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भारतीय गैर-न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

Z 218450

जब तक कि इस दस्तावेज़ को अदालत में प्रस्तुत किया जाये, तो यह दस्तावेज़ अदालत में प्रमाण के रूप में मान्यता प्राप्त नहीं होगा।

भारत अधिनियम
1908 (1912) का
अनुच्छेद 17(2) के
अनुसार, मुंबई में
18 मार्च 2018

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 15th day of March Two
Thousand Eighteen (2018) BETWEEN

3-52/2015/A

18/3/18

(1) **SHIV NIKETAN PRIVATE LIMITED**, PAN-AAECS3891G, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 represented by its director **MRS. PUSHPA BHUTORIA** PAN-AEOPB5050P wife of Sri Arrun Bhutoria working for gain at Shiv Niketan Private Limited, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, (2) **TIRUPATI ENCLAVE (P) LIMITED**, PAN: AABCT1390G, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001, having CIN U70101WB1996PTC081139 represented by its director **MR. ARRUN BHUTORIA** PAN: ADBPJ8895J son of Lt. Sumer Mull Bhutoria working for gain at Bhutoria Construction Private Ltd. and having, by faith – Hindu, by occupation – Business, 4, Pretoria Street, P.O. Elgin Road, P.S. Sheakpear Sarani, Kolkata -700071 (3) **CHARLES COMMERCIAL (P) LIMITED**, PAN: AABCC2791A a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U51109WB-1996PTC081136 and, represented by its director **MRS. KANTA BHUTORIA** PAN: AEOPB5052R, wife of Prakash Chand Bhutoria, working for gain at Bhutoria Construction Private Ltd. and having by faith – Hindu, by occupation – Business, 4, Pretoria Street, P.O. Elgin Road, P.S. Sheakpear Sarani, Kolkata -700071 hereinafter referred to as **"THE OWNERS"** (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 **ONE PART**.

AND

TIRUPATI CARRIER LIMITED, PAN: AABCT9173B a Company incorporated under the Companies Act, 1956 having its registered office at

23A, N.S. Road, 4th Floor, Room No. 18, Kolkata – 700 001, Post Office-General Post Office, Police Station–Hare Street, Kolkata- 700 001 having CIN: U63013WB-2002PLC095192 represented by its director **MR. LALIT KUMAR BHUTORIA PAN AFVPPB8282R** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, hereinafter referred to as “**THE DEVELOPER**” (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 **OTHER PART**:

PART-I # DEFINITIONS:

1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-
 - a “**Subject Property**” shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel more fully and particularly described in the **SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof;
 - b “**New Buildings**” shall mean the individual buildings to be constructed by the Developer at the Subject Property;
 - c “**Developer**” shall mean **TIRUPATI CARRIER LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office registered office at 23A,N.S Road,4th Floor,Room No-18,Kolkata-700001, Post Office General Post Office Kolkata, Police Station –Hare Street, Kolkata-700001 and include its successors or successors-in-office and/or successors-in-interest and/or assigns.
 - d “**BUILDING COMPLEX**” shall mean and include the said property and the New Bungalow complex thereat with the Common Areas and Installations;

- e **"BUILDING PLANS"** shall mean the plan for construction of the New Buildings at the said property as may be sanctioned by the Rashpunja Gram Panchayat and include all modifications and/or alterations that may be made thereto by the Developer;
- f **"COMMON AREAS AND INSTALLATIONS"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the said property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Interested Buyers and such other person/s as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein;
- g **"EXTRAS AND DEPOSITS"** shall include amounts receivable under the heads as mentioned in the **FIFTH SCHEDULE** hereto subject to any modifications and/or alterations that the Developer may make thereto in consultation with the Owner.
- h **"INDIVIDUAL BUILDINGS"** shall mean the individual buildings to be constructed from time to time at the said property;
- i **"INTERNAL AGREED PROPORTION"** shall mean the proportion of sharing of the Owner' Allocation inter se amongst the Owner as mentioned in the **FOURTH SCHEDULE** hereto;
- j **"OWNER' ALLOCATION"** shall according to the context mean 20% (twenty per cent) of the Realizations;
- k **"DEVELOPER'S ALLOCATION"** shall according to the context mean 80% (Eighty per cent) of the Realizations;

- l "AGREED RATIO" shall mean the ratio of sharing or distribution of Realization and others hereunder between the Owner and the Developer as well as owner which shall be 20% (twenty per cent) belonging to the Owner jointly and 80% (Eighty per cent) belonging to the Developer;
- m "PROJECT" shall mean the development and sale of the Bungalow Complex;
- n "PROJECT LAND" shall mean an area of 270.02 satak equivalent to 162.012 Cottah be the same a little more or less, purchased by the Owner along with Developer as well as owners herein **TIRUPATI CARRIER LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office registered office at 23A, N.S Road, 4th Floor, Room No-18, Kolkata-700001, Post Office General Post Office Kolkata, Police Station-Hare Street, Kolkata-700001, by separate deeds of conveyances.
- o "REALIZATION" shall mean and include the consideration received hereafter against sale of the Units, Parking Spaces and other Saleable Areas from time to time but shall not include any amounts received on account of Extras and Deposits;
- p "SAID PROPERTY" shall mean immovable property with a land area of 270.02 satak equivalent to 162.012 Cottah be the same a little more or less (including road) out of the said "project land" belonging to the Owner, now retained by them more or less in L.R. Dag Nos.431 & 432 in Mouza - Nawabad fully described in the **FIRST SCHEDULE** hereunder written;
- q "SALEABLE AREAS" shall mean the Units with or without (a) appertaining share in Common Areas and Installations and/or (b) appertaining land share and anything else comprised in the bungalow Complex which is or can be commercially exploited

- r "INTERESTED BUYERS" shall mean the persons to whom any Saleable Areas in the Bungalow Complex is sold or agreed to be sold.
- s "UNITS" shall mean the independent and self-contained bungalow at the said property capable of being exclusively held used or occupied by a person.

