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No. 809/2019
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 of 1328029/19
 20/08/19 at Bhubaneswar
 7.30 pm
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AB 845869

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 for registration and tak. the photo
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 Dist Sub-Registrar, Bhubaneswar

22 AUG 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 30th day of August..... Two
 Thousand Nineteen (2019)

2113


5 AUG 2019

Filed to...
of...
Rupook...

ALOK SAFUI
Advocate, Alipore Police Court
Kolkata - 27

V. E. - 809/19


Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs. - Kolkata

Presentant by:-

Lalit Kumar Bhutonia
1826
20/8/19
Lalit Kumar Bhutonia



Bibhudatta Panda.

1827
20/8/19



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District- South 24 Parganas

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Identified by me -
Apariti Basman
To Mrinmay Basman
Baramitra para,
Kalna,
Burdwan
PIN- 713403

BETWEEN

- 1) **OM TOWERS (P) LIMITED** a Company incorporated under the Companies Act, 1956 having its registered office at 23A, N.S. Road, 4th Floor, Room No. 6, Post Office - General Post Office, Police Station- Hare Street, Kolkata-700001, West Bengal having CIN U45201WB1996PTC081119 and PAN No. AAACO3421E, represented by its director **MR. LALIT KUMAR BHUTORIA** son of Prakaash Chand Bhutoria working for gain at OM TOWERS Private Limited and having PAN AFVPB8282R, by faith - Hindu, by occupation - Business, residing at Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071, West Bengal and
- 2) **M/s Charles Commercial Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 having its registered office at 12A, Netaji Subhas 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 **Mr. LALIT KUMAR BHUTORIA** son of Mr. Prakaash Chand Bhutoria working for gain at M/s Charles Commercial Pvt. Ltd, and having PAN AFVPB8282R, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071 and
- 3) **M/s SMJ EXIMP LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, Netaji Subhas Road, 4th Floor, Room No. 06, Post Office - General Post Office, Police Station- Hare Street, Kolkata-700001 having CIN U70102WB1988PLC045113 AND PAN AAHCS2567G, represented by its director **Mr. LALIT KUMAR BHUTORIA** son of Mr. Prakaash Chand Bhutoria working for gain at M/s SMJ Eximp Ltd, and having PAN AFVPB8282R, by faith - Hindu, by occupation



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Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata - 700071 and hereinafter collectively referred to as "**THE OWNERS**" (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. AKANKSHIT COMMODITIES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapurja, Police Station Bishnupur, Dist. 24 Pasarganas (South), Kolkata-700104, West Bengal having CN U52100WB2014PTC200828 AND PAN AAMCA5223C, represented by its director **MR. BIBHUDUTTA PANDA** son of Gouri Shankar Panda working for gain at Akankshit Commodities Private Limited and having PAN AKCPP4341B, by faith – Hindu, by occupation – Business, residing at College Road, Rangadhapa, Sundargarh, Rangadhapa. PIN- 770002, Odisha hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **OTHER PART**;

PART-I # DEFINITIONS:

1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-
 - a "Subject Property" shall mean the pieces or parcels of contiguous and adjacent lands in one combined parcel more fully and particularly described in the **SCHEDULE** hereunder written and include all constructions thereat and appurtenances thereof;
 - b "New Buildings" shall mean the individual buildings to be constructed by the Developer at the Subject Property;
 - c "Developer" shall mean: **AKANKSHIT COMMODITIES PRIVATE LIMITED**, a Company incorporated under the



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Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24 Paraganas (South), Kolkata-700104 having CIN U52100WB2014PTC200828 AND PAN AAMCA5223C, 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 Rasapunja 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 persons 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 7% (Seven per cent) of the Realizations as revenue sharing;
- k "DEVELOPER'S ALLOCATION" shall according to the context mean 93% (Ninety three 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 93% (Ninety three per cent) belonging to the Owners jointly and 7% (Seven 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 57.40 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 57.40 (Fifty Seven point four only) decimal, more or less, situated at *Mouza Nowabad* comprised of R.S. Dag no. 418, 420, 421 corresponding to L.R. Dag no 475, 477,478 corresponding to L.R. Khatian no. 407.1401,1454 to J.L. No. 19. Police



