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 & NO. 32244/2018.

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Certified that the document is submitted to registration. The signature shown and the endorsement stamp attached with this document are the part of this document

District Sub-Registrar
 Alipore South 25 Pargana

01 FEB 2018

THIS AGREEMENT made this 15th day of February 2018 BETWEEN (1) DR. (MRS.) SARBANI MUKHERJEE (PAN No. AZDPM1564B) Wife of Dr. Ananda Moy Mukherjee, Daughter of Late Dr. Baidyanath Banerjee, by faith Hindu, by Occupation - Retired from Service, residing at 159, Block G, New Alipore, P.O. New Alipore, P.S. New Alipore, Kolkata - 700053, AND (2) DR. BISWAJIT BANERJEE (PAN No. AZFPB1410P) Son of Late Dr. Baidyanath Banerjee, by faith Hindu, by occupation Economist, residing at 159, Block G, New Alipore, P.O. New Alipore, P.S. New Alipore, Kolkata-700053, AND (3) DR. INDRAJIT BANERJEE (PAN No. APIPB6673B) Son of Late Dr. Baidyanath Banerjee, by faith Hindu, by occupation Physicist, residing at 159, Block G, New

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Banerjee, by faith Hindu, by occupation Physicist, residing at 159, Block G, New Alipore, P.O. New Alipore, P.S. New Alipore, Kolkata- 700053 hereinafter jointly referred as "OWNERS/ LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heir / heirs, successor/successors, executors, administrators, legal representatives and assigns) of the ONE PART -AND- M/s Tirupati Tower Private Limited a Company registered under the Companies Act, 1956, having its registered office at 1, Garstin Place, Kolkata-700001, having its PAN AABCT0495N, represented by its director Basant Kumar Parakh son of Shri R.L.Parakh by Occupation Business residing at 50, Haraprasad Sastri Sarani, P.O & P.S New Alipore, Kolkata - 700053, having his PAN AFRPP9480P as per Board Resolution dated 1st February 2018 hereafter called 'the Developer' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART ;

WHEREAS:

A. DEFINITION :

The terms in these presents shall, unless they be contrary or repugnant to the context, mean and include the following.

- a. **Advocates** shall mean a practicing legal practitioner/lawyer / advocates whom the Developer may from time to time appoint as the Advocates for the Project.
- b. **Architect** shall mean such Architect as may be appointed by the Developer for the proposed New Building being jointly developed in concurrence with the Owners of the premises.
- c. **Association** shall mean a society or syndicate or association to be promoted and formed by the Co-Owners for the Common Purposes.
- d. **Amalgamation** of the different part of the 1st Schedule of the premises shall be caused for the betterment of the properties as defined Schedule hereunder since the every part and portion of the 1st Schedule mention Property is contiguous to each other and situated within a common boundary wall.
- e. **Car Park** shall mean the covered car parking space in the ground floor of the new Building or the ground level of the Premises for use by the Co-owners of the new building.
- f. **Owners** shall jointly mean Dr. (Mrs.) Sarbani Mukherjee, Dr. Biswajit Banerjee and Dr. Indrajit Banerjee respectively and their successors in interest as more fully described hereinabove .

- g. **Co-Owner**, shall mean any person who acquires, holds and/or owns any undivided share or interest in the land at the Premises and get their respective Units constructed and completed and shall include the Owners and the Developer and their nominee/s for the Units held by them, from time to time.
- h. **Corporation**, shall mean the Kolkata Municipal Corporation and shall include the Calcutta Metropolitan Development Authority now Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon, approve and/or sanction the Plans;
- i. **Common Expenses** shall mean and include all expenses to be incurred by the Co-Owners for the management and maintenance of the New Building and the Premises including the expenses mentioned in THE 3rd SCHEDULE hereto.
- j. **Common Portions** shall mean all the Common Areas described in PART-I of the 3rd SCHEDULE hereto and also the Common Parts i.e. the facilities, amenities, erections, constructions and installations to be comprised in the New Building intended by the Developer for common use and enjoyment of Co-owners of the Premises more fully described in PART-II of the 3rd SCHEDULE hereto.
- k. **Common Purposes** shall mean the purposes of managing and maintaining the Premises and the Building there at and particularly the Common Areas comprised therein, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-Owners of the Premises and relating to their mutual rights and obligations,
- l. For the most beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common shall also include similar purposes of managing and maintaining the Common Areas as are common to and amongst all the Unit Owners of the Building.
- m. **Covered Area** with respect to any Unit shall mean the area within the boundary walls of the respective Unit including the area under the internal walls plus the area under the boundary walls of such Unit PROVIDED THAT if any walls be common between two Units then half of the area under such wall shall be included in such Unit and the same has been fixed by the Parties hereto by mutual consent at 75% of the Super Built up Area whether the same be more or less.
- n. **Date of Possession** shall mean the 30th (Thirty) day of the service of the notice for possession on completion of the project. The Developer shall

taken over by the Unit Owners.

- ii. **Proportionate or Proportionately** if not otherwise specifically mentioned shall mean the proportion which the Super Built up Area of any Unit bears to the Super Built up Area of all the Units in the Building Complex.
- v. **Residual Area** shall mean and include 50% (Fifty Percent) of the total constructed space in the new building **TOGETHER WITH** the proportionate undivided variable impartible share in the land comprised in the said premises and further including the undivided variable proportionate share in the common parts, portions and facilities and further together with the proportionate share in car parking spaces excluding the studio on the ground floor of the Landowners and proportionate undivided share in the roof which shall be the Developer's allocation.
- w. **Retained Area** shall mean and include 50% (Fifty Percent) of the total constructed space, in the new building comprising of various units to be constructed as per the specifications mentioned in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the proportionate undivided variable impartible share in the land comprised in the said premises and further including the undivided proportionate variable share in the common parts, portions and facilities and further together with the proportionate share in car parking spaces and the proportionate undivided share in the common area and share in roof which shall be the allocation of all the Owners respectively as per their share.
- x. Super built up are in respect of the Unit/s shall mean the entire covered area of the respective Unit plus proportionate undivided share of the Common Areas described in Part-I of the 3rd Schedule hereof.
- y. **Title of the Premises** is free from all encumbrances, charges, liens, lispendences and mortgages of any nature whatsoever and howsoever. The Owners confirm that the Premises has a good clear marketable title and the same is within the peaceful and vacant possession of the Owners.
- z. **Mutation & Amalgamation:** The Developer shall cause the said premises mutated and amalgamated into a single premises in the record of the Kolkata Municipal Corporation and in the name of the Owners. The Owners shall sign and deliver all documents relating thereto to the Developer. The totality of all legal, financial and administrative cost of getting the Mutation done will be borne by the developer. The developer will also bear the cost of Lawyer's fee and administrative costs for getting the amalgamation done. The owners will 2 bear the cost of stamp duty and registration fees for getting the amalgamation done. (Note: A proposed draft of amalgamation was submitted to the Developer

