

10517/19

10363/19



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Z 745217



1904  
 1673550/19  
 Additional Registrar of Assurances-IV, Kolkata  
 5/11/19  
 By agreement and order of attorney

Year Date No. 03369 - 05/11/19  
 + (1) - 250  
 + (2) - 100  
 Total 350/-  
 Signature

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this document.

Signature  
 Additional Registrar of Assurances-IV, Kolkata

14 NOV 2019

DEVELOPMENT AGREEMENT & DEVELOPEMNT POWER OF

ATTORNEY

THIS AGREEMENT made this 5th day of November Two Thousand Nineteen (2019)

BETWEEN

10517/19

671 17-10-19

নং তার

ক্রমিক নাম

ভেঃ সাহাআলম মণ্ডল

ভেঃ

মোঃ- এ ডি.এস আর, বারুইপুৰ

জেলা- মফিৰ ২৪ পৰগণা

মলা



*Signature*  
05/11/2019

Identified by me +

Joydip Das  
S/o Jagadev Das  
51/60 Bagmati Road, KOL-54



*Signature*  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
- 5 NOV 2019



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

GRN: 19-201925-009124676-8  
GRN Date: 08/11/2019 14:52:31  
BRN: 3823868575201  
SBI ePay txn No.: 201931297487814

Payment Mode: Debit Card-VISA  
Payment Gateway: SBI ePay-State Bank of India New PG  
BRN Date: 08/11/2019 14:53:45  
SBI ePay txn Date: 08/11/2019 14:53:26

DEPOSITOR'S DETAILS

Name: ANTARUP BANERJEE  
Contact No. 07005909137  
E-mail: banerjeeup92@gmail.com  
Address: 135 Canning Street Kolkata  
User Type: Advocate  
Id No.: 19040001673550/3/2019  
Mobile No. +91 7005008137

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19040001673550/3/2019	Property Registration- Registration Fees	0030-05-104-001-10	11
2	19040001673550/3/2019	Property Registration- Steno duty	0030-05-105-003-02	50
Total Amount				61

In Words: Rupees Sixty One Only.

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

GRN: 19-201920-008940249-1

Payment Mode Online Payment

GRN Date: 05/11/2019 12:55:42

Bank: AXIS Bank

BRN: 13312911

BRN Date: 05/11/2019 12:58:28

**DEPOSITOR'S DETAILS**

Id No.: 19040001673553/5/2019

(Query No./Query Year)

Name: BHUTORIA CONSTRUCTION PVT LTD

Contact No.: 9674442155

Mobile No.: +91 9674442155

E-mail: bcp1996@gmail.com

Address: 23ANSROAD

Applicant Name: Mr Antarip Banerjee

Office Name:

Office Address:

Status of Depositor: Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement  
Payment No 5

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	19040001673553/5/2019	Property Registration- Stamp duty	0000-33-103-003-02	76020
2	19040001673553/5/2019	Property Registration- Registration Fees	0000-33-104-001-16	101

Total

75'21

In Words: Rupees: Seventy Five Thousand One Hundred Twenty One only



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Government of West Bengal

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

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040001673550/2019

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	Mrs Pushpa Bhutoria P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700071	Represent ative of Land Lord [OM Towers Private Limited ] ,[Charles Commerci al Pvt Ltd ] ,[Tirupati Carrier LTD ]		8203 	<i>Pushpa Bhutoria</i> 5.11.19.
2	Mrs Kanta Bhutoria P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700071	Represent ative of Land Lord [Tirupati Enclave Pvt Ltd ]		8204 	<i>Kanta Bhutoria</i> 5-11-19



*[Signature]*  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
- 5 NOV 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
3	Mr Arrun Bhutoria P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District-Kolkata, West Bengal, India, PIN - 700071	Representative of Developer [Bhutoria Construction Pvt Ltd		8201 	
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Joydip Das Son of Mr Jagadish Das P.O:- Kankurgachi, P.S:- Maniktala, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700054	Mrs Pushpa Bhutoria, Mrs Kanta Bhutoria, Mr Arrun Bhutoria		8205 	Joydip Das 5/11/19

(Tridip Misra)

ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal





ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
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- 1) **M/s OM TOWERS (P) 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. 6, Post Office - General Post Office, Police Station- Hare Street, Kolkata-700001, West Bengal having CIN U45201WB1996PTC081119 and PAN No. AAACD3421E, represented by its director **MRS. PUSHPA BHUTORIA** Wife of Arun Bhutoria working for gain at OM TOWERS Private Limited and having PAN AEOPB5050P, ADHAAR NO. 382769232661, by faith - Hindu, by occupation - Business, residing at Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal, India
- 2) **M/s Charles Commercial Pvt.Ltd.** a Company incorporated under the Companies Act, 1956 having its registered office at 12A, NetajiSubhas Road, Ground Floor, Room No. 07, Post Office-General Post Office, Police Station- Hare Street Kolkata-700001 having CIN U70100WB1996PTC081136 AND PAN AABCC2791A, represented by its director **MRS. PUSHPA BHUTORIA** Wife of Arun Bhutoria and having PAN AEOPB5050P, ADHAAR NO. 382769232661, by faith - Hindu, by occupation - Business, residing at Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal, India and
- 3) **M/s TIRUPATI CARRIER LIMITED** a company incorporated under the companies Act 1956 having its registered office at 23A, NetajiSubhas Road, 4<sup>th</sup> Floor, Room no. 6 Kolkata, West Bengal - 700001 having CIN - U63013WB2002PLC095192 and Pan- AABCT9173B, represented by its director **MRS. PUSHPA BHUTORIA** Wife of Arun Bhutoria working for gain at Tirupati Carrier Limited and having PAN AEOPB5050P, ADHAAR NO. 382769232661, by faith - Hindu, by occupation - Business, residing at Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal, India
- 4) **M/s TIRUPATI ENCLAVE PVT LTD.** a company incorporated under the companies Act 1956 having its registered office at 23A, NetajiSubhas Road, 4



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1<sup>st</sup> Floor, Room no.- 13 Kolkata ,West Bengal - 700001 having CIN - U70101WB1996PTC081139 PAN- AABCT1390G and, director Mrs.KANTA BHUTORIA, Wife of Prakash Chand Bhutoria working for gain at TIRUPATI ENCLAVE LIMITED and having PAN -AEOPB5052R, ADHAAR NO. 786713255269 , by faith -Hindu, by Occupation- Business, residing at Pretoria street,P.O Middleton Row, P.S Shakespeare Sarani , Kolkata-700071, West Bengal, India hereinafter collectively referred to as "THE OWNERS/PRINCIPALS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective successors or successors-in-office/interest and/or assigns) of the ONE PART.

