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Certified that the document is admitted to registration. The requisite sheet/s and the endorsement sheet attached with the document are the part of this document.

[Signature]

Asst. Dist. Sub-Registrar
 Alipore, South 24 Parganas

15 MAY 2014

DEVELOPMENT AGREEMENT

ARTICLES OF AGREEMENT made this 2nd day May of 2014 BETWEEN (1) SRIJIT KUMAR ROY CHOWDHURY, PAN- AFPPR1028B (2) TRISHIT KUMAR ROY CHOWDHURY, PAN- APFPC4264E both residing at 160-B, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata- 700 025, (3) BANDANA RAY CHAUDHURY, PAN- ARJPR4127 wife of Late. Nakshatra Kumar Ray Chaudhury, (4) SOMAK RAY CHAUDHURY, PAN- AATPR9700K son of late Nakshatra Kumar Ray Chaudhury, both residing at 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata - 700 025 (5) SUKANYA CHOUDHURY, wife of Sri. Bhaskar Choudhury and daughter of Late. Nakshatra Kumar Ray Chaudhury, residing at 29, The Spinney, Tonbridge, Kent TN9 2QQ, United Kingdom, (6) NUPUR ROY CHAUDHURY, PAN- AHSPC9993K wife of late Nishith Kumar Roy Chaudhuri, (7) SAURABH ROY CHAUDHURY, PAN- AFBPC1746F son of Late. Nishith Kumar

U.S. DEVELOPERS PVT. LTD.

[Signature]

(UJJAL Bose)
 Director

Roy Chaudhuri, both residing at 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata- 700 025, ~~(8)~~ SABORNA ROY CHOWDHURY, daughter of Late. Nishith Kumar Roy Chaudhuri, residing at 7419, Baldwin Crossing, Sugarland, Texas 77479, USA, ~~(9)~~ PULAK KUMAR ROY CHOWDHURY, PAN- AVPPR8259J son of Late. Shanti Kumar Ray Chaudhury, residing at 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata- 700 025, ~~(10)~~ BULBUL ROY CHOWDHURY, PAN- AYCPC2055K widow of Late. Tilak Kumar Roy Chowdhury and grand daughter-in-law of Late. Shanti Kumar Ray Chaudhury, residing at 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata- 700 025, ~~(11)~~ SAMBIT ROY CHOWDHURY, son of Late. Tilak Kumar Roy Chowdhury and grandson of Late. Shanti Kumar Ray Chaudhury, residing at Apartment No. 208, Riemerfeldring 985748, Garching b, Muenchen, Deutschland, ~~(12)~~ SWARALIPi ROY CHOWDHURY daughter of Late. Tilak Kumar Roy Chowdhury and granddaughter of Late. Shanti Kumar Ray, residing at 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata- 700 025 hereinafter jointly referred to as the Owners (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART;

AND

U. S. DEVELOPERS PVT. LTD a Registered Company incorporated under the relevant provisions of the Companies Act, 1956, PAN- AAACU8610P having its office at 103, Monohar Pukur Road, P.S. Lake, Kolkata: 700 029, being represented by its Director namely SRI. UJJAL BOSE son of Late A. K. Bose, by religion Hindu, by occupation Business, at present residing at 103, Monohar Pukur Road, Police Station: Lake, Kolkata-700 029, herein after called the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said company for the time being in force with its successor or successors-in-interest and assigns) of the OTHER PART.

WHEREAS one Sarat Chandra Roy Choudhury, who during his lifetime was a Hindu governed by the Bengal School of Hindu Law, was during his lifetime seized and possessed of and/or otherwise well and sufficiently entitled to All That piece and parcel of revenue free land containing an area of 1 Bigha 14 Chittacks 43 Square Feet be the same a little more or less together with partly two storied and partly three storied brick built building thereon situate lying at and being premises No. 160, Bakul Bagan Road, Mouza- Chakrabere in Government Estate Dihi



Panchannagram, Police Station - Bhowanipore, District the then 24- Parganas in the town of the then 24-Parganas (hereinafter referred to as the **said premises**).

AND WHEREAS the said Sarat Chandra Roy Choudhury died intestate on 15th June, 1939 leaving him surviving his four sons, namely Shanti Kumar Roy Chaudhury, Preeti Kumar Ray Chaudhury, Tripti Kumar Ray Chaudhury and Smriti Kumar Ray Chaudhury, who according to the prevailing Hindu Law became his heirs and legal representatives and entitled to jointly owned the premises in equal shares.

AND WHEREAS by a Deed of Partition dated 6th January, 1953 the said premises No. 160, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025 was partitioned by rnetes and bounds and the document was registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 17, Pages _____ to 277, Being No. 692 for the year 1953 and by the document the said premises No. 160, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata - 700 025 was divided and demarcated as follows :-

- I. An area containing 4 Cottahs 5 Chittacks 22 Square Feet be the same little more or less being the demarcated portion of the said premises was allotted to Shanti Kumar Ray Chaudhury absolutely and forever to the exclusion of the other three sons as indicated in the said Deed of Partition dated 6th January, 1953.
- II. Piece and parcel of land containing an area of 4 Cottahs 3 Chittacks 27 sq. ft be the same little more or less was allotted to Tripti Kumar Ray Chaudhury absolutely and forever to the exclusion of others as indicated in the map and plan annexed to the said Deed of Partition dated 6th January, 1953.
- III. Piece and parcel of land containing an area of 4 Cottahs 5 Chittacks 40 Square Feet be the same little more or less was allotted to Preeti Kumar Ray Chaudhury absolutely and forever to the exclusion of other brothers as indicated in the map and plan annexed to the said Deed of Partition dated 6th January, 1953.
- IV. Piece and parcel of land containing an area of 4 Cottahs 2 Chittacks 35 Square Feet be the same little more or less was allotted exclusively to Smriti Kumar Ray Chaudhury absolutely and forever to the exclusion of the other brothers as indicated in the map and plan annexed to the said Deed of Partition dated 6th January, 1953.

V. A strip of land containing an area of 1 Cottah 7 Chittacks 35 Square Feet has been owned and was kept as common passage by and between the said Shanti Kumar Ray Chaudhury and Tripti Kumar Ray Chaudhury as mentioned in the Deed and shown in the map or plan annexed to the said Deed of Partition dated 6th January, 1953.

AND WHEREAS the portions so allotted under the said Deed of Partition dated 6th January, 1953 to the said four brothers were separated and mutated by the Kolkata Municipal Corporation as Premises Nos. 160-A, 160-B, 160-C and 160-D, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata- 700 025, which were allotted to Preeti Kumar Ray Choudhury, Tripti Kumar Ray Chaudhury, Shanti Kumar Ray Chaudhury and Smriti Kumar Ray Chaudhury respectively.