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by the owners, to which the Developer commented that the stamp duty would be too high. The developer subsequently offered to get it prepared from their Advocate free of charges. However, the cost of stamp duty and registration fees shall be paid and borne by the owners.

- aa. **NOC from Urban Land Ceiling:** There is no excess vacant land in the said premises. However, for the purpose of sanction of building plan, NOC has to be furnished from the ULC Department in the name of owners and the owners shall sign and submit all necessary documents for the purpose thereof to the Developer for doing the needful by the Developer. The cost of this shall be borne by the developer.
- bb. **Sanction of Plan:** The Developer shall submit the necessary Plan(s) for a G+V (ground plus five) storied residential building before the Kolkata Municipal Corporation at its own cost for construction of new building(s) at the said Premises at its own cost.
- cc. **Allocation:** The allocation of the flats, servants' quarters, roof and car parking spaces would be in the following manner

Flats	South Side	North Side
1 st Floor	Developer	Owners
2 nd Floor	Developer	Owners
3 rd Floor	Owners	Developer
4 th Floor	Owners	Developer
5 th Floor	Owners	Developer

- dd. **Unit** shall mean any flat, car parking spaces or other Covered Area in the New Building which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners.
- ee. **Units** shall mean the spaces constructed in the New Building intended and/or capable of being exclusively owned, held and/or occupied by any Unit Owner.
- ff. **Devolution** of the title of the Premises has been specifically envisaged in the Fourth Schedule hereunder.

B. THE OWNERS HAVE JOINTLY AND SEVERAELY DECLARED & REPRESENTED TO THE DEVELOPER as follows :

- a. The aforesaid owners are the absolute owners of All That the Premises free from all encumbrances, charges, liens, lispendence of any nature whatsoever or howsoever and with clear marketable title.
- b. The entirety of the Premises is in the khas and vacant possession of them and no person or persons other than them has any right of occupancy, easement or otherwise on the Premises or any part thereof.
- c. There are no suits and/or proceedings and/or litigations pending in respect of the Premises or any part thereof in any Court of law or tribunal.
- d. No person other than them has any right, title and/or interest, of any nature whatsoever, in the Premises or any part thereof.
- e. There is no excess vacant land in the Premises nor any part of the Premises has been or is liable to be acquired under the Urban Land (Ceiling and Regulation) Act, 1976 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.
- f. The Premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of them..
- g. Neither the Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to income Tax, Revenue or any other Public Demand.
- h. The Owners have not in any way dealt with the Premises whereby the right, title and interest of them as to the ownership, use, development and enjoyment thereof, is or may be affected in any manner whatsoever.
- i. All outgoings with respect to the premises have been paid by them upto date.
- j. They are fully and sufficiently entitled to enter into this Agreement with the Developer.
- k. The representations and declaration of all the owners mentioned hereinabove (hereafter collectively called 'the Said Representations') are true and correct.
- l. All the Owners have jointly appointed the Developer as the Developer of the Premises and the Developer has accepted such appointment on the terms and conditions contained hereinafter.

DEVELOPER'S OBLIGATIONS:

1. The Developer on behalf of and in the name of all as mentioned above shall at its own costs get the Plans sanctioned by the Kolkata Municipal Corporation for the purpose of construction of new building/s at the Premises aforesaid.
2. The Developer will construct such maximum area as can be constructed, presumably under the building Rules and Regulations and by Laws of the Corporation and in conformity with the sanction plans.
3. At any time hereafter all the Owners jointly give vacant possession, the Developer shall be entitled to enter upon the Premises and do all works for the construction of the New Building/s thereon at its own costs and expenses and also protecting the rights of all the Owners.
4. All costs, charges and expenses for preparation and sanction of plans and construction of new building and/or development of the Premises has been and shall be borne and paid by the Developer exclusively.
5. The Developer shall cause such changes to be made in the plans as the Architects may design and suggest and/or as shall be required by the concerned authorities, from time to time the Developer shall take concurrence of the Owners in all such cases.
6. The Developer shall be at liberty to do all works as be required for the Project and to utilize the existing water, electricity and other utilities in the Premises, at its own costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the Project.
7. The Developer will construct and complete the Retained Area in the New Building/s with the specification mentioned in the 3rd SCHEDULE hereto (hereafter called 'the said Specification') and shall allow the Owners or their representative to inspect the same time to time and if any defect is found, then to rectify the same.

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8. The Retained Area shall be constructed by the Developer for and on behalf of the Owners as mentioned above and/or their nominees, and the rest of the New Building and/or the Project shall be constructed by the Developer for and on behalf of itself and/or its nominees.
9. The Developer will provide electricity connection for the entirety of the New Building including the Retained Area but all costs, charges and expenses for obtaining the supply of electricity including security deposit to be made with CESC in respect of the Retained Area shall be borne and paid by the respective Owners jointly and/or severally. Apart from the aforesaid, the Owners shall jointly bear and pay to the Developer for the proportionate cost of generator for the power to be used by them from generator and the payments to be intimated by the Developer and in this regard it is clarified that all the Owners shall inform the Developer in writing as to how much KVA of power is required by them from the generator. It is further mutually agreed between the parties herein that the Owners shall not pay the proportionate cost for installation of Generator for 3 flats exclusively to be used for their personal use.
10. Upon completion of the New Building the Developer may at the cost and request of the Owners maintain and manage the same in accordance with such rules as may be framed by the Advocates of the Land Owners, Developer and their Transferees, and as be in conformity with other buildings containing ownership flats. The Developer and the Owners and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management of the building and surrounding areas in the premises.
11. The Developer shall assist in causing the formation of a Society/Association or Company for the Common Purposes and the Unit Owners shall be made the owners of such organization, in proportionate share, and as early as possible. and after the completion of the Project, the Developer shall hand over all deposits and all matters arising in respect of the management of the Premises and particularly the Common Portions to the said Society/Association or Company.



