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AC 852717

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

Addl. Dist Sub-Registrar
Alipore, South 24 Parganas

1 SEP 2021

1.9.2021
11:30 AM
2001587/27/2021

THIS AGREEMENT FOR DEVELOPMENT is made this 1st of September

Two Thousand Twenty One

BETWEEN

U. S. DEVELOPERS PVT. LTD. PAN : AAACU8610P, a company incorporated under the Companies Act, 1956 and having its registered office at No. 103, Monohar Pukur Road, Post Office : Sarat Bose Road, Police

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2015 31 AUG 2021

No. _____ Rs. _____

Name _____

Address _____

S. Dasgupta
Advocate

Alipore Judge's Court

VENDOR : MAMATA MUDDIN GAZI Kolkata-27
ALIPORE JUDGES COURT
KOLKATA-700027

Signature of Vendor

31 AUG 2021



Subhasis Das Gupta
S/O Late B. M. Das Gupta
Alipore Judge Court
KOL-27

Addl. Dist. Sub-Registrar
Alipore
-1 SEP 2021
South 24 Parganas
Kolkata-700027

Station : Rabindra Sarovar, Kolkata : 700 029 represented by its Director **MR. UJJAL BOSE**, PAN : ADZPB7758G, Aadhar No 804563386121 son of late Anil Kumar Bose, by faith Hindu, by occupation Business and at present residing at No. 103, Monohar Pukur Road, Post Office : Sarat Bose Road, Police Station : Rabindra Sarovar, Kolkata : 700 029, hereinafter referred to as the OWNER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors, administrators, legal representatives and assigns) of the ONE PART:

AND

PIYUSHMANYATA PROJECTS PRIVATE LIMITED (PAN-AAECP9142K), a company, incorporated under the Companies Act. 1956 having its registered office at 18, Rabindra Sarani, 5th floor, Gate No. 03, Post Office - G.P.O. Police Station : Hare Street , Kolkata : 700 001, District : Kolkata and have it's site office at 61A, Sardar Sankar Road, Post office : Sarat Bose Road. Police Station Tollygunge, Kolkata 700029 duly authorized and represented by its Directors (1) SRI NAWNEET SODHANI son of Sri Hiralal Sodhani having PAN : AUAPS2409P, Aadhar No: 602203668874, by religion : Hindu, by occupation Business, by Nationality : Indian, residing at Poddar Court, 18, Rabindra Sarani, 5th floor, Gate No. 03, Post Office - G.P.O.

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Police Station- Hare Street, Kolkata - 700 001 having it's site office at 61A, Sardar Sankar Road, Post Office : Sarat Bose Road, Police Station : Tollygunge, Kolkata 700029, District South 24 Parganas and (2) SRI RAJESH KUMAR JHAJHARIA, son of Late S. M. Jhajharia, having PAN: ACWPI3828K, Aadhar No: 646962065452, by religion : Hindu, by occupation Business, by Nationality : Indian, residing at 61A, Sardar Sankar Road, Post Office : Sarat Bose Road, Police Station : Tollygunge, Kolkata 700029, District South 24 Parganas District: South 24 Parganas 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 OTHER PART :

WHEREAS 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

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24 Parganas now South 24 Parganas and was decided to sell the said surplus land.

AND WHEREAS 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.

AND WHEREAS 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

Bhambhani Pramanic

Kanailal

Pramanic

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

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Pramanic

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

Kumar

U. S. Developers Pvt. Ltd.

[Signature]

Office at 103, Monohar Pukur Road; Police Station: Lake, 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

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: 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.

