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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Notarized that the signature is genuine & registration, the signature sheets are to be considered sheets attached with the document and not of this document.

District Sub-Registrar-IV  
Registration/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas  
25 JUN 2019  
27 JUN 2019

AGREEMENT FOR DEVELOPMENT

& DEVELOPMENT POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT & DEVELOPMENT POWER OF ATTORNEY is made this the 22<sup>nd</sup> day of April Two Thousand Nineteen (2019) BETWEEN

(1) **TIRUPATI ENCLAVE (P) LIMITED**, PAN:AABCT1390G, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4<sup>th</sup> 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**, son of Late . Sumar Mull Bhutoria working for gain at Tirupati Enclave (P) Ltd. By faith - Hindu, by occupation - Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071, (2) **BHUTORIA CONSTRUCTION PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4<sup>th</sup> Floor, Room No. 18, Kolkata - 700 001, Post Office-General Post Office , Police Station - Hare Street, Kolkata- 700 001 having CIN U70101WB1996PTC081135 and PAN AABCB3033G represented by its director **MR. ARRUN BHUTORIA**, son of Late . Sumar Mull Bhutoria working for gain at Bhutoria Construction Private Ltd. By faith - Hindu, by occupation - Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Sheakpear Sarani, Kolkata -700071. (3) **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. 06, Kolkata -700001, Post Office-General Post Office, Police Station-Hare Street, Kolkata-700001 having CIN U70102WB1988 PLC045113 and, represented by its director Mr. Lalit Kumar Bhutoria, son of Mr. Prakash Bhutoria, by faith-Hindu, by occupation-Business, 4, Pretoria Street, P.O. Elgin Road, P.S. Sheakpear Sarani, Kolkata -700071, (5) **SHIV NIKETAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrabat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Kolkata-700104 having CIN U70101WB1996PTC081121 AND PAN AAEC33891G, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakash Bhutoria working for gain at Shiv Niketan Private Limited and having PAN AFVPB8228R, by faith - Hindu, by occupation - Business, residing at residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakespear Sarani, Kolkata -700071, hereinafter referred to as the '**OWNERS/ PRINCIPALS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns ) of the **FIRST PART**;

**AND**

**CHARLES COMMERCIAL PRIVATE LIMITED**, PAN:AABCC2791A, a Company incorporated under the Companies Act, 1956 having its registered

office at 23A, N.S. Road, 8<sup>th</sup> Floor, Room No. 4, Kolkata – 700 001, Post Office-General Post Office, Police Station-Hare Street, Kolkata- 700 001 having CIN: U51109WB1996PTC081136, represented by its director **MRS. PUSHPA BHUTORIA (PAN-AEOPB5052R)** wife of Arun Bhutoria working for gain at Charles Commercial Private Limited and having, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shespear Sarani, Kolkata 700071, hereinafter referred to as the **'OWNER/DEVELOPER'/ATTORNEY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND 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 **CHARLES COMMERCIAL PRIVATE LIMITED, PAN:AABCC2791A**, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 8<sup>th</sup> Floor, Room No. 4, Kolkata – 700 001, Post Office-General Post Office, Police Station-Hare Street, Kolkata- 700 001 having CIN: U51109WB1996PTC081136, represented by its director **MRS. PUSHPA BHUTORIA (PAN-AEOPB5050P)** wife of Arun Bhutoria working for gain at Charles Commercial Private Limited and having, by faith – Hindu, by occupation – Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shespear Sarani, Kolkata-700071, 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 Buildings 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 Rashputja Grant

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 Owners.

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 Owners' Allocation inter se amongst the Owners as mentioned in the **FOURTH SCHEDULE** hereto;

j "**OWNERS' ALLOCATION**" shall according to the context mean 10% (Ten per cent) of the Realizations;

k "**DEVELOPER'S ALLOCATION**" shall according to the context mean 90% (Ninty per cent) of the Realizations;

l "**AGREED RATIO**" shall mean the ratio of sharing or distribution of Realization and others hereunder between the Owners and the Developer which shall be 10% (Ten per cent) belonging to the Owners jointly and 90% (Ninty per cent) belonging to the Developer;

m "**PROJECT**" shall mean the development and sale of the Building Complex;