12. The Developer shall hold and guard possession of the premises after receipt of handing over Possession from the Land Owners in writing till completion of the Project.
13. The Developer shall be entitled to use the Premises for setting up a temporary site office and/or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the Project and post its watch and ward staff during construction period as well as handing over the possession of the flats/units to the co-owners after completion of the project.
14. It shall be the responsibility of the Developer to demolish the existing buildings and structures at the Premises and clear the site for the purpose of construction at its own costs. It has been agreed between the parties herein that the sale of the contents of the old building shall be shared equally between the Owners and the Developer.
15. The Developer shall be entitled to create any charge and/or any other encumbrances and/or enter into any agreement and/or arrangement in respect of the Residual area and the Developer shall be entitled to take construction or any other loan for the purpose of completion of the Project and the Developer shall also be entitled to get the Project financed and/or approved by financial institutions for the purpose of enabling prospective nominees of the Developer to avail of using Home loans from such institutions. The Owners shall have no financial liabilities or responsibility concerning the same in any manner whatsoever and the Developer shall keep the Owners saved harmless and indemnified in respect thereto. The Developer shall intimate the Owners in writing if loans are taken by the Developer against the Developer's share of the new building.
16. The Developer shall keep the Owners saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings that may arise due to anything done by the Developer during demolition and construction of the New Building, including claims by the Owners of adjoining properties, for damage to their buildings, all claims and demands of the suppliers, contractors, workmen and agents of the Developer, on any account whatsoever, including, any accident or other loss, any demand and/or any action taken by the Corporation and/or any other authority for any illegal or

faulty construction or otherwise of the New Building.

17. Before offering possession of the Retained Area to the Owners, the Developer shall at its own costs obtain a certificate from the Architect that the Retained Area (the possession whereof is offered to the Owners) and the Common Areas are generally completed and thereafter shall apply for and obtain occupancy certificate from the Corporation.
18. The Developer shall not deliver possession of the Residual Area before the date of possession of the Retained Area (i.e. the area retained by the Owners).
19. The Developer shall accord the following:-
 - a) The completion certificate issued by the KMC in respect of the newly constructed building.
 - b) Lift licence/s.
 - c) Water and electricity connection and the relevant documents pertain thereto.
 - d) The exact voltage and current rating of the electricity supply and the cost of the meter installation at the said new building to be borne by proportionately between the parties.
20. **Time:** Time shall be the essence of the contract and the Developer shall complete the new building/s within a period of 24 months with a grace period of 6 months from the date of completion of foundation work subject to reasons beyond control. In case of any willful delay, the Developer shall pay damages to the Owners: Rs. 1 lakh (Rupees one lakh only) per month delay provided however, the delay must NOT be greater than 6 months beyond the grace period. For any delay beyond the initial delay period of total of 12 months (including the 6 months grace period), the penalty shall be Rs.10 lakhs (Rs. Ten lakhs) per month..
21. **Alternative Accommodation:** The Developer at its own cost shall arrange the alternative accommodation, by way of 2 apartments of 3 bedrooms each, for the owners during the construction period at the said Premises which shall be in close proximity to the said premises. The developer, at the cost of the developer, shall pack and move the owners from the premises to the temporary accommodation and back when the flats are ready for move in. Rent shall be paid directly to the landlord by the

also receiving all money in respect of Residual Area and further that the Owners shall, from time to time, grant such further powers or authorities to the Developer and/or its nominees, as may be necessary from time to time subject to requirement to complete the project.

6. The Owners shall give inspection of all documents, title deeds and/or any other papers as and when required to establish the title to the premises.
7. After handing over of possession of the Retained area to the Owners all municipal rates, taxes, maintenance charges, charges for utilities and other outgoings shall be paid by the Owners and other co-owners of the New Building in proportion to their respective areas.
8. The Owners shall transfer to the Developer and/or its nominees undivided proportionate share in the land contained in the Premises appurtenant to the Residual Area i.e. all the remaining open and/or covered areas out of the Project other than the Retained Area.
9. If required Owners shall join and/or cause such persons as may be necessary to join as parties in any document, conveyance and/or any other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the Residual Area and similarly, the Developer shall join in respect of the Retained Area.
10. The Owners hereby undertake not to create any charge or mortgage and/or any other encumbrances and/or enter into any agreement and/or arrangement in respect of the Residual Area and such restriction will not be applicable in case of retained areas and there should be no interference by the Developer in respect of dealing in the retained areas.
11. The Owners and/or their nominees shall reimburse the Developer, proportionately, the total amount of deposits and expenses as be required to obtain electricity from CESC Limited and/or otherwise including cost of generator etc in respect of the Retained area.
12. The Developer shall paint and finish all internal walls of each apartment retained by the Owners.
13. That the Owners declare that there are 4 (four) premises being No. (i) KMC Premises No. 50, JnanGoswami Sarani, mailing address 23A/159A Diamond Harbour Road, Kolkata-700053 being Assessee No. 110811900515 consisting of land measuring 3 Kottah 11 Chitack together with three storied building and the other 3 (three) plots of land being (ii) KMC Premises No. 23A/159D, Diamond Harbour Road, Kolkata-700053, Assessee No. 110810613348,



consisting of land measuring 3 Cottah 11 Chittak 7 Sq.ft mailing address 23A/159A, Diamond Harbour Road, Kolkata-700053, (iii) KMC Premises No. 23A/159B, Diamond Harbour Road, mailing address, 23A/159A, Diamond Harbour Road, Kolkata-700053, Assessee No. 110810613294 consisting of land measuring 2 Cottah 1 Chittak 16 sq.ft.(iv) KMC Premises No. 23A/159C, Diamond Harbour Road, mailing address, 23A/159A, Diamond Harbour Road, Kolkata-700053, Assessee No. 110810613336 consisting of land measuring 2 Cottah 1 Chittak 16 sq.ft. to be amalgamated into one premises and the parties herein will enjoy entire portion as their own and joint property and the Developer shall make into a single assessee number and single postal address for which Developer shall accord all its assistance