AND WHEREAS Shanti Kumar Ray Chaudhury died intestate on 07/12/1961 leaving him surviving his four sons, Nakshatra Kumar Ray Chaudhury, Nishith Kumar Ray Chaudhuri, Pulak Kumar Ray Chowdhury, Tilak Kumar Ray Chaudhury and two daughters Sipra Ray and Chandra Ray Chaudhury as his only legal heirs, who upon his death being jointly entitled to Premises No. 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025.

AND WHEREAS by a Deed of Release dated 11th August, 1981 Smt. Sipra Ray as the Releasor of the One Part and Nakshatra Kumar Ray Chaudhury, Nishith Kumar Ray Chaudhuri, Pulak Ray Chaudhury and Tilak Ray Chaudury therein jointly referred to as the Releasees of the Other Part, released her interest in Premises No. 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata -700 025 in favour of Nakshatra Kumar Ray Chaudhury, Nishith Kumar Ray Chaudhuri, Pulak Ray Chaudhury, Tilak Ray Chaudhury as her right, title and interest in the said Premises No. 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata - 700 025 absolutely and forever and the said document was registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 331, Pages 243 to 246, Being No. 6980 for the year 1981. As a result, the said Sipra Ray did not have any further interest in Premises No. 160-C, Bakul Bagan Road, Police Station -Bhowanipore, Kolkata-700 025.

AND WHEREAS Nakshatra Kumar Ray Chaudhury died intestate on 09/08/2003 leaving him surviving his wife, Bandana Ray Chaudhury, son Somak Ray Chaudhury and only daughter Sukanya Choudhury as his only heirs and legal

representatives, who became entitled to his interest in Premises No. 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025 on his demise.

AND WHEREAS Nishith Kumar Ray Chaudhuri died intestate on 11/12/1991 leaving him surviving his wife Nupur Roy Chaudhury, son Saurabh Roy Chaudhury and daughter Saborna Roy Chowdhuryas his only heirs and legal representatives, who became entitled to his share in Premises No. 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025.

AND WHEREAS Chandra Roy Chowdhury, spinster daughter of Shanti Kumar Roy Chaudhury died intestate on 30/01/2006 and as a result, her two brothers, namely, Tilak Kumar Roy Chowdhury and Pulak Kumar Roy Chowdhury became entitled to her share in premises No.160- Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025.

AND WHEREAS Tilak Kumar Roy Chowdhury, son of Shanti Kumar Roy Chaudhury died intestate on 19/09/2013 as a result of which his wife Bulbul Roy Chowdhury together with his son Sambit Roy Chowdhury and daughter Swaralipi Roy Chowdhury became entitled to the interest of Tilak Kumar Roy Chowdhury absolute and forever in premises No. 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata -700 025.

AND WHEREAS Tripti Kumar Ray Chaudhury also died intestate on 02/12/1987 leaving him surviving his two sons, namely, Srijit Kumar Roy Chowdhury and Trishit Kumar Roy Chowdhury. As a result, has heirs and legal representatives, who upon his death became jointly entitled to premises No. 160-B, Bakul Bagan Road, Police Station -Bhowanipore, Kolkata - 700 025.

AND WHEREAS the said Bandana Ray Chaudhury, Somak Ray Chaudhury and Sukanya Choudhury as heirs of late Nakshatra Kumar Ray Chaudhury and Nupur Roy Chaudhury, Saurabh Roy Chaudhury and Saborna Roy Chowdhury as heirs of late Nishith Kumar Ray Chaudhuri, Smt. Bulbul Roy Chowdhury, Sambit Roy Chowdhury and Swaralipi Roy Chowdhury as heirs of Tilak Roy Chowdhury and Pulak Kumar Roy Chowdhury became jointly entitled to premises No. 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025 free from all encumbrances, charges, liens, lispendens. Similarly Srijit Kumar Roy Chowdhury and Trishit Kumar Roy Chowdhury as heirs and legal representatives of late Tripti

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Kumar Ray Chaudhury became entitled all that the said premises No. 160-B, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025 absolutely and forever. M) The owners of premises Nos. 160-B and 160-C, Bakul Bagan Road, Police Station- Bhowanipore, Kolkata- 700 025 more particularly described in the Schedule hereunder written, are desirous in developing the said premises Nos. 160-B and 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025 together with proportionate right in any means of access as enumerated in the Deed of Partition dated 5th January, 1953 are desirous of having the said property developed through the Party hereto of the Other Part on the terms and conditions hereinafter mentioned.

AND WHEREAS for the time being parties have entered into an Agreement with the Party hereto of the Other Part for development of premises Nos. 160-B and 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025 on the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. DEFINITIONS:

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings: -

ARCHITECT - The Party hereto of the Other Part shall be entitled to appoint person or persons as the architect for construction of a new building and cost of such appointment of architect and his fees shall be payable by the Developer hereto of the Other Part.

CAR PARKING SPACE - shall mean all the spaces in the portions at the ground floor level, whether open or covered, of the New Building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES - shall mean and include corridors, hallways, stairways, internal and external passages, passageways, pump house, roof of the New Building excluding the signage for the project and other spaces to be reserved by the Developer and the Owners, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, if any, Effluent Treatment Plant, Fire Fighting systems and other facilities in the New

Building, which may be decided by the Developer in its discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the New Building as are mentioned in the **Second Schedule** hereunder written.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Third-Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge for the new building.

COMMON PURPOSES- shall mean and include the purpose of managing, maintaining and up keeping the New Building as a whole and in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

COMPLETION NOTICE - shall mean the notice contemplated in clause 13.1 below.

DATE OF COMMENCEMENT OF LIABILITY- shall mean the date on which Owners/transferees of the units take actual physical possession after they receive the Clearance Certificate from KMC of their allocation/unit after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.

DEPOSITS/EXTRA CHARGES/TAXES- shall mean the amounts specified in the **Fourth Schedule** hereunder to be deposited/paid by the Owners or their respective transferees as the case may be /transferees of the units, to the Developer.

DEVELOPER'S ALLOCATION - shall mean the 35% (Thirty-five percent) of the constructed area except the entire first floor of the New Building to comprise in

various flats, units, apartments and/or constructed spaces of the buildings to be constructed on the said Property TOGETHER WITH the share in the same proportion in car parking spaces (open and covered) AND TOGETHER WITH the undivided proportionate impartible part or share in the Said Property attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities save and except the Owner's Allocation.

GROUP OF OWNERS- shall mean the group of co-owners of each of the existing premises nos. 160B and 160C, Bakul Bagan Road, Kolkata -700 026.

MAINTENANCE-IN-CHARGE- shall mean any company incorporated under the Companies Act, 1956 or any Association or a Committee as may be formed by Developer in consultation with the Owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer and the Owners not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the New Building by the Developer to such body. Maintenance charges in respect of the new construction shall be as may be determined by the parties subsequently and such payment shall include Municipal Taxes and other outgoings including maintenance. The Developer shall be responsible for the management, maintenance and administration of the new building so far as it allocation is concerned or the Owners themselves jointly with the transferees from the Developer shall form an Association for the maintenance of the property and its facilities so that the new construction is maintained property.