**AND**

M/s. BHUTORIA CONSTRUCTIONS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Netaji Subhas Road, 4<sup>th</sup> Floor, Room no.- 6 Kolkata ,West Bengal - 700001, West Bengal having CIN U70101WB1996PTC081135 AND PAN AABCB3033G, represented by its director Mr.ARRUN BHUTORIA, Son of Late Sunder Mull Bhutoria working for gain at TIRUPATI CARRIER LIMITED and having PAN -ADBPJ8895J, ADHAAR NO. 701094974176 , by faith -Hindu, by Occupation- Business, residing at Pretoria street,P.O. Middleton Row, P.S. Shakespeare Sarani , Kolkata-700071 hereinafter referred to as "THE DEVELOPER/ATTORNEY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the OTHERPART:

**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 morefully and particularly described in the SCHEDULE hereunder written and include all constructions thereat and appurtenances thereof;



  
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- b "New Buildings" shall mean the individual buildings to be constructed by the Developer at the Subject Property;
- c "Developer" shall mean **BIHUTORIA CONSTRUCTIONS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Netaji Subhas Road, 4<sup>th</sup> Floor, Room no.- 6 Kolkata, West Bengal 700001, West Bengal having CIN U70101WB1996PTC081135 AND PAN AABCB3033G, represented by its director, 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 there at 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 Paschim Bishrupur 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 Owners.



  
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- 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 30% (Thirty per cent) of the Realizations as revenue sharing;
- k "DEVELOPER'S ALLOCATION" shall according to the context mean 70% (Seventy per cent) of the Realizations as revenue sharing;
- l "AGREED RATIO" shall mean the ratio of sharing or distribution of Realization as Revenue sharing and others hereunder between the Owners and the Developer which shall be 30% (Thirty per cent) belonging to the Owners jointly and 70% (Seventy 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 224.50 Decimal 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 all that piece and parcel of immovable property with a land area of 224.50 (Two Hundred Twenty Four point Five Zero) decimal, more or less, situated at *Mouza Uttar kajrihat* comprised of R.S.& L.R. Dag no. 86 in Khatian No. 1405, R.S. & L.R. Dag no. 87 in Khatian no. 1405, R.S. & L.R. Dag no 98 in Khatian No. 1405, R.S. Dag no. 99 R.S. Khatian no. 94 & L.R. Dag no 99, L.R. Khatian No 295, R.S. Dag no. 99 R.S. Khatian no 94 & L.R. Dag no 99, L.R. khatian No. 361, R.S. &





  
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L.R. Dag no. 100, L.R. Khatian no. 616,1165,1164,1243,1405 R.S. & L.R. Dag no 101, L.R. Khatian no. 1405, R.S. & L.R. Dag no 102, L.R. Khatian no. 1405, R.S. & L.R. Dag no 103, L.R. Khatian no. 1405, R.S. & L.R. Dag no 104, R.S. Khatian no. 541, L.R. Khatian No. 541,45,141,179,714,711, R.S. & L.R. Dag no 105, L.R. Khatian no. 1243, R.S. & L.R. Dag no 106, L.R. Khatian no. 1405, R.S. & L.R. Dag no 112, L.R. Khatian no. 153, R.S. & L.R. Dag No. 112, R.S. Khatian no. 51, L.R. Khatian No. 272, 568, 962, R.S. & L.R. Dag no. 112, R.S. Khatian No. 1232, R.S. & L.R. Dag no. 112, L.R. Khatian No. 1405, R.S. & L.R. Dag no. 112, R.S. Khatian no. 568 L.R. Khatian No. 1405, R.S. & L.R. Dag no. 114, R.S. Khatian no. 493, L.R. Khatian No. 1405, R.S. & L.R. Dag no. 115, , L.R. Khatian No. 12431,1. No. 22, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas more fully and collectively 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



  
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224.50 (Two Hundred Twenty Four point Five Zero only) decimal, more or less. Mouza Uttar kajirhat, R.S.& L.R. Dag no. 86 in Khatian No. 1405, R.S. & L.R. Dag no. 87 in Khatian no. 1405, R.S. & L.R. Dag no 98 in Khatian No. 1405, R.S. Dag no. 99 R.S. Khatian no. 94 & L.R. Dag no 99, L.R. Khatian No. 295, R.S. Dag no. 99 R.S. Khatian no. 94 & L.R. Dag no 99, L.R. Khatian No. 361, R.S. & L.R. Dag no. 100, L.R. Khatian no. 616,1165, 164,1243,1405 R.S. & L.R. Dag no 101, L.R. Khatian no. 1405, R.S. & L.R. Dag no 102, L.R. Khatian no. 1405, R.S. & L.R. Dag no 103, L.R. Khatian no. 1405, R.S. & L.R. Dag no 104, R.S. Khatian no. 541, L.R. Khatian No. 541.45,141,179.714,711, R.S. & L.R. Dag no 105, L.R. Khatian no. 1243. R.S. & L.R. Dag no 106, L.R. Khatian no. 1405, R.S. & L.R. Dag no 112, L.R. Khatian no. 153, R.S. & L.R. Dag No. 112, R.S. Khatian no. 51, L.R. Khatian No. 272, 568, 962, R.S. & L.R. Dag no. 112, R.S. Khatian No. 1232. R.S. & L.R. Dag no. 112, L.R. Khatian No. 1405, R.S. & L.R. Dag no 112, R.S. Khatian no. 568 L.R. Khatian No. 1405, R.S. & L.R. Dag no. 114, R.S. Khatian no. 493, L.R. Khatian No. 1405, R.S. & L.R. Dag no. 115, L.R. Khatian No. 1243 J.L. No. 22, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area. A.D.S.R Bishnupur, District South 24 Parganas District South 24 Parganas more fully and collectively described in the Schedule below, 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 Paschim Bishnupur 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



  
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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 contained hereinafter.
- 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 30% (Thirty per cent) of the Realizations as revenue sharing and the



  
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Developer shall be entitled to the Developer's Allocation being 70% (Seventy per cent) of the Realizations as revenue sharing.

- 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





  
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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



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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,



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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 he 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



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of the Building Complex and obtaining inputs, utilities and facilities therein.

- 8.9. The Developer shall deal with the Paschim Bishrupur Gram Panchayat, Zilla Parishad, KMDA, MED, Planning Authority, Panchayat Samiti, 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, CECS 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 Panchayat 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 therefor 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 Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained.