D. MUTUAL COVENANT

It has been mutually agreed and decided between the parties herein that in addition to the Owners' Allocation of flats, a small studio with a toilet-cum bathroom and space for kitchenette will be provided to the owners on the Ground Floor for the Owners' house. This should be delivered in finished move-in condition. The dimensions of this studio and the servants' quarters are to be finalized and approved by the owners prior to signing of the MOU. Availability of Specification of Constructed area: Ground Floor will have 20 Car Parking, two common Toilets (one gents and one ladies) & 1 Bath, including the caretaker studio (room plus kitchenette and toilet). (Note: This plan has NOT been finalized yet. The developer must submit a plan with pillars etc. so that the exact number of car park spaces and servants quarters is defined prior to signing of MOU.)

Allotment: Covered parking spaces means under the floor of the 1st floor. Uncovered parking spaces are in the open areas around the building. Once the plans are finalized 50% of the covered spots will belong to the owners. 50% of the uncovered parking spaces will belong to the owners. Rest will belong to the Developer. Car spaces shall be numbered and side of the space to be marked along with boundary line. 50% of the total number of servant quarters and the studio for the owners' caretaker will belong to the owners. 50% of the servant quarters will belong to the Developer .

The roof of the new building shall be divided as follows: 50% of the roof, on the south side shall belong to the owners and shall be demarcated as such. The balance portion of the roof shall be for common use of all the residents of the 10 flats exclusively.

The Owners' allocation: To be delivered finished and move in ready exclusively for 3 Retained selves occupied flats for the Owners. The finishes would include

Additional Covenant: Save and except as described in the Agreement the developer shall not build anything else on the roof, or the ground floor, or elsewhere in the premises. It is to be explicitly noted that the developer shall not sell any space for any purpose to anyone other than noted in this section without the explicit written permission of the owners and appropriate compensation agreed upon.

As discussed between both parties, proceeds from the sale of contents of the old building shall be shared equally between the owners and the developer.

The Developer shall, at the time of signing of THESE PRESENTS give a detailed timetable of the construction project to the landowners. The time for obtaining sanction of building plan should be specified and also the handing over the possession of the old building to the developer has also to be mentioned in the development agreement. The developer must give appropriate amount of time to the owners to remove certain fixtures from the building prior to handover.

D. OTHER TERMS AND CONDITIONS:

1. The new building shall be for residential purpose only.
2. In case it be required to pay any outstanding dues to the Corporation or any other outgoings and liabilities in respect of the Premises, then all the Owners shall pay such dues and bear the costs and expenses thereof till the date of handing over the possession and the Developer shall be liable for the subsequent period, if any. In other words, the Developer shall pay the Municipal rates and taxes and electricity bills from the date of getting possession of the premises till the date of handing over possession of the Retained Area and residual area as well.
3. Upon sanction of building plans all the Owners and Developer shall execute a proper memo specifying the Flat nos. and other particulars of the Residual Area belonging to the Developers and the Retained Area belonging to the respective Owners.
4. The Owners and the Developer shall be entitled absolutely to the Retained areas and the Residual area respectively and shall be at liberty to deal therewith in any manner they deem fit and proper **SUBJECT HOWEVER TO**, the general restrictions for mutual advantage inherent in the Ownership Flat Schemes without prejudice to the rights and intention of the parties herein.

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5. The Developer has been authorized and empowered to nominate such person and on such terms and conditions as the Developer may deem fit and proper for purchase of the Residual Area and all realisations therefrom shall belong to the Developer absolutely and forever without the Owners having any kind of claim therein and all the Owners shall execute and register necessary deed/s of conveyance in favour of such nominees of the Developer and/or the Developer without asking for any additional consideration.
6. The form of the documents to be utilised by the parties shall be such as be drawn by the Advocate.
7. The Owners shall be entitled to all realisation from sale of the Retained Area, whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the Developer shall be entitled to all such monies receivable from and/or in respect of the Residual Area whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise **PROVIDED HOWEVER THAT** the monies payable and/or deposits for Common Purposes and Common Expenses shall be receivable by the Developer, which will be subsequently transferred to the Flat owners Association when formed, from all the Unit Owners as fully mentioned hereafter.
8. The Owners/Developers shall promptly pay their respective shares of applicable taxes on their respective allocated areas as imposed by statutory bodies/Government, applicable presently or as may be imposed in future and the Developer shall handover the charge of maintenance once the Association and/or Maintenance agency is formed.
9. The Developer shall pay non refundable deposit of a sum of Rs. 3.21 crores (Rupees Three crores Twenty One Lac only) with the Owners equally through direct bank transfer in the following manners:-
 - i. Rupees 2.14 crores (Rupees Two Crore and fourteen Lacs only) on or before the execution of this agreement.
 - ii. Balance amount of Rupees 1.07 crores (Rupees One Crore and Seven Lacs only) shall be paid immediately upon transfer of peaceful vacant possession to the Developer.
10. The cost of preparation, stamping and registration of the Conveyances shall be borne and paid by the respective transferees. However no conveyance shall be required to execute and register for the Retained Area, at present however if the

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law changes then the Developer shall execute and register the Conveyance for the Retained Area at the cost of the Owners.

11. The powers and/or authorities granted and/or to be granted in favour of the Developer and/or its nominee/s shall remain in force till the completion of the New Building and sale of entire Residual Area by the Developer and the Developer receiving all money therefrom.
12. The Developer shall make efforts to complete the Project within 24 months from the date of commencement of foundation work with a grace period of 3 months subject to unforeseen reason if any, beyond the direct control of the Developer including Force majeure and for delay if any the Developer shall pay damages to the Owners as may be mutually decided.
13. The Developers shall warranty the quality of construction including materials supplied quality and workmanship for 18 months from the date of occupancy certificate and rectify the defects if any, at its cost subject to normal wear and tear.
14. The Development Agreement has been prepared in consonance with the terms of Memorandum of Understanding (MOU) and the Landowners and Developer have already accepted the same even if there is any contradiction then the wording of Memorandum of Understanding (MOU) shall prevail.