n "**PROJECT LAND**" shall mean an area of 174.00 satak purchased by the owners 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 174.00 satak, under Mouza-Nawbad, comprised in R.S Dag No.418, 419,420,421 & L.R. Dag No.475, 476,477,478 total land measuring 174.0 Decimals out of the said "project land" belonging to the owners, now retained by them more or less 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 include Parking Spaces and anything else comprised in the Building Complex which is or can be commercially exploited

r **"INTERESTED BUYERS"** shall mean the persons to whom any Saleable Areas in the Building Complex is sold or agreed to be sold;

s **"UNITS"** shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Building/s at the said property capable of being exclusively held used or occupied by a person.

#### **PART-II # RECITALS:**

2. **WHEREAS** the Owners are jointly seized and possessed of and/or otherwise well and sufficiently entitled to as the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 174.00 satak, the owners have agreed to develop part and parcel of the said project land measuring 174.00 satak more or less under Mouza-Nawbad, comprised in R.S Dag No.418,419, 420, 421 & L.R. Dag No.475, 476, 477, 478 total land measuring 205.63 Decimals, more fully 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 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners jointly shall be entitled to the Owners' Allocation being 10% (Ten per cent) of the Realizations and the Developer shall be entitled to the Developer's Allocation being 90% (Ninety 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 Owners 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 Owners and the Owners 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 Owners deliver possession of the Saleable Areas directly to the Interested Buyers thereof.

5. **OBLIGATIONS OF OWNERS:** In connection with the said property, the Owners 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 Owners; 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 Owners.

b. The said property is mutated in the names of the Owners 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 Owners.

6.2. The Owners 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 Owners 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 Owners 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 plans 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 authorised and empowered in its own name and also in the name of the Owners, 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 Owners 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 Owners 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 Owners 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 there for and do all acts deeds and things as may be required by the Developer there for 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 Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained.

9.2. The Owners 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 therefore 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 Owners 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 Owners (wherever required) Provided That the Owners 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 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 jointly shall be entitled, in the Internal Agreed Proportion, to a specific 10% (Ten per cent) of the Realization from the Building Complex;

(a) The owners shall in terms of their contribution of the land area has agreed to divide their internal share at 2% (Two) for Tirupati Enclave (P) Limited and 1% (One) cent)for Bhutoria Construction Private Limited and 5%(Five per cent) for Charles Commercial (P) Limited and 1%(One) for Smj Eximp Limited and 1(One)% for Shiv Niketan Private Limited, consolidating to the total of 10% to be received from the Developer.

b The Developer shall be entitled to a specific 90% (Ninety 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 Owners the share of the Owners (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 Owners 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 Owners in the Realization thereafter received shall be paid by the Developer to the Owners within 7 (seven) days of receiving the same from the Interested Buyers.

10.3. Nothing contained in clause 10.2 above shall prevent the Developer to make any provisional or part payments to the Owners prior to the date mentioned therein subject to subsequent accounting and settlement at the time of final payments.

10.4. All payments made by the Developer to the Owners 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 Owners to the Developer.

10.5. The Developer shall maintain proper accounts pertaining to the sales and Realizations received in respect of the Saleable Areas and the Owners 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 incomes and outgoings pertaining to the Realizations from the Building Complex.

10.6. 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.

10.7. 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.

10.8. Any Extras and Deposits that may be taken from the Interested Buyers shall be taken separately by the Developer and the Owners shall have no concern therewith.

## **11. DATE OF COMPLETION:**

11.1. **Time for completion:** Subject to force majeure and subject to the Owners 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 Rashpenj Gram Panchayat or as applicable.

11.2. Force majeure shall mean general riot, war, terrorist, 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 Owners an interest free security deposit of Rs.2,00,000/- (Rupees two lacs only) which shall be refunded by the Owners 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 Owners hereby declare and confirm that all acts deeds and things done by the Developer shall be fully binding on the Owners 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 Owners. The receipts or acknowledgements issued by the Developer shall bind the Owners to the extent of its share of the amounts therein.

14.2. The Owners 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 Owners. 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 Owners 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 Owners 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 Owners 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 here from. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners 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 Owners 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 Owners 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 Owners 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. 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 Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners 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 Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners 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.

