

THIS DEED OF CONVEYANCE made this day of Two Thousand
Twenty-Four

BETWEEN

US DEVELOPERS PVT LTD (PAN: **AAACU610P**, CIN: **U45201WB2005PTC10370**), a Company incorporated under the Companies Act, 1956, having its registered office 103, Mohohar Pukur Road Kolkata-700026, Police Station: Rabindra Sarovar hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the **ONE PART**. The Owner has been represented by its Constituted Attorney **SRI RAJESH KUMAR JHAJHARIA**, son of Late S.M. Jhajharia, (PAN- **ACWPJ3828K**, Aadhar No- **646962065452**) by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 , one of the directors of **PIYUSHMANYATA PROJECTS PVT.LTD (PAN-AAECP9142K, CIN: U51909WB2008PTC130424)**, a Company registered under Companies Act,1956 having its registered office at Poddar Court, Gate No.3, 18, Rabindra Sarani Kolkata-700001, Police Station: Hare Street vide Development agreement dated 1st September,2021 registered in the office of Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 91515 to 91562 , Being no 160502139 for the year 2021 and Power of attorney dated 1st September 2021 registered in the office of

Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 93617 to 93644 , Being no 160502144 for the year 2021.

A N D

PIYUSHMANYATA PROJECTS PVT. LTD. (PAN-AAECP9142K, CIN: U51909WB2008PTC130424), a Company registered under Companies Act,1956 having its registered office at Poddar Court, Gate No.3, 18, Rabindra Sarani Kolkata-700001, Police Station: Hare Street duly authorized and represented by it's one it's directors **SRI RAJESH KUMAR JHAJHARIA**, son of Late S.M. Jhajharia, having (**PAN- ACWPJ3828K , Aadhar No- 646962065452**) by religion : Hindu, by occupation Business, by Nationality : Indian of 61A, Sardar Sankar Road, Post office : Sarat Bose road. Police Station Tollygunge, Kolkata 700029 hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the **SECOND PART.**

A N D

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as

the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The **OWNERS** are the absolute owners of ALL THAT the land measuring an area of **3 Cottahs 11 Chittaks 34 Square Feet of land**, Police Station Charu Market, District South 24 Parganas, Sub Registrar at Alipore within Ward No. 85 of the Kolkata Municipal Corporation along with the rights appurtenant thereto, TOGETHER WITH all easement rights and all other rights appurtenances attached to the said plot, more fully & particularly mentioned and described in the **SCHEDULE A (Part I)** hereunder written, hereinafter for the sake of brevity referred to as the SAID LAND. The Devolution of Title of the said Owners is morefully mentioned and stated in the **SCHEDULE A (Part II)** hereunder written.
- B. The Owner and the Promoter have entered into a Development Agreement dated Development agreement dated 1st September,2021 registered in the office of Additional District Sub Registrar - at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 91515 to 91562 , Being no 160502139 for the year 2021 and Power of attorney dated 1st September 2021 registered in the office of Additional District Sub Registrar - at Alipore

recorded in Book no 1, Volume No 1605-2021 , Pages: 93617 to 93644 ,
Being no 160502144 for the year 2021.

- C. The Promoter subsequently, had a plan approved by competent authority for construction on said land vide approval dated **26/05/2018** Sanctioned Plan no. **2018080015** and **26/05/2023 being revised sanctioned date.**
- D. Subsequently, by an Agreement for Sale dated _____ and registered with _____, at _____ and recorded in Book No. _____, Volume No. _____, Pages from _____ to _____ being No. _____ for the year _____ the Promoter had agreed to sell and transfer to the Allottee ALL THAT the said Apartment (morefully mentioned in **Schedule B** hereunder written), for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **AFS**").
- E. The Promoter has since completed the construction of the Project at the said Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Completion Certificate vide Completion Case No. _____ dated _____.
- F. The Purchaser has from time to time paid the Total Price as recorded in AFS for purchasing the Apartment and the Purchaser hereby confirms that the Promoter has duly complied with its obligations contained in AFS and is not in default of its obligation therein
- G. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.