NEW BUILDING - shall mean the multi storied building with open areas to be constructed, erected and completed by the Developer in terms of this Agreement and the Plan.

It has been represented by the Developer to the owners that in the area available it may be payable to built up a new construction with a multi storied building with open areas to be erected, completed and handed over by the Developer to the Owners as per terms that may be agreed by and between the parties.

Primarily it has been agreed that the new construction shall be a construction of multi storied building out of which the Ground shall be for the purpose of parking as the architect may design, which shall also consists of common areas, facilities and

amenities and after the said plan is prepared by the architect of the Developer the said plan shall be signed by the parties hereto as Owners thereof and submitted to the Kolkata Municipal Corporation for sanction. All expenses relating to preparation and sanction of the plan shall be borne by the Party hereto of the Other Part.

OWNERS' ALLOCATION - It is agreed by and between the parties that 65% of the constructed area including the entire first floor of the New Building to comprise of various flats, units, apartments and/or constructed spaces of the buildings on the Said Property TOGETHER WITH the share in the same proportion in car parking spaces (open and covered) AND TOGETHER WITH the undivided proportionate impartible part or share in the Said Property attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities. The division of the said Owners' Allocation amongst the Owners interest is recorded hereunder AND TOGETHER WITH Rs. 30,00,000/- (Rupees Thirty Lacs) only to be paid as Premium amount and Rs. 10,00,000/- (Rupees Ten Lacs) only as Security Deposit of which Rs. 10,00,000/- (Rupees Ten Lacs) only the Security Deposit and Rs. 10,00,000/- (Rupees Ten Lacs) only as Premium amount will be paid at the time of signing of this Agreement and the balance amount will be paid at the time of handing over possession of the existing building to the Developer by the Owners. The Security Deposit will be refunded without any interest by the Owners to the Developer on or before taking possession of the newly constructed building.

Parties have agreed that the allocation of the Owners jointly shall be 65% of the sanctioned area (including the entire first floor) and that of the Developer shall be 35%, of the sanctioned area (excluding the entire first floor) but the actual allocation shall be made before the plan is sanctioned by the Kolkata Municipal Corporation. Further, the Owners of Premises No. 160B jointly undertake that they will willingly forfeit 400 sq ft built up area from their share in favour of the Owners of 160C Bakul Bagan Road, Kolkata - 700 025.

However, in the event of an inclusion of another adjacent property in future, resulting in an increased FAR, which benefits the Owners of 160C with an area of 400 sq ft built up or more, the Owners of 160C Bakul Bagan Road will be liable to return the same area of 400 sq ft. built up to the Owners of 160B Bakul Bagan Road, Kolkata - 700025.

It will be open to the Owners to buy out from the Developer at the prevailing market rate, a reasonable super built up area, which is allocated to the Developer (before the



sanction of the plan) but the payment for the said transaction will be made in between parties only after the plan is sanctioned by the KMC, and in case such a request is made, the Developer shall (before the property being sold to any other person) offer the same to the Owners provided the Developer has not already entered into any Agreement with any other Purchasers from his allocation (Developer's share) for sale.

If any other properties are included in future then the Owners of 160C and 160B will gain accordingly vide clause 7.17 of this Agreement and will have the right unless they are satisfied with the then terms and conditions.

PLAN - shall mean the plan to be sanctioned by Kolkata Municipal Corporation or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning authorities at the Developers own cost.

Once the plan is sanctioned showing the actual allocation floor-wise to the Owners and the Developer, and also specifying the materials to be used for making the new construction as mentioned in the Fifth Schedule, both the parties should mutually give their consent and put their signatures on the plan mentioned above.

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the New Building provided that where it refers to the share of the Owners in the New Building, shall mean 65% and where it refers to the share of the Developer in the New Building, shall mean 35%.

SAID LAND - shall mean All That the piece and parcel of land containing an area of 10 Cottahs 39 sq.ft. totaling to 7239 sq ft, be the same a little more or less situate lying at and being remises nos. 160B and 160C, Bakul Bagan Road, Kolkata comprised in Mouza Chakrabere in Government Estate Dihi Panchannagram, Police Station Bhawanipore within the limits of Kolkata Municipal Corporation more fully and particularly mentioned and described in the **First Schedule** hereunder written.

Total land available would be an area of 10 Cottahs 39 sq.ft. totaling to 7239 sq ft as is detailed in the Schedule hereunder written being the total area of premises No.



160-B, and 160 C, Bakul Bagan Road, Police Station - Bhowanipore, Kolkata - 700 025, which will be available for obtaining a sanction of a new plan together with the common area as defined in the Deed of Partition dated 5th January, 1953, which is also enumerated in Part - II of the Schedule hereunder written.

SAID PROPERTY - shall mean the said land and all the structures or buildings erected thereon.

SAID SHARE - shall mean the undivided proportionate indivisible part or share in the Said Property attributable to either party's allocation as in the context would become applicable.

SPECIFICATION - shall mean the specification for the said New Building as mentioned in the **Fifth Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS - shall mean the documents of title of the Owners in respect of the said property.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

It is agreed and recorded that all documents relating to transfer / any part or portion of the property being the new building shall maintain uniformity in respect of the stipulations, covenants terms and conditions for the use and occupation.

TRANSFeree/PURCHASER- according to the context shall mean all the prospective or actual transferees who would agree to acquire any Unit or shall have acquired any Unit in the New Building and for all unsold Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words therein', thereof, 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or clause thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, notification, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. OWNERS' REPRESENTATIONS:

3.1 The Owners have represented and warranted to the Developer as follows:-

- (a) The Owners are seized and possessed of and well and sufficiently entitled to the said property. No person other than the Owners has any right, title and/or interest, of any nature whatsoever in the said property or any part thereof.
- (b) The Owners have satisfied the Developer about their title in respect of the said property based on the documents furnished and representations made by the Owners. The Owners shall make out a marketable title in respect of the said land



and shall answer all questions which may be raised by any bank or financial institutions.

(c) The Owners shall not do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said New Building or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said land or the project.

(d) The said land or any part thereof is, so far as the Owners are aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the said land is not attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(e) No suit and/or any other proceedings and/or litigations are pending against the Owners in respect of the said land or any part thereof and that the said land is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners in respect of the said land and the Developer should check and agree while signing and in respect whereof the Owners may become liable to indemnify the Developer and as far as the Owners and the Developer are aware there are no facts likely to give rise to any such proceedings.

(f) The Owners have full right, power and authority to enter into this Agreement.

(g) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.

(h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute.

4. DEVELOPER'S REPRESENTATION: The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction



and development of real estate and has sufficient infrastructure and expertise in this field.

5. COMMENCEMENT:

5.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

6. AUTHORITY TO ENTER:

6.1 It will be the discretion of the Developer to have the premises No. 160-B and 160-C, Bakul Bagan Road, Police Station - Bhowanipore, Kolata - 700 025 amalgamated together with the common areas as specified in the Schedule hereunder written and the Owners shall cooperate with the Developer for making any application, if necessary and shall also if necessary give Power of Attorney to the Developer to act on behalf of the Owners for doing the act in obtaining the sanction or for amalgamation as may be necessary.