  
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- 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, can appoint marketing and sale 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 persons 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



  
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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 30% (Thirty per cent) of the Realization from the Building Complex as Revenue Sharing;
  - b. The Developer shall be entitled to a specific 70% (Seventy per cent) of the Realization from the Building Complex as Revenue Sharing.
- 10.2. The Developer shall simultaneously pay to the owners in respect of the Units or other Saleable Areas their share (as per the Agreed Ratio) in the Realization in the way described in the **SECOND SCHEDULE**.
- 10.3. 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



  
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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.

- 10.4. 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 incomings and outgoings pertaining to the Realizations from the Building Complex.
- 10.5. 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.
- 10.6. 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 thereof within 30 (thirty) days of such given date.
- 10.7 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 3 years (36) months from the date of sanction of the Building Plans with a further period of 4 months (hereinafter referred to as "the Grace Period"). It is clarified that Completion shall mean the Developer



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obtaining a completion certificate from Paschim Bishnupur 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. DEFAULTS AND CONSEQUENCES:**

- 12.1. 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.
- 12.2. 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.

## **13. COVENANTS:**

- 13.1. 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.
- 13.2. 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.



  
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**14. MISCELLANEOUS:**

- 14.1. 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.
- 14.2. In case any Khazna 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 Khazna, 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Powers 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.
- 14.6. The Owners do hereby also agree and permit the Developer to obtain loans or finances for construction of the Building Complex from



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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.

**15. POWERS OF ATTORNEY AND OTHER POWERS:**

- 15.1. 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.
- 15.2. 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.
- 15.3. It is clarified that nothing contained in the Power or Power 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.
- 15.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 15.5. 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 Owners and various applications and other documents may be required to be signed or made



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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.

15.6. The Building Complex shall be known as "BOUGAINVILLAS PHASE 2" or by such name as may be decided by the Developer.

**16. GENERAL:**

16.1. 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.

16.2. 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.

16.3. 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).



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- 16.4. 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 projects as morefully contained therein.

- A. **AND WHEREAS** in terms of the Development Agreement, the principals executing this Development Power of Attorney in favour of Developer Namely **M/s. BHUTORIA CONSTRUCTIONS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Netaji Subhas Road, 4<sup>th</sup> Floor, Room no.- 6 Kolkata, West Bengal - 700001, West Bengal having CIN U70101WB1996PTC081135 AND PAN AABCB3033G, represented by its director **MEARRIN BHUTORIA**, Son of Late Sumer Mull Bhutoria working for gain at TIRUPATI CARRIER LIMITED and having PAN -A1D1BPJ8895J, ADHAAR NO. 701094974176, by faith - Hindu, by Occupation- Business, residing at Pretoria street, P.O. Middleton Row, P.S. Shakespeare 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 or to substitute of the above named Partners), jointly and/or severally to do all acts deeds and things as and for the purpose relating to the Subject Property and the Project and the related purposes hereinafter contained.



**I. NOW KNOW YE BY THESE PRESENTS,** I the Principal above named do hereby nominate constitute and appoint the said Attorney as the true and lawful attorneys for in the name and behalf of the Principal to do execute exercise and perform all or any of the following acts deeds matters and the things relating to the Subject Property and the Project and related purposes i.e., to say:-

- 1 To manage maintain protect and secure the Subject Property and do all acts deeds and things in connection therewith.
- 2 To apply for and obtain mutation, conversion, amalgamation, separation, updating, correction, modification, alteration or other recording in respect of the Subject Property or any part thereof from the Rasapurja Gram Panchayat and PaschimBishrupur Gram Panchayat. B.L. & L.R.O., the D.L & L.R.O., Municipal authorities, ZillaParishad, Planning Authority, Development Authority, Collector, District Magistrate (including ADM) and any other appropriate authorities as may be deemed fit and proper by the Attorneys or any of them.
- 3 To accept or object to the assessments of land revenue or municipal taxes or property taxes in respect of the Subject Property or any part or share thereof and to attend all hearings and have the same finalized.
4. To pay all rates, taxes, land revenue, electricity charges, other charges expenses and other outgoings whatsoever payable in respect of the Subject property or any part thereof or the existing buildings or structures thereon or New Buildings for the time being thereon or any part or parts thereof and receive refund of the excess amounts, if paid, from the concerned authorities and to grant and discharges in respect thereof.
5. To deal with any person owing, occupying or having any right title or interest in the Subject Property or any other property adjacent to or near the Subject Property in respect of the development of the Subject Property in such manner and on such terms and conditions as the Attorneys or any of them may deem fit and proper.



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6. To deal with fully and in all manner and to warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them as the Attorneys may deem fit and proper.
7. To cause survey, soil test, excavation and other works in the Subject Property.
8. To prepare apply for and obtain sanction of new plans in respect of any New Building or Buildings or any other constructions at the Subject Property as part of the Project Site or otherwise.
9. To prepare, apply for, sign and submit plans, specifications, designs, maps and sketches for approval or sanctioning by the Paschim Bishnupur Gram Panchayat or any other concerned authorities having jurisdiction and to have the same sanctioned and if required, to have the same modified revised altered and/or renewed.
10. To pay fees and obtain sanction modification revision alteration and/or such other orders and permissions as be expedient therefor.
11. To sign and submit all declaration undertakings affidavits required by any authority for the purpose of sanction/modification/alteration/renewal of the plans for any construction at the Subject Property.
12. To apply for and obtain temporary and/or permanent connections of all services, water, electricity, telephone, gas, power, drainage, sewage, generators, transformers, lifts, septic tanks, security systems, dish antenna, towers, electronic or technical connections, mechanized parking, and/or other utilities inputs and facilities from the appropriate authorities and statutory bodies or private bodies or 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



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any other utility, input or facility in the Building Complex or any part thereof including those mentioned in the last mentioned clause hereinabove.

14. To repair, construct erect and raise boundary walls in and around the Subject Property or portions thereof and also any temporary sheds and spaces for storage of building materials and running of site office and to construct any other structure for the Project or any part thereof.
15. To carry out any Development Activity including construction, addition, alteration, demolition, erection, re-erection, demolition, addition or alteration and any other related activity at the Subject Property or any part thereof.
16. To apply for and obtain all permissions, approvals, licenses, registrations, clearances, no objection certificates, quotas, subsidies, incentives, exemptions, discounts, waivers, entitlements and allocations of cement, steel, bricks and other building materials, in respect of the Project and/or in respect of any input utility or facility to be installed, run, made operative and managed through 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, basic consultants, chartered accountants, supervisors, security guards, personnel and/or such other persons or agents as may be required in respect of the Project or any aspect or part thereof including for survey and soil testing and also for preparation, modification, alterations, sanctioning extension, revalidation etc, of plans or approvals or clearances and also for any Development Activity and for the other purposes herein stated on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.



