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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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

A.R.A.  
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Additional Registrar of Assurances-1, Kolkata

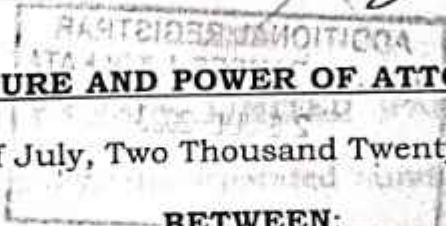
25 JUL 2023

**REGISTERED DEVELOPMENT AGREEMENT ALONG WITH REGISTERED DEVELOPMENT POWER OF ATTORNEY**

**THIS INDENTURE AND POWER OF ATTORNEY** is made on this 25<sup>th</sup> day of July, Two Thousand Twenty three (2023)

**BETWEEN;**

9-2/1655796/23  
P-32  
[Signature]



102358

*Mr. Mukherjee - 4*

NAME	
ADD	
Rs.	
25 JUL 2023	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Road, Kolt	

25 JUL 2023  
25 JUL 2023



*[Signature]*

**ADDITIONAL REGISTRAR  
OF ASSURANCES-I. KOLKATA**  
25 JUL 2023

1. M/L  
AAAC

1. **M/S. WITHAL SERVICE PRIVATE LIMITED** [PAN NO.AAACW4481E] a company incorporated, incorporated under the Companies Act, 1956, 2. **"SURUCHI VANIJYA PRIVATE LIMITED"** [PAN - AAJCS9904K], a company incorporated under the Company Act, 1956. Both the companies named above are represented by its director **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. & P.S. Kalighat, Circus Avenue, Kolkata - 700026, within the State of West Bengal, hereinafter called and referred to as the **"OWNERS"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's directors in office of the time being in force, executors, administrators, representatives, assigns and successors-in-interest) 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 Lauhoti, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA** [PAN No.AIYPM1138K], [AADHAAR No.4262 4133 2212] & [Mobile

No.9836048243], son of Mojambari Mollah, 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 successors-in-interest, executors, administrators, representatives, assigns, nominee or nominees) of the **SECOND PART**.

**OWNERSHIP OF OWNER NO.1, M/S. WITHAL**  
**SERVICE PRIVATE LIMITED**

**WHEREAS** by a Deed of Conveyance registered in the office of Additional District Sub-Registrar, Rajarhat, North 24 Parganas recorded in Book No.1, Volume No.1523-2023, Pages from 89912 to 89934, being No.152302386 for the year 2023, Jamaluddin Mollah, director of NITU DEVELOPERS PRIVATE LIMITED, and Jamaluddin Mollah himself sold and transferred 01.18 Sataks (comprised in R.S. & L.R. Dag No.3842 under L.R. Khatian Nos.12777 & 10030 under Mouza Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding No.10 within the local limits of Chandpur Gram Panchayat, under the jurisdiction of Rajarhat Police Station in the District of North 24 Parganas, in the State of West Bengal, Kolkata - 700135, in favour of the Owner No.1 herein, under the following Khatians :-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
00.89 satak	0.1118	08 Satak	3842	12777	Shali
00.29 satak	0.0363	08 Satak	3842	10030	Shali
<b>Total - 01.18 satak</b>					

And thus the Owner No.1 herein became owner of 01.18 satak of Shali land in the plot No.3842.

L.R. Khatian number 8653 from the said Sawkait Ali Middy, under

Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173

**AND WHEREAS** by a deed of conveyance registered in the office of Additional District Sub-Registrar Rajarhat, North 24-Parganas, recorded in Book No.1, Volume - 1523 - 2023, Pages from 54067 to

54092 being number 152301180 for the year 2023, one Sawkait Ali

Middy transferred his right title interest in respect of 01.45 Sataks,

comprised in R.S. and L.R. Dag number 4080 under L.R. Khatian

number 8653 in the name of the said Sawkat Ali Middy under Mouza

Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding No.10

within the local limits of Chandpur Gram Panchayet under Rajarhat

Police Station in the District of North 24 Parganas in the State of West

Bengal, Kolkata - 700135 in favour of Owner No.1 herein under the

registered in the office of Additional District Sub-Registrar, Rajarhat following khatian.

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
01.45 satak	0.1116	13 Sataks	4080	8653	Shali

Thus the owner No.1 became the owner in plot number 4080 measuring about 01.45 Sataks.