16.5. The Building Complex shall be known as "TANZANITE" 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 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.

**WHEREAS** by the Development Agreement, the parties thereto have agreed, inter alia, that the Developer would be entitled to the exclusive right to develop the Subject Property and the Principals and the Developer agreed upon the terms and conditions in respect of the Transfer the Transferable Areas therein and other aspects of the Project as morefully contained therein

**II. AND WHEREAS** in terms of the Development Agreement, the Principals executing this Development Power of Attorney in favour of the Developer namely **CHARLES COMMERCIAL PRIVATE LIMITED, PAN:AABCC2791A**, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 8<sup>th</sup> Floor, Room No. 4, Kolkata - 700 001, Post Office-General Post Office, Police Station-Hare Street, Kolkata- 700 001 having CIN: U51109WB1996PTC081136, represented by its director **MRS. PUSHPA BHUTORIA (PAN-AEOPB5052R)** wife of Arrun Bhutoria working for gain at Charles Commercial 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 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 to or as substitute of the above named Partners), jointly and/or severally to do all acts deeds and things as and for the purposes relating to the Subject Property and the Project and the related purposes hereinafter contained:

**III. NOW KNOW YE BY THESE PRESENTS**, We the Principals above named do hereby nominate constitute and appoint the said Attorney as the true and lawful attorney for in the name and on behalf of the Principal to do execute exercise and perform all or any of the following acts deeds matters and 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 Rashpanj Gram Panchayat, B.L. & L.R.O., the D.L. & L.R.O., Municipal authorities, 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, utility 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 receipts and discharges in respect thereof.
5. To deal with any person owning, 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 at 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 Rashpunj 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 renewal and/or such other orders and permissions as be expedient therefore.
11. To sign and submit all declarations 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, sewerage, 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 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, reconstruction, 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

thereof 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, overseers, 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, modifications, alterations, sanctioning, extension, revalidation etc. of plans or approvals or clearances and also for any Development Activity and for 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 persons 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 other certificates as may be required from the concerned authorities.

21. To insure and keep insured the New Buildings and other Development Activities or any part thereof or any materials equipments 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 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 financiers 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 of 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 specified 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 the Development Agreement and issue receipts, acknowledgements and discharges therefore and to fully exonerate the person or persons paying the same.

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 he 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.
34. To terminate or cancel any contract, agreement, and right of occupancy user enjoyment with any Transferee 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 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 compensations 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 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 Rashponj Gram Panchayat, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, B.L. & L.R.O., D.L. & L.R.O., Zilla Parishad, MFD, Collector, District Magistrate, ADM, Municipality/ Panchayet, Fire Brigade, Planning Authority, Development Authority, the Authorised 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 & Regulation) Act, 1976, the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning & 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 service 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 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 Attorneys 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 revisions, 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. and 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 occasions 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 other authorities and/or persons.

45. To receive refund of the excess 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, Mukhtears and to revoke such appointments.

IV. **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.



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

VI. **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 or thing which would go against the provisions of the Development Agreement and by executing this Power of Attorney the obligations of the Principal or consequences for non compliance under the Development Agreement shall not be affected.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Said property)

**ALL THAT** pieces of parcels of contiguous and adjacent plots of Bastu Vacant land in a single compound containing an area more or less 174.00 satak, under Mouza-Nawbad, comprised in R.S Dag No.418,419,420,421 & L.R. Dag No.475, 476, 477, 478 total land measuring 154.80 Decimals, J. L. No.19 under Police Station Bishnupur in the jurisdiction of Rashanija Gram Panchayat in the District of South 24 Parganas: out of the said project land 205.63 satak of remaining land to be retained by the owners.

