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 an Indenture of Lease dated 29th day of September 1961 and registered before the Sub-Registration Office at Alipore in Book No. 1, Volume No. 176, Pages 28 to 34, being No. 9549 for the year 1961, the Governor of the State of West Bengal, in consideration of the premium and rent therein reserved and mentioned, demised unto and in favour of one Sisir Ranjan Bhowmick, son of Late Mahendra Kumar Bhowmick, a plot of land measuring more or less 10 Cottah and 33 Sq.ft. lying situate in Plot No. 165, J. L. No. 34, Touzi No. 151, Sub-Division - Alipore, Mouza - Bade Raipur, Police Station - Tollygunge, now Jadavpur, District 24 Parganas (South) and at present known and numbered as Premises No. 176/14/165, Raipur Road, Kolkata - 700092 (Also known as P-165, Regent Estate), for a period of 99 years commencing from 29th September 1961 for residential purpose by making construction thereon a residential house.

AND WHEREAS the said Sisir Ranjan Bhowmik constructed a brick built residential house in a portion of the said demised land at his own cost and expenses.

AND WHEREAS on 27th May 2010 the said Sisir Ranjan Bhowmik died leaving a Will and Testament dated 14th January 1998 and registered before the Additional District Sub-Registrar, Alipore in Book No. 3, Volume No. 1, Pages from 81 to 86 being No. 13 for the year 1998 whereby and/or whereunder the said Sisir Ranjan Bhowmik bequeathed to his eldest daughter, Smt. Aparna Sur a divided and demarcated portion of the plot of land measuring more or less 2 Cottah 14 Chittack 36 Sq.ft. equivalent to 2106 Sq.ft. as her absolute property and, inter alia, appointed the said Aparna Sur as the Sole Executrix under the said Will and Testament with a mandate that after his death the said Executrix shall obtain the necessary Probate from the competent Court of law.

AND WHEREAS upon the death of the said Sisir Ranjan Bhowmik the said Aparna Sur duly made necessary application for grant of Probate before the District Delegate at Alipore in accordance with law and the said probate proceedings is still pending and subjudiced.

AND WHEREAS inspite of pendency of the said probate proceedings the said Aparna Sur as the Executrix under the said Will is vested with the title over and in respect of the said 2 Cottah 14 Chittack 36 Sq.ft. of land comprised within Municipal Premises No. P-165, Regent Estate, Jadavpur, Kolkata, and is entitled to act and is acting the legal representative of the said

deceased within the meaning of Section 211 of the Indian Succession Act, 1925 and is thus entitled to enter into this Development Agreement with the developer over and in respect of the said 2 Cottah 14 Chittack 36 Sq.ft. of land equivalent to 2106 Sq.ft. as mentioned hereinbefore.

AND WHEREAS the said Sisir Ranjan Bhowmik did not make any provision in his said Will and Testament dated 14th January 1998 with regard to residual part of the said plot of land measuring 7 Cottah 1 Chittack 42 Sq.ft. equivalent to 5127 Sq.ft. or in respect of the rest and residue of his estate and for the reason thereof the Lessee hold interest in the said 7 Cottah 1 Chittack 42 Sq.ft. of plot of land comprised within Municipal Premises No. P-165, Regent Estate, Police Station – Jadavpur, Kolkata – 700092, devolved upon the Class I heirs and legal representatives of the said deceased on and from 27th May 2010 by virtue of the provisions as contained in Hindu Succession Act, 1956 in the manner as stated hereinafter.

AND WHEREAS as on the date of death of the said deceased he left behind his widow, Pranati Rani Bhowmik, two sons namely Ashoke Kumar Bhowmik and Anjan Bhowmik and two daughters namely Aparna Sur and Tapati Ghosh as his Class I heirs and legal representatives within the meaning of Hindu Succession Act, 1956 on whom the Lessee hold interest in plot of land measuring 7 Cottah 1 Chittack 42 Sq.ft. devolved by operation of law as contained in Hindu Succession Act, 1956 in their equal 1/5th undivided share of ownership therein.

