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WEST BENGAL STATE GOVERNMENT

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*Banpur*  
Addl. Dist. Sub-Registrar, Bahupur

07 SEP 2023

**JOINT DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY**

THIS AGREEMENT is executed on this <sup>st</sup> 1 day of September, Two Thousand and Twenty Three (2023)

V.C.No- 1034/2023

9245

14 JUL 2023

No..... ₹ ..... Date.....

Name : Shiv Niketan L.T.D

Address : Bakrahat Road  
Basarpunia Kol-788104

BHUTORIA CONSTRUCTION PVT.LTD.  
Kanta Bhutasia

Vendor : Alipore Collectorate, 207/15. (South)

Director

SUBHANKAR DAS  
STAMP VENDOR  
Alipore Police Court, Kol-27

V.C.T.I. 2333

02/9/2023

BHUTORIA CONSTRUCTION PRIVATE LIMITED

Kanta Bhutasia

Director

2334

Charles Commercial Pvt. Ltd.

Pushpa Bhutoria

Director

2334

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SHIV NIKETAN LTD.

Director

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SMJ EXIMP LIMITED

Director

2334

OM TOWERS PVT. LTD.

Pushpa Bhutoria

Director

2337

TIRUPATI ESTATES PROJECTS PVT. LTD.

Samrat Chakraborty

Director



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District- South 24 Parganas

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BETWEEN

vs.

- 1) M/s. BHUTORIA CONSTRUCTION PRIVATE LIMITED (PAN AABCB3033G), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, District 24 Parganas (South), Kolkata-700104, West Bengal represented by its director MRS. KANTABHUTORIA, Wife of Mr. Prakaash Bhutoria, working for gain at M/s. Bhutoria Construction Private Limited and having PAN AEOPB5052R, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, West Bengal
  
- 2) M/s. CHARLES COMMERCIAL PRIVATE LIMITED (PAN AABCC2791A), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24 Parganas (South), Kolkata-700104, West Bengal, represented by its director MRS. PUSHPA BHUTORIA, wife of Mr. Arun Bhutoria, working for gain at M/s. Charles Commercial Private Limited, and having PAN AEOPB5050P, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, West Bengal
  
- 3) M/s. SHIV NIKETAN LIMITED (PAN: AAACO33421E), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, Police Station Bishnupur, Dist. South 24 Parganas, Kolkata 700 001, West Bengal represented by its director MR. PRAKAASH BHUTORIA, Son of Lt. Sumer Mal. Bhutoria, working for gain at Shiv Niketan Limited and having PAN - AHIRPB83457I by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal
  
- 4) M/s. OM TOWERS PRIVATE LIMITED (PAN AAACO3421E), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24



N.C.T.1-2336

02/9/2023

AKANKSHIT COMMODITIES PVT. LTD.

*Asmita*

Director



2337

TIKUPATI ESTATES PROJECTS PVT. LTD.

*Samrat Chakraborty*

Director.

*Munmun Kar*  
*112, Parnasree Pally,*  
*Kol-60*  
*8979 2913 8525*



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Parganas (South), Kolkata-700104, West Bengal, represented by its director **MRS. PUSHPA BHUTORIA**, wife of Mr. Arun Bhutoria, working for gain at M/s. Om Towers Private Limited, and having PAN AFOPE5050P, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, West Bengal

5) **M/s. SMJ EXIMP LIMITED** (PAN: AAHCS2567G), a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N. 5. Road, 4<sup>th</sup> floor, Room no. 6, Kolkata 700 001, West Bengal represented by its director **MR. PRAKAASH BHUTORIA**, Son of Lt. Sumer Mull Bhutoria, working for gain at SMJ Eximp Limited and having PAN :- AHRP38345H By faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal

6) **M/s. TIRUPATI ESTATES PROJECTS PRIVATE LIMITED** (PAN: AAJCT1355P), a Company incorporated under the Companies Act, 2013 having its registered office at 12A, Netaji Subhash Road, Ground Floor, Room Number 7, Kolkata -700001, West Bengal, represented by its Director **MR. SAMRAT CHAKRABORTY**, Son of Mr. Tapar Chakraborty, working for gain at M/s. Tirupati Estates Projects Private Limited and having PAN ACGPC2084G No. 845363492003 by faith - Hindu, by occupation - Business, residing at village & post office Bara Bahina P.S., Uttar para, District Hooghly, Pin code no 712246, West Bengal

hereinafter collectively referred to as "**THE OWNERS/PRINCIPALS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successors-in-office/interest and/or assigns) of the **ONE PART**.

**AND**

A. **AKANKSHIT COMMODITIES PRIVATE LIMITED** (PAN AAMCA5223C), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24 Parganas (South), Kolkata-700104, West Bengal, represented by its director Mr.



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**LALIT KUMAR BHUTORIA**, Son of Mr. Prakaash Bhutoria, working for gain at M/s. Akankshit Commodities Private Limited and having PAN APVPB8282R, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal (Developer A)

- B. **M/s. TIRUPATI ESTATES PROJECTS PRIVATE LIMITED** (PAN: AAJCT1355F), a Company incorporated under the Companies Act, 2013 having its registered office at 12A, Netaji Subhash Road, Ground Floor, Room Number 7, Kolkata -700001, West Bengal, represented by its Director **MR. SAMRAT CHAKRABORTY**, Son of Mr. Tapan Chakraborty, working for gain at M/s. Tirupati Estates Projects Private Limited and having PAN ACGPC2084G No. 845363492003 by faith - Hindu, by occupation - Business, residing at village & post office Bara Bahira P.S., Uttar para, District Hooghly, Pin code no. 712246, West Bengal (Developer B)

hereinafter referred together as "**THE DEVELOPER/ATTORNEY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **OTHERPARTY**:

**WHEREAS:**

- A. The Parties hereto of the First Part are Owners of various pieces and parcels of land in Mouza: Nawabad, J.L. No: 19, P.S. Bishnupur, District: South 24 Parganas, Kolkata-700104, West Bengal, with a clear marketable title more fully and particularly described in the First Schedule written hereunder and hereinafter referred to as the "Said Property".
- B. The details of Ownership of 'Said Property' more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written.
- C. The Developer is inter-alia engaged in the business of real estate development. As a part of its activity the Developer planning to develop a Residential Housing Complex at Mouza Nawabad, South 24 Parganas. The Developer for the aforesaid purpose has already identified several land parcels and obtained development right from the Owners of said land parcels. The developer has also approached the Owners herein for joint development of its aforesaid project comprising of several self-contained independent units/apartments together with requisite infrastructure, amenities, facilities etc. on the Said Property and hereinafter referred to as the said Project. It is clarified that the Developer will develop the "Said Property" jointly with the properties of other Owners contiguous to the "Said Property" for better and integrated



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development with the ultimate goal of achieving better revenue out of said development.

- D. Prior to the execution of this Agreement, the Developer has made necessary searches and investigation concerning the marketable title of the Owners in respect of the Said Property and upon being fully satisfied with the title of the Owners, the Developer has discussed with the Owners, the terms and conditions upon which the development of the said project on the said Property will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH** and it is hereby agreed and declared by and between the parties hereto as follows:

**ARTICLE-I**  
**DEFINITION**

1. In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:
  - 1.1 "SAID PROPERTY" shall mean Land in Mouza: Nawabad, J.L. No: 19, P.S. Bishnupur, District. South 24 Parganas, Kolkata - 700 104, West Bengal, as described in First Schedule hereunder written.
  - 1.2 "PROJECT" shall mean the planning, design, development and construction of pre dominantly residential multistoried building/s (comprising of various self-contained independent flats / apartments, and some commercial spaces as may be planned by architect on the 'Said Property' along with other constructed spaces, facility of car parking areas, necessary infrastructure, facilities, common areas and amenities in accordance with the Building Plan to be sanctioned by the Appropriate Authority and other permissions, clearances from the concerned authorities as may be required from time to time and according to specifications for construction agreed between the parties hereunder.
  - 1.3 "NATURE OF DEVELOPMENT" shall mean the development of the 'Said Property', by constructing predominantly multistoried residential building/s, as may be approved by the sanctioning and/or concerned authority at any time, as agreed between the parties.
  - 1.4 "GROSS SALE PROCEEDS" shall mean the amounts on any account whatsoever received from time to time (including part payments) from any Transferee in respect of transfer of any property, benefit or right in the Project or any part thereof and/or any Saleable Space or any part thereof and/or anything else relating to or connected with the Project including proceeds of sales or consideration, premium, salary, rent, car-parking charges, floor rise charges, preferential location charges, interest / compensation if any received by the Developer from Transferees on any delayed payment or otherwise, transfer/nomination charges, any amount received from Transferees as



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compensation on cancellation of any Agreement, Deposits/Extra Charges/Taxes and also GST or any other tax payable by the Transferees, etc.

1.5 "NET SALE PROCEEDS" shall mean Gross Sale Proceeds less:

- a) GST and other taxes will be charged to the customers, as may be applicable from time to time (hereinafter referred to as "the Taxes");
- b) Marketing Costs and Brokerage cost for the Project to be charged at the rate of 5% on all amount payable by the Developer to the Owners on account of Owners' Revenue plus applicable tax;
- c) Transfer or Nomination Charge and Booking Cancellation charges, if any, collected by the Developer;
- d) Other Deposits and Charges: "Other Deposits and Charges" are collected from the transferees along with applicable Taxes which shall mean the following:
  - i. Any deposits/fit out charges for the resident's club, club membership or subscription charges, electricity connection, DG charges/deposit, generator, installation of transformer, maintenance deposit, advance maintenance charges, legal /documentation charges, charges for formation of the association/society of the Transferee/s, collected from the Transferee/s which shall not be forming part of consideration for the flats / units of the Project to be sold to such Transferee/s subject to a maximum amount of @Rs.500/- (Rupees Five Hundred only) per sq. ft. of saleable super built-up area.
  - ii. Stamp duty and registration fees and other incidental and allied costs, expenses etc. If received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale/conveyance deed or other instruments/documents for Transfer of the flats / units of the Project. Priority should be given to the transferees directly paying the same to the concerned authority.
  - iii. Cost received for any extra customization/up-gradation work carried out by the Developer at the instance of Transferee/s in addition to and beyond the standard Specification of the buildings and flat as stated in **THIRD SCHEDULE** hereto as well as changes due to design provisions/layout.
  - iv. Any other outgoing, such as, interest for delay or any compensation arising out of force majeure condition which is paid to the transferee/s and/or any statutory authorities.
  - v. The Total amount Extra Development Charges will be @Rs 500/- (Rupees Five Hundred only) per sq. ft. saleable super built-up area.



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- 1.6 "ARCHITECT AND OTHER CONSULTANTS" shall mean PRAKALPA SPACECRAFT PRIVATE LIMITED, having its office at DN 11 Block, Sector V, Salt Lake, Bidhannagar, Kolkata 700091, West Bengal and any person/s, agencies, to be appointed by the Developer as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the 'Said Property'.
- 1.7 "OWNERS" shall mean the Parties of the First Part and include its successor or successors in office and permitted assigns.
- 1.8 "DEVELOPER" shall mean the Party of the Second Part and include its successors, successor-in-office and/or permitted assigns.
- 1.9 "SHARING RATIO" shall mean the share of the parties respectively in the Net Sales Proceeds as per the agreed ratio, as more fully described in the Article - XIII hereunder.
- 1.10 "NEW BUILDING" shall mean the new multistoried buildings to be constructed by the Developer in accordance with the plan/s and/or revised plan/s to be sanctioned by the appropriate sanctioning authority.
- 1.11 "PLAN" shall mean plan or plans to be prepared by the Architect and sanction by the concerned authorities for the Development of the 'Said Property' including any modification and/or additions, alternations thereof, hereinafter referred to as the 'Said Plan'.
- 1.12 "SPECIFICATION" shall mean the specifications of the material to be used for the construction of the new building, common area, amenities and facilities to be provided in the said Complex as more fully mentioned in THIRD SCHEDULE.
- 1.13 "TRANSFER" with its grammatical variations shall mean transfer by Sale and include transfer by possession in part performance of such sale and include any other means of transfer if so mutually agreed between the parties in writing.
- 1.14 "TRANSFEREE" shall mean any persons to whom any space or rights in the new Project including any Saleable Space will be transferred or agreed to be transferred
- 1.15 "OTHER DEPOSITS/EXTRA CHARGES/TAXES" shall mean the amounts to be deposited/paid by any Transferees in respect of their respective Units and the same to be utilized by the Developer towards arrangement of such services.
- 1.16 "DEVELOPMENT RIGHTS" shall refer to the rights, powers, entitlements, authorities, sanctions and permissions at the costs, expenses and effort of the Developer and on and subject to the terms and conditions contained in this agreement to:

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- i. To develop the 'Said Property' with the properties of other Owners and to construct new multistoried building by the Developer solely at its own costs, expenses and effort in accordance with the plan to be sanctioned by the Appropriate Authority and/or other relevant authorities as per the various applicable laws with or without any amendment and/or modifications thereof made or caused to be made by the Developer hereto as per statutory requirement or suggested by the Architect for betterment of the development and also approved in writing by the Owners;
- ii. To prepare and submit to concerned Authorities all applications, plans and other permissions as may be required for the purpose of obtaining necessary sanctions from the appropriate authorities by the Developer on behalf of the Owners after making necessary alterations and/or modifications thereof, if required having been mutually agreed in writing upon consultation with the Owners;
- iii. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project.
- iv. To start booking of constructed space, accept advance and execute Sale Agreements at the rates and in the manner as mentioned hereinafter.
- v. To carry out all the infrastructures and related work/ constructions for the Project, water storage facilities, water mains, sewages, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities required to be constructed on the 'Said Property' for the said project.
- vi. To execute all necessary, legal and statutory and applications necessary for the exercise of the Development Rights, all allotments, agreements and sale deeds in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the Project and to be constructed on the Land as envisaged herein shall be executed by the Owners, through their constituted Attorney being the Developer and the Developer jointly before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration;
- vii. To manage the land and the built up areas and facilities/ common areas comprised in the project and constructed upon the Land directly or through facility management agency against collection of maintenance charges from the Transferees of the said project till handing over the Project to the Association of the Transferees to be formed;
- viii. To apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of



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development and construction of the Project or for exploitation of the Development Rights in the Project;

- ix. To act generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, including taking construction/project loan from a financial institution/s or bank to the extent permitted herein and subject to the terms of this agreement and the Developer shall solely be liable and/or responsible for repayment of the loan together with the interest accrued thereon. It is agreed and understood that the Owners shall neither be held responsible in respect of such loan nor Owners share of constructed area / revenues shall be liable in any manner whatsoever in connection therewith and the Developer shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims; actions suits and proceedings arising there from including the Claim of the prospective purchasers of the Units,
  - x. The Developer shall be entitled to solely responsible for the sale, sales promotion and advertisement of the entire project. The Owners shall reimburse the marketing, publicity and brokerage costs fixed at 1% (one percent) plus applicable taxes of the amount paid by the Developer to the Owners on account of Owners's Revenue, in terms hereof.
  - xi. The developer may purchase, procure land for any additional requirement of the project as and when necessary, however that should not have any effect in the revenue sharing ratio between the owners and developer
- 1.17 "SALEABLE SPACE" shall mean the aggregate of Built Up Area of all the Units in the new building/s to be constructed and the right to park car and all other open or covered space/s intended or capable of being sold or commercially exploited and shall also include any additional area constructed over and above the sanctioned area and include any proportionate share in land and/or Common Areas and Installations attributable thereto. This shall be subject to applicable laws including the prevailing Real Estate Law.
- 1.18 Words importing singular shall include plural and vice versa.
- 1.19 Words importing masculine gender shall include feminine and neuter genders - like - wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.



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District Government of Tanggamanu

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**ARTICLE-II**  
**INTERPRETATION**

In this agreement save and except as otherwise expressly provided.

- 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- 2.2 The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 All references to section numbers refer to the sections of this agreement and all references to schedules refer to the Schedules hereunder written.
- 2.5 The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- 2.6 Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all rules, orders, regulations, bye-laws, terms or direction any time issued under it.
- 2.7 Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented by mutual consent in writing of the parties hereto.