THE 1ST SCHEDULE:

(The Premises)

ALL THAT message, tenement, building, structure of about 5112 sq. ft. erected/situated thereon and structure consisting on 1704Sq Ft in the Ground Floor, (excluding out house etc) 1704Sq Ft in the First Floor and 1704 sq Ft in the Second Floor and piece and parcel of land containing an area of 12 cottahs 6 chittacks 18 sq.ft. (more or less) situate, lying at and being mother Premises No. 159, Block-G New Alipore, Kolkata - 700053 P.S. New Alipore, Sub-Registration office at Alipore, Ward No.81, of the Kolkata Municipal Corporation corresponding to KMC Premises No. 50, JnanGoswami Sarani, Assessee No. 110811900515 2 and 23A/159D, Diamond Harbour Road, Assessee No. 110810613348, and 23A/159B, Diamond Harbour Road, Assessee No. 110810613294 and 23A/159C, Diamond Harbour Road, Assessee No. 110810613336 delineated on the map or plan annexed hereto and bordered "RED" to be amalgamated and butted and bounded as follows that is to say;

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- ON THE NORTH : By two houses on the plot 142 G-Block, New Alipore, Kolkata 700053;
- ON THE EAST : By a building at 160/2 G-Block, New Alipore Kolkata 700053;
- ON THE SOUTH : 40 feet wide Municipal Road; across from 162 Block-G and 163 Block-G, New Alipore.
- ON THE WEST : Premises number 158 G-Block, New Alipore, Kolkata-700053;

2nd SCHEDULE
(Specifications)

S. No.	DESCRIPTION	SPECIFICATION FOR BUILDING
DESIGN		
i	a. Architectural Design	Ground plus five storied residential building
		Site Layout Plan
		Architectural Detailing
b	Structural & MEP Design	Earthquake Resistant RCC Framed Structure
		Plumbing & Electrical Drawing
c	Additional	Furniture Layout
CIVIL WORKS		
ii	a. Framework	RCC Framed Structure
	b. Reinforcement Steel	Fe 415 grade or As per Structural Consultant. owners to be informed. Brand : TATA Steel, SAIL or equivalent. 20 gauge GI bonding wire.
	c. Concrete	M25 or M20 Designed mix
	d. Cement	Lafarge or Ultratech or equivalent. PPC (Portland Pozzolana Cement) for masonry, Plaster for Tiling
	e. Walls	Autoclaved Aerated Concrete Blocks (builder to specify make). Recommended: Siporex, Magicrete, Ecolite, Ultratech
		Internal walls - 125 mm
		External plaster - Cement & Plaster sand using water proofing chemical
	f. Ceiling finishing	External walls - 225 mm/250 mm
		Ceiling - Putty
	g. Waterproofing	Brands : Birla/JK or equivalent
Chemical waterproofing Brands : SIKALISCO or equivalent		
h. Others	Anti-Termite Treatment at foundation and in & around plinth level	
iii	Bathroom	
	a. Concealed Pipes	PVC Pipes of Astral/Ashirwad or equivalent

	b. Dado Tiles	Vitrified Tiles upto 7 feet height Brands: Kajaria/Varmora or equivalent
	c. Floor Tiles	Shower stalls must be built so that all the water drains from the floor. Vitrified/Grainitel tiles. Brands : Kajaria/Varmora or equivalent. (Note: Shower must be anti-skid tiles).
	d. Fixtures	Sanitary & CP Fixtures Brands: Jaquar/Kohler/Roca or equivalent
iv	ELECTRICAL	
	a. Conduits	Concealed works : HMS (MEDIUM MECHANICAL STRESS) FRLS Grade PVC Conduits Brand : Precision Supreme/AKG or equivalent
	b. Wires & Cables	Wires - Frame Retardent Low Smoke Brands - Polycab, Finolex, Havels, Anchor or equivalent
	c. Switches & Sockets	Brands - Crabtree/Legrand/Panasonic or equivalent
	Placement of sockets	Every wall shall have a pair of sockets approximately 2.5 ft (two and a half feet) from each end. Additionally, there should be additional sockets for TV's, refrigerators, Aquaguards, toasters, microwave ovens, electric kettles and Geysers. Marked areas on the plan should also have additional sockets for computers. Additional plug outlets depending on wall length.
	d. TV, Internet and Telephone Points	All Bedrooms and Living Rooms
	Grounding of lighting and outlets	All sockets, fans, predefined lighting outlets (including LED lights) shall be adequately grounded to prevent and shorts, possibility of electric shocks and fires. This applies to ALL 10 flats in the building, ground floor, entry and common areas.

v	DOORS AND WINDOWS	
	a. Main Door	Sal Wood Frame with Teak finish Flush Doors 35 mm in thickness. Steel collapsible gates at the entry doors for owners allocation (all 5 flats)
	Door kit	Stainless steel door kit.
	b. Kitchen Door	Sal Wood Frame with Teak finish Flush Doors 35 mm in thickness.
	c. Windows	Powder Coated Aluminium windows with 6mm glass as per Architect's design. For the windows of Owner's Retained Areas the Developer shall choose a number of window and frame designs from the website below or similar make, consistent

		with the architecture of the building and take approval from landowners. The glass shall be 4 mm float glass, tinted, double paned window OR 6mm tempered glass single paned window. All windows shall have netting. https://www.google.co.uk/search?q=fenesta&ie=UTF-87oe=UTF-8&hl=en-gb&client=safari
vi	KITCHEN	
	a. Countertop	Granite counter color choice to be submitted to owners for selection
	b. Wall Tiles (Dado tiles)	Ceramic Tiles 2' above kitchen platform Brands : Kajaria/Varmora or equivalent
	c. Kitchen Sinks & Accessories	Double sink bowl SS 304, faucet & accessories andwith drainboard
	Modular kitchen	Modular Kitchen
vii	FLOORING & PAINTING	Living & Dining - Italian Marbles. Bed Room - Italian Marbles. It is to be noted the marble should be approved by the owners for their retained area. Terraces -Designer Anti Skid Tiles. Staircase - Indian Marbles/Granite Parking - Inter-locking paver blocks
	a. Flooring	
	b. Painting	Internal Paint - emulsion paint (Matt/Satin finish), Washable, Stain resistant, Anti fungal
		External Paint - Elastomeric Texture paint (anti-fungal & anti-moss)
		Brands : Asian Paints/Vibgyor
	viii	ADD ON FEATURES
a. Balcony & Terraces - 1st floor and above		SS 304 Railing with 12mm toughened glass
b. Entrance Lobby		Marble/Granite Flooring and Designer False Ceiling Ramp for differently able people
e. Plumbing		As per Plumbing layouts
		ALL drain outlets shall have P traps (or U-traps as they are sometimes called) especially at the outside of the exterior walls to prevent sewer odour from going into the flats.
f. Elevation		As per Architect's design
ix	ADDITIONAL FEATURES	
	Security	CCTV surveillance with intercom system and dedicated monitoring station
	Firefighting	Modern Firefighting as per Govt. norms

services.