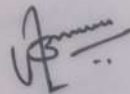
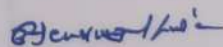

AND WHEREAS the Owner herein represent to the Developer as follows :-

Owner

Developer

[Signature]

- a. The Owner is the absolute Owners of the First Schedule Property and there is no dispute with regard to the title, identification, measurement of the First Schedule property.
- b. The Owner has not entered into any Agreement for Sale relating to the First Schedule property and / or encumbered parted with and/ or dealt with the First Schedule property or any portion thereof in any manner whatsoever to any third person.
- c. The said First Schedule property is free from all encumbrances, acquisitions, requisitions whatsoever and howsoever.
- d. There are no suits and/or legal proceedings and/or litigations pending in any Court of Law involving the question of title to the said First Schedule Property or any part thereof and/or involving the owner in relation thereto and/or in respect of the said First Schedule Property.
- e. The Owner shall clear all the Kolkata Municipal Corporation taxes, arrear dues in respect of the said First Schedule Property including the GR and dues if any related to this property till the date of handover of vacant possession thereof to the Developer.



- f. The Owner hereby indemnify the developer that in the event any litigation arises in respect and/or in relation to and/or concerning the said First Schedule Property due to any acts or omissions on the part of the owner the OWNER shall settle all the disputes at his own costs and expenses.
- g. That no partnership exist in between the Owner and the Developer and parties have no right of amalgamation with contiguous Plots
- h. whatever liability of the existing tenants will be borne by the Owner solely

AND WHEREAS the Developer herein has agreed to the above proposal of the Owner and is interested to develop the land at the said premises by constructing a proposed Ground Plus Four storied building complete with Lift and other facilities at its own costs as per building plan sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the Owner and the Developer herein have mutually agreed to develop the land by constructing a new Ground Plus Four storied building complete with Lift and other facilities at the said premises as per sanctioned building plan by the Kolkata Municipal Corporation on the following terms and conditions as mentioned hereunder.

Signature

Signature

Signature

AND WHEREAS the proposed building will be completed after demolition of the existing structure within 24 months from the date of commencement of the work after demolishing the existing building. The said period may be extended for a further period of six months if the situation so demands

THE TERMS IN THESE PRESENTS SHALL UNLESS CONTRARY OR REPUGNANT TO THE CONTEXT, MEAN AND INCLUDE THE FOLLOWING:-

1.1 SAID FIRST SCHEDULE PROPERTY :

Shall mean and include 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 : Lake, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation.

1.2 DEVELOPMENT AGREEMENT :

Shall mean this agreement with such modification and/or alteration and/or supplementary agreement as may be mutually agreed upon in writing between the Owner and the Developer herein.

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Shankar Kumar

[Signature]

1.3

DEVELOPER:

Shall mean and include the DEVELOPER herein as more fully described hereinabove and their legal representatives, successors in interest.

1.4

PLAN:

Shall mean the plan to be sanctioned by the Kolkata Municipal Corporation with such modification and/or alteration as may be required or which may be made and prepared by the DEVELOPER from time to time for the purpose of construction and erection of building on the said properties afterwards with the approval of the Owner from time to time and such plan will be sanctioned in the name of the owner herein.

1.5

SAID BUILDING :

Shall mean proposed Ground Plus Four Storied Building, sanctioned by the Kolkata Municipal Corporation on said First Schedule Property, in accordance the plan with modifications thereto, consisting of self-contained flats/apartments/ units/constructed spaces/commercial space, cars parking space, capable of being held and/or transferred and/or used and enjoyed independently of each other.

Lawyer

Benugul/Kul-

JP

1.6

ARCHITECT :

Shall mean such person who may be appointed by the DEVELOPER for the purpose of undertaking the preparation and/or modification of the said plan and also for carrying out the supervision and management of the construction of the said building to be constructed at the said property.

1.7

SPECIFICATIONS :

Shall mean the specifications of the materials to be used in course of construction of the said building more fully described in the Fifth Schedule hereunder written.

1.8

FORCE MAJEURE :

Shall mean strike, earthquakes, civil commotion, natural calamities or other irresistible forces and/or any other circumstances beyond the control of the DEVELOPER and/or for which the DEVELOPER is not responsible.

1.9

SALEABLE SPACE :

Shall mean the space in the said building/buildings, available for independent occupation after making due provisions for common facilities and amenities and the space required.