**ARTICLE-III**  
**REPRESENTATIONS AND ASSURANCES BY THE OWNERS**

- 3.1 At or before entering into this agreement the Owners has assured and represented to the Developer as follows:
  - i. That the Owners herein are the absolute Owners of the entirety of the 'Said Property' having a marketable title in respect thereof.
  - ii. That excepting the Owners nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Property'.



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- iii. That the 'Said Property' is free from all encumbrances, charges, liens, mortgages, attachments, trusts, whatsoever or howsoever created or suffered by the Owners, save and except the existing Tenants and Occupiers.
- iv. That the Owners has full power and authority to enter into this agreement envisaging development of the 'Said Property' by the Developer, then sell, transfer and/or deal with by the Owners of the 'Said Property' and there is no subsisting agreement for sale, transfer, lease and / or development affecting the same nor has the Owners created any third party interest into or upon the 'Said Property' or any part thereof.
- v. That all rates, taxes, khazna and other outgoings payable in respect of the 'Said Property' upto the date of execution hereof have been paid and/or shall be paid by the Owners and the Owners shall continue to pay the same for the period upto the date of sanction of Building Plan, and have agreed to keep the Developer its successor and/or successors in office saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings that may be suffered by the Developer owing to nonpayment thereof.
- vi. That there is no suit or legal proceeding pending before any court of law or any authority nor there is any threat of any legal proceeding initiated against the Owners to the best of their knowledge in respect of the entirety of the 'Said Property' on any account whatsoever or howsoever.
- vii. That there is no attachment under the Income Tax or any other Act or under any of the provisions of the Public Debt Recovery Act in respect of the 'Said Property' or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners and no notice or intimation about any such proceedings has been received or come to the notice of the Owners.
- viii. That the 'Said Property' can be jointly developed by the Developer with the properties of other Owners which are located adjacent/contiguous of the 'Said Property'.

3.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owners, but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owners to cause the same to be remedied and/or rectified entirely at their own efforts and cost. In the event of defect/dispute in respect of the title of the 'Said Property' which is not remedied or rectified by the Owners within three months of being notified thereabout by the Developer to the Owners and which results in injunction in carrying out the development, if the developer suffers any damages from third party claims against the Developer, the Owners shall be fully responsible to compensate such damages sustained by the developer.



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**ARTICLE IV**  
**DEVELOPER'S REPRESENTATION**

- 4 The Developer has represented and warranted to the Owners as follows:
- 4.1 That the Developer is carrying on business of development and construction of real estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.
- 4.2 The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the said Housing Complex.
- 4.3 That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
- 4.4 The Developer has prima facie inspected the '*Said Property*' and found the same physically fit for development jointly with the properties of other Owners contiguous/adjacent to the '*Said Property*' from whom the Developer has acquired development right.
- 4.5 The Developer based on the representations on part of the Owners are prima facie satisfied in respect of the title of the '*Said Property*'.

**ARTICLE V**  
**COMMENCEMENT OF AGREEMENT**

5. This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof. This agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this agreement is terminated in the manner stated in this Agreement.

**ARTICLE - VI**  
**APPOINTMENT**

- 6.1 Based on aforesaid express representations of the Developer and believing the same to be true the Owners have appointed the Developer to develop the '*Said Property*'.
- 6.2 The Owners do hereby appoint the Developer to exclusively carry out the Development of the proposed Project on the '*Said Property*' on the terms and conditions, as hereinafter contained. The developer also accepts the said appointment of owners.

**ARTICLE - VII**  
**POSSESSION**

7. Simultaneously with the execution of this Agreement the Owners shall handover peaceful possession of the same to the Developer herein on as is where is basis. The



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Developer shall be entitled to carry out survey, soil testing and other development related works at the said property. Full vacant physical possession of the said property shall be handed over to the developer for the purpose of development in terms of this Agreement at a mutually agreed time.

#### **ARTICLE VIII DEVELOPMENT RIGHTS**

- 8.1 The Owners hereby grant subject to what has been herein provided exclusive right to the Developer to develop and to exploit commercially the 'Said Property' and to construct new multistoried buildings thereon in accordance with the plan or plans to be sanctioned by the Authority concerned with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.
- 8.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission from the appropriate authorities for carrying on smooth construction work at the 'Said Property' and the Developer shall pay and bear all fees including architect's fees, charges, construction costs and expenses required to be paid or deposited for exploitation of the 'Said Property'. However, required fees and charges to be paid to the Zilla Parishad, South 24 Parganas related to additional sanction (Additional FAR) on account of Green Building or due to future change in any law or Building Rules or otherwise, as the case may be, shall be paid and borne by the Owners.
- 8.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the 'Said Property' or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive right to the Developer for the purpose of development and commercial exploitation of the 'Said Property' in terms hereof and other than to deal with Developer's Share, subject to providing the Owners share as per the terms of these presents.

#### **ARTICLE - IX PLAN- PERMISSIONS**

9. For the purpose of undertaking the development of the 'Said Property', the Developer shall prepare or cause to be prepared a map or plan and for the aforesaid purpose by an architect of repute engaged by it and shall also share such plans / drawings with the Owners before submission of the plan to the concerned authority for sanction and giving 30 days' time to the Owners to give its inputs. The Owners shall be entitled to give necessary inputs which shall be suitably incorporated upon joint discussions with the Architect.

In addition to the normal F.A.R, the Developer shall also try and get additional F.A.R. on account of Green Building and other permissible areas of buildings to be constructed and hereinafter referred to as the additional F.A.R and the plans shall be prepared by utilizing the same.



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**ARTICLE - X**  
**DEVELOPER'S OBLIGATIONS**

10. Developer A (AKANKSHIT COMMODITIES PRIVATE LIMITED)& Developer B (TIRUPATI ESTATES PROJECTS PRIVATE LIMITED) are together referred as "The Developer" of the project. Developer A will be responsible for all the planning, sanctions and statutory formalities of the project. Developer A will also be responsible for all marketing, sales and collections in the escrow bank account of the project. Developer B will be responsible for all the construction and infrastructural works of the project. Together they will execute the sales agreement and conveyance deed of the project along with the owners of the land or through the power of attorney holder of the project. Jointly they will perform all the responsibilities and duties of "The Developer".

The Developer at its own cost effort shall:

- i. Take all necessary steps for obtaining all permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute and to comply with the lawful requirements of all the authorities for the development of the 'Spit Property'.
- ii. Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- iii. Determine and ascertain the built up area of the residential and commercial spaces in the Project with the objective of optimum utilization of available space, keeping in mind the then market scenario.
- iv. In consultation with the Architect shall determine the quality and specifications of building materials that are to be used in construction of the new buildings in the Project without however violating those as per the THIRD SCHEDULE specified herein.
- v. The Developer shall with prior approval from the Owners be entitled to make any changes, variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Owners or any of them.
- vi. During the period of construction of the Project, the Owners may undertake periodical inspection of the Project, assisted by an Engineer. If felt necessary Suggestions / observations, if made on such inspection, shall be communicated to the Corporate Office of the Developer in writing, who may discuss the same



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with the Architect and implement, if feasible. Such inspection, non-inspection, giving or non-giving of observation shall not create, on the Owners, any statutory, collateral or consequent obligation or liability which is otherwise the obligation or liability of the Developer nor shall be taken to be acknowledgement, discharge or waiver by the Owners of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.

- vii. The Owners shall not remain responsible for any accident and/or mishap or damage taking place within or outside the 'Said Property' while undertaking demolition of the existing structures, if any, at the 'Said Property' and during the course of development and the developer has agreed to keep the Owners, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, in relation thereto.
- viii. The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the 'Said Property' or any part or portion thereof.
- ix. The Developer shall not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
- x. The Developer shall remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance of the plan and in a good and workman like manner and by adhering to the Specifications and to pay; perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xi. The Developer shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the sanctioned and/or revised sanctioned Building Plan.
- xii. The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the 'Said Property'. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the 'Said Property'.
- xiii. The Developer on being satisfied based on the representation of the Owners with the title of the Owners on prima facie basis and have agreed to take up the Project and hereby confirms and undertakes that, the Developer shall commence construction the Project within 6 (six) months from the date of obtaining sanction plan and all other mandatory approval if so required to be obtained after sanction of plans and prior to commencement of construction of the 'Said



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*Property*, subject to any Force Majeure conditions, as defined in this Agreement (*Date of Commencement*) preferably on or before 31.04.2024.

- xiv. The Developer shall, at the earliest preferably within 10 (ten) months from the date of execution of all Development Agreement, obtain from the Competent Authorities, sanction of the Building Plans. In case the approvals as mentioned takes more than 10 months due to Force Majeure Conditions the said period may be extended as mutually agreed between the parties in writing. In this regard it is clarified that (1) full potential (including normal FAR and additional FAR) of the *'Said Property'* shall be utilized for construction of the New Building, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate from concerned Authority).
- xv. The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the Project. However, financial or other obligation or liability thereby, extends all necessary co-operation required by the Developer for obtaining such finances and/or funds.
- xvi. GST and all other impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the Development of the *'Said Property'* or matters connected therewith, if any, relating to the construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same. However the Owners shall be liable to pay GST, as may be applicable, as per statute. In case Owners decide to retain constructed areas in the said project the developer will charge applicable GST and same will be payable by the Owners. However, in case of any new levies in the future if imposed by any statutory authority the same shall be borne by the parties in accordance with law.
- xvii. It is hereby agreed that, if the Developer wants to change the nomenclature of the Developer Company, it can be done only with prior written consent of the Owners, the said consent should not be withheld unnecessarily by the Owners and the changed entity shall be bound by all the terms and conditions of this Agreement and all obligations and liabilities of the Developer in respect of the project.
- xviii. The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units.
- xix. The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the Land and/or Buildings(s) and/or Units as may from time to time be required, for that the developers can make applications in the name of Owners to concerned authorities, as their authorized representatives.



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- xx. On and from the date of this Agreement, the Developer shall be in charge of the Development of the 'Said Property' in the manner herein stated and further bear and pay all costs and expenses on account of security and safety of the 'Said Property'
- xxi. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the 'Said Property'.
- xxii. The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- xxiii. The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with estimated value of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Costs. The proceeds from any insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration, replacement, or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- xxiv. For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project through the designated Real Estate account, the Owners hereby agree that subject to the Developer not being in default or breach of any Conditions of Transfer, the Developer alone shall be responsible and authorized in the name of the Owners to receive in trust for the Owners, the Owners' share of all earnest money, advances, deposits, considerations and other amounts (including Net Sale Proceeds) payable by the transferee/s for the sale or Transfer of Units and other saleable areas and give valid receipts and discharges therefor
- xxv. The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the 'Said Property' and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units of the Project by ensuring there is no delay, default or breach of this agreement or the agreement with such buyers.



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**ARTICLE-XI**  
**INTEREST FREE REFUNDABLE SECURITY DEPOSIT**

- 11.1 The Developer shall pay to the Owners an interest free refundable security deposit of Rs.10,00,000/- (Rupees Ten Lacs only), which shall be payable in the following manner:
- i. Rs.1,00,000/- (Rupees One Lakh only) on or before signing of this Agreement, which the Owners acknowledge to have received as per memo of consideration written hereunder;
  - ii. Balance of Rs.9,00,000/- (Rupees Nine Lacs only) within 3 (three) months from the launch of the project.
- 11.2 That the above security deposit paid to the Owner by the Developer shall be adjusted by the Developer with Net Sale Proceeds payable to the Owner by the Developer from the Owner's share from very first sale till refund of entire security deposit amount.

**ARTICLE - XII**  
**TIME OF COMPLETION**

12. It is agreed between the parties herein that the Developer shall complete the development of the Project in all respects and in all phases, within 60 (sixty) months, with an additional 12 (twelve) months grace period (if the Project is not completed within the originally specified time), and all other approvals as may be mandatorily required after the grant of sanction plan and before commencement of construction, subject to force majeure stipulations hereunder.

**ARTICLE - XIII**  
**SHARING RATIO**

- 13.1 In consideration of the Owners granting development rights to the Developer and the Developer agreeing to construct and complete the Project at its cost and expenses, the Owners shall retain their share of constructed residential area and shall share the net sale proceeds of the constructed commercial area with the Developer and the parties shall jointly transfer the flats / units and other rights and benefits in the Project (with the Owners transferring the undivided share in land upon completion of construction) and share the Net Sale Proceeds received from the prospective transferees in the ratio as mentioned below:

<b>Owners</b>	<b>:</b>	<b>15% (Fifteen Percent) of the net sale proceeds.</b>
<b>Developer</b>	<b>:</b>	<b>Balance 85% (Eighty Five Percent) of the net sale proceeds.</b>

The parties will receive their ratio on the following tentative periods:-



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PAYMENT SCHEDULE	AMOUNT (IN PERCENTAGE)	OWNER'S SHARE	DEVELOPER'S SHARE
ALLOTMENT MONEY	10%	1.50%	8.50%
AT THE TIME OF SALES AGREEMENT REGISTRATION	10%	1.50%	8.50%
COMPLETION OF FOUNDATION	20%	3.00%	17.00%
COMPLETION OF GROUND FLOOR ROOF CASTING OF THE UNIT	20%	3.00%	17.00%
COMPLETION OF 1 <sup>ST</sup> FLOOR ROOF CASTING OF THE UNIT	15%	2.25%	12.75%
COMPLETION OF FINISHING WORKS	15%	2.25%	12.75%
POSSESSION	10%	1.50%	8.50%
TOTAL	100%	15.00%	85.00%

13.2 The 15% to be shared among the owners in the following ratios:-

Sl. NO.	NAME OF THE COMPANY	SHARE OF EACH COMPANY
1	BHUTORIA CONSTRUCTION PRIVATE LIMITED	2.00
2	CHARLES COMMERCIAL PRIVATE LIMITED	2.00
3	SHIV NIKETAN LIMITED	2.00
4	OM TOWERS PRIVATE LIMITED	2.00
5	SMJ EXIMP LIMITED	2.00



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6	TIRUPATI ESTATES PROJECTS PRIVATE LIMITED	5.00
Total		15.00%

13.3 The 85% to be shared among the developers in the following ratios :-

SL. NO.	NAME OF THE COMPANY	SHARE OF EACH COMPANY
A.	AKANKSHIT COMMODITIES PRIVATE LIMITED	76.00
B.	TIRUPATI ESTATES PROJECTS PRIVATE LIMITED	69.00
Total		85.00%

- 13.4 That it is agreed between the Owners and Developer that after receiving the payment of the entire amount of consideration in respect of Owners allocation, the Deed of the Conveyance will be executed by the Owners, through its constituted attorney being the Developer in favour of such intending Purchaser and the Developer will necessarily be a Party to such Deed of Conveyance and/or transfer, as the case may be.
- 13.5 If the Owners want to retain any constructed areas in the proposed development, for that the Owners shall be liable to pay applicable GST, Extra Development Charges (EDC), Advance Maintenance Charges, Corpus Fund / Sinking Fund in respect of said retained areas in terms of this Agreement to the Developer as and when demanded by the Developer.
- 13.6 Escrow Bank account will be opened in the name of "SUNSTONE" to receive all the construction linked sales receipts of the project. BHUTORIA CONSTRUCTION PRIVATE LIMITED, CHARLES COMMERCIAL PRIVATE LIMITED, SHIV NIKETAN LIMITED, OM TOWERS PRIVATE LIMITED & SMJ EXIMP LIMITED irrevocably authorizes AKANKSHIT COMMODITIES PRIVATE LIMITED to receive their respective share of the money receivable from the project account and acknowledge that the receipt of the money by AKANKSHIT COMMODITIES PRIVATE LIMITED shall be official receipt by them respectively. Accordingly, the sales receipts will be shared i.e. 74% by TIRUPATI ESTATES PROJECTS PRIVATE LIMITED and 26% by AKANKSHIT COMMODITIES PRIVATE LIMITED from the Escrow Bank account to be opened in the name of "SUNSTONE"



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**ARTICLE - XIV**  
**MARKETING OF PROJECT**

- 14.1 The Developer shall have the exclusive right and crucial obligation to adequately publicize/ advertise / promote the entire Project to drive and achieve high sales of Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project.
- 14.2 Both the parties hereby agree undertake and acknowledge that subsequent to registration of the proposed residential project with relevant Real Estate Law, the Developer shall be entitled to receive booking, enter into agreement for sale, allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the 'Said Property' as per the terms of this instant Agreement. The Developer shall be entitled to receive consideration / allotment money/ advance consideration, etc. in its own name in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of sales of all Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account as per the prevailing Real Estate Law.
- 14.3 The Parties have mutually agreed that, the entirety of the Project shall be sold out within 12 (twelve) months of the Completion Time. In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual agreement in writing. After the agreed extended period (if applicable) or if no such extended period is agreed then on expiry of 12 months of the Completion Time, the unsold stock shall be divided/shared in a fair and equitable manner between the Parties as per the agreed revenue share ratio as mentioned in clause 13.1 hereto after deduction of any Notional rent, applicable taxes/levies and maintenance charges as may be applicable on such unsold stock. The Owners shall upon being delivered possession of its portion of the unsold stock by the Developer also liable to pay to the Developer 'Other Deposit and Charges' (mentioned in clause 1.5 (d)(i)) applicable to their share of such unsold stock plus applicable GST on such unsold stock & 'Other Deposit and Charges'.
- 14.4 The Owners hereby agree and the Developer hereby agrees, undertakes and acknowledges that subsequent to Registration of the proposed project with under prevailing Real Estate Law, exclusively be entitled to take applications/requests for booking issue letter of Allotment to the prospective Purchasers/Allotees but all agreement for sale, sale deed, nomination/transfer etc., of any Saleable Space, Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the 'Said Property' shall be signed and executed by both parties and the Owners shall be represented through its constituted Attorney.
- 14.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.