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Station Bishnupur, within the limits of Rashapuja 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 57.40 (fifty seven point four only) decimal, more or less, *Mouza* Nowabad, R.S. Dag nos. 418, 420, 421 corresponding to L.R. Dag no. 475, 477, 478 corresponding to L.R. Khatian no. 407, 1401, 1454 J.L. No 19, Police Station Bishnupur, within the limits of Rashapuja 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 Rasapuja Gram Panchayat for construction of buildings at the said property.



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- 2.2. **AND WHEREAS**, the Owners have in common desired to enjoy the commercial benefit out of development of the property on engagement of developer and promoter who would at its own cost and expense construct a Building Complex thereon and would negotiate for sale of the same with Interested Buyers and as consideration for sale of proportionate undivided share in the land to such interested Buyers the Owners shall be entitled to a specified percentage of the consideration payable by the Interested Buyers for such sale;
- 2.3. **AND WHEREAS** upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Building Complex at the said property who would construct the same exclusively at its costs and expenses and would also negotiate for sale of the same and the Realizations would belong to the parties in the Agreed Ratio and the Owners shall receive their share of the Realizations as consideration for sale of proportionate shares in land in favour of Interested Buyers of Saleable Areas upon completion of construction thereof.
- 2.4. The parties are desirous of recording in writing the terms and conditions agreed between them as contained in this Agreement.

PART- III # WITNESSETH:

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

3. DEVELOPMENT AND CONSTRUCTION:

- 3.1. The Owners have agreed to appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said property and construct the Building Complex thereon and to negotiate for sale of the Saleable Areas for benefit of both the Owners and the Developer as



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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 7% (Seven per cent) of the Realizations as revenue sharing and the Developer shall be entitled to the Developer's Allocation being 93% (Ninety three 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



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construction works required for the development of the Building Complex. Upon construction of the New Building, the Developer may with the consent of the Owners deliver possession of the Saleable Areas directly to the Interested Buyers thereof.

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

- a. The said property and each part thereof is and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the said property or any part thereof at any time or in case any defect or deficiency in the title of the said property arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said property at any time, the same shall be rectified and cured by the Owners; and if the Owner are unable to cure the defects within three months of such detection the Developer may take such steps as may be deemed fit by him for curing the defect/encumbrance at the cost of the Owners.
- b. The said property is mutated in the names of the Owners in the records of the B.L.&L.R.O.;

6. TITLE DEEDS:

- 6.1. All original documents of title relating to the said property exclusively shall be kept in the custody of the Owners.
- 6.2. The Owners shall produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/Interested Buyers of their respective areas in



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the Building Complex and Banks and/or financial institutions providing finance to the Developer and buyers/Interested Buyers and other persons and authorities as may be required. The Owners agree to submit the original title deeds to any bank or financier providing finance to the Developer for the construction of the Building Complex. The Developer shall keep the Owners fully indemnified in this behalf.

7. BUILDING PLANS:

- 7.1. The Developer shall pursue and cause the Building Plans to be sanctioned at its costs and expenses.
- 7.2. The Developer shall be entitled from time to time to cause modifications and alterations to the building plans submitted or sanctioned or to submit revised building plans in such manner and to such extent as the Developer may deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
- 7.3. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said property and other preparatory works relating to the sanction of plans for the New Building.

8. CONSTRUCTION OF THE BUILDING COMPLEX:

- 8.1. The Developer shall construct and build the Building Complex at the said property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 8.2. The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and



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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 Centra. Government Authorities and statutory or other bodies required for the construction and use of the Building Complex.
- 8.4. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain electricity, water, tube wells, drainage etc and all permissions, approvals and clearances from any authority whether local, state or central for the same and for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said property or any portion thereof and/or for obtaining any utilities and permissions.
- 8.5. The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, flooring materials, electrical, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. loaders, vibrators, crushers, mixers, crusher, mixer, tools etc) for construction of the Building Complex..