1.10 COMMON FACILITIES AND AMENITIES:

Shall include corridors, ways, passages, stairs, staircases, stair landings, common lavatories, water pump and motor, underground reservoir, overhead tank, water courses, drive-ways and other facilities which may be actually agreed upon by and between the parties and required for the establishment, location, enjoyment, maintenance and / or management of the said building.

1.11 WORD IMPORTING SINGULAR:

Shall include plural and vice versa. Words importing masculine gender shall include feminine gender and neuter gender likewise words importing feminine and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

2. DEVELOPMENT RIGHT AND COMMENCEMENT

This agreement has commenced on and with effect from the date of execution of this Agreement.

3. CONTRACT :-

In consideration of the various terms and conditions herein after provided and subject to the terms and conditions as are herein contained, whereby and where under the DEVELOPER shall be entitled to and is hereby authorized and

Lawyer

Development/...

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empowered to construct, erect and complete the said building in accordance with the plan sanctioned by the Kolkata Municipal Corporation and/or as modified and/or revalidated from time to time (hereinafter referred to as the said plan) and the Owner hereby granted delivered possession of the said first schedule property to the DEVELOPER for the purpose of such development.

4. PLAN

4.1 The Owner at it's own costs already prepared the said building plan and obtained sanctioned from KMC and the DEVELOPER shall be entitled to obtain all necessary permissions, approval as may be necessary or be required from time to time afterwards.

4.2 The Owner hereby authorize the DEVELOPER and also agreed to sign all maps, plans, applications and all other necessary papers as may be required from time to time to enable the DEVELOPER to obtain the modified plan or getting the said plan re validated and/or to obtain all necessary permission and/or approvals and/or sanctions as may be necessary or be required from time to time. It is also confirmed that all the expenses bourn by the DEVELOPER.

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5.

CONSTRUCTION :

5.1 The Owner hereby authorize and empower the DEVELOPER, and the DEVELOPER hereby agrees and undertakes to construct and complete the said building in accordance with the said sanctioned plan with all internal and external services amenities fittings and fixtures etc.

5.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed and completed in accordance with the specifications more fully and particularly described in the Fifth Schedule hereunder written and as may be approved by the Architect.

6.

COSTS OF CONSTRUCTION AND COMPLETION:

6.1 The entire costs of construction, , amenities in connection with construction, erection and completion of the said building, to be constructed on said First Schedule Property shall be borne by the DEVELOPER. Such costs shall, inter alia, include costs of all overheads regarding construction, costs of materials used for construction, fees payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The Owner shall not be required and/or liable to contribute any amount on any of the aforesaid account.

6.2 Unless prevented by any authority or any Government agency or by an order of any competent court of law and/or any circumstances beyond the control of the DEVELOPER, the DEVELOPER shall complete the said building will be completed after demolition of the existing structure within 24 months from the date of commencement of the work The said period may be extended for a further period of six months if the situation so demands.

7. OWNER'S ALLOCATION :-

a. The Owner's allocation shall mean ALL THAT one Flat having carpet area of 614 Square feet more or less on Northern portion of the Ground Floor and the entire 1st floor as per building plan vide B.P No 2018080015 dated 26.05.2018 of the proposed G+Four Storied building together with proportionate share in the land measuring an area of 3 Cottahs, 11 Chittaks and 34 Square feet. more or less lying situate at and being Premises No. 138, Sarat Bose Road, Police Station: Rabindra Sarabor, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation with all easement right, title, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat Owner of the building. The allocation of the Owner is described in the SECOND SCHEDULE herein below. Apart from that the Developer shall pay to the Owner a sum of Rs. 1,35,00,000/-

Owner

Sanjay Kumar

[Signature]

(Rupees One Core Thirty-Five Lacs) only of which an amount of Rs. 12,000,00/- (Rupees Twelve Lac) only to be paid on the date of signing and registration of this agreement and Power of attorney and thereafter Rs 23,000,00/- within 10th October 2021 subject to deliver vacant and peaceful entire possession of the First Schedule property for demolition of the existing building and balance Rs 1,000,00,00/- (Rupees One Crore) only will be paid within 45 days from the date of aforesaid possession by the Owner.