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- 14.6 The Parties hereby agree that all Net Sale Proceeds, booking amounts, advances and sale proceeds received by the Developer for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio as mentioned in the Cl. 13.1 above.
- 14.7 The Marketing Costs and Brokerage cost (inclusive of GST and other overheads) shall be borne and paid by the Developer. The Owners' contribution towards marketing and brokerage costs shall be at a fixed rate of 5% (five percent) plus applicable taxes, on all amount received from time to time by the Owners on account of Owners' share of the Net Sale Proceeds Provided However That the Developer does and carries out proper advertisement, publicity and bears and pays all costs thereof as also all costs towards all marketing agents in a timely manner.
- 14.8 In case of there being any requirement of any transaction to be carried out by a manner other than absolute sale in respect of any unit or saleable area, the Developer shall obtain prior written consent of the Owners in respect thereof.

#### ARTICLE - XV

#### INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS

- 15.1 All costs and expenses for the Development of the Project shall be borne by the Developer.
- 15.2 The total revenues in terms of gross sale proceeds of the Project constructed areas (excluding the amounts as mentioned in clause 1.5(a) to 1.5(d) hereto) shall be shared by the Owners and the Developer in the ratio as mentioned in clause 13.1 above.
- 15.3 It has been decided that, the day to day administration of the marketing and compliance of the terms and conditions of sale of the total saleable spaces/units in the Project to the transferees shall be made by the Developer. The Developer shall be entitled to receive consideration/allotment money/ advance consideration, etc. in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in the Specified Account.
- 15.4 With effect from the month when booking of flats is started, by the 15<sup>th</sup> day of each succeeding month, the Developer will pay to the Owners, the Owners' Share of Net Sale Proceeds calculated upto the last date of such payment as received and will also provide to the Owners a detailed statement in respect thereof to be prepared by the Developer containing details of (a) all transactions entered into the Project, (b) cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, (c) all other relevant particulars and details and (d) the corresponding Gross Sale Proceeds and Net Sale Proceeds all upto the date of payment to the Owners. Along with the statement as above, the bank statement of the Specified Account during the immediately preceding English calendar month shall also be provided by the Developer to the Owners. In addition to the above, the Developer shall be bound to cause and ensure the entire payment of



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the Owners' Revenue Share in respect of commercial areas on or before the execution of the deeds of conveyance/transfer of such commercial unit/saleable area in favour of the transferee. The Owners shall, in any event, be granted unconditional and irrevocable rights to view the bank account transactions in respect of the Specified Account.

- 15.5 The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees and deposited in the Specified Account mentioned above. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of Taxes in respect of the sale of the Units to the transferees shall be made out of the Taxes received from the Transferees forming part of Gross Sale Proceeds. Under no circumstances shall the Owners be made or held liable for payment of any Taxes in respect of Gross Sale Proceeds or Net Sale Proceeds or any part thereof nor in respect of grant of any rights and authorities to the Developer hereunder or in terms hereof.
- 15.6 It is further recorded that in view of the present laws, the intending purchasers may deduct Tax Deductible at Source in accordance with the provisions of the Income Tax laws of India and similarly the Developer shall deduct TDS from Owners' revenue.
- 15.7 After completion of Development of the Project, the parties shall carry out reconciliation of accounts of the Project and pay or receive suitable adjustment amounts with applicable interest and other dues, to or from each other. Apart from the exclusions mentioned in para 1.5(a) to 1.5(d) above, the Owners shall have 30% share in any other head or account arising out of the Development of the 'Said Property'.

#### ARTICLE - XVI OWNERS' OBLIGATIONS

- 16.1 The Owners shall at its own cost and effort shall:
- i. handover peaceful possession of the said Property to the Developer on as is where is basis.
  - ii. provide all the title related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof.
  - iii. co-operate with the Developer in all respect for development of the 'Said Property' in terms of this agreement.
  - iv. for the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the said plan.



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- v. execute one or more registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the said Project, sale of flat/Units or constructed spaces in terms of this agreement, collect sale consideration amount in its own name in terms hereof and execution by adhering to the Conditions of Transfer, registration of Sale Agreement and Deed of Conveyance in favour of Transferee(s)/ Purchaser(s) on behalf of the Owners and further the said Power of Conveyance granted by the Owners to the Developer shall be exercised only after obtaining completion certificate of the Unit and after entire Net Sales Proceeds of the concerned Unit being the subject matter of such conveyance has been received by the Developer and Owners' Share is duly distributed to and received by the Owners.
  - vi. bear the additional sanction fees that may be incurred for availing additional FAR over and above normal FAR as per clause 8.2 above.
  - vii. The owners shall be bound to improve the land by making boundary wall, land filling, development works, road works, underground water tanks etc. at its own cost and make the schedule mentioned land ready for project work.
- 16.2 The Owners have further agreed by way of negative covenants that during the subsistence of this agreement subject to the Developer not being in delay or default in compliance of its obligations hereunder:
- i. Not to cause any interference or hindrance in the development of the 'Said Property' by the Developer.
  - ii. Not to do any act, deed or thing whereby the Developer is prevented from promoting and advertising of the said project.
  - iii. Not to let out, grant lease, mortgage or charge or in any like way transfer or encumber the 'Said Property' save and except as regards the allocation and/or revenue share of the Owners and save to any buyer/transferee of the saleable spaces in the Project
  - iv. That they shall be liable and responsible for any lawful claim and/or demand of whatsoever nature of any government / statutory, arising out of the Ownership/title to the 'Said Property' but not arising due to any transaction carried out pursuant to the terms and conditions of this agreement.

#### ARTICLE -XVII DEFAULT AND REMEDIES

17. In the event the Developer fails to commence construction of the project by 01.04.2024 in that event the Developer shall be liable to pay to the Owners agreed compensation by way of liquidated damages @ 6% per annum on the ICR value of



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the said property for the period of delay in commencement of construction of the project.

**ARTICLE - XVIII**  
**PROJECT DECISIONS**

- 18.1 The Developer shall, in consultation with the Owners in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of the following matters and the same will be binding on both the parties:
- a. Nature of development Residential
  - b. Materials to be used for the Project without affecting those specified in the Specifications and without prejudicing to such materials being of good quality.
  - c. The name of the Project will be "SUNSTONE", . . . . .

**ARTICLE - XIX**  
**PROCEDURE**

- 19.1 Simultaneously upon execution and registration of this agreement, the Owners shall execute Registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining sanction plan and all necessary Approvals from different authorities in connection with the construction of the building and also for pursuing and following up matter with concerned sanctioning Authority and other authorities.
- 19.2 Apart from the execution of the Specific Power of Attorney, the Owners shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the 'Said Property' in terms of this Agreement
- 19.3 It is agreed between the Owners and Developer that during the construction period, the Developer shall only be liable for making the payment of all the rates, taxes and all other outgoings including the khazna in respect of the 'Said Property', till handing over the respective allocation area to all the parties.

**ARTICLE - XX**  
**PROJECT**

- 20.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Building to be constructed for the development of the 'Said Property', in accordance with the sanctioned and/or revised sanctioned plans and as per the specifications mentioned in the THIRD SCHEDULE.
- 20.2 The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, steel, bricks and other building materials allocable to the Owners for the construction of



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the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its representative/s as Power of Attorney and other authorities as shall be required by the Developer.

- 20.3 The Developer shall at their own cost, charges, expenses, outgoings and fees timely comply with all requirements and obligations under the relevant Real Estate Laws as also other applicable laws including obtaining the registration and/or approval of the Project. At the request of the Developer, the Owners shall, within a reasonable time sign the necessary papers as may be required. The Developer shall keep all insurances required under the Real Estate Law, as also all licenses, permission and/or approval valid and subsisting at all times at its own costs and expenses. In the event of any interest, penalty, compensation liability and/or other amounts becomes payable under and/or pursuant to WBRERA and/or any other applicable law (including to Transferees and Third Party) and/or any punishment being ordered for any offence on any account whatsoever other than due to the default of the Owners under this Agreement then the same shall be sole liability, obligation and responsibility of the Developer who shall bear, pay and suffer the same. The Developer hereby indemnify and agree to keep the Owners fully indemnified and harmless against all actions, claims, demands, losses, damages, liabilities, expenses etc. whatsoever regarding all matters, filings, submissions, compliances, obligations, responsibilities, actions, proceedings, liabilities, punishments, offences etc. under WBRERA including but not limited to those mentioned above.

#### ARTICLE -XXI FORCE MAJEURE

- 21.1 Notwithstanding anything contained under this Agreement, neither the Developer, nor the Owners shall be responsible for any delay or any breach if such delay or breach is caused by reason of any Force Majeure which shall include lockdowns /curfew exceeding 7 continuous days on account of Covid 19 Pandemic or similar calamities or any restrictive order by Central or State Government or any other Statutory Body in future and also which all are defined in the WBRERA or any other Real Estate Law as may be in vogue at the appropriate time or in any situation beyond the control of either party as per such definition in WBRERA or other Real Estate Law which may be in vogue at the material time.
- 21.1 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.



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**ARTICLE - XXII**  
**OWNERS' INDEMNITY**

- 22.1 The Owners hereby undertake that the Developer shall be entitled to the development of the 'Said Property' and shall enjoy its allocated space without any interference and/or disturbance PROVIDED the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 22.2 The Owners shall subject to due compliance of its obligations by the Developer, not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said project.
- 22.3 The Owners agree to indemnify, keep indemnified, defend and hold harmless the Developer against any and all losses, expenses, claims, costs and damages suffered by the Developer owing to default of the Owners in respect to the right, title, Ownership and interest in, to or upon the 'Said Property'.
- 22.4 The Owners shall improve the 'Said Property' in terms of 16.1 vii , failing which the Developer shall do the work by itself and deduct the charges for improvement from the owners' allocation as mentioned in 13.2.

**ARTICLE - XXIII**  
**DEVELOPER'S INDEMNITY**

- 23.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development / construction of the 'Said Property' .
- 23.2 The Developer hereby undertakes to keep the Owners indemnified against all losses damages costs claims demands actions suits costs proceedings and claims that may arise out of the Developer's action or inaction with regard to the development of the 'Said Project' and/or in the matter of construction of the said Building and/or for any defect therein.
- 23.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 23.4 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement in favour of any third party, without the prior written consent of the Owners. Further any transfer of shares of the Developer that may result in the management and control of the Developer being transferred to anyone else shall be deemed to be an assignment without consent and is prohibited. Similarly, any transfer of shares of the Owners that may result in the management and control of



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the Owners being transferred to anyone else, shall be deemed to be an assignment without consent and is prohibited without consent.

23.5 The Developer agrees to indemnify, keep indemnified, defund and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, breach or alleged breach arising out of, or which arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.

23.6 Developer shall indemnify and shall always keep the Owners, its employees, assigns and agents indemnified and harmless against:

- i. All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the project including the Common Areas appertaining thereto in all respect upto handing over possession of Unit to the intending purchaser and the Owners shall be at the cost of Developer defend any action in respect of such injury brought under the Employees Compensation Act or other provisions of law.
- ii. Any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials
- iii. All acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the concerned authority and Development authority and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.
- iv. All borrowings made for the Project and mortgages and charges created over the 'Said Property'.

#### ARTICLE - XXIV MISCELLANEOUS

24.1 The Parties agree that in the event of any breach of the provisions of this Agreement which such party fails to remedy within a reasonable period of being notified by the other, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and



স্বাক্ষরিত: ০২ সেপ্টেম্বর, ২০২৩  
অতিরিক্ত ডিস্ট্রিক্ট সাব-রেজিস্ট্রার  
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remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

- 24.2 The Owners shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.
- 24.3 If at any time additional / further constructions become permissible on the 'Said Property' due to change in any law or Building Rules or otherwise, then such additional / further constructions shall be made by the Developer at its own costs, however the Owners shall be bound by their obligation, if any, as mentioned in clause 16.1(viii) herein above. The Developer shall sell such additional / further constructions and the sale proceeds thereof shall be shared by the Owners and the Developer in the agreed ratio as mentioned in clause 13.
- 24.4 Drafting of Deeds & Documents.
- a) That all agreements for sale, transfer and or other documents which are required to be executed and registered for transfer by way of sale or otherwise (as may be advised) of the constructed areas together with undivided proportionate impartible share of the said Property shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Units and other constructed areas of the said Project and the Owners through their constituted attorney and Developer shall from time to time execute and register all such Agreements for Sale, and other Deeds and documents unto and in favour of intending transferees and shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.
  - b) That the template of all agreement for sale, deeds of sale/ transfer and other documents which are required to be executed and registered as envisaged herein shall be drafted by common solicitor and/or Advocate of the Developer in consonance with the WBERERA.
  - c) That both the parties herein shall not change alter and/or deviate from the said uniform drafts of the agreement for sale, deeds and/or other documents.
- 24.5 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.
- 24.6 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.
- 24.7 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded



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delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owners and Developer.

- 24.8 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owners. The Owners shall provide all the original Title Deeds in respect of the entire property along with respective clearances from each of the Statutory Departments, as mentioned hereinabove, to the Developer within 30 days from the date of execution of this Development Agreement.
- 24.9 After the completion of the project, the buyers of all apartments, units shall form an Association, and the Developer shall cause each of the Apartment / Unit Owners to whom they would transfer their respective right, title and interest to compulsorily become a member of such Association. After formation of the Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purpose.
- 24.10 All the apartment / space Owners including the Owners herein (if they retain any flat) shall abide by such rules, regulations and bye laws, as may be made applicable by the Developer for maintenance of the said complex, before the formation of the Apartment Owners Association, and after the formation of Owners Association, to comply with and/or adhere to all such rules, regulations and bye laws of such Association.
- 24.11 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. If any such provision is so held to be invalid, illegal or unenforceable, the Parties undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable and to the extent feasible, accurately represents the intention of the Parties. This agreement is final and binding upon all parties herein and all verbal communications / Agreements / Deeds, if any, executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.
- 24.12 The signatory executing this Agreement on behalf of the Owners and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.



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- 24.13 The Owners and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owners and Developer in their behalf.
- 24.14 No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.
- 24.15 It is hereby expressly agreed by and between the parties hereto that in the event of the Developer purchasing and/or acquiring the right to develop any neighboring and/or contiguous and/or adjacent in its own name or in the name of nominee/nominees, in that event the Developer shall be entitled to amalgamate such neighboring and/or adjacent and/or contiguous premises with the said premises and for the aforesaid purposes, the owners herein have consented to sign, execute all such deeds, documents, instruments as may be necessary and /or required by the developer for the said purpose.