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- 8.6. The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, artisans, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 8.7. The construction work shall be carried out in phases as per the discretion of the Developer.
- 8.8. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 8.9. The Developer shall deal with the Rasapunja 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, CESC Limited/WBSEB and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and



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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 latches and/or lapses on the part of the Developer.
- 8.11. All costs of construction and development of the said property in terms hereof shall be borne and paid by the Developer. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer there for and do all acts deeds and things as may be required by the Developer there for and also for the purposes herein contained.

9. SALE:

- 9.1. The Developer shall negotiate with prospective Interested Buyers intending to own and/or acquire Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained.
- 9.2. The Owners shall sell undivided shares in and 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



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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 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



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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 7% (Seven per cent) of the Realization from the Building Complex as Revenue Sharing:

(a) The owners shall in terms of their contribution of the land area has agreed to divide their internal share at 2% (Two percent) for **Charles Commercial Pvt. Ltd** and 4%(four Percent) for **Om Towers Pvt. Limited** and 1% (One percent) for **SMJ EXIMP Ltd.** consolidating to the total of 7% to be received from the Developer.

- b. The Developer shall be entitled to a specific 93% (Ninety Three per cent) of the Realization from the Building Complex as Revenue Sharing.

- 10.2. The Developer shall simultaneously with the execution of the sale deeds in respect of the Units or other Saleable Areas upon completion of construction thereof pay to the Owners the share of the Owners (as per the Agreed Ratio) in the Realization in respect of such Units or other Saleable Areas under sale. In case the sale deeds in respect of all the sold Units and Saleable Areas are not executed within 30 (thirty) days of



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completion of construction thereof, then the Developer shall within 30 (thirty) days of such completion of construction pay to the Owners the entire share (as per the Agreed Ratio) of all Realizations until then received by the Developer in respect of such portion. The share of the Owners in the Realization thereafter received shall be paid by the Developer to the Owners within 7 (seven) days of receiving the same from the Interested Buyers.

- 10.3. All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any Interested Buyer and/or any interest or compensation is payable to any Interested Buyer or any other person in connection with the Building Complex or any part thereof, the Realizations in the hand of the Developer may be used for the purpose or the same shall be adjustable out of the future payments of the Owner's share of the Realization received by the Developer and otherwise, the same shall be paid by the Owners to the Developer.
- 10.4. 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



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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 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



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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.

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



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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 Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 14.6. The Owners do hereby also agree and permit the Developer to obtain loans or finances for construction of the Building Complex from Banks/NBFC/ and/or the Financial Institutions and/or Real Estate Trusts, EDI, 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:



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- 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 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



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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 "CITRINE – Gems City" 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.

PART-IV # SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said property)

ALL THAT pieces of parcels of contiguous and adjacent plots of land in a single compound containing an area more or less 57.40 decimal, lying and situated at Mouza- Nowabad, comprised in R.S. Dag Nos. 418 corresponding L.R. Dag no. 475, L.R. Khatian No. 407 (land measuring about 34 Decimals) and R.S. Dag No.420 corresponding to L.R. Dag 477 L.R. Khatian No. 1401 (Land measuring about 19.40 decimals) and R.S. Dag No.421 corresponding to L.R.Dag no. 478 L.R. Khatian No. 1454 (Land measuring about 4.00 decimals) total land measuring about 57.4 decimals of three Dag Nos

R.S. Dag	L.R. Dag and Khatian Number	Area(Decimals)
Dag No. 418	Dag No. 475 recorded in Khatian Nos 407 Mouza- Nowbad	34.00
Dag No. 420	Dag No.477 recorded in Khatian Nos. 1401 and Mouza- Nowbad	19.40
Dag No. 421	Dag No.478 recorded in Khatian Nos. 1454 and Mouza- Nowbad	4.00
	Total	57.40

And burted and bounded as follows:



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- On the **North**: BY R.S. Dag No. 416(P), 419(P), 420(P) Nowbad Mouza
 On the **South**: BY R.S. Dag No. 116(P), 117(P) Uttar Kajirhat Mouza
 On the **East**: BY R.S. Dag No. 421(P) Nowbad Mouza
 On the **West**: BY R S Dag No. 418(P) Nowbad Mouza

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

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

R.S. Dag No.	L.R. Dag No.	Property being Developed	Area Owned by OTPL	Area Owned by CCPL	Area owned by SMJ Eximp Ltd.
418	475	34.00	34.00	00.00	00.00
420	477	19.40	00.00	19.40	00.00
421	478	4.00	00.00	00.00	4.00
Total		57.40	34.00	19.40	4.00

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNERS' ALLOCATION" shall according to the context mean 7%

(Seven per cent) of the Realizations as Revenue Sharing

DEVELOPER'S ALLOCATION" shall according to the context mean 93% (Ninety Three per cent) of the Realizations as Revenue Sharing

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.



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

B. Common Areas & Installations at the Building Complex:

1. Electrical Installations, transformers and the accessories and wiring in respect of the Building Complex and the space required therefore, if installed (and if installed then extra cost as specified here in).
2. CCTV System with intercom
3. Water supply system with Under ground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings.
4. Fire Fighting system with all its accessories, pumps, pipes, fire detection system etc
5. Water waste and sewerage evacuation pipes and drains from the buildings to the Municipal drains, Sewerage Treatment Plant..



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6. DG Set, its Panels, accessories and wiring and space for installation of the same.
7. Activity area related construction Viz. Swimming Pool / kids Pool , changing rooms, , Gymnasium, Indoor Games Room and library
8. Community Hall.
9. Such other areas, Installations and /or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Building Complex.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Specifications

External

1. Structure. Reinforced Concrete Cement Structure
2. Finishing of external walls with cement plaster and Acrylic / cement paint.
3. All gates, internal roads and boundary as per specifications laid down by the Architect.
4. All electrical installations including transformers, switchgears, cabling, etc as per specifications laid down by the Electrical Consultant/ Architect.
5. All Fire fighting installation including reservoirs, pumps, sprinklers, pipelines as per specifications laid down by the Fire Consultant/ Architect.
6. Plumbing works including Overhead Water tanks, Water supply line, sewerage and drains.
7. All other common infrastructure including Solar Power as per specifications laid down by the Architect.
8. Landscaping of all common open areas as per design approved by the Architect.



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9. All other works including waste management to be carried out as per the guidelines laid down by the Environment Department and such other Governments departments.

INTERNAL

1. Internal Walls:

- RCC 4 inches thick

2. Internal Finish:

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

3. Flooring:

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

4. Kitchen:

- Counter – Granite / marble / stone with stainless steel sink.
- Dado - Ceramic Tiles upto 2 ft above counter or any other similar.
- Electrical points for Refrigerator, Water Purifier, Microwave/oven & Exhaust Fan.



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

8. Lifts:

- Elevators of reputed make.

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



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

SL NO.	NAME OF THE COMPANY	SHARE OF EACH COMPANY
1	OM TOWERS Pvt. Ltd	4%
2	Charles Commercial Pvt. Limited	2%
3	SMJ Eximp Ltd.	1%
Total		7%

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

EXTRAS shall include:

- (a) all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being WBSEB/WBSEDC Limited or other electricity service provider for electricity connection at the Building Complex
- (c) all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex ;
- (d) Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the Owners) that may be charged on the said



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property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.

- (c) Cost of formation of Association/service maintenance company/society.
- (d) Club and Club related facilities, equipments and installation, if so provided by the Developer.
- (h) Legal Charges
- (k) Extra Work Charges (for work carried out on request of Buyer)
- (l) GST (Good and Service Tax) or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

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

STATUTORY PARA FOR DEVELOPMENT AGREEMENT

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.



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

1.

2.