**AND WHEREAS** by the said deed of conveyance being number 152301180 for the year 2023, the owner no.1 herein have purchased 01.67 sataks of land comprised in R.S. & L.R. Dag number 4089 under L.R. Khatian number 8653 from the said Sawkait Ali Middya, under Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding no.10 within the local limit of Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Kolkata - 700135, in the following table mentioned below:-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
01.67 satak	0.1114	15 Satak	4089	8653	Shali

And thus the owner no.1 became the owner of 01.67 sataks of land in plot no.4089.

**AND WHEREAS** by a deed of conveyance dated 4<sup>th</sup> September 2017 registered in the office of Additional District Sub-Registrar, Rajarhat

North 24 Parganas recorded in Book No.1, Volume No.1523-2017 pages from 259381 to 259403, being No.152308871 for the year 2017, whereunder one Jamaluddin Mollah transferred 03.85 sataks of land in favour of the owner no.1 comprising R.S. and L.R. Dag No.4092 under L.R. Khatian No.10030 lying and situated at Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding no.10 within the local limit of Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Kolkata - 700135, in the following table mentioned below:-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
03.85 satak	0.1428	27 Satak	4092	10030	Shali

And thus the owner no.1 became the owner of 03.85 sataks of land in plot no.4092.

**AND WHEREAS** by two separate deed of conveyance being number 152309570 dated 2<sup>nd</sup> December, 2020 executed by Sri Anup Chowdhury the Vendor therein and number 152300024 dated 4<sup>th</sup> January, 2021 executed by Sri Kali Prasad Chowdhury the Vendor therein both registered in the office of ADSR Rajarhat, North 24 Parganas by the said two deed of conveyance transferred there 04.38 sataks of land comprising of R.S. and L.R. Dag No.4102 under L.R. Khatian No.11908 and 11910 under Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding no.10 within the local limit of

Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Kolkata - 700135, in the following table mentioned below:-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
01.68 satak	0.2400	07 Dec	4102	11908	Shali
02.70 satak	0.3857	07 Dec	4102	11910	Shali
Total 4.38 Decimals					

And thus the owner number 1 became the owner of 04.38 sataks of land in plot number 4102.

**AND WHEREAS** similarly by two separate deed of conveyance being number 152309570 dated 22<sup>nd</sup> December 2020 executed by Sri Anup Chowdhury and another being number 152300024 dated 4<sup>th</sup> January 2021 executed by Sri Kali Prasad Chowdhury transferred their 03.72 sataks of land in plot number 4103 under L.R. Khatian number 11908 and 11910 under Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding no.10 within the local limit of Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Kolkata - 700135, in the following table mentioned below:-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
01.48 satak	0.2466	06 Dec	4103	11908	Shali



02.24 satak	0.3733	06 Dec	4103	11910	Shali
Total 03.72 Sataks					

And thus the owner number 1 became the owner of 03.72 sataks of land in plot number 4103.

**AND WHEREAS** similarly by two separate deed of conveyance being number 152309570 dated 22<sup>nd</sup> December 2020 executed by Sri Anup Chowdhury the Vendor therein, and another being number 152301662 dated 3<sup>rd</sup> February 2021 executed by Sri Alok Chowdhury the Vendor therein, both are registered in the office of ADSR Rajarhat, North 24-Parganas, transferred their 03.57 sataks of land comprised of R.S. and L.R. Plot Number 4106, L.R. Khatian number 11908 and 11909 under Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding no.10 within the local limit of Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Kolkata - 700135, in the following table mentioned below:-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
00.93 Dec	0.0836	11 Dec	4105	11908	Shali
02.24 Dec	0.2037	11 Dec	4105	11909	Shali
Total land 03.17 sataks					

And thus the owner no.1 became the owner of 03.17 sataks of land in plot number 4105.

**AND WHEREAS** similarly by two separate Deed of Conveyance being number 152309570 dated 22<sup>nd</sup> December 2010 executed by Sri Arup Chowdhury the Vendor therein and another being number 152301662 dated 3<sup>rd</sup> February 2021 executed by Sri Alok Choudhury the vendor therein both registered in the office of ADSR Rajarhat, North 24 Parganas transferred their 03.57 sataks of land comprised in R.S. and L.R. Dag Number 4106, L.R. Khatian No. 11908 and 11909 under Mouza Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding No.10 within the local limits of Chandpur Gram Panchayat, under Rajarhat Police Station in the District of North 24-Parganas, in the State of West Bengal, Kolkata - 700135, in favour of the Owner No.1 herein, under the following Khatians :-

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
00.86 satak	0.0850	10 Dec	4106	11908	Shali
02.71 satak	0.2708	10 Dec	4106	11909	Shali
Total land 03.57 sataks of land in plot number 4106					

And thus the owner no.1 became the owner of 03.57 sataks of land in plot number 4106.