- H. Before taking possession of the Apartment, the Purchaser has fully satisfied himself/herself/itself with regard to the following: **(i)** The right, title and interest of the Owner to the said Premises, the documents relating to the title of the said Premises, the right of the Promoter and the Plan of the Project. **(ii)** The materials, the workmanship and the quality of construction of the said Apartment and the Project, including the structural stability of the same. **(iii)** The total area comprised in the said Apartment. **(iv)** The Completion Certificate. **(v)** The scheme of user and enjoyment of the Common Areas as contained in these presents and also in the AFS.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

NOW THEREFORE, THIS DEED OF CONVEYANCE WITNESSTH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

- 1.1 The Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser ALL THAT apartment No. [•], having carpet area of ([•] Sq. ft), together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment, located at the [•] Floor of the Building in the Project named “ **SJ NIRMALA**” Together with the right to use ___ numbers of _____ car parking spaces bearing Nos. ___ admeasuring 135 square feet more or less and located at (hereinafter collectively referred to and identified as the “Apartment”)

Together With the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under **Schedule D hereto (“Common Areas”)** in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the un-allotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “Apartment” which is more fully described in Schedule-B hereto) and the **Apartment is marked with green borders on map/plan of the [•] floor of the Building annexed hereto and marked as “Annexure-B”** ALONG WITH all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and TO HAVE AND TO HOLD the Apartment and every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances SUBJECT HOWEVER to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the said Premises AND FURTHER SUBJECT to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project AND FURTHER SUBJECT to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project in relation to the Common Areas.

- 1.2 Unless contrary to the context, the capitalised term ‘Apartment’ (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which

are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.

- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following: **(a)** The Common Areas; and **(b)** Other residential apartments and parking spaces in the Project.
- 1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.
- 1.6 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed.

2 THE PROMOTER AND THE OWNER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 2.1 The Promoter has the requisite rights to carry out development upon the said Premises.
- 2.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- 2.3 There are no encumbrances upon the said Land or the Project.
- 2.4 There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- 2.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
- 2.6 The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of purchasers or the competent authority, as the case may be.
- 2.7 The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed peaceably own, hold and enjoy the said Apartment

3 THE PURCHASER DOTH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 3.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Apartment as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 3.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 3.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- 3.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Premises erected thereon in accordance with the provisions of relevant laws.
- 3.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project to be erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and

indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.

- 3.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.
- 3.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 3.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- 3.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law
- 3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in Schedule E hereto, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any

statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- 3.11 The Purchaser shall get the said Apartment mutated in his/her name and/or separately assessed by the Competent Authority.
- 3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.
- 3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and other statements mentioned herein as represented by the Promoter.
- 3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and

ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 3.16 The Purchaser shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said Project/said Land. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- 3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed.

4 PAYMENT OF STAMP DUTY AND OTHER CHARGES

- 4.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.
- 4.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBRERA or any other local law, as may be applicable.
- 4.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

THE SCHEDULE A PART I

REFERS TO SAID LAND

ALL THAT the piece and parcel of land measuring an area of 3 Cottahs 11 Chittacks 34 Square Feet be the same a little more or less together with proposed G+ IV Storied building to be constructed thereon lying situate at and being Premises No. 138 Sarat Bose Road, Kolkata - 700029 Sub-Registration Office Alipore within the limits of Kolkata Municipal Corporation, in it's Ward No. 85 in the District of 24 Parganas (South) butted and bounded by :

ON THE NORTH : Premises No. 134C Sarat Bose Road

ON THE EAST : Premises no 138/1 Sarat Bose Road

ON THE SOUTH : 40 feet wide KMC road

ON THE WEST : Premises no 136 Sarat bose road;

THE SCHEDULE A PART II

REFERS TO DEVOLUTION OF TITLE

W H E R E A S at all material time Corporation of Calcutta was the absolute owner of ALL THAT the piece and parcel of land measuring an area of 7 Cottahs, 7 Chittaks and 26 Square feet. more or less of land known as Municipal Premises No. 138, Lansdowne Road now known as Sarat Bose Road situate within Holding No. 84, Division 6, Sub Division "P", Dihi Panchangram, District 24 Parganas now South 24 Parganas, Police Station : Ballygunge, additional district sub registration Office at Alipore District 24Parganas now South 24 Parganas and was decided to sell the said surplus land.

A N D W H E R E A S by virtue of a registered Deed of Conveyance dated 29th day of March, 1922 the said Corporation of Calcutta sold, conveyed and transferred to Bata Krishna Pramanic, son of Late Bama Charan Pramanic the said piece and parcel of land measuring an area of 7 Cottahs, 7 Chittaks and 26 Square feet. more or less being the then Municipal Premises No. 138, Lansdowne Road at and for a valuable consideration as mentioned therein and the said Deed was duly registered in the office of the District Registrar Office at Alipore recorded in Book No. 1, Volume No. 34, Pages 147 to 150, Being No. 1514 for the year 1922.