R.S. Dag and Khatian Number	L.R. Dag and Khatian Number	Area(Decimals)
Dag No.418 in Khatian No. 1405, 1255, 1448	Dag No.475 recorded in Khatian Nos. 1405, 1255, 1448, Mouza-Nawbad	60.00
Dag No.419 in Khatian No. 1401	Dag No.476 recorded in Khatian Nos. 1401 Mouza-Nawbad	52.0
Dag No.420 in Khatian No. 1401	Dag No.477 recorded in Khatian Nos. 1401 Mouza-Nawbad	40.00
Dag No.421 in Khatian No. 1454	Dag No.478 recorded in Khatian Nos. 1454 Mouza-Nawbad	22.00
	Total	174.0

And butted and bounded as follows:

On the North: By L.R. DAG NO. 418(P), 419 (P), 420(P), 421 (P) NOWBAD MOUZA

On the South: By L.R. DAG NO. 418(P), 419 (P), 420(P), 421 (P) NOWBAD MOUZA  
On the East: By L.R. DAG NO. 421 (P) NOWBAD MOUZA

On the West: By L.R. DAG NO. 418(P) NOWBAD MOUZA

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

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

R.S. Dag No.	L.R. Dag No.	Property being Developed	Area Owned by SNPL	Area Owned by CCPL	Area Owned by TEPL	Area owned by BCPL	Area owned by SMJPL
418	475	60.00	15.00	00.00	30.0	15.00	0.00
419	476	52.00	00.00	52.00	00.00	00.00	00.00
420	477	40.00	0.00	40.0	00.00	00.00	00.00
421	478	22.00	00.00	00.00	00.00	00.00	22.00
<b>Total</b>		<b>174.00</b>	<b>15.00</b>	<b>92.0</b>	<b>30.0</b>	<b>15.00</b>	<b>22.00</b>

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**OWNERS' ALLOCATION"** shall according to the context mean 10%

(Ten per cent) of the Realizations.

**DEVELOPER'S ALLOCATION"** shall according to the context mean 90% (Ninety 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 Underground 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. 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 such other Governments departments.

### **INTERNAL**

#### **1. Internal Walls:**

- RCC 4 inches thick

#### **2. Internal Finish:**

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

#### **3. Flooring:**

- Interiors – Vitrified Tiles or any other similar.
- Staircase – Stone/ Tiles or any other similar.
- Entrance lobby of each Block – Marble/Decorative stones/Vitrified Tiles or any other similar.
- Floor lobby – Marble/Decorative stones/Vitrified Tiles or any other similar.
- Lift Fascia – Marble/Granite/Vitrified Tiles or any other similar.

#### **4. Kitchen:**

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles upto 2 ft above counter or any other similar.
- 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 reputed brand.
- Chrome plated fittings of reputed brand
- 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/dinng, kitchen and toilets.
- Concealed wiring with DB of reputed brand.
- Doorbell point at the main entrance door.
- Modular switches of reputed brand

**8. Lifts:**

- Elevators of reputed make.

(All above are tentative and may change as required by Architect or Developer or as per the need of the project)

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Internal Agreed Proportion)**

Sl. No.	NAME OF THE COMPANY	SHARE OF EACH COMPANY
1	Tirupati Enclave (P) Limited	2%
2	Bhutoria Construction Pvt. Ltd.	1%
3	Charles Commercial (P) Limited	5%
4	Shiv Niketan Private Limited	1%
5	Suj Exmp (P) Limited	1%
<b>Total</b>		<b>10%</b>

**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 Owners) 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 Owners, in the Building Complex

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

SIGNED SEALED & DELIVERED

In presence of:-

1. Alok Saha  
AM

2. Pinali Das  
Kalyanpur  
Bansipur

Tirupati Enclave Pvt. Ltd.  
Bhutoria  
Director  
Director

Shiv Niketan Pvt. Ltd.  
S. M. J. Eximp Ltd.  
Director  
Director

**OWNERS/PRICIPALS**

Charles Commercial Pvt. Ltd.  
Pushpa Bhutoria  
Director

**DEVELOPER/OWNER/ATTORNEY**

Drafted by:-

Alok Saha  
Advocate,  
Alipore Police Court,  
Kolkata - 700 027

12460995

PERMANENT ACCOUNT NUMBER  
AABCO2791A



CHARLES COMMERCIAL PVT LTD

30-06-1995

A handwritten signature in dark ink, appearing to be 'A. B. S.' or similar, written in a cursive style.