3. DRAINS : Drains, sewers and pipes.
4. OTHERS :
Other common areas and installations and/or equipment as may be provided in the Building for common use and/or enjoyment as per the discretion of the Developer.

SECTION-B : (Common Installation & facilities for which proportionate costs are to be paid by the Purchasers/respective parties).

1. Electrical installations relating to meter, transformer and sub-station for receiving electricity.
2. Generator for providing standby power for flats and common areas in the premises.
3. Other facilities or installations provided for the common use of the Co-Owners of the Premises and not covered by SECTION-A hereinabove.

4th SCHEDULE:
(Devolution of Title)

By an Indenture of Sale dated 08.09.1950 executed by Hindustan Co-Operative Insurance Society Limited, in favour of Smt. Kamalini Mukherjee, wife of Late Capt. Probhat Chandra Mukherjee of 159, Block G, New Alipore, P.O. New Alipore, P.S. New Alipore, Kolkata-700053 and registered and recorded in Book No. I, Volume No. 77, Pages 17 to 22 Being No. 4234 for the year 1950 of the Sadar Joint Sub-Registry office at Alipore, being ALL THAT the piece or parcel of revenue free land measuring about 12.42 Kottah being Plot No. 159 Block G of the then Alipore Development Scheme No - 15 of the aforesaid Society more fully and particularly described in the Schedule below was sold and conveyed whereupon the said Smt. Kamalini Mukherjee constructed a building with Garage and Out House in a portion of the said plot of land and also laid out lawns and gardens there as well as after mutating and recording her name with the Corporation of Calcutta and after getting a plan duly sanctioned from the Corporation of Calcutta being Plan no for the said building duly sanctioned by the said authority and the said land and building was Butted and bounded by-By North by By plot 142 G-Block, New Alipore, Kolkata 700053; By South: by 40 feet wide Municipal Road; across from 162 Block-G and 163 Block-G (today), New Alipore. East:By a building at 160/2 G-Block, New Alipore Kolkata 700053, WestByPremises number 158 G-Block, New Alipore, Kolkata-700053) and known as Calcutta Municipal Corporation Premises No...159, G-Block,New Alipore 23A/159 DiamondHarbour Road /50 GnanGoswami Sarani, Calcutta-700053.

V

Biswajit Banerjee, being ALL THAT the piece and parcel of revenue free land measuring about 2 Cottahs, 1 Chittaks 16 Sq.ft. be in the North-Western portion of premises No. 159, Block 'G' New Alipore within P.S. New Alipore in the District of 24-Parganas now in 24 Parganas (South) with building with asbestos shed standing hereon being the outhoused comprising of servants' quarters and garage border in red colour in the annexed map or plan and butted and bounded as -On The North By:Land and building of Mr. Subramaniam, On The South By: The Building of 159 Block-G, New Alipore, On The East By:12 Feet wide passage then land of Sri Indrajit Banerjee, On The West By: Premises No. 153, Block 'G', New Alipore (which is morefully described in Part -B of the 1st schedule hereinabove) and the said Deed was duly registered at the office of District Sub-Registrar at Alipore, vide Book No. I, Volume No. 419, Page Nos. 117 to 121, Being No. 16507 for the year 1982.

AND WHEREAS while in possession of the said land as owner, the said Biswajit Banerjee mutated her name in respect of the said land with the Calcutta Municipal Corporation now Kolkata Municipal Corporation being Premises No. 23AII59 B, Diamond Harbour Road, Calcutta-700053, Assessee No. 110810613294 more fully described in Schedule 'B'

AND WHEREAS while in possession of the said land and building, the said Smt Parul Rani Banerjee alias Smt. Parul Banerjee executed a Deed of Gift dated 15.6.1981 in favour of Sri Indrajit Banerjee, being ALL THAT the piece and parcel of revenue free land measuring about 2 Cottahs, 1 Chittaks 16 Sq.ft. be in the North-Eastern portion of premises No. 159, Block 'G' New Alipore within P.S. New Alipore in the District of 24-Parganas now in 24 Parganas (South) with building with asbestos shed standing hereon being the outhouse comprising of servants' quarters and garage border in red colour in the annexed map or plan and marked with letter " " and butted and bounded as -On The North By: 142, Block G, On The South By: The land of Smt Sarbani Mukherjee, On The East By: Premises No. 160/C, Block 'G', New Alipore then land of Sri B. Banerjee's Building, On The West By: 12 Ft passage (which is morefully described in Part -C of the 1st schedule hereinabove) and the said Deed was duly registered at the office of District Sub-Registrar at Alipore, vide Book No. I, Volume No. 217, Page Nos. 292 to 298, Being No. 6777 for the year 1981.

AND WHEREAS at the time of execution and registration of the said Deed of Gift dated 15.06.1981, the Donee therein was in United States of America and as such the said Deed was not accepted at the time of registration of the said Deed of Gift by putting signature on the Deed and to attend the Registration office and as such the said Donor thereafter registered a declaration confirming earlier Deed made to the Donee accepted the said Deed of Gift and the said Declaration dated 27.6.1984 was registered on 05.07.1984 before the District Sub-Registrar Office at Alipore, entered in Book No. I, Volume No. 65, Pages 130 to 135, Being No. 8748, for the year 1984.