AND WHEREAS on or about 30.11.2005 the said Pranati Rani Bhowmik died intestate leaving her said two daughters and two sons as her Class I heirs and legal representatives within the meaning of Hindu Succession Act, 1956 on whom the 1/5th undivided share of the Lessee hold interest in the said immovable property vested in their equal 1/4th share therein.

AND WHEREAS on or about 19th August 2018 the said Anjan Bhowmik died intestate leaving his wife, Smt. Suparna Bhowmik and one daughter, Smt. Rajarshi Bhowmik and one son, Akash Bhowmik as his Class I heirs and legal representatives who have inherited the estate left by the said Anjan Bhowmik including his aforesaid undivided share of Leasehold interest in the said plot of land measuring 7 Cottah 1 Chittack 42 Sq.ft. comprised within Municipal Premises No. P-165, Regent Estate, P.S. Jadavpur, Kolkata – 700092, in their equal share.

AND WHEREAS the said Suparna Bhowmik, Rajarshi Bhowmik and Akash Bhowmik have not joined in this Development Agreement in respect of their 1/4th undivided share of Leasehold interest in the said plot of land measuring 7 Cottah 1 Chittack 42 Sq.ft. for various weighty causes and reasons.

AND WHEREAS the Lessee herein namely Aparna Sur, Ashoke Kumar Bhowmik and Tapati Ghosh are desirous to enter into this Development Agreement with the developer in respect of the land measuring 2 Cottah 14 Chittack 36 Sq.ft. as exclusively bequeathed to Smt. Aparna Sur and in respect of 3/4th undivided share of Leasehold interest in the said residual

part of the plot of land measuring 7 Cottah 1 Chittack 42 Sq.ft. equivalent to 5 Cottah 5 Chittack 20.25 Sq.ft. equivalent to 3845.25 Sq.ft. setting apart the undivided share of Leasehold interest in respect of 1281.75 Sq.ft. have not joined in this Development Agreement.

AND WHEREAS in view of aforesaid this Development Agreement is entered into by and between the Lessee and the Developer over a plot of land measuring 2 Cottah 14 Chittack 36 Sq.ft. together with 5 Cottah 5 Chittack 20.25 Sq.ft. totaling 08 Cottah 04 Chittack 11 Sq.ft. equivalent to 5951.25 Sq.ft. out of the total land measuring 10 Cottah 33 Sq.ft. equivalent to 7233 Sq.ft. comprised within Municipal Premises No. P-165, Regent Estate, P.S. Jadavpur, Kolkata - 700092 as more fully and particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the "said plot of land".

AND WHEREAS for the purpose of development of the said plot of land by making construction thereon a multistoried building for residential purpose the Lessee have approached the developer and the developer has agreed to act as developer to develop the said plot of land for and/or on behalf of the Lessee on the terms, conditions and consideration as mentioned hereinafter.

AND WHEREAS the Lessee have represented to the developer that the said plot of land and every part thereof is free from all encumbrances, lien, lispendence, attachment or any defect in title and is free from any acquisition or requisition and the said Lessee are having the good marketable right and interest to transfer and alienate the same at a valuable

consideration and believing the said representation as true and correct and wholly relying thereon the developer has agreed to enter into this Development Agreement on the following terms, conditions and consideration as mentioned hereinafter.

AND WHEREAS the Developer has also adopted a resolution in the meeting of its Board of Directors held on 03.05.2019 to the extent that to enter into this Development Agreement in respect of the said plot of land shall be beneficial to the interest of the company and Mr. Ujjal Bose is hereby authorized to enter into this Development Agreement on behalf of the developer company.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

ARTICLE- I DEFINITIONS

1. LESSEE shall mean **SMT. APARNA SUR** wife of Sri. Pradip Narayan Sur, **SMT. TAPATI GHOSH** wife of Late. Jayanta Kumar Ghosh, and **SRI. ASHOKE KUMAR BHOWMIK** son of Late. Sishir Ranjan Bhowmick and all are at present residing at P-165, Regent Estate, P.S. and P.O Jadavpur, Ward- 96, Kolkata – 700092.