PART-II # RECITALS:

2. **WHEREAS** the Owners and **TIRUPATI CARRIER LIMITED**, herein are jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of land containing an area of 270.02 satak equivalent to 162.012 Cottah satak the Owner has agreed to develop part and parcel of the said project land measuring 270.02 satak equivalent to 162.012 Cottah (including road) more or less comprised in L.R. Dag Nos. 431 & 432, in Mouza Nawabad, District South 24 Parganas, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written having undivided share therein.
- 2.1. **AND WHEREAS** the Building Plans have been submitted for sanction to the Rashpunj Gram Panchayat for construction of buildings at the said property.
- 2.2. **AND WHEREAS**, the Owners & **TIRUPATI CARRIER LIMITED**, have in common desired to enjoy the commercial benefit out of development of the property on engagement of developer and promoter who would at its own cost and expense construct a Building Complex thereon and would negotiate for sale of the same with Interested Buyers and as consideration for sale of proportionate undivided share in the land to such interested Buyers the Owner & **TIRUPATI CARRIER LIMITED**, shall be entitled to a specified percentage of the consideration payable by the Interested Buyers for such sale;

- 2.3. **AND WHEREAS** upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Building Complex at the said property who would construct the same exclusively at its costs and expenses and would also negotiate for sale of the same and the Realizations would belong to the parties in the Agreed Ratio and the Owner shall receive their share of the Realizations as consideration for sale of proportionate shares in land in favour of Interested Buyers of Saleable Areas upon completion of construction thereof.
- 2.4. The parties are desirous of recording in writing the terms and conditions agreed between them as contained in this Agreement.

PART- III # WITNESSETH:

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

3. DEVELOPMENT AND CONSTRUCTION:

- 3.1. The Owner have agreed to appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said property and construct the Building Complex thereon and to negotiate for sale of the Saleable Areas for benefit of both the Owner and the Developer as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 3.2. The Developer by virtue of this Agreement made hereunder shall be solely entitled to develop the said property and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.
- 3.3. The Owner & **TIRUPATI CARRIER LIMITED**, jointly shall be entitled to the Owner' Allocation being 20% (twenty per cent) of the Realizations and the Developer shall be entitled to the Developer's Allocation being 80% (Eighty per cent) of the Realizations.

3.4. The Developer agrees to develop the said property in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.

3.5. The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.

3.6. The Owner & **TIRUPATI CARRIER LIMITED**, have agreed to convey proportionate shares in land attributable to the Units and other Saleable areas, as applicable, in favour of the Interested Buyers upon completion of construction thereof by the Developer in terms hereof.

4. **LICENSE TO ENTER UPON:**

4.1. The possession of the said property is and shall continue to be exclusively with the Owner and the Owner shall continue to deploy their own security guards until completion of the Building Complex and with effect from the date hereof the Developer shall have the mere license to enter upon the said property strictly to carry out all construction works required for the development of the Building Complex. Upon construction of the New Building, the Developer may with the consent of the Owner deliver possession of the Saleable Areas directly to the Interested Buyers thereof.

5. **OBLIGATIONS OF OWNER:** In connection with the said property, the Owner shall be obliged to carry out, observe and perform the following obligations:

- a The said property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the said property or any part thereof at any time or in case any defect or deficiency in the title of the said

property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said property at any time, the same shall be rectified and cured by the Owner; and if the Owner are unable to cure the defects within three months of such detection the Developer may take such steps as may be deemed fit by him for curing the defect/encumbrance at the cost of the Owner.

- b The said property is mutated in the names of the Owner in the records of the B.L.&L.R.O.;

6. TITLE DEEDS:

- 6.1. All original documents of title relating to the said property exclusively shall be kept in the custody of the Owner.
- 6.2. The Owner shall produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/Interested Buyers of their respective areas in the Building Complex and Banks and/or financial institutions providing finance to the Developer and buyers/Interested Buyers and other persons and authorities as may be required. The Owner agree to submit the original title deeds to any bank or financier providing finance to the Developer for the construction of the Building Complex.. The Developer shall keep the Owner fully indemnified in this behalf.

7. BUILDING PLANS:

- 7.1. The Developer shall pursue and cause the Building Plans to be sanctioned at its costs and expenses.
- 7.2. The Developer shall be entitled from time to time to cause modifications and alterations to the building plans submitted or sanctioned or to submit revised building plans in such manner and to such extent as the

Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

- 7.3. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said property and other preparatory works relating to the sanction of plan for the New Building.

8. CONSTRUCTION OF THE BUILDING COMPLEX:-

- 8.1. The Developer shall construct and build the Building Complex at the said property in accordance with the Building Plans and to do all acts, deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 8.2. The Developer shall construct, erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.
- 8.3. The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex.
- 8.4. The Developer shall be authorized and empowered in its own name and also in the name of the Owner, insofar as may be necessary, to apply for

and obtain electricity, water, tube-wells, drainage etc and all permissions, approvals and clearances from any authority whether local, state or central for the same and for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said property or any portion thereof and/or for obtaining any utilities and permissions.