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18. To appoint or collaborate with organizations and process in connection with Facility Management, Common Area Management and any other Assembly Commercial or Mercantile uses on such terms and conditions as the Attorneys or any of them may deem fit and proper and to cancel, alter or revoke the any such appointment or collaboration.
19. To do all necessary acts deeds matters and things for complying with all laws rules regulations bye-laws ordinances etc., for the time being in force with regard to the Project.
20. To apply for and obtain Occupancy or Completion Certificate and the other certificates as may be required from the concerned authorities.
21. To insure and keep insured the New Beginnings and other Development Activities or any part thereof or any materials equipment or machineries against loss or damage by fire earthquake and/or other risks, if and as be deemed necessary and/or desirable by the Attorneys or any of them and to pay all premiums there for.
22. To obtain loans and finance in respect of any aspect of the Project or any Development Activity from any Banks and/or the Financial Institutions by mortgaging and charging the Developer's Allocation in the New Buildings in accordance with the terms and conditions of the Development Agreement and without however creating any financial obligation upon the Principals.
23. To deal with banks and finances and/or their officers and/or assigns in connection with the repayment of dues and to obtain any no objection certificates, consents, conditional consents, clearances, releases, redemptions from them.
24. To produce or give copies of any original title deed or document relating to the Subject Property.
25. To deal with Transfer and/or part with possession of the Transferable Areas with proportionate share in land of whole or part the Subject Property and other appurtenances.



  
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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 therefor to fully exonerate the person or persons paying the same.
30. To negotiate, take bookings and applications of whatsoever nature in respect of Transfer of any Transferable Areas and if necessary to amend, modify, alter or cancel the same in terms of the Development Agreement.
31. To receive the amounts receivable in respect of any Transfer made in terms of Development Agreement and issue receipts, acknowledgements and discharges therefore and to fully exonerate the person or persons paying the same. The owners' allocations of the received amount will be deposited in the Bank account of the owners.
32. To prepare sign execute and/or deliver all papers, documents, agreements, supplementary agreements, nominations, assignments, sale



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deeds, conveyances, leases, licenses, mortgages, charges, tenancies, declarations, forms, receipts and such other documents and writings in any manner as be required to be so done and as may be deemed fit and proper by the Attorneys or any of them in respect of the Transfer of Transferable Areas.

33. To enforce any covenant in any agreement deed or any other contracts or documents of transfer executed by the Principals and the Developer and to Exercise all rights and remedies available to the Principals and the Developer there under.
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 living jurisdiction and to deal with such authority and/or persons having jurisdiction and to deal with such authority and/or authorities in such manner as the Attorneys or any of them may deem fit and proper.
37. To deal with any claim of any third party in respect of the Subject Property and to oppose or settle the same.
38. To look after all or any of the acts relating to Common Purposes including the management, maintenance and administration of the Building Complex and to form any Association, Society, Syndicate, Company or other body for the Common Purposes.



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a. To contest or challenge any proceeding relating to vesting or acquisition or requisition or relating to any encumbrance, obligation or liability on the Subject Property or any part thereof and to attend hearings and object or settle with them and to receive compensation and other moneys payable in respect of acquisition and/or requisition. Of the Subject Property or any part thereof and utilize the same in accordance with the terms and conditions of the Development Agreement.

39. To deal with the Government of the West Bengal or any department or authority in connection with the compliance of any existing or new laws or provisions affecting the Project.
40. For all or any of the purposes herein stated to appear and represent the Principal before the Rasapurja Gram Panchayat and PaschimBishnupur Gram Panchayat, Kolkata Improvement Trust, ZillaParishad, MED, Collector, Dist. Magistrate, ADM, Municipality/ Panchayat, Fire Brigade, Planning Authority, Development Authority, the Authorized Officer under the West Bengal (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, the authorities under The West Bengal Apartment Ownership Act, Registrar of Co-operative any other Society, Registrar of Companies, the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976; the authorities under the West Bengal Land Reforms Act, West Bengal Estate Acquisition Act, Town and Country (Planning and Development) Act, Apartment Ownership Act, Societies Registration Act, Co-operative Societies Act, Companies Act, Development Authority, Pollution Control Authorities, Environment Authorities, Licensing Authorities, Police Authorities, Traffic Department, Directorate of Fire Services, Directorate of Lifts, Directorate of Electricity, Insurance Companies, Electricity, Water and other services provider organizations, Land Acquisition Collector and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, land and other authorities and all



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

41. 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.
42. To commence prosecute enforce defend answer and oppose all actions suits writs appeals revision, review, arbitration proceedings and other legal proceedings and demands civil, criminal or revenue concerning and/or touching any of the matters herein stated and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue, Arbitration Tribunal, any other Tribunal, Collector, Judicial or Quasi-Judicial authorities and forums, Statutory authorities, presiding officers, authorized officers etc. to sign declare verify and/or affirm any plaint, written statement, petition, application, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding and to adduce oral and documentary evidences as the occasion shall require and/or as the Attorneys or any of them may think fit and proper.
43. To apply for, obtain, accept and receive any original or copies of clearances, certificates, permissions, no objections, licenses, notices summonses and services of papers from any Court, Tribunal, postal authorities and/or persons.



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44. To receive refund to express amount of fee or other amounts, if any, paid for the purposes herein stated and to give valid and effectual receipts in respect thereof.
45. 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.
46. For better and more effectually exercising the powers and authorities aforesaid to retain appoint and employ Advocates, Pleaders, Solicitors, Mukhtars and to revoke such appointments.

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

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

**AND** it is clarified that while exercising the powers and authorities hereby conferred on the said Attorneys, they or any of them shall not do any act deed 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.

#### **PART-IV # SCHEDULES**

##### **THE FIRST SCHEDULE ABOVE REFERRED TO:**

(said property)

**ALL THAT** piece and parcel of land containing an area of 224.50 (Two Hundred Twenty Four point Five Zero only) decimal, more or less, *Manza* Uttar kajihat, R.S. & L.R. Dag no. 86 in Khatian No. 1405 (land measuring about 2.50 Decimals), R.S. & L.R. Dag no. 87 in Khatian no. 1405 (land measuring about 3.4 Decimals), R.S. & L.R. Dag no 98 in Khatian No.