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 and writings regarding title of the said property.

4. PROPERTY (PREMISES) shall mean all that piece and parcel of homestead land measuring about 82% of the 10 Cottah 33 Sq.ft. equivalent to 08 Cottah 04 Chittack 11 Sq.ft. be the same a little more or less together with two storied brick built structure standing thereon lying and situated at the Premises No. P-165, Regent Estate, P.S. and P.O Jadavpur, Ward- 96, Kolkata - 700092 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 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 transferee of the flat in the building available for independent use and occupation for common facilities and the space required therefore.

8. LESSEE'S ALLOCATION: Lessee's Allocation shall mean Lessee No. 1 will get one 1100 Sqft more or less flat on the Northern portion of the 1st floor and two 1050 Sqft more or less flat each on the Southern portion of the 2nd floor including three car parking space (110 Sqft each) on the ground floor, Lessee No. 2 will get one 1100 Sqft more or less flat on the Northern portion of the 3rd floor including one car parking space (110 Sqft) on the ground floor and Lessee No. 3 will get one 1100 Sqft more or less flat of the Northern portion on the 2nd floor including one car 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.

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

10. ARCHITECT/LBS 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. TRANSFeree 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 Lessee hereby declare that they are the 82% Lessee of the total land area of 10 Cottah 33 Sq.ft. equivalent to 08 Cottah 04 Chittack 11 Sq.ft. more or less of the said 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 Leasehold right interest and position of the said premises to enter into the Agreement with the said Developer.

2. The Lessee hereby declare that to the best of their 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 Lessee 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 Lessee 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 Lessee 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 Lessee's interest in the flat to be allotted to the Lessee.

2. The Lessee shall at the cost of the Developer from time to time at anytime submit and/or join with the Developer as the Lessee of the said 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 24 months from the date of the sanction of the building plan, subject to getting clear vacant possession of the existing building of the Lessee for demolition and commencement of construction of the said premises.

3. The Developer shall for and on behalf of the Lessee take all such permissions from the competent authorities and approvals in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The Lessee 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 and submitted by or in the name of the Lessee 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 Lessee 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 Lessee 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 Lessee 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 transferee or transferees of flats, garages, shops, office in the said proposed building excepting Lessee's Allocation.

ARTICLE - IV: CONSIDERATION

1. In consideration of the Lessee 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 Lessee as per Article 1.8 of the proposed building complete 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.

ARTICLE - V: PROCEDURE

1. The Lessee 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 Lessee 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 transferees 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 Lessee having received the Lessee's Allocation fully and satisfactorily/lawfully, if the Lessee is 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 the deed of transfer of the Developer's Allocation in favour of itself or in favour of the intending transferees, 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 Lessee shall not be in a position to object to such registration of deed of transfer under any circumstances. The Power of Attorney to be granted by the Lessee herein.

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 Lessee'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/LBS 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 Third Schedule hereunder within a period of two years from the date of obtaining

sanction of the plans and such period may be extended mutually. Lessee 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, 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 Lessee shall be entitled to transfer or otherwise deal with only the Lessee'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 the Developer's Allocation subject to the conditions mentioned in Article 6.1 above and the Lessee 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 Lessee for which purpose the Lessee 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 Lessee or the Lessee's Allocation.

6. The Developer shall be authorised in the name of the Lessee 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 Lessee shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Lessee 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 Lessee, 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 transferees of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Lessee shall in no way be responsible and or liable for the same.

ARTICLE - VII: AUTHORITY

1. The Lessee and the Developer shall jointly be entitled to Transfer or otherwise Deal with the flat and/or apartments and/or other transferable 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 Lessee for which the Lessee hereby irrevocably 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 transfer and to sign transfer deeds, jointly with the Lessee in favour of the prospective transferees to make affidavits and declaration to apply for electric connection sewerage and the rainage 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, Lessee 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 transfer flat/flats or apartments and/or any other transferable space or spaces or any portion from and out of the Lessee's Allocation in the said building which the Developer agrees to make delivery of possession to the Lessee as consideration of the said leasehold property 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 Lessee.

2. Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the Lessee'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 seven days notice in writing to the Lessee requesting the Lessee to take possession of the Lessee's Allocation in the said building agreed to be provided as consideration of the leasehold 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 Lessee's Allocation and the said rates are to be apportioned pro-rata basis with reference to the transferable space in the building. It is further agreed that the Developer shall deliver possession to the intending transferee only after delivery of possession to the Lessee (within seven days notice) of the Lessee's allocated portion complete in all respect as per terms of this Agreement.

3. The Lessee 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 Lessee 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: LESSEE'S OBLIGATION

1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Lessee do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from transferring or assigning of the flat/flats or apartment and/or any other transferring 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 Lessee 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 leasehold land in the said premises.

3. The Lessee do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge any portion 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 Lessee 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 24 months from the date of sanction of building plan unless prevented by force majeure.

2. The Developer hereby agrees and covenants with the Lessee 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 Lessee not to do any act, deed, or thing whereby the Lessee is prevented from enjoying,

transferring and/or assigning of the Lessee'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 Lessee 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 Lessee to take his possession within seven days of their allocation in the newly constructed building, and after seven days from receipt of the said notice by the Lessee, if the Lessee fails to take possession of the Lessee's 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 transferee or transferees.

ARTICLE - XI: MISCELLANEOUS

1. That before demolition of the existing building standing thereon the Developer will accommodate temporarily for the two Lessees No. 2 and 3 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 Lessee's allocated portion in the newly

constructed building. The Lessee 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 Lessee 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 Lessee and various applications and other documents may be required to be signed or made by the Lessee relating to which specific provisions may not have been mentioned herein, the Lessee hereby undertakes to do all such acts, deeds, matters and things which do not in anyway infringe the rights of the Lessee and/or against the spirit of these presents.

4. If at any time, the Lessee 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 Lessee 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 Lessee'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 Lessee if delivered by hand or sent by registered post to the Lessee at all the addresses of the Lessee mentioned herein.

6. The Developer and the Lessee shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Lessee 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 the Lessee shall at the request of the Developer execute and register appropriate transfer deeds 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.

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 Lessee's mentioned herein above.

ARTICLE - XIV: ARBITRATION

8.1 Any dispute or different between the parties arising out of the meaning of construction or import of this agreement or their rights and liabilities hereunder shall be adjudicated by reference to the arbitration of the Ld. Sole Arbitrator- Mr. Sabyasachi Sen, Advocate of No. 6A, Kiran Shankar Roy Road, Kolkata- 700001, and his decision shall be final and binding upon the parties and the Arbitrator shall hold the meeting of the arbitral reference at his aforesaid office and the provisions of the Arbitration & Conciliation Act, 1996 and its statutory modification or re-enactment thereof in force from time to time.

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 hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT a plot of land measuring 08 Cottah 04 Chittack 11 Sq.ft. together with two storied stories brick built residential house comprised within Municipal Premises No. P-165, Regent Estate P.S. and P.O Jadavpur, under the Kolkata Municipal Corporation Ward No. 96, Sub-Registry Office - Alipore, Kolkata- 700092, having covered area on the ground floor - 900 Sq.ft., first floor - 900 Sq.ft., and butted and bounded by:

North : By Premises No. 163, Regent Estate;
East : KMC Road;
South : KMC Road;
West : By Premises No. 166, Regent Estate;

THE SECOND SCHEDULE ABOVE REFERRED TO:

Subject to the provision as contained in Article X clause 5 hereof and 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:

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 Green stone slab and glazed tiles upto 2' above the counter. Steel sink with one tap and one low height tap 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 mm hot pressed water proof, phenol bonded flush doors along with one 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 windows.

ELECTRICAL:

"FINOLEX" or "HAVELL'S" make wiring with 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 Lessee at Kolkata

in the presence of:

1. Pradip Narayan Sun
1/2 Regent Colony
Pin no. 700040

Aparna Sen.