- 8.5. The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, flooring materials, electrical, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. loaders, vibrators, crushers, mixers, crusher, mixer, tools etc.) for construction of the Building Complex..
- 8.6. The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, artisans, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

- 8.7. The construction work shall be carried out in phases as per the discretion of the Developer.
- 8.8. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 8.9. The Developer shall deal with the Rashpunj Gram Panchayat, Zilla Parishad, KMDA, MED, Planning Authority, Development Authority, Fire Department, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L.& L.R.O., Promoters Act and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited/WBSEB and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or sale of the Building Complex or anyway connected therewith.
- 8.10. The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owner will not be responsible for any laches and/or lapses on the part of the Developer.
- 8.11. All costs of construction and development of the said property in terms hereof shall be borne and paid by the Developer. The Owner shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefore and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained. ↙

9. **SALE:**

- 9.1. The Developer shall negotiate with prospective Interested Buyers intending to own and/or acquire saleable spaces/constructed areas in the Bungalow Complex on the terms and conditions hereinafter contained.
- 9.2. The Owners & **TIRUPATI CARRIER LIMITED**, shall sell undivided shares in land attributable to Units in favour of the interested buyers by executing the deeds of conveyance in respect thereof only upon completion of construction of the concerned Saleable Areas.
- 9.3. The Developer shall be entitled to undertake sales promotion and marketing for sale of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex to advertise and publicise the same in media, appoint brokers, sub-brokers and other agents therefor in such manner and on such terms and conditions as it may deem fit and proper.
- 9.4. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Interested Buyer and to allot the same and enter upon agreements in connection therewith and if necessary to cancel revoke or withdraw the same.
- 9.5. The Developer may receive the Realizations including earnest money, instalments, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Interested Buyers and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payee thereof.
- 9.6. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the

Developer from time to time in consultation with the Owner and the marketing agents appointed for the purpose.

9.7. The bookings, allotments, agreements, receipts, confirmations, applications, final sale deeds relating to sale of the Units, Parking Spaces and other saleable/Saleable areas shall be executed by the Developer and the Owner (wherever required) Provided That the Owner shall execute and register the final sale deeds thereby conveying the proportionate share in land attributable to the Units or other Saleable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms hereof.

9.8. The Owners & **TIRUPATI CARRIER LIMITED**, Developer herein may if so required by the Developer from time to time authorize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more powers of attorney in favour of the Developer Provided that the authority to execute any sale deed shall be conferred only upon completion of the Building Complex or any phase thereof relevant to the completed areas.

9.9. Marketing Costs: All costs of brokerage, commission and like other amounts relating to sale as also any interest, damage or compensation payable to any Interested Buyer or other person relating to the Building Complex shall be borne by the Developer.

10. **REALIZATION AND DISTRIBUTION:**

10.1. The parties agree as follows:-

a The Owners & **TIRUPATI CARRIER LIMITED** jointly shall be entitled, in the Internal Agreed Proportion, to a specific 20% (twenty per cent) of the Realization from the Building Complex;

(aa) The Owners & **TIRUPATI CARRIER LIMITED** shall in terms of their contribution of the land area has

agreed to divide their internal share at 11.25% (Eleven point two five per cent) for owners and the remaining 8.75% (Eight point two five per cent) for Tirupati Carrier Limited consolidating to the total of 20% to be received from the Developer.

b The Developer shall be entitled to a specific 80% (Eighty per cent) of the Realization from the Building Complex.

- 10.2. The Developer shall simultaneously with the execution of the sale deeds in respect of the Units or other Saleable Areas upon completion of construction thereof pay to the Owner the share of the Owner (as per the Agreed Ratio) in the Realization in respect of such Units or other Saleable Areas under sale. In case the sale deeds in respect of all the sold Units and Saleable Areas are not executed within 30 (thirty) days of completion of construction thereof, then the Developer shall within 30 (thirty) days of such completion of construction pay to the Owner the entire share (as per the Agreed Ratio) of all Realizations until then received by the Developer in respect of such portion. The share of the Owner in the Realization thereafter received shall be paid by the Developer to the Owner within 7 (seven) days of receiving the same from the Interested Buyers.
- 10.3. That the Developer shall have every right to receive the advance money and/or part or full consideration money of the Owners' share from the intending buyer or buyers by cheque or cash.
- 10.4. Nothing contained in **clause 10.2** above shall prevent the Developer to make any provisional or part payments to the Owner prior to the date mentioned therein subject to subsequent accounting and settlement at the time of final payments.
- 10.5. All payments made by the Developer to the Owner shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or

agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Interested Buyer and/or any interest or compensation is payable to any Interested Buyer or any other person in connection with the Building Complex or any part thereof, the Realizations in the hand of the Developer may be used for the purpose or the same shall be adjustable out of the future payments of the Owner's share of the Realization received by the Developer and otherwise, the same shall be paid by the Owner to the Developer.