30-06-1995

30-06-1995



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUN EXIMP LIMITED

02/00/1988

Formulars/Accounts Number

AAHCS25870

1/1/1988

PERMANENT ACCOUNT NUMBER  
AMCE0333G



BRITISH CONSTRUCTION PVT LTD

BRITISH CONSTRUCTION PVT LTD  
30-08-2008

BRITISH

CONSTRUCTION

PVT LTD

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SAN NIKETAN PRIVATE LIMITED

30/09/1995  
Revised Annual Return  
AEC030910

Signature






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 16041000085405/2019

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	Mr ARRUN BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700071	Represent ative of Land Lord [TIRUPAT I ENCLAVE P LTD ] [BHUTOR IA CONSTR UCTION PVT LTD ]			
2	Mrs PUSHPA BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S.- Shakespear Sarani, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700071	Represent ative of Land Lord [CHARLE S COMMER CIAL PVT LTD ] [CHARLE S COMMER CIAL PVT LTD ]			

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

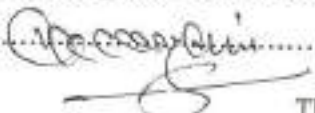
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr LALIT KUMAR BHUTORIA 4 PRETORIA STREET, P.O.- MIDDLETON ROW, P.S.- Shakespear Sarani, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700071	Representative of Land Lord [SMJ EXIMP LIMITED] [SIIV NIKETAN PVT LTD]			
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	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	Mr ARRUN BHUTORIA, Mrs PUSHPA 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



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

Name... Arjun Bhutoria .....

Signature...  .....

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

Name.....

Signature... Pooja Bhutoria .....

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

Name.....

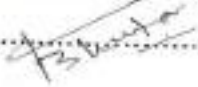
Signature...  .....

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

Name.....

Signature.....



Government of West Bengal  
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	1604-1000085405/2019	Office where deed will be registered.
Query Date	02/04/2019 4:58:37 PM	D S R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	ALOK SAHAI ALIPORE Thana : Alipora, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. 9830825274, Status Advocate	
Transaction	Additional Transaction	
[U110] 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 Rs. 4/-	Market Value Rs. 1,94,02,740/-	
Total Stamp Duty Payable(SD) Rs. 40,021/- (Article:48(g))	Total Registration Fee Payable Rs. 2,053/- (Article:H, 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. 100/-
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Bishrupur, Gram Panchayat: Rashpur a, Mouza: Noyabad Pin. Code : 700104

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SatForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11	LR-475	LR-1405	Basu	Basu	50 Dec	1/-	68,90,800/-	Property is on Road Adjacent to Meta Road,
12	LR-476	LR-1401	Basu	Basu	52 Dec	1/-	57,98,520/-	Property is on Road Adjacent to Metal Road,
13	LR-477	LR-1401	Basu	Basu	40 Dec	1/-	44,60,400/-	Property is on Road Adjacent to Metal Road,
14	LR-478	LR-1454	Basu	Basu	22 Dec	1/-	21,53,220/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			174Dec	4/-	194,02,740/-	
Grand Total :					174Dec	4/-	194,02,740/-	





**Land Lord Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	TIRUPATI ENCLAVE P LTD 23A N S RD, P.O.- G P O, P.S.- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 . PAN No. : AABCT1390G. Status :Organization, Executed by: Representative	Organization	Executed by: Representative
2	DIUTORIA CONSTRUCTION PVT LTD 23A N S RD, P.O.- G P O, P.S.- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 . PAN No. : AABCB3033G. Status :Organization, Executed by: Representative	Organization	Executed by: Representative
3	CHARLES COMMERCIAL PVT LTD 23A N S RD, P.O.- G P O, P.S.- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 . PAN No. : AABCB3033G. Status :Organization, Executed by: Representative	Organization	Executed by: Representative
4	SMJ LXIMP LIMITED 23A N S RD, P.O.- G P O, P.S.- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 . PAN No. : AAHCS2791A. Status :Organization, Executed by: Representative	Organization	Executed by: Representative
5	SHIV NIKETAN PVT LTD BAKRANJAT RD THAKURPUKUR, P O - RASAJINJA, P S - Bishnupur, District: South 24-Parganas, West Bengal, India, PIN - 703104 . PAN No. : AAEC83891G. Status :Organization, Executed by: Representative	Organization	Executed by: Representative