On the happening of the aforesaid event and the developer undertaking development of such contiguous and /or neighboring premises, it shall solely be entitled to the total FAR available in respect of such development without any right on the part of the owners or any person claiming through or under any of them.

However, upon such amalgamation of such adjoining premises with the said premises and upon such subsequent activities/constructions, related to the amalgamation, the completion period will remain same.

IT IS BEING ALSO FURTHER EXPRESSEDLY AGREED AND DECLARED that in the event of the Developer undertaking the development of such neighboring and/or contiguous and/or adjacent in its own name, the developer and the proposed purchaser(s) or its nominee shall be entitled to avail of the facilities and/or amenities of the proposed residential complex and the owners hereby also consent to the same.

PROVIDED FURTHER THAT, such aforesaid amalgamation of land will not have impact on the profit sharing ratio between the parties in any manner.



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

#### ARTICLE - XXV

#### GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION

- 25.1 In the event of any dispute or difference arising between the parties, the courts/tribunals in Kolkata alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of all other courts/tribunals.
- 25.2 This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Further the relevant provisions of the Goods and Service Tax Act, 2016 and relevant Real Estate Act or any other statutory acts will be applicable amongst the parties in terms of the respective provisions thereon.

#### ARTICLE - XXVI

#### CONSTRUCTION FINANCE

- 26.1 The Developer after sanction of the Plans, and, obtaining of all approval required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the 'Said Property' with the Financier for the purpose of the said Construction Finance in the manner that the Financier shall not have any right or lien in respect of Owners' share. For the aforesaid purpose the Owners will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided that the Owners shall not have any liability whatsoever to repay the loan obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability.
- 26.2 It is also agreed that the intending purchasers shall also be entitled to mortgage and / or create charge over or in respect of their respective units while obtaining loans for purchasing the same in the said project without any financial or other obligation or liability upon the Owners and the Developer shall obtain necessary NOC from their financier for the said purpose.



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**ARTICLE - XXVII**  
**POWER OF ATTORNEY**

A. **AND WHEREAS** in terms of the Development Agreement, the **PRINCIPALS**

1. **M/s. BHUTORIA CONSTRUCTION PRIVATE LIMITED**(PAN **AABC3033G**),a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapurja, Police Station Bishnupur, District 24 Parganas (South), Kolkata-700104, West Bengal represented by its director **MRS. KANTA BHUTORIA**, Wife of Mr. Prakaash Bhutoria, working for gain at M/s. Bhutoria Construction Private Limited and having PAN **AEOPB5052R**, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, West Bengal
2. **M/s. CHARLES COMMERCIAL PRIVATE LIMITED**(PAN **AABCC2791A**),a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapurja, Police Station Bishnupur, Dist. 24 Parganas(South), Kolkata-700104, West Bengal, represented by its director **MRS. PUSHPA BHUTORIA**, wife of Mr. Arun Bhutoria, working for gain at M/s. Charles Commercial Private Limited, and having PAN **AEOPB5050P**, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, West Bengal
3. **M/s. SHIV NIKETAN LIMITED** (PAN: **AAACO3342IE**), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapurja, Police Station Bishnupur, Dist. South 24 Parganas, Kolkata 700 001, West Bengal represented by its director **MR. PRAKAASH BHUTORIA**, Son of Lt.Sumer Mull Bhutoria, working for gain at Shiv Niketan Limited and having PAN: - **AHRPB8345H** by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal
4. **M/s. OM TOWERS PRIVATE LIMITED** (PAN **AAACO342IE**), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapurja, Police Station Bishnupur, Dist. 24 Parganas (South), Kolkata-700104, West Bengal, represented by its director **MRS. PUSHPA BHUTORIA**, wife of Mr. Arun Bhutoria, working for gain at M/s. Om Towers Private Limited, and having PAN **AEOPB5050P**, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071, West Bengal



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5 **M/s. SMJ EXIMP LIMITED** (PAN: AAHCS2567G), a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N. S. Road, 4<sup>th</sup> floor, Room no. 6, Kolkata 700 001, West Bengal represented by its director **MR. PRAKAASH BHUTORIA**, Son of Lt. Sumer Mull Bhutoria, working for gain at SMJ Eximp Limited and having PAN: - AHRPB8345H by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal

6 **M/s. TIRUPATI ESTATES PROJECTS PRIVATE LIMITED** (PAN: AAJCT1355P), a Company incorporated under the Companies Act, 2013 having its registered office at 12A, Netaji Subhash Road, Ground Floor, Room Number 7, Kolkata - 700001, West Bengal, represented by its Director **MR. SAMRAT CHAKRABORTY**, Son of Mr. Tapan Chakraborty, working for gain at M/s. Tirupati Estates Projects Private Limited and having PAN ACGPC2084G No. 845363492003 by faith - Hindu, by occupation - Business, residing at village & post office Bara Bahira P.S., Uttar para, District Hooghly, Pin code no. 712246, West Bengal  
Executing this Development Agreement and Power of Attorney in favour of Developer, namely,

i. **AKANKSHIT COMMODITIES PRIVATE LIMITED** (PAN: AAMCA5223C), a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24 Parganas (South), Kolkata-700104, West Bengal, represented by its director **Mr. LALJI KUMAR BHUTORIA**, Son of Prakaash Bhutoria, working for gain at M/s. Akankshit Commodities Private Limited and having PAN AFVFP38282R, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata 700071, West Bengal.

ii. **M/s. TIRUPATI ESTATES PROJECTS PRIVATE LIMITED** (PAN: AAJCT1355P), a Company incorporated under the Companies Act, 2013 having its registered office at 12A, Netaji Subhash Road, Ground Floor, Room Number 7, Kolkata 700001, West Bengal, represented by its Director **MR. SAMRAT CHAKRABORTY**, Son of Mr. Tapan Chakraborty, working for gain at M/s. Tirupati Estates Projects Private Limited and having PAN ACGPC2084G No. 845363492003 by faith - Hindu, by occupation - Business, residing at village & post office Bara Bahira P.S., Uttar para, District Hooghly, Pin code no. 712246, West Bengal (Developer B)

hereinafter referred to as "ATTORNEY" (which expression unless excluded by or repugnant to the subject or context shall include any other person whom the Developer may authorize in addition or to substitute of the above named), jointly and/or severally to do all acts deeds and things as and for the purpose relating to the Subject Property and the Project and the related purposes hereinafter contained.

I. **NOW KNOW YE BY THESE PRESENTS**, I the Principal above named do hereby nominate, constitute and appoint the said Attorney as the true and lawful attorneys for in the name and behalf of the Principal to do execute, exercise and perform all or



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any of the following acts, deeds, matters and the things relating to the Subject Property and the Project and related purposes i.e. to say:-

1. To manage maintain protect and secure the Subject Property and do all acts deeds and things in connection therewith.
2. To apply for and obtain mutation, conversion, amalgamation, separation, updating, correction, modification, alteration or other recording in respect of the Subject Property or any part thereof from the Rasapurja Gram Panchayat, R.L. & L.R.O., the D.L & L.R.O., Zilla Parishad, Planning Authority, Development Authority, Collector, District Magistrate (including ADM) and any other appropriate authorities as may be deemed fit and proper by the Attorneys or any of them.
3. To accept or object to the assessments of land revenue or municipal taxes or property taxes in respect of the Subject Property or any part or share thereof and to attend all hearings and have the same finalized.
4. To pay all rates, taxes, land revenue, electricity charges, other charges expenses and other outgoings whatsoever payable in respect of the Subject property or any part thereof or the existing buildings or structures thereon or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the concerned authorities and to grant and discharges in respect thereof.
5. To deal with any person owing, occupying or having any right title or interest in the Subject Property or any other property adjacent to or near the Subject Property in respect of the development of the Subject Property in such manner and on such terms and conditions as the Attorneys or any of them may deem fit and proper.
6. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them as the Attorneys may deem fit and proper.
7. To cause survey, soil test, excavation and other works in the Subject Property.
8. To prepare apply for and obtain sanction of new plans in respect of any New Building or Buildings or any other constructions at the Subject Property as part of the Project Site or otherwise.
9. To prepare, apply for, sign and submit plans, specifications, designs, maps and sketches for approval or sanctioning by the Rasapurja Gram Panchayat or any other concerned authorities having jurisdiction and to have the same sanctioned and if required, to have the same modified revised altered and/or renewed.
10. To pay fees and obtain sanction modification revision alteration and/or such other orders and permissions as be expedient therefor.
11. To sign and submit all declaration undertakings affidavits required by any authority for the purpose of sanction/modification/alteration/renewal of the plans for any construction at the Subject Property.
12. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewage, generators, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanized parking, and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or



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service providers and/or to make alterations therein and to close down and/or have disconnected the same.

13. To apply for and obtain any permission clearance and license to erect and run/operate and/or maintain lift, generator, mechanized parking and any other utility, input or facility in the Building Complex or any part thereof including those mentioned in the last mentioned clause hereinabove.
14. To repair, construct erect and raise boundary walls in and around the Subject Property or portions thereof and also any temporary sheds and spaces for storage of building materials and running of site office and to construct any other structure for the Project or any part thereof
15. To carry out any Development Activity including construction, addition, alteration, demolition, erection, re-erection, demolition, addition or alteration and any other related activity at the Subject Property or any part thereof.
16. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input, utility or facility to be installed, run, made operative and managed threat from all State or Central Government Authorities and Statutory or other bodies and authorities concerned and any service providers.
17. To appoint, employ, engage or hire, contractors, sub-contractors, structural engineers civil engineers, surveyors, architects, experts, consultants, vastu consultants, chartered accountants, supervisors, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof including for survey and soil testing and also for preparation, modification, alterations, sanctioning extension, revalidation etc. of plans or approvals or clearances and also for any Development Activity and for the other purposes herein stated on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.
18. To appoint or collaborate with organizations and process in connection with Facility Management, Common Area Management and any other Assembly Commercial or Mercantile uses on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.
19. To do all necessary acts deeds matters and things for complying with all laws rules regulations bye-laws ordinances etc., for the time being in force with regard to the Project.
20. To apply for and obtain Occupancy or Completion Certificate and the other certificates as may be required from the concerned authorities.
21. To insure and keep insured the New Beginnings and other Development Activities or any part thereof or any materials equipment or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the Attorneys or any of them and to pay all premiums there for.
22. To obtain loans and finance in respect of any aspect of the Project or any Development Activity from any Banks and/or the Financial Institutions by mortgaging and charging the Developer's Allocation in the New Buildings in



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- accordance with the terms and conditions of the Development Agreement and without however creating any financial obligation upon the Principals.
23. To deal with banks and finances and/or their officers and/or assigns in connection with the repayment of dues and to obtain any no objection certificates, consents, conditional consents, clearances, releases, redemptions from them.
  24. To produce or give copies of any original title deed or document relating to the Subject Property.
  25. To deal with Transfer and/or part with possession of the Transferable Areas with proportionate share in land of whole or part the Subject Property and other appurtenances.
  26. To grant consent and No Objection Certificate and permit the Transferees of Units, Parking Spaces and other Transferable Areas to take loans or finances from any Banks or Financial Institutions.
  27. To advertise and publicize the Building Complex or any part thereof in any media and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the same in terms of the Development Agreement.
  28. To ask, demand, recover, realize and collect the Realizations and amounts or any parts thereof receivable in respect of any Transfer of the Transferable Areas in the manner and as per the terms and conditions of the Development Agreement and to deposit the same in the specifics accounts as per the Development Agreement and to issue receipts to the Transferees accordingly which shall fully exonerate the person or persons paying the same.
  29. To do the Marketing of the Transferable Areas in the Project with the proportionate share in land and other appurtenances thereof to such person or persons and at such consideration as the Attorneys or any of them may deem fit and proper and to receive the amounts receivable in respect thereof and issue receipts, acknowledgements and discharges there for to fully exonerate the person or persons paying the same.
  30. To negotiate, take bookings and applications of whatsoever nature in respect of Transfer of any Transferable Areas and if necessary to amend, modify, alter or cancel the same in terms of the Development Agreement.
  31. To receive the amounts receivable in respect of any Transfer made in terms of Development Agreement and issue receipts, acknowledgements and discharges therefore and to fully exonerate the person or persons paying the same. The owners' allocations of the received amount will be deposited in the Bank account of the owners.
  32. To prepare sign execute and/or deliver all papers, documents, agreements, supplementary agreements, nominations, assignments, sale deeds, conveyances, leases, licenses, mortgages, charges, tenancies, declarations, forms, receipts and such other documents and writings in any manner as be required to be so done and as may be deemed fit and proper by the Attorneys or any of them in respect of the Transfer of Transferable Areas.
  33. To enforce any covenant in any agreement deed or any other contracts or documents of transfer executed by the Principals and the Developer and to Exercise all rights and remedies available to the Principals and the Developer there under.



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34. To terminate or cancel any contract, agreement, and right of occupancy user enjoyment with any Transferees and exercise such rights as may be available in respect of such termination or cancellation.
35. To ask, demand, sue, recover, realize and collect Extras and Deposits (as defined and described in the Development Agreement) which are or may be due payable or recoverable from any Transferee or any person or persons or authority or authorities on any account whatsoever and to give effectual receipts and discharges for the same.
36. To have the Units Transferred to the Transferees to be separately assessed and mutated in the names of the respective Transferees in all public records and with all authorities and/or persons living jurisdiction and to deal with such authority and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the Attorneys or any of them may deem fit and proper
37. To deal with any claim of any third party in respect of the Subject Property and to oppose or settle the same.
38. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Building Complex and to form any Association, Society, Syndicate, Company or other body for the Common Purposes.
39. To contest or challenge any proceeding relating to vesting or acquisition or requisition or relating to any encumbrance, obligation or liability on the Subject Property or any part thereof and to attend hearings and object or settle with them and to receive compensation and other moneys payable in respect of acquisition and/or requisition. Of the Subject Property or any part thereof and utilize the same in accordance with the terms and conditions of the Development Agreement.
40. To deal with the Government of the West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Project.
41. For all or any of the purposes herein stated to appear and represent the Principal before the Rasapurja Gram Panchayat and RASAPURJA Gram Panchayat, Kolkata Improvement Trust, Zilla Parishad, MED, Collector, Dist. Magistrate, ADM, Municipality/ Panchayat, Fire Brigade, Planning Authority, Development Authority, the Authorized Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, the authorities under The West Bengal Apartment Ownership Act, Registrar of Co-operative any other Society, Registrar of Companies, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976; the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning and Development) Act, Apartment Ownership Act, Societies Registration Act, Co-operative Societies Act, Companies Act, Development Authority, Pollution Control Authorities, Environment Authorities, Licensing Authorities, Police Authorities, Traffic Department, Directorate of Fire Services, Directorate of Lifts, Directorate of Electricity, Insurance Companies, Electricity, Water and other services provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-judicial, land and other authorities



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and all private bodies and service providers and all other persons and also all courts tribunals and appellate authorities and do all acts deeds and things as the Attorney or any of them may deem fit and proper.

42. To appear and represent the Principal before any Notary Public, Registrar of Assurance, District Registrar, Sub-Registrar, Additional Registrar, Metropolitan Magistrate and/or other officer or officers or authority or authorities having jurisdiction and to present for registration before them and admit execution and to acknowledge and register and have registered and perfected and/or notarized and/or affirm or declare all documents instruments and writings executed by the Attorneys or any of them by virtue of the powers hereby conferred.
43. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revision, review, arbitration proceedings and other legal proceedings and demands civil, criminal or revenue concerning and/or touching any of the matters herein stated and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, Arbitration Tribunal, any other Tribunal, Collector, Judicial or Quasi-judicial authorities and forums, Statutory authorities, presiding officers, authorized officers etc. to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding and to adduce oral and documentary evidences as the occasion shall require and/or as the Attorneys or any of them may think fit and proper
44. To apply for, obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summons and services of papers from any Court, Tribunal, postal authorities and/or persons.
45. To receive refund to express amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in respect thereof.
46. To receive all letters parcels or other postal articles and documents in respect of the Subject Property and to grant proper and effectual receipts thereof.
47. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtars and to revoke such appointments.

**AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained relating to the Subject Property and the Project and related purposes which the Principal itself could have lawfully done under their own hands and seal, if personally present.