OWNER
(AUTHROIZED REPRESENTATIVE OF OM TOWERS PVT. LTD, CHARLES COMMERCIAL PVT LTD, SMJ EXIMP PVT LIMITED)



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Panda
DEVELOPER
(AUTHORIZED
REPRESENTATIVE OF
AKANKSHIT
COMMODITIES
PVT LTD)

Drafted by:-

20/6/2019
Antarup Baherjee
Advocate,
Calcutta High Court,
Enrollment No.- D/1913/2017

Identified by me:-

Abriti Barman
D/o- Mrinmay Barman
Beramitra para,



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Government of West Bengal

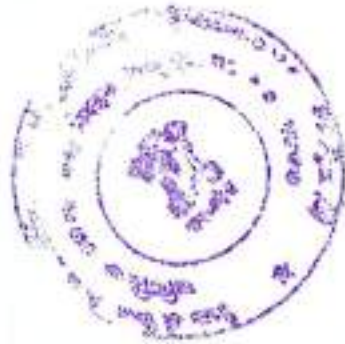
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

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

Signature / LTI Sheet of Query No/Year 16130001328029/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr LALIT KUMAR BHUTORIA 4 PRETORIA STREET, 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] ,[SMJ EXIMP LIMITED] ,[CHARLE S COMMER CIAL PVT LTD]			 20/08/2019
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr BIBHUDATTA PANDA COLLEGE ROAD RANGADHIPA, P.O:- RANGADHIPA, P.S:- TOWN, District:- Sundargarh, Orissa, India, PIN - 770002	Represent ative of Developer [AKANKS HIT COMMOD ITIES PRIVATE LIMITED]			




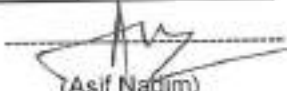
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District- South 24 Parganas

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Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Ms ABRITI BARMAN Daughter of Mr MRINMOY BARMAN BARAMITRA PARA KALNA BURDWAN, P.O:- KALNA, P.S:- Kalna, Kalna, District:-Burdwan, West Bengal, India, PIN - 713409	Mr LALIT KUMAR BHUTORIA Mr BIBHUDATTA PANDA			<i>Abriti Barman</i> 20/8/19


(Asif Nadim)

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




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

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SPECIMEN FORM FOR TEN FINGERPRINTS



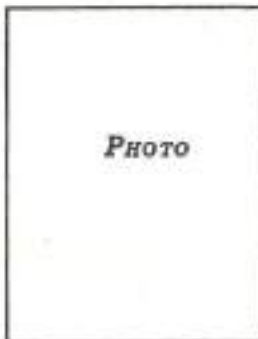
	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



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District- South 24 Parganas

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ভারত সরকার
Ministry of India

মহিলা অফিস
Asha Basman
পিতা - মুনম বসু
Father - MUNIM BARMAN
সমস্যা/DOB - 05/01/1986
লিঙ্গ/Gender