Yapati Ghosh

2. Pritha Sun
1/2, Regent Colony (N.S.C. Box Road)
Kolkata - 700040

Arhoo Kumar Bhowmik

SIGNATURE OF THE LESSEE

SIGNED SEALED AND DELIVERED

by the within named Developer at Kolkata

in the presence of:

1. Pradip Narayan Sun
1/2 Regent Colony
Pin no 700040

U.S. DEVELOPERS PVT. LTD.

Ujjal Bose
(UJJAL BOSE)
Director

2. Pritha Sun

1/2, Regent Colony (N.S.C. Box Road)
Kolkata - 700040 .

SIGNATURE OF THE DEVELOPER

Drafted by me .

Gautam Bose
Advocate

MO/745/80.

At present Police Court
tent. 27



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

NAME APARNA SUR
SIGNATURE Aparna Sur



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

NAME TAPATI GHOSH
SIGNATURE Tapati Ghosh



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

NAME ASHOKE KR BHOWMICK
SIGNATURE Ashoke Kumar Bhowmick



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

NAME UJJAL BOSE
SIGNATURE Ujjal Bose

Major Information of the Deed

Deed No.:	I-1902-02571/2019	Date of Registration	19/06/2019
Query No / Year	1902-0000805559/2019	Office where deed is registered	
Query Date	27/05/2019 1:01:47 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	ABHAY PADA DAS 26, K P LANE, Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, PIN - 700026, 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]		
Set Forth value.	Market Value		
Rs. 2/-	Rs. 3,09,17,879/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Regent Estate, Premises No: P165, , Ward No: 096 Pin Code : 700092






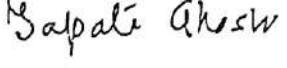



Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Commercial use	8 Katha 4 Chatak 11 Sq Ft	1/-	2,41,67,879/-	Property is on Road Adjacent to Metal Road,
Grand Total :				13.6377Dec	1 /-	241,67,879 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3600 Sq Ft.	1/-	67,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1800 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1800 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3600 sq ft	1 /-	67,50,000 /-	

And Lord Details :

Name, Address, Photo, Finger print and Signature

No	Name	Photo	Finger Print	Signature
1	<p>Smt APARNA SUR Wife of Shri PRADIP NARAYAN SUR Executed by: Self, Date of Execution: 13/06/2019 , Admitted by: Self, Date of Admission: 13/06/2019 ,Place : Office</p>			
		13/06/2019	LTI 13/06/2019	13/06/2019
<p>P - 165, REGENT ESTATE, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: BKIPS4358E, Status :Individual, Executed by: Self, Date of Execution: 13/06/2019 , Admitted by: Self, Date of Admission: 13/06/2019 ,Place : Office</p>				
2	<p>Smt TAPATI GHOSH Wife of Late JAYANTA KUMAR GHOSH Executed by: Self, Date of Execution: 13/06/2019 , Admitted by: Self, Date of Admission: 13/06/2019 ,Place : Office</p>			
		13/06/2019	LTI 13/06/2019	13/06/2019
<p>P - 165, REGENT ESTATE, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AROPG9800D, Status :Individual, Executed by: Self, Date of Execution: 13/06/2019 , Admitted by: Self, Date of Admission: 13/06/2019 ,Place : Office</p>				
3	<p>ASHOKE KUMAR BHOWMICK Son of Late SISHIR RANJAN BHOWMIK Executed by: Self, Date of Execution: 13/06/2019 , Admitted by: Self, Date of Admission: 13/06/2019 ,Place : Office</p>			
		13/06/2019	LTI 13/06/2019	13/06/2019
<p>P - 165, REGENT ESTATE, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: BPOP0128N, Status :Individual, Executed by: Self, Date of Execution: 13/06/2019 , Admitted by: Self, Date of Admission: 13/06/2019 ,Place : Office</p>				

Developer Details :