**AND** the Principal doth hereby ratify and confirm and agree to ratify and confirm all and whenever their said Attorney or Attorneys have done or shall lawfully do or cause to be done in or about the premises aforesaid.

**AND** it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed of thing which would go against the provisions of the Development Agreement and



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by executing this Power of Attorney the obligations of the Principal or consequences for non-compliance under the Development Agreement shall not be affected.

**FIRST SCHEDULE ABOVE REFERRED TO:**  
(Said Property)

ALL THAT pieces and parcels of land total measuring 543.00 decimals be the same a little more or less comprised in R.S. Dag No. 388, 389, 390, 407, 408, 410, 411, 412, 413, 414, 415, 417, 421, 422, 440, 441, 442, 444, 445, 446, 447, 449, 450, 451, 454, 466 corresponding to L.R. Dag No. 444, 445, 446, 464, 465, 467, 468, 469, 470, 471, 472, 474, 478, 479, 499, 500, 501, 503, 504, 505, 506, 508, 509, 511, 515, 528 under L.R. Khatian Nos. 1255, 1800, 1448, 1401, 1405, 2054 in Mouza : Nawabad. J.L. No: 19, P.S. : Bishnupur, District: South 24 Paraganas, Kolkata: 700 104, which is bulleted and bounded in the manner as follows:

On the North:- 455(P), 464(P), 466(P)

On the South:- 390(P), 410(P), 411(P), 412(P), 416(P), 417(P), 443(P), 444(P), 450(P)

On the East:- 443(P), 444(P), 470(P), 471(P).

On the West:- 390(P), 403(P), 407(P)

R.S. Dag No.	L.R. Dag No.	MOUZA	Property being Developed	Area Owned by TEPL	Area owned by SNL	Area owned by BCPL	Area owned by SMJ LTD.	Area owned by CCPL	Area owned by OTPL
388	444	NOWABAD	16.00	00.00	00.00	5.00	00.00	11.00	00.00
389	445	NOWABAD	10.00	00.00	00.00	10.00	00.00	00.00	00.00
390	446	NOWABAD	12.00	12.00	00.00	00.00	00.00	00.00	00.00
407	464	NOWABAD	05.00	00.00	05.00	00.00	00.00	00.00	00.00
408	465	NOWABAD	0.50	00.50	00.00	00.00	00.00	00.00	00.00
410	467	NOWABAD	24.00	00.00	00.00	24.00	00.00	00.00	00.00
411	468	NOWABAD	11.00	00.00	00.00	11.00	00.00	00.00	00.00



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R.S. Dag No.	L.R. Dag No.	MOUZA	Property being Developed	Area Owned by TEPPL	Area owned by SNL	Area owned by BCPL	Area owned by SMJ LTD.	Area owned by CCPL	Area owned by OTPL
412	469	NOWABAD	40.00	00.00	00.00	40.00	00.00	00.00	00.00
413	470	NOWABAD	14.67	00.00	14.67	00.00	00.00	00.00	00.00
414	471	NOWABAD	26.00	00.00	26.00	00.00	00.00	00.00	00.00
415	472	NOWABAD	30.00	00.00	10.00	00.00	00.00	00.00	20.00
417	474	NOWABAD	40.00	08.00	00.00	16.00	00.00	08.00	08.00
421	478	NOWABAD	02.20	00.00	00.00	00.00	2.20	00.00	00.00
422	479	NOWABAD	03.30	00.00	00.00	00.00	3.30	00.00	00.00
440	499	NOWABAD	09.00	00.00	09.00	00.00	00.00	00.00	00.00
441	500	NOWABAD	30.00	25.52	04.48	00.00	00.00	00.00	00.00
442	501	NOWABAD	47.00	9.72	00.90	21.38	15.00	00.00	00.00
444	503	NOWABAD	07.71	00.00	07.71	00.00	00.00	00.00	00.00
445	504	NOWABAD	06.60	06.60	00.00	00.00	00.00	00.00	00.00
446	505	NOWABAD	06.00	06.00	00.00	00.00	00.00	00.00	00.00
447	506	NOWABAD	06.00	00.00	00.00	00.00	06.00	00.00	00.00
449	508	NOWABAD	24.15	07.00	03.15	00.00	00.00	00.00	14.00
450	509	NOWABAD	68.00	00.00	00.00	00.00	68.00	00.00	00.00
451	511	NOWABAD	94.81	29.75	06.06	59.00	00.00	00.00	00.00
454	515	NOWABAD	6.81	06.81	00.00	00.00	00.00	00.00	00.00
466	528	NOWABAD	2.25	02.25	00.00	00.00	00.00	00.00	00.00
<b>TOTAL</b>			543.00	114.15	86.97	186.38	94.50	19.00	42.00



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**THE SECOND SCHEDULE ABOVE REFERRED TO  
(Details of Ownership of the Said Property)**

Name of the Owner	Deed No.	Year	LK Dag No.	Area of Land in Project (Decimal)
Charles Commercial Private Limited	5849	2014	444	16.00
Bhutoria Construction Private Limited	161306244 161306222	2021		
Bhutoria Construction Private Limited	161306244 161308329 161306252 161306221	2021	445	13.00
Tirupati Estate Projects Private Limited	1. 161302486 2. 161302588	2023	446	12.00
Shiv Niketan Limited	161303375	2022	466	5.00
Tirupati Estate Projects Private Limited	161301852	2023	465	0.50
Bhutoria Construction Private Limited	1. 161305036 2. 161305037	2020	467	24.00
Bhutoria Construction Private Limited	161305037	2020	468	11.00
Bhutoria Construction Private Limited	1. 161305036 2. 161305037	2020	469	40.00
Shiv Niketan Limited	6324		470	14.67
Shiv Niketan Limited	161304672 161303347 6324	2021 2022	471	26.00
Shiv Niketan Limited Om Towers Private Limited	6324 161302186	2021	472	30.00
Charles Commercial Private Limited	5847	2014	474	40.00
Om Towers Private Limited	1. 161302934	2019		
Bhutoria Construction Private Limited	2. 161303593	2022		
Tirupati Estate Projects Private Limited	3. 161301857	2023		
SMJ Eximp Limited	161301819	2016	478	2.20
SMJ Eximp Limited	161301816	2016	479	3.30
Shiv Niketan Limited	1. 161308295	2021	499	9.00
Shiv Niketan Limited	1. 161302171 2. 161303989	2022		30.00



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			500	
Tirupati Estate Projects Private Limited	1. 161301872 2. 161301873	2023		
SMJ Eximp Limited	1. 161301872	2016		
Bhutoria Construction Private Limited	2. 161305364 3. 161306570	2017	501	47.00
Tirupati Estate Projects Private Limited	4. 161301872	2023		
Shiv Niketan Limited	5. 161303989	2022		
Shiv Niketan Limited	1. 161302394 2. 161302235	2022	503	07.71
Tirupati Estate Projects Private Limited	1. 161303519 2. 161303517 3. 161303515 4. 161303512 5. 161303511 6. 161303664	2025	504	6.60
Tirupati Estate Projects Private Limited	1. 161301872	2023	505	6.00
SMJ Eximp Limited	1. 161301812	2016	506	6.00
Om Towers Private Limited	161302290	2022		
Shiv Niketan Limited	161303989	2022	508	24.15
Tirupati Estate Projects Private Limited	161301872	2023		
SMJ Eximp Limited	161301813	2016	509	68.00
Bhutoria Construction Private Limited	161305364	2017		
Shiv Niketan Limited	161303986	2022	511	94.81
Tirupati Estate Projects Private Limited	161302872	2023		
Tirupati Estate Projects Private Limited	161301852	2023	515	6.81
Tirupati Estate Projects Private Limited	161301852	2023	528	2.25



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### THE THIRD SCHEDULE ABOVE REFERRED TO:

(Specifications)

Foundation:	R.C.C / Brick foundation.
Structure	RCC/Brick framed structure
Water Supply	24 - hour treated water supply.
Electrical	Provision for sufficient electrical points in each and every units and common area as may be required and suggested by the consultant. Provision for Telephone & T.V points in Living and all bedrooms. Modular switches of reputed brand. Safety equipment such as M.C.B for all units.
Wiring project/complex	Fire resistance concealed electrical wiring in entire project/complex
Wall Finish	Interior: Smooth putty or POP finished walls. Exterior: Combination of antifungal paint.
Flooring & Dado	Vitrified/Ceramic tiles for living, dining, all bedrooms and balcony. Kitchen / Toilet floors to be made with heavy duty mat finish Vitrified/Ceramic tiles
Toilet	Vitrified/Ceramic tiles of a reputed brand (up to lintel height). Porcelain sanitary ware of reputed brand. CP fittings of a reputed brand.
Door	Door frames made of seasoned and treated wood. Flush doors or teak wood finished doors. Quality locks/handles (hardware) for all doors of reputed brand.
Window	Color Anodized/ powder coated glazed aluminum window or UPVC window.
Kitchen	Granite counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height Stainless steel Sink.

Note: The project may be sold as bare-shell units too without finishing works.

#### Amenities

- Firefighting system as per requirements
- CCTV monitoring & surveillance system on the common areas in ground floor
- Water Filtration/Treatment Plant
- Power Backup for common area and flats.



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**MEMO OF CONSIDERATION**

Received from the within named developer the within mentioned sum of **Rs. 1, 00, 000/- (Rupees One Lakh Only)** towards full and final payment of the consideration for sale of the Said Land described in the Schedule above, in the following manner:

MODE	REFERENCE NO.	DATE	BANK	AMOUNT (in Rs.)	FAVOURING
CHEQUE	872391	02/09/2023	AXIS BANK LTD.	20,000/-	Bhutoria Construction Private Limited
CHEQUE	872392	02 /09/2023	AXIS BANK LTD.	20,000/-	Om Towers Private Limited
CHEQUE	872393	02/09/2023	AXIS BANK LTD.	20,000/-	Shiv Niketan Limited
CHEQUE	8732395	02/09/2023	AXIS BANK LTD.	20,000/-	SMJ Eximp Limited
CHEQUE	872394	02/09/2023	AXIS BANK LTD.	20,000/-	Charles Commercial Private Limited
<b>TOTAL AMOUNT</b>				<b>Rs. 1,00,000/-</b>	

**WITNESSES:-**

1. *Jyotsna Banerjee*  
Bakrahat Rd, Thakurpukur  
Kolkata-700104

2. *Munmun Kar*  
Parnashree Tally,  
Kolkata-60

**BHUTORIA CONSTRUCTION PVT. LTD.**

*Kanta Bhutoria*

Director

**Charles Commercial Pvt. Ltd.**

*Pushpa Bhutoria*

Director

**SHIV NIKETAN Limited**

*[Signature]*

Director

**OM TOWERS PVT. LTD.**

*Pushpa Bhutoria*

Director

**SMJ EXIMP LIMITED**

*[Signature]*

Director



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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written.

Sealed, signed and delivered by the

Vendor in presence of:

1. Sumpu Banerjee  
Bakrahat Rd, Thakurpukur  
Kolkata-700104

2. Munmun Kon  
Purnasthree Pally,  
Kolkata-60

BHUTORIA CONSTRUCTION PVT. LTD.

Karla Bhutoria

Director

Charles Commercial Pvt. Ltd.

Pushpa Bhutoria

Director

SHIV NIKETAN Limited

[Signature]

Director

OM TOWERS PRIVATE LIMITED

SMJ EXIMP LIMITED

Pushpa Bhutoria

Director

TIRUPATI ESTATES PROJECTS PVT. LTD.

Samrat Chakraborty

Director.

Land Owners

(AUTHORISED SIGNATORY OF BHUTORIA CONSTRUCTION PRIVATE LIMITED, CHARLES COMMERCIAL PRIVATE LIMITED, SHIV NIKETAN LIMITED, OM TOWERS PRIVATE LIMITED, SMJ EXIMP LIMITED, TIRUPATI ESTATE PROJECTS PRIVATE LIMITED)

AKANKSHIT COMMODITIES PVT. LTD.

[Signature]

Director

TIRUPATI ESTATES PROJECTS PVT. LTD.

Samrat Chakraborty

Director.

Developer

(AUTHORISED SIGNATORY OF AKANKSHIT COMMODITIES PRIVATE LIMITED & TIRUPATI ESTATE PROJECTS PRIVATE LIMITED)

Drafted by

Munmun Kon  
WB 2082 OF 2009

(ADVOCATE),

Howrah District Judges' court

8/11/2023

10/10/2023







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10/10/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Samrat Chakraborty Bahira, City:- Not Specified, P.O:- Rasapunja, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 700104 <i>Tirupati Estates Projects Pvt. Ltd.</i>	Representative of Developer (AKANKS HIT-COMMODITIES PRIVATE LIMITED)			<i>TIRUPATI ESTATES PROJECTS PVT LTD</i> <i>Samrat Chakraborty</i> 2.9.23 Director
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Ms Munmun Kar Daughter of Late Ashok Kumar Kar 112 Pamashree Pally, 112, Pamashree Pally Road (I,II,III,IV), City:- Not Specified, P.O:- Pamashree, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700060	Mr Lalit Kumar Bhutoria, Mr Samrat Chakraborty			<i>Munmun Kar</i> 2/9/23.

(Baishali Dasgupta)

ADDITIONAL DISTRICT  
SUB-REGISTRAR  
OFFICE OF THE A.D.S.R.  
BISHNUPUR

South 24-Parganas, West Bengal



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# TESTIMONY OF IDENTIFIER

[ As per Rule 47 of West Bengal Registration Rule & Sec. 68 of Indian Evidence Act,1872]



1. NAME OF THE IDENTIFIER - MUNMUN KAR  
(নাম)
2. ✓ FATHER/HUSBAND NAME - Late Ashoke Kumar Kar  
(পিতা/স্বামী)
3. PROFESSION - service  
(জীবিকা)
4. RELATION TO THE EXECUTANTS - employer  
(সম্পর্ক)
5. VOTER ID NO-.....  
(ভোটার) (Cross the last 4 digit )
6. AADHAR NO- 3979 2913 8525  
(Bd|ew)
7. PERMANENT ADDRESS-  
VILL/PARA- Parnashree Pally POST OFFICE- Parnashree  
(ঠিকানা)  
POLICE STATION- Parnashree ✓ ROAD / LAND MARK- Parnashree Pally  
DISTRICT- Kolkata PIN CODE- 700 060

I do hereby declare that I am personally acquainted with executants / executants of the deed presented for registration and also verify the identity of executants.

Date: 2/9/23  
(তারিখ)



LEFT THUMB IMPRESSION

Munmun Kar  
Signature of the Identifier  
(স্বাক্ষর)

N.B- This testimony is obtained from the identifier because in this case, the Registering officer acting under Registration Act and rule here under is not personally known / acquainted with the executants.



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name... LALIT KUMAR BHUTORIA

Signature...

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

Name.....

Signature.....

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

Name.....

Signature.....

	Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand				
	right hand				

Name.....

Signature.....





✓  
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	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....KANTA BHUTORIA.....

Signature.....Kanta Bhutoria.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....PUSHPA BHUTORIA.....

Signature.....Pushpa Bhutoria.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name.....PRAKASH BHUTORIA.....

Signature.....Prakash.....



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					




Name.....SAMRAT CHAKRABORTY.....

Signature.....Samrat Chakraborty.....