8. **DEVELOPER'S ALLOCATION :**

- a. The Developer's allocation shall include **ALL THAT** the Flats covering entire 2nd, 3rd and 4th floor and entire Car Parking Space in the Ground Floor of the proposed G+ Four Storied together with all rights and facilities and amenities attached thereto lying situate at and being Premises No. 138, Sarat Bose Road, Police Station : Rabindra Sarabor, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation with all easement right, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat Owner of the building. The Developer's allocation is fully described in the **THIRD SCHEDULE** herein below. The Developer has the right to sell it's allocation along proportionate share in the land relating to the

Lawyer

Shankar Chel

Shankar

First Schedule property by virtue of Development Power of attorney executed by the Owner in favour of the Developer to the Final Purchaser/Purchasers of it's allocation.

- b. The Developer shall also be entitled to change the layout of the flats in the allocation of the Developer, by merging the same and/or by reducing the size of the flats, at his sole and absolute discretion subject to approval by the Kolkata Municipal Corporation. Needless to add, the cost, charges and expenses therefore shall be borne by the Developer.

9. **OWNER'S OBLIGATION:-**

9.1 The OWNER shall simultaneously with execution of this Development Agreement execute and register a Development Power of Attorney in favour of the DEVELOPER to deal with of the DEVELOPER's allocation only in terms of this Agreement and with allied matters and with matters required to be dealt with on a day to day basis.

9.2 The OWNER shall sign and execute and/or register all necessary applications, papers, deeds documents and to do all such acts deeds and things as the DEVELOPER may require in order to legally and effectually vest in the DEVELOPER or the purchasers of the Developer's allocation in the said

Lawyer

Shankar Kalia

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properties and for completing the construction and erection of the said building in accordance with the sanctioned plan.

9.3 The OWNER hereby undertakes that any person claiming through and/or under her shall not cause any hindrances in the construction of the said building at the said property, whereby and where under the smooth construction of the said building is disturbed, subject to providing good building materials as mentioned in the Fourth Schedule hereunder written and making construction in accordance with law,

9.4 The OWNER shall up to the date of handing over possession of the said property to the DEVELOPER for construction, bear and pay all statutory charges in respect of the said property. However after delivery of possession of the Second Schedule property OWNER shall be liable to bear entire Taxes and other charges as imposed by the statutory authority in respect of the Second Schedule Property i.e Owner's Allocation in the new Building and further Owner shall be solely responsible all new statutory charges, after the new building of owner's allocation is completed.

9.5 The Owner will be handed over photo copy of all Title deeds and other related papers in connection with the First Schedule property to the Developer

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immediately after execution of the agreement for development. It is further mentioned that on request of the Developer, the Owner will bound to give inspection to the bank and /or financial institution and/or statutory body the said original documents after giving one days' notice.

9.6 The Owner is solely responsible for rehabilitation of the Tenant /Tenants in the newly constructed building and also liable for alternative accommodation to the Tenant /Tenants during the period of construction and solely entitled to the sale proceeds of the debris of the building.

10. **DEVELOPER'S OBLIGATIONS:**

10.1 The DEVELOPER shall complete the said building within 24 months from the date of commencement of the work after demolishing the existing building. The said period may be extended for a further period of six months if the situation so demands.

10.2 If the construction and/or completion of the building is delayed for any willful acts or negligence on the part of the Developer it shall be liable to pay such loss or damages to the Owner at the rate of Rs. 42,000/- (Rupees Forty-Two Thousand) only per month.

10.3 If handing over of the possession of the finished and habitable flat, along with the Completion Certificate is delayed, after the completion of 24 months from

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the date of commencement of the work, the Developer shall pay the above said compensation amount of Rs. 42,000/- (Rupees Forty Two Thousand) only, paid on monthly basis, within the 7th day of every English calendar month.

10.4 The DEVELOPER shall use good quality materials and fixtures and fittings for constructing the said building as prescribed by the Architect as mentioned in Fourth Schedule hereunder.