6.2 Simultaneously with the execution of this agreement, the Owners have, in part performance hereof, allowed the Developer exclusive and free license to enter the said property as a Developer for carrying out the works for development. The physical vacant possession shall be made over in the manner stated hereunder.

7. STEPS FOR DEVELOPMENT OF THE SAID PROPERTY

7.1 The Parties have mutually decided the scope of the Project, that is, the development of the said property by demolishing the existing building and by construction of the New Building thereon, and commercial exploitation of the New Building. The Developer has conceptualized the project to be residential.

7.2 The Party hereto of the Other Part shall not have any liability in respect of the property until possession thereof is delivered by the Owners to the Developer as stated hereunder.

7.3 In consideration of the Developer agreeing to construct complete and deliver as per agreed specification the Owners' Allocation, the Owners agree to transfer their

proportionate undivided share in the Said Land attributable to the Developer's Allocation to the Developer or its nominee or nominee in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the Said Land.

7.4 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the Said Land by (1) amalgamating the said two premises being nos. 160B and 160C, Bakul Bagan Road, Kolkata and the passage (2) demolishing the existing buildings on the said two premises (3) constructing the New Building at its own cost, (4) dealing with the spaces in the New Building with corresponding undivided proportionate share in the Said Land and according to the respective allocations.

7.5. All expenses relating to preparation of the plan and having the same sanctioned as also the cost of construction of the entire premises shall be that of the Developer and the Owners shall not be responsible in any way to meet any expenses in respect of the facet of work.

7.6 The Developer shall be entitled to develop the said land by amalgamating the two existing premises and the passage between Premises Nos. 160B and 160C, Bakul Bagan Road at its own cost. The Owners shall sign and execute such deeds or documents or applications as the Developer may desire for the purpose of amalgamating the said properties.

7.7 The Developer shall have the names of the present Owners in respect of Premises Nos. 160-B and 160-C, Bakul Bagan Road, Police Station -Bhowanipore, Kolkata- 700 025 mutated in the records of the Kolkata Municipal Corporation at their own costs.

7.8 If any "no objection" is required to be obtained from the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, upon an application being made by the Owners, the Developer shall obtain it at its costs and expenses.

7.9 All outgoing in respect of the property hereby agreed to be developed shall be on account of the Owners up to the date when the possession is handed over to the Developer, but all subsequent rates, taxes and outgoing in respect of the property until the Completion Certificate shall be that of the Developer.



7.10 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:

- a) enter upon and use the said Premises for the purposes of development of the said Premises by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
- b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities herein agreed to be provided;
- c) carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the development work;

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising there from.

7.11 The Developer shall have the names of the Owners duly mutated in the records of the Kolkata Municipal Corporation at its costs and expenses.

7.12 The Developer shall at its own costs and expenses prepare the plan for the New Building taking into consideration as far as practicable the requirements of the Owners and shall upon approval by the Owners, have the same sanctioned by Kolkata Municipal Corporation or from the sanctioning authority for the time being at its costs and expenses as expeditiously as possible and within six months from the date of submission thereof.

7.13 All permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan and for commencement of construction would be obtained by the Developer at its cost and expenses.

7.14 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such



sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 calendar days of the request being made along with the documents being made available to the Owners.

7.15 The Developer has represented to the Owners as follows:-

- (a) Once a sanction is obtained by the developer of a new construction in the area that is available for new construction and have their respective allocations chalked out in the copy of the sanction plan to be signed by both the parties so that there is no deviation from the said factual allocation thereafter. Such factual allocation is to be made within 15 days from the date of or within such time as the parties may agree by and between themselves.
- (b) The construction will be made only after the possession of the property has been delivered to the Developer, which shall preferably be within one month from the date of sanction of the plan provided the Developer gives alternative accommodation to following stakeholders and their families, viz, Bandana Roy Chowdhury, Nupur Roy Chowdhury, Pulak Kumar Roy Chowdhury, Bulbul Roy Chowdhury, Srijit Kumar Roy Chowdhury and Trishit Kumar Roy Chowdhury, within a radius of two kilometers from the site to be occupied by them during the construction for which the rent is to be paid by the Developer. The alternative accommodation to be provided to each stakeholder will be a minimum three bed room tenement.
- (c) Till such time the Developer makes over to the Owners their allocation in the New Building, the Developer shall hold the same for the Owners and shall not in any way deal with, encumber, alienate or part with possession of the same. But the Developer shall be allowed to enter into agreement for sale of its allocation and create third party interest but shall not deliver possession of its allocation or any part thereof till the Owners get their possession after CC.
- (d) Immediately upon sanction of plan by the sanctioning authorities, the Developer shall serve a notice to the Owners requiring them to deliver vacant possession of the said property in its entirety to the Developer for the purpose of development in terms of this agreement. Within 30 (thirty) days from the date of receipt of such notice, the Owners shall deliver vacant possession of the said property, i.e both the premises to the Developer for development thereof.

7.16 The Developer shall be entitled to demolish the buildings on all the two premises at its costs and expenses. The debris of such demolition shall belong to the Developer.

7.17 The Owners' Allocation herein agreed shall be divided and apportioned by and between the Owners interest in the manner as follows:-

- a) The Owners of the Pre. No. 160B, Bakul Bagan Road _____ 49.5%
- b) The Owners of the Pre. No. 160C, Bakul Bagan Road _____ 50.5%

7.18 Immediately upon the submission of plan to Kolkata Municipal Corporation for sanction, the Owners and the Developer shall earmark and demarcate between themselves their respective allocations in the New Building to be constructed on the Said Land in an equitable manner on the basis of the plan submitted for sanction. The earmarking and demarcation amongst the Owners interest shall take place thereafter.

7.19 On sanction of the Plan, the parties may execute a formal instrument of demarcation of their respective allocations in the New Building, failing which this Agreement shall be deemed to be the record of demarcation of allocation between the Parties.

7.20 For the purpose of this Agreement, the Owners shall grant to the Developer and/or its Directors and/or nominees a single Power of attorney for the following purposes -

- i) All purposes for obtaining sanction of plan including addition/alteration/modification thereof;
- ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction of plan and construction and completion of the development and also pursuing and following up the matter with all authorities in this regard;
- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc. at the said property;



iv) For commencement of construction in accordance with the terms of this agreement and as per sanctioned plan for the purpose of executing Agreements for sale in respect of the Developer's Allocation

7.21 While exercising powers and authorities under the Power or Power of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this agreement. The said Powers of attorney shall be specific and valid for the purposes they would be given and shall not be revoked during the subsistence of this agreement.

7.22 The Developer shall make its best efforts to consume and exploit the maximum permissible built - up area.

8 CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:

8.1 All costs charges and expenses for completion of the project including professional fees and supervision charges of the Architect shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.