Additional District Registrar, Bishnupur  
District: South 24 Parganas

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Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Lalit Kumar Bhutoria 4 Pretoria Street, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071	Represent ative of Land Lord [Bhutoria Constructi on Private Limited ] ,[Shiv Niketan Limited ] ,[SMJ Eximp Limited ] ,[Om Towers Private Limited ] ,[Charles Commerci al PVT LTD ] ,[Tirupati Estates Projects Private Limited ] ,[Tirupati Estates Projects Private Limited ] ,[AKANKS HIT COMMOD ITIES PRIVATE LIMITED ]		 AKANKSHIT COMMODITIES PVT. LTD. Director	 AKANKSHIT COMMODITIES PVT. LTD. 02/09/2023 Director

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10/09/2023  
10/09/2023

10/09/2023  
10/09/2023



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District, South 24 Parganas  
02 SEP 2023



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BISHNUPUR, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16132002228678/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1.	Mrs. Kamta Bhutoria, 4, Pretoria Street, Kol-71	Representative of Bhutoria Construction Pvt. Ltd		 BHUTORIA CONSTRUCTION PVT. LTD. Director	 Kamta Bhutoria 20/9/23 BHUTORIA CONSTRUCTION PVT. LTD. Director
2.	Mrs. Pushpa Bhutoria, 4, Pretoria Street Kol-71	Representative of Charles Commercial Private Ltd and Om Tower Pvt. Ltd		 Charles Commercial Pvt. Ltd. Director	 Charles Commercial Pvt. Ltd. Pushpa Bhutoria 2.9.23. Director
3.	Mr. Prakaash Bhutoria, 4 Pretoria Street Kol-71	Representative of Shiv Niketan Ltd and SMJ Eximp Ltd.		 SHIV NIKETAN LTD. Director	 SMJ NIKE-PAN LTD. 21/9/23 Director



Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



010920232019988269

GRIPS Payment Detail

GRIPS Payment ID:	010920232019988269	Payment Init. Date:	01/09/2023 17:22:58
Total Amount:	76015	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	114220730	BRN Date:	01/09/2023 17:24:10
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: Akankshit Commodities Pvt. Ltd  
Mobile: 967442155

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240199882701	Directorate of Registration & Stamp Revenue	76015
<b>Total</b>			<b>76015</b>

IN WORDS: SEVENTY SIX THOUSAND FIFTEEN ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.







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



192023240199882701

GRN Details

GRN:	192023240199882701	Payment Mode:	Online Payment
GRN Date:	01/09/2023 17:22:58	Bank/Gateway:	HDFC Bank
BRN :	1:4220:30	BRN Date:	01/09/2023 17:24:10
GRIPS Payment ID:	010920232019988269	Payment Init. Date:	01/09/2023 17:22:58
Payment Status:	Successful	Payment Ref. No:	2002228678/5/2023 (Query No*/Query Year)

Depositor Details

Depositor's Name:	Akankshit Commodities Pvt. Ltd.
Address:	HAKRAHAI ROAD THAKURPUKUR, P.O- RASAPUNIA, West Bengal. 700104
Mobile:	9674442155
Contact No:	9674442155
Depositor Status:	Others
Query No:	2002228678
Applicant's Name:	Mr Tumpa Banerjee
Address:	A.D.S.R. BISINUPUR
Office Name:	A.D.S.R. BISHNUPUR
Identification No:	2002228678/5/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 5
Period From (dd/mm/yyyy):	01/09/2023
Period To (dd/mm/yyyy):	01/09/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002228678/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	7501
2	2002228678/5/2023	Property Registration- Registrar Fees	0030-03-104-001-16	1014
			<b>Total</b>	<b>76015</b>

IN WORDS: SEVENTY SIX THOUSAND FIFTEEN ONLY.



# Shiv Niketan Ltd.

Phone nos : +91(0) 33 2498 0010 / 20

E-mail : shivniketan1995@gmail.com

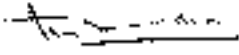
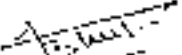
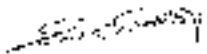

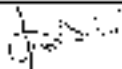
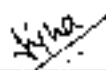
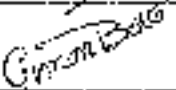
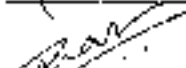
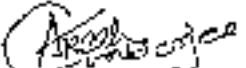
CIN : U70101WB1996PL10081521

GSTIN : 19AAECS3891G1Z0

Extract of the meeting of Board of Directors of M/s Shiv Niketan Limited held at its Registered office #1 Bakrahat Road, Thakurpukur, P.O- Rasapuja, Kolkata-700104, West Bengal on this the 06/09/2022 at about 11 A.M.


## TO EXECUTE AND DELIVER ALL ACT(S) AND/OR DEED(S)

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby given to the following directors/ Authorised Signatories, singly/jointly, on behalf of the Company to sign, submit, execute, deliver all deeds, agreements and other required applications, contracts, letters, documents, indentures, affidavits, notices, indemnity bonds, sanction plans, NOCs, writings and do all such acts, deeds and things, and/ or to appear, present before the concerned department(s)/ authority(ies)/ court(s)/ tribunal(s)/ apex bodies and other related bodies as may be required in this regard to implement and give effect to this resolution in relation to the aforementioned agenda.

Sl No	Name	Designation	Signature
1	Pranash Bhutoria	Director	
2	Julij Kumar Bhutoria	Director	
3	Manas Chatterjee	Authorised Signatory	
4	Aashish Jaiswal	Authorised Signatory	
5	Jaimli Dasgupta	Authorised Signatory	
6	Kaushal Kumar Jha	Authorised Signatory	
7	Suman Bera	Authorised Signatory	
8	Paromita Chakraborti	Authorised Signatory	
9	Arcoo Chatterjee	Authorised Signatory	

**FURTHER RESOLVED THAT** the Common Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the company on the Agreement(s) and other documents as may be required in this regard.

✓CERTIFIED TRUE COPY✓  
SHIV NIKETAN LTD.

  
Director

For Shiv Niketan Limited



# OM TOWERS PVT. LTD.

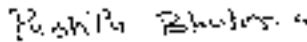
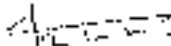
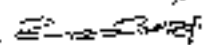
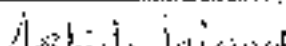
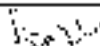

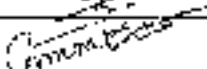
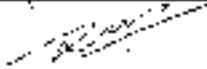
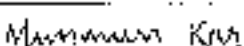
Regd. Office :  
Bakrahat Road, Thakurpukur,  
P.O. Rasapurja, South 24 Parganas,  
Kolkata - 700 104 West Bengal, India

Phone nos : +91 (0) 33 2498 0610 / 20  
E-mail : otp1996@gmail.com  
CIN No. : U45201WB1996PTC081110  
GSTIN : 19AAAC03421E1ZU

Extract of the meeting of Board of Directors of M/s. Om Towers Private Limited held at its Registered office of Bakrahat Road, Thakurpukur, P.O.- Rasapurja , Kolkata-700104, West Bengal on this the 03/04/2023 at about 2 P.M.

## TO EXECUTE AND DELIVER ALL ACT(S) AND JOB DEED(S)

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby given to the following directors/ Authorised Signatories, singly/jointly, on behalf of the Company to sign, submit, execute, deliver, all deeds, agreements and other required applications, contracts, letters, documents, indentures, affidavits, notices, indemnity bonds, sanction plans, NOCs, writings and do all such acts, deeds and things, and/or to appear, present before the concerned department(s)/ authority(ies)/ court(s)/ tribunal(s)/ apex bodies and other related bodies as may be required in this regard to implement and give effect to this resolution in relation to the aforementioned agenda.

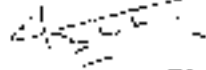
Sl. No	Name	Designation	Signature
1	Pushpa Bhutoria	Director	
2	Lalit Kumar Bhutoria	Director	
3	Manas Chatterjee	Authorised Signatory	
4	Aashish Jaiswal	Authorised Signatory	
5	Jhansi Dastumari	Authorised Signatory	
6	Kaustubh Kumar Jha	Authorised Signatory	
7	Suman Dera	Authorised Signatory	
8	Paromita Chakraborty	Authorised Signatory	
9	Munmun Kar	Authorised Signatory	

**FURTHER RESOLVED THAT** the Common Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the company on the Agreement(s) and other documents as may be required in this regard.

SCRIPED TRUE COPY:

For M/s. Om Towers Private Limited

OM TOWERS PRIVATE LIMITED



Director

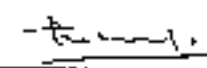
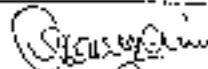
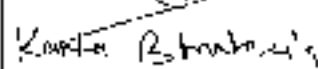
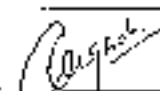
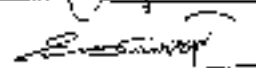
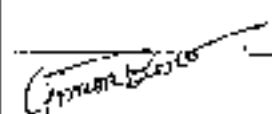
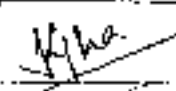
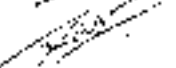
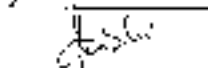
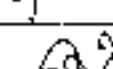

Director



**EXTRACT OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S. SMJ EXIMP LIMITED HELD AT ITS REGISTERED OFFICE AT REGISTERED OFFICE AT 23A, NETAJI SUBHAS ROAD, 4<sup>TH</sup> FLOOR, ROOM NO. 06 KOLKATA - 700001 ON THIS THE 09TH DAY OF NOVEMBER, 2021 AT 11.00 A.M**

**1. TO EXECUTE DELIVER AND REGISTER SALE AGREEMENT.**

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby given to the following Directors/Authorized Signatories, singly/jointly, on behalf of the Company to sign, submit, execute, deliver and register the sale agreement and other required applications, letters, documents and deeds and writings and do all such acts, deeds and things as may be required in this regard to implement and give effect to this resolution, in relation to flat/brangalove sale.

Sl. No.	Name	Designation	Signature
1	Prakash Bhunia	Director	
2	Arjun Bhunia	Director	
3	Kanta Bhunia	Director	
4	Ashok Kumar Agarwal	Authorized Signatory	
5	Konas Chatterjee	Authorized Signatory	
6	Debjit Jana	Authorized Signatory	
7	Suman Bera	Authorized Signatory	
8	Kaushal Kumar Jha	Authorized Signatory	
9	Paromita Chakraborty	Authorized Signatory	
10	Jhuzli Dasgupta	Authorized Signatory	
11	Stravjit Bhawmik	Authorized Signatory	

Regd. Office: 23A, Netaji Subhas Road, 4th Floor, Room No. 06 & 08 Kolkata - 700 001, India

Branch Office: M. H. S. Manguk  
 Cuttack - 754 073, Orissa  
 (Near Chaudhri Weigh Bridge)  
 Mobile Nos. : 9861002651, 9437340177  
 Phone No. : +91 (0)671 2462054

Branch Office: Kozari Mukha, New Khowra Gate  
 Gouda's, Cuttack, Orissa  
 Branch - +91 671  
 2462054

Branch Office: Rourkela  
 Mangal Sarda, Chandauli  
 Odisha, Orissa





**FURTHER RESOLVED THAT** the Common Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the Company on the Agreement(s) and other documents as may be required in this regard.

//CERTIFIED TRUE COPY//

For SMJ Eximp Limited

*Kavita Bhattacharya*

Director

Regd. Office : 23A, Netaji Subhas Road, 4th Floor, Room No. 3 & 4, Kolkata - 700 001, India

Branch Office : K. H. S. Mongra  
Cuttack - 754 025, Orissa  
(Near Diamond Wajih Bridge)  
Mobile Nos. : 9861032051, 9607243177  
Phone No. : +91 (0) 671 2492661

Branch Office :  
Kumar Market, New Kandi Gate  
Gurdwara, Chandernagore,  
Bengal - 485 589  
Madhyapradesh

Branch Office : Ramnagar  
Muzal Sany, Chandernagore  
Uttar Pradesh



# Akankshit Commodities Private Limited

Phone nos. : +91 (0) 33 2498 0010 / 20

E-mail ID : akankshit014@gmail.com

CIN No U52100WR2014PTC200329

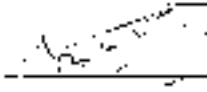
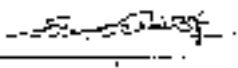
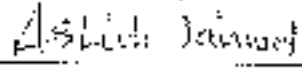
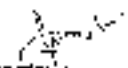

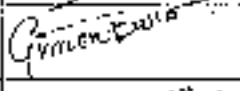
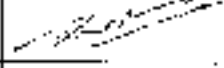
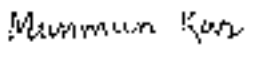
GSTIN: 19AAACAS223C1ZV

Regd. Office : Bakrahat Road, Thakurpukur, P.O.-Rasapurja,  
South 24 Parganas, Kolkata - 700 104, West Bengal, India

Extract of the meeting of Board of Directors of M/s. Akankshit Commodities Private Limited held at its Registered office at Bakrahat Road, Thakurpukur, P.O.- Rasapurja , Kolkata- 700104, West Bengal on this the 03/04/2023 at about 11 A.M.

## TO EXECUTE AND DELIVER ALL ACT(S) AND/OR DEED(S)

RESOLVED FIAT consent of the Board of Directors of the Company be and is hereby given to the following directors/ Authorised Signatories, singly/jointly, on behalf of the Company to sign, submit, execute, deliver all docs, agreements and other required applications, contracts, letters, documents, indentures, affidavits, notaries, indemnity bonds, sanction plans, NOCs, writings and do all such acts, deeds and things, and/or to appear, present before the concerned department(s)/ authority(ies)/ court(s)/ tribunal(s)/ apex bodies and other related bodies as may be required in this regard to implement and give effect to this resolution in relation to the aforementioned agenda.

Sl. No	Name	Designation	Signature
1	Lalit Kumar Bhutoria	Director	
2	Manas Chatterjee	Authorised Signatory	
3	Aashish Jaiswal	Authorised Signatory	
4	Jhimli Dasgupta	Authorised Signatory	
5	Kaushal Kumar Jha	Authorised Signatory	
6	Suman Beri	Authorised Signatory	
7	Paromita Chakraborti	Authorised Signatory	
8	Munmun Kar	Authorised Signatory	

FURTHER RESOLVED THAT the Common Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the company on the Agreement(s) and other documents as may be required in this regard

///CERTIFIED TRUE COPY//

For M/s. Akankshit Commodities Private Limited

  
AKANKSHIT COMMODITIES PRIVATE LIMITED

Director

Director



**TIRUPATI ESTATES PROJECTS PVT. LTD.**

Office : 12A, Netaji Subhash Road , Ground Floor . Room # 07 , Kolkata – 700 001

Phone : 2230-9909 . CIN : U70109WB2022PTC251106

Email : [tirupatlestates2022@gmail.com](mailto:tirupatlestates2022@gmail.com)

Extract of the meeting of Board of Directors of M/s. Tirupati Estate Projects Private Limited held at its registered office at 12A, Netaji Subhas Road, P.O.- General Post Office, P.S- Hare Street, Kolkata-700 001, West Bengal on this the 08/05/2023 at about 11 A.M.

**TO EXECUTE, REGISTER AND/OR SIGNING AUTHORITY IN RESPECT OF PURCHASE AND DEVELOPMENT OF LAND AT MOUZA - NAWABAD, DISTRICT- SOUTH 24 PARAGANAS, KOLKATA- 700 104, WEST BENGAL**

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby given to the following directors/ Authorized Signatories, singly/jointly, on behalf of the Company to sign, submit, execute, deliver, register all deeds, agreements and other required applications and do all such acts, deeds and things, and/or to appear, present before the concerned department(s)/ authority(ies)/ and other related bodies as may be required in this regard to implement and give effect to this resolution to

**MR. SAMRAT CHAKRABORTY**, (PAN- ACGPC2084G, AADHAAR NO. – 8453 6349 2003), Son of Tapan Chakraborty, By faith- Hindu, Aged about- 50 years, of Barabhera, Kanaipur, Hooghly-- 712246, West Bengal.

*Samrat Chakraborty*

SIGNATURE OF POWER HOLDER/AUTHORISED DIRECTOR

For and on behalf of the Board of Directors:-

Name	Designation	Signature
RAJ KUMAR BHANSALI	Director	<i>Raj Kumar Bhansali</i>
SAMRAT CHAKRABORTY	Director	<i>Samrat Chakraborty</i>

**FURTHER RESOLVED THAT** the Common Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the company on the Agreement(s) and other documents as may be required in this regard

//CERTIFIED TRUE COPY//

For Tirupati Estate Projects Private Limited

*Raj Kumar Bhansali*  
(RAJ KUMAR BHANSALI)

Director

DIN: 09316168



# CHARLES COMMERCIAL PVT. LTD.

Regd. Office :  
Bakrahat Road, Thakurpukur,  
P.O. Rasipurja, South 24 Parganas,  
Kolkata - 700 104, West Bengal, India

Phone nos. : +91 (0) 33 2400 0010 / 20  
E-mail : csp@1996@gmail.com  
GSTIN : 19AA8002791A1ZY  
CIN No. : U70100WB1996PLC08130

Extract of the meeting of Board of Directors of M/s. Charles Commercial Private Limited held at its Registered office at Bakrahat Road, Thakurpukur, P.O.-Rasipurja, Kolkata-700104, West Bengal on this the 03/04/2022 at about 11:30 A.M.