10.5 Upon completion of the construction of the building on the First Schedule property, the Developer shall obtain completion certificate from the Kolkata Municipal Corporation in reference to the Sanction Building plan and thereafter handover possession of Owner's allocation in the new building in favour of the Owner herein.

11. MISCELLANEOUS:-

11.1 Any notice required to be given by the OWNER or the DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served either on the OWNER or upon the DEVELOPER if delivered by hand and duly acknowledged or sent by prepaid speed post with

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acknowledgement due and be deemed to have been served on the OWNER or the DEVELOPER if sent to the respective address of the party.

11.2 None of the parties hereto shall do any act, deed or thing whereby and where under the other party is prevented from enjoying and/or dealing with its respective allocation in terms of this development agreement.

Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this development agreement.

12.

ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both parties. If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the

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date on which negotiations are initiated, the Disputes shall be referred to, and finally resolved through, arbitration by an Arbitrator jointly appointed by the parties hereto in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the land measuring an area of 3 Cottahs, 11 Chittaks and 34 Square feet. more or less together with Three Storied building each floor having an area of 1500 Square Feet more or less 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 with all easement right, title, interest, attached thereto butted and bounded by:-

ON THE NORTH : Property at Premises No 134C, Sarat Bose Road:

ON THE EAST : Property at Premises No 138/1, Sarat Bose Road:

ON THE SOUTH : 40 Feet wide KMC Road:

ON THE WEST : Property at Premises No 136, Sarat Bose Road:

Property belongs to Zone : 3

Lawyer

Benjamin J. J.

J. J.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owner's Allocation)

ALL THAT one Flat having carpet area of 614 Square feet more or less on Northern portion of the Ground Floor and the entire 1st floor as per building plan vide B.P No 2018080015 dated 26.05.2018 of the proposed G+Four Storied building together with proportionate share in the land measuring an area of 3 Cottahs, 11 Chittaks and 34 Square feet. more or less lying situate at and being Premises No. 138, Sarat Bose Road, Police Station: Rabindra Sarabor, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation with all easement right, title, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat Owner of the building. Apart from that the Developer shall pay to the Owner a sum of Rs. 1,35,00,000/- (Rupees One Core Thirty-Five Lacs) only of which an amount of Rs. 12,00,000/- (Rupees Twelve Lac) only to be paid on the date of signing and registration of this agreement and Power of attorney and thereafter Rs 23,00,000/- within 10th October subject to deliver vacant and peaceful entire possession of the First Schedule property for demolition of the existing building and balance Rs 1,00,00,000/- will be paid within 45 days from the date of aforesaid possession by the Owner.

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT the Flats covering entire 2nd, 3rd and 4th floor and entire Car Parking Space in the Ground Floor of the proposed G+ Four Storied together with all rights, facilities and amenities attached thereto lying situate at and being Premises No. 138, Sarat Bose Road, Police Station : Rabindra Sarabor, Kolkata: 700029 within ward no 85 of the Kolkata Municipal Corporation with all easement right, interest, attached thereto together with right of user of the common areas and facilities in common with other the Flat Owner of the building

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Specification of Materials to be used in construction)

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:

Levan

Rajendra Kumar

J. B. S.

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:

Vitrified Tiles flooring in all the rooms, 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 or designer tiles as suggested by the Architect.

TOILET:

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

KITCHEN:

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Black stone cooking platform with Granite slab and glazed tiles upto 2' 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.

Lawson

Shankar/Kul-

[Signature]

INTERNAL WALLS:

Snow white plaster of Paris finished walls.

EXTERNAL WALLS:

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

ROOF:

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

LOBBY:

Aesthetically designed lobby finished with Marble/Granite.

LIFT:

Good quality Elevator will be provided.

WATER SUPPLY:

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

THE FIFTH SCHEDULE ABOVE REFERRED TO**(Common Portions)**

- Lobbies, staircases and landings of the building.
- Stair head room
- Lift machine room, chute and lift well of the Said building.
- Common installations on the roof above the top floor of the Said building.
- Common staff toilet in the ground floor of the Said building.