**AND WHEREAS** by a deed of conveyance dated 27<sup>th</sup> January, 2023 registered in the office of ADSR, Rajarhat, North 24 Parganas, recorded in book-I, Volume-1523-2023, Pages from 54067 to 54092 being

number 152301180 for the year 2023, one Sawkait Ali Middya transferred his right title interest measuring an area 02.38 sataks, comprised in R.S. and L.R. Dag number 4113 under L.R. Khatian 8653 lying and situated at Mouja - Bishnupur, J.L. number 44, R.S. number 126, Touji number 173 corresponding number 10 within the limit of Chandpur Gram Panchayet under Rajarhat Police Station in the District of North 24-Parganas in the State of West Bengal, Kolkata - 700135 in favour of owner number 1 under the following table.

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
02.38 satak	0.2969	08 Sataks	4113	8653	Shali
Total 02.38 Decimals					

And thus the owner number 1 became the owner of 02.38 sataks of land in the plot number 4113.

**AND WHEREAS** by the deed of conveyance as aforesaid the owner number 1 M/S. WITHAL SERVICES PVT. LTD. recorded its name and/or owned record of right in its own name and thus became the owner of 25.37 sataks of land under Mouza Bishnupur, comprised in R.S. and L.R. Dag number 3842, 4080, 4089, 4092, 4102, 4103, 4105, 4106, 4113 under L.R. Khatian No. 10968, 12120 and 12885, J.L. Number 44, R.S. number 126, Touji Number 173, corresponding no.10 within the local limit of Chandpur Gram Panchayet, within the

jurisdiction of Rajarhat Police Station under the office of A.D.S.R. Rajarhat Newtown under the following deeds of purchase and/or morefully described in the Schedule A written hereunder :-

Sl. No.	Deed No.	Khatian No.	Dag No.	Area of land
1.	152302386/2023	12885	3842	1.18
2.	152301180/2023	12885	4080	1.45
3.	152301180/2023	12885	4089	1.67
4.	152308871/2017	10968	4092	3.85
5.	152309570/2020 & 152300024/2020	12120	4102	4.38
6.	152309570/2020 & 152300024/2021	12120	4103	3.72
7.	152309570/2020 & 152301662/2021	12120	4105	3.17
8.	152309570/2020 & 152301662/2021	12120	4106	3.57
9.	152301180/2023	12885	4113	2.38
<b>Total</b>				<b>25.37</b> <b>Sataks</b>

**AND WHEREAS** by a deed of conveyance dated 18<sup>th</sup> January 2023 registered in the office of ADSR Rajarhat, recorded in book-7, Volume no.1523-2023, Pages 44298 to 44320 being number 152300827 for the year 2023 the Owner No.2 "Suruchi Vanijya Pvt. Ltd.", owner No.2, have purchased 06.51 sataks of land in plot number 4080 from Md. Aminul Islam. And others under Mouza - Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding no.10 within the local limit of Chandpur Gram Panchayat, P.S. Rajarhat, District North 24-Parganas, Kolkata - 700135, in the following table mentioned below:-

And thus the owner no. 2 became the owner of 14 sataks of land in the plot number 4088.

Purchase land by the Owner	Share of Land	Total Land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of Land
02.17 Sataks	0.1667	13 Sataks	4080	355	Shali
02.17 Sataks	0.1667	13 Sataks	4080	2543	Shali
02.17 Sataks	0.1667	13 Sataks	4080	4043	Shali
<b>Total = 06.51 Sataks</b>					

And transferred their 07.5 sataks of land in R.S. & L.R. Plot No. 4089. And thus the owner no.2 became the owner of 06.51 sataks of land in favour of the owner no. 2 herein. under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700135 in the following table as under

**AND WHEREAS** by a Deed of Conveyance dated 22<sup>nd</sup> May, 2023 registered in the office of ADSR Rajarhat, North 24 Parganas recorded in Book NO. I Volume No. 1523-2023, pages from 258763 to 258783 being No. 152307679 for the year 2023 one Paban Chandra Mondal transferred his 14 sataks of land in L.R. and R.S. Plot No. 4088 in favour of Owner No. 2 under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700135 in the following table as under

Purchase by the owner	Share of land	total land	R.S. & L.R. Dag	L.R. Khatian No.	Nature of land
14 satak	1.0000	14 satak	4088	1734	Shali
<b>Total 14 sataks</b>					

And thus the owner no. 2 became the owner of 14 sataks of land in plot no. 4088. in the office of ADSR Rajarhat, North 24 Parganas recorded

in Book NO. 1, Volume No. 1523-2023 pages from 90124 to 90166  
**AND WHEREAS** by a Deed of Conveyance dated 18<sup>th</sup> January 2023 being No. 152302407 for the year 2023 one Jagadudda Moha director registered in the office of ADSR Rajarhat North 24 Parganas recorded in of Adu Developer Pvt. Ltd. have transferred 07.5 satak of land in R.S. & L.R. Book No. I, Volume No. 1523-2023 pages from 44298 to 44320, being P.S. Plot No. 4089 in favour of the owner No. 2 herein under Mouza No. 152300827, for the year 2023 the vendor therein Md. Aminul Islam Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 and transferred their 07.5 sataks of land in R.S. & L.R. Plot No. 4089, 10 within the local limit of Chandpur Gram Panchayat, P.S.- Rajarhat, in favour of the owner no. 2 herein. under Mouza Bishnapur J.L. No. District North 24 Parganas, Kolkata-700155 in the following table as

44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700155 in the following table

Purchase by the owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
02.50 sataks	0.1667	15 sataks	4089	355	Shali
02.50 satak	0.1667	15 sataks	4089	2543	Shali
0.250 satak	0.1666	15 sataks	4089	4043	shali
<b>Total 07.5 sataks</b>					

And thus the owner No. 2 become the owner of 07.5 sataks land in the plot no. 4089. 2 herein under Mouza Bishnapur J.L. No. 44 R.S. No.

126, Touzi No. 173 correspondent no. 10 within the local limit of

**AND WHEREAS** by a Deed of Conveyance dated 20<sup>th</sup> February 2023, registered in the office of ADSR Rajarhat, North 24 Parganas recorded in Book NO. I, Volume No. 1523 - 2023 pages from 90234 to 90266 being No. 152302407 for the year 2023 one Jamaluddin Molla director of Nitu Developer Pvt. Ltd. have transferred 05.02 satak of land in LR & R.S. Plot No. 4091 in favour of the owner No. 2 herein. under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700155 in the following table as under

Purchased of owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
05.20 Satak	0.2000	26 Satak	4091	12777	Shali
Total 05.2 satak					

And this the owner no. 2 became the owner of 05.25 satak of land in plot no. 4091

**AND WHEREAS** in the said deed being No. 152302407 of 2023 said Jamaluddin Molla director of Nitu Developers Pvt. Ltd has also transferred 03.71 satak of land in L.R. & R.S. Plot No. 4096 in favour of the owner No. 2 herein under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of

Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700155 in the following table as under

Purchased of owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
03.710 Satak	0.1250 satak	52 satak	4096	12777	Shali
Total 03.710 satak					

And this the owner no. 2 became the owner of 03.710 satak of land in plot no. 4096.

**AND WHEREAS** in the said deed of conveyance being No. 152302407 of 2023 said Jamaluddin Molla director of Nitu Developers Pvt Ltd has also transferred 02.925 satak of land in R.S. & C.R. Plot No. 4110 in favour of owner no. 2 herein under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700155 in the following table as under

Purchased of owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
02.925 Satak	0.0750	39 satak	4110	12777	Shali
Total 2.925 sataks					



And this the owner no. 2 became the owner of 02.925 satak of land in plot no. 4110

**AND WHEREAS** in the said deed being No. 152302407 of 2023 said Jamaluddin Molla transferred 4 sataks of land in R.S. & L.R. Dag No. 4114 in favour of owner no. 2 herein.

Purchased of owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
04 sataks	0.4000	10 sataks	4114	12777	Shali
Total 04 sataks					

And this the owner no. 2 became the owner of 4 satak of land in plot no. 4114.

**AND WHEREAS** by the self same deed of conveyance the said jamaledin Molla in the said deed of conveyance being No. 152302407 of 2023 transferred 05.84 sataks of land in L.R. & R.S. Plot 4115 in favour of owner no. 2 herein under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata-700155 in the following table as under

Purchased of owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
03.75 Satak	0.3750	10 sataks	4115	12777	Shali
01.334 sataks	01.33 sataks	10 satak	4115	12777	Shali
Total 05.084 sataks					

And this the owner no. 2 became the owner of 05.084 satak of land in plot no. 4115

**AND WHEREAS** by a deed of conveyance dated 23<sup>rd</sup> February 2020 registered in the office of ADSR Rajarhat, North 24 Parganas recorded in Book No. I Volume No. 1523- 2023 pages from 96676 to 96697 being No. 152302639 for the year 2023 the Nagma Rahaman Begum and Others, vendor therein transferred their 14.84 sataks of land in favour of the owner no. 2 under Mouza Bishnapur J.L. No. 44, R.S. No. 126, Touzi No. 173 correspondent no. 10 within the local limit of Chandpur Gram Panchayet, P.S.- Rajarhat, District North 24 Parganas, Kolkata- 700155 in the following table as under

Purchased of owner	share of land	total land	R.S. & L.R. Dag	L.R. Khatian	Nature of land
14.84 satak	0.1667	89 satak	4116	2166	Shali
Total 14.84 sataks					

And this the owner no. 2 became the owner of 14.84 satak of land in plot no. 4116.

**AND WHEREAS** by the deed of conveyance as aforesaid the owner no. 2 'SURUCHI VANIJYA PVT LTD' thus became the owner of 63.73 satak of land under the said Mouza Bishnapur comprised in R.S. & L.R. Dag number 4080, 4088, 4089, 4091, 4096, 4110, 4114, 4115 and 4116 under L.R. Khatian No. 13034, J.L. No. 44 R.S. number 126 Touzi No.

173 corresponding no. 10 within the local limit of Chandpur Gram panchayat within the jurisdiction of Rajarhat Police Station under the office of A.D.S.R. Rajarhat New town, under the following deeds of purchase and thereby the owner no. 2 recorded its name and/or owned and record of right in its own name under L.R. Khatian No. 13034 written hereunder.

Sl. No.	Deed NO.	Khatian No.	Dag No.	Dag No.
1.	152300827/2023	13034	4080	6.51
2.	152307679/2023	13034	4088	14
3.	152300827/2023	13034	4089	7.5
4.	152302407/2023	13034	4091	5.2
5.	152302407/2023	13034	4096	3.710
6.	152302407/2023	13034	4110	2.925
7.	152302407/2023	13034	4114	4
8.	152302407/2023	13034	4115	5.084
9.	152302639/2023	13034	4116	14.84
			Total -	63.769 sataks

**AND WHEREAS** the owners no. 1 and 2 herein one jointly became the owners of 89.139 sataks of land under Mouza Bishnupur J.L. No. 44, R.S. No. 126, Touzi No. 173 corresponding no. 10 within the local limit of Chandpur from Panchayet within the jurisdiction of Rajarhat Police Station District North 24 Parganas Kolkata -700125 under the following and khatian nos. mentioned here above under Mouza Bishnupur, J.L. No.44, R.S. No.126, Touzi No.173 corresponding No.10 within the local limits of Chandpur Gram Panchayat, under Rajarhat Police Station in

the District of North 24-Parganas, in the State of West Bengal, Kolkata - 700135, in favour of the Owner No.1 herein, under the following Khatians :-

**ALL THAT** piece or parcel of Sali land measuring an area of 89.139 Satak more or less, comprised in R.S. & L.R. Dag Nos. 3842, 4080, 4088, 4089, 4091, 4092, 4096, 4102, 4103, 4105, 4106, 4110, 4113, 4114, 4115 and 4116 under L.R. Khatian Nos. 12885, 10968, 12120 and 13034 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, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner :

Sl. No.	Total area	L.R. & R.S. Plot No.	nature	L.R. Khatian No.	land allotted for development by the owners
1.	8	3842	Sali	12885	1.18
2.	13	4080	Sali	12885 13034	1.45 6.51
3.	14	4088	Sali	13034	14
4.	15	4089	Sali	12885 13034	1.67 7.5
5.	26	4091	Sali	13034	5.2
6.	27	4092	Sali	10968	3.85
7.	52	4096	sali	13034	3.71
8.	7	4102	Sali	12120	4.38
9.	6	4103	Sali	12120	3.72
10.	11	4105	Sali	12120	3.17
11.	10	4106	Sali	12120	3.57

12.	39	4110	Sali	13034	2.925
13.	8	4113	Sali	12885	2.38
14.	10	4114	Sali	13034	4
15.	10	4115	Sali	13034	5.084
16.	89	4116	Sali	13034	14.84

Total land 89.139 satak.

**AND WHEREAS** the Owners herein after being mutated their name in L.R. Khatian Nos. 12885, 10968, 12120 and 13034 in the records of concern BL & LRO as recorded Owner and have so long been enjoying and possessing the same with good right title and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way and possessed and enjoyed the said property free from all encumbrances.

**Project Property:**

**ALL THAT** piece or parcel of Sali land measuring 89.139 (Eighty nine point one thirty nine) decimal equivalent to 53 (Fifty Three) Katha 02 (Two) Chitak 07 (Seven) Sq. Ft. more or less lying and situated at Mouza - Bishnupur, comprised in R.S. & L.R. Dag Nos. 3842, 4080, 4088, 4089, 4091, 4092, 4096, 4102, 4103, 4105, 4106, 4110, 4113, 4114, 4115 and 4116 all under previous LR. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2210, 2634, 2761, 3265, 8602, 8882 and 10030, corresponding new L.R. Khatian Nos. 12885, 10968, 12120 and 13034, J.L. No. 44, R.S. No. 126, Touzi No. 173 corresponding No. 10, within the local limits of Chandpur Gram

Panchayet, within the jurisdiction of Rajarhat Police Station, Pargana Kollkata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135, more fully described in the table hereunder.

Sl. No.	Total area	L.R. & R.S. Plot No.	nature	L.R. Khatian No.	land allotted for development by the owners
1.	8	3842	Sali	12885	1.18
2.	13	4080	Sali	12885 13034	1.45 6.51
3.	14	4088	Sali	13034	14
4.	15	4089	Sali	12885 13034	1.67 7.5
5.	26	4091	Sali	13034	5.2
6.	27	4092	Sali	10968	3.85
7.	52	4096	sali	13034	3.71
8.	7	4102	Sali	12120	4.38
9.	6	4103	Sali	12120	3.72
10.	11	4105	Sali	12120	3.17
11.	10	4106	Sali	12120	3.57
12.	39	4110	Sali	13034	2.925
13.	8	1413	Sali	12885	2.38
14.	10	4114	Sali	13034	4
15.	10	4115	Sali	13034	5.084
16.	89	4116	Sali	13034	14.84

Total land 89.139 satak corresponding 53 katha 2 chittack & 7 square feet

**Development Agreement by & between the parties herein:**

The Owners herein expressed its desire to develop the said lands by constructing a Multi-storeyed Building consisting of flats, Garages and Shops etc. on the said land thereon but paucity of construction fund, the Owners approached the Developer herein to develop the said lands by constructing a Multi-storeyed Building consisting of flats / Garages / Shops etc. on the said land, morefully described in the Schedule 'A' written hereunder at the cost and expenses of the said Developer and accordingly the said Owners have agreed to execute one Registered Development Agreement with Registered Power of Attorney in favors of 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, son of Late 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.

**Registered Development Power of Attorney:**

For the smooth running of the said project, the Owners have agreed to execute a Registered Power of Attorney by which the Owners herein will appoint and nominate the Developer herein.

**NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH** as follows:-

**ARTICLE - I, DEFINITION****1. OWNER / VENDOR SHALL MEAN**

1.1. M/S WITHAL SERVICES PRIVATE LIMITED [PAN No. AAACW4481E] 2. SURUCHI VANIJYA PRIVATE LIMITED [PAN No. AAJCS9904K] both the companies incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2nd Floor, P.O. G.P.O, P.S. Hare street, 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

**1.2. 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 Directors in office of the time being in force, executors, administrator, successor in interest and assigns.

1.3. PREMISES / LAND shall mean such plan prepared by the Architect

ALL THAT piece or parcel of Sali land measuring 89.139 (Eighty nine point one thirty nine) decimal equivalent to 53 (Fifty Three) Katha 02 (Two) Chitak 07 (Seven) Sq. Ft. more or less lying and situated at Mouza - Bishnupur, comprised in R.S. & L.R. Dag Nos. 3842, 4080, 4088, 4089, 4091, 4092, 4096, 4102, 4103, 4105, 4106, 4110, 4113, 4114, 4115 and 4116 all under previous LR. Khatian Nos. 157, 398, 757, 849, 959, 1014, 1234, 1312, 1456, 2210, 2634, 2761, 3265, 8602, 8882 and 10030, corresponding new L.R. Khatian Nos. 12885, 10968, 12120 and 13034, J.L. No. 44, R.S. No. 126, Touzi No. 173 corresponding 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, Kolkata - 700135, more fully described in the Schedule 'A' (PART-XXV) written hereunder.

1.4. 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. 1.5. THE ARCHITECT shall mean such person or persons who may be appointed by the Developers for designing, planning and supervision of the building.

1.6. BUILDING PLAN shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the Chandpur Gram Panchayet Rajarhat Panchayet Smity, N.K.D.A. & N-24 Parganas Zilla Parishad and/or any other such appropriate and/or competent authorities as the case may be and amended thereof.

1.7. PROJECT shall mean the work of development undertaken and to be done by the Developer in respect of the land in question 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.

1.8. 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 Panchayet authority and/or Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any Panchayet/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.

1.9. 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.

1.10. 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 Owners 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" 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" 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

- 1.11. 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 2.10. and also Common facilities more fully 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.

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 2.10. and also Common facilities more fully 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.

**1.11. 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.

**1.12. 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.

**1.13. 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.**

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

- 1.15. SINGULAR shall include plural and vice versa.
- 1.16. MASCULINE GENDER shall include feminine and neutral genders and vice versa.
- 1.17. ADVOCATE FOR THE PROJECT Shall mean Mr. Mrinal Kanti Mukherjee, Advocate having his Office at 20/42A, Biplabi Barin Ghosh Srani, Kolkata - 700067 also at City Civil Court Bar Association, 2<sup>nd</sup> Floor, 2 & 3 Kiran Sankar Ray Road, Kolkata - 700001 .

2. **ARTICLE - II, COMMENCEMENT**

This Agreement shall be deemed to have been commenced on and with effect from 1st day of July, 2023.

3. **ARTICLE - III, OWNER'S RIGHT & REPORESENTATION**

4. **ARTICLE - IV RIGHTFUL LEGAL POSSESSION**

- A. The Owners are 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 Owners 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 including any attachment under any certificate case or any created any registered or equitable mortgage or anomalous mortgage or charge or lien on the Said Property or any part or other Government Authorities under the Public Demands 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 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 incurred their respective costs for execution of its



presents, Electricity, GST, tax and khajna, Maintenance for his allocated portion.

**5. 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 and/or discrepancies is/are found upon such enquiry, and, if there be any encumbrance in regards to the said land in question of the Owner, in that case, the Owner shall duty bound and/or 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 teeming 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.

- D. 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.
- E. 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.
- F. 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.

G. 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 hereinabove 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.

H. That the total area of land is 89.139 (Eighty nine point one thirty nine) decimal equivalent to 53 (Fifty Three) Kathas 02 (Two) Chittaks 07 (Seven) Sq. Ft. more or less.

#### 6. **ARTICLE - V, DEVELOPER/DEVELOPER'S RIGHTS**

6.1. 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.

6.2. 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.

6.3. 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.

- 6.4. **Selling Rate:** The selling rate of the Developer's allocation will be fixed by the Developer without any permission or consultation with the Owner.
- 6.5. **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.
- 6.6. **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.
- 6.7. **Construction cost:** The construction cost shall be borne by the Developer solely and entirely.
- 6.8. **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.

6.9. 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.

6.10. The Developer herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed project.

6.11. Apart from this development agreement in respect of schedule 'A' property, the developer can enter into other agreements with the other land owner in the same Mouza and/or adjacent mouzas and in that event the owner of the instant agreement shall have no objection whatsoever in respect of the said intending agreement.

**7. ARTICLE - VI, CONSIDERATION**

7.1. 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.

7.2. Apart from the aforesaid Security Deposit as has been agreed to be paid by the Developer to the Owners 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.

#### 8. **ARTICLE - VII, 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.

#### 9. **ARTICLE - VIII, 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 ~~Developer~~ *developer's allocation* which are as follows:

*Small U.S. 10/16*

- 9.1. To construct a Multi-storeyed 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/authorities and to sign on behalf of the Owner in the building plan and to file and obtain the same from said authority/authorities 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/authorities 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.Ĉ / W.B.S.E.B., Income 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 Multi-storeyed 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 of 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, Tabour, 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 on my behalf in connection with the of construction of the proposed multi-storied building upon the said project property as mentioned in the Schedule below.
23. To sign all complaints, 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, complaints, 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. *to complete the same and*
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. *and also to appear before any Public*
29. To appear in any suit, proceedings, motion, LA. 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. *and/or such other*
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. *and*
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/authorities 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/authorities 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.

*General & Sec. 110/111*

*Developer's allocation of the*

- Developer's allocation*
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.
- Small Developer*

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/authorities 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 Owners have not done anything inconsistent with this Power of Attorney.

55. AND the Director of the Owners 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.

#### 10. ARTICLE - IX, NEW MULTI-STORIED BUILDING

10.1. 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

10.2. 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.

10.3. 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.

#### 11. ARTICLE - X, COMMON FACILITIES

11.1. The Developer shall pay and bear all the tax(s), 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.

11.2. 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.

## 12. ARTICLE - XI, 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:-

12.1. 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.

12.2. 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/bodies and/or local body/bodies 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.

12.3. 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.

### 13. ARTICLE - XII, OWNER'S OBLIGATION

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

#### 14. **ARTICLE - XIII, DEVELOPER'S OBLIGATION**

14.1. 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. 1,50,000/- (Rupees One Lacs Fifty Thousand) only per month as compensation.

### 15. ARTICLE - XIII, MISCELLANEOUS

- 15.1. 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.
- 15.2. 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 Supplementary Agreement by which they separate their respective allocation proportionately according to 26:74 (Twenty Six: Seventy Four) ratio.

15.3. 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.

15.4. 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

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

15.6. The Developer shall be entitled to borrow funds for construction of the proposed Multi-storeyed 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.

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

15.8. 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.

15.9. 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.

15.10. Handing over documents : The Owner hereby undertake and agree to supply documents relating Schedule A mentioned and/or handover all the Deeds and 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.

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

#### 16. 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

**17. 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

**18. ARTICLE - XVI INDEMFICATION**

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 bum out of test 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.

19. **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.

20. **ARTICLE - XVIII, LEGAL ACTION**

20.1. The Developer has every right to execute Agreement for Sale, conveyances or sale deeds <sup>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 saleable 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.</sup> *of Developer's allocation*

20/11/11 10:30 AM

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L.R. Das / No. 2342, 4020.

20.2. 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 endeavours 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 parties to preferred an appeal in accordance with law.

**SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the Entire Land and Property)**

**PART-I**

*vacant*  
**ALL THAT** piece or parcel of Sali land measuring an area of 89.139 Satak more or less, comprised in R.S. & L.R. Dag Nos. 3842, 4080,

SALU SARI MATH

4088, 4089, 4091, 4092, 4096, 4102, 4103, 4105, 4106, 4110, 4113, 4114, 4115 and 4116 under L.R. Khatian Nos. 12885, 10968, 12120 and 13034 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, Kolkata - 700135, in the State of West Bengal, the said land is clearly specified in the following manner :

Sl. No.	Total area	L.R. & R.S. Plot No.	nature	L.R. Khatian No.	land allotted for development by the owners
1.	8	3842	Sali	12885	1.18
2.	13	4080	Sali	12885 13034	1.45 6.51
3.	14	4088	Sali	13034	14
4.	15	4089	Sali	12885 13034	1.67 7.5
5.	26	4091	Sali	13034	5.2
6.	27	4092	Sali	10968	3.85
7.	52	4096	sali	13034	3.71
8.	7	4102	Sali	12120	4.38
9.	6	4103	Sali	12120	3.72
10.	11	4105	Sali	12120	3.17
11.	10	4106	Sali	12120	3.57
12.	39	4110	Sali	13034	2.925
13.	8	1413	Sali	12885	2.38
14.	10	4114	Sali	13034	4
15.	10	4115	Sali	13034	5.084
16.	89	4116	Sali	13034	14.84

Total land 89.139 satak corresponding 53 katha 2 chittack & 7 square feet

- ON THE NORTH** : Plot No.3841, 3836, 4111, 4112, 4097 & 4084
- ON THE SOUTH** : Plot No.4107, 4087, 4077 & 4092
- ON THE EAST** : Plot No.4104, 4101, 4109, 4117 & 4118
- ON THE WEST** : Plot No.4079, 4082, 4095 & 3843

**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 Owners 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" 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" 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, in benefits in respect thereof in respect thereof. The Brokerage and/or Marketing / Promotional costs associated with the sales and marketing of the above-mentioned saleable 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" 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/Flooring	Flooring -Vitrified Tiles
6.	Bedrooms	Flooring -Vitrified Tiles
7.	Kitchen	Flooring - Anti Skid Counter - Black Stone Platform with Stainless Steel Sink & Tiles up to 2 feet height above counter.
8.	Toilets	Flooring - Anti Skid 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** 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:

**WITNESSES:-**

1. Santan Chak  
Law Clerk  
High Court at  
Calcutta.

**SURUCHI VANIJYA PVT. LTD.** WITHAL SERVICES PVT. LTD.

M. K. Budhia, M. K. Budhia,  
Director Director

MR. MANOJ KUMAR BUDHIA DIRECTORS OF:-  
1. M/S WITHAL SERVICES PVT. LTD.  
2. SURUCHI VANIJYA PVT. LTD.

(SIGNATURE OF THE OWNERS/VENDORS)

2. Sakana Torneen  
Advocate  
High Court at  
Calcutta

**NITU DEVELOPERS PVT. LTD.**

JAMALUDDIN MOJLA  
Director

(DIRECTOR OF NITU DEVELOPERS PVT. LTD)

(SIGNATURE OF THE DEVELOPER)

Read Over Explained Drafted &  
Prepared by me as per documents and  
information supplied to me:-

Mrinal Kanti Mukherjee

Mrinal Kanti Mukherjee  
Advocate

High Court, Calcutta  
M:-9734822046  
Enrolment No. WB/296/89

**MEMO OF CONSIDERATION**

**RECEIVED** of and from within the named **Developer** within mentioned sum of **Rs.1