## TO EXECUTE AND DELIVER ALL ACT(S) AND/OR DEED(S)

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby given to the following directors/ Authorized Signatories singly/jointly, on behalf of the Company to sign, submit, execute, deliver all deeds, agreements and other required applications, contracts, letters, documents, indentures, affidavits, notices, indemnity bonds, sanction plans, NDCs, writings and do all such acts, deeds and things, and/or to appear, present before the concerned department(s)/ authority(ies)/ court(s)/ tribunal(s)/appx bodies and other related bodies as may be required in this regard to implement and give effect to this resolution in relation to the aforementioned agenda.

Sl. No	Name	Designation	Signature
1.	Pooja Bhutonia	Director	Pooja Bhutonia
2.	Lalit Kumar Bhutonia	Director	Lalit Kumar Bhutonia
3.	Manas Chatterjee	Authorized Signatory	Manas Chatterjee
4.	Aashish Jainwal	Authorized Signatory	Aashish Jainwal
5.	Jhinali Dasgupta	Authorized Signatory	Jhinali Dasgupta
6.	Kaushal Kumar Jha	Authorized Signatory	Kaushal Kumar Jha
7.	Suman Bera	Authorized Signatory	Suman Bera
8.	Purnima Chakraborty	Authorized Signatory	Purnima Chakraborty
9.	Munmun Kar	Authorized Signatory	Munmun Kar

**FURTHER RESOLVED THAT** the Company Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the company on the Agreement(s) and other documents as may be required in this regard

**CERTIFIED TRUE COPY**

For M/s. Charles Commercial Private Limited

CHARLES COMMERCIAL PRIVATE LIMITED

Director

Director







Phone nos. : +91 (0) 33 2468 0010 / 25  
E-mail : Local189E@gmail.com  
CIN No. : U70101WD1960P1CO61135  
GSTN : 19WAB07B5333G-72

## Construction Private Limited

Extract of the meeting of Board of Directors of M/s. Bhutoria Construction Private Limited held at its Registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, P.S.- Bishuapur, Kolkata-700104, West Bengal on this the 03/04/2023 at about 12:30 P.M.

### TO EXECUTE AND DELIVER ALL ACT(S) AND /OR DEED(S)

**RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby given to the following directors/ Authorized Signatories singly/jointly, on behalf of the Company to sign, submit, execute, deliver all deeds, agreements and other required applications, contracts, letters, documents, indentures, affidavits, notaries, indemnity bonds, sanction plans, NOCs, writings and to all such acts, deeds and things, and/or to appear, present before the concerned department(s)/ authority(ies)/ court(s)/ tribunal(s)/ apex bodies and other related bodies as may be required in this regard to implement and give effect to this resolution in relation to the aforementioned agenda.

SL. No.	Name	Designation	Signature
1	Kanta Bhutoria	Director	Kanta Bhutoria
2	Arjun Bhutoria	Director	Arjun Bhutoria
3	Manas Chatterjee	Authorized Signatory	Manas Chatterjee
4	Anshish Jaiswal	Authorized Signatory	Anshish Jaiswal
5	Jhimiti Dasmunshi	Authorized Signatory	Jhimiti Dasmunshi
6	Kaushal Kumar Jha	Authorized Signatory	Kaushal Kumar Jha
7	Suman Bera	Authorized Signatory	Suman Bera
8	Paromita Chakrabarti	Authorized Signatory	Paromita Chakrabarti
9	Munmun Kar	Authorized Signatory	Munmun Kar

**FURTHER RESOLVED THAT** the Common Seal of the Company be affixed in accordance with the provisions of the Articles of Association of the company on the Agreement(s) and other documents as may be required in this regard.

///CERTIFIED TRUE COPY///

For M/s. Bhutoria Construction Private Limited

SUDHA CONSTRUCTION PRIVATE LIMITED  
KANTA BHUTORIA

Director  
Director

Regd. Office : Bakrahat Road, Thakurpukur, P.O. Rasapunja, South 24 Parganas,  
Kolkata - 700 104, West Bengal, India



-----  
DATED THIS 20TH DAY OF JULY 2023  
=====

DEVELOPMENT AGREEMENT AND  
POWER OF ATTORNEY

BETWEEN

BHUTORIA CONSTRUCTION PRIVATE  
LIMITED AND OTHERS

AND

AKANKSHIT COMMODITIES PRIVATE  
LIMITED & TIRUPATI ESTATES  
PROJECTS PRIVATE LIMITED

Re: Land at Mouza NAWABAD,  
J.L. No. 19, P.S. Bishnupur, South 24  
Parganas, Pin-700 104, West Bengal.



↙  
Addl. Dist. Sub-Registrar, Bishnupur  
District- South 24 Parganas

02 SEP 2023

### Major Information of the Deed

Deed No :	I-1613-06029/2023	Date of Registration	07/08/2023
Query No / Year	1613-2002228678/2023	Office where deed is registered	
Query Date	31/08/2023 2:34:21 PM	A.D.S.R. BISHNUPUR, District. South 24-Parganas	
Applicant Name, Address & Other Details	Tumpa Banerjee Bakinal Rd, Thakurpukur, P.S- Bishnupur, P.O - Rasepunja, South 24 Parganas, Kolkata-700 04, West Bengal, Thana : Bishnupur, District - South 24-Parganas, WEST BENGAL, PIN - 700104, Mobile No. : 7580780612, Status :Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4311] Other than Immovable Property, Receipt [Rs - 1,00,000/-]		
Set Forth value	Market Value		
Rs. 39/-	Rs. 3,51,86,400/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,051/- (Article-48(g))	Rs. 1,014/- (Article:E, F, R)		
Remarks			

### Land Details :

District: South 24 Parganas, P.S.- Bishnupur, Gram Panchayat: Rasepunja, Mouza: Noyabad, JI No: 19, Pin Code : 700104

Sch No	Plot Number	Khullen Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-444 (RS -)	LR-1255	Basu	Basu	5 Dec	1/-	3,24,000/-	Width of Approach Road: 33 Ft.
L2	LR-444 (RS -)	LR-1401	Basu	Basu	11 Dec	1/-	7,12,800/-	Width of Approach Road: 33 Ft.
L3	LR-445 (RS -)	LR-1255	Basu	Basu	10 Dec	1/-	6,18,000/-	Width of Approach Road: 33 Ft.
L4	LR-446 (RS -)	LR 2054	Basu	Basu	12 Dec	1/-	7,77,600/-	Width of Approach Road: 33 Ft.
L5	LR-464 (RS -)	LR-428	Basu	Basu	5 Dec	1/-	3,24,000/-	Width of Approach Road: 33 Ft.
L6	LR-465 (RS -)	LR-2054	Basu	Basu	0.5 Dec	1/-	32,400/-	Width of Approach Road: 33 Ft.
L7	LR-467 (RS -)	LR-1255	Basu	Basu	24 Dec	1/-	15,55,200/-	Width of Approach Road: 33 Ft.
L8	LR-468 (RS -)	LR 1255	Basu	Basu	11 Dec	1/-	7,12,800/-	Width of Approach Road: 33 Ft.
L9	LR-469 (RS -)	LR-1255	Basu	Basu	40 Dec	1/-	25,92,000/-	Width of Approach Road: 33 Ft.
L10	LR-470 (RS -)	LR-1448	Basu	Basu	14.67 Dec	1/-	9,50,516/-	Width of Approach Road: 33 Ft.
L11	LR-471 (RS -)	LR-1448	Basu	Basu	28 Dec	1/-	16,64,800/-	Width of Approach Road: 33 Ft.
L12	LR-472 (RS -)	LR-1448	Basu	Basu	10 Dec	1/-	6,45,000/-	Width of Approach Road: 33 Ft.
L13	LR-472 (RS -)	LR-1662	Basu	Basu	20 Dec	1/-	12,96,000/-	Width of Approach Road: 33 Ft.



L14	LR-474 (RS :-)	LR-2054	Bastu	Bastu	8 Dec	1/-	5,18,400/-	Width of Approach Road: 33 Ft.,
L15	LR-474 (RS :-)	LR-1255	Bastu	Bastu	16 Dec	1/-	10,36,800/-	Width of Approach Road: 33 Ft.,
L16	LR-474 (RS :-)	LR-1401	Bastu	Bastu	8 Dec	1/-	5,18,400/-	Width of Approach Road: 33 Ft.,
L17	LR-474 (RS :-)	LR-1662	Bastu	Bastu	8 Dec	1/-	5,18,400/-	Width of Approach Road: 33 Ft.,
L18	LR-478 (RS :-)	LR-1454	Bastu	Bastu	2.2 Dec	1/-	1,42,560/-	Width of Approach Road: 33 Ft.,
L19	LR-479 (RS :-)	LR-1454	Bastu	Bastu	3.3 Dec	1/-	2,13,840/-	Width of Approach Road: 33 Ft.,
L20	LR-499 (RS :-)	LR-1448	Bastu	Bastu	9 Dec	1/-	5,83,200/-	Width of Approach Road: 33 Ft.,
L21	LR-500 (RS :-)	LR-2054	Bastu	Bastu	25.52 Dec	1/-	16,53,696/-	Width of Approach Road: 33 Ft.,
L22	LR-500 (RS :-)	LR-1448	Bastu	Bastu	4.48 Dec	1/-	2,90,304/-	Width of Approach Road: 33 Ft.,
L23	LR-501 (RS :-)	LR-2054	Bastu	Bastu	9.72 Dec	1/-	6,29,856/-	Width of Approach Road: 33 Ft.,
L24	LR-501 (RS :-)	LR-1448	Bastu	Bastu	0.9 Dec	1/-	58,320/-	Width of Approach Road: 33 Ft.,
L25	LR-501 (RS :-)	LR-1255	Bastu	Bastu	21.38 Dec	1/-	13,85,424/-	Width of Approach Road: 33 Ft.,
L26	LR-501 (RS :-)	LR-1454	Bastu	Bastu	15 Dec	1/-	9,72,000/-	Width of Approach Road: 33 Ft.,
L27	LR-503 (RS :-)	LR-1448	Bastu	Bastu	7.71 Dec	1/-	4,99,608/-	Width of Approach Road: 33 Ft.,
L28	LR-504 (RS :-)	LR-2054	Bastu	Bastu	6.6 Dec	1/-	4,27,680/-	Width of Approach Road: 33 Ft.,
L29	LR-505 (RS :-)	LR-2054	Bastu	Bastu	6 Dec	1/-	3,88,800/-	Width of Approach Road: 33 Ft.,
L30	LR-506 (RS :-)	LR-1454	Bastu	Bastu	6 Dec	1/-	3,88,800/-	Width of Approach Road: 33 Ft.,
L31	LR-506 (RS :-)	LR-2054	Bastu	Bastu	7 Dec	1/-	4,53,600/-	Width of Approach Road: 33 Ft.,
L32	LR-508 (RS :-)	LR-1448	Bastu	Bastu	3.15 Dec	1/-	2,04,120/-	Width of Approach Road: 33 Ft.,
L33	LR-508 (RS :-)	LR-1662	Bastu	Bastu	14 Dec	1/-	9,07,200/-	Width of Approach Road: 33 Ft.,
L34	LR-509 (RS :-)	LR-1454	Bastu	Bastu	68 Dec	1/-	44,06,400/-	Width of Approach Road: 33 Ft.,
L35	LR-511 (RS :-)	LR-2054	Bastu	Bastu	29.75 Dec	1/-	19,27,800/-	Width of Approach Road: 33 Ft.,
L36	LR-511 (RS :-)	LR-1448	Bastu	Bastu	6.06 Dec	1/-	3,92,688/-	Width of Approach Road: 33 Ft.,
L37	LR-511 (RS :-)	LR-1255	Bastu	Bastu	59 Dec	1/-	38,23,200/-	Width of Approach Road: 33 Ft.,
L38	LR-515 (RS :-)	LR-2054	Bastu	Bastu	6.81 Dec	1/-	4,41,288/-	Width of Approach Road: 33 Ft.,
L39	LR-528 (RS :-)	LR-2054	Bastu	Bastu	2.25 Dec	1/-	1,45,800/-	Width of Approach Road: 33 Ft.,





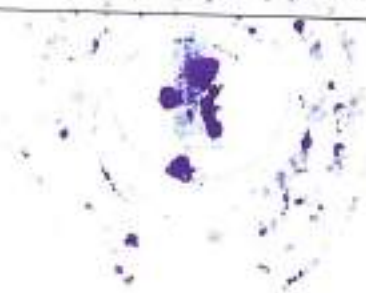
	<b>TOTAL :</b>		<b>543Dec</b>	<b>39 /-</b>	<b>351,86,400 /-</b>
	<b>Grand Total :</b>		<b>543Dec</b>	<b>39 /-</b>	<b>351,86,400 /-</b>

**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Bhutoria Construction Private Limited</b> Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Shiv Niketan Limited</b> Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>SMJ Eximp Limited</b> Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>Om Towers Private Limited</b> Bakrahat Road, Thakurpukur, City:- Not Specified, P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>Charles Commercial PVT LTD</b> Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>Tirupati Estates Projects Private Limited</b> 12A, Netaji Subhas Road, Ground Floor, Room No-7, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx5P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Tirupati Estates Projects Private Limited</b> 12A, Netaji Subhas Road, Ground Floor, Room No- 07., City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx5P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	<b>AKANKSHIT COMMODITIES PRIVATE LIMITED</b> Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 , PAN No.:: AAxxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative





**Representative Details :**

Sl. No	Name, Address, Photo, Finger print and Signature
1	<b>Mr Lalit Kumar Bhutoria</b> Son of Mr. Prakaash Bhutoria, 4 Pretoria Street, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxx2r, Aadhaar No: 45xxxxxxxx4268 Status : Representative, Representative of : AKANKSHIT COMMODITIES PRIVATE LIMITED (as Director)
2	<b>Mr Samrat Chakraborty</b> Son of Mr. Tapan Chakraborty Bahira, City:- Not Specified, P.O:- Resapurnja, P.S:-Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxx4g, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Tirupati Estates Projects Private Limited (as Director), Tirupati Estates Projects Private Limited (as Director)
3	<b>Mrs Kanta Bhutoria (Presentant)</b> Wife of Mr. Prakash Bhutoria, 4 Pretoria Street, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxx2R, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Bhutoria Construction Private Limited (as Director)
4	<b>Mrs Pushpa Bhutoria</b> Daughter of Mr. Arun Bhutoria, 4 Pretoria Street, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxx0P, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Om Towers Private Limited (as Director), Charles Commercial PVT LTD (as Director)
5	<b>Mr Prakaash Bhutoria</b> Son of Late Sunder Mull Bhutoria, 4 Pretoria Street, City:- Kolkata, P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxx5F, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Shiv Niketan Limited (as Director), SMJ Exrrp Limited (as Director)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Ms Murnmun Kar</b> Daughter of Late Anon Kumar Kar 112 Parnashree Pally, - 12, Parnashree Pally Road (I, II, IV), City: Not Specified, P.O:- Parnashree, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700060			
Identifier Of Mr Lalit Kumar Bhutoria, Mr Samrat Chakraborty, Mrs Kanta Bhutoria, Mrs Pushpa Bhutoria, Mr Prakaash Bhutoria			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Bhutoria Construction Private Limited	Tirupati Estates Projects Private Limited-5 Dec
Transfer of property for L10		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-14.57 Dec