**Developer Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	CHARLES COMMERCIAL PVT LTD 23A N S RD, P.O.- G P O, P.S.- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001 . PAN No. : AAHCC2791A. Status :Organization, Executed by: Representative	Organization	Executed by: Representative



**Representative Details :**

Sl No	Name & Address	Representative of
1	Mr ARRUN BHUTORIA Son of Late SUMER MULL BHUTORIA 4 PRETORIA STREET, P.O. MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.: AABC11390G	TIRUPATI ENCLAVE P LTD (as DIRECTOR), BHUTORIA CONSTRUCTION PVT LTD (as DIRECTOR)
2	Mrs PUSHPA BHUTORIA Wife of Mr ARRUN BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.: AABCC2791A	CHARIS COMMERCIAL PVT LTD (as DIRECTOR), CHARLES COMMERCIAL PVT LTD (as DIRECTOR)
3	Mr LALIT KUMAR BHUTORIA Son of Mr PRAKASH CHAND BHUTORIA 4 PRETORIA STREET P.O MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.: AMICS2597G	SMA EXIMP LIMITED (as DIRECTOR), SHIV NIKETAN PVT LTD (as DIRECTOR)

**Identifier Details :**

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



Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-12 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-10.4 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-5 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-8 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-8 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-8 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-8 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-4.4 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec



## Land Details as per Land Record

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: Rashpunja, Mouza: Noyabad Pin Code : 700104

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 475 LR Khatian No:- 1405	Owner: তিরুপাতি এনক্লেভ প্রাইভেট লিমিটেডের, Guardian শঙ্কু জাইরংকর, Address:23৫, এস.এস. রোড, কলকাতা 700 ০01 Classification: শাসি, Area:0.30000000 Acre,	TIRUPATI ENCLAVE P LTD
L2	LR Plot No:- 476, LR Khatian No:- 1406	Owner:চার্লস কমার্শিয়াল প্রা লি, Guardian:শুভাশিখা, Address:বিজ Classification: শাসি, Area:0.52000000 Acre,	CHARLES COMMERCIAL PVT LTD
L3	LR Plot No:- 477, LR Khatian No:- 1401	Owner:চার্লস কমার্শিয়াল প্রা লি, Guardian:শুভাশিখা, Address:বিজ Classification: শাসি, Area:0.61000000 Acre,	CHARLES COMMERCIAL PVT LTD
L4	LR Plot No:- 478 LR Khatian No:- 1454	Owner:এস এম কে এন্ড এন্ড্রিয়ার লিমিটেড কর্তৃক ডিরেক্টর শশি কুমার জুতোষিয়া, Guardian:প্রকাশ জুতোষিয়া, Address 23৬, এস.এস. রোড কলকাতা-700 ০01 Classification: শাসি, Area:0.80000000 Acre,	SMJ EXIMP LIMITED

### Notes:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 02-05-2019) for e-Payment Assessed market value & Query is valid for 44 days (i.e. upto 16-05-2019)
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 lacs (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 situated 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
10. If appears that seller/transferor is not recorded owner/tenant. Please get his/her name mutated at concerned Block Land & Land Reforms Office at ( BISHNUPUR-2 ) immediately, if possible, prior to registration, for your own benefit. You may submit application for mutation now online using the following website: bangla.bhuma.gov.in.



Query No: 1604-1-00005462 of 2019, Created On: Jun 24 2019 2:10PM, Generated from Registration office

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

387-3/19

GRN: 10-201920-000130522-1

Payment Mode

Online Payment

GRN Date: 03/04/2019 14:43:56

Bank: AXIS Bank

BRN: 10900985

BRN Date: 03/04/2019 14:42:20

DEPOSITOR'S DETAILS

Id No. : 16041000085405/3/2019

[Duty No./Duty Year]

Name : CHARLES COMMERCIAL PVT LTD

Contact No. : 9531262778 Mobile No. : +91 9531262778

E-mail : ccpl1996@gmail.com

Address : 23ANSROAD 8TH FLOOR ROOM NO04KOL01

Applicant Name : Mr. ALOK SAHAI

Office Name :

Office Address :