- 10.6. The Developer shall maintain proper accounts pertaining to the sales and Realizations received in respect of the Saleable Areas and the Owner shall have at all times full and free access and liberty to inspect such Books of Accounts of the Developer relating to Realizations in respect of the Saleable Areas. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings pertaining to the Realizations from the Building Complex.
- 10.7. After fulfilment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.8. The audited accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 30 (thirty) days of such given date.
- 10.9. Any Extras and Deposits that may be taken from the Interested Buyers shall be taken separately by the Developer and the Owner shall have no concern therewith.
11. **DATE OF COMPLETION:**

- 11.1. **Time for completion:** Subject to force majeure and subject to the Owner not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within 4 years (48) months from the date of sanction of the Building Plans with a further period of 6 months (hereinafter referred to as "the **Grace Period**"). It is clarified that Completion shall mean the Developer obtaining a completion certificate from Rashpunj Gram Panchayat or as applicable.
- 11.2. Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.
12. **SECURITY DEPOSIT:**
- 12.1. As security for performance of its obligations by the Developer, the Developer shall simultaneously with the execution hereof pay to the Owner an interest free security deposit of **Rs.2,00,000/-** (Rupees Two lakh only) which shall be refunded by the Owner to the Developer on the completion of construction of the Building Complex.
13. **DEFAULTS AND CONSEQUENCES:**
- 13.1. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.
- 13.2. The parties will refer any disputes or differences between them to the Arbitration Tribunal as more fully provided hereinafter and accept and abide by the award made therein.
14. **COVENANTS:**

- 14.1. The Owner hereby declare and confirm that all acts deeds and things done by the Developer shall be fully binding on the Owner and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owner. The receipts or acknowledgements issued by the Developer shall bind the Owner to the extent of its share of the amounts therein.
- 14.2. The Owner agree and covenant with the Developer not to cause any interference or hindrance in the development and/or sale of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building Complex or sale of the same or doing and carrying out the other acts contemplated herein.
15. **MISCELLANEOUS:**
- 15.1. The parties shall upon completion of the Building Complex form an Association for the common purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time the Association is formed the Developer or its nominee shall be in charge for the Common Purposes.
- 15.2. In case any Khajana and/or Tax or any levy is found due or outstanding in respect of the said property for any period prior to the date of execution hereof, the same shall be borne and paid by the Owner. Such Khajana, tax and/or liability for the period from the date of execution hereof and till the date the same becomes the liability of any Interested Buyer shall be borne and paid by the Developer.
- 15.3. All calculations pertaining to areas of the Units and other constructed or saleable areas of the Building Complex shall be done by the Developer. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex.

- 15.4. For all or any of the purposes mentioned herein, the Owner shall fully co-operate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 15.5. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 15.6. The Owner do hereby also agree and permit the Developer to obtain loans or finances for construction of the Building Complex from Banks/NBFC/ and/or the Financial Institutions and/or Real Estate Trusts, FDI, etc. The Developer may get the Building Complex at the said property approved by them and allow and permit the Intending Buyers to take loans from any such Banks or Financial Institutions for purchase of Saleable Areas in the Building Complex.
16. **POWERS OF ATTORNEY AND OTHER POWERS:**
- 16.1. The Owner shall execute and/or register one or more Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owner shall grant the same to the Developer and/or its authorized representatives.
- 16.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

- 16.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owner from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 16.4. The Power or Powers of Attorney shall not form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 16.5. It is understood that to facilitate the construction and sales of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 16.6. The Bungalow Complex shall be known as "TOPAZ" or by such name as may be decided by the Developer.
17. **GENERAL:**
- 17.1. Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the said property or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer. Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

1879/18

GRN: 19-201718-019131616-1

Payment Mode Online Payment

GRN Date: 08/03/2018 16:11:55

Bank : State Bank of India

BRN : CKF2146714

BRN Date: 08/03/2018 16:12:30

DEPOSITOR'S DETAILS

Id No. : 16041000058735/3/2018

[Query No./Query Year]

Name : TIRUPATI CARRIER LTD

Contact No. :

Mobile No. : +91 9830828274

E-mail :

Address : 23A N S ROAD HARE STREET KOLKATA 700001

Applicant Name : Mr ALOK SAFUI

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16041000058735/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	39071
2	16041000058735/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	2053

Total

42024

In Words : Rupees Forty Two Thousand Twenty Four only

of possession and/or title is not intended to and shall not take place by virtue of this Agreement.

- 17.2. In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.
- 17.3. Courts having territorial jurisdiction on the said property alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).
- 17.4. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.
- 17.5. That owners agree to take their respective share from the Developer after payment of total loan amount along with interest of any bank or any financial institution taken was the project.

PART-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said property)

ALL THAT pieces of parcels of contiguous and adjacent plots of Sali land in a single compound containing an area more or less 270.02 Decimals comprised in L.R. Dag Nos.431, 432, in Mouza Nowabad, J.L. No.19 under Police Station Bishnupur in the jurisdiction of Rashpunja Gram Panchayat in the District of South 24 Parganas:

R.S. Dag and Khatian Number	L.R. Dag and Khatian Number	Area
Dag No. 375 recorded in Khatian No. 157, 30,	Dag No. 431 recorded in Khatian Nos.1022	255.02
Dag No. 376 recorded in Khatian No. 295	Dag No. 432 recorded in Khatian No. 382	15.00
	Total	270.02

And butted and bounded as follows:

On the North : By Dag no.374 and Road

On the South : By Dag no.4,2 of Uttar Kazirhat Mouza.