Lasser

Abhikumar/Kw-

VP

- Overhead water tank, water pipes and sewerage pipes of the Said Block (save those inside any Unit or attributable thereto).
- Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).
- 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.
- Lift and lift machinery of the Said building.
- Other areas and/or installations and/or equipment's as are provided in the Said building for common use and enjoyment.
- Centralized water supply system for supply of water in common to the building.
- Main sewer, drainage and sewerage pits and evacuation pipes in the Said building.
- Pumps and motors for water supply system for both building and Common Portions.
- Wiring and accessories for lighting of Common Portions of the Said building.
- Lighting arrangement for lighting of common Portions of the Said building.
- The ultimate roof of the building.

Handwritten signature

Handwritten signature

Handwritten signature

IN WITNESS WHEREOF the said Owner and the Developer have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of :

WITNESSES :

1. Subhasis
Das Gupta
Alipore Judges
Court, Kol. 27

U.S. DEVELOPERS PVT. LTD.

(UJJAL BOSE)
Director

Signature of the OWNER

2. Tapas Maity
Alipore police court
Kul-27

PIYUSHMANYATA PROJECTS PVT. LTD.

Manasit Saha

Director/Authorised Signatory

PIYUSHMANYATA PROJECTS PVT. LTD.

Manasit Saha
Director/Authorised Signatory

Signature of the DEVELOPER

Drafted by:

Subhasis Das Gupta
Subhasis Das Gupta,
Advocate,
Alipore Judges' Court,
Kolkata : 700027

RECEIPT

RECEIVED a sum of Rs. 12,00,000/- (Rupees Twelve Lac) only out of the total sum of Rs. 1,35,00,000/- (Rupees One Crore Thirty-Five Lac) only from the Developer as per agreement

MEMO OF CONSIDERATION

By a/c payee cheque no 000444 dated 31.08.21 Drawn on ICICI Bank Gurusaday Road branch in the name of the Owner	Rs. 12,00,000/-
Total	Rs. 12,00,000/-

(Total Rupees Twelve Lac) only.

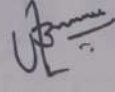
SIGNED, SEALED & DELIVERED at

Kolkata in the presence of :

WITNESSES :

1. Subhendu
Das Gupta

U.S. DEVELOPERS PVT. LTD.

 (UJJAL BOSE)
Director

Signature of the OWNER

2. Supas Maity



Thumb Index Finger Middle Finger Ring Finger Little Finger

Left Hand



Right Hand

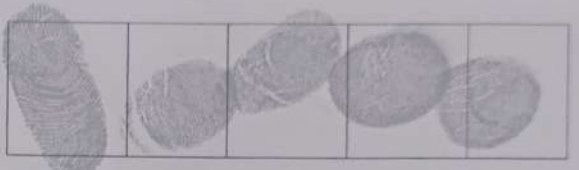


NAME : MR. UJJAL BOSE

Signature :



Left Hand



Right Hand



NAME : SRI RAJESH KUMAR JHAJHARIA

Signature :



Left Hand



Right Hand



NAME : SRI NAWNEET SODHANI

Signature :



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192021220066006051 Payment Mode: Online Payment
GRN Date: 31/08/2021 10:53:01 Bank/Gateway: ICICI Bank
BRN : 66619685 BRN Date: 31/08/2021 10:08:53
Payment Status: Successful Payment Ref. No: 2001567127/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: PIYUSHMANYATA PROJECTS PVT LTD
Address: 18 RABINDRA SARANI PODDAR COURT, KOLKATA
Mobile: 9883285794
Depositor Status: Buyer/Claimants
Query No: 2001567127
Applicant's Name: Mr Subhasis Das Gupta
Identification No: 2001567127/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001567127/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001567127/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	12021
			Total	87042

IN WORDS: EIGHTY SEVEN THOUSAND FORTY TWO ONLY.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

U S DEVELOPERS PRIVATE LIMITED



14/06/2005

Permanent Account Number

AAACU8610P

06122006

U.S. DEVELOPERS PVT. LTD.