A N D W H E R E A S while seized and possessed of the aforesaid property the said Bata Krishna Pramanic died intestate leaving behind him his two sons,

namely Kanailal Pramanic and Lakshmi Narayan Pramanic, who thus jointly inherited the aforesaid property along with other properties left by said Bata Krishna Pramanic in equal each having undivided 50% share therein

AND WHEREAS while seized and possessed of several properties jointly the said Kanailal Pramanic filed a suit for partition in the Court of 4th Subordinate Judge at Alipore being Title Suit No. 31 of 1976 which was ultimately decreed on compromise on the terms and conditions as contained in the Compromise Petition filed therein and as per the said Compromise Decree, the said Kanailal Pramanic was exclusively allotted the land measuring an area of 3 Cottahs, 11 Chittaks and 34 Square feet. more or less together with Two Storied Brick Built Building standing thereon being Premises No. 138, Sarat Bose Road, Kolkata (more fully described in the First Schedule hereunder written) hereinafter referred to as the "said Property" and the aforesaid compromise decree was duly registered in the office of the Sub-Registrar at Alipore, District : South 24 Parganas recorded in Book No. I, Volume No. 60, Pages 50 to 69, Being No. 2339 for the year 1976.

AND WHEREAS said Kanailal Pramanic died intestate on 26th January, 1978 leaving behind him his three sons, namely Gour Chandra Pramanic, Dilip Kumar Pramanic and Goutam Pramanic who jointly inherited the aforesaid property in equal share.

AND WHEREAS while seized and possessed of the said property jointly, said Gour Chandra Pramanic died on 8th November, 2004 leaving behind him

his widow Shefali Pramanic and one son Partha Pramanic who have jointly inherited the aforesaid undivided 1/3rd share of Gour Chandra Pramanic in the aforesaid property.

AND WHEREAS the said Goutam Pramanic also died on 27th May, 2010 leaving behind him his widow Mrs. Jayanti Pramanic, as his legal heir and representative who acquired undivided 1/3rd share of ownership of Goutam Pramanic in the aforesaid property.

AND WHEREAS thus the said Dilip Kumar Pramanic, Shefali Pramanic, Partha Pramanic and Mrs. Jayanti Pramanic were the joint owners of **ALL THAT** the land measuring an area of 3 Cottahs, 11 Chittaks and 34 Square feet. more or less together with Two Storied Brick Built Building standing thereon lying situate at and being Premises No. 138, Sarat Bose Road, Police Station: Rabindra Sarovar, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation free from all encumbrances, charges, liens, mortgages, attachments etc.

AND WHEREAS on 16th May 2011 the said Dilip Kumar Pramanic, Shefali Pramanic, Partha Pramanic and Mrs. Jayanti Pramanic sold, transferred and conveyed to **M/s. U. S. DEVELOPERS PVT. LTD**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 103, Monohar Pukur Road; Police Station: Rabindra Sarovar , Post Office : Sarat Bose Road, Kolkata-700 029 of **ALL THAT** the land measuring an area of 3 Cottahs, 11 Chittaks and 34 Square feet. more or less together with Two Storied Brick Built Building

standing thereon lying situate at and being Premises No. 138, Sarat Bose Road, Police Station : Rabindra Sarovar, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation. The said deed was registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No 1, C.D Volume No 16 at Pages 96 to 110, Being No 03653 for the year 2011 and delivered possession to the said M/s. U. S. Developers Pvt. Ltd.

AND WHEREAS M/S. U. S. Developers Pvt. Ltd. mutated it's name in the record of the Kolkata Municipal Corporation lying situate at and being Premises No. 138, Sarat Bose Road, Police Station : Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation Vide Assessee No 110852200297.

AND WHEREAS Owner has already sanctioned a building plan vide B.P No 2018080015 dated 26.05.2018 for construction of a G+IV storied building on the property at Premises No. 138, Sarat Bose Road, Police Station : Rabindra Sarovar, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation

AND WHEREAS while seized and possessed of the aforesaid property, present Owner herein above, is desirous of developing the aforesaid property by constructing building thereon in accordance to the plan sanctioned by the Kolkata Municipal Corporation through a Developer who is capable enough of developing the said premises.

AND WHEREAS in accordance to the aforesaid representation of the Owner and 138, Sarat Bose Road, Police Station : Rabindra Sarovar, Kolkata: 700029 within ward no 85 more fully and particularly described in the First Schedule hereunder written. by constructing new building thereon in accordance with the building plan sanctioned by the Kolkata Municipal Corporation after demolishing the existing two storied building under the terms and conditions hereinafter appearing.

AND WHEREAS on 1st September 2021, Owner and the Developer jointly have entered in to an agreement for development on the terms and conditions as stated therein The said development was. registered in the office of Additional District Sub Registrar at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 91515 to 91562 , Being no 160502139 for the year 2021.