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1405(land measuring about **8.80 Decimals**), R.S. Dag no. 99 R.S. Khatian no. 94 & L.R. Dag no 99, L.R. Khatian No. 295. R.S. Dag no. 99 R.S. Khatian no. 94 & L.R. Dag no 99, L.R. Khatian No. 361(land measuring about **35 Decimals**). R.S. & L.R. Dag no. 100, L.R. Khatian no. 616,1165,1164,1243,1405 (land measuring about **97.70 Decimals**) R.S. & L.R. Dag no 101, L.R. Khatian no. 1405 (land measuring about **2.40 Decimals**), R.S. & L.R. Dag no 102, L.R. Khatian no. 1405 (land measuring about **2.50 Decimals**), R.S. & L.R. Dag no 103, L.R. Khatian no. 1405 (land measuring about **2.90 Decimals**), R.S. & L.R. Dag no 104, R.S. Khatian no. 541, L.R. Khatian No. 541,45,141,179,714,711. (land measuring about **8.90 Decimals**) R.S. & L.R. Dag no 105, L.R. Khatian no. 1243 (land measuring about **09 Decimals**), R.S. & L.R. Dag no 106, L.R. Khatian no 1405(land measuring about **2.10 Decimals**), R.S. & L.R. Dag no 112, L.R. Khatian no. 153, R.S. & L.R. Dag No. 112, R.S. Khatian no. 51, L.R. Khatian No. 272, 568, 962, R.S. & L.R. Dag no 112, R.S. Khatian No. 1232, R.S. & L.R. Dag no. 112, L.R. Khatian No. 1405, R.S. & L.R. Dag no. 112, R.S. Khatian no. 568 L.R. Khatian No. 1405(land measuring about **48.40 Decimals**), R.S. & L.R. Dag no. 114, R.S. Khatian no. 493, L.R. Khatian No. 1405(land measuring about **0.30 Decimal**), R.S. & L.R. Dag no. 115, , L.R. Khatian No. 1243(land measuring about **34 Decimal**) J.L. No. 22, Police Station Bishnupur, within the limits of Paschim Bishnupur Gram Panchayat area, A.D.S.R Bishnupur, District South 24 Parganas District South 24 Parganas

And butted and bounded as follows.

On the North:	R.S. Dag No. 106(P)
On the South:	12M Wide Road
On the East:	R.S. Dag No. 109, 110(p), 111(P), 112(P), 115(P), 114(P)
On the West:	R.S. 106(P), 98(P), 87(P)

**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)



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R.S. Dag No.	L.R. Dag No.	Property being Developed	Area Owned by OTPL	Area Owned by CCPL	Area owned by TCL	Area owned by TEPL
86	86	2.50	2.50	00.00	00.00	00.00
87	87	3.40	3.40	0.00	00.00	0.00
98	98	8.80	8.80	00.00	00.00	0.00
99	99	35.00	00.00	35.00	00.00	00.00
100	100	97.70	10.70	00.00	00.00	87.00
101	101	2.40	2.40	00.00	00.00	00.00
102	102	2.50	2.50	00.00	00.00	00.00
103	103	2.90	00.00	00.00	00.00	00.00
104	104	8.90	00.00	00.00	00.00	8.90
105	105	9.00	00.00	9.00	00.00	00.00
106	106	2.10	2.10	00.00	00.00	00.00
112	112	48.40	00.00	00.00	00.00	48.40
114	114	0.30	00.00	00.00	0.30	00.00
115	115	0.60	00.00	00.60	00.00	00.00
<b>Total</b>		<b>224.50</b>	<b>35.30</b>	<b>44.60</b>	<b>0.30</b>	<b>144.3</b>

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**OWNERS' ALLOCATION** shall according to the context mean 30%

(Thirty per cent) of the Realizations as Revenue Sharing

**DEVELOPER'S ALLOCATION** shall according to the context mean 70% (Seventy per cent) of the Realizations as Revenue Sharing

PAYMENT SCHEDULE	AMOUNT (IN PERCENTAGE)	OWNER'S SHARE	DEVELOPER'S SHARE
ALLOTMENT MONEY	10% - GST	5%	5%
AGREEMENT MONEY	10% +GST	5%	5%
COMPLETION OF FOUNDATION	20%+GST	10%	10%
COMPLETION	15% +GST	7.5%	7.5%



OF ASSURANCES, KOLKATA  
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OF GROUND FLOOR ROOF CASTING OF THE UNIT			
COMPLETION OF 1ST FLOOR ROOF CASTING OF THE UNIT	15% +GST	00	15%
COMPLETION OF THE BRICK WORK OF THE UNIT	10%+GST	00	10%
COMPLETION OF FLOORING OF THE UNIT	5% +GST	00	5%
COMPLETION OF POP, ELECTRICAL, SANITARY, AND PLUMBING FITTING OF THE UNIT	5%-GST	00	5%
POSSESSION	10%+GST	2.5%	7.5%
TOTAL	100%	30%	70%

**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.



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KOLKATA  
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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. 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.



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**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.



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- 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/dining, kitchen and toilets.



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- Concealed wiring with DB of reputed brand.
- Doorbell point at the main entrance door.
- Modular switches of reputed brand

(All above specifications, facilities & amenities are tentative and may change as required by Architect and Developer and appropriate for the project)

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Internal Agreed Proportion)**

SL. NO.	NAME OF THE COMPANY	SHARE OF EACH COMPANY
1	OM TOWERS Pvt. Ltd	16%
2	Charles Commercial Private Limited	20%
3	Tirupati Carrier Limited	1%
4	Tirupati Enclave Private Limited	63%
<b>Total</b>		<b>100%</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



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OF ASSURANCES-IV, KOLKATA  
5 NOV 2019



- 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 WBSEL/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 (Goods 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.

**STATUTORY PARA FOR DEVELOPMENT AGREEMENT**



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OF ASSURANCES-IV, KOLKATA  
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Be it noted that by this Development Agreement and the related Development Power of Attorney, the Developers shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the part of the property under schedule. This Development Agreement and the related Development Agreement Power of Attorney shall never be treated as the Agreement/ final document for transfer of property between the owner and the developer in anyway. This clause shall have overriding effect above written in these documents contrary to this clause.

**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 **OWNERS** at Kolkata in the presence of:

1. *Kanaka*  
*(H 317 42-1111)*  
 6, Old post office  
 Kol-2

2. Joy dip Das  
 59/60 Bagmari Road,  
 Kol-59

*Kanta Bhutera*  
*Pushpa Bhutoria*

**OWNER**  
**(AUTHROIZED**  
**REPRESENTATIVE OF OM**  
**TOWERS PVT. LTD,**  
**CHARLES COMMERCIAL**  
**PVT LTD, TIRUPATI**  
**CARRIERS PVT**  
**LIMITED, TIRUPATI**  
**ENCLAVE PRIVATE**  
**LIMITED)**



  
ADDITIONAL REGISTRAR  
OF ASSURANCES, WESTBENGAL  
- 5 NOV 2019

20/10/17

(1) ~~Antarup Banerjee~~  
~~(Adv. H. No. 10)~~

(2) Jaydip Das



DEVELOPER

(AUTHORIZED

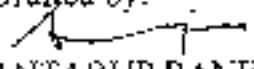
REPRESENTATIVE OF

BHUTORIA

CONSTRUCTIONS

PVT LTD)

Drafted by:-



ANTARUP BANERJEE

Advocate.