Status of Depositor : Others

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	16041000085405/3/2019	Property Registration-Stamp duty	0001-32-103-003-32	39921
2	16041000085405/3/2019	Property Registration-Registration Fees	0001-33-104-001-15	2053

In Words

Rupees Forty One Thousand Nine Hundred Seventy Four only

Total

41974

### Major Information of the Deed

Deed No :	I-1604-03823/2019	Date of Registration	27/06/2019
Query No / Year	1604-1000085405/2019	Office where deed is registered	
Query Date	02/04/2019 4:58:37 PM	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. : 9830825274, 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. 4/-	Rs. 1,94,02,740/-		
Stamoduty Paid(SD)	Registration Fee Paid		
Rs. 40,027/- (Article 48(g))	Rs 2,053/- (Article: E, F, B, M(b), H)		
Remarks			

#### Land Details :

District: South 24-Parganas, P.S:- Dishrupur, Gram Panchayat: Rashpuria, Mouza: Nuyabad (Pin Code: 700104)

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-475	LR-140b	Bastu	Bastu	60 Dec	1/-	66,90,600/-	Property is on Road Adjacent to Metal Road
L2	LR-476	LR-140*	Bastu	Bastu	52 Dec	1/-	57,98,520/-	Property is on Road Adjacent to Metal Road.
L3	LR 477	LR-1401	Bastu	Bastu	40 Dec	1/-	44,50,400/-	Property is on Road Adjacent to Metal Road,
L4	LR-478	LR 1454	Bastu	Bastu	22 Dec	1/-	24,53,220/-	Property is on Road Adjacent to Metal Road,
<b>TOTAL :</b>					<b>174Dec</b>	<b>4/-</b>	<b>194,02,740/-</b>	
<b>Grand Total :</b>					<b>174Dec</b>	<b>4/-</b>	<b>194,02,740/-</b>	

#### Land Lord Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	<b>TIRUPATI ENCLAVE P LTD</b> 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No. : AABCT1390G, Status : Organization, Executed by: Representative, Executed by: Representative
2	<b>BHUTORIA CONSTRUCTION PVT LTD</b> 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No. : AABCB3033G, Status : Organization, Executed by: Representative, Executed by: Representative

3	<b>CHARLES COMMERCIAL PVT LTD</b> 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AABCB3033C, Status :Organization, Executed by: Representative
4	<b>SMJ EXIMP LIMITED</b> 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AAHCS2791A, Status :Organization, Executed by: Representative, Executed by: Representative
6	<b>SHIV NIKETAN PVT LTD</b> BAKRAHAT RD THAKURPUKUR, P.O: RASAPUNJA, P.S:- Bishnupur, District:-South 24 Parganas, West Bengal, India, PIN - 700104, PAN No.: AAEC3891G, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>CHARLES COMMERCIAL PVT LTD</b> 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AABCC2791A, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr ARRUN BHUTORIA (Presentant)</b> Son of Late SUMFR MULI BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: AABCT1390G Status : Representative, Representative of : TIRUPATI ENCLAVE P LTD (as DIRECTOR), BHUTORIA CONSTRUCTION PVT LTD (as DIRECTOR)
2	<b>Mrs PUSHPA BHUTORIA</b> Wife of Mr ARRUN BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: AABCC2791A Status : Representative, Representative of : CHARLES COMMERCIAL PVT LTD (as DIRECTOR), CHARLES COMMERCIAL PVT LTD (as DIRECTOR)
3	<b>Mr LALIT KUMAR BHUTORIA</b> Son of Mr PRAKASH CHAND BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S:- Shakespear Sarani, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: AAHCS2567G Status : Representative, Representative of : SMJ EXIMP LIMITED (as DIRECTOR), SHIV NIKETAN PVT LTD (as DIRECTOR)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr ALOK SAFUI</b> Son of Mr SANAT SAFUI, ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700027			

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-12 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-12 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-12 Dec

**Transfer of property for L2**

Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-10.4 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-10.4 Dec

**Transfer of property for L3**

Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-8 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-8 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-8 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-8 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-8 Dec