On the East : By Dag no.376 (P)

On the West : By Dag no.469.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The Owner share in the said property as mentioned in the First Schedule)

R.S. DAG	L.R. DAG	AREA	AREA OWNED BY SHIV NIKETAN	AREA OWNED BY TIRUPATI ENCALVE	TIRUPATI CARRIER LTD	CHARLES COMMERCIAL PVT.
375	431	127.52	127.52			
375	431	127.50			127.50	
376	432	4		4		
376	432	11				11
						270.02

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER' ALLOCATION shall according to the context mean 11.25%

(eleven point two five per cent) of the Realizations i.e. **8.75 % for Shiv Niketan Private Limited** and **2% for Charles**

**Commercial(p) Ltd. and 1/2% for Tirpati
Enclave (p) Ltd.**

DEVELOPER'S ALLOCATION" shall according to the context mean 80% (eighty per cent) of the Realizations

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Tentative Common Areas and Installations)

A. Common Areas & Installations at the Designated Block:

1. Lobby, Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the Designated Block.
3. Lifts with all machineries, accessories and equipment (including the lift machine room) And lift well for installing the same in the Designated Block
4. Roof of the Building marked as common.
5. Electrical Installations with the main switch and meter and space required therefore in the Building.
6. Over head water tank with water distribution pipes from such overhead The designated area of the Ultimate water tank connecting to the different Units of the Building.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Electrical Installations, transformers and the accessories and wiring in respect of the Building Complex and the space required therefore, if installed (and if installed then extra cost as specified here in).
2. CCTV System with intercom.

3. Water supply system with Under-ground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings.
4. Fire Fighting system with all its accessories, pumps, pipes, fire detection system etc
5. Water waste and sewerage evacuation pipes and drains from the buildings to the Municipal drains, Sewerage Treatment Plant..
6. DG Set, its Panels, accessories and wiring and space for installation of the same.
7. Activity area related construction Viz. Swimming Pool / kids Pool , changing rooms, , Gymnasium, Indoor Games Room and library
8. Community Hall.
9. Solar Power System.
10. Such other areas, Installations and /or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Building Complex.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Specifications

External

1. Structure: Reinforced Concrete Cement Structure
2. Finishing of external walls with cement plaster and Acrylic / cement paint.
3. All gates, internal roads and boundary as per specifications laid down by the Architect.
4. All electrical installations including transformers, switchgears, cabling, etc as per specifications laid down by the Electrical Consultant/ Architect.
5. All Fire fighting installation including reservoirs, pumps, sprinklers, pipelines as per specifications laid down by the Fire Consultant/ Architect.

6. Plumbing works including Overhead Water tanks, Water supply line, sewerage and drains.
7. All other common infrastructure including Solar Power as per specifications laid down by the Architect.
8. Landscaping of all common open areas as per design approved by the Architect.
9. All other works including waste management to be carried out as per the guidelines laid down by the Environment Department and/or such other Governments departments.

INTERNAL

1. Internal Walls:

- RCC /Brick Wall

2. Internal Finish:

- POP finish for the apartments
- POP with paint finish for common areas.

3. Flooring:

- Interiors – Vitrified/ Anti skid ceramic Tiles or any other similar.
- Floor lobby – Marble/Decorative stones/Vitrified Tiles or any other similar.

4. Kitchen:

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles.
- Electrical points for Refrigerator, Water Purifier, Microwave/oven & Exhaust Fan.

5. Toilet:

- Tiles for floor or any other similar.
- Walls – Tiles on the walls upto door height.
- Sanitary ware of good quality.
- Chrome plated fittings of good quality
- Electrical point for geyser and exhaust fan.
- Plumbing provision for Hot/Cold water line in shower.

6. Doors & Windows:

- Main Door – Flush Door with laminate finish or any other similar.
- Internal Doors – Painted flush doors or any other similar.
- Windows – Aluminium sliding windows or any other similar.

7. Electricals:

- Provision for AC points
- Provision for cable TV, telephone.
- Plug points in all bedrooms, living/dining, kitchen and toilets.
- Concealed wiring with DB /MCB.
- Doorbell point at the main entrance door.
- Modular switches of good quality
-

THE FOURTH SCHEDULE ABOVE REFERRED TO:**(Internal Agreed Proportion)**

SL. NO.	NAME OF THE COMPANY	SHARE OF EACH COMPANY
1.	SHIV NIKETAN PVT. LTD	8.75%
2.	TIRUPATI CARRIER LTD.	8.75%

3.	CHARLES COMMERCIAL (P) LIMITED,	2%
4.	TIRUPATI ENCLAVE(P) LTD	1/2%
TOTAL		20%

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
EXTRAS & DEPOSITS-**

EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being WBSEB/WBSEDC Limited or other electricity service provider for electricity connection at the Building Complex.
- (c) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;

- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the Owner) that may be charged on the said property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/society.
- (f) Club and Club related facilities, equipments and installation, if so provided by the Developer.
- (h) Legal Charges
- (k) Extra Work Charges (for work carried out on request of Buyer)
- (l) GST(Good and Service Tax) or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of Sinking Fund, maintenance charges, common expenses, municipal rates and taxes etc,
- (b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owner, in the Building Complex.

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

SIGNED SEALED AND DELIVERED on behalf of the within named OWNER at Kolkata in the presence of:

1. Alan Sofo
am

2. Pireli Sarda
Kalipur
Bomajon
12/11/14

Tirupati Enclave Pvt. Ltd.
Director

Charles Commercial Pvt. Ltd.

Kanta Bhutesia
Director
SHIV NIKETAN (P) LTD.

Pushpa Bhutoria
Director

Asst. Dir.

OWNER

Tirupati Carrier Ltd.

Asst. Dir.
Director

DEVELOPER

DRAFTED BY ME

Alan Sofo
F460/99
Alipore Police Co
12.11.14

MEMO OF NON REFUNDABLE AMOUNT

I, RECEIVED NON-REFUNDABLE RS. 2,00,000/- (RUPEES TWO LACS)
ONLY FROM THE DEVELOPER in following manner :

DATE	CHEQUE	BANK/BRANCH	AMOUNT
RUPEES TWO LACS ONLY			RS.2,00,000/-

WITNESSES :

1. Alan Sarker

2. Pankaj Sarker

Tirupati Enclave Pvt. Ltd.
Director
Charles Commercial Pvt. Ltd.