8.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Building pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the Fifth Schedule hereunder and/or as be recommended by the Architects from time to time (collectively Specifications). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties. If there be any breach of any party or if there is any breach in handing over possession by the Developer to the Owners in terms of this Agreement, then it will be open to the Owners to terminate this Agreement after due notice to the Developer to complete the Developer's Agreement within a specified time and unless the construction is completed within the specified time, it will be open to the Owners to terminate this Agreement and seek completion of the project through other agency in which case such completion shall be made at the cost of the Developer.

The Owners can appoint individuals/agencies to inspect the authenticity/quality of materials as per specifications, at their own cost.

- 8.3 DEVELOPER shall start the work i.e., commencement of work of the Building at site within 30 (thirty days) from the date of receiving the vacant and peaceful possession of the entire property from the Owners or sanction of plan from KMC whichever is later (commencement of construction) and DEVELOPER shall construct, erect and complete the Building within a period of 30 (thirty) months from the date of obtaining vacant possession of the said property or sanction of plan from KMC whichever is later with a grace period of six months both subject to Force Majeure. If the Developer fails to do so, the Owners can appoint another contractor to complete the project, while all costs of completion will be borne by Developer financially or in terms of built ups, from its share.
- 8.4 The Developer shall at its own costs install and erect in the New Building, lifts, water pumps, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities as per specification.
- 8.5 The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 8.6 On completion of the building, the Developer shall apply for and obtain at its costs and expenses the Occupancy Certificate in respect of the New Building from the Kolkata Municipal Corporation. But the Developer shall be entitled to serve the Completion Notice on the Owners/Transferees pending application and issue of Occupancy Certificate on the basis of the certificate of the Architect that the construction of the New Building is complete.
- 8.7 The construction will be made only after the possession has been delivered of the property to the Developer, which shall preferably be within one month from the date of sanction of the plan provided the Developer gives alternative accommodation to the following stakeholders and their families, viz. Bandana Roy Chowdhury, Nupur Roy Chowdhury, Pulak Kumar Roy Chowdhury, Bulbul Roy Chowdhury, Srijit Kumar Roy Chowdhury and Trishit Kumar Roy Chowdhury within a radius of two kilometers from the site to be occupied by them during the construction for which the rent is to be paid by the Developer till they finish their construction of the new building and the Owners (as mentioned above) get their possession (within one month after obtaining CC from the KMC) of their respective allocation in the new building.



On completion of the new building and after obtaining Completion Certificate the Developer shall give notice to the Owners and within 30 days of such notice the Developer shall take over possession of the respective units in the allocation and the Owners shall be liable to pay all Corporation Taxes in respect of the premises from time to time thereafter.

8.8 The Developer would be entitled to enter into Agreements for sale in respect of his allocation to third parties, but possession of any part or portion of the new construction shall not be given by the Developer to any third parties unless Completion Certificate has been obtained by him from the Kolkata Municipal Corporation and possession has been delivered to the Owners of their respective allocation in the new construction.

9. POWERS AND AUTHORITIES:

9.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and appoint the Developer and persons nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said property:

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Building in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- (b) To enter upon the said property with men and material as may be required for the purpose of development work and erect the New Building as per the Building Plan to be sanctioned.
- (c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Building on the said land.
- (d) To apply for modifications of the Building Plans from time to time as may be required.
- (e) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Land.

- (f) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Building on the Said Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- (g) After completion of the construction of the New Building, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (h) On completion of the new building and after obtaining Completion Certificate the Developer shall give notice to the Owners and within 30 days of such notice the Developer shall take over possession of the respective units in the allocation and the Owners shall be liable to pay all Corporation Taxes in respect of the premises from time to time thereafter.
- (i) The Developer would be entitled to enter into Agreements for sale in respect of his allocation to third parties, but possession of any part or portion of the new construction shall not be given by the Developer to any third parties unless Completion Certificate has been obtained by him from the Kolkata Municipal Corporation and possession has been delivered to the Owners of their respective allocation in the new construction.
- (j) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to keep the Owners informed about the same in writing. To appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Land and not relating to the title of the Owners in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the names and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the instant development project.



(k) To mortgage any unit out of the Developer's Allocation in the New Building to be constructed thereon, in favour of any Bank or financial institution to secure home loan of the intending purchaser and further to execute any further document or documents in furtherance of the above objective. Provided however the charge to be created by the Developer shall be limited to the Developer's Allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be utilized for this Project.

(l) The Developer would be entitled to enter into Agreements for sale in respect of his allocation to third parties, but possession of any part or portion of the new construction shall not be given by the Developer to any third parties unless Completion Certificate has been obtained by him from the Kolkata Municipal Corporation and possession has been delivered to the Owners of their respective allocation in the new construction.

(m) It will be open to the Developer to seek financial assistance from Bank or Financial Institutions and such finance may be obtained on the basis of the allocation of the Developer, but not on the basis of the allocation of the Owners.

(n) To mortgage the Developer's Allocation in the New Building to be constructed thereon, in favour of any Bank or financial institution to secure construction loan of the Developer and further to execute any further document or documents in furtherance of the above objective. Provided however the charge to be created by the Developer shall be limited to the Developer's Allocation and shall not extend to the allocation of the Owners and the loan so obtained shall only be utilized for this Project.

(o) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

9.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

9.3 Notwithstanding grant of the Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for

the purpose of development of the Said Land within 7 days of the reasonable request being made.

10. FINANCIALS:

10.1 The Developer will be entitled to seek financing of the Project (Project Finance) by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's allocation in the said Land and the construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation only. For this purpose, the Owners shall provide their consent if necessary. Under any circumstances no charge shall be created on the Said Land or the Owners' allocation. In this regard, the Developer shall indemnify the Owners against any claim arising out of such borrowings. In any event no charge shall be created on the Owners' Allocation.

10.2 The construction will be made only after the possession has been delivered of the property to the Developer, which shall preferably be within one month from the date of sanction of the plan provided the Developer gives alternative accommodation to the following stake holders and their families - Bandana Roy Chowdhury, Nupur Roy Chowdhury, Pulak Kumar Roy Chowdhury, Bulbul Roy Chowdhury, Srijit Kumar Roy Chowdhury and Trishit Kumar Roy Chowdhury within a radius of two kilometers from the site to be occupied by them during the construction for which the rent is to be paid by the Developer.

Till such time the Developer makes over to the Owners their allocation in the New Building, the Developer shall hold the same for the Owners and shall not in any way deal with, encumber, alienate or part with possession of the same. But the Developer shall be allowed to enter into agreement for sale of its allocation and create third party interest limited to such agreement but shall not deliver possession of its allocation or any part thereof. - No sale till CC. No possession to buyers till the Owners get their possession after CC.

The Developer shall without any default pay the rent to each group of Owners and shall arrange for the said rehabilitation (after which he will be receiving vacant possession of the said two premises from the Owners) after sanction of plan till the expiry of the Completion Notice as accommodation charge and would arrange for proper rehabilitation for Owners who are interested in alternative accommodations within 2 kms of the project area and should bear the monthly rental costs without

any default after the sanction of plan till CC and till they take possession in the new building. On obtaining CC, the Developer shall inform the Owners to take possession within 30 days.