Director

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

UJJAL BOSE

ANIL KUMAR BOSE

24/12/1964



Permanent Account Number

ADZPB7758G



Signature



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1178/49616/04863

To

উজ্জল বোস

Ujjal Bose

S/O: Anil Kumar Bose

103 Monohar Pukur Road

Sarat Bose Road

Sarat Bose Road

Circus Avenue Kolkata

West Bengal 700029

9830533787

06/01/2017

18549633



MD185496339FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

8045 6338 6121

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India



উজ্জল বোস

Ujjal Bose

জন্মতারিখ / DOB : 24/12/1964

পুরুষ / Male



8045 6338 6121

আমার আধার, আমার পরিচয়



Benking/ps:

आयकर विभाग
INCOME TAX DEPARTMENT
NAWNEET SODHANI

HIRALAL SODHANI

05/02/1975

Permanent Account Number

AUAPS2409P

Handwritten signature



भारत सरकार
GOVT. OF INDIA



18022013

Handwritten signature

सामग्री विभाग
INCOME TAX DEPARTMENT

सर्वोच्च न्यायालय
GOVT. OF INDIA

राजेश कुमार जहाजहरी
SAWARMAL JHAJHARIA

017011970

Permanent Account Number
ACWPJ3826K


Signature



01701/1970



GOVERNMENT OF INDIA
GOVERNMENT OF KERALA



Name: Sreedharan
Date of Birth: 05/07/1975
Male: MALE

6022 0366 8874
V.D. 9167700163641631

നീതി ആധാരം, നീതി വർദ്ധന



GOVERNMENT OF INDIA
GOVERNMENT OF KERALA



ADDRESS:
TOWER 5, PLAT NO:15A, PEARL CITY
70 FTH, E.M. SHARADA GANDHI ROAD,
Paschim Puzha, Kollam,
West Bengal - 700021



6022 0366 8874
V.D. 9167700163641631

1997 | 100% | 100% | 100%

Handwritten signature



ভারতীয় বিশিষ্ট পরিচয় প্রাপ্তিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

ভাসিকাতুক্তির আই ডি/Enrollment No.: 1040/20009/00585

19/11/2012 To

রাজেস কুমার জাহাডিয়া
Rajesh Kumar Jhajharia
68/1 DR. DEODHAR RAHAMAN ROAD
TOLLYGUNGE Tollygunge H.O.
Tollygunge Kolkata
West Bengal 700033

19959489



MN199594897DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

6469 6206 5452

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



রাজেস কুমার জাহাডিয়া
Rajesh Kumar Jhajharia
পিতা : সাওয়ার্মাল জাহাডিয়া
Father : SAWARMAL JHAJHARIA
জন্ম সাল / Year of Birth : 1970
পুরুষ / Male



6469 6206 5452

আধার - সাধারণ মানুষের অধিকার

Signature

Major Information of the Deed

Deed No :	I-1605-02139/2021	Date of Registration	01/09/2021
Query No / Year	1605-2001567127/2021	Office where deed is registered	
Query Date	23/08/2021 8:54:20 AM	1605-2001567127/2021	
Applicant Name, Address & Other Details	Subhasis Das Gupta Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830049174, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 12,00,000/-]		
Set Forth value	Market Value		
Rs. 45,00,000/-	Rs. 3,70,55,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 12,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Bose Road, Road Zone : (Hazra Road -- Deshapriya Park (Ward Nos. 84 & 85)) , , Premises No: 138 , , Ward No: 085 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 11 Chatak 34 Sq Ft	40,00,000/-	3,36,12,501/-	Property is on Road
Grand Total :				6.1623Dec	40,00,000 /-	336,12,501 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4500 Sq Ft.	5,00,000/-	34,42,500/-	Structure Type: Structure
Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 2, Area of floor : 1500 Sq Ft.,Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 3, Area of floor : 1500 Sq Ft.,Residential Use, Mosaic Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		4500 sq ft	5,00,000 /-	34,42,500 /-	






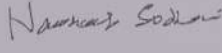
Land Lord Details :