AND WHEREAS while in possession of the said land as owner, Indrajit Banerjee mutated his name in respect of the said land with the Calcutta Municipal Corporation now Kolkata Municipal corporation being Premises No. 23AII59 C, Diamond Harbour Road, Calcutta-700053, Assessee No. 11 081 0613336 more fully described in Schedule 'C'

AND WHEREAS while in possession of the said land by the aforesaid Owners mutated their names with the Kolkata Municipal Corporation and paid the tax regularly.

AND WHEREAS after making the aforesaid 3 (three) Deed of Gifts in favour of her 2 (two) sons and 1 (one) daughter and remaining land measuring about 3 Kottah 11 Chittak together with three storied building was duly mutated with the Kolkata Municipal Corporation being premises No. 50, Gnan Goswami Sarani, Ward No. 81, Assessee No. 110811900515 mailing address 23A/159A Diamond Harbour Road, Kolkata-700053 and also known as 159, Block G, New Alipore, Kolkata-700053,

AND WHEREAS while in possession of the said land with building the said Smt. Parul Rani Banerjee, alias Smt. Parul Banerjee executed a WILL on 29.10.2004 duly registered on 17.2.2005 at the office of DSR - I, Alipore, entered in Book No. III, Volume No. I, Pages 185 to 192, Being No. 24 for the year 2005, bequeathing entire First Floor to Dr.(Mrs.) Sarbani Mukherjee together with 1/3rd share of land and entire Ground Floor to Biswajit Banerjee together with undivided 1/3rd share of land and the entire Second Floor to Dr. Indrajit Banerjee together with undivided share of land after executed 12 Ft. common passage, out house and servants quarter as common for the beneficiaries (which is morefully described as the part D,E and F of the 1st Schedule hereinabove).

AND WHEREAS while in possession of the said property the said Smt. Parul Rani Banerjee, alias Smt. Parul Banerjee died on 18.04.2016 leaving behind the parties of this Deed as legal heirs and successors and the husband of Smt. Parul Banerjee predeceased her.

AND WHEREAS after the demise of said Smt. Parul Rani Banerjee alias Smt. Parul Banerjee the Dr.(Mrs.) Sarbani Mukherjee as Executrix to the WILL and applied for granting of probate in favour of the application and the said probate case no. 39 No. 698 of 2016 filed with the Ld. Delegate at Alipore has been duly probated on 19.01.2017 in terms of the suit probate WILL, the Executrix has been duly distributed the property as in terms of the said WILL in favour of the Owners herein.

AND WHEREAS the Owners herein as the absolute owners of the above said plot of land having the common postal address being Premises No. 23A/159A and also known as 159 Block G, New Alipore, P.O New Alipore, P.S New Alipore, Kolkata-700053, with different KMC Premises Numbers and Assessee Numbers as mentioned above.

AND WHEREAS the above said properties was originally in one plot of land and for the purpose of making Deed of Gift as stated above and for the purpose of allotment of shares of the floor of the building the said property was divided into 4 parts during the life time of erstwhile owner Smt. Parul Rani Banerjee, alias Smt. Parul Banerjee, the mother of the parties herein.

AND WHEREAS though the said properties are having the different KMC Premises Numbers but they are maintaining the same postal address, more fully described in the 1st schedule above and the said land is a contiguous and adjacent to each other and lying and situated within the same boundary walls.

AND WHEREAS for better enjoyment of the said property by the aforesaid parties herein decided to get their aforesaid properties amalgamated into a single premises and or unit and also to enjoy jointly the entire portion into a single property having undivided common interest in and over the entire possession owned by the parties.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED, by the OWNERS, at Kolkata in the presence of:

Sarbasi Mukherjee

*Subrata Naskar
Alipore police
court. Katr 27.*

*Binoy Baroi
Subjit Banerji*

EXECUTED AND DELIVERED, by the DEVELOPER, at Kolkata in the presence of:

Subrata Naskar

For TIRUPATI TOWER PVT. LTD.
M. M. M. M. M.
Director

*Drafted by me
Abhijit Saha
High Court, Calcutta
F/327/160/2009*

MEMO OF CONSIDERATION

Received a sum of Rs. 2.14 crores (Rupees Two Crores Forteen Lacs only) less TDS, as Security Deposit as per Clause D.9 from the within named Developer.

Witness :