11. DEALING WITH SPACES IN THE NEW BUILDINGS

11.1 The parties shall be free to deal with their respective allocations insuch manner as they may deem fit and proper or through a common marketing agency for their respective allocations, to be appointed by the Developer, from time to time. For the said purpose the parties shall be entitled to enter into agreements with the transferees on such terms and conditions as they may deem fit and proper.

11.2 The Developer and the Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space in the New Building as aforesaid unto and in favour of the intending purchasers/transferees and the cost of stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

11.3 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Building shall maintain uniformity in respect of the restrictions, stipulations, covenants, and condition for the use and occupation thereof as are stipulated in this agreement and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

11.4 All agreements for sale of Developer's Allocation shall be signed by the Developer who has been so authorised by the Owners to do so and the Owners may not be made parties to such agreements.

12 MUNICIPAL TAXES AND OUTGOINGS;

12.1 All Municipal rates and taxes or land revenue and outgoings on the said property relating to the period prior to making over possession of the said property to the Developer, for the construction of the new building shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer.



12.2 As from the date of obtaining possession of the said property, the Developer shall pay the property taxes as also other outgoings in respect of the said land till the expiry of Completion Notice, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

13. POST COMPLETION MAINTENANCE;

13.1 On completion of the New Building, the Developer shall, give a notice to the Owners. On receipt of such notice the Owners shall within 30 (thirty) days thereafter take over possession of the demarcated units in their allocation and the Developer undertakes to obtain the Clearance Certificate from the Kolkata Municipal Corporation. The Owners will take over possession only after they receive the CC from KMC.

13.2 On and from the date of expiry of the Completion Notice (Possession Date), the Owners shall be deemed to have taken over possession of the demarcated units in their allocation for the purpose of determination of liability and shall become liable and responsible for the payment of maintenance charges, Rates and taxes, land revenue in respect of the demarcated units in their allocation irrespective of the fact whether actual physical possession was taken or not.

13.3 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue for their respective allocations to the concerned authorities/Maintenance in charge and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

13.4 The Developer shall be responsible for the management, maintenance and administration of the New Building or at its discretion appoint an agency to do the same for a period of six months from the date of completion of the building as per the certificate of the Architect or till formation of the Maintenance in charge, whichever is earlier. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Building.



13.5 The Maintenance in charge is to be formed within the six months from the date of completion of the New Building by the Developer.

13.6 The Developer or the Agency to be appointed as per clause 13.4 shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

14. COMMON RESTRICTIONS:

14.1 The New Building shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all Owners/ occupiers of the New Building.

14.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the Developer or the agency to be appointed as per clause 13.4, with or without workmen, at all reasonable time, within six months of completion, to enter into and upon the concerned space and every part thereof.

14.3 It is agreed between the parties that the Developer in consultation with the Owners shall frame a scheme for the management and administration of the New Building and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building.

15. OBLIGATIONS OF THE DEVELOPER :

15.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies at its own cost and expenses.



- 15.2 The Developer shall be responsible for planning, designing development and construction of the New Building with the help of professional bodies, contractors, etc at its own cost and expenses.
- 15.3 The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default. If there be any breach of any party or if there is any breach in handing over possession by the Developer to the Owners in terms of this Agreement, then it will be open to the Owners to terminate this Agreement after due notice to the Developer to complete the Developer's Agreement within a specified time and unless the construction is completed within the specified time, it will be open to the Owners to terminate this Agreement and seek completion of the project through other agency in which case such completion shall be made at the cost of the Developer.
- 15.4 The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 15.5 All tax liabilities in relation to the construction, namely sales tax, works contract tax and other dues shall be paid by the Developer.
- 15.6 The Developer hereby agrees and assures the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof.
- 15.7 The Developer hereby agrees and assures the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Building.
- 15.8 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of development. The Owners can, at their own cost, also appoint supervisors/engineers to ensure their interest.



15.9 The Developer shall not deploy any child labour at the premises and shall deploy only adult employees above the age of 18 years for performing the duties required under the agreement signed between the parties.

15.10 The Developer shall take necessary safety measures like training its employees deployed in the premises, and provide necessary safety equipments like gloves, head gears, gumboots and any other safety equipment as may be required apart from supplying the proper tools.

15.11 Any defects, bad workmanship or other faults to any unit or in the common area or any fittings or fixture either during construction or within the period of one year from the date of service of Completion Notice, as certified by the Architect, shall be rectified by the Developer at its costs and expenses within a reasonable period thereafter, as and when the same shall be brought to the notice of the Developer within the said defect liability period.

16. OBLIGATIONS OF THE OWNERS:

16.1 They undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Land.

16.2 They undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

16.3 They shall provide the Developer with any and all documentation and information relating to the said land as may be required by the Developer from time to time.

16.4 They hereby assure the Developer not to cause any interference or hindrance in the construction of the New Building unless any violation of the sanctioned plan is made.

16.5 They hereby agree and assure the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling or assigning and/or disposing of any part or portion of the Developer's 'allocation. However, the Developer shall not part with possession of its allocation unless the Owners' allocation is handed over.



16.6 All statutory levies and any other taxes as may be applicable for the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners or their transferees as the case may be.

17. INDEMNITY:

17.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil or financial) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, deviation of the Plan, rules regulations or bye-laws or arising out of any accident or otherwise.

17.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said property.

18. MISCELLANEOUS:

18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

18.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

18.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

18.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by Owners relating to which specific provisions may not have been mentioned herein. The



Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

18.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

18.7 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation 18.8 The name of the project shall be decided by the Owners in consultation with the Developer with the prefix being the brand of the Developer.

18.9 If any additional FAR is available in future, the Developer shall be entitled to utilize the same and such additional FAR shall be divided between the parties in the same manner as is provided herein, i.e. 65% to the Owners and 35% to the Developer, (after deducting certain costs) and the Developer would try to reclaim the CIT pukka nullahs purchase! by the Owners and would take all measures to include that extra land in the built up area of the new construction.

18.10 It is further agreed between the Developer and the Owners that during the Durga Puja, the Owners are entitled to use the common area of the proposed building for Puja purpose and neither the Developer nor any purchaser of Developers allocated portion shall raise any objection thereof.

19. DEFAULTS

19.1 The following shall be the events of default:-

- a) If the Owners fail to comply with any other obligation contained herein.