Calcutta High Court,

Enrollment No.- D/1913/2017



  
ADDITIONAL REGISTRAR  
OF ASSURANCES-KOLHATA  
- 5 NOV 2019

**SPECIMEN FORM FOR TEN FINGERPRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Pushpa Bhutoria



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature Kanta Bhutoria



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
<b>LEFT HAND</b>					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
<b>RIGHT HAND</b>					

Signature [Handwritten Signature]



  
ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
- 5 NOV 2019





আধার

জাতীয় নিরাপত্তা পরিষদ প্রাধিকরণ

Union Information Authority of India

সিদ্ধান্ত: ৪, টিএন সিআ ইউটি  
মিডলটন রো, মিডলটন রো, কোলকাতা  
পশ্চিম বঙ্গ

Address: Building: 4, Street/  
Road/Lane: PRETORIA  
STREET, Village/Town/City  
Middleton Row, District  
Kolkata, P.O. Middleton  
Row, State: West Bengal  
Pin Code: 700071

7867 1325 5269



1947  
1630 300 1947



help@uidai.gov.in



www.uidai.gov.in





ভারত সরকার

Government of India



কান্ত ভুতোরিয়া

KANTA BHUTORIA

পিতা : পুনাম চাঁদ বারদিয়া

Father : PUNAM CHAND BARDIA

জন্মতারিখ / DOB: 02/10/1961

মহিলা / Female

7867 1325 5269



আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India

পুষ্প ভূতরীয়া

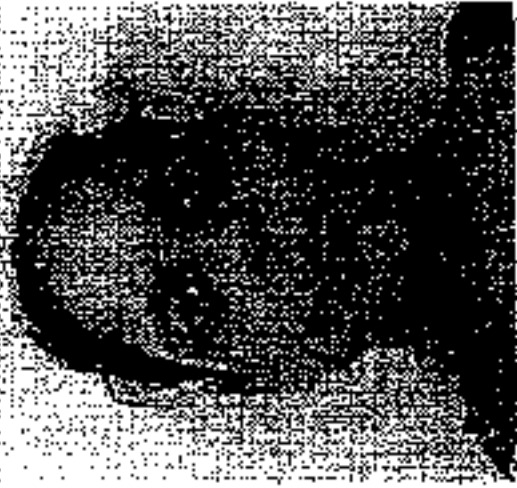
Pushpa Bhutoria

পিতা : বিজয় সিং বোকারিয়া

Father : Bijoy Singh Bokaria

জন্মতারিখ / DOB: 17/06/1964

মহিলা / Female



3827 6923 2661

আধার - সাধারণ মানুশের অধিকার



आधार

सिक्काना: 8, प्रिंसेसिया स्ट्रीट

मिडल्टन रो, मिडल्टन रो, कोलकाता

गण्डिका थक,

ভারতীয় পরিচয় পরিষদ

Unique Identification Authority of India

Address: Building: 4, Street/

Road/Lane: PRETORIA

STREET, Village/Town/City.

Middleton Row, District.

Kolkata, P.O.: Middleton

Row, State: West Bengal,

PinCode: 700071

3827 6923 2661



1947

1800-360-1947



help@uidai.gov.in



www.uidai.gov.in



w/o - Arjun Bhutoria.

PERMANENT ACCOUNT NUMBER  
AABCT1399G



TRIPATHI ENCLAVE PVT LTD

10/10/1999

*Handwritten signature*

SECRETARY

COMMISSIONER OF INCOME TAX

10/10/1999  
10/10/1999  
10/10/1999  
10/10/1999  
10/10/1999

In case of any difficulty, please refer to  
the following party:  
Joint Commissioner of Income Tax (Sd/O & T) Kolkata,  
K-1,  
Canning Street, Kolkata-700 001.



সরকারের কার্যালয়  
GOVERNMENT OF INDIA



অর্থাৎ নাম  
Joydip Das  
জন্মতারিখ/DOB: 27/09/1995  
পুরুষ/ MALE  
Mobile No: 9339292623



**2784 8199 6951**  
UID : 9118 4160 7242 8193

আমার আধার, আমার পরিচয়

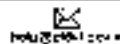


আমার আধার...

সংসদীয় জনসংস্পর্ক কেন্দ্র  
UNICEF MEMBERSHIP AND SUPPORT OF INDIA

ঠিকানা:  
ব্লক-১, ফ্লোর-১০, ৫৯/৬০, বাগহারী রোড, কলকাতা,  
পশ্চিম বঙ্গ - ৭০০০৫৪

Address:  
BLOCK-1, FLAT-10, 59/60, BAGHARI ROAD,  
Kankurachhi, Kolkata,  
West Bengal - 700054



PO Box No 947  
Kolkata-700 048





নাম: সৌম্য  
 পিতা: সৌম্য কলিতা  
 পিতা: SUMER KULL BHLTONIA

স্বাক্ষর: 2008/2009/1981  
 পেশা: Male



7010 9497 4176

আধার - সাধারণ মানুষের অধিকার



স্বাক্ষর: সৌম্য কলিতা  
 পিতা: সৌম্য কলিতা, পিতা: সৌম্য কলিতা  
 পিতা: সৌম্য

Address: Building 4, Street  
 Road, Lane: PAF TORIA  
 STREET, Maliktoan/City:  
 Maliktoan Row, District:  
 Ko Kara, P.C. Maliktoan  
 Row, State: West Bengal  
 PinCode: 700011

7010.9497.4176

18/10/2014

18/10/2014

18/10/2014

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



व्यक्ति सेवा प्रदाता को  
Registered Account Number Card

ADBPJ8835J

नाम Name  
ANURAG SHUTORA

(जहाँ नाम Father's Name)  
SUNDR KULL SHUTORA

जन्म तिथि Date of Birth  
28/05/1981

Signature



1302017

स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER  
AABC3033G



संस्था का नाम / NAME  
BHILTORIA CONSTRUCTION PVT LTD

संस्था का गठन तिथि / DATE OF INCORPORATION/FORMATION  
30-08-1998

संस्था का नाम / NAME

COMMISSIONER OF INCOME TAX, W.D.

