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

Additional Registrar of
Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

12 DEC 2024

DEVELOPMENT AGREEMENT

JOINT DEVELOPMENT AGREEMENT AND POWER OF ATTORNEY is made this the 12th day of December, Two Thousand Twenty Four (2024);

269259

A. K. Dey
Advocate

High Court, Calcutta

11 DEC 2024
BURANJAN MUKHERJEE
Licence Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kot-I



11 DEC 2024

A.A.A.



ADDL. REGISTRAR
ASSURANCES, KOLKATA
12 DEC 2024

BETWEEN

1. **M/s. TIRUPATI ENCLAVE PVT. LTD. [CIN U70101WB1996PTC081139 AND PAN AABCT1390G]** a company incorporated under the Companies Act 1956 as amended in 2013 having its registered office at 23A, Netaji Subhas Road, 4th Floor, Room No. 18, Kolkata, West Bengal — 700001 being represented by its directors **MR. ARRUN BHUTORIA**, Son of Late Sumer Mull Bhutoria, working for gain at TIRUPATI ENCLAVE PVT. LTD. and having PAN — ADBPJ8895J, AADHAAR- 7010 9497 4176, by faith - Hindu, by Occupation- Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071.
2. **M/s. CHARLES COMMERCIAL PRIVATE LIMITED [CIN U70100WB1996PTC081136 AND PAN AABCC2791A]** a company incorporated under the Companies Act 1956 as amended in 2013 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 104 being represented by its directors **MR. LALIT KUMAR BHUTORIA**, son of Mr. Prakaash Bhutoria working for gain at M/S. CHARLES COMMERCIAL PRIVATE LIMITED, and having PAN AFVPB8282R, AADHAAR- 4502 5687 4268, by faith-Hindu, by Occupation-Business, residing at Pretoria street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071.
3. **M/s. OM TOWERS (P) LIMITED [CIN U45201WB1996PTC081119 AND PAN AAACO3421E]** a Company incorporated under the Companies Act, 1956 as amended in 2013 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, Police Station Bishnupur, Dist. South 24 Parganas, Kolkata 700 104, West Bengal having by its director **MR. LALIT KUMAR BHUTORIA**, son of Prakaash Chand Bhutoria, working for gain at OM TOWERS Private Limited and having PAN AFVPB8232R, AADHAAR – 4502 5687 4268, 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. SHIV NIKETAN LIMITED, [CIN-U70101WB1996PLC081121 & PAN - AAEC53891G]** a company incorporated under the Companies Act, 1956 as amended in 2013 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 104 having represented by its director **MR. LALIT KUMAR BHUTORIA**, son of Mr. Prakash Chand Bhutoria working for gain at M/S. AKANKSHIT COMMODITIES PRIVATE LIMITED, and having PAN AFVPB8282R, AADHAAR- 4502 5687 4268, by faith - Hindu, by occupation - Business, residing at 4 Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata -700071.
5. **M/s. TIRUPATI CARRIER LIMITED [CIN U63013WB2002PLC095192 AND PAN AABCT9_73B]** a Company incorporated under the Companies Act, 1956 as amended

in 2013 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, Police Station Bishnupur, Dist. South 24 Parganas, Kolkata 700 104, West Bengal having by its director **MR. ARRUN BHUTORIA**, Son of Late Sumer Mull Bhutoria, working for gain at TIRUPATI ENCLAVE PVT. LTD. and having PAN — ADBPJ8895J, AADHAAR- 7010 9497 4176, by faith - Hindu, by Occupation- Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071.

Collectively 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.**

A N D

M/s. HIMANGA MERCANTILES PVT. LTD. [PAN : AAACH6340K] a Company incorporated under the Companies Act, 2013 having its registered office at Eco Station, Aajkal IT Unit No. - 903, 9th Floor, Plot No- 7, Block- BP, Salt Lake City, Sector- V, Kolkata - 700091, represented by one of its Directors **MR. RAUNAK JHUNJHUNWALA**, son of Sushil Kumar Jhunjunwala, having PAN: AFGPM1192Q, by faith-Hindu, by Occupation- Business, residing at P-829/A, Lake Town, Block- A, Kolkata - 700089, 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 **SECOND PART.**

A N D

M/s. BHUTORIA CONSTRUCTION PRIVATE LIMITED, [CIN- U70101WB1996PTC081135 & PAN - AABC3033G] a company incorporated under the Companies Act, 1956 as amended in 2013 having its registered office at Bakrahat Road, Thakurpukur, P.O Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas, Kolkata 700 104 having represented by its Director **MR. ARRUN BHUTORIA**, Son of Late Sumer Mull Bhutoria, working for gain at TIRUPATI ENCLAVE PVT. LTD. and having PAN — ADBPJ8895J, AADHAAR- 7010 9497 4176, by faith - Hindu, by Occupation- Business, residing at 4, Pretoria Street, P.O. Middleton Row, P.S. Shakespeare Sarani, Kolkata-700071 Hereinafter referred to as "**OUTGOING DEVELOPER/BCPL**" (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 **THIRD PART.**

WHEREAS:

- A. The Parties hereto of the First Part are Owners of various pieces and parcels of land, comprised in L.R. Dag No. 63, 64, 70, 71, 72, 73, 74, 78, 79, 90, 91, 92, 93, 435, under L.R. Khatian Nos.1303, 1480, 1467, 1348, 1405, 1625, 1481, 2344, in Mouza: Uttarkajirhat, J.L. No: 22, P.S. Bishnupur, District: South 24 Paraganas, Pin-700104, total measuring 193.21 decimals more or less and along with clear marketable title more fully and particularly described in the **First Schedule** written hereunder and hereinafter referred to as the **"Said Property"**.
- B. The details of Ownership of 'Said Property' more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written.
- C. BCPL is engaged in the business of real estate development and meanwhile achieved a considerable reputation and fame in the field of real estate sector. As a part of its activity BCPL planned to develop a Residential Bungalow Project at Mouza Uttar Kajirhat, South 24 Parganas.
- D. BCPL commenced the development of the Project under a Development Agreement dated 22/12/2021 Registered before the Additional District Sub Registrar, at Bishnupur and recorded in Book No-I, Volume No- 1613-2021, Pages from 208222 to 208286, being No 161308114 for the year 2021 as supplemented by a Development Agreement dated 30/10/2023 Registered before the Additional District Sub Registrar, at Bishnupur and recorded in Book No- I, Volume No- 1613-2021, Pages from 155386 to 155414, being No- 161307177 for the year 2023 entered into with the Landowners. The land forming part of the Development Agreement is the land wherein the Developer has been granted a Power of Attorney.
- E. BCPL offered to transfer its development right in the Project in favour of the Developer herein and for the purpose all statutory formalities have been duly complied with and to effect the said transfer of development rights the Landowners have agreed to execute a fresh Development Agreement in favour of the Developer herein.
- F. Accordingly, the Developer herein shall develop the Project on the basis of the sanction plan copies whereof have been handed over to the Developer. It is a salient feature of the work of development that the adjoining lands being developed by the landowners of adjoining land persons through various developers shall have sharing of certain specified

infrastructure, amenities, facilities etc. on the Said Property and hereinafter referred to as the said Project. It is clarified that the Developer will develop the **"Said Property"** jointly with the properties of other Owners contiguous to the 'Said Property' for better and integrated development with the ultimate goal of achieving better revenue out of said development.

- G. The Landowners and BCPL confirm that the title of the land described in the Schedule to this Agreement together with the title of the land intended for entry and exit to the said property is clear and marketable and that the Owners and BCPL shall at all times be responsible for a clear and marketable title of the land and shall ensure uninterrupted ingress and egress to the said property notwithstanding any other Agreement entered into by the Landowner and BCPL and /or any other group concerned of the landowner and/or any other entity through which the adjacent lands are being developed.
- H. Prior to the execution of this Agreement, the Landowners and BCPL have jointly represented that the title of the said property is clear and marketable and relying on the good faith thereof and considering the indemnities as to title of the land given by the Landowner and BCPL to the Developer it has been agreed that the terms and conditions upon which the development of the said project on the said Property will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.

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

ARTICLE-I **DEFINITION**

1. In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:
 - 1.1 **"SAID PROPERTY"** shall mean shall mean land parcel comprised in L.R. Dag No. 63, 64, 70, 71, 72, 73, 74, 78, 79, 90, 91, 92, 93, 435, under LR Khatian Nos.1303, 1480, 1348, 1405, 1625, 1481, 2344, in Mouza: Uttarkajirhat, J.L. No: 22, P.S. Bishnupur, District: South 24 Paraganas, Pin-700104, as described in **First Schedule** hereunder written.

- 1.2 **"PROJECT"** shall mean the planning, design, development and construction of residential bungalows on the '*Said Property*' along with other constructed spaces, facility of car parking areas, necessary infrastructure, facilities, common areas and amenities in accordance with the Building Plan already sanctioned by the Appropriate Authority (PaschimBishnupur Gram Panchayat)
- 1.3 **"NATURE OF DEVELOPMENT"** shall mean the development of the '*Said Property*', by constructing residential bungalows, as approved by the sanctioning and/or concerned authority.
- 1.4 **"CLUB"** shall mean the Residents' Club / recreation centre that shall be available for the use of the Unit Purchasers in the said Property to be built and erected at any location within the adjacent properties which are in the process of being developed in L.R. Dag Nos. 4, 9, 10,11(Opal Club) and in L.R. Dag Nos. 86, 87, 88 (Crimson Club) without any ownership (singular or proportionate) over the same and subject to the rules of usage and charges applicable for the same .
- 1.5 **"GROSS SALE PROCEEDS"** shall mean the amounts on any account whatsoever received from time to time (including part payments) from any Transferee in respect of transfer of any property, benefit or right in the Project or any part thereof and/or any Saleable Space or any part thereof and/or anything else relating to or connected with the Project including proceeds of sales or consideration, premium, rent, car-parking charges, preferential location charges, interest / compensation, if any, received by the Developer from Transferees on any delayed payment or otherwise, transfer/nomination charges, any amount received from Transferees as compensation on cancellation of any Agreement, Deposits/Extra Charges/Taxes and also GST or any other tax payable by the Transferees, etc.
- 1.6 **"NET SALE PROCEEDS"** shall mean Gross Sale Proceeds less:
- a) GST and other taxes will be charged to the customers, as may be applicable, from time to time (hereinafter referred to as "**the Taxes**");
 - b) Transfer or Nomination Charge and Booking Cancellation charges, if any, collected by the Developer;

Provided that the following "Deposits and Charges" which are collected by the Developer from the transferees along with applicable Taxes shall not be adjusted with the revenue sharing ratio agreed between the Developer and the Owners:

- i. Any deposits/charges for the resident's club, electricity connection, Generator, Substation and installation of transformer, collected from the Transferee/s which shall not be forming part of consideration for the residential bungalows of the Project to be sold to such Transferee/s subject to a maximum amount of @Rs.350/- (Rupees Three Hundred Fifty only) per sq. ft. of built-up area.
- ii. Stamp duty and registration fees and other incidental and allied costs, expenses etc. if received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale/conveyance deed or other instruments/documents for Transfer of the bungalows of the Project.
- iii. Cost received for any extra customization/up-gradation work carried out by the Developer at the instance of Transferee/s in addition to and beyond the standard Specification of the residential bungalows as stated in **THIRD SCHEDULE** hereto as well as changes due to design provisions/layout.
- iv. Cost related to Association Formation, Corpus deposits, Maintenance, Incidental charges, Legal Charges whatsoever in manner.
- v. Any other outgoing, such as, interest for delay or any compensation arising out of force majeure condition or Developer's own purposes etc. which is paid to the transferee/s and/or any statutory authorities.
- vi. For the sake of clarity it is recorded that the following charges (and like charges) that shall be collected from the customers towards stamp duty, registration charges, legal charges, Incidental expenses for registration, land and building tax, service tax, other government deposits, taxes and levies, maintenance deposit, advance maintenance charges, deposits

towards formation of Association, Sinking Fund for Infrastructure development, Club facility, nomination charges, facilities charges, All Statutory amounts including but not limited to GST and such other exclusive entitlements of the developer, Cost of extra work of any nature, Deposits for electricity, LT connection from WBSEB, Society formation charges, Local charges, Cost on account of procurement of electricity, Extra charges on account of Generator, Transformer and other Installations and facilities, Development fee, rates and taxes, Maintenance charges, Amenities, shall not form part of the revenue.

- 1.7 **"ARCHITECT AND OTHER CONSULTANTS"** shall mean PRAKALPA SPACECRAFT PRIVATE LIMITED, having its office at DN 11 Block, Sector V, Salt Lake, Bidhannagar, Kolkata 700091, West Bengal and/or any person/s, agencies, to be appointed by the Developer as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the *'Said Property'*.
- 1.8 **"OWNERS"** shall mean the Parties of the First Part and include its successor or successors in office and permitted assigns.
- 1.9 **"DEVELOPER"** shall mean the Party of the Second Part and include its successors, successor-in-office and/or permitted assigns.
- 1.10 **"SHARING RATIO"** shall mean the share of the parties respectively in the Net Sales Proceeds as per the agreed ratio, as more fully described in the **Article - XIII** hereunder.
- 1.11 **"BUNGALOWS"** shall mean the new G+ 1 storied residential bungalows to be constructed by the Developer in accordance with the already sanctioned plan/s and/or revised plan/s after the registration of this agreement to be sanctioned by the appropriate sanctioning authority.
- 1.12 **"PLAN"** shall mean plan got sanctioned by the Assignor from the PaschimBishnupur Gram Panchayat being Building Permit No. dated for the Development of the *'Said Property'* including any modification and/or additions,

alternations after the registration of this agreement thereof, hereinafter referred to as the 'Said Plan',

- 1.13 **"SPECIFICATION"** shall mean the specifications of the material to be used for the construction of the new residential bungalows, common area, amenities and facilities to be provided in the said Complex as more fully mentioned in **THIRD SCHEDULE**.
- 1.14 **"TRANSFER"** with its grammatical variations shall mean transfer by Sale and include transfer by possession in part performance of such sale and include any other means of transfer if so mutually agreed between the parties in writing.
- 1.15 **"TRANSFeree"** shall mean any persons to whom any space or rights in the new Project including any Saleable Space will be transferred or agreed to be transferred.
- 1.16 **"OTHER DEPOSITS/EXTRA CHARGES/TAXES"** shall mean the amounts to be deposited/paid by any Transferees in respect of their respective Units and the same to be utilized by the Developer towards arrangement of such services.
- 1.17 **"DEVELOPMENT RIGHTS"** shall refer to the rights, powers, entitlements, authorities, sanctions and permissions at the costs, expenses and effort of the Developer and on and subject to the terms and conditions contained in this agreement to:
 - i. To develop the 'Said Property' with the properties of other Owners and to construct new residential bungalows by the Developer solely at its own costs, expenses and effort in accordance with the plan and/or any modification to be sanctioned by the Appropriate Authority and/or other relevant authorities as per the various applicable laws and/or modifications thereof made or caused to be made by the Developer hereto as per statutory requirement or suggested by the Architect for betterment of the development and also approved in writing by the Owners;

- ii. To adopt the existing plan and/or to prepare and submit to concerned Authorities all applications, plans and other permissions as may be required for the purpose of obtaining necessary modifications from the appropriate authorities by the Developer on behalf of the Owners after making such necessary alterations and/or modifications thereof, if required,;
- iii. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and/or unskilled) or other persons to carry out the development and construction of the Project;
- iv. To start booking of constructed space, accept advance and execute Sale Agreements at the rates and in the manner as mentioned hereinafter;
- v. To carry out all the infrastructures and related work/ constructions for the Project, water storage facilities, water mains, sewages, storm water drains, recreation garden and all other common areas and facilities required to be constructed on the 'Said Property' for the said project;
- vi. To execute all necessary, legal and statutory and applications necessary for the exercise of the Development Rights, all allotments, agreements and sale deeds in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the Project and to be constructed on the Land as envisaged herein shall be executed by the Developer, as the constituted Attorney of the Owners and the Developer jointly before the Jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration;
- vii. To manage the land and the built up areas and facilities/ common areas comprised in the project on the said land and constructed upon the said Land directly or through facility management agency against collection of maintenance charges from the Transferees of the said project till handing over the Project to the Association of the Transferees to be formed and for the purpose of integration of any adjacent plots, use of clubs, Ingress

and egress, and integration of sewerage network, waterlines, electrical infrastructure network for connection to the installed transformers, the Landowners and BCPL shall extend their cooperation which is a condition precedent for the Developer to enter into the present;

- viii. To apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project or for exploitation of the Development Rights in the Project;
 - ix. To act generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, including taking construction/project loan from a financial institution/s or bank to the extent permitted herein and subject to the terms of this agreement and the Developer shall solely be liable and/or responsible for repayment of the loan together with the interest accrued thereon. It is agreed and understood that the Owners shall neither be held responsible in respect of such loan nor Owners share revenues shall be liable in any manner whatsoever in connection therewith and the Developer shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims, actions suits and proceedings arising there from including the Claim of the prospective purchasers of the Units;
 - x. The Developer shall be entitled to solely responsible for the sale, sales promotion and advertisement of the entire project.
- 1.18 **"SALEABLE SPACE"** shall mean the aggregate of Built Up Area of all the Units together with the land earmarked for the particular Bungalow. This shall be subject to applicable laws including the prevailing Real Estate Law.
- 1.19 **"PREVIOUS AGREEMENT"** shall mean the registered Joint Development Agreement and Power of Attorney dated 22nd December, 2021 being No. 08114 for the year 2021 registered with Additional District Sub Registrar at Bishnupur and Supplementary Development Agreement dated 30th October, 2023 being No. 07177 for the year 2023 which shall stand superseded by the present Agreement and the said previous Agreement stands cancelled and the

said Supplementary Agreement stands cancelled and the Owners and BCPL and the Developer herein have entered into the present Agreement to enable the Developer to develop the Said Property

- 1.20 **"PROJECT REGISTRATION"** shall mean and include the said the Project for Development already registered with West Bengal Real Estate Regulatory Authority in respect of and/or over the said property having Registration No. WBRERA / P / SOU / 2024 / 001414.
- 1.21 Words importing singular shall include plural and vice versa.
- 1.22 Words importing masculine gender shall include feminine and neuter genders - like - wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE-II

INTERPRETATION

In this agreement save and except as otherwise expressly provided.

- 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- 2.2 The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 All references to section numbers refer to the sections of this agreement and all references to schedules refer to the Schedules hereunder written.

- 2.5 The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- 2.6 Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all rules, orders, regulations, bye-laws, terms or direction any time issued under it.
- 2.7 Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented by mutual consent in writing of the parties hereto.

ARTICLE- III

REPRESENTATIONS AND ASSURANCES BY THE OWNERS/CONFIRMING PARTY

- 3.1 At or before entering into this agreement the Owners has assured and represented to the Developer as follows:
- i. That the Owners herein are the absolute Owners of the entirety of the '*Said Property*' having a clear and marketable title in respect thereof.
 - ii. That excepting the Owners nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the '*Said Property*'.
 - iii. That the '*Said Property*' is free from all encumbrances, charges, liens, lispensens, attachments, trusts, whatsoever and the Owners shall maintain an unencumbered status.
 - iv. That the Owners has full power and authority to enter into this agreement envisaging development rights of the '*Said Property*' by the Developer, then sell, transfer and/or deal with by the Owners of the '*Said Property*' and there is no subsisting lease and / or development affecting the same nor has the Owners created any third party interest into or upon the '*Said Property*' or any part thereof and all agreements entered into for the purpose of sale of Bungalows to third parties have been cancelled and/or shall be cancelled by the Landowners

and BCPL at the cost of the Landowners and BCPL and all willing Bungalow Purchasers shall at the instance of the Landowners and BCPL enter into fresh Agreements with the Developer herein at the cost of the Landowners and BCPL.

- v. That there is no suit or legal proceeding pending before any court of law or any authority nor there is any threat of any legal proceeding initiated against the Owners to the best of their knowledge in respect of the entirety of the '*Said Property*' on any account whatsoever or howsoever;
- vi. That there is no attachment under the Income Tax or any other Act or under any of the provisions' of the Public Debt Recovery Act in respect of the '*Said Property*' or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners and no notice or intimation about any such proceedings has been received or come to the notice of the Owners.
- vii. That the '*Said Property*' can be jointly developed by the Developer with the properties of other Owners which are located adjacent/contiguous of the '*Said Property*' and the parties have agreed that certain amenities will be shared on the following terms and conditions.
 - i. To hand over the vacant and peaceful possession of the said property or land to the Developer as is where basis along with all the files, papers, documents, copies of title deeds to the extent the same covers any land or portion thereof exclusively falling within the periphery of the said property being Phase VII against the accountable receipt along with remittance of the entire sums collected from the existing Allottees to the Joint Escrow Account.
 - ii. Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owners, but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owners to cause the same to be remedied and/or rectified entirely at their own efforts and cost. In the event of defect/dispute in respect of the title of the '*Said Property*' which is not remedied or rectified by the Owners within three months of being notified thereabout by the Developer to the Owners and which

results in injunction in carrying out the development, if the developer suffers any damages from third party claims against the Developer, the Owners shall be fully responsible to compensate such damages sustained by the developer. Any amount required to be paid by the Developer to any private party and/or to any statutory authority due to any reason whatsoever contractual or statutory shall be the exclusive obligation of the Owners and BCPL.

iii. The additional obligations of the BCPL shall, inter alia, be and include as follows:- :-

- (i) To make construct and complete the internal pathways, carriageway and roads as also underground drainage and cable line system and complete the same at its own cost from main gate to the Project;
- (ii) To handover all the papers and documents including all the original sanctions, clearances permission to the Developer;
- (iii) To carry out and construct the exterior motorable approach road to reach the Project land;
- (iv) To handover possession of the entirety of the said property along with boundary structures gate immediately upon execution and registration of the present Agreement;

ARTICLE IV

DEVELOPER'S REPRESENTATION

- 4. The Developer has represented and warranted to the Owners as follows:
 - 4.1 That the Developer is carrying on business of development and construction of real estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.
 - 4.2 The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the said Housing Complex.

- 4.3 That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
- 4.4 Relying on the representations made and on the good faith thereof the Developer has prima facie inspected the title of '*Said Property*' and found the same physically fit for development jointly with the properties of other Owners contiguous/adjacent to the '*Said Property*' from whom the BCPL has acquired development right.

ARTICLE V
COMMENCEMENT OF AGREEMENT

5. This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution and registration hereof.

ARTICLE - VI
APPOINTMENT

- 6.1 Based on aforesaid express representations of the Developer and believing the same to be true the Owners have appointed the Developer to develop the '*Said Property*' from the stage as left by the BCPL and from the execution and registration of this agreement. BCPL shall be responsible for all work related to construction already undertaken by them if any defect arises out of the said construction which have been undertaken by and BCPL shall remain responsible for any outstanding payments, bills relating to the said construction undertaken by BCPL.
- 6.2 The Owners do hereby appoint the Developer to exclusively carry out the Development of the proposed Project on the '*Said Property*' on the terms and conditions, as hereinafter contained.

ARTICLE - VII
POSSESSION

7. Simultaneously with the execution of this Agreement the Owners shall handover peaceful possession of the same to the Developer herein along with all other requisite papers, documents, sanctions, permissions etc together with the authority to build, erect, construct, sell the constructed space and share the revenue in terms of this Agreement.

ARTICLE VIII
DEVELOPMENT RIGHTS

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

ARTICLE - IX
PLAN- PERMISSIONS

- 9.1 For the purpose of undertaking the development of the '*Said Property*', the Developer shall or make adopt the existing plan with such modification as may be deemed fit. However for this purposes, the developer with the assistance of Owners will take necessary consent and permission from Owners and proposed purchaser/transferees in this regard.

ARTICLE - X
DEVELOPER'S OBLIGATIONS

10. The Developer at its own cost effort shall:-
- i. Take all necessary steps for obtaining all further permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute and to comply with the lawful requirements of all the authorities for the development of the 'Said Property'.
 - ii. Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owners, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings (except any matter relating to title of the land and matters relating to the other phases not being developed by the Developer herein)
 - iii. For the purpose of construction to use the materials as specifications **THIRD SCHEDULE** specified herein.
 - iv. The Developer shall not require any prior approval from the Owners be entitled to make any changes, variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Owners or any of them.
 - v. During the period of construction of the Project, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions / observations, if made on such inspection, shall be communicated to the Corporate Office of the Developer in writing, who may discuss the same with the Architect and implement, if feasible. Such inspection, non-inspection, giving or non-giving of observation shall not create, on the Owners, any statutory, collateral or consequent obligation or liability which is otherwise the

obligation or liability of the Developer nor shall be taken to be acknowledgement, discharge or waiver by the Owners of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.

- vi. The Owners shall not remain responsible for any accident and/or mishap or damage taking place within or outside the '*Said Property*' while undertaking demolition of the existing structures, if any, at the '*Said Property*' and during the course of development and the developer has agreed to keep the Owners, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, in relation thereto.
- vii. The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the '*Said Property*' or any part or portion thereof.
- viii. The Developer shall not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the engineer and other consultants as may be necessary and/or required for the purpose of construction erection and completion of the said new building/s.
- ix. The Developer shall remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance of the plan and in a good and workman like manner and by adhering to the Specifications and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- x. The Developer shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the sanctioned and/or revised sanctioned Building Plan.
- xi. The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the '*Said Property*'. The Developer and/or its contractors shall comply with all Labour Laws

including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the '*Said Property*'.

- xii. The Developer on being satisfied based on the representation of the Owners with the title of the Owners on prima facie basis and have agreed to take up the Project and hereby confirms and undertakes that, the Developer shall commence construction the Project immediately from the date of registration of the '*Said Property*', subject to any Force Majeure conditions, as defined in this Agreement.
- xiii. In this regard it is clarified that (1) full potential (including normal FAR and additional FAR) of the '*Said Property*' shall be utilized for construction of the New Building, (2) the developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project but not the Completion Certificate from concerned Authority.
- xiv. The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the Project. However, financial or other obligation or liability thereby, extends all necessary co-operation required by the Developer for obtaining such finances and/or funds.
- xv. GST and all other impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the Development of the '*Said Property*' or matters connected therewith, if any, relating to the construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same.
- xvi. It is hereby agreed that, if the Developer wants to change the nomenclature of the Developer Company, it can be done only with prior written consent of the Owners, the said consent should not be withheld unnecessarily by the Owners and the changed entity shall be bound by all the terms and conditions of this Agreement and all obligations and liabilities of the Developer in respect of the project.
- xvii. The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage,

water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units.

- xviii. The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the Land and/or Buildings(s) and/or Units as may from time to time be required and for that the developers can make applications in the name of Owners to concerned authorities, as their authorized representatives.
- xix. On and from the date of this Agreement, the Developer shall be in charge of the Development of the '*Said Property*' in the manner herein stated and further bear and pay all costs and expenses on account of security and safety of the '*Said Property*'.
- xx. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the '*Said Property*'.
- xxi. The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- xxii. The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with estimated value of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Costs. The proceeds from any insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration,, replacement, -or re-Instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- xxiii. For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project through the designated Real

Estate account, the Owners hereby agree that subject to the Developer not being in default or breach of any Conditions of Transfer, the Developer alone shall be responsible and authorized in the name of the Owners to receive in trust for the Owners, the Owners' share of all earnest money, advances, deposits, considerations and other amounts (including Net Sale Proceeds) payable by the transferee/s for the sale or Transfer of Units and other saleable areas and give valid receipts and discharges therefor.

- xxiv. It is further agreed that the Developer shall collect, charge certain amounts for and on behalf of the Owners after the registration of this agreement from the proposed Purchasers/allottees which shall be given to the following persons:-

SR. NO.	HEAD OF CHARGES	WHOM TO TRANSFER
1	An amount of @ 150/- plus GST per sqft on unit's BUA for Opal & Crimson club membership charges will be paid to Tirupati Carrier Ltd	Tirupati carrier ltd.
2	An amount of @ 200/- plus GST per sqft on unit's BUA for Electric Substation & Transformer Chg. will be paid to Shiv Niketan Ltd	Shiv Niketan Ltd

All the above mentioned charges may be waived/modified with the mutual consent between the parties to this Agreement and subject to future situations.

- xxv. The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the '*Said Property*' and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units of the Project by ensuring there is no delay, default or breach of this agreement or the agreement with such buyers.

ARTICLE-XI

INTEREST FREE REFUNDABLE SECURITY DEPOSIT

- 11.1 Any amounts paid or deposited by the BCPL to the Owners shall be the exclusive liability of the BCPL and the Developer shall not in any manner be responsible to make good or retain or adjust the same.

- 11.2 However, the Developer shall pay to the BCPL an interest free security deposit of a sum of Rs. 1.50 crore which shall be refunded by the Owners ~~by way of adjustment~~ out of the revenue sharing of the Owners as provided for hereinbelow.
- 11.3 It is recorded that the Developer has paid to the BCPL already a part deposit of Rs. 11,00,000/- (Rupees Eleven Lakh) on or about 17.10.2024.
- 11.4 It is recorded that the Developer has paid to the BCPL already a part deposit of Rs. 89,00,000/- (Rupees Eighty Nine Lakh) on or before entering into the present Agreement.
- 11.5 Payment of balance security deposit of Rs. 50,00,000/- (Rupees Fifty Lakhs) only shall be done at a mutually agreed timeframe.

ARTICLE – XII
TIME OF COMPLETION

12. It is agreed between the parties herein that the Developer shall complete the development of the Project in all respects and with all specifications, within 31/12/2026 .

Provided that, the above period may be extended for a further period of 1(One) year in accordance with law.

ARTICLE – XIII
SHARING RATIO

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

Owners/BCPL : 40 % Forty Percent) net saleproceeds.
Developer : Balance60%Sixty Percent) of the net saleproceeds.

- 13.2 However, the sharing ratio out of net revenue generate by sale of saleable areas which shall include the amounts, if any, collected towards PLC to the Transferees as between the Owners/BCPL and the Developer herein shall be being entitled to 60% thereof and the Owners being entitled to 40% thereof but subject however, to the under mentioned deductions and/or agreed calculations.
- 13.3. Apart from the share in the Divisible Revenue to be received by the Confirming Party/Assignor, the Assignor shall also be entitled to certain reimbursement towards the works already carried out at the Project viz :
- A. @ Rs. 150/- per square feet of the total built up area towards OPAL & CRIMSON CLUB membership.
 - B. @ Rs. 200/- of the built up area towards Installation of Sub Station, Electricity, Transformer , Generator charges
 - C. GST extra as applicable on above.
- 13.4 The revenue of 40% to be shared among the owners and BCPL on the basis of their agreed ratio being Charles Commercial Private Limited 5%, Shiv Niketan Limited 5%, Om Towers Pvt. Limited 10%, Tirupati Enclave Private Limited 5%, Tirupati Carrier Limited 10%, Bhutoria Construction Private Limited 5%.
- 13.5 No deductions will be made by the developer from the Profit sharing ratio of the owners and BCPL on account of CCTV installation & maintenance and WTP.

ARTICLE - XIV **MARKETING OF PROJECT**

- 14.1 The Developer shall have the exclusive right and crucial obligation to adequately publicize/ advertise / promote the entire Project to drive and achieve high sales of Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project.

- 14.2 All the parties hereby agree undertake and acknowledge that the Developer shall be entitled to receive booking, enter into agreement for sale, allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the '*Said Property*' as per the terms of this instant Agreement. The Developer shall be entitled to receive consideration / allotment money/ advance consideration, etc. in its own name in respect of sale of the bungalows and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of sales of all bungalows in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account as per the prevailing Real Estate Law
- 14.3 The Parties have mutually agreed that, the entirety of the Project shall be sold out within the Completion Time that is, within December 2026. In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual agreement in writing. After the agreed extended period (if applicable) or if no such extended period is agreed then on expiry of 12 months from the Completion Time, the unsold stock shall be divided/shared in a fair and equitable manner between the Parties as per the agreed revenue share ratio as mentioned in clause 13.1 hereto after deduction of any Notional rent, applicable taxes/levies and maintenance charges as may be applicable on such unsold stock. The Owners shall upon being delivered possession of its portion of the unsold stock by the Developer also liable to pay to the Developer 'Other Deposit and Charges' [mentioned in clause 1.5 (d)(i)] applicable to their share of such unsold stock plus applicable GST on such unsold stock & 'Other Deposit and Charges'.
- 14.4 The Owners and the BCPL hereby agree and the Developer hereby agrees, undertakes and acknowledges that subsequent to Registration of the proposed project with under prevailing Real Estate Law, exclusively be entitled to take applications/requests for booking issue letter of Allotment to the prospective Purchasers/Allottees but all agreement for sale, sale deed, nomination/transfer etc., of any Saleable Space, Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the '*Said Property*' shall be signed and executed by both parties and the Owners shall be represented through their constituted Attorney. However, this clause may be modified later on subject to arising of special circumstances.

- 14.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 14.6 The Parties hereby agree that all Net Sale Proceeds, booking amounts, advances and sale proceeds received by the Developer for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared between the Developer and the BCPL in the ratio as mentioned in the Cl. 13.1 above.
- 14.7 The Marketing Costs and Brokerage cost (inclusive of GST and other overheads) shall be borne and paid by the Developer.
- 14.8 In case of there being any requirement of any transaction to be carried out by a manner other than absolute sale in respect of any unit or saleable area, the Developer shall obtain prior written consent of the BCPL in respect thereof.
- 14.9 The Developer assures to the BCPL that the Developer will not carry out any sale of each Bungalow at a rate below Rs. 70, 00,000/- (Rupees Seventy Lakh).
- 14.10 In case of any delay takes place in completing the Project, the Owners and/or the BCPL will not be responsible, in any manner, to suffer by any litigation, cases, proceedings etc. filed by the Transferees however, it is clarified, in the event any litigation case proceeding arises out of transactions undertaken by the Owners and the BCPL in such event the Owners and BCPL shall be responsible for the same and for all costs and consequences arising therefrom. It is clarified that the Owners and BCPL shall ensure and continue to indemnify the Developer herein for any stoppage/delay in work and/or in flow of revenue.

ARTICLE – XV

INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS

- 15.1 All costs and expenses for the Development of the Project shall be borne by the Developer.
- 15.2 The total revenues in terms of gross sale proceeds of the Project constructed areas (excluding the amounts as mentioned in clause 1.5 hereto) shall be shared by the Owners and the Developer in the ratio as mentioned in clause 13.1 above.

- 15.3 It has been decided that, the day to day administration of the marketing and compliance of the terms and conditions of sale of the total saleable spaces/units in the Project to the transferees shall be made by the Developer. The Developer shall be entitled to receive consideration/allotment money/ advance consideration, etc. in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in the Specified Account.
- 15.4 With effect from the month when booking of bungalows will be started, by the 15th day of each succeeding month, the Developer will pay to the BCPL, the BCPL's Share of Net Sale Proceeds calculated upto the last date of such payment as received and will also provide to the BCPL a detailed statement in respect thereof to be prepared by the Developer containing details of (a) all transactions entered into the Project, (b) cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, (c) all other relevant particulars and details and (d) the corresponding Gross Sale Proceeds and Net Sale Proceeds all upto the date of payment to the BCPL. Along with the statement as abovementioned, the bank statement of the Specified Account during the immediately preceding English calendar month shall also be provided by the Developer to the BCPL. In addition to the above, the Developer shall be bound to cause and ensure the entire payment of the BCPL's Revenue Share in respect of commercial areas, if any, on or before the execution of the deeds of conveyance/transfer of such commercial unit/saleable area in favour of the transferee.
- 15.5 The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees and deposited in the Specified Account mentioned above. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of Taxes in respect of the sale of the Units to the transferees shall be made out of the Taxes received from the Transferees forming part of Gross Sale Proceeds.
- 15.6 The parties to this agreement shall bear their own respective tax liabilities in accordance with law.

- 15.7 It is further recorded that in view of the present laws, the intending transferees may deduct Tax Deductible at Source in accordance with the provisions of the Income Tax laws of India and similarly the Developer shall deduct TDS from revenue of the BCPL.
- 15.8 After completion of the Project the BCPL and the Developer shall reconcile their account and pay or receive suitably the amounts which falls due it being clarified that in case of unsold stock the same shall be taken over as between the BCPL and the Developer as per the sharing ratio. It is further provided that each parties will pay and bear its own GST on the respective retained stock.
- 15.9 The cost of execution and registration of this agreement including the necessary stamp duty and registration fees will be borne by the Developer/Attorney. The expenses incurred for it, will not be adjusted from the profit sharing ratio.

ARTICLE - XVI

OWNERS'S OBLIGATIONS

- 16.1 The Owners and the BCPL jointly and severally shall at its own cost and effort shall:
- i. Handover peaceful possession of the said Property to the Developer on as is where is basis.
 - ii. Provide all the title related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof.
 - iii. Co-operate with the Developer in all respect for development of the 'Said Property' in terms of this agreement.
 - iv. For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the said plan.
 - v. Execute one or more registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees

and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the said Project and enter into Agreement for Sale with intending Purchasers and execute Deed of Conveyance in favour of the Purchaser/s and to represent the Owner.

- vi. The Developer herein shall remit the allocation of the respective parties through the Project escrow account on receipt basis and in fortnightly cycles. The parties shall reconcile accounts every 30 days by e-mail confirmation to each other.
- vii. Any cancellation if effected (on mutual consent basis/ pursuant to statutory order, direction (/after the booking is done/after the Agreement is registered) the respective parties shall also refund back to the Developer their respective refund amounts. In the event the refund amount is not paid by any of the party concerned to the Developer, in such case the Developer shall first deduct the said refundable amount from the next payment to be made to the Landowner/BCPL by the Developer.
- viii. The Owners and BCPL shall provide access to the Schedule Land through the access roads erected or to be erected in the other phases being developed by the BCPL, its sister concerns, the Landowners herein and/or its sister concern and the Schedule Property shall also have an independent direct access metalled road from Bakrahat Road to the Project Area of the present phase.

16.2 The Owners and the BCPL have further agreed by way of negative covenants that during the subsistence of this agreement subject to the Developer not being in delay or default in compliance of its obligations hereunder:

- i. Not to cause any interference or hindrance in the development of the 'Said Property' by the Developer.
- ii. Not to do any act, deed or thing whereby the Developer is prevented from promoting and advertising of the said project.

- iii. Not to let out, grant lease, mortgage or charge or in any like way transfer or encumber the '*Said Property*' save and except as regards the allocation and/or revenue share of the Owners and save to any buyer/transferee of the saleable spaces in the Project.
- iv. To handover all original title deeds to the Developer relating to the lands which are exclusively within the periphery of Phase VII and certified copies of lands falling under the present phase and other phases. All original warrision certificates, Khajana receipts, R.S. and L.R. records shall also be handed over.

ARTICLE -XVII

DEFAULT AND REMEDIES

17. In case, the completion certificate or occupancy certificate is not received by the Developer although the same being applied for in such event the Project will be extended for a further period of one year , however, the right of the owners and BCPL shall remain unaffected and the allocation as agreed to be shared on receipt basis.

Any units remaining unsold for one year, After the completion certificate is issued , in such event the parties shall mutually decide to distribute the same on the basis of the agreed sharing ratio and physically identify their respective Units and shall be entitled to the revenue for their respective Units.

ARTICLE - XVIII

PROJECT DECISIONS

18. It is mutually decided by and between the parties that the name of the Project will be "**GEMS BOUGAINVILLAS PHASE- VII by BHAWANI GROUP** ".or by any other suitable suffix and/or prefix to the existing name.

ARTICLE -XIX

PROCEDURE

- 19. Apart from the execution of the Specific Power of Attorney, the Owners and BCPL shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the '*Said Property*' in terms of this Agreement and to facilitate the furtherance of the objects and intent of this Agreement. All powers

and authorities granted to BCPL by the Owners stands terminated, rescinded with immediate effect.

20. All Allotments , Agreement for sale and deed of conveyance shall require the Owners (to be represented by the Developer on the basis of the power of attorney) and the Developer and the Intending purchaser to be parties. BCPL shall not be required to join as a party in any allotments, agreement for sale and deed of Conveyance however the right and entitlement of BCPL to receive the agreed share of revenue through the escrow mechanism shall not be affected.

ARTICLE - XX

PROJECT

- 20.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Building to be constructed for the development of the '*Said Property*', in accordance with the sanctioned and/or revised sanctioned plans and as per the specifications mentioned in the **THIRD SCHEDULE**.
- 20.2 The Developer shall be authorized in the name of the Owners in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement steel bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building and other inputs and facilities required for the construction or for the better enjoyment of the building:
- 20.3 The Developer shall at their own cost, charges, expenses, outgoings and fees timely comply with all requirements and obligations under the relevant Real Estate Laws as also other applicable laws including obtaining the registration and/or approval of the Project. At the request of the Developer, the Owners shall, within a reasonable time sign the necessary papers as may be required. The Developer shall keep all insurances required under the Real Estate Law, as also all licenses, permission and/or approval valid and subsisting at all times at its own costs and expenses. In the event of any interest, penalty, compensation liability and/or other amounts becomes payable under and/or pursuant to WBRERA/Competent Authority/Pollution Control Board and/or any other applicable law (including to Transferees and Third Party) and/or any punishment being ordered for any offence on any account whatsoever

other than due to the default of the Developer under this Agreement then the same shall be sole liability, obligation and responsibility of the Developer who shall bear, pay and suffer the same.

ARTICLE -XXI
FORCE MAJEURE

21.1 Notwithstanding anything contained under this Agreement, neither the Developer, nor the Owners shall be responsible for any delay or any breach if such delay or breach is caused by reason of any Force Majeure (Natural Calamity) or similar calamities or any restrictive order by Central or State Government or any other Statutory Body in future and also which all are defined in the WBRERA or any other Real Estate Law as may be in vogue at the appropriate time or in any situation beyond the control of either party as per such definition in WBRERA or other Real Estate Law which may be in vogue at the material time.

21.1 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be responsible for corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.

ARTICLE - XXII
INDEMNITY

22.1 The Owners and the BCPL shall be jointly and severally hereby undertake that the Developer shall be entitled to the development of the '*Said Property*' and shall enjoy its allocated space without any interference and/or disturbance PROVIDED the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

22.2 The Owners and the BCPL shall subject to due compliance of its obligations by the Developer, not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said project.

- 22.3 The Owners and the BCPL jointly and severally agree to indemnify, keep indemnified, defend and hold harmless the Developer against any and all losses, expenses, claims, costs and damages suffered by the Developer owing to default of the Owners in respect to the right, title, Ownership and interest in, to or upon the *'Said Property'*, and likewise the vice-e-versa.

ARTICLE – XXIII
DEVELOPER'S INDEMNITY

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

and damages suffered, breach or alleged breach arising out of, or which arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.

- 23.6 Developer shall indemnify and shall always keep the Owners, its employees, assigns and agents indemnified and harmless against:
- i. All borrowings made for the Project and mortgages and charges created over the '*Said Property*'.

ARTICLE - XXIV **MISCELLANEOUS**

- 24.1 The Parties agree that in the event of any breach of the provisions of this Agreement which such party fails to remedy within a reasonable period of being notified by the other, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.
- 24.2 The Parties shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.
- 24.3 If at any time additional / further constructions become permissible on the '*Said Property*' due to change in any law or Building Rules or otherwise, then such additional / further constructions shall be made by the Developer at its own costs, however the Owners shall be bound by their obligation, if any, as mentioned in clause 16.1(viii) herein above. The Developer shall sell such additional / further constructions and the sale proceeds thereof shall be shared by the Owners and the Developer in the agreed ratio as mentioned in clause 13.

24.4 In the event of any additional land contiguous and/or adjacent to the Schedule Land is available for development and such land is acquired by the Landowners in such event the Landowners shall offer the development rights to the Developer herein. In the event the Developer acquires and/or enters into development agreements with the adjacent Landowner, in such event the Landowners and BCPL shall not have any objection to the same. Amenities, sewerage, electrical, drainage network will be shared and internal roads, pathways, passageways, drains, trenches, ducts, shall also be shared and integrated without any objection from any parties treating the adjacent land as extension projects/phases of the present Phase. Name of the Developer shall be used for all promotional and branding purpose for such extended phases

24.5

24.6 Drafting of Deeds & Documents.

a) That all agreements for sale, transfer and or other documents which are required to be executed and registered for transfer by way of sale or otherwise (as may be advised) of the constructed areas together with undivided proportionate impartible share of the said Property shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Units and other constructed areas of the said Project and the Owners through their constituted attorney and Developer shall from time to time execute and register all such Agreements for Sale, and other Deeds and documents unto and in favour of intending Transferees and shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.

b) That the template of all agreement for sale, deeds of sale/ transfer and other documents which are required to be executed and registered as envisaged herein shall be drafted by common solicitor and/or Advocate of the Developer in consonance with the WBRERA. The Owners and the Developer agree to share the details of the amenities and facilities that will be on sharing basis for Phase VII being the subject matter of this Agreement together with the other phases in the vicinity identified and marketed as Gems Project.

- c) All the legal and transfer documents shall be drafted by the Developer's Legal Cell and got vetted by the Confirming Party/Assignor.
 - d) That the parties herein shall not change alter and/or deviate from the said uniform drafts of the agreement for sale, deeds and/or other documents.
- 24.7 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.
- 24.8 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners to the Developer or creation of any right title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.
- 24.9 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owners and Developer.
- 24.10 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owners. The Owners shall provide all the original Title Deeds and certified copies in the manner as recorded above .
- 24.11 After the completion of the project, the transferees of all bungalows shall form an Association, and the Developer shall cause each of the bungalow- transferees to whom they would transfer their respective right, title and interest to compulsory become a member of such Association. After formation of the Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purpose. The BCPL and the Owner shall ensure that the Developer herein suffers no inconvenience in handingover process as all gems project in the vicinity are being developed by BCPL and/or its associate companies and that all rights granted to Gems Project in the vicinity are also made available to the present phase without any additional costs.

- 24.12 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. If any such provision is so held to be invalid, illegal or unenforceable, the Parties undertake to use their best efforts to reach a mutually acceptable alternative so as to give effect to such provision in a manner which is not invalid, illegal or unenforceable and to the extent feasible, accurately represents the intention of the Parties. This agreement is final and binding upon all parties herein.
- 24.13 The signatory executing this Agreement on behalf of the Owners, BCPLand Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 24.14 The Owners and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owners and Developer in their behalf.
- 24.15 No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

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

ARTICLE - XXV

GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION

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

ARTICLE - XXVI

CONSTRUCTION FINANCE

- 26.1 The Developer shall be entitled to deposit original title deeds and documents of the 'Said Property' with the Financier for the purpose of the said Construction Finance in the manner that the Financier shall not have any right or lien in respect of Owners' share. For the aforesaid purpose the Owners will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided that the Owners shall not have any liability whatsoever to repay the loan obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability. The consent of the Owners in availing construction finance being confirmed the Owners and if required BCPL shall be represented by the nominee /authorised representative of the Developer herein
- 26.2 It is also agreed that the intending transferees shall also be entitled to mortgage and / or create charge over or in respect of their respective units while obtaining loans for

purchasing the same in the said project without any financial or other obligation or liability upon the Owners and the Developer shall obtain necessary NOC from their financier for the said purpose.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Property)

ALL THAT pieces and parcels of land total measuring **193.21 decimals** comprised in L.R. Dag No. 63 (P) (11.2 Decimal), 64(P), (8.4 Decimal), 70(P)(5.3 Decimal), 71(P) (16.3 Decimal), 72(P) (16.4 Decimal), 73 (28.71 Decimal), 74 (45 Decimal), 78(P) (3 Decimal), 79(P) (2 Decimal), 90(P) (1 Decimal), 91(P) (1.5 Decimal), 92(P) (15.4 Decimal), 93(P) (1.6 Decimal), 435(P) (37.4 Decimal), under L.R.Khatian Nos.1303, 1348, 1481, 1480, 1625, 1467, 1405, 2344 in Mouza: Uttar Kajirhat, J.L. No: 22, P.S. Bishnupur, Paragana- Magura, District: South 24 Paraganas, Pin-700104, which is butted and bounded in the manner as follows:

On the North: - L.R. Dag No. 61(P), 70(P), 71(P), 72(P), 73(P), 92(P), of Uttar Kajirhat Mouza

On the South: - L.R. Dag No. 435(P), 444(P), of Uttar Kajirhat Mouza

On the East: - L.R. Dag No. 76(P), 77(P), 78(P), 79(P), 90(P), 91(P), 92(P), of Uttar Kajirhat Mouza

On the West: - L.R. Dag No. 63(P), 64(P), 69(P), 435(P), of Uttar Kajirhat Mouza

ANNEXED SITE PLAN AND ENTRY EXIT PATHWAYS WAYS.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Specifications)

Foundation	Brick/R.C.C foundation.
Structure	Brick/R.C.C. framed structure.
Water Supply	24 - Hours treated water supply.
Electrical	Provision for sufficient electrical points in each and every flats and common area as may be required and suggested by the consultant.

Qanda Dimpunata

	Provision for Telephone & T.V points in Living room. Modular switches of reputed brand. Safety equipment such as M.C.B for all flats.
Wiring project/complex	Fire resistance concealed, electrical wiring in entire project/complex.
Wall Finish	Interior: Smooth putty or POP finished walls. Exterior: Paint.
Flooring & Dado	Vitrified tiles for living, dining, all bedrooms and balcony. Kitchen/Toilet floors to be made with mat finish ceramic/vitrified tiles.
Toilet	Ceramic/vitrified tiles of a reputed brand (up to lintel height). Porcelain sanitary ware of reputed brand. CP fittings of a reputed brand.
Door	Door frames made of seasoned and treated wood. Flush doors or teak wood finished doors. Quality locks/handles (hardware) for all doors of reputed brand.
Window	Color Anodized/ powder - coated glazed aluminum window.
Kitchen	Granite counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height. Stainless steel Sink.

Amenities

- Sewerage Treatment Plant for Phase 7.
- Power Backup for Common areas and Bungalowsto be installed by the Owners for the larger Project including the present phase.
- CCTV monitoring & surveillance system in common areas to be installed by the Developer for the present Phase.
- Iron removal plantto be installed by the Developer for the present phase.

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

SIGNED SEALED AND DELIVERED by the **OWNERS** at Kolkata in the presence

of:

1. *Saha*
10, old Port office st.
Kat-1

2. *Sukhen Bar*
291/29, M.G. Road
kol-104

SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:

1. *Saha*

2. *Sukhen Bar*

SIGNED SEALED AND DELIVERED by the **BCPL** at Kolkata in the presence of:

1. *Saha*

2. *Sukhen Bar*

Drafted by me
Sukhen Bar
Advocate
Calcutta High Court
Enrollment No. - F/182/175/2018.

TIRUPATI ENCLAVE PRIVATE LIMITED

Director

CHARLES COMMERCIAL PVT. LTD.

Director

OM TOWERS PVT. LTD.

SHIV NIKETAN LIMITED

Director

TIRUPATI CARRIER LIMITED

Director

Himanga Mercantiles Pvt. Ltd.

Adamsi Jyothimata

Director

BHUTORIA CONSTRUCTION PVT. LTD.

Director

MEMO OF CONSIDERATION

Received a sum of Rs. 1,00,00,000/- (Rupees One Crore)

Date	By Cheque/Demand Draft No.	Bank	In favour of	Amount (Rs.)
17.10.2024	849108	SBI	Bhutoria Construction Pvt Ltd	11,00,000.00
11.12.2024	602306	SBI	Charles Commercial Pvt Ltd	12,00,000.00
11.12.2024	602307	SBI	Shiv Niketan Ltd	15,00,000.00
11.12.2024	602308	SBI	Om Towers Pvt Ltd	25,00,000.00
11.12.2024	602309	SBI	Tirupati Enclave Pvt Ltd	12,00,000.00
11.12.2024	602310	SBI	Tirupati Carrier Ltd	25,00,000.00
Total:			1,00,00,000.00	

(Rupees One Crore) only

Witnesses :-

1. *Saleh*

2. *Sukhen Bar.*

TIRUPATI ENCLAVE PRIVATE LIMITED

Director

CHARLES COMMERCIAL PVT. LTD.

Director

OM TOWERS PVT. LTD.

Director

SHIV NIKETAN LIMITED

Director

TIRUPATI CARRIER LIMITED

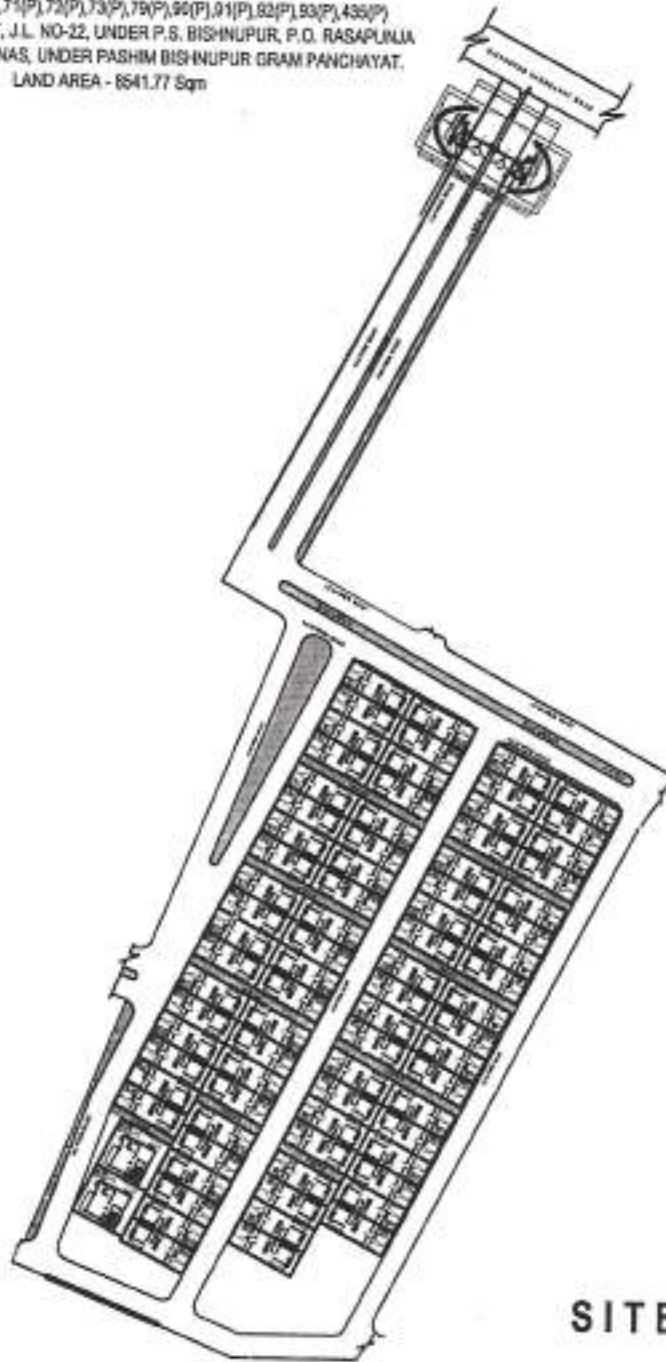
Director

BHUTORIA CONSTRUCTION PVT. LTD.

Director

SITE PLAN AT R. S. DAG NO

63(P), 64(P), 70(P), 66(P), 71(P), 72(P), 73(P), 79(P), 96(P), 91(P), 82(P), 93(P), 436(P)
 MOUZA- UTTAR KAZIRHAT, J.L. NO-22, UNDER P.S. BISHNUPUR, P.O. RASAPUNJA
 DIST - SOUTH 24 PARGANAS, UNDER PASHIM BISHNUPUR GRAM PANCHAYAT.
 LAND AREA - 6541.77 Sqm



SITE PLAN

BHUTORIA CONSTRUCTION PVT. LTD.
[Signature]
 Director

TIRUPATI CARRIER LIMITED
[Signature]
 Director

Himanga Mercantiles Pvt. Ltd.

[Signature]
 Director

SHIV NIKETAN LIMITED
[Signature]
 Director

TIRUPATI ENCLAVE PRIVATE LIMITED
[Signature]
 Director

CHARLES COMMERCIAL PVT. LTD.
[Signature]
 Director

OM TOWERS PVT. LTD.
[Signature]
 Director

SPECIMEN FORM FOR TEN FINGERS PRINT

	<i>Qanda Thirumala</i>					
		Little Ring Middle Fore Thumb (Left Hand)				
		Thumb Fore Middle Ring Little (Right Hand)				
	<i>Qanda Thirumala</i>					
		Little Ring Middle Fore Thumb (Left Hand)				
		Thumb Fore Middle Ring Little (Right Hand)				
	<i>Qanda Thirumala</i>					
		Little Ring Middle Fore Thumb (Left Hand)				
		Thumb Fore Middle Ring Little (Right Hand)				
PHOTO						
		Little Ring Middle Fore Thumb (Left Hand)				
		Thumb Fore Middle Ring Little (Right Hand)				

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DATED THIS THE 12<sup>th</sup> DAY OF December 2024

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BETWEEN

**M/s. TIRUPATI CARRIER LIMITED &
ORS.**

... OWNERS

AND

M/s. HIMANGA MERCANTILES PVT. LTD

... DEVELOPER

AND

**M/s. BHUTORIA CONSTRUCTION PRIVATE
LIMITED ... OUTGOING DEVELOPER/PCB**

DEVELOPMENT AGREEMENT



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



192024250313051138

GRN Details

GRN:	192024250313051138	Payment Mode:	SBI Epay
GRN Date:	12/12/2024 12:19:33	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1951381699419	BRN Date:	12/12/2024 12:20:06
Gateway Ref ID:	CHR9007725	Method:	State Bank of India NB
GRIPS Payment ID:	121220242031305112	Payment Init. Date:	12/12/2024 12:19:33
Payment Status:	Successful	Payment Ref. No:	2003136631/11/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr RAUNAK JHUNJHUNWALA
Address:	829/A LAKE TOWN BLOCK A KOLKATA 700 0089
Mobile:	9831899977
Email:	RAUNAKGROUP1@YAHOO.CO.IN
Period From (dd/mm/yyyy):	12/12/2024
Period To (dd/mm/yyyy):	12/12/2024
Payment Ref ID:	2003136631/11/2024
Dept Ref ID/DRN:	2003136631/11/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003136631/11/2024	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2003136631/11/2024	Property Registration- Registration Fees	0030-03-104-001-16	100021
Total				135042

IN WORDS: ONE LAKH THIRTY FIVE THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1904-18669/2024	Date of Registration	12/12/2024
Query No / Year	1904-2003136631/2024	Office where deed is registered	
Query Date	10/12/2024 8:16:09 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	MOUSUMI PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003301158, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,80,58,730/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 1,00,105/- (Article:E, E, B)		
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-63	RS-1303	Bastu	Shali	11.2 Dec		16,26,509/-	Property is on Road Adjacent to Metal Road,
L2	RS-64	RS-1303	Bastu	Shali	8.4 Dec		12,19,882/-	Property is on Road Adjacent to Metal Road,
L3	RS-70	RS-1303	Bastu	Shali	5.3 Dec		7,69,697/-	Property is on Road Adjacent to Metal Road,
L4	RS-71	RS-1480	Bastu	Shali	16.3 Dec		23,67,151/-	Property is on Road Adjacent to Metal Road,
L5	RS-72	RS-1348	Bastu	Shali	16.4 Dec		23,81,674/-	Property is on Road Adjacent to Metal Road,
L6	RS-73	RS-1405	Bastu	Shali	28.71 Dec		41,69,381/-	Property is on Road Adjacent to Metal Road,
L7	RS-74	RS-1348	Bastu	Shali	45 Dec		65,35,080/-	Property is on Road Adjacent to Metal Road,
L8	RS-78	RS-1481	Bastu	Shali	3 Dec		4,35,672/-	Property is on Road Adjacent to Metal Road,
L9	RS-79	RS-1405	Bastu	Shali	2 Dec		2,90,448/-	Property is on Road Adjacent to Metal Road,

L10	RS-90	RS-1405	Bastu	Shali	1 Dec		1,45,224/-	Property is on Road Adjacent to Metal Road,
L11	RS-91	RS-1303	Bastu	Shali	1.5 Dec		2,17,836/-	Property is on Road Adjacent to Metal Road,
L12	RS-92	RS-1348	Bastu	Shali	15.4 Dec		22,36,450/-	Property is on Road Adjacent to Metal Road,
L13	RS-93	RS-1348	Bastu	Shali	1.6 Dec		2,32,358/-	Property is on Road Adjacent to Metal Road,
L14	RS-435	RS-1481	Bastu	Shali	37.4 Dec		54,31,378/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			193.21Dec	0 /-	280,58,730 /-	
		Grand Total :			193.21Dec	0 /-	280,58,730 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	CHARLES COMMERCIAL PVT LTD BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	TIRUPATI CARRIER LTD BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX2 , PAN No.: AAxxxxxx3B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	SHIV NIKETAN LIMITED BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	OM TOWERS PRIVATE LIMITED BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	TIRUPATI ENCLAVE PVT LTD 23A, N.S. ROAD, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Date of Incorporation:XX-XX-1XX7 , PAN No.: AAxxxxxx0G,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	BHUTORIA CONSTRUCTION PRIVATE LIMITED BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-1XX6 , PAN No.: AAxxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

2	HIMANGA MERCANTILES PRIVATE LIMITED P-829/A, LAKE TOWN, Block/Sector: A, City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089 Date of Incorporation:XX-XX-1XX4 , PAN No.: AAxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
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Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ARRUN BHUTORIA Son of Late SUMER MULL BHUTORIA Date of Execution - 12/12/2024, , Admitted by: Self, Date of Admission: 12/12/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature  12/12/2024
	4, PRETORIA STREET, City:- , P.O:- MIDDLETON ROW, P.S:-Shakespear Sarani, District:-South 24-Parganas, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.: ADxxxxxx5J, Aadhaar No: 70xxxxxxxx4176 Status : Representative, Representative of : TIRUPATI CARRIER LTD (as DIRECTOR), TIRUPATI ENCLAVE PVT LTD (as DIRECTOR), BHUTORIA CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)			
2	Name Mr LALIT KUMAR BHUTORIA Son of Mr PRAKASH CHAND BHUTORIA Date of Execution - 12/12/2024, , Admitted by: Self, Date of Admission: 12/12/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature  12/12/2024
	4, PRETORIA STREET, City:- , P.O:- MIDDLETON ROW, P.S:-Shakespear Sarani, District:-South 24-Parganas, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.: AFxxxxxx2R, Aadhaar No: 45xxxxxxxx4268 Status : Representative, Representative of : CHARLES COMMERCIAL PVT LTD (as DIRECTOR), SHIV NIKETAN LIMITED (as DIRECTOR), OM TOWERS PRIVATE LIMITED (as DIRECTOR)			
3	Name Mr RAUNAK JHUNJHUNWALA (Presentant) Son of Mr SUSHIL KUMAR JHUNJHUNWALA Date of Execution - 12/12/2024, , Admitted by: Self, Date of Admission: 12/12/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature  12/12/2024

P-829/A, LAKE TOWN, Block/Sector: A, City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: AExxxxxx5G, Aadhaar No: 23xxxxxxxx4549
Status : Representative, Representative of : HIMANGA MERCANTILES PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SOUMEN LAHA Son of Late Bonomali Laha 15/1, Beni Mitra Lane, City:- , P.O:- Shibpur, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102		 Captured	
	12/12/2024	12/12/2024	12/12/2024

Identifier Of Mr ARRUN BHUTORIA, Mr LALIT KUMAR BHUTORIA, Mr RAUNAK JHUNJHUNWALA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.12 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.12 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.12 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.12 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.12 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.12 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.12 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.12 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.12 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.12 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.1 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.1 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.1 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.1 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.1 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.1 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.1 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.1 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.1 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.1 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.15 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.15 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.15 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.15 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.15 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.15 Dec

4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.15 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.15 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.15 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.15 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.54 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.54 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.54 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.54 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.54 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.54 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.54 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.54 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.54 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.54 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.16 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.16 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.16 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.16 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.16 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.16 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.16 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.16 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.16 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.16 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-3.74 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-3.74 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-3.74 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-3.74 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-3.74 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-3.74 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-3.74 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-3.74 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-3.74 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-3.74 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.84 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.84 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.84 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.84 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.84 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.84 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.84 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.84 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.84 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.84 Dec

Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.53 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.53 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.53 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.53 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.53 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.53 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.53 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.53 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.53 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.53 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.63 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.63 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.63 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.63 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.63 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.63 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.63 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.63 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.63 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.63 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.64 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.64 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.64 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.64 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.64 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.64 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.64 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.64 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-1.64 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-1.64 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-2.871 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-2.871 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-2.871 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-2.871 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-2.871 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-2.871 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-2.871 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-2.871 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-2.871 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-2.871 Dec

Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-4.5 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-4.5 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-4.5 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-4.5 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-4.5 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-4.5 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-4.5 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-4.5 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-4.5 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-4.5 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.3 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.3 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.3 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.3 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.3 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.3 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.3 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.3 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.3 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.3 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	CHARLES COMMERCIAL PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.2 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.2 Dec
2	TIRUPATI CARRIER LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.2 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.2 Dec
3	SHIV NIKETAN LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.2 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.2 Dec
4	OM TOWERS PRIVATE LIMITED	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.2 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.2 Dec
5	TIRUPATI ENCLAVE PVT LTD	BHUTORIA CONSTRUCTION PRIVATE LIMITED-0.2 Dec,HIMANGA MERCANTILES PRIVATE LIMITED-0.2 Dec

Endorsement For Deed Number : I - 190418669 / 2024

On 12-12-2024

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 15:15 hrs on 12-12-2024, at the Office of the A.R.A. - IV KOLKATA by Mr RAUNAK JHUNJHUNWALA ,

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,80,58,730/-

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

Execution is admitted on 12-12-2024 by Mr LALIT KUMAR BHUTORIA, DIRECTOR, CHARLES COMMERCIAL PVT LTD, BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; DIRECTOR, SHIV NIKETAN LIMITED, BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; DIRECTOR, OM TOWERS PRIVATE LIMITED, BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Indetified by Mr SOUMEN LAHA, , Son of Late Bonomali Laha, 15/1, Beni Mitra Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Others

Execution is admitted on 12-12-2024 by Mr RAUNAK JHUNJHUNWALA, DIRECTOR, HIMANGA MERCANTILES PRIVATE LIMITED, P-829/A, LAKE TOWN, Block/Sector: A, City:- , P.O:- LAKE TOWN, P.S:-Lake Town, District:- North 24-Parganas, West Bengal, India, PIN:- 700089

Indetified by Mr SOUMEN LAHA, , Son of Late Bonomali Laha, 15/1, Beni Mitra Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Others

Execution is admitted on 12-12-2024 by Mr ARRUN BHUTORIA, DIRECTOR, TIRUPATI CARRIER LTD, BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104; DIRECTOR, TIRUPATI ENCLAVE PVT LTD, 23A, N.S. ROAD, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001; DIRECTOR, BHUTORIA CONSTRUCTION PRIVATE LIMITED, BAKRAHAT ROAD, City:- , P.O:- RASAPUNJA, P.S:-Bishnupur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Indetified by Mr SOUMEN LAHA, , Son of Late Bonomali Laha, 15/1, Beni Mitra Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,105.00/- (B = Rs 1,00,000.00/- ,E = Rs 21.00/- , J = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/12/2024 12:20PM with Govt. Ref. No: 192024250313051138 on 12-12-2024, Amount Rs: 1,00,021/-,
Bank: SBI EPay (SBIEPay), Ref. No. 1951381699419 on 12-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

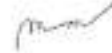
Description of Stamp

1. Stamp: Type: Impressed, Serial no 269259, Amount: Rs.5,000.00/-, Date of Purchase: 11/12/2024, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 12/12/2024 12:20PM with Govt. Ref. No: 192024250313051138 on 12-12-2024, Amount Rs: 35,021/-,

Bank: SBI EPay (SBIPay), Ref. No. 1951381699419 on 12-12-2024, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
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 1904-2025, Page from 22857 to 22915
being No 190418669 for the year 2024.



[Handwritten signature]

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2025.01.13 13:17:58 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 13/01/2025
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.