Kanta Bhutoria
SHIV NIKETAN (PVT) LTD.
Pushpa Bhutoria
Director












Asst. Dir.

OWNERS

		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
	left hand					
	right hand					

Name.. Arjun Bhutani

Signature.. 

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











Name.. Kanta Bhutani

Signature.. Kanta Bhutani

		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..... Puskpa Bhutoria.....

Signature..... Puskpa Bhutoria.....

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

Name..... Lalit Kumar Bhutona.....










Signature..... Ashutosh.....






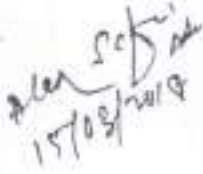
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16041000058735/2018

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 PUSHPA BHUTORIA 4 PRETORIA ST, P.O:- MIDDLETON ROW, P.S.- Shakespear Sarani, Kolkata, District- South 24-Parganas, West Bengal, India, PIN - 700071	Representative of Land Lord [SHIV NIKETAN PVT LTD]			
2	Mr ARRUN BHUTORIA 4 PRETORIA ST, P.O:- ELGIN RD, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071	Representative of Land Lord [TIRUPAT I ENCLAVE P LTD]			
3	Mrs KANTA BHUTORIA 4 PRETORIA ST, P.O:- ELGIN RD, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071	Representative of Land Lord [CHARLES COMMERCIAL P LTD]			

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr LALIT KUMAR BHUTORIA 4 PRETORIA ST, P.O.- MIDDLETON ROW, P.S.- Shakespear Sarani, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700071	Representative of Developer [TIRUPATI CARRIER LTD]			
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr ALOK SAFUI Son of Mr SANAT SAFUI ALIPORE POLICE COURT, P.O.- ALIPORE, P.S.- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Mrs PUSHPA BHUTORIA, Mr ARRUN BHUTORIA, Mrs KANTA BHUTORIA, Mr LALIT KUMAR BHUTORIA			

(Pradipta Kishore Guha)
DISTRICT SUB-
REGISTRAR
OFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



**Government of West Bengal
 Directorate of Registration & Stamp Revenue
 e-Assessment Slip**

Query No./Year	1604-1000068735/2018	Office where said will be registered
Query Date	23/03/2018 10:58:50 AM	D.S.R. - IV SOUTH 24 PARGANAS, District South 24-Parganas
Applicant Name, Address & Other Details	ALOK SAHU ALPOHE, Thana - Alpohe, District - South 24-Parganas, WEST BENGAL, PIN - 700027. Mobile No. - 9830882074, Status - Advocate	
Transaction	Additional Transaction	
(3112) Sale, Development Agreement or Construction agreement	ADDD Other than Immovable Property, Declaration No. of Declaration: 2, (4551) Other than Immovable Property, Record (Rs. 2,00,000/-)	
Net Fair Value	Market Value	
Rs. 2/-	Rs. 1,52,01,200/-	
Total Stamp Duty Payable (5%)	Total Registration Fee Payable	
Rs. 40,521/- (Article 49(2))	Rs. 2,053/- (Article E. E. S. W.B. H)	
Marginal Fee Payable	Amount of Stamp Duty to be Paid by Post Judicial Stamp	
Equivalent rate of Provision of Law	Rs. 50/-	
Remarks		

Land Details :

District South 24-Parganas, P.S. - Bahupur, Gram Panchayat Raipuria, Mouza - Sindhat							Other Details	
Sls No.	Plot Number	Khatian Number	Land Use Proposed	Land Use SHM	Area of Land	Self/Rate Value (In Rs.)		
L1	LR-411	LR-1032	Bathy	Shal	265.52 Dec	1/-	1,51,01,200/-	Property is on Road
L2	LR-432	LR-190	Bathy	Shal	15 Dec	5/-	8,50,000/-	Property is on Road
		TOTAL			270.52 Dec	2/-	1,52,01,200/-	
		Grand Total :			270.52 Dec	2/-	1,52,01,200/-	

Land Lord Details :

Sr No.	Name & address	Status	Executive Addressed Details :
1	SHRI BIRETAN PVT LTD JADARHAT RD THAKURPURI, P.O. - BISHUPUR, P.S. - Bahupur, District - South 24-Parganas, West Bengal, India, PIN - 700104 PAN No. : AACD3661G, Status: Organization, Executed by: Representative	Organization	Executed by: Representative

2	TIRUPATI ENCLAVE P LTD 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCT1390G, Status :Organization, Executed by: Representative	Organization	Executed by: Representative
3	CHARLES COMMERCIAL P LTD 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCC2791A, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	TIRUPATI CARRIER LTD 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCT9173B, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mrs PUSHPA BHUTORIA Wife of Mr ARRUN BHUTORIA4 PRETORIA ST, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEOPB5050P	SHIV NIKETAN PVT LTD (as DIRECTOR)
2	Mr ARRUN BHUTORIA Son of Late SUMER MULL BHUTORIA4 PRETORIA ST, P.O:- ELGIN RD, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADBPJ8895J	TIRUPATI ENCLAVE P LTD (as DIRECTOR)
3	Mrs KANTA BHUTORIA Wife of Mr PRAKASH CHAND BHUTORIA4 PRETORIA ST, P.O:- ELGIN RD, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEOPB5252R	CHARLES COMMERCIAL P LTD (as DIRECTOR)
4	Mr LALIT KUMAR BHUTORIA Son of Mr PRAKASH BHUTORIA4 PRETORIA ST, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFVBP8282R	TIRUPATI CARRIER LTD (as DIRECTOR)