Name, Address, Photo, Finger print and Signature

U S DEVELOPERS PRIVATE LIMITED




103, MONOHAR 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 :

Name, Address, Photo, Finger print and Signature

Sl No	Name	Photo	Finger Print	Signature
1	Shri UJJAL BOSE (Presentant) Son of Late ANIL KUMAR BOSE Date of Execution - 13/06/2019, , Admitted by: Self, Date of Admission: 13/06/2019, Place of Admission of Execution: Office	 Jun 13 2019 3:46PM	 LTI 13/06/2019	 13/06/2019
103, MONOHAR 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	Photo	Finger Print	Signature
Mr ABHAY PADA DAS Son of Late S DAS 26, K P LANE, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026	 13/06/2019	 13/06/2019	 13/06/2019
Identifier Of Smt APARNA SUR, Smt TAPATI GHOSH, ASHOKE KUMAR BHOWMICK, Shri UJJAL BOSE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt APARNA SUR	U S DEVELOPERS PRIVATE LIMITED-4.5459 Dec
2	Smt TAPATI GHOSH	U S DEVELOPERS PRIVATE LIMITED-4.5459 Dec
3	ASHOKE KUMAR BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-4.5459 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt APARNA SUR	U S DEVELOPERS PRIVATE LIMITED-600.00000000 Sq Ft
2	Smt TAPATI GHOSH	U S DEVELOPERS PRIVATE LIMITED-600.00000000 Sq Ft
3	ASHOKE KUMAR BHOWMICK	U S DEVELOPERS PRIVATE LIMITED-600.00000000 Sq Ft

Endorsement For Deed Number : I - 190202571 / 2019

On 04-06-2019

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 3,09,17,879/-

Tushar Kanti Mandal

Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 13-06-2019

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

Presented for registration at 14:50 hrs on 13-06-2019, at the Office of the A.R.A. - II KOLKATA by Shri UJJAL BOSE

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

Execution is admitted on 13/06/2019 by 1. Smt APARNA SUR, Wife of Shri PRADIP NARAYAN SUR, P - 165, REGENT ESTATE, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Retired Person, 2. Smt TAPATI GHOSH, Wife of Late JAYANTA KUMAR GHOSH, P - 165, REGENT ESTATE, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife, 3. ASHOKE KUMAR BHOWMICK, Son of Late SISHIR RANJAN BHOWMIK, P - 165, REGENT ESTATE, P.O: JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Retired Person

Indetified by Mr ABHAY PADA DAS, , Son of Late S DAS, 26, K P LANE, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Business

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

Execution is admitted on 13-06-2019 by Shri UJJAL BOSE, Director, U S DEVELOPERS PRIVATE LIMITED (Private Limited Company), 103, MONOHAR PUKUR ROAD, P.O:- SARAT BOSE ROAD, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Indetified by Mr ABHAY PADA DAS, , Son of Late S DAS, 26, K P LANE, P.O: KALIGHAT, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- , I = Rs 55/- , M(a) = Rs 21/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/06/2019 3:13PM with Govt. Ref. No: 192019200021659431 on 06-06-2019, Amount Rs: 101/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1725065001 on 06-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-,
by online = Rs 74,920/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 8619, Amount: Rs.100/-, Date of Purchase: 12/06/2019, Vendor name:
Subhankar Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/06/2019 3:13PM with Govt. Ref. No: 192019200021659431 on 06-06-2019, Amount Rs: 74,920/-, Bank:
ICICI Bank (ICIC0000006), Ref. No. 1725065001 on 06-06-2019, Head of Account 0030-02-103-003-02

Tushar Kant Mandal

Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 19-06-2019

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.

Tushar Kant Mandal

Tushar Kanti Mandal
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2019, Page from 96406 to 96455

being No 190202571 for the year 2019.



Tushar Kanti Mandal

Digitally signed by TUSHAR KANTI
MANDAL
Date: 2019.06.27 16:14:02 +05:30
Reason: Digital Signing of Deed.

(Tushar Kanti Mandal) 6/27/2019 4:13:55 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)