**Transfer of property for L4**

Sl.No	From	To, with area (Name-Area)
1	TIRUPATI ENCLAVE P LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec
2	BHUTORIA CONSTRUCTION PVT LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec
3	CHARLES COMMERCIAL PVT LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec
4	SMJ EXIMP LIMITED	CHARLES COMMERCIAL PVT LTD-4.4 Dec
5	SHIV NIKETAN PVT LTD	CHARLES COMMERCIAL PVT LTD-4.4 Dec



## Land Details as per Land Record

District: South 24-Parganas, P.S.- Bishnupur, Gram Panchayat: Rashpurja, Mouza: Noyabad Pin Code : 700104

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No- 475, LR Khatian No- 1405	Owner: তিরুপতি এনক্লেভ প্রাইভেট লিমিটেডের, Guardian: পঙ্কজ ভাইরেশ্বর, Address: 23A, এন.এস. রোড, কলকাতা-700 001 Classification: শালি, Area: 0.30000000 Acre,	TIRUPATI ENCLAVE P LTD
L2	LR Plot No- 476, LR Khatian No- 1401	Owner: চার্লস কমার্শিয়াল প্রাঃ লিমঃ, Gurdian: পুল্ল জুটোমিয়া, Address: নিজ Classification: শালি, Area: 0.52000000 ACRE	CHARLES COMMERCIAL PVT LTD
L3	LR Plot No- 477 LR Khatian No:- 1401	Owner: চার্লস কমার্শিয়াল প্রাঃ লিমঃ, Gurdian: পুল্ল জুটোমিয়া, Address: নিজ Classification: শালি, Area: 0.61000000 Acre,	CHARLES COMMERCIAL PVT LTD
L4	LR Plot No:- 478, LR Khatian No:- 1454	Owner: এস এম জে প্রক্সিম লিমিটেড পঙ্কজ ভিরেশ্বর চলিত কুমার জুতোরিয়া, Gurdian: চকান জুতোরিয়া, Address: 23A, এন.এস. রোড কলকাতা-700 001, Classification: শালি, Area 0.60000000 Acre,	SMJ EXIMP LIMITED

Endorsement For Deed Number : I - 160403823 / 2019

On 02-04-2019

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 1,94,02,740/-

*Pradipta Kishore Guha*

**Pradipta Kishore Guha**  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS

South 24-Parganas, West Bengal

On 22-04-2019

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

Presented for registration at 14:15 hrs on 22-04-2019, at the Private residence by Mr ARRUN BHUTORIA

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

Execution is admitted on 22-04-2019 by Mr ARRUN BHUTORIA, DIRECTOR, TIRUPATI ENCLAVE P LTD, 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001; DIRECTOR, BHUTORIA CONSTRUCTION PVT LTD, 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indefied 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 22-04-2019 by Mrs PUSHPA BHUTORIA, DIRECTOR, CHARLES COMMERCIAL PVT LTD, 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Benga., India, PIN - 700001, DIRECTOR, CHARLES COMMERCIAL PVT LTD, 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District: Kolkata, West Bengal, India, PIN - 700001

Indefied 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 casta Hindu, by profession Advocate

Execution is admitted on 22-04-2019 by Mr LALIT KUMAR BHUTORIA, DIRECTOR, SMJ EXIMP LIMITED, 23A N S RD, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, DIRECTOR, SHIV NIKETAN PVT LTD, BAKRAFAT RD THAKURPUKUR, P.O:- RASAPUKUR, P.S.- Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN - 700104

Indefied 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

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

On 27-05-2019

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 'A, 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 03/04/2019 2:42PM with Govt. Ref. No. 192019200001306221 on 03-04-2019, Amount Rs: 2,053/-, Bank  
AXIS Bank ( UTIB0000005), Ref. No. 10000865 on 03-04-2019, Head of Account 0030-03-104-001-15

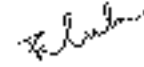
### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,821/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 39,921/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 11336. Amount: Rs. 100/-, Date of Purchase: 25/06/2019, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department: Govt. of WB Online on 03/04/2019 2:42PM with Govt. Ref No: 192019200001306221 on 03-04-2019, Amount Rs: 39,921/-, Bank: AXIS Bank ( UTR0000005), Ref. No. 10900865 on 03-04-2019, Head of Account 0030-02-103-003-02



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