6218 8978 4935

- সাধারণ মানুষের অধিকার



Asha Basman



Abrish Barman



Lalit Kumar Bhutoria



Kalid Kumar Bhutonia

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SMJ EXMP LIMITED

52001868
Income Tax Account Number

AAHCS2567G



वर्ग संख्या PERMANENT ACCOUNT NUMBER
AABCC2791A

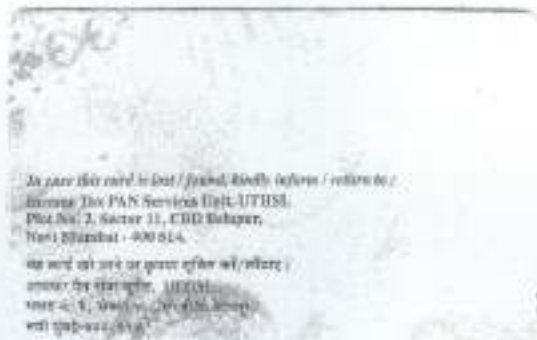


नाम NAME
CHARLES COMMERCIAL PVT LTD

आवक्यावकी तिथि DATE OF INCORPORATION/REGISTRATION
30-08-1956

आवक्यावकी आयोग

COMMISSIONER OF INCOME TAX, A. B. - 11



Lalit Kumar Bhutoria

आयकर विभाग
INCOME TAX DEPARTMENT



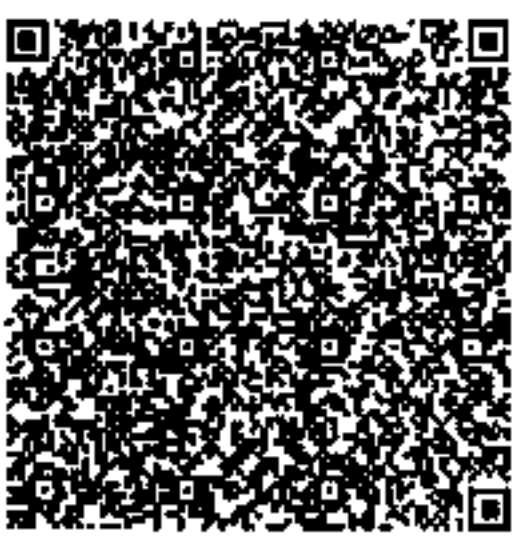
भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAMCA5223C

नाम / Name
**AKANKSHI COMMODITIES PRIVATE
LIMITED**

निगमन / गठन की तारीख
Date of Incorporation/Formation
10/03/2014



इस कार्ड के खोलने/पाने पर कृपया सूचित करें/लीटार्:
आपका पैर सेवा इकाई, एन एस डी एल
5 वीं बिल्डिंग, सीडी स्टेशन,
प्लॉट नं. 341, एन एम 397/8,
मॉडल कार्लोमी, सैन आरएस ब्रीक के पास,
दुबई - 411 016.

ई-मेल: nsd@nsd.gov.ae / nsd@nsd.gov.ae

फोन: +971 4 361 1111

फैक्स: +971 4 361 1112

वेबसाइट: www.nsd.gov.ae

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BIBHUDATTA PANDA

GOURI SHANKAR PANDA

01/07/1974

Permanent Account Number

AKCPP4341B



23012015

Banda

Signature

Banda
Bibhudatta Panda



सत्यमेव जयते

भारत सरकार
GOVERNMENT OF INDIA



ବିଭୁଦତ୍ତ ପଣ୍ଡା

Bibhudatta Panda

DOB: 01-07-1974

Gender: Male

Bibhudatta Panda



5731 2069 4643

आधार- आम आदमी का अधिकार



आधार

भारतीय विशिष्ट पहचान प्राधिकरण

INDIAN IDENTIFICATION AUTHORITY OF INDIA

1947
1800 300 1947

Address:

College Road, Rangadhira,
Sundargarh, Rangadhira,
Sundargarh, Odisha, 770002

Bandi



1947
1800 300 1947



help@uidai.gov.in



www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

GOVT. OF WEST BENGAL
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-006100320-1 Payment Mode Online Payment
GRN Date: 20/08/2019 12:08:49 Bank : AXIS Bank
BRN : 12446013 BRN Date: 20/08/2019 12:09:59

DEPOSITOR'S DETAILS

Id No. : 161300013280290/2019

(Quarry No./Quarry Year)

Name : LALIT KUMAR BHUTORIA
Contact No. : 9674442155 Mobile No. : +91 9674442155
E-mail : ccpl1986@gmail.com
Address : 4PRETORIA STREETKOL 71
Applicant Name : Mr Anjanup Banerjee
Office Name :
Office Address :
Status of Depositor : Attorney of Executant
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	161200013280250/2019	Property Registration- Stamp duty	0330-02-103-003-02	6920
2	161300013280290/2019	Property Registration- Registration Fees	0330-03-104-001-18	21
Total				5941
In Words :	Rupees Six Thousand Nine Hundred Forty One only			

Major Information of the Deed

Deed No :	I-1613-04877/2019	Date of Registration	13/09/2019
Query No / Year	1613-0001328029/2019	Office where deed is registered	
Query Date	16/08/2019 12:43:06 AM	A.D.S.R. BISHNUPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Antanup Banerjee Third Floor Commercial House 135 Canning Street, Thana : Burabazar, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7005008137, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement (No of Agreement : 2)		
Sel Forth value	Market Value		
Rs. 20/-	Rs. 49,77,958/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article: F, E)		
Remarks			

Land Details :

District: South 24-Parganas, F.S - Bishnupur Gram Panchayat: Rashbunja, Mouza: Noyabad II No. 19, 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	LR-475	LR-407	Bastu	Bastu	34 Dec	4/-	29,48,616/-	Property is on Road
L2	LR-477	LR-1401	Bastu	Bastu	19.4 Dec	10/-	16,82,416/-	Property is on Road
L3	LR-478	LR-1454	Bastu	Bastu	4 Dec	6/-	3,46,893/-	Property is on Road
TOTAL :					57.4Dec	20/-	49,77,958/-	
Grand Total :					57.4Dec	20/-	49,77,958/-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	OM TOWERS PRIVATE LIMITED 23A NS ROAD KOLKATA 700001, P.O. : GPO, P.S. - Hare Street Kolkata District-Kolkata, West Bengal, India, PIN - 700001, PAN No. : AAACQ3421E, Aadhaar No Not Provided, Status : Organization, Executed by : Representative, Executed by: Representative
2	SMJ EXIMP LIMITED 23A NS ROAD KOLKATA 700001 P.O - GPO, P.S. - Hare Street, Kolkata, District - Kolkata, West Bengal, India PIN - 700001 PAN No. : AAHCS2567Q Aadhaar No Not Provided, Status : Organization, Executed by: Representative, Executed by: Representative
3	CHARLES COMMERCIAL PVT LTD 23A NS ROAD KOLKATA 700001, P.O - GPO, P.S. - Hare Street, Kolkata, District - Kolkata, West Bengal India, PIN - 700001, PAN No. : AABCC2791A, Aadhaar No Not Provided, Status : Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AKANKSHIT COMMODITIES PRIVATE LIMITED BAKRAHAT ROAD THAKURPUKUR, P.O.- RASAPUNJA, P.S.- Bishnupur, District:-South 24 Parganas, West Bengal, India, P.N - 700104 . PAN No.:: AAMCA5223C Aadhaar No Not Provided, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr LALIT KUMAR BHUTORIA (Presentant) Son of Mr. PRAKASH CHAND BHUTORIA 4 PRETORIA STREET, P.O:- MIDDLETON ROW, P.S:- Shakespeare Saran , Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFVP88282R,Aadhaar No Not Provided Status : Representative, Representative of : OM TOWERS PRIVATE LIMITED (as Director), SMJ EXIMP LIMITED (as Director), CHARLES COMMERCIAL PVT LTD (as Director)
2	Mr BIBHUDATTA PANDA Son of Mr. GOURI SHANKAR PANDA COLLEGE ROAD RANGADHIPA, P.O:- RANGADHIPA, P.S:- TOWN, District:-Sundargarh, Orissa, India, PIN - 750002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKOPP43113,Aadhaar No Not Provided Status : Representative, Representative of : AKANKSHIT COMMODITIES PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Ms ABRITI BARMAN Daughter of Mr. MR NIDYI SARMA, BARAWITRA PARA KALNA BURDWAN, P.O:- KALNA, P.S:- Kalna, Kalna, District:- Burdwan, West Bengal, India PIN - 713409			

Identifier Of Mr LALIT KUMAR BHUTORIA, Mr BIBHUDATTA PANDA

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	OM TOWERS PRIVATE LIMITED	AKANKSHIT COMMODITIES PRIVATE LIMITED-31 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	AKANKSHIT COMMODITIES PRIVATE LIMITED-19 4 Dec

Transfer of property for L3

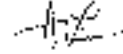
Sl.No	From	To, with area (Name-Area)
1	SMJ EXIMP LIMITED	AKANKSHIT COMMODITIES PRIVATE LIMITED-1 Dec

Endorsement For Deed Number : I - 161304877 / 2019

On 19-08-2019

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 49,77,958/-



Asif Nadim

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BISHNUPUR

South 24-Parganas, West Bengal

On 20-08-2019

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

Presented for registration at 19:30 hrs on 20-08-2019, at the Private residence by Mr. LALIT KUMAR BHUTORIA, ..

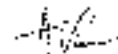
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 20-08-2019 by Mr LALIT KUMAR BHUTORIA, Director, OM TOWERS PRIVATE LIMITED (Private Limited Company), 23A NS ROAD KOLKATA 700001 P.O.- GPO, P.S.- Hare Street, Kolkata, District-Kolkata West Bengal, India, PIN - 700001; Director, SMJ EXIMP LIMITED (Others), 23A NS ROAD KOLKATA 700001, P.O.- GPO, P.S.- Hare Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001, Director, CHARI FS COMMERCIAL PVT LTD (Private Limited Company), 23A NS ROAD KOLKATA 700001 P.O.- GPO, P.S.- Hare Street Kolkata, District-Kolkata, West Bengal, India, PIN - 700001

Identified by Ms ABRITI BARMAN, .. Daughter of Mr MRINMOY BARMAN, BARAMITRA PARA KALNA BURDWAN, P.O. KALNA, Thana: Kalna, City/Town: KALNA, Burdwan, WEST BENGAL, India, PIN - 713409, by caste Hindu, by profession Advocate

Execution is admitted on 20-08-2019 by Mr BIBHUDDATA PANDA Director, AKANKSHIT COMMODITIES PRIVATE LIMITED BAKRAHAT ROAD THAKURPLIKUK, P.O.- RASAPUNJA, P.S.- Bishnupur, District-South 24-Parganas, West Bengal, India, P.N - 700104

Identified by Ms ABRITI BARMAN, .. Daughter of Mr MRINMOY BARMAN BARAMITRA PARA KALNA BURDWAN, P.O. KALNA, Thana: Kalna, City/Town: KALNA, Burdwan, WEST BENGAL, India, PIN - 713409, by caste Hindu, by profession Advocate



Asif Nadim

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BISHNUPUR

South 24-Parganas, West Bengal

On 22-08-2019

Payment of Fees

Certified that required Registrar Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of On-line Payment: using Government Receipt Portal System (GRIPS), Finance Department Govt. of WB Online on 20/08/2019 12:09PM with Govt. Ref No: 192019200081003281 on 20-08-2019, Amount Rs: 21/-, Bank: AXIS Bank (UTI30000005), Ref. No. 12446013 on 20-08-2019, Head of Account 0030-C3-104-001-16

Payment of Stamp Duty

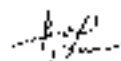
Certified that required Stamp Duty payable for this document is Rs 7020/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 6,920/-

Description of Stamp

1. Stamp Type: Court Fees, Amount Rs.10/-

2. Stamp Type: Impressed, Serial no 845868, Amount Rs.100/-, Date of Purchase 05/08/2019, Vendor Name Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/08/2019 12:09PM with Govt. Ref. No: 192319200061003281 on 20-08-2019, Amount Rs 6,920/-, Bank: AXIS Bank (01180000005), Ref. No. *2446013 on 20-08-2019, Head of Account 0030-02-103-003-02



Asif Nadim

ADDITIONAL DISTRICT SUB-REGISTRAR

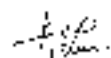
OFFICE OF THE A.D.S.R. BISHNUPUR

South 24-Parganas, West Bengal

On 13-09-2019

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 48 (g) of Indian Stamp Act 1959



Asif Nadim

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BISHNUPUR

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1613-2019, Page from 112988 to 113040

being No 161304877 for the year 2019.



Digitally signed by ASIF NADIM
Date: 2019.09.13 17:04:02 +05:30
Reason: Digital Signing of Deed.

(Asif Nadim) 13-09-2019 17:03:51

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BISHNUPUR

West Bengal.

(This document is digitally signed.)