- b) If the Developer fails to construct, erect and complete the New Building within the time and in the manner contained hereinabove.
- c) If the Developer fails to complete the construction in all respect and obtain Clearance Certificate from the KMC within a specified period, a grace period may be granted and till the default continues, the Developer should pay a sum of Rs. 30000/- (Rupees Thirty Thousands) only per month as liquidated damage.
- d) A time frame of 30 months shall be given to the Developer to complete the construction and such time shall commence from the date when the possession is delivered by the Owners to the Developer with a further clause that in case the construction is not completed within 24 months, a further grace period of six months to be given to the Developer to complete the construction.
- e) If there be any breach of any party or if there is any breach in handing over possession by the Developer to the Owners in terms of this Agreement, then it will be open to the Owners to terminate this Agreement after due notice to the Developer to complete the Developer's Agreement within a specified time and unless the construction is completed within the specified time, it will be open to the Owners to terminate this Agreement and seek completion of the project through other agency in which case such completion shall be made at the cost of the Developer, and the security deposit shall stand forfeited to the construction costs of the newly appointed Developer.
- f) If any other properties are included in future then the Owners of 160C and 160B will gain accordingly vide clause 7.17 and will have the right unless they are satisfied with the then terms and conditions.
- 19.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.
- 19.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned therein or if any extension is required shall inform the other party accordingly and shall remedy the said event of default and/or breach within such extended time.

19.4 In case of the default continues for a period of sixty (60) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.

19.5 In the event, the Developer is unable to rectify the breach or the default inspite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement. The damages, if any of the parties shall be determined by arbitration.

19.6 If the agreement is terminated by reason of any default of the Owners, the Owners shall be liable to and the Developer shall be entitled to claim its entire investment together with interest thereon at the rate of 15% per annum and vice - versa.

20. FORCE MAJEURE;

20.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

20.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither



Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

20.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

20.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement *by* reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

21. ENTIRE AGREEMENT:

21.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.

22. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

23. NOTICE:

23.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered or speed post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners are concerned the notice should only be given to Mr. Raktim Pal Chowdhury and Mr. Somak Ray Chaudhury who are authorized by the other Owners to receive such notice.

23.2 Any such notice or other written communication shall be deemed to have been served:

- 23.2.1 If delivered personally, at the time of delivery.
- 23.2.2 If sent by prepaid recorded delivery or registered or speed post or courier service, on the 4th day of handing over the same to the postal authorities.
- 23.2.3 If sent by facsimile transmission or by E-mail, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- 23.2A In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered or speed post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

24. SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PROPERTY)

PART-I

ALL THAT the piece and parcel of land containing an area of 4 Cottahs 3 Chittacks 27 Sq.ft be the same a little more or less together with a two storied building with 800 Sqft constructed area in each floor standing thereon including proportionate share of common passage containing an area of 1 Cottah 7 Chittacks 35 Sq. ft lying, situate at Mouza Chakrabere in Government Estate Dihhi Panchannagram being premises No. 160B, Bakul Bagan Road, Police Station-Bhowanipore, Kolkata-700 025, within the limits of Kolkata Municipal Corporation, Ward No. 72 butted and bounded as follows:-

ON THE NORTH : By Pre. No. 160A, Bakul Bagan Road and the Common Passage

ON THE SOUTH : By Pre. No. 4, Beltala Road

ON THE EAST : By Pre. No. 159/1A, & 159, Bakul Bagan Road

ON THE WEST : By common wall partly and partly by 160C

PART-II

ALL THAT the piece and parcel of land containing an area of 4 Cottahs 5 Chittacks 22 Sq.ft be the same a little more or less together with two storied building with 800 Sqft constructed area in each floor standing thereon including proportionate share of common passage containing an area of 1 Cottah 7 Chittacks 35 Sq. ft lying situate at Mouza Chakrabere in Government Estate Dihi Panchannagram being premises No. 160C, Bakul Bagan Road, Police Station-Bhowanipore, Kolkata-700 025, within the limits of Kolkata Municipal Corporation, Ward No. 72 butted and bounded as follows:-

ON THE NORTH : 160D & partly by common passage
 ON THE SOUTH : By Pre. No. 4 & 5, Beltala Road
 ON THE EAST : By common wall partly and partly by 160B
 ON THE WEST : By Pre. No. 160E/1, & 162, Bakul Bagan Road

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building New Building and main gates.
7. Water pump and motor with installation arid room therefor.
8. Bore well, Tube well water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit , sewage treatment plant and other common plumbing installations and spaces required thereto.



9. D.G. transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills/Balcony and other fittings of the common area of the premises.
11. Electric Meter - The Developer will make all the arrangements for the common meter of the newly proposed building from CESC and in case of any other meter of the newly proposed building, the Developer will assist for the connection from CESC but the Security Deposit for their respective flats shall have to be paid by the Owner.
12. Generator its installations and its allied accessories and room.
13. Lifts and their accessories installations and spaces required thereof.
14. Roof- 65% of the undivided roof area rights remain with the Owner (apart from mandatory common areas)

THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the New Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.



4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the New Building.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the New Building.
9. Cleaning as necessary of the areas forming parts of the New Building.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the New Building.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the New Building or any part thereof.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
15. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.



16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the New Building excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for the owners of the Units and shall only be applied in accordance with the decision of the Association.
23. The charges/fees of any professional Company /Agency appointed to carry out maintenance and supervision of the New Building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

Special Amenities/Facilities: provision of any special amenities/facilities in the common portions (save and except those described in the Fifth Schedule) including Club Development charges etc.



• **Upgradation of fixtures and fittings:** at any buyer's request, any improved specifications of construction, any internal change made in the layout and/or upgradation of fixtures and fittings of any unit over and above the Specifications described

• **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.

• **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.

• Formation of Maintenance in charge.

• **Taxes:** deposits towards Municipal rates and taxes, etc.

• **Service Tax** or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the Owners' allocation by the Developer to the Owners shall be paid by the Owners.

• **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said New Building, at actual.

• **Generator:** stand-by power provision to the Said New Building from diesel generators.

THE FIFTH 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.

U. B. M. M.

SAND:

High quality coarse sand.

STONE CHIPS:

Standard quality available in the market.

BRICK:

First class brick available in the market.

FLOORING:

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

TOILET:

Marble/Tiles on the floor with Good quality "KAJARLA" or equivalent makes glazed tiles on the walls up to door height with 6" skirting. Sanitary fittings of "JAQUAR" (Continental) or equivalent make and concealed plumbing/fittings, with shower in one tap, one basin and one commode of "PARRYRARE/CERA" or equivalent make. In each toilet with hot and cold water mixer system will be provided.

KITCHEN:

RC.C. cooking platform with Granite slab and glazed tiles upto 4' above the counter. Steel sink with one tap and one low height tap of "JAQUAR" continental 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, and anodized aluminum handrail will be provided on the stair railing.

DOOR FRAMES:

Seasoned Sal wood frame for all doors.

MAIN DOOR:

35 m.m teak wooden panel door along with brass tower bolt, one decorative metal handle, chain lock, telescopic peep hole, one "GODREJ" mark night latch.

INTERNAL DOORS:

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

WINDOWS:

Good quality coloured anodized high glaze Aluminum windows.

ELECTRICAL:

"FINOLEX" or "HAVELL'S" make wiring with "MK" or equivalent make modular switches. "MCB" with sufficient numbers of electrical points in each flat and A.C. Telephone and other points.

INTERNAL WALLS:

Snow white plaster of Paris finished walls.