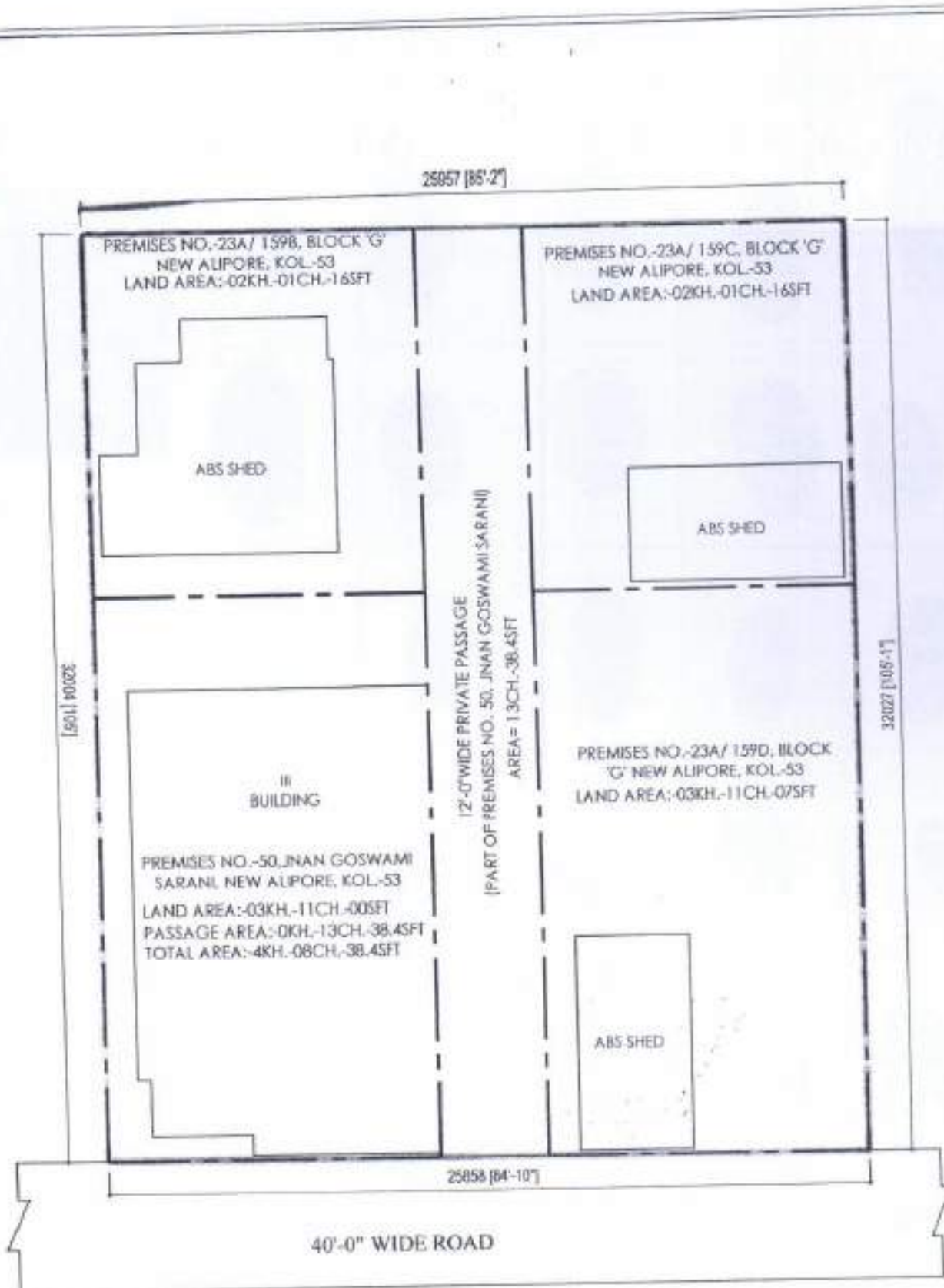
Bhawanee Geshant.
1, Geshant place,
Kalkaji - 700001.

Subrata Nandan

Sartasi Mukherjee

Biswajeet Banerjee

Indrajit Banerjee



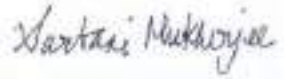


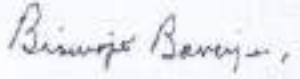





Sarbanu Mukherjee
Bijaya Banerjee
D. K. Banerjee

For TIRUPATI TOWER PVT. LTD.
[Signature]
Director

N

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mrs SARBANI MUKHRJEE Wife of Mr DR ANANDA MOY MUKHERJEE Executed by: Self, Date of Execution: 01/02/2018 , Admitted by: Self, Date of Admission: 01/02/2018 ,Place : Office			
	01/02/2018	01/02/2018	LTI	01/02/2018
	159, BLOCK G NEW ALIPORE, P.O:- NEW ALIPORE, P.S:- New Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AZDPM1564B, Status :Individual, Executed by: Self, Date of Execution: 01/02/2018 , Admitted by: Self, Date of Admission: 01/02/2018 ,Place : Office			
2	Name	Photo	Fingerprint	Signature
	Dr BISWAJIT BANERJEE Daugther of Late DR BAIDYANATH BAENRJEE Executed by: Self, Date of Execution: 01/02/2018 , Admitted by: Self, Date of Admission: 01/02/2018 ,Place : Office			
	01/02/2018	01/02/2018	LTI	01/02/2018
	159, BLOCK G NEW ALIPORE, P.O:- NEW ALIPORE, P.S:- New Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AZFPB1410P, Status :Individual, Executed by: Self, Date of Execution: 01/02/2018 , Admitted by: Self, Date of Admission: 01/02/2018 ,Place : Office			
3	Name	Photo	Fingerprint	Signature
	Mr DR INDRAJIT BANERJEE (Presentant) Son of Late DR BAIDYANATH BANERJEE Executed by: Self, Date of Execution: 01/02/2018 , Admitted by: Self, Date of Admission: 01/02/2018 ,Place : Office			
	01/02/2018	01/02/2018	LTI	01/02/2018
	159, BLOCK G NEW ALIPORE, P.O:- NEW ALIPORE, P.S:- New Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: APIPB6673B, Status :Individual, Executed by: Self, Date of Execution: 01/02/2018 , Admitted by: Self, Date of Admission: 01/02/2018 ,Place : Office			

Major Information of the Deed :- I-1601-00321/2018-01/02/2018

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

Execution is admitted on 01/02/2018 by 1. Mrs SARBANI MUKHERJEE, Wife of Mr DR ANANDA MOY MUKHERJEE, 159, BLOCK G NEW ALIPORE, P.O: NEW ALIPORE, Thana: New Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Retired Person, 2. Dr BISWAJIT BANERJEE, Daughter of Late DR BAIDYANATH BAENRJEE, 159, BLOCK G NEW ALIPORE, P.O: NEW ALIPORE, Thana: New Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Others, 3. Mr DR INDRAJIT BANERJEE, Son of Late DR BAIDYANATH BANERJEE, 159, BLOCK G NEW ALIPORE, P.O: NEW ALIPORE, Thana: New Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession Professionals

Indetified by Mr SUBRATA NASKAR, , Son of Late ANIL KUMAR NASKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 01-02-2018 by Mr BASANT KUMAR PARAKH, DIRECTOR, M/S TIRUPATI TOWER PRIVATE LIMITED (Sole Proprietoship), 1, GARSTIN PLACE, P.O:- G P O, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr SUBRATA NASKAR, , Son of Late ANIL KUMAR NASKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, 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 2,14,053/- (B = Rs 2,14,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,14,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2018 12:57PM with Govt. Ref. No: 192017180166043241 on 01-02-2018, Amount Rs: 2,14,053/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 450292209 on 01-02-2018, 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 100/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 80998, Amount: Rs. 100/-, Date of Purchase: 18/01/2018, Vendor name: Srkant Tiwari

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2018 12:57PM with Govt. Ref. No: 192017180166043241 on 01-02-2018, Amount Rs: 74,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 450292209 on 01-02-2018, Head of Account 0030-02-103-003-02



Debasis Patra
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1601-00321/2018-01/02/2018