Identifier Details :

Name & address	
Mr ALOK SAFUI Son of Mr SANAT SAFUI ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mrs PUSHPA BHUTORIA, Mr ARRUN BHUTORIA, Mrs KANTA BHUTORIA, Mr LALIT KUMAR BHUTORIA	
	N

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SHIV NIKETAN PVT LTD	TIRUPATI CARRIER LTD-85.0067 Dec
2	TIRUPATI ENCLAVE P LTD	TIRUPATI CARRIER LTD-85.0067 Dec
3	CHARLES COMMERCIAL P LTD	TIRUPATI CARRIER LTD-85.0067 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	SHIV NIKETAN PVT LTD	TIRUPATI CARRIER LTD-5 Dec
2	TIRUPATI ENCLAVE P LTD	TIRUPATI CARRIER LTD-5 Dec
3	CHARLES COMMERCIAL P LTD	TIRUPATI CARRIER LTD-5 Dec

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 25/03/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 08/04/2018) for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required

8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

PERMANENT ACCOUNT NUMBER
AABCC2791A



NAME
CHARLES COMMERCIAL PVT LTD

DATE OF INCORPORATION
30-08-1996

COMMISSIONER OF INCOME TAX (C.O.), KOLKATA



FORM NO. 100 / PERMANENT ACCOUNT NUMBER

AABCT1390G



NAME

TIRUPATI ENCLAVE PVT LTD

DATE OF INCORPORATION

30-08-1997

[Signature]
COMMISSIONER OF INCOME TAX, W.B. - XI

COMMISSIONER OF INCOME TAX, W.B. - XI

এই কার্ডটি হল / This card is issued with
সহকারী সচিব / সহকারী সচিব
স্বয়ংস্বত্ব অধিকার (সহকারী সচিব),
৫-১,
চেম্বার্স স্কয়ার,
কলকাতা - ৭০০ ০০১

In case this card is issued, kindly refer to the
the issuing authority :
Joint Commissioner of Income-tax (Systems & Technical),
F-1,
Chambers Square,
Calcutta-700 001.

जायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TIRUPATI CARRIER LTD



18/05/2002

Profession Account Number

AABGT5173B

Signature

If you lose this card or find it, please inform / return to:

Income Tax PAN Service Cell, UTIER,
Plot No. 7, Sector 11, CBD Scheme,
New Mumbai - 400 614.

यदि यह कार्ड खो जाए या पाया जाए, कृपया सूचित करें/वापस करें:

Income Tax PAN Service Cell, UTIER,
Plot No. 7, Sector 11, CBD Scheme,
New Mumbai - 400 614.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

LALIT KUMAR BHUTORIA
PRAKASH CHAND BHUTORIA

06/04/1980

Permanent Account Number

AFVPB8282R



Signature

आयकर विभाग
INCOME TAX DEPARTMENT
PUSHPA BHUTORIA
BHOY SINGH BOKARIA

भारत सरकार
GOVT. OF INDIA

1706/1964
Permanent Account Number
AEOP65050P

Signature



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA



आयकर विभाग द्वारा जारी
Personal Account Number Card
AEOPB5082R



नाम
KAMU CHAUDHARI

पता और पिन कोड
PUNJAB CHANDI BARDIA

आयकर विभाग द्वारा जारी
02/10/1991

Kamla Chaudharia
Kamla Chaudharia



लायकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



आयकर खाते संख्या / PAN
Permanent Account Number Card

ADBPJ8895J



नाम / Name
AJAY KUMAR BHUTORIA

पिता का नाम / Father's Name
AJAY KUMAR BHUTORIA

व्यक्ति का जन्म / Date of Birth
28/08/1961


हस्ताक्षर / Signature



123456789



Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1604-1000058735/2018	Office where deed will be registered
Query Date	23/02/2018 10:50:50 AM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	ALOK SAFUI ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830828274, Status 'Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 2,43,01,800/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 40,021/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 50/-
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: Rashpunja, Mouza: Noyabad

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-431	LR-1022	Bastu	Shali	255.02 Dec	1/-	2,29,51,800/-	Property is on Road Adjacent to Metal Road,
L2	LR-432	LR-382	Bastu	Shali	15 Dec	1/-	13,50,000/-	Property is on Road Adjacent to Metal Road,
TOTAL :					270.02Dec	2/-	243,01,800 /-	
Grand Total :					270.02Dec	2/-	243,01,800 /-	

Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	SHIV NIKETAN PVT LTD BAKRAHAT RD THAKURPUKUR, P.O:- BISHNUPUR, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 PAN No.:: AAEC53891G, Status : Organization, Executed by: Representative	Organization	Executed by: Representative



Query No: 1604-1-000058735 of 2018

Major Information of the Deed

Deed No :	I-1604-01879/2018	Date of Registration	27/03/2018
Query No / Year	1604-1000058735/2018	Office where deed is registered	
Query Date	23/02/2018 10:50:50 AM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ALOK SAFUI ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830828274, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,43,01,800/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B, M(b), H)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: Rashpunja, Mouza: Noyabad