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

TIRUPATI CARRIER LTD



18/09/2002  
PAN Number  
AABCT9173B

आयकर विभाग को भेजने के लिए  
आयकर विभाग, सी.ए.सी. बिल्डिंग,  
प्लॉट नं. 1, सेक्टर 11, सी.ए.डी. डेवलप  
नई दिल्ली - 110054  
यह पत्र को भेजने के लिए भेजा जा रहा है।  
आयकर विभाग, सी.ए.सी. बिल्डिंग,  
प्लॉट नं. 1, सेक्टर 11, सी.ए.डी. डेवलप,  
नई दिल्ली - 110054

वर्तमान अकाउंट नंबर PERMANENT ACCOUNT NUMBER  
AABCC2701A



कंपनी का नाम NAME  
CHARLES COMMERCIAL PVT LTD

स्थापना/संस्थापना की तिथि DATE OF INCORPORATION/FORMATION  
20-08-1986

*(Signature)*

सहायक आयुक्त, ए. टी. डी.

COMMISSIONER OF INCOME TAX, W D XI

NE 104 107 PERMANENT ACCOUNT NUMBER  
AAAC 03421E



NA 104:  
DN TOWERS PRIVATE LIMITED

ਦਿੱਖਾਏ ਗਏ ਟਿੱਕੇ - DATE OF ACCOUNTING PERIOD  
5G-00-1598

ਜੇ. ਐਚ. ਡੀ. ਐਸ.  
COMMISSIONER OF INCOME TAX, PUNJAB

ਪਤਾ: ਡੀ. ਟੀ. ਟਾਵਰਜ਼ ਪ੍ਰਾਈਵੇਟ ਲਿਮਿਟਿਡ  
ਕਮਿਊਨਿਟੀ ਕੋ-ਓਪਰੇਟਿਵ ਸਕੀਮ ਨੰਬਰ 4  
ਸਿਟੀ ਕਾਲੋਨੀ ਆਪਾਰਟਮੈਂਟ (ਏ) ਫੇਜ਼ 1, ਏ. ਏ. ਏ. ਏ.  
ਲਾਹੌਰ  
ਫੋਨ ਨੰਬਰ - 750 260.

1. ਡੀ. ਟੀ. ਟਾਵਰਜ਼ ਪ੍ਰਾਈਵੇਟ ਲਿਮਿਟਿਡ, ਡੀ. ਟੀ. ਟਾਵਰਜ਼ ਪ੍ਰਾਈਵੇਟ ਲਿਮਿਟਿਡ,  
ਕਮਿਊਨਿਟੀ ਕੋ-ਓਪਰੇਟਿਵ ਸਕੀਮ ਨੰਬਰ 4,  
ਸਿਟੀ ਕਾਲੋਨੀ ਆਪਾਰਟਮੈਂਟ (ਏ) ਫੇਜ਼ 1, ਏ. ਏ. ਏ. ਏ.,  
ਲਾਹੌਰ  
ਚੈਂਜਿੰਗ ਸਕਵੇਰ,  
ਕਾਨਕੋ - 100 261.

### Major Information of the Deed

Deed No :	I-1904-10363/2019	Date of Registration	14/11/2019
Query No / Year	1904-0001673550/2019	Office where deed is registered	
Query Date	01/11/2019 2:22:40 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Antarup Datterjee 135 Canning Street, Kolkata, Thana : Burrabazar, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7305008137, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney, Rs. 0/-, [4308] Other than Immovable Property, Agreement, [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 26/-	Rs. 6,78,88,800/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(c))	Rs. 112/- (Article:E, E, E, M(a), M(b), I)		
Remarks			

### Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: PASCHIM BISHNUPUR, Mouza: Uttar Kajineta, JI No: 22, Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-86		Banglow	Bastu	2.5 Dec	2/-	7,56,000/-	Property is on Road Adjacent to Metal Road
L2	RS-87		Banglow	Bastu	3.4 Dec	2/-	10,28,160/-	Property is on Road Adjacent to Metal Road.
L3	RS-88		Banglow	Bastu	6.8 Dec	2/-	26,51,120/-	Property is on Road Adjacent to Metal Road.
L4	RS-89		Banglow	Bastu	35 Dec	2/-	1,05,84,000/-	Property is on Road Adjacent to Metal Road.
L5	RS-100		Banglow	Bastu	97.7 Dec	2/-	2,95,44,480/-	Property is on Road Adjacent to Metal Road.
L6	RS-101		Banglow	Bastu	2.4 Dec	2/-	7,25,760/-	Property is on Road Adjacent to Metal Road
L7	RS-102		Banglow	Bastu	2.5 Dec	2/-	7,56,000/-	Property is on Road Adjacent to Metal Road
L8	RS-103		Banglow	Bastu	2.9 Dec	2/-	8,76,960/-	Property is on Road Adjacent to Metal Road.
L9	RS-104		Banglow	Bastu	8.9 Dec	2/-	26,81,360/-	Property is on Road Adjacent to Metal Road.
L10	RS-105		Banglow	Bastu	9 Dec	2/-	27,21,500/-	Property is on Road Adjacent to Metal Road.

L11	RS-106	Banglow	Bastu	2.1 Dec	2/-	6,35,040/-	Property is on Road Adjacent to Metal Road
L12	RS-112	Banglow	Bastu	48.1 Dec	2/-	1,46,26,160/-	Property is on Road Adjacent to Metal Road,
L13	RS-114	Banglow	Bastu	0.3 Dec	2/-	90,720/-	Property is on Road Adjacent to Metal Road,
L14	RS-115	Banglow	Bastu	0.6 Dec	2/-	1,51,440/-	Property is on Road Adjacent to Metal Road,
		<b>TOTAL :</b>		<b>224.5Dec</b>	<b>28 /-</b>	<b>678,88,800 /-</b>	
		<b>Grand Total .</b>		<b>224.5Dec</b>	<b>28 /-</b>	<b>678,88,800 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>OM Towers Private Limited</b> P.O.- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AAACC3421E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Charles Commercial Pvt Ltd</b> P.O.- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No. : AABCG2/91A, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>Tirupati Carrier LTD</b> P.O.- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AABCT9173B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>Tirupati Enclave Pvt Ltd</b> P.O.- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.: AABCT1390G, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Bhutarla Construction Pvt Ltd</b> P.O.- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No. : AABC33023G, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mrs Pushpa Bhutoria</b> Wife of Mr Arun Bhutoria P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata West Bengal, India, PIN - 700071. Sex: Female, By Caste Hindu, Occupation Business, Citizen of India, PAN No.: AEOPB5050P, Aadhaar No: 38xxxxxxxx2661 Status : Representative Representative of : OM Towers Private Limited (as Director), Charles Commercial Pvt Ltd (as Director), Tirupati Carrier LTD (as Director)
2	<b>Mrs Kanta Bhutoria</b> Wife of Mr Prakash Chand Bhutoria P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Female By Caste Hindu, Occupation, Business, Citizen of India, PAN No.: AEOPB5052R, Aadhaar No: 78xxxxxxxx5269 Status : Representative, Representative of : Tirupati Enclave Pvt Ltd (as Director)
3	<b>Mr Arun Bhutoria (Presentant)</b> Son of Late Sumer Mull Bhutoria P.O:- Middleton Row, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business Citizen of India, PAN No.: ADBPJ6896J Aadhaar No: 70xxxxxxxx4176 Status : Representative, Representative of Bhutoria Construction Pvt Ltd (as Director)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Joydip Das</b> Son of Mr Jagadish Das P.O Konkurgachi, F.S:- Maniktala, Kolkata, District:Kolkata, West Bengal, India, PIN - 700054			