AND WHEREAS subsequently a development power was also executed in favour of the Developer herein . Power of attorney dated 1st September 2021 registered in the office of Additional District Sub Registrar at Alipore recorded in Book no 1, Volume No 1605-2021 , Pages: 96317 to 93644 , Being no 160502144 for the year 2021.

THE SCHEDULE B REFERS

TO SAID APARTMENT

ALL THAT the said ____ self-contained Residential Flat, admeasuring _____ square feet, more or less Carpet Area _____ square feet, more or less Balcony Area and _____ square feet, more or less Open Terrace Area cumulatively admeasuring an area of _____ square feet, more or less. More fully reflected and attached in the plan attached herewith marked with green borders.

ALL THAT ____ no. Covered/Closed/Garage Parking admeasuring _____ square feet, more or less attached in the plan attached herewith marked with green borders.

THE SCHEDULE C REFERS

SPECIFICATIONS

FOUNDATION:

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

STEEL:

ISI grade available in the market.

CEMENT:

AMBUJA/ULTRA TECH/LAFARGE make cement.

SAND:

High quality coarse sand.

STONE CHIPS:

Standard quality available in the market.

BRICK:

First class brick available in the market.

FLOORING:

Big Vitrified Tiles flooring in all the rooms/ one room wooden flooring the entire Living/Dining area will be Italian marble slab. Stair case, Service Area, Car Parking Area, Drive way and the other open spaces shall be finished with Marble slab or designer tiles as suggested by the Architect.

TOILET:

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

KITCHEN:

RCC casting into cooking platform with Galaxy Granite slab and wall tiles up to wall height above the counter and basic modular kitchen work under the

counter. Steel sink with one tap and one low height Tap of “JAQUAR” or equivalent make.

GRILL:

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

DOOR FRAMES:

Seasoned Sal wood frame for all doors.

MAIN DOOR:

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

DOORS:

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

WINDOWS:

Good quality UPVC windows.

ELECTRICAL:

“FINOLEX” or “HAVELL’S” make wiring with “CRABTREE” or equivalent make switches. “MCB” with sufficient numbers of electrical points in each flat. All line will be 3 phase.

INTERNAL WALLS:

Wall putty /J.K /Birla White etc.

EXTERNAL WALLS:

Painting on plaster, finished with “ICI WEATHER SHILD” paint as per suggested by Architect.

ROOF:

Water proof treatment with kota stone/ marble with roof garden.

LOBBY:

Aesthetically designed lobby finished with Italian Marble/Granite.

LIFT:

Automatic lift like Kone/Otis/Schindler or its equivalent.

WATER SUPPLY:

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

AMENITIES:

- 1. Intercom facilities.**
- 2. Ground floor security.**
- 3. Generator (if require).**
- 4. C.C.T.V facilities at parking to roof of the building.**

5. WIFI connectivity (if require)

6. Roof garden.

THE SCHEDULE D REFERS
TO COMMON AREAS

- a. Lobbies, staircases and landings of the building.
- b. Stair head room
- c. Lift machine room, chute and lift well of the Said building.
- d. Common installations on the roof above the top floor of the Said building.
- e. Common staff toilet in the ground floor of the Said building.
- f. Overhead water tank, water pipes and sewerage pipes of the Said
- g. Block (save those inside any Unit or attributable thereto).
- h. Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).
- i. Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and Common Portions within or attributable to the Said building.
- j. Lift and lift machinery of the Said building.
- k. Other areas and/or installations and/or equipment's as are provided in the Said building for common use and enjoyment.
- l. Centralized water supply system for supply of water in common to the building.
- m. Main sewer, drainage and sewerage pits and evacuation pipes in Said building.
- n. Pumps and motors for water supply system for both building and Common Portions.

- o. Wiring and accessories for lighting of Common Portions of the Said building.
- p. Lighting arrangement for lighting of common Portions of the Said building.
- q. The ultimate roof of the building.

IN WITNESS WHEREOF the **PARTIES** hereto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :

WITNESSES :

1.

As Constituted Attorney of Owner

2.

SIGNATURE OF THE OWNER

**Signature of the
DEVELOPER**

Signature of the PURCHASER

MEMO OF CONSIDERATION

RECEIVED from within-named Allottee/s the Within-mentioned sum of **Rs. _____/-** on account of full amount of the Consideration Money by several cheques/Electronic fund transfer of different Drawn in favour of the **DEVELOPER** on diverse date... Rs. _____/-

(Rupees -----only).

WITNESSES:-

- 1.
- 2.

Signature of DEVELOPER