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-431	LR-1022	Bastu	Shali	255.02 Dec	1/-	2,29,51,800/-	Property is on Road Adjacent to Metal Road,
L2	LR-432	LR-382	Bastu	Shali	15 Dec	1/-	13,50,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			270.02Dec	2 /-	243,01,800 /-	
		Grand Total :			270.02Dec	2 /-	243,01,800 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHIV NIKETAN PVT LTD BAKRAHAT RD THAKURPUKUR, P.O:- BISHNUPUR, P.S:- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 , PAN No.:: AAEC3891G, Status :Organization, Executed by: Representative, Executed by: Representative
2	TIRUPATI ENCLAVE P LTD 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCT1390G, Status :Organization, Executed by: Representative, Executed by: Representative
3	CHARLES COMMERCIAL P LTD 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCC2791A, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1604-01879/2018-27/03/2018

Developer Details :

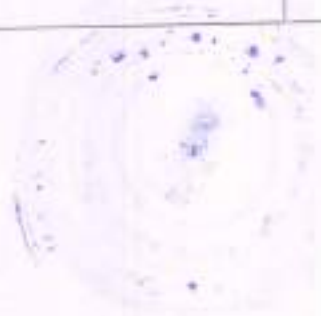
Sl No	Name,Address,Photo,Finger print and Signature
1	TIRUPATI CARRIER LTD 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCT9173B, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs PUSHPA BHUTORIA Wife of Mr ARRUN BHUTORIA 4 PRETORIA ST, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEOPB5050P Status : Representative, Representative of : SHIV NIKETAN PVT LTD (as DIRECTOR)
2	Mr ARRUN BHUTORIA (Presentant) Son of Late SUMER MULL BHUTORIA 4 PRETORIA ST, P.O:- ELGIN RD, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADBPJ8895J Status : Representative, Representative of : TIRUPATI ENCLAVE P LTD (as DIRECTOR)
3	Mrs KANTA BHUTORIA Wife of Mr PRAKASH CHAND BHUTORIA 4 PRETORIA ST, P.O:- ELGIN RD, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEOPB5252R Status : Representative, Representative of : CHARLES COMMERCIAL P LTD (as DIRECTOR)
4	Mr LALIT KUMAR BHUTORIA Son of Mr PRAKASH BHUTORIA 4 PRETORIA ST, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFVFP8282R Status : Representative, Representative of : TIRUPATI CARRIER LTD (as DIRECTOR)

Identifier Details :

Name & address
Mr ALOK SAFUI Son of Mr SANAT SAFUI ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mrs PUSHPA BHUTORIA, Mr ARRUN BHUTORIA, Mrs KANTA BHUTORIA, Mr LALIT KUMAR BHUTORIA



Major Information of the Deed :- I-1604-01879/2018-27/03/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SHIV NIKETAN PVT LTD	TIRUPATI CARRIER LTD-85.0067 Dec
2	TIRUPATI ENCLAVE P LTD	TIRUPATI CARRIER LTD-85.0067 Dec
3	CHARLES COMMERCIAL P LTD	TIRUPATI CARRIER LTD-85.0067 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SHIV NIKETAN PVT LTD	TIRUPATI CARRIER LTD-5 Dec
2	TIRUPATI ENCLAVE P LTD	TIRUPATI CARRIER LTD-5 Dec
3	CHARLES COMMERCIAL P LTD	TIRUPATI CARRIER LTD-5 Dec

Endorsement For Deed Number : I - 160401879 / 2018

On 23-02-2018

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 2,43,01,800/-

Pradipta

**Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal**

On 15-03-2018

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

Presented for registration at 18:54 hrs on 15-03-2018, at the Private residence by Mr ARRUN BHUTORIA ..

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

Execution is admitted on 15-03-2018 by Mrs PUSHPA BHUTORIA, DIRECTOR, SHIV NIKETAN PVT LTD, BAKRAHAT RD THAKURPUKUR, P.O:- BISHNUPUR, P.S:- Bishnupur, District-South 24-Parganas, West Bengal, India, PIN - 700104

Indetified by Mr ALOK SAFUI, , Son of Mr SANAT SAFUI, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Major information of the Deed :- I-1604-01879/2018-27/03/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2018, Page from 51699 to 51750
being No 160401879 for the year 2018.



Pradipta

Digitally signed by PRADIPTA KISHORE
GUHA
Date: 2018.04.02 13:38:59 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 02-04-2018 13:38:54
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)

Execution is admitted on 15-03-2018 by Mr ARRUN BHUTORIA, DIRECTOR, TIRUPATI ENCLAVE P LTD, 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr ALOK SAFUI, , Son of Mr SANAT SAFUI, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 15-03-2018 by Mrs KANTA BHUTORIA, DIRECTOR, CHARLES COMMERCIAL P LTD, 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr ALOK SAFUI, , Son of Mr SANAT SAFUI, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 15-03-2018 by Mr LALIT KUMAR BHUTORIA, DIRECTOR, TIRUPATI CARRIER LTD, 23A N S RD, P.O:- HARE ST, P.S:- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr ALOK SAFUI, , Son of Mr SANAT SAFUI, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 27-03-2018

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,053/- (B = Rs 2,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/03/2018 4:12PM with Govt. Ref. No: 192017180191316161 on 08-03-2018, Amount Rs: 2,053/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF2146714 on 08-03-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 17218, Amount: Rs.100/-, Date of Purchase: 27/02/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/03/2018 4:12PM with Govt. Ref. No: 192017180191316161 on 08-03-2018, Amount Rs: 39,971/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF2146714 on 08-03-2018, Head of Account 0030-02-103-003-02

Pradipta

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1604-01879/2018-27/03/2018