Identifier Of Mrs Pushpa Bhutoria, Mrs Kanta Bhutoria, Mr Arun Bhutoria

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-2.5 Dec

**Transfer of property for L10**

Sl.No	From	To, with area (Name-Area)
1	Charles Commercial Pvt Ltd	Bhutoria Construction Pvt Ltd-9 Dec

**Transfer of property for L11**

Sl.No	From	To, with area (Name-Area)
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-2.1 Dec

**Transfer of property for L12**

Sl.No	From	To, with area (Name-Area)
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-12.1 Dec
2	Charles Commercial Pvt Ltd	Bhutoria Construction Pvt Ltd-12.1 Dec
3	Tirupati Carrier LTD	Bhutoria Construction Pvt Ltd-12.1 Dec

4	Tirupati Enclave Pvt Ltd	Bhutoria Construction Pvt Ltd-12.1 Dec
<b>Transfer of property for L13</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Tirupati Carrier LTD	Bhutoria Construction Pvt Ltd-0.3 Dec
<b>Transfer of property for L14</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Charles Commercial Pvt Ltd	Bhutoria Construction Pvt Ltd-0.6 Dec
<b>Transfer of property for L2</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-3.4 Dec
<b>Transfer of property for L3</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-8.8 Dec
<b>Transfer of property for L4</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Charles Commercial Pvt Ltd	Bhutoria Construction Pvt Ltd-35 Dec
<b>Transfer of property for L5</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-19.54 Dec
2	Charles Commercial Pvt Ltd	Bhutoria Construction Pvt Ltd-0.77 Dec
3	Tirupati Enclave Pvt Ltd	Bhutoria Construction Pvt Ltd-68.39 Dec
<b>Transfer of property for L6</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd 2.4 Dec
<b>Transfer of property for L7</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-2.5 Dec
<b>Transfer of property for L8</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	OM Towers Private Limited	Bhutoria Construction Pvt Ltd-2.9 Dec
<b>Transfer of property for L9</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Tirupati Enclave Pvt Ltd	Bhutoria Construction Pvt Ltd-8.9 Dec

On 01-11-2019

**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 6,78,88 800/-



Tridip Misra  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 05-11-2019

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

Presented for registration at 19:50 hrs on 05-11-2019, at the Private residence by Mr Arun Bhutonia .

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

Execution is admitted on 05-11-2019 by Mrs Pushpa Bhutaria, Director, OM Towers Private Limited (Private Limited Company), P.O:- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal India, PIN - 700001. Director, Charles Commercial Pvt Ltd (Private Limited Company), P.O.- General Post Office, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal India, PIN - 700001 Director, Tirupati Carlier LTD (Others), P.O- General Post Office, P.S.- Hare Street, Kolkata, District: Kolkata, West Bengal, India, PIN - 700001

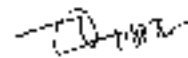
Identified by Mr Joydip Das, ., Son of Mr Jagadish Das, P.O: Kankurgachi Thana Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL India, PIN - 700054, by caste Hindu, by profession Advocate

Execution is admitted on 05-11-2019 by Mrs Kanta Bhutonia, Director, Tirupati Enclave Pvt Ltd, P.O:- General Post Office, P.S.- Hare Street, Kolkata, District -Kolkata, West Bengal, India, PIN - 700001

Identified by Mr Joydip Das, ., Son of Mr Jagadish Das, P.O: Kankurgachi, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL India, PIN - 700054, by caste Hindu, by profession Advocate

Execution is admitted on 05-11-2019 by Mr Arun Bhutaria, Director, Bhutaria Construction Pvt Ltd (Private Limited Company), P.O- General Post Office, P.S - Hare Street Kolkata, District -Kolkata, West Bengal, India, PIN - 700001

Identified by Mr Joydip Das, ., Son of Mr Jagadish Das, P.O. Kankurgachi, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL India, PIN - 700054, by caste Hindu, by profession Advocate



Tridip Misra  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 06-11-2019

**Payment of Fees**

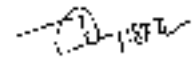
Certified that required Registration Fees payable for this document is Rs 112/- ( E = Rs 28/- J = Rs 56/- M(a) = Rs 25/- M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department: Govt of WB Online on 05/11/2019 12:56PM with Govt. Ref. No. 152019200089402431 on 05-11-2019, Amount Rs: 101/- Bank: AXIS Bank ( 01180000005) Ref No. 1331291 on 05-11-2019, Head of Account 0033-33-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,070/- and Stamp Duty paid by online = Rs 75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2019 12:56PM with Govt. Ref. No: 192019200089402491 on 05-11-2019, Amount Rs: 75,020/-, Bank: AXIS Bank ; U11B0000005), Ref. No. 13312911 on 05-11-2019, Head of Account 0030-02-103-003-02



**Tridip Misra**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**

**Kolkata, West Bengal**

On 14-11-2019

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 4B (g) of Indian Stamp Act 1898.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 112/- ( E = Rs 28/- ,J = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 11/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/11/2019 2:53PM with Govt. Ref. No: 192019200091246768 on 08-11-2019, Amount Rs: 11/-, Bank: SBI EPay ( SBIEPay) Ref. No. 3823868575201 on 08-11-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs 75,070/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 50/-

**Description of Stamp**

1 Stamp, Type: Impressed Serial no 671 Amount Rs.50/-, Date of Purchase: 17/10/2019, Vendor name: S A Mondal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/11/2019 2:53PM with Govt. Ref. No: 192019200091246768 on 08-11-2019, Amount Rs: 50/-, Bank: SBI EPay ( SBIEPay) Ref. No. 3823868575201 on 08-11-2019, Head of Account 0030-02-103-003-02



**Tridip Misra**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**

**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 518753 to 518820

being No 190410363 for the year 2019.



Digitally signed by TRIDIP MISRA  
Date: 2019.11.23 13:46:44 +05:30  
Reason: Digital Signing of Deed.

(Tridip Misra) 23-11-2019 13:46:26  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)