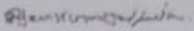
Sl No	Name,Address,Photo,Finger print and Signature
1	U. S. DEVELOPERS PVT. LTD 103, Monohar Pukur Road, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AAxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PYUSHMANYATA PROJECTS PRIVATE LIMITED 18, Rabindra Sarani, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr UJJAL BOSE Son of Late Anil Kumar BOSE Date of Execution - 01/09/2021, , Admitted by: Self, Date of Admission: 01/09/2021, Place of Admission of Execution: Office			
		Sep 1 2021 12:27PM	LTI 01/09/2021	01/09/2021
	103, Monohar Pukur Road, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxx8G, Aadhaar No: 60xxxxxxx6785 Status : Representative, Representative of : U. S. DEVELOPERS PVT. LTD (as Director)			
2	Name	Photo	Finger Print	Signature
	Mr NAWNEET SODHANI Son of Mr Hiralal SODHANI Date of Execution - 01/09/2021, , Admitted by: Self, Date of Admission: 01/09/2021, Place of Admission of Execution: Office			
		Sep 1 2021 12:28PM	LTI 01/09/2021	01/09/2021
	18, Rabindra Sarani,, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxx9P, Aadhaar No: 60xxxxxxx8874 Status : Representative, Representative of : PYUSHMANYATA PROJECTS PRIVATE LIMITED (as Director)			

Name	Photo	Finger Print	Signature
Mr RAJESH KUMAR JHAJHARIA (Presentant) Son of Late S M JHAJHARIA Date of Execution - 01/09/2021, , Admitted by: Self, Date of Admission: 01/09/2021, Place of Admission of Execution: Office	 Sep 1 2021 12:29PM	 LTI 01/09/2021	 01/09/2021
61A, Sardar Sankar Road, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx8K, Aadhaar No: 64xxxxxxxx5452 Status : Representative, Representative of : PYUSHMANYATA PROJECTS PRIVATE LIMITED (as Director)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhasis Das Gupta Son of Late B M Das Gupta Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 01/09/2021	 01/09/2021	 01/09/2021
Identifier Of Mr UJJAL BOSE, Mr NAWNEET SODHANI, Mr RAJESH KUMAR JHAJHARIA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	U. S. DEVELOPERS PVT. LTD	PYUSHMANYATA PROJECTS PRIVATE LIMITED-6.16229 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	U. S. DEVELOPERS PVT. LTD	PYUSHMANYATA PROJECTS PRIVATE LIMITED-4500.00000000 Sq Ft

On 01-09-2021

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

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

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

Presented for registration at 11:30 hrs on 01-09-2021, at the Office of the A.D.S.R. ALIPORE by Mr RAJESH KUMAR JHAJHARIA ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,70,55,001/-

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

Execution is admitted on 01-09-2021 by Mr UJJAL BOSE, Director, U. S. DEVELOPERS PVT. LTD (Private Limited Company), 103, Monohar Pukur Road, City:- , P.O:- Sarat Bose Road, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 01-09-2021 by Mr NAWNEET SODHANI, Director, PYUSHMANYATA PROJECTS PRIVATE LIMITED (Private Limited Company), 18, Rabindra Sarani, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 01-09-2021 by Mr RAJESH KUMAR JHAJHARIA, Director, PYUSHMANYATA PROJECTS PRIVATE LIMITED (Private Limited Company), 18, Rabindra Sarani, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Subhasis Das Gupta, , Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,021/- (B = Rs 12,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 12,021/-

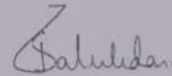
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/08/2021 10:54AM with Govt. Ref. No: 192021220066006051 on 31-08-2021, Amount Rs: 12,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 66619685 on 31-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2615, Amount: Rs.50/-, Date of Purchase: 31/08/2021, Vendor name: M Gazi
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/08/2021 10:54AM with Govt. Ref. No: 192021220066006051 on 31-08-2021, Amount Rs: 75,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 66619685 on 31-08-2021, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2021, Page from 91515 to 91562
being No 160502139 for the year 2021.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2021.09.06 17:25:25 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2021/09/06 05:25:25 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)