EXTERNAL WALLS:

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

ROOF:

Water proof treatment with good quality roof Tiles.

LOBBY:

Aesthetically designed lobby finished with Marble/Granite lobby.

LIFT:

"KONE" or equivalent make Elevator will be provided.

POWER BACKUP:

Good quality Generator will be installed for power backup.

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 Owners hereto at KOLKATA in

the Presence of:

1. Nanta In
G. Bala In
West-27
2. Subij Incha
Raxendone Turee
West-28.

1. Schaudhri

2. Roy Choudhury
3. Bandana Roy Choudhury

4. Sonam Raychoudhury

5. Sonam Raychoudhury
CONSTITUTED ATTORNEY OF SUKANYA CHAUDHURY

6. Nupur Roy Choudhury

7. Ak Choudhury

8. Sonam Raychoudhury
CONSTITUTED ATTORNEY OF SABORNA ROY CHAUDHURY

9. Babul Choudhury

10. Bulbul Raychoudhury

11. Bulbul Raychoudhury
CONSTITUTED ATTORNEY OF SANJIB ROYCHOUDEHURY
PAN: AMCFR 7978

12. Swadipi Roychoudhury.



SIGNATURE OF THE OWNERS

SIGNED SEALED AND DELIVERED

by the Developer through its Director Mr.

Ujjal Bose hereto at KOLKATA in the

Presence of:

1. Nanta In
2. Subij Incha

Drafted by me.
Gurpreet Singh, Director
2018/245/80.

U.S. DEVELOPERS PVT. LTD.

Ujjal Bose (UJJAL BOSE)
Director

PAN NO. AD ZPB 7758 G

SIGNATURE OF THE DEVELOPER

PRESENTARY



NAME SRIJIT KUMAR ROYCHOWDHURY
SIGNATURE Srijit Kumar Roychowdhury

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Right Hand					



NAME TRISHAT KUMAR ROYCHOWDHURY
SIGNATURE Trishat Kumar Roychowdhury

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Left Hand					
Right Hand					



NAME BANDANA RAYCHOWDHURY
SIGNATURE

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Right Hand					



NAME SOMAK RAYCHOWDHURY
SIGNATURE Somak Raychowdhury

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Right Hand					

PRESENTANT



Nupur Roy Chaudhuri

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NAME NUPUR ROYCHAUDHURI
 SIGNATURE Nupur Roy Chaudhuri



Saurabh Roy Chaudhuri

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Right Hand					

NAME SAURABH ROYCHAUDHURI
 SIGNATURE Saurabh Roy Chaudhuri



Pulak Kumar Roy Chowdhury

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Left Hand					
Right Hand					

NAME PULAK KUMAR ROYCHOWDHURY
 SIGNATURE Pulak Kumar Roy Chowdhury



Bulbul Roy Chaudhuri

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Right Hand					

NAME BULBUL ROYCHAUDHURI
 SIGNATURE Bulbul Roy Chaudhuri

PRESENTANT



Susmita Roychowdhury

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Left Hand					
Right Hand					

NAME ..SUSMITA R. ROYCHOWDHURY
 SIGNATURE Susmita Roychowdhury



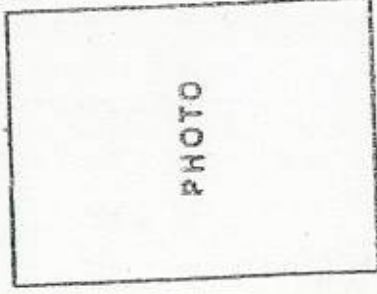
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NAME ..UJAJA ROSE
 SIGNATURE Ujaja Rose



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NAME
 SIGNATURE



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Left Hand					
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NAME
 SIGNATURE



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03609 of 2014

(Serial No. 04210 of 2014 and Query No. 1605L000007463 of 2014)

On 02/05/2014

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

Presented for registration at 22.40 hrs on 02/05/2014, at the Private residence by Ujjal Bose, Claimant.

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

Execution is admitted on 02/05/2014 by

1. Srijit Kumar Roy Chowdhury, son of 160- B, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
2. Trishit Kumar Roy Chowdhury, son of 160- B, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
3. Bandana Ray Chaudhury, wife of Late Nakshatra Kumar Ray Chaudhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
4. Somak Ray Chaudhury, son of Late Nakshatra Kumar Ray Chaudhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
5. Nupur Roy Chaudhuri, wife of Late Nishith Kumar Roy Chaudhuri , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
6. Saurabh Roy Chaudhury, son of Late Nishith Kumar Roy Chaudhuri , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
7. Pulak Kumar Roy Chowdhury, son of Late Shanti Kumar Roy Chaudhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
8. Bulbul Roy Chowdhury, wife of Late Tilak Kumar Roy Chowdhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
9. Swaralipi Roy Chowdhury, daughter of Late Tilak Kumar Roy Chowdhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

15/05/2014 13:13:00

EndorsementPage 1 of 3



Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03609 of 2014
(Serial No. 04210 of 2014 and Query No. 1605L000007463 of 2014)

10. Ujjal Bose

Director, U . S . Developers Pvt. Ltd., 103, Manohar pukur Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.
, By Profession : Business

Identified By Nantu Das, son of Late S Das, 6, Baker Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Others.

Executed by Attorney

Execution by

1. Somak Ray Chaudhury, son of Late Nakshatra Kumar Ray Chaudhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025 By Caste Hindu By Profession: Others,as the constituted attorney of 1. Sukanya Choudhury 2. Saborna Roy Chowdhury is admitted by him.

2. Bulbul Roy Chowdhury, wife of Late Tilak Kumar Roy Chowdhury , 160- C, Bakul Bagan Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025 By Caste Hindu By Profession: Others,as the constituted attorney of Sambit Roy Chowdhury is admitted by him.

Identified By Nantu Das, son of Late S Das, 6, Baker Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Others.

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

On 05/05/2014

Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Registration Fees Rs. 11,010/- paid online on 30/04/2014 2:42PM with Govt. Ref. No. 192014150001444621 on 30/04/2014 10:49AM, Bank: Indian Overseas Bank, Bank Ref. No. 201404300942033 on 30/04/2014 2:42PM, Head of Account: 0030-03-104-001-16, Query No:1605L000007463/2014

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.-5,47,52,545/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

15/05/2014 13:13:00

EndorsementPage 2 of 3



Government of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 03609 of 2014

(Serial No. 04210 of 2014 and Query No. 1605L000007463 of 2014)

Stamp duty Rs. 75,021/- paid online on 30/04/2014 2:42PM with Govt. Ref. No. 1920141500001444621 on 30/04/2014 10:49AM, Bank: Indian Overseas Bank, Bank Ref. No. 201404300942033 on 30/04/2014 2:42PM, Head of Account: 0030-02-103-003-02, Query No:1605L000007463/2014

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 15/05/2014

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



15/05/2014 13:13:00

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 3 of 3

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 15
Page from 2862 to 2920
being No 03609 for the year 2014.



Y. K.
(Arnav Basu) 28-May-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal