

149154/2022

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13495/22



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

70AB 416618

11-08
12/11/22

2/3198952/22



Additional Registrar of Assurances-II
Kolkata

Certified that the Document is admitted to
Registration and the
endorsement... are the part of...
document.

Additional Registrar
of Assurances II Kolkata
2 NOV 2022

**REGISTERED DEVELOPMENT AGREEMENT *along*
with REGISTERED DEVELOPMENT POWER OF
ATTORNEY**

THIS INDENTURE AND POWER OF ATTORNEY is made on this 12th
day of *November*, Two Thousand Twenty Two (2022).

BETWEEN

Serial No: 134652
Date: 15/06/2022



GRIPS Paym

SWARNANATH DAS
Advocate
6. Old Post Office Street
(Gr. Floor) Room No. 66
Kolkata-700 001
15 JUN 2022
S. CHATTERJEE
Stamp Vendor
C. C. Court
2 & 3, R. S. Roy Road, Kol-1



ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
12/06/2022

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



111120222017029366

GRIPS Payment Detail

GRIPS Payment ID:	111120222017029366	Payment Init. Date:	11/11/2022 18:42:34
Total Amount:	8089	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	8312515977135	BRN Date:	11/11/2022 18:43:02
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

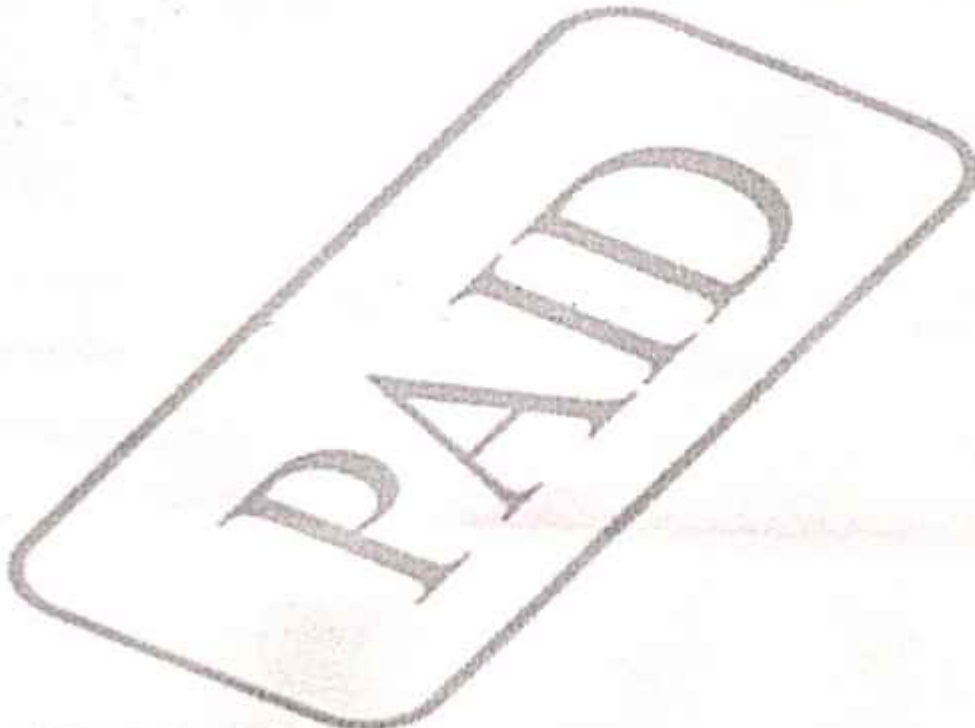
Depositor's Name: NITU DEVELOPERS PRIVATE LIMITED
Mobile: 9874150248

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230170293678	Directorate of Registration & Stamp Revenue	8089
Total			8089

IN WORDS: EIGHT THOUSAND EIGHTY NINE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192022230170293678

GRN Details

GRN:	192022230170293678	Payment Mode:	SBI Epay
GRN Date:	11/11/2022 18:42:34	Bank/Gateway:	SBIePay Payment Gateway
BRN :	8312515977135	BRN Date:	11/11/2022 18:43:02
Gateway Ref ID:	231578496614	Method:	State Bank of India UPI
GRIPS Payment ID:	111120222017029366	Payment Init. Date:	11/11/2022 18:42:34
Payment Status:	Successful	Payment Ref. No:	2003198952/3/2022
			[Query No*/Query Year]

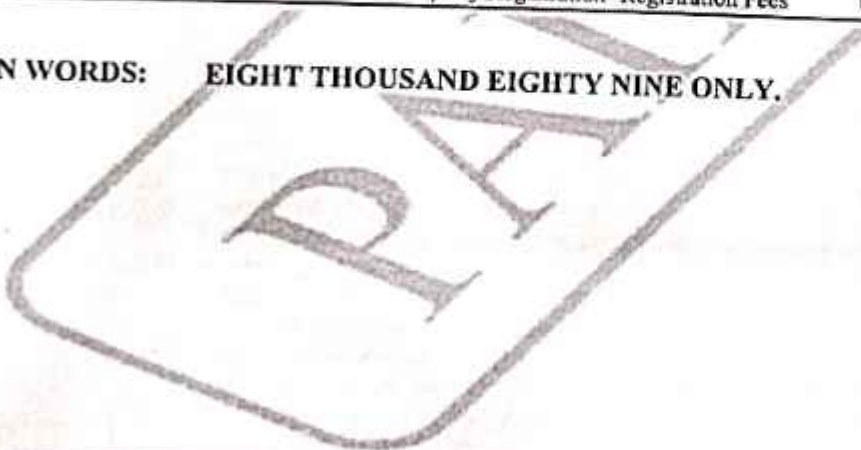
Depositor Details

Depositor's Name:	NITU DEVELOPERS PRIVATE LIMITED
Address:	LAUHATI RAJARHAT, West Bengal, 700135
Mobile:	9874150248
E-Mail:	jamaluddinmolla@gmail.com
Contact No:	82400884723
Depositor Status:	Buyer/Claimants
Query No:	2003198952
Applicant's Name:	Mr Swapnadip Das
Identification No:	2003198952/3/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	11/11/2022
Period To (dd/mm/yyyy):	11/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003198952/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	7061
2	2003198952/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	1028
			Total	8089

IN WORDS: EIGHT THOUSAND EIGHTY NINE ONLY.



M/S WITHAL SERVICES PRIVATE LIMITED [PAN No. AAACW4481E], a company incorporated in under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2nd Floor, P.O. G.P.O, P.S. Harestreet, Kolkata- 700001 represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal, hereinafter called the **"OWNER"** (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **ONE PART**.

AND

NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P], a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. ATYPM1138K], [AADHAAR NO. 426241332212] & [MOBILE NO. 9836048243]**, son of Mojambari Molla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors - in - interest) of the **OTHER PART**.

BACKGROUND:

OWNERSHIP OF WITHAL SERVICES PRIVATE LIMITED

1. **WHEREAS** One Jaygun Bibi alias Jaygun Bibi Gain (the Vendor therein) was the absolute owner and possessor of plots of Shali land total measuring an area of **01.333 Satak**, comprised in **R.S. & L.R. Dag Nos. 4114 & 4115**, under **L.R. Khatian No. 8589**, under the following manner :

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
01.000 Satak	0.1000	10 Satak	4114	8589	Shali
00.333 Satak	0.0333	10 Satak	4115	8589	Shali
Total 01.333 Satak be the same a little more or less					

lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.- 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24-Parganas, by virtue of inheritance and there after she recorded her name at **B.L.&L.R.O. Rajarhat, under L.R. Khatian No. 8589** and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said **Jaygun Bibi alias Jaygun Bibi Gain** (the Vendor therein) is well seized and possessed of the aforesaid plots of Shali land total measuring an area of **01.333 Satak**, comprised in **R.S. & L.R. Dag Nos. 4114 & 4115**, under **L.R. Khatian No. 8589**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and had been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in her name as absolute owner and possessors thereof and had the full right to dispose or transfer the same to anybody in any way as the Vendor therein shall think fit and proper.

Ownership of WITHAL SERVICES PRIVATE LIMITED: By an indenture of conveyance dated **07.09.2022**, registered at the office of **A.D.S.R. Rajarhat**, recorded in Book No- I, Volume number 1523-2022, Page from 644275 to 644294 and being **No 16603 for the year 2022**, the said **Jaygun Bibi Alias Jaygun Bibi Gain** sold, conveyed and transfer ALL THAT piece or parcel of

Rayati Dakhali Swattiya Bisistha plots of Shali land total measuring an area **01.333 Satak**, comprised in **R.S. & L.R. Dag Nos. 4114 & 4115**, under **L.R. Khatian No. 8589**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas in favour of **WITHAL SERVICES PRIVATE LIMITED** for consideration therein mentioned.

2. **WHEREAS** One **Kulsum Bibi** (the Vendor therein) was the absolute owner and possessor of plots of Shali land total measuring an area of **04.258 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8588**, under the following manner :

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
02.925 Satak	0.0750	39 Satak	4110	8588	Shali
01.000 Satak	0.1000	10 Satak	4114	8588	Shali
00.333 Satak	0.0333	10 Satak	4115	8588	Shali
Total 04.258 Satak be the same a little more or less					

lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, by virtue of inheritance and there after she recorded her name at B.L&L.R.O. Rajarhat, under **L.R. Khatian No. 8588** and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said **Kulsum Bibi** (the Vendor therein) was well seized and possessed of the aforesaid plots of Shali land total measuring an area **04.258 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8588**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and had been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in her name as absolute owner and possessors thereof and had the full right to dispose or transfer the same to anybody in any way as the Vendor therein shall think fit and proper.

Ownership of WITHAL SERVICES PRIVATE LIMITED: By an indenture of conveyance dated **07.09.2022**, registered at the office of A.D.S.R. Rajarhat, recorded in Book No- I, Volume number 1523-2022, Page from 644295 to 644315 and being **No 16604 for the year 2022**, the said **Kulsum Bibi** sold, conveyed and transfer ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plots of Shali land total measuring an area of **04.258 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8588**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. - 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas in favour of **WITHAL SERVICES PRIVATE LIMITED** for consideration therein mentioned.

3. **WHEREAS** One **Monsur Ali Molla** (the Vendor therein) was the absolute owner and possessor of plots of Shali land total measuring an area of **08.52 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8586**, under the following manner :

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
05.85 Satak	0.1500	39 Satak	4110	8586	Shali
02.00 Satak	0.2000	10 Satak	4114	8586	Shali
00.67 Satak	0.0667	10 Satak	4115	8586	Shali
Total 08.52 Satak be the same a little more or less					

lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24-Parganas, by virtue of inheritance and there after he recorded his name at B.L.&L.R.O. Rajarhat, under **L.R. Khatian No. 8586** and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said **Monsur Ali Molla** (the Vendor therein) was well seized and possessed of the aforesaid plots of Shali land total measuring an area **08.52 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8586**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and had been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in his name as absolute owner and possessors thereof and had the full right to dispose or transfer the same to anybody in any way as the Vendor therein shall think fit and proper.

Ownership of WITHAL SERVICES PRIVATE LIMITED: By an indenture of conveyance dated **11.10.2022**, registered at the office of A.D.S.R. Rajarhat, recorded in Book no. - I Volume number 1523-2022, Page from 640964 to 640983 and **being No 16463 for the year 2022**, the said Monsur Ali Molla sold conveyed and transfer ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plots of Shali land total measuring an area **08.52 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8586**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in favour of **WITHAL SERVICES PRIVATE LIMITED** for consideration therein mentioned.

4. **WHEREAS** one **Ahammad Ali Molla**, son of Ambar Ali Molla was the absolute recorded owner and possessor of plots of shali land totaling to an area of **5.595 satak** comprised in **R.S. & L.R Dag Nos 4110, 4114 & 4115** under **L.R. Khatian No. 8584**, under the following manner:-

Recorded land area	Share	Total out of land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of land
02.925 Satak	0.0750	39 Satak	4110	8584	Shali
02.000 Satak	0.2000	10 Satak	4114	8584	Shali
00.6700 Satak	0.0667	10 Satak	4115	8584	Shali
Total 05.595 Satak be the same a little more or less					

lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and thereafter he recorded his name at B.L.&L.R.O. Rajarhat, under **L.R. Khatian No. 8584** and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS said **Ahammad Ali Molla**, was the absolute recorded owner and possessor of plot of Shali land measuring an area of **02.4375 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110**, under **L.R. Khatian No. 449**, under the following manner:

Recorded land area	Share	Total out of land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of land
02.4375 Satak	0.0625	39 Satak	4110	449	Shali
Total 02.4375 Satak					

lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and there after he recorded his name at

B.L&L.R.O. Rajarhat, under L.R. Khatian No. 449 and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid plots of land total measuring an area 08.0325 Satak, comprised in R.S. & L.R. Dag Nos. 4110, 4114 & 4115, under L.R. Khatian Nos. 8584 & 449, the said Ahammad Ali Molla died intestate leaving behind his wife namely Samsur Nehar Bibi alias Samsunera Bibi (the Vendor No.1 therein), and four sons namely Saiful Molla, Safikul Molla, Sahidul Molla, Rosid Ali Molla (the Vendor Nos. 2 to 5 therein) and two daughters namely Sufiya Bibi, Rokia Bibi, (the Vendor Nos. 6 & 7 therein), as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land in terms of the Muslim Law and absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said Samsur Nehar Bibi alias Samsunera Bibi, Saiful Molla, Safikul Molla, Sahidul Molla, Rosid Ali Molla, Sufiya Bibi, Rokia Bibi, (all the Vendor therein) were well seized and possessed of the aforesaid plots of Shali land total measuring an area 08.0325 Satak, comprised in R.S. & L.R. Dag Nos. 4110, 4114 & 4115, under L.R. Khatian No. 8584 & 449, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as the Vendors therein shall think fit and proper.

AND WHEREAS Now said Samsur Nehar Bibi alias Samsunera Bibi, Saiful Molla, Safikul Molla, Sahidul Molla, Rosid Ali Molla, Sufiya Bibi, Rokia Bibi, (all the Vendor herein) being in need of money intended desired and agreed to sell and the Purchaser therein have agreed to purchase the aforesaid plots of Shali land total measuring an area 04.015 Satak (part of 08.0325 Satak), comprised in R.S. & L.R. Dag Nos. 4110, 4114 & 4115, under L.R. Khatian Nos. 8584 & 449, lying and situated at Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of Chandpur Gram Panchayat, Additional District Sub-Registration Office Rajarhat, New Town, under Rajarhat Police Station in the District of North 24-Parganas, together with all easement rights of the same, more fully and particularly described in the schedule there under written.

Ownership of WITHAL SERVICES PRIVATE LIMITED: By an indenture of conveyance dated 11.10.2022, registered at the office of A.D.S.R. Rajarhat, recorded in Book no.- I Volume number 1523-2022, Page from 640984 to 641011 and being No 16464 for the year 2022, the said Samsur Nehar Bibi Alias Samsunera Bibi & 6 Others sold conveyed and transfer the measuring 04.015 Satak in favour of WITHAL SERVICES PRIVATE LIMITED for consideration therein mentioned.

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
01.4650 Satak	0.0375	39 Satak	4110	8584	Shali
01.000 Satak	0.1000	10 Satak	4114	8584	Shali
00.3300 Satak	0.0333	10 Satak	4115	8584	Shali
01.22 Satak	0.0313	39 Satak	4110	449	Shali
Total 04.015 Satak be the same a little more or less					

5. WHEREAS one Ahammad Ali Molla, son of Ambar Ali Molla was the absolute recorded owner and possessor of plots of shali land totaling to an area of 5.595 satak comprised in R.S. & L.R Dag Nos 4110, 4114 & 4115 under L.R. Khatian No. 8584, under the following manner:-

Recorded land area	Share	Total out of land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of land
02.925 Satak	0.0750	39 Satak	4110	8584	Shali

02.000 Satak	0.2000	10 Satak	4114	8584	Shali
00.6700 Satak	0.0667	10 Satak	4115	8584	Shali
Total 05.595 Satak					

lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and thereafter he recorded his name at B.L.&L.R.O. Rajarhat, under **L.R. Khatian No. 8584** and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS said **Ahammad Ali Molla**, was the absolute recorded owner and possessor of plot of Shali land measuring an area of **02.4375 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110**, under **L.R. Khatian No. 449**, under the following manner:-

Recorded land area	Share	Total out of land	R.S. & L.R. Dag No.	L.R. Khatian No.	Nature of land
02.4375 Satak	0.0625	39 Satak	4110	449	Shali
Total 02.4375 Satak					

lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, within the jurisdiction of **Rajarhat Police Station**, in the District of North 24 Parganas, by virtue of inheritance and there after he recorded his name at B.L.&L.R.O. Rajarhat, under **L.R. Khatian No. 449** and enjoying the same absolutely free from all encumbrances whatsoever.

AND WHEREAS While seized and possessed of the aforesaid plots of land total measuring an area **08.0325 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian Nos. 8584 & 449**, the said **Ahammad Ali Molla** died intestate leaving behind his wife namely **Samsur Nehar Bibi** alias **Samsunera Bibi** (the Vendor No.1 therein), and **four sons** namely **Saiful Molla, Safikul Molla, Sahidul Molla, Rosid Ali Molla** (the Vendor Nos. 2 to 5 therein) and **two daughters** namely **Sufiya Bibi, Rokia Bibi**, (the Vendor Nos. 6 & 7 therein), as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land in terms of the Muslim Law and absolutely free from all encumbrances whatsoever.

AND WHEREAS Since then the said **Samsur Nehar Bibi** alias **Samsunera Bibi, Saiful Molla, Safikul Molla, Sahitul Molla, Rosid Ali Molla, Sufiya Bibi, Rokia Bibi**, (all the Vendor therein) were well seized and possessed of the aforesaid plots of Shali land total measuring an area **08.0325 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8584 & 449**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. - 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, morefully described in the schedule hereinafter written by virtue of above own L.R. Settlement Record of rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as the Vendors therein shall think fit and proper.

AND WHEREAS Now said **Samsur Nehar Bibi** alias **Samsunera Bibi, Saiful Molla, Safikul Molla, Sahidul Molla, Rosid Ali Molla, Sufiya Bibi, Rokia Bibi**, (all the Vendor herein) being in need of money intended desired and agreed to sell and the Purchaser therein have agreed to purchase the aforesaid plots of Shali land total measuring an area **04.0175 Satak** (part of 08.0325 Satak), comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian Nos. 8584 & 449**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas,

together with all easement rights of the same, more fully and particularly described in the schedule there under written.

Ownership of WITHAL SERVICES PRIVATE LIMITED: By an indenture of conveyance dated **11.10.2022**, registered at the office of A.D.S.R. Rajarhat, recorded in Book no. - I, Volume number 1523-2022, Page from 641012 to 641039 and being No. **16465** for the year **2022**, the said **Samsur Nehar Bibi Alias Samsunera Bibi & Others** sold conveyed and transfer the measuring **04.0175 Satak** in favour of **WITHAL SERVICES PRIVATE LIMITED** for consideration therein mentioned.

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
01.4600 Satak	0.0375	39 Satak	4110	8584	Shali
01.0000 Satak	0.1000	10 Satak	4114	8584	Shali
00.3400 Satak	0.0334	10 Satak	4115	8584	Shali
01.2175 Satak	0.0312	39 Satak	4110	449	Shali
Total 04.0175 Satak more or less					

1. Ownership

1.1. M/S Withal Services Private Limited is the absolute owner of ALL THAT piece or parcel of Sali land measuring an area of:

- a) **01.333 Satak**, comprised in **R.S. & L.R. Dag Nos. 4114 & 4115**, under **L.R. Khatian No. 8589**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.- 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.
- b) **04.258 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8588**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. - 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.
- c) **08.52 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8586**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.- 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.
- d) **04.015 Satak** comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8584 & 449**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.-173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.
- e) **04.0175 Satak** comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8584 & 449**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.-173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.

Totaling to **22.1435 Decimal** equivalent to **13 Katha 06 Chitak 16 sq. ft.** of land comprised in **R.S./L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian Nos. 449, 8584, 8586, 8588, 8589** lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.- 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.

1.2 Project Property : ALL THAT piece or parcel of Sali land measuring more or less an area of **22.1435 Decimal** equivalent to **13 Katha 06 Chitak 16 sq. ft.** of land comprised in **R.S./L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian Nos. 449, 8584, 8586, 8588, 8589** lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S.**

No. 126, Touzi No.- 173 presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal, morefully described in **Schedule "A"** written hereunder.

1.3. Development Agreement by & between the parties herein:

The **Owner** herein expressed its desire to develop the said premises by constructing a **Multistoried Building** consisting of flats, Garages and Shops etc. on the said land thereon but due to lack of construction fund, the **Owner** approached the **Developer** herein to develop the said premises by constructing a **Multistoried Building** consisting of flats / Garages / Shops etc. on the said land morefully described in the **Schedule 'E'** written hereunder at the cost and expenses of the said **Developer** and accordingly the said **Owner** has agreed to execute one **Registered DEVELOPMENT AGREEMENT** with **Registered Power of Attorney** in favour of **NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, represented by its Managing Director, **JAMALUDDIN MOLLA**, son of Mojambari Molla, **Developer** herein as its **Constituted Attorney** and to avoid future contradiction and confrontation the **Owner** has agreed to execute this Agreement in favour of the **Developer** as mutually agreed upon and the **Owner** herein agreed to develop the aforesaid building on the following terms and conditions.

1.4. Registered Power of Attorney: For the smooth running of the said project, the **Owner** has agreed to execute a **Registered Power of Attorney** by which the **Owner** herein will appoint and nominate the **Developer** herein.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :-

ARTICLE - I, DEFINITION

2.1. OWNER / VENDOR SHALL MEAN

M/S WITHAL SERVICES PRIVATE LIMITED [PAN No. AAACW4481E], a company incorporated in under the Companies Act, 1956, represented by its **Director, MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.2. DEVELOPER / DEVELOPER SHALL MEAN

NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P], a Private Limited Company, incorporated under the provisions of Companies Act, 1956, represented by its Managing Director, **JAMALUDDIN MOLLA** and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.3. PREMISES / LAND shall **ALL THAT** piece or parcel of Sali land measuring an area of **22.1435 Decimal** equivalent to **13 Katha 06 Chitak 16 sq. ft.** of land comprised in **R.S./L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian Nos. 449, 8584, 8586, 8588, 8589** lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No.- 173** presently No. 10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub-Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal, morefully described in **Schedule "A"** written hereunder.

2.4. BUILDING shall mean **Multistoried Building** to be constructed by the **Developer** herein according to the sanctioned plan issued by the competent authorities including **concerned authority**, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule 'A' (PART-IV)** written hereunder and referred to as the **"SAID BUILDING"**.

2.5. COMMON FACILITIES AND AMENITIES shall mean entrance of the building, corridor, staircase, passage, driveway, lift, machine room, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.6. THE ARCHITECT shall mean such person or persons who may be appointed by the **Developers** for designing, planning and supervision of the building.

2.7. BUILDING PLAN shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the **Chandpur Gram Panchayat, N.K.D.A. & N-24 Parganas Zilla Parishad** and / or any other such competent

authorities as the case may be and amended thereof.

2.8. PROJECT shall mean the work of development undertaken and to be done by the **Developer** in respect of the Premises in pursuance of the Agreement and / or any modification or extension thereof till such development of the Premises be completed and possession of the completed Flats be made over to the Unit Owners.

2.9. FORCE MAJEURE shall include natural calamities, Act of God, flood, pandemic situation like Covid 19, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including of contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Developer**.

2.10. SALABLE SPACE shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the **Owner's allocation**.

2.11. LAND OWNERS' ALLOCATION : It has been further agreed by and between the parties herein that the **Owner** will get the following :-

- a. A sum of Rs. 1,00,000/- (Rupees One Lac) only will be paid by the **Developer** to the **Owner** as refundable amount.
- b. The **Owner** shall be entitled to receive 26% (Twenty Six Percent) of the total constructed area from the proposed building which will be constructed on the **Schedule "A" (PART-VI)** mentioned property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "A" (PART-VI)** property save and except the **Developer's Allocation** more fully described in the **Schedule "C"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, including all amenities, facilities and benefits in respect thereof in respect thereof. The Brokerage and/or Promotion / Marketing costs associated with the Promote, sales and marketing of the abovementioned salable areas shall be incurred by the **Owner** and the **Developer** proportionately 26:74 (Twenty Six : Seventy Four) ratio.
- c. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of Rs. 1,00,000/- (Rupees One Lac) only will positively be refunded by the **Owner** to the **Promoter** after receiving **Owner's allocation**.
- d. Apart from the **Owner's allocation** mentioned in **Schedule 'B'** hereof, the **Owner** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' & Schedule 'E'** hereof.
- e. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph 2.11. (a & b) and also Common facilities morefully mentioned in **Schedule 'D' & Schedule 'E'** respectively here of Agreement written hereunder would be the full and final consideration of the **Owner**.
- f. In case further floor(s) is/are constructed above the 4th floor of the building after obtaining the fresh or revised building plan, the allocation sharing ratio shall be distributed by and between both the parties herein on the basis of the ratio of 26:74 (Twenty Six : Seventy Four) as mentioned herein.

2.12. DEVELOPER'S ALLOCATION : The **Developer** will get the balance/remaining i.e.74%(Seventy Four) of the constructed area.

Apart from **Developer's allocation** mentioned in **Schedule 'C'** hereof, the **Developer** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' & Schedule 'E'** hereof.

2.13. BUILT UP AREA / COVERED-AREA shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

2.14. SUPER BUILT-UP AREA shall mean the area of a Flat to be computed by the **Developer** by adding to the Built-up / Covered Area of the Flat with proportionate

share in the Common Portions as may be deemed appropriate by the **Developer** in its absolute discretion.

2.15. TRANSFEREE shall mean a person / firm / limited company / association of person to whom any space in the building has been transferred.

2.16. SINGULAR shall include plural and vice versa.

2.17. MASCULINE GENDER shall include feminine and neutral genders and vice versa.

2.18. ADVOCATE FOR THE PROJECT Shall mean Mr. Swapnadip Das, Advocate having his Office at no.6. Old Post Office Street, ground floor, Room no.56, Kolkata - 700001.

3. ARTICLE - II, COMMENCEMENT

This Agreement shall be deemed to have been commenced on and with effect from 12th day of November 2022.

4. ARTICLE - III, OWNER'S RIGHT & REPRESENTATION

4.1. Rightful legal possession

A. The **Owner** is now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the **Developer** to develop the said premises. The **Owner** hereby represents and covenants that the land comprising the Said Property is butted and bounded on all sides as per plan annexed herewith.

B. There is no existing agreement regarding the development or sale of the said premises and that all other agreement if any made prior to this agreement, be treated as cancelled and the **Owner** agrees to indemnify and keep indemnified the **Developer** against any or all claims made by any third party in respect of the said premises and the **Developer** has no liability in this regard. That the **Owner** shall handover the vacant peaceful possession of the aforesaid property after meeting all liabilities to the **Developer** and the **Owner** has not executed any Power of Attorney in respect of the Said Property or any part thereof for any purpose whatsoever in favour of any person and the **Owner** has not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the Said Property or any part thereof.

C. The **Owner** shall pay and clear up all the arrears on account of Panchayat taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the **Owner** shall not pay any taxes and municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the **Developer** from the date of execution of these presents till the date of handing over **Owner's allocation**. After getting the Possession Letter of Flats/Units/Car Parking Spaces as per **Owner's allocation** mentioned herein, the **Owner** shall pay respective Electricity, GST, tax and khajna, Maintenance for his allocated portion.

4.2. Free from Encumbrances

A. The **Owner** specifically undertakes that the said property has not been subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax or other Statutory Law. The Said Property is not affected by any attachment including any attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no certificate case or proceeding against the Land Owners for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

B. The **Owner** hereby unequivocally and unambiguously declares that the said plot of land is free from all encumbrances and liens, lispendents, attachments, trust acquisitions requisitions whatsoever and howsoever and the **Owner** has marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owner** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute and that no notice has ever been served

upon the **Owner** and the **Owner** hereby also declares that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act**, if any discrepancy (ies) is/are found upon such enquiry, and, if there lay any encumbrance in regards to the said land in question of the **Owner**, in that case, the **Owner** shall take full responsibility to clear the same in order to make it conducive for construction of the said development project, and, in order to do so, the **Owner** may choose to take help from the **Developer**, if need be, for all the practical purposes, and shall also offer relevant concession/s to the timeline of the said Development Project as mutually agreed herein for the delay that may be caused upon such discovery of any such encumbrance(s)

C. The **Owner** hereby represents and covenants that no portion of the Said Property has been affected by West Bengal Thika Tenancy Act, 2001.

- 4.3. That the **Owner** undertakes to hand over the peaceful, exclusive and vacant possession of the property for the purpose of raising the new construction at the said project property to the **Developer**. That the **Owner** undertakes to make good all losses suffered by the **Developer** on account of any defect in title of the property and also undertakes that if any defect be found in future then the **Owner** shall repay the entire amount which the **Owner** received from **Developer** and also compensate the **Developer** for the monetary loss incurred by the **Developer** during construction and the said loss shall be computed by the Chartered Accountant of the **Developer** which the **Owner** shall accept the same without raising any dispute.
- 4.4. That the **Owner** undertakes that said property is free from all encumbrances, attachments and Said Property is not affected by any requisition or acquisition or alignment or scheme of any authority/s under any law and/or otherwise.
- 4.5. That the **Owner** undertakes to sign all the required documents that are required for the mutation of project land that are yet to be mutated in the name of the **Owner** in the records of the BL and LRO Department, Govt. of West Bengal at the cost of the **Owner**.
- 4.6. That if the **Owner** fails to provide the right title and interest of the said land for the purpose of the said project free from encumbrance(s) within the specified time as mentioned herein-above and, furthermore, if there be any emergence of encumbrance(s) thereafter at any time during the subsistence of the completion of the said project which in the opinion of the **Developer** cannot be resolved within a reasonable period and such might reasonably hamper the progress and profitability of the said project, in that case, the **Developer** shall have the right to terminate this instant development agreement and exit from the said project by assigning the said reason vide a written notice to the **Owner** which the **Owner** shall accept the same without raising any dispute and shall refund the said security advance and any other money and/or money's worth that may be relevant within a month from the receipt of the said notice to the **Developer** of the said project.
- 4.7. That the total area of land is **22.1435 Decimal** equivalent to **13 Katha 06 Chitak 16 sq. ft.** more or less.

5. ARTICLE - IV, DEVELOPER/DEVELOPER'S RIGHTS

5.1. Authority of Developer: The **Developer** shall have authority to deal with the property in terms of the Agreement or negotiate with any person or persons or enter into any contract or Agreement or take any advance against its allocation or acquired right under these Agreement and in case the **Developer** requires any financial assistance from any Nationalized / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the **Owner**, the **Owner** shall enter into any kind of Agreement and execute any sorts of documents that may be required time to time for this purpose.

5.2. Legal right of Construction: The **Owner** hereby grants permission, subject to what have been hereunder provided to the **Developer** to build new building upon the said land in accordance with the plan sanctioned by **Chandpur Gram Panchayat, N.K.D.A. and N-24 Parganas Zilla Parishad**, or any other Govt. authorities and any amendment thereof in the name of the **Owner** with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

- 5.3. **Booking & Agreement for sale** : Booking from Intending Purchaser for **Developer's allocation** will be taken by the **Developer** and the Agreement with the Intending Purchaser will be signed by **Developer** herein on behalf of the **Owner** as a Registered Power of Attorney Holder.
- 5.4. **Selling Rate** : The selling rate of the **Developer's allocation** will be fixed by the **Developer** without any permission or consultation with the **Owner**.
- 5.5. **Legal power of Developer** : The **Developer** is empowered to collect consideration money from the sale of **Developer's allocation** from the Intending Purchaser and issue money receipt in its own name, take advance and full and final consideration from the Intending Purchaser for **Developer's allocation** only.
- 5.6. **Realization Of Sale Proceeds** : Upon sale of the apartments/units for **Developer's allocation** only, the **Developer** shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount from the Intending Purchaser/s and the **Developer** shall collect and deposit the Goods and Services Tax-(GST) (as applicable) against the sale proceeds to the office of the Government department and provide the valid receipts of the same to the **Owner**.
- 5.7. **Construction cost** : The construction cost shall be borne by the **Developer** solely and entirely.
- 5.8. **Authority of signature** : All applications, plans and other papers and documents that may be required by the **Developer** for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the **Developer** on behalf of the **Owner** and the **Owner** shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the **Developer**.
- 5.9. **Demolition of the Existing Building/Structure** : The **Developer** herein shall demolish building/ structure if any that exist on the project land at its own cost and the scrap material that shall be generated from such act of demolishing shall be retained, possessed and sold by the **Developer** entirely and exclusively without any share of proceeds extended to the **Owner** as the **Owner** has relinquished such right from such share altogether by virtue of execution of this instant development agreement.
- 5.10. The **Developer** herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed project.

6. ARTICLE - V, CONSIDERATION

- 6.1. The **Developer** has agreed to build the said proposed building / unit at its own cost and expenses and **Owner** shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises.
- 6.2. Apart from the aforesaid Security Deposit as has been agreed to be paid by the **Developer** to the **Owner** upon execution of the Instant Agreement. The **Developer** has further agreed to pay and shall remain bound to pay and bear several necessary expense/cost for the purpose of development of the said project premises and / or this **Development Agreement** and such expense/cost for all practical purpose shall be incurred of the following purposes as mentioned below :-
- (a). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said project premises.
 - (b). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.
 - (c). Fees payable to the Architect, the Engineers, and also the fees payable to the **Chandpur Gram Panchayat**, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
 - (d). Legal expenses incurred and paid for this instant **Development Agreement** and all other expenses and charges for the purpose of development permission of sanction for sewerage, drainage and water connection.
 - (e). The cost of supervision of construction of the said project building on the said project land.

7. ARTICLE - VI, PROCEDURE

The Director of the **Owner** shall grant to the **Developer** one Registered

Development Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the **Chandpur Gram Panchayat or N.K.D.A. or N-24 Parganas Zilla Parishad**, in the District of 24-Parganas (North) and other Govt. authorities.

8. ARTICLE - VII, POWER AND PROCEDURE

The Director of the **Owner** hereby executes this instant Registered Power of Attorney in favour of the **Developer** which shall include the Power of Attorney for developing and constructing the said project premises and also for preparing, executing, signing and presenting the Deed of Conveyance for the registration of the saleable area belonging to the entire project which areas follows :-

1. To construct a **Multistoried Building** upon the said project property mentioned in the Schedule herein below in accordance with the Plan to be sanctioned in the name of the **Owner** by the appropriate authority (ies) and to sign on behalf of the **Owner** in the building plan and to file and obtain the same from said Authority or (ies) and to take all other necessary steps in the **Chandpur Gram Panchayat**, in the District of 24-Parganas (North), West Bengal or any other Office(s).
2. To deal and correspond with the concerned Authority (ies) in connection with or relating to the development of the said project property and in particular to do the following acts, deeds, matters and things including but not limited to:
 - (a) To apply for and obtain, sanction, revalidation with further alterations or additions or modifications, as the said Attorney(s) may require;
 - (b) To apply for and obtain the occupation and/or completion certificate(s) in respect of the buildings to be constructed and completed on the land of the said Property;
 - (c) To apply for and obtain, necessary clearances and/or No Objections from Statutory Authorities including but not limited to Fire Brigade, Electricity Supply Agency, Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, Land Revenue and Land Reforms Authority, concerned local authority, North 24-Parganas Zilla Parishad and/or any other authority or authorities and sign all papers, documents, writings, declarations on **my** behalf in connection with and other Concerned Authorities under any Statute or law as may be in force from time to time.
3. To appear and represent before the authorities of **Chandpur Gram Panchayat**, in the District of 24-Parganas (North), B.L. & L.R.O, and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar - Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar - Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this Development Agreement for registration of flats.
4. To apply obtain electricity, gas, water, sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and/ or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said attorney may think fit and proper.
5. To defend possession, manage and maintain the said project premises including the project building to be constructed thereon.
6. To correspond with all concerned authorities and bodies in connection with the sanction of plans, obtaining of floor space index for the construction proposed to be carried on the land of the said Property and any other matters pertaining to the said Property.
7. To sign, verify and file application, forms, and building plans and for **Multistoried project Building**, documents and papers in respect of the said premises before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
8. To amalgamate the said project property with any adjoining plot or plots for the

- purpose of development and to sign and execute all deeds and documents in this behalf on behalf of the **Owner**.
9. To make and prepare and/or cause to be made and prepared all such layout, sub-division, plans, specifications and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable at the discretion of the said Attorney of the **Owner** for the purpose of constructing of the buildings on the project land of the '**Said Property**' and to engage the services of any Architect, Engineer, Consultant, or any person as may be necessary or advisable at the discretion of the said attorney and to pay necessary fees and premium required for getting the plans sanctioned and do all other acts and things as may be necessary for getting the plans of the buildings sanctioned by the concerned authority and/or any other statutory authorities.
 10. To appear and represent the **Owner** before any and all concerned authorities and parties as may be required and/or advisable for or in connection with the development of the said project property and to make such agreement(s) arrived at such arrangement as may be conducive to the development work and completing the same.
 11. To pay and discharge all rents, Khajna, taxes, rates, assessments, charges, deductions, expenses and all other payments and outgoings whatsoever due and payable or which may hereafter become due and payable for or on account of the said project land from the date of the execution of the said Agreement and henceforth, thereafter.
 12. To sign transfer forms, documents and writings for transferring the portion of Land, the right title and interest that belong to the **Owner** to the records of Government or Panchayat authorities and other public authorities and to do all other acts in connection therewith on the behalf of the **Owner**.
 13. To commence, carry out and complete and/or cause to be commenced and completed, construction work on the said project Land in accordance with the sanctioned plans, specifications and/or the permissions granted by the Competent Authority and permissions under the Urban Land (Ceiling and regulation) Act, 1976 and/or the permissions of any other statutory authority to be granted under the laws for the time being in force and so far as any construction work is concerned, to see that all applicable rules and regulations are strictly observed.
 14. To invite tenders and offers for the purpose of construction of one or more building(s) or structure(s) on the project land of the said Property, to accept such tenders or offers and such consideration and on such terms and conditions as the said attorney(s) may in its absolute discretion deem fit and proper and also to engage, appoint the contractors, Architect, Labour, Labour contractor (Rajmistri), Carpenter, Plumber etc. and enter into the contract with such person(s) as the said Attorney(s) may deem fit and proper and to get all such building(s) or structure(s) duly completed by the said contractors and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development of and/or construction on the project land of the said Property wholly, partly or in stages and for construction(s) of buildings or structure(s) thereon and/or furnishing the project property therein as the said Attorney may in its absolute discretion deem fit and to pay the cost of construction and development of the said building(s) or structure(s) and furnishing of the Property to such contractors and other persons or bodies and to obtain valid receipts and discharges therefore and to enter into contracts for supply of materials, labour and for all other services as may be required for development and construction of the building(s) or structure(s) on the project land on such terms and conditions as the said Attorney(s) may in its absolute discretion deem fit and proper.
 15. To appoint Contractors/sub-contractors/dealers/sub-dealers and to negotiate and decide the terms and conditions thereof concerning the project land and / or the building(s) or block(s) to be constructed thereon and/or for carrying on the interior works therein and also for suppliers of materials required in connection therewith, from time to time and to revoke their appointments and pay their remunerations/bills to be raised, time to time, including miscellaneous charges.
 16. To nominate, appoint, engage and authorize solicitors, advocates, attorneys, pleaders in respect of any litigation concerning the said project land and/or any structure, building, or block, or any self-contained flats or commercial spaces to be

constructed on the said project land and to execute Vakalatnamas or other necessary authorities in their favour from time to time and to instruct them to initiate and/defend any proceedings before any judicial and quasi-judicial authority and/or any other statutory department and pay their remuneration/bills/fees including special fees and other charges to discontinue them and also to appoint and engage other solicitors, advocates, attorneys, pleaders afresh and instruct them accordingly.

17.To instruct the Advocate / Lawyer for preparing and / or drafting such agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above the said premises.

18.To appoint and engage Income-tax and Goods and Services Tax (GST) practitioners, Chartered Accountants, Architects, Surveyors, Engineers, and other professional agents in respect of the multi-storied building to be constructed on the project land of the said project Property.

19.To enter upon the project land at any time, affix board, put the barbed wire fencing or construct a compound wall on the project land of the said project property or any portion thereof as per demarcation thereof and to make all payments for getting the said work done.

20.To represent before the public, local and/or private authorities in respect of the development of the said project property and to make such of the actions and things as may be necessary for effectually commencing the said construction and/or development work and completing the same.

21.To make, sign, declare and / or affirm and submit applications, petitions, written statement, vakalatnama, letters and memorandum of appeals, etc. to appropriate Government Departments, Local authorities and/or other Competent Authorities under any law, for the time being in force, for all and any licenses, permissions, exemptions, sanctions and consents required by any law or otherwise in connection with the management, improvements and development and construction in the said project property.

22.To attend any Court of Law either Civil or Criminal and to represent in all Government Offices including BL & LRO office on **my** behalf in connection with the construction of the proposed multi-storied building upon the said project property as mentioned in the Schedule below.

23.To sign all plaints, petition, application, forms, affidavit etc. and to file the same in any Court of Law or any other Office or Offices, if required.

24.In connection with or relating to the project land and to take action against persons allegedly claiming to be tenants, occupiers, etc. if any, in any court, to represent us in any Court of Law and to sign all applications, plaints, written statements, affidavits, review, appeal, petitions, on **my** behalf from time to time be found necessary and proper and/or enter into any agreement relating to development of the said project property and to otherwise deal with the same effectively for all intents and purposes as aforesaid.

25.To make applications for obtaining certified copies of the proceedings in the Court, tribunal and other statutory authority whatsoever including Judgment, decree, Order, applications, pleadings, etc. and to receive the same on the behalf of the **Owner**.

26.In the event any understanding or compromise reached between the parties, to negotiate and to settle the terms of compromise and to sign and execute such compromise deed etc. and to file the same in the court of relevant jurisdiction.

27.In case the said project property or any part thereof is notified for acquisition or requisition or reservation or road widening, to appear before the relevant authorities and to file or submit applications, objections, claims for compensation or otherwise and to do all other acts, deeds, matters and things as may be necessary in that behalf and to file appeals, references, petitions against any order or orders made by such acquisition or requisitioning authorities and to accept service of any writ petition, summons or other legal proceedings or motion and to appear and represent the **Owner** in any Court of Justice including Tribunal and other statutory authority (ies) and before all magistrates, judges, judicial officers whatsoever as by the Attorney(s) shall be thought advisable and to commence and continue any such proceedings in any court of law and before any public officers or

- tribunals or other statutory authorities, as aforesaid, for receiving compensation, acquisition, requisition, reservation and/or relief for de-acquisition or de-requisitioning or de-reservation or otherwise whatsoever.
28. To refer any dispute touching and arising out of the said project property and/or any structure, building, or block, or any self-contained flats or units or commercial spaces to be constructed on the said project land to arbitration and also to take steps on behalf of the **Owner** and to represent the **Owner** before the arbitrator accordingly.
29. To appear in any suit, proceedings, motion, L.A. Office, I.T. Office etc. on behalf of the **Owner** and to file the statement or objection, Affidavit, Affidavit - in - opposition etc. if required, in connection with the said land mentioned in the Schedule herein below.
30. To call for the tender, quotation etc. from the supplier for supply of cement, iron rod, sand, wood, iron grill etc.
31. To deal with the electricity and water supply authorities for the supply of electricity and water to the buildings that may be constructed on the project and for that purpose to sign and/or execute all letters, applications, undertakings, or subscribed to terms and conditions as may from time to time be thought necessary or as may be required by the concerned authorities.
32. To make application to the authorities and such other private and public authorities for making availability of water, electricity, etc. on the project land of the said Property that may be required for commencing the development work and to complete the same and for that to execute necessary documents including undertakings.
33. To empower on behalf and in name and to represent the interest of the **Owner** before the concerned officers for the grant of the licenses or permits or for any other purpose or renewal thereof as may be necessary under any Act, Rules, Regulations or Bye-laws, for the time being in force, and also to appear before any Public or Government officer(s) or other Authority (ies) whosoever and to execute the necessary documents in connection therewith.
34. To apply for refund of deposits made or to be made with the concerned Authorities and receive the said refunds.
35. To make applications to the government or quasi-government authorities for sanction of cement and steel and/or such other building materials as may be required for the said development work and for that purpose to execute necessary documents including undertakings and bonds and to furnish necessary deposits including bank guarantee for the same.
36. To manage and supervise the said project property and to take such of the steps as may be necessary to manage, secure and supervise the said project Property till the time of completion of its development.
37. To attend and to represent us before any Collector, Authority(ies) or officer(s) of Government of India or any other State or States, before all Revenue, Municipal, Public or other officer(s) including those of Income-tax as and when occasion shall arise for any purpose connected with the said development work.
38. To advertise in the newspapers for the sale of the Units and to enter into agreements for the sale of such Units with the prospective purchaser/s on and for such price or consideration and upon such terms and conditions as said Attorney(s) shall deem fit and proper and for the same and also to execute all such writings as may be necessary, effectually entering into the said agreements for sale of the Units in respect of the entire project and to do all such necessary acts and things as may be necessary or proper in that behalf.
39. To develop and negotiate sale of the buildings consisting of apartments/flats ("Units") for residential purpose, commercial units and/or ancillaries in the said property and for that purpose to negotiate and execute agreement for sale with the prospective purchaser(s) on such terms and conditions as the Attorney(s) may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and to give receipt for the same in respect of the entire project.
40. To book flats and to enter into all Agreements for sale or sales of flats which are to be constructed on the said project property mentioned in the Schedule below in respect of the entire project.
41. To receive from the intending Purchaser(s) any earnest money and / or

- advances and also the balance of purchase money on completion of such sale or sales and to give good and valid receipt for the same in respect of the **Developer's Allocation**.
42. To execute necessary only Agreement(s) for Sale (not Deed of Conveyance) in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces by putting the signature of the above named attorney on behalf of the **Owner** and also to receive full and final consideration of the flats / units / commercial units or car parking space and by giving discharge to the Intending Purchaser(s) by issuing money receipts in its name in respect of the **Developer's Allocation**.
43. To ask for, demand, recover, receive and collect all money due and payable in connection with the said proposed building from the intending purchaser / purchasers or any other person or persons in connection with the said building or construction and to settle, compromise and compound any debt or claim whatsoever.
44. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any or portion thereof.
45. For all or any of the purposes herein before stated and to appear and represent the **Owner** before all concerned authority (ies) having Jurisdiction over the said premises as per the condition mentioned in the instant development agreement.
46. To sign and execute all papers, correspondence and all other documents and assurances and documents of any kind whatsoever which the owner could have done for the completion of the said project development work.
47. To do any act, deed or thing, as our said Attorney(s) may deem fit and proper and necessary in the best interest of the development of the said project property and construction thereon and sale of the Units, flats and car parking space including all other acts and things which may be necessary to be done for rendering these presents valid and effectual to all intents and purposes.
48. To execute Deed of Rectification, Declaration and register the same before any concerned registration offices in connection with said project property.
49. To apply for No Objection Certificate or necessary permissions from the Panchayat / Municipal authority for occupying the said project building and to do all acts deeds or things for the said purpose.
50. And also for more effectually doing, executing and performing the several matters and things aforesaid to appoint from time to time or generally such person(s) as our Attorney(s) may think fit as their substitute or substitutes, to do, execute and perform all or any of such matters and things as aforesaid and any such substitute or other in its or their place and the the Director of the **Owner** hereby agrees at all times to ratify and confirm whatever it's Attorney(s) or any such substitute(s) shall lawfully do or cause to be done in or about the said project property and the development of the same.
51. For any of the purposes mentioned hereinabove to sign all applications, papers, undertakings, terms and conditions as may be required from time to time.
52. And to do all such acts, things, deeds which are necessary for the aforesaid purpose.
53. To all acts and things in contemplation of and in achievement of the objects and purposes contained in the said Development Agreement which are otherwise mentioned hereinabove.
54. **AND** the Director of the **Owner** does **HEREBY** agrees to ratify and confirms whatsoever his said Attorneys shall do in the premises by virtue of these presents **AND** the Director of the **Owner** **HEREBY DECLARES** that the **Owner** has not done anything inconsistent with this Power of Attorney.
55. **AND** the Director of the **Owner** does **HEREBY** agree to ratify and confirm whatsoever all acts, deeds and things lawfully and bonafide done by its said Attorney which shall be construed as the acts, deeds and things done by the **Owner** to all intents and purpose notwithstanding the facts that no special power in that behalf is contained in these presents.
- 9. ARTICLE - VIII, NEW Multi-storied BUILDING**
- 9.1. Construction cost :** The **Developer** shall at its own costs construct and complete the new multi-storied building at the said project premises in accordance with the sanctioned plan as sanctioned by the relevant authority with good and standard

material as may be specified by the Architect from time to time for the development of the said project

9.2. Installation of common amenities: The **Developer** shall at its own cost and/or expense shall organize and shall attain the electricity connection from the electricity providing company and shall also obtain the permanent electric connection from the electricity providing company, namely, C.E.S.C / W.B.S.E.D.C.L., and until the permanent electric connection shall be obtained, the temporary electric connection shall be provided in the said project multi-storied building having self-contained flat/unit and constructed for sale the flats/units/car-parking spaces and / or commercial spaces therein. The **Owner** further undertakes and covenants with the **Developer** not to raise any requisition or objection in regards to the installation of the Electric Transformer as such be carried out by the electricity providing company as per their time schedule and the installation process and procedure on the said project land.

9.3. Fees payable to Architect : All cost, charges and expenses including Architect's fees shall be provided and paid by the **Developer** and the **Owner** shall neither bear nor share any/or responsibility in this context.

10. ARTICLE - IX, COMMON FACILITIES

10.1. The **Developer** shall pay and bear all the tax(es), khajna(s) and land revenue(s) and/or any other due(s) and outgoing(s) in respect of the said project land/ premises on and from the date of execution of this instant development agreement.

10.2. The **Owner** shall not do any act, deed or things whereby the **Developer** may be prevented from construction and completion of the said project building. The extension of time shall be countable for any unforeseen reason beyond the control of the **Developer**, in any case of any cause that may create a situation of impossibility or frustration of contract that may impede the performance of the **Developer** under this instant development agreement.

11. ARTICLE - X, COMMON RESTRICTION

The **Owner** hereby agrees and covenants with the **Developer** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following:-

11.1. No illegal or immoral act : Neither party to this instant development agreement shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2. No breach of Laws and bye laws : Both parties to this instant development agreement shall abide by all laws, bye-laws, rules and regulations of the Government/(s)-(Centre and/or State)/statutory body/(ies) and / or local body/(ies) as the case may be and shall attend to answer and be responsible for any deviation or violation and / or breach of any of the said laws byelaws and regulation.

11.3. Maintain of self unit : The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the said multi-storied project building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

11.4. Maintenance of cleanliness of building : Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building.

All Units in the New Building shall be subject to the same restrictions as are applicable and intended for common benefit of all occupiers of the New Building.

12. ARTICLE - XI, OWNER'S OBLIGATION

12.1. No interference : That the **Owner** hereby covenants with **Developer** not to cause any interference or hindrance in the construction of the multi-storied building at the said premises by the **Developer**.

12.2. Owner covenant with Developer : That the **Owner** hereby agrees and covenants with **Developer** not to do any act(s), deed(s) or thing(s) whereby the **Developer** shall be prevented from selling, assigning and / or disposing of the said project premises/land or any portion thereof belonging to the **Developer's** only.

12.3. Vesting of interest during Construction: That the **Owner** hereby agrees and covenants with the **Developer** not to let out, grant, lease, mortgage and / or charge

the said project premises/land or any portion thereof or in its entirety.

12.4. Signature : That the **Owner** undertakes that in the future if any signature(s) is/are required then the **Owner** shall do so within 7 (Seven) working days after receiving any intimation from the **Developer** through post, whatsapp, mobile message or by mail or by any other mode as may be reasonably required.

13. ARTICLE - XII, DEVELOPER'S OBLIGATION

13.1. Time period of handing over the Possession: The **Developer** shall complete the Said Project Property within a period of **51 (Fifty One) months** from obtaining the Sanctioned Plan unless the period is extended on mutual consent expressed in writing in case of exigency of circumstances there from subject to save and except **FORCE MAJEURE** and/or any other reason(s), reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Developer**. If the **Developer** fails to complete the entire process of development of the Said Property within a period of **51 (Fifty One) months** from this date of execution of this instant agreement unless the period is extended on mutual consent in exigency of circumstances there from subject to save and accept **FORCE MAJEURE** and/or for any cause of delay, reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Developer** and, that such cause of delay cannot be attributable to the **Owner**, only in that case, the **Developer** shall pay the **Owner Rs. 90,000/- (Rupees Ninety Thousand) only** per month as compensation.

14. ARTICLE - XIII, MISCELLANEOUS

14.1. Fixing of Hoarding and banner : the **Developer** immediately after obtaining peaceful, vacant and exclusive possessions of the project premises for the said development, shall have the right to fix hoardings and banners and be entitled to start construction if laws of the land so permit after obtaining the required sanction plan of the multi-storied building from the competent authority.

14.2. Supplementary deeds and documents: It is understood that from time to time in order to facilitate the construction of the multi-building project by the **Developer**, as various deeds matters and things not hereby specified may be required to be done by the **Developer** and for which the **Developer** may need the authority of the **Owner** and various applications and other documents may be required to be signed or made by the **Owner** for which specific provisions may not have been mentioned herein. The **Owner** hereby undertakes to do all such legal act, deed, matters and things as and when required and the **Owner** shall execute any such additional Power of Attorney and / or authorization as may be required by the **Developer** for all such purposes and the **Owner** also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the **Owner** and / or against the spirit of these presents. After getting the Sanctioned Plan the **Owner** and the **Developer** shall jointly execute a Supplemental Agreement by which they separate their respective allocation proportionately according to **26:74 (Twenty Six : Seventy Four) ratio**.

14.3. Name of the Building: The name of the said project building shall be given by the **Developer** in due course. The **Owner** / or the Flat **Owner** and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

14.4. Association of building: The **Developer** and the **Owner** shall mutually frame scheme for the management and the administration of the said project building and / or common parts thereof after the completion of the said building.

14.5. The **Owner** and the **Developer** have entered into this Agreement purely as a **Joint Venture** by and between the parties hereto.

14.7. The **Developer** shall be entitled to borrow funds for construction of the proposed **Multistoried project Building** from any Bank of Financial Institutions without creating any financial liability on or over the **Owner** or affecting the **Owner's** estate and interest in the said project premises and it is being expressly agreed and understood that in no event the **Owner** or any of **part of the Owner's** estate shall be responsible and / or be made liable for payment of any such dues if payable, by the **Developer** to such Banks and for that purpose.

14.8. Common Agreement / Deed : The Advocate for the project namely Mr. Swapnadip Das shall prepare a common Agreement For Sale and common Deed of Conveyance for all the prospective purchaser(s) in respect of entire project property.

14.9. Common Maintenance: The Purchaser/s in respect of entire project property

(including **Owner's Allocation**) shall pay the maintenance charges from the date of registration of the Deed of Conveyance in respect of respective flats/units to the **Developer** until the formation of the Owner's Association in the said multi-storied building project. The **Developer** or **Owner** shall not issue any possession letter before final registration of Flat/Unit in favour of the Purchaser/s.

14.10. That the **Intending Purchaser/s** shall/can avail any and/or loan from any bank and/or financial organization for purchasing flat/s and/or car parking space/s of the said project.

14.11. Handing over documents : The **Owner** hereby undertake and agree to supply and / or handover all the Deeds and documents relating Schedule A mentioned property to the **Developer** before execution of the Development Agreement and the **Owner** also agreed to submit the original Deeds and documents before any authority if required. That the **Owner** hereby also undertake and agree to supply and / or handover all the Original relevant papers and / or documents along with Deeds, tax bills and other bills to the to the Owner's Association after formation of the said association.

14.12. The **Owner** shall be entitled to have the **Owner's Allocation** verified by its own Architect and the **Owner's** Architect certifies the same, the **Owner** shall accept the **Owner's Allocation** as provided by the **Developer**.

15. ARTICLE - XIV, FORCE MAJEURE

In the event of any delay suffered by the **Developer** in performance of its obligations herein due to Force Majeure or for reasons beyond the control of the **Developer** and reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Developer** in that event the time for construction of the project multi-storied building shall stand suitably extended.

16. ARTICLE - XV, REASONABLE HINDERANCE APART FROM FORCE MAJEURE

That if any situation that may arise apart from the reasons covered under the 'force majeure' clause hereunder that might have the reasonability to cause hindrance to the performance of the said project; and/or reasonable enough to create a situation of impossibility of performance or cause frustration of the said Development Agreement as an impediment caused to the **Developer** in that case, such shall be considered for negating the cause of any delay towards completion of the said project.

17. ARTICLE - XVI, INDEMNIFICATION

That the **Owner** in addition to all relevant documents relating to right, title and interest shall also provide a declaration supported by an affidavit that all the documents provided by the **Owner** to the **Developer** are true in nature and the representations by made by virtue of such are of true accounts born out of real knowledge of facts that have been submitted to **Developer** for the purpose of this said development multi-storied building project and have the full right and absolute authority to sign and execute all documents of every nature in the capacity of the **Owner** and the **Owner** have not agreed, committed or contracted or entered into any agreement for sale or lease of the said project property/land or any part thereof with/to any person or persons other than the **Developer** and that no mortgage, charge or any other encumbrances of any kind or nature on the said project property has / have been created on the said project property and the **Owner** has not done any act, deed, matter or thing whereby or by reason whereof, by which the development of the said project property/land may be prevented or be affected in any manner whatsoever and if there be any such breach from the side of the **Owner** in this regard, the **Owner** shall indemnify and keep indemnified the **Developer** against all losses, damages, costs, charges, expenses that will be incurred or suffered by the **Developer** on account of or arising out any such breach of any of these terms or any law, rules or regulations thereof.

18. ARTICLE - XVII, JURISDICTION

The Court of relevant jurisdiction shall have the jurisdiction to entertain and determine all action suits and proceeding arising out of these presents by and between the parties hereto.

19. ARTICLE - XVIII, LEGAL ACTION

19.1. The **Developer** has every right to execute Agreement for Sale, conveyances or sale deeds or join in the execution thereof in favour of the prospective purchaser(s) of flats/Units in the said project building that to be constructed. The fees for Stamp Duty

and the Registration charges and all other formalities and miscellaneous charges in connection therewith shall be paid and borne exclusively and solely by the intending purchaser(s)/ and/or their nominee(s), agent(s) or allottee (s) and the **Owner** shall have no responsibility whatsoever in that respect thereof. It is hereby agreed by and between the parties herein that only after handing over of the phase-wise possession of the **Owner's Allocation**, such being **26% (Twenty Six Percent)** of the salable area of such phase to the **Owner** by the **Developer**, the **Developer** shall then advance for execution and registration of the Deed of Conveyance for the remaining **74% (Seventy Four)** phase-wise allocation to any prospective purchaser, as per the **Developer's Allocation** per se.

It is hereby categorically agreed that phase-wise completion, allocation and registration of Deed of Conveyance of the flats/units shall be executed as per term as mentioned herein and such shall not depend on the Completion of the entire project, as the said project has been planned, designed and executed in parts with different commencement and completion dates of each phase in question herein.

19.2. The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this instant Development Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996 as amended time to time till date and the Arbitrator to be appointed by the **Developer**. The process of litigation shall only be preferred by the **Developer** or the **Owner** if the final award as awarded by the arbitrator be alleged to be vexatious and arbitrary.

SCHEDULE "A" ABOVE REFERRED TO
(Description of the Entire Land and Property)
PART-I

ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plots of Shali land total measuring an area **01.333 Satak**, comprised in **R.S. & L.R. Dag Nos. 4114 & 4115**, under **L.R. Khatian No. 8589**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173** at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, **Kolkata - 700135**, the said land is clearly specified in the following manner :

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
01.000 Satak	0.1000	10 Satak	4114	8589	Shali
00.333 Satak	0.0333	10 Satak	4115	8589	Shali
Total 01.333 Satak be the same a little more or less					

It is clearly stated herein that there are no road around those plots of land.

PART-II

ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plots of Shali land total measuring an area **04.258 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8588**, lying and situated at **Mouza - Bishnupur, J.L. No. 44, R.S. No. 126, Touzi No. 173** at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, **Kolkata - 700135**, the said land is clearly specified in the following manner :

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
02.925 Satak	0.0750	39 Satak	4110	8588	Shali
01.000 Satak	0.1000	10 Satak	4114	8588	Shali
00.333 Satak	0.0333	10 Satak	4115	8588	Shali

Total 04.258 Satak be the same a little more or less

It is clearly stated herein that there are no road around those plots of land.

PART-III

ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha plots of Shali land total measuring an area **08.52 Satak**, comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8586**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, **Kolkata - 700135**, the said land is clearly specified in the following manner:

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
05.85 Satak	0.1500	39 Satak	4110	8586	Shali
02.00 Satak	0.2000	10 Satak	4114	8586	Shali
00.67 Satak	0.0667	10 Satak	4115	8586	Shali
Total 08.52 Satak be the same a little more or less					

It is clearly stated herein that there are no road around those plots of land.

PART-IV

ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha Shali land total measuring an area **04.015 Satak** comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8584 & 449**, (in the name of Ahammad Ali Molla), lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, **Kolkata - 700135**, the said land is clearly specified in the following manner:

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
01.4650 Satak	0.0375	39 Satak	4110	8584	Shali
01.000 Satak	0.1000	10 Satak	4114	8584	Shali
00.3300 Satak	0.0333	10 Satak	4115	8584	Shali
01.22 Satak	0.0313	39 Satak	4110	449	Shali
Total 04.015 Satak be the same a little more or less					

It is clearly stated herein that there are no road around those plots of land.

PART-V

ALL THAT piece or parcel of Rayati Dakhali Swattiya Bisistha Shali land total measuring an area **04.0175 Satak** comprised in **R.S. & L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian No. 8584 & 449**, (in the name of Ahammad Ali Molla), lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, in the State of West Bengal, **Kolkata - 700135**, the said land is clearly specified in the following manner:

Saleable land Area	Share of land	Total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
01.4650 Satak	0.0375	39 Satak	4110	8584	Shali
01.0000 Satak	0.1000	10 Satak	4114	8584	Shali
00.3400 Satak	0.0334	10 Satak	4115	8584	Shali
01.2175 Satak	0.0312	39 Satak	4110	449	Shali
Total 04.0175 Satak more or less					

It is clearly stated herein that there are no road around those plots of land.

PART-VI

(DESCRIPTION OF LAND AND AMALGAMATED PROPERTY)

ALL THAT piece or parcel of Sali land measuring an area of **22.1435 Decimal** equivalent to **13 Katha 06 Chitak 16 sq. ft.** of land comprised in **R.S./L.R. Dag Nos. 4110, 4114 & 4115**, under **L.R. Khatian Nos. 449, 8584, 8586, 8588, 8589**, lying and situated at **Mouza - Bishnupur**, J.L. No. 44, R.S. No. 126, Touzi No.- 173 presently No.

10 within the local limits of **Chandpur Gram Panchayat**, Additional District Sub - Registration Office Rajarhat, New Town, under **Rajarhat Police Station** in the District of North 24-Parganas, in the State of West Bengal.

It is clearly stated herein that there are no road around those plots of land.

SCHEDULE "B" ABOVE REFERRED TO

(Owners' Allocation)

It has been further agreed by and between the parties herein that the **Owner** will get the following :-

- a. A sum of **Rs. 1,00,000/- (Rupees One Lac)** only will be paid by the **Developer** to the **Owner** as **refundable amount**.
- b. The **Owner** shall be entitled to receive **26% (Twenty Six Percent)** of the total constructed area from the proposed building which will be constructed on the **Schedule "A" (PART-VI)** mentioned property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "A" (PART-VI)** property save and except the **Developer's Allocation** more fully described in the **Schedule "C"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof. The Brokerage and/or Marketing / Promotional costs associated with the sales and marketing of the abovementioned salable areas shall be incurred by the **Owner** and the **Developer** proportionately **26:74 (Twenty Six : Seventy Four)** ratio.
- c. Be it more specifically and categorically stated herein that the aforesaid refundable Security Deposit amount of **Rs. 1,00,000/- (Rupees One Lac)** only will positively be refunded by the **Owner** to the **Promoter** after receiving **Owner's allocation**.
- d. Apart from the **Owner's allocation** mentioned in **Schedule 'B'** hereof, the **Owner** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' & Schedule 'E'** hereof.
- e. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph (a & b) and also Common facilities morefully mentioned in **Schedule 'D' & Schedule 'E'** respectively here of Agreement written hereunder would be the full and final consideration of the **Owner**.
- f. In case further floor(s) is/are constructed above the 4th floor of the building after obtaining the fresh or revised building plan, the allocation sharing ratio shall be distributed by and between both the parties herein on the basis of the ratio of **26:74 (Twenty Six : Seventy Four)** as mentioned herein.

THE SCHEDULE "C" ABOVE REFERRED TO

(Developers' Allocation)

The **Developer** will get the balance/remaining i.e. **74%(Seventy Four)** of the constructed area from the proposed building which will be constructed on the **Schedule "A" (PART-VI)** mentioned property, the **Developer** is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'D' and Schedule 'E'** hereof.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common Facilities)

1. Staircase on all floors.
2. Staircase landing and lift landings on all floors and roof of the top floor.
3. Common passage on the ground floor.
4. Water pump, water tank (overhead) water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump.
7. Electrical wiring, meters and fittings.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

**THE SCHEDULE "E" ABOVE REFERRED TO
(Specification of the work)**

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flash door.
4	Windows	Aluminum windows.
5	Living / Dining	Flooring -Vitrified Tiles.
6	Bedrooms	Flooring -Vitrified Tiles.
7	Kitchen	Flooring - Anti Skid Tiles. Counter - Black Stone Platform with Stainless Steel Sink & Tiles up to 2 feet height above counter.
8	Toilets	Flooring - Anti Skid Tiles. Wall Tiles - Tiles up to 6 feet/Door height. Sanitary wares - White branded fittings CP fittings - Superior quality fittings - ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be Plaster of Paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

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

SIGNED SEALED AND DELIVERED
By the parties at KOLKATA

WITHAL SERVICES PVT. LTD.

M. V. Pandey -

Director

WITNESSES :

(MR. MANOJ KUMAR BUDHIA,
Director of M/S WITHAL SERVICES
PRIVATE LIMITED)

1. Rajesh Kalyand
S/o Rakesh Kalyand
6, Old Post Office St
Kolkata - 700 001.

2. Swapnadip Das.
S/o. B. D. B. Das.
High Court, KOL-1

NITU DEVELOPERS PVT. LTD.

Jamaluddin Molla
Director

JAMALUDDIN MOLLA
(DIRECTOR OF NITU DEVELOPERS
PRIVATE LIMITED)
(Signature of the Developer)

Read over, Explained, Drafted
& Prepared By me as per documents
and information supplied to me :-

Swapnadip Das

Sri. Swapnadip Das,
Advocate.

6, Old Post Office Street,
Gr. Floor, Room No. 56
Kolkata - 700 001

☎ 9830168651 ☎

☎ (033) 22481990 ☎

E-Mail : swapnadip_das@yahoo.com

Enrolment no. WB/1782/02

Memo of consideration

RECEIVED with thanks of and from the within named **Developer** a sum **Rs. 1,00,000/- (Rupees One Lac)** only as full payment from the owners with good health and sound mind and put our signature on this **Development Agreement** without any provocation of any person and/or without any pressure raised by any person.

Sl. no.	Dated	Mode of Payment	Amount
1.	12.11.2022	Cash Payment	1,00,000/-
2.			
3.			
4.			
5.			

Total : Rs. 1,00,000/- (Rupees
One Lac) only

WITNESSES :

1. *Rajesh Korgaonkar*
2. *M. Manoj Kumar Budhia*

WITHAL SERVICES PVT. LTD.

M. R. Budhia
Director

(MR. MANOJ KUMAR BUDHIA,
Director of M/S WITHAL SERVICES
PRIVATE LIMITED)

SPECIMEN FORM FOR THE FINGERPRINTS



M. R. Radhio.

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



S. M. V. 13/10/16

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



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

स्थायी सेवा संख्या /PERMANENT ACCOUNT NUMBER
AAAGW4481E



नाम /NAME

WITHAL SERVICES PRIVATE LIMITED

निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION

13-06-1995

आयकर आयुक्त, (संग. सेवा.), कोलकाता

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

M. K. Banerjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MANOJ KUMAR BUDHIA

PRABHU DAYAL BUDHIA

24/12/1984

Permanent Account Number

AFAPB5130P

M. K. Budhia

Signature



15012008

M. K. Budhia.



भारत सरकार
GOVERNMENT OF INDIA



मानव कुमर बुधिया
Manoj Kumar Budhia
DOB: 24-12-1964
Gender: Male



3825 9946 9702

- आम आदमी का अधिकार

M. K. Budhia



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

54, मुक़रजी पारा लेन, कलघाट, कोलकाता,
वेस्ट बंगाल, 700026

Address:
54, Mukherjee Para Lane, Kallghat,
Kallghat, Circus Avenue, Kolkata,
West Bengal, 700026



1947
1800 300 1947

http://udai.gov.in

www.udai.gov.in

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

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

NITU DEVELOPERS PRIVATE LIMITED



08/08/2011

Permanent Account Number

AAECN1633P

19112012

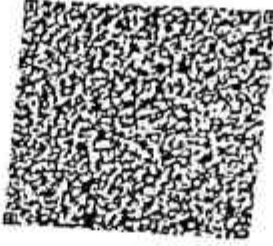
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AIYPM1138K



नाम / Name
JAMALUDDIN MOLLA

पिता का नाम / Father's Name
MOJAMBARJI MOLLA

जन्म की तारीख /
Date of Birth
08/10/1974

Jamaluddin Molla
हस्ताक्षर / Signature

23032019



ভারত সরকার
Government of India



জামালুদ্দিন মোল্লা
Jamaluddin Molla
পিতা : মোজাম্বারি মোল্লা
Father : MOJAMBARI MOLLA
জন্মতারিখ / DOB : 08/10/1974
পুংসব / Male



4262 4133 2212

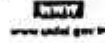
স্বাক্ষর - সাধারণ মানুষের অধিকার

Unique Identification Authority of India

ঠিকানা:
লাহাতি, বিশনুপুর (সিটি),
পশ্চিমবঙ্গ, উত্তর ২৪ পরগণা,
বঙ্গবন্দর, 700135

Address
LAUHATI, Bishnupur(CT),
Lauhali, North Twenty Four
Parganas, West Bengal, 700135

4262 4133 2212



Major Information of the Deed

Deed No :	I-1902-13495/2022	Date of Registration	12/11/2022
Query No / Year	1902-2003198952/2022	Office where deed is registered	
Query Date	10/11/2022 12:34:30 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Swapnadip Das 6, Old Post Office Street, Thana : Haro Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830168651, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 43,84,413/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 1,112/- (Article:E, E, E.)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: CHANDPUR, Mouza: Bishnupur, JI No: 44, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4114 (RS :-)	LR-8589	Bastu	Shali	1 Dec		1,98,000/-	,Project : Not Specified
L2	LR-4115 (RS :-)	LR-8589	Bastu	Shali	0.333 Dec		65,934/-	,Project : Not Specified
L3	LR-4110 (RS :-)	LR-8588	Bastu	Shali	2.925 Dec		5,79,150/-	,Project : Not Specified
L4	LR-4114 (RS :-)	LR-8588	Bastu	Shali	1 Dec		1,98,000/-	,Project : Not Specified
L5	LR-4115 (RS :-)	LR-8588	Bastu	Shali	0.333 Dec		65,934/-	,Project : Not Specified
L6	LR-4110 (RS :-)	LR-8586	Bastu	Shali	5.85 Dec		11,58,300/-	,Project : Not Specified
L7	LR-4114 (RS :-)	LR-8586	Bastu	Shali	2 Dec		3,96,000/-	,Project : Not Specified
L8	LR-4115 (RS :-)	LR-8586	Bastu	Shali	0.67 Dec		1,32,660/-	,Project : Not Specified
L9	LR-4110 (RS :-)	LR-8584	Bastu	Shali	1.465 Dec		2,90,070/-	,Project : Not Specified
L10	LR-4114 (RS :-)	LR-8584	Bastu	Shali	1 Dec		1,98,000/-	,Project : Not Specified
L11	LR-4115 (RS :-)	LR-8584	Bastu	Shali	0.33 Dec		65,340/-	,Project : Not Specified
L12	LR-4110 (RS :-)	LR-449	Bastu	Shali	1.22 Dec		2,41,560/-	,Project : Not Specified
L13	LR-4110 (RS :-)	LR-8584	Bastu	Shali	1.46 Dec		2,89,080/-	,Project : Not Specified

	LR-4114 (RS :-)	LR-8584	Bastu	Shali	1 Dec		1,98,000/-	,Project : Not Specified
L15	LR-4115 (RS :-)	LR-8584	Bastu	Shali	0.34 Dec		67,320/-	,Project : Not Specified
L16	LR-4110 (RS :-)	LR-449	Bastu	Shali	1.2175 Dec		2,41,065/-	,Project : Not Specified
	TOTAL :							
	Grand Total :				22.1435Dec	0 /-	43,84,413 /-	
					22.1435Dec	0 /-	43,84,413 /-	




Land Lord Details :



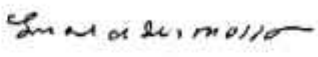
SI No	Name,Address,Photo,Finger print and Signature
1	WITHAL SERVICES PRIVATE LIMITED .18 R N MUKHERJEE ROAD,2ND FLOOR, City:- Not Specified, P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: AAxxxxxx1E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	NITU DEVELOPERS PRIVATE LIMITED .LOUHATI, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 , PAN No.:: AAxxxxxx3P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr MANOJ KUMAR BUDHIA Son of Late PRABHU DAYAL BUDHIA Date of Execution - 12/11/2022, , Admitted by: Self, Date of Admission: 12/11/2022, Place of Admission of Execution: Office	 Nov 12 2022 11:45AM	 LTI 12/11/2022	 12/11/2022
	.5A MUKHERJEE PARA LANE, City:- Not Specified, P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx0P, Aadhaar No: 38xxxxxxxx9702 Status : Representative, Representative of : WITHAL SERVICES PRIVATE LIMITED (as DIRECTOR)			

Name	Photo	Finger Print	Signature
JAMALUDDIN MOLLA (Presentant) Son of MOJAMBARI MOLLA Date of Execution - 12/11/2022, , Admitted by: Self, Date of Admission: 12/11/2022, Place of Admission of Execution: Office	 Nov 12 2022 11:45AM	 L71 12/11/2022	 12/11/2022
LOUHATI RAJARHAT, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24- Parganas, West Bengal, India, PIN:- 700135, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: Axxxxxx8K, Aadhaar No: 42xxxxxxxx2212 Status : Representative, Representative of : NITU DEVELOPERS PRIVATE LIMITED (as MANAGING DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SWAPNADIP DAS Son of DEBABRATA DAS HIGH COURT, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 12/11/2022	 12/11/2022	 12/11/2022
Identifier Of Mr MANOJ KUMAR BUDHIA, JAMALUDDIN MOLLA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.33 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.22 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.46 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1 Dec

Transfer of property for L15

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.34 Dec

Transfer of property for L16

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.2175 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.333 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.925 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.333 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-5.85 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.67 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICES PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.465 Dec

and Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: CHANDPUR, Mouza: Bishnupur, JI No: 44, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4114, LR Khatian No:- 8589	Owner:জহান বিবি, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.01000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L2	LR Plot No:- 4115, LR Khatian No:- 8589	Owner:জহান বিবি, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি,	WITHAL SERVICES PRIVATE LIMITED
L3	LR Plot No:- 4110, LR Khatian No:- 8588	Owner:কুলদুম বিবি, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.03000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L4	LR Plot No:- 4114, LR Khatian No:- 8588	Owner:কুলদুম বিবি, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.01000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L5	LR Plot No:- 4115, LR Khatian No:- 8588	Owner:কুলদুম বিবি, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি,	WITHAL SERVICES PRIVATE LIMITED
L6	LR Plot No:- 4110, LR Khatian No:- 8586	Owner:মদনুর আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.06000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L7	LR Plot No:- 4114, LR Khatian No:- 8586	Owner:মদনুর আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.02000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L8	LR Plot No:- 4115, LR Khatian No:- 8586	Owner:মদনুর আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.01000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L9	LR Plot No:- 4110, LR Khatian No:- 8584	Owner:আবদুল আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.03000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L10	LR Plot No:- 4114, LR Khatian No:- 8584	Owner:আবদুল আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.02000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L11	LR Plot No:- 4115, LR Khatian No:- 8584	Owner:আবদুল আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.01000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L12	LR Plot No:- 4110, LR Khatian No:- 449	Owner:আবদুল আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.02000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L13	LR Plot No:- 4110, LR Khatian No:- 8584	Owner:আবদুল আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.03000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L14	LR Plot No:- 4114, LR Khatian No:- 8584	Owner:আবদুল আলি মোদা, Gurdian:অম্বর অলী মোদা, Address:নিজ , Classification:শদি, Area:0.02000000 Acre,	WITHAL SERVICES PRIVATE LIMITED

	LR Plot No:- 4115, LR Khatian No:- 8584	Owner:আহম্মদ আলি মেজা, Gurdian:জম্বর আলী মেজা, Address:বিজ , Classification:শদি, Area:0.01000000 Acre,	WITHAL SERVICES PRIVATE LIMITED
L16	LR Plot No:- 4110, LR Khatian No:- 449	Owner:আহম্মদ আলি মেজা, Gurdian:জম্বর মেজা, Address:বিজ , Classification:শদি, Area:0.02000000 Acre,	WITHAL SERVICES PRIVATE LIMITED

On 12-11-2022

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 11:28 hrs on 12-11-2022, at the Office of the A.R.A. - II KOLKATA by JAMALUDDIN MOLLA ,.

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 43,84,413/-

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

Execution is admitted on 12-11-2022 by Mr MANOJ KUMAR BUDHIA, DIRECTOR, WITHAL SERVICES PRIVATE LIMITED, ,18 R N MUKHERJEE ROAD,2ND FLOOR, City:- Not Specified, P.O:- KALIGHAT, P.S:-Kalighat, District:- South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr SWAPNADIP DAS, , Son of DEBABRATA DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 12-11-2022 by JAMALUDDIN MOLLA, MANAGING DIRECTOR, NITU DEVELOPERS PRIVATE LIMITED, .LOUHATI, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr SWAPNADIP DAS, , Son of DEBABRATA DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,112.00/- (B = Rs 1,000.00/- ,E = Rs 28.00/- ,I = 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 1,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/11/2022 6:43PM with Govt. Ref. No: 192022230170293678 on 11-11-2022, Amount Rs: 1,028/-, Bank: SBI EPay (SBlePay), Ref. No. 8312515977135 on 11-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,071/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 7,061/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 134652, Amount: Rs.10.00/-, Date of Purchase: 15/06/2022, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/11/2022 6:43PM with Govt. Ref. No: 192022230170293678 on 11-11-2022, Amount Rs: 7,061/-, Bank: SBI EPay (SBlePay), Ref. No. 8312515977135 on 11-11-2022, Head of Account 0030-02-103-003-02

Signature

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 462466 to 462503
being No 190213495 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.11.16 10:42:41 -08:00
Reason: Digital Signing of Deed.

16/11/2022

(Satyajit Biswas) 2022/11/16 10:42:41 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

**REGISTERED DEVELOPMENT AGREEMENT - CUM - REGISTERED
DEVELOPMENT POWER OF ATTORNEY**

DATED THIS 12th DAY OF November 2022

BETWEEN

WITRAL SERVICES PRIVATE LIMITED

AND

NITU DEVELOPERS PRIVATE LIMITED

Swapnadi Das,
Advocate
6, Old Post Office Street,
6th Floor,
Room No. 5B
Kolkata - 700 001
Contact: 9830168651