Transfer of property for L11		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-26 Dec
Transfer of property for L12		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-10 Dec
Transfer of property for L13		
Sl.No	From	To, with area (Name-Area)
1	Om Towers Private Limited	Tirupati Estates Projects Private Limited-20 Dec
Transfer of property for L14		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-8 Dec
Transfer of property for L15		
Sl.No	From	To, with area (Name-Area)
1	Enubola Construction Private Limited	Tirupati Estates Projects Private Limited-16 Dec
Transfer of property for L16		
Sl.No	From	To, with area (Name-Area)
1	Charles Commercial PVT LTD	Tirupati Estates Projects Private Limited-8 Dec
Transfer of property for L17		
Sl.No	From	To, with area (Name-Area)
1	Om Towers Private Limited	Tirupati Estates Projects Private Limited-8 Dec
Transfer of property for L18		
Sl.No	From	To, with area (Name-Area)
1	SMJ Eximp Limited	Tirupati Estates Projects Private Limited-22 Dec
Transfer of property for L19		
Sl.No	From	To, with area (Name-Area)
1	SMJ Eximp Limited	Tirupati Estates Projects Private Limited-3.3 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	Charles Commercial PVT LTD	Tirupati Estates Projects Private Limited-11 Dec
Transfer of property for L20		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-9 Dec
Transfer of property for L21		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-25.52 Dec
Transfer of property for L22		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-4.48 Dec



Transfer of property for L23		
Sl.No	From	To, with area (Name-Area)
1	Tirupali Estates Projects Private Limited	Tirupati Estates Projects Private Limited-9.77 Dec
Transfer of property for L24		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-4.9 Dec
Transfer of property for L25		
Sl.No	From	To, with area (Name-Area)
1	Shrutika Construction Private Limited	Tirupati Estates Projects Private Limited-21.38 Dec
Transfer of property for L26		
Sl.No	From	To, with area (Name-Area)
1	SMJ Eximp Limited	Tirupati Estates Projects Private Limited-15 Dec
Transfer of property for L27		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupali Estates Projects Private Limited-7.71 Dec
Transfer of property for L28		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-5.6 Dec
Transfer of property for L29		
Sl.No	From	To, with area (Name-Area)
1	Tirupali Estates Projects Private Limited	Tirupali Estates Projects Private Limited-6 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	Bhavana Construction Private Limited	Tirupati Estates Projects Private Limited-10 Dec
Transfer of property for L30		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	AKANKS-MIT COMMODITIES PRIVATE LIMITED-6 Dec
Transfer of property for L31		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-7 Dec
Transfer of property for L32		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-3.15 Dec
Transfer of property for L33		
Sl.No	From	To, with area (Name-Area)
1	Om Towers Private Limited	Tirupati Estates Projects Private Limited-14 Dec
Transfer of property for L34		
Sl.No	From	To, with area (Name-Area)
1	SMJ Eximp Limited	Tirupati Estates Projects Private Limited-88 Dec





Transfer of property for L35		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-29.75 Dec
Transfer of property for L36		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-6.06 Dec
Transfer of property for L37		
Sl.No	From	To, with area (Name-Area)
1	Bhutoria Construction Private Limited	Tirupati Estates Projects Private Limited-59 Dec
Transfer of property for L38		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-6.84 Dec
Transfer of property for L39		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-2.25 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-12 Dec
Transfer of property for L5		
Sl.No	From	To, with area (Name-Area)
1	Shiv Niketan Limited	Tirupati Estates Projects Private Limited-5 Dec
Transfer of property for L6		
Sl.No	From	To, with area (Name-Area)
1	Tirupati Estates Projects Private Limited	Tirupati Estates Projects Private Limited-0.5 Dec
Transfer of property for L7		
Sl.No	From	To, with area (Name-Area)
1	Bhutoria Construction Private Limited	Tirupati Estates Projects Private Limited-24 Dec
Transfer of property for L8		
Sl.No	From	To, with area (Name-Area)
1	Bhutoria Construction Private Limited	Tirupati Estates Projects Private Limited-11 Dec
Transfer of property for L9		
Sl.No	From	To, with area (Name-Area)
1	Bhutoria Construction Private Limited	Tirupati Estates Projects Private Limited-49 Dec



## Land Details as per Land Record

District: South 24-Parganas, P.S:- Brahmapur, Gram Panchayat: Rashpur,a, Mouza: Noyabad, JT No. 19, Pin Code: 700104

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 444, LR Khatian No:- 255	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.02000000 Acre,	Bhutoria Construction Private Limited
L2	LR Plot No:- 444, LR Khatian No:- 1401	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.10000000 Acre,	Charles Commercial PVT LTD
L3	LR Plot No:- 445, LR Khatian No:- 1255	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.10000000 Acre,	Bhutoria Construction Private Limited
L4	LR Plot No:- 446, LR Khatian No:- 2054		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 464, LR Khatian No:- 1448	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.24000000 Acre,	Shiv Niketan Limited
L6	LR Plot No:- 465, LR Khatian No:- 2054		Seller is not the recorded Owner as per Applicant
L7	LR Plot No:- 467, LR Khatian No:- 1255	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.24000000 Acre,	Bhutoria Construction Private Limited
L8	LR Plot No:- 468, LR Khatian No:- 1255	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.11000000 Acre,	Bhutoria Construction Private Limited
L9	LR Plot No:- 469, LR Khatian No:- 1255	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.39000000 Acre,	Bhutoria Construction Private Limited
L10	LR Plot No:- 470, LR Khatian No:- 1448	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.13000000 Acre,	Shiv Niketan Limited
L11	LR Plot No:- 471, LR Khatian No:- 1448	Owner:শ্ৰীমতী সন্ধ্যাশঙ্কর সান্দল গির্জিত, Gurdian:শ্ৰীমতী সন্ধ্যা শঙ্কর সান্দল, Address:১০০ হোমলী পুরা ওয় ভোমকাল- ১, Classification:ন/ন, Area:0.13000000 Acre,	Shiv Niketan Limited



L12	LR Plot No:- 472, LR Khatian No:- 1448	Owner:शिव निकेतन लिमिटेड नया बजार काठमाडौं नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.10000000 Acre,	Shiv Niketan Limited
L13	LR Plot No:- 472, LR Khatian No:- 1862	Owner:शिव निकेतन लिमिटेड नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.20000000 Acre,	Om Towers Private Limited
L14	LR Plot No:- 474, LR Khatian No:- 2054		Seller is not the recorded Owner as per Applicant.
L15	LR Plot No:- 474, LR Khatian No:- 1255	Owner:भुवनेश्वरी कन्स्ट्रक्सन प्राइवेट लिमिटेड, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.16000000 Acre,	Bhutoria Construction Private Limited
L16	LR Plot No:- 474, LR Khatian No:- 1401	Owner:चार्लस कमर्शियल एच.एस.जी. लि, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.08000000 Acre,	Charles Commercial PVT LTD
L17	LR Plot No:- 474, LR Khatian No:- 1862		Seller is not the recorded Owner as per Applicant.
L18	LR Plot No:- 478, LR Khatian No:- 1454	Owner:समृद्धि एक्सपोर्ट लिमिटेड नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:23a, नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.60000000 Acre,	SMJ Eximp Limited
L19	LR Plot No:- 478, LR Khatian No:- 1454	Owner:समृद्धि एक्सपोर्ट लिमिटेड नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:23a, नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.65000000 Acre,	SMJ Eximp Limited
L20	LR Plot No:- 499, LR Khatian No:- 1448	Owner:शिव निकेतन लिमिटेड नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.25000000 Acre,	Shiv Niketan Limited
L21	LR Plot No:- 500, LR Khatian No:- 2054	Owner:तिरुपति एस्टेट्स प्रोजेक्ट्स प्राइवेट लिमिटेड, Address:सिन्धु, Classification:नगर, Area:0.08000000 Acre,	Tirupati Estates Projects Private Limited
L22	LR Plot No:- 500, LR Khatian No:- 1448	Owner:शिव निकेतन लिमिटेड नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.24000000 Acre,	Shiv Niketan Limited
L23	LR Plot No:- 501, LR Khatian No:- 2054	Owner:तिरुपति एस्टेट्स प्रोजेक्ट्स प्राइवेट लिमिटेड, Address:सिन्धु, Classification:नगर, Area:0.10000000 Acre,	Tirupati Estates Projects Private Limited
L24	LR Plot No:- 501, LR Khatian No:- 1448	Owner:शिव निकेतन लिमिटेड नयाँ बजार वार्ड नं. १०, काठमाडौं नगरपालिका, Address:नयाँ बजार वार्ड नं. १० काठमाडौं नगरपालिका, Classification:नगर, Area:0.04000000 Acre,	Shiv Niketan Limited



L25	LR Pkt No:- 501, LR Khatian No:- 1255	Owner:ಶ್ರೀಮತಿ ಅನಿತಾಬಾಯಿ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಶರಣ್ ನಿರಂತರ, Address:223, 2ನೇ ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area:0.19000000 Acre,	Shuloria Construction Private Limited
L26	LR Plot No:- 501, LR Khatian No:- 1454	Owner:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ, Address:223, 2ನೇ ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area:0.14000000 Acre,	SMJ Eximp Limited
L27	LR Plot No:- 503, LR Khatian No:- 1448	Owner:ಶ್ರೀ ಶಿವನಂದ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಶಿವನಿಕೇತನಿ ಶಿವನಂದ, Gurdian:ಶ್ರೀ ಶಿವನಂದ ನಿರಂತರ, Address:202 ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area 0.08000000 Acre,	Shiv Niketan Limited
L28	LR Plot No:- 504, LR Khatian No:- 2054		Seller is not the recorded Owner as per Applicant.
L29	LR Plot No:- 605, LR Khatian No:- 2054	Owner:ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಶರಣ್ ನಿರಂತರ, Address:ನಗರ, Classification:ನಗರ, Area 0.05000000 Acre,	Tirupati Estates Projects Private Limited
L30	LR Plot No:- 505, LR Khatian No:- 1454	Owner:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ, Address:25a, 2ನೇ ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area:0.06000000 Acre,	SMJ Eximp Limited
L31	LR Plot No:- 508, LR Khatian No:- 2054	Owner:ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಶರಣ್ ನಿರಂತರ, Address:ನಗರ, Classification:ನಗರ, Area:0.06000000 Acre,	Tirupati Estates Projects Private Limited
L32	LR Plot No:- 508, LR Khatian No:- 1448	Owner:ಶ್ರೀ ಶಿವನಂದ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಶಿವನಿಕೇತನಿ ಶಿವನಂದ, Gurdian:ಶ್ರೀ ಶಿವನಂದ ನಿರಂತರ, Address:202 ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area:0.02000000 Acre	Shiv Niketan Limited
L33	LR Plot No:- 509, LR Khatian No:- 1887	Owner:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ, Address:ನಗರ, Classification:ನಗರ, Area:0.14006600 Acre,	Om Towers Private Limited
L34	LR Plot No:- 509, LR Khatian No:- 1454	Owner:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಎಂ. ಜಿ. ಶರಣ್ ನಿರಂತರ, Address:23a, 2ನೇ ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area:0.68000000 Acre,	SMJ Eximp Limited
L35	LR Plot No:- 511, LR Khatian No:- 2054	Owner:ಶ್ರೀಮತಿ ಅನಿತಾ ಶರಣ್ ನಿರಂತರ, Gurdian:ಶ್ರೀ ಶರಣ್ ನಿರಂತರ, Address:ನಗರ, Classification:ನಗರ, Area:0.30000000 Acre,	Tirupati Estates Projects Private Limited
L35	LR Plot No:- 511, LR Khatian No:- 1448	Owner:ಶ್ರೀ ಶಿವನಂದ ನಿರಂತರ ಮತ್ತು ಶ್ರೀಮತಿ ಶಿವನಿಕೇತನಿ ಶಿವನಂದ, Gurdian:ಶ್ರೀ ಶಿವನಂದ ನಿರಂತರ, Address:202 ಎಂ. ಜಿ. ರಸ್ತೆ, ಅನಂತರ-700 001, Classification:ನಗರ, Area:0.06000000 Acre,	Shiv Niketan Limited





L37	LR Plot No:- 511, LR Khatian No:- 255	Owner: भूतोरिया कन्स्ट्रक्शन् प्रिवेट लिमिटेड. Gurdian: रजिस्ट्रार कार्यालय, Address: रजिस्ट्रार कार्यालय, जिला जयपुर- 302001. Classification: कृषि, Area: 0.590000000 Acre.	Bhutoria Construction Private Limited
L38	LR Plot No:- 515, LR Khatian No:- 2054		Seller is not the recorded Owner as per Applicant.
L39	LR Plot No:- 528, LR Khatian No:- 2054		Seller is not the recorded Owner as per Applicant.



**Endorsement For Deed Number : I - 161306029 / 2023**

**On 02-09-2023**

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

Presented for registration at 16:00 hrs on 02-09-2023, at the Private residence by Mrs Kanta Bhutoria ,,

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

Execution is admitted on 02-09-2023 by Mr Lalit Kumar Bhutoria, Director, AKANKSHIT COMMODITIES PRIVATE LIMITED (Private Limited Company), Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:- South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Ms Munmun Kar, , , Daughter of Late Ashok Kumar Kar, 112 Parnashree Pally, 112, Road: Parnashree Pally Road (I,II,III,IV), , P.O: Parnashree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Private Service

Execution is admitted on 02-09-2023 by Mr Samrat Chakraborty, Director, Tirupati Estates Projects Private Limited (Private Limited Company), 12A, Netaji Subhas Road, Ground Floor, Room No-7, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; Director, Tirupati Estates Projects Private Limited (Private Limited Company), 12A, Netaji Subhas Road, Ground Floor, Room No-07,, City:- Kolkata, P.O:- Kolkata GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Ms Munmun Kar, , , Daughter of Late Ashok Kumar Kar, 112 Parnashree Pally, 112, Road: Parnashree Pally Road (I,II,III,IV), , P.O: Parnashree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Private Service

Execution is admitted on 02-09-2023 by Mrs Kanta Bhutoria, Director, Bhutoria Construction Private Limited (Private Limited Company), Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Ms Munmun Kar, , , Daughter of Late Ashok Kumar Kar, 112 Parnashree Pally, 112, Road: Parnashree Pally Road (I,II,III,IV), , P.O: Parnashree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Private Service

Execution is admitted on 02-09-2023 by Mrs Pushpa Bhutoria, Director, Om Towers Private Limited (Private Limited Company), Bakrahat Road, Thakurpukur, City:- Not Specified, P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Director, Charles Commercial PVT LTD (Private Limited Company), Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Ms Munmun Kar, , , Daughter of Late Ashok Kumar Kar, 112 Parnashree Pally, 112, Road: Parnashree Pally Road (I,II,III,IV), , P.O: Parnashree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Private Service

Execution is admitted on 02-09-2023 by Mr Prakaash Bhutoria, Director, Shiv Niketan Limited (Others), Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; Director, SMJ Eximp Limited (Others), Bakrahat Road, Thakurpukur, City:- , P.O:- Rasapunja, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by Ms Munmun Kar, , , Daughter of Late Ashok Kumar Kar, 112 Parnashree Pally, 112, Road: Parnashree Pally Road (I,II,III,IV), , P.O: Parnashree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by profession Private Service

*Balshali Dasgupta*

**Balshali Dasgupta  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BISHNUPUR  
South 24-Parganas, West Bengal**

**On 07-09-2023**

**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.



**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 3,51,86,400/-

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,014.00/- ( B = Rs 1,000.00/- , E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/09/2023 5:24PM with Govt. Ref. No: 192023240199882701 on 01-09-2023, Amount: Rs: 1,014/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 114220730 on 01-09-2023, Head of Account 0030-03-104-00/-E

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs 75,001/- and Stamp Duty paid by Stamp Rs 50,001/-, by online = Rs 75,001/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 306750, Amount: Rs.50.00/-, Date of Purchase: 14/07/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/09/2023 5:24PM with Govt. Ref. No. 192023240199882701 on 01-09-2023, Amount: Rs: 75,001/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 114220730 on 01-09-2023, Head of Account 0030-02-103-003-02

*Baishali Dasgupta*

**Baishali Dasgupta**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BISHNUPUR**  
**South 24 Parganas, West Bengal**





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1613-2023, Page from 125378 to 125455

being No 161306029 for the year 2023.



*Baishali Dasgupta*

Digitally signed by BAISHALI DASGUPTA  
Date: 2023.09.11 17:15:53 +05:30  
Reason: Digital Signing of Deed.

(Baishali Dasgupta) 11/09/2023  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BISHNUPUR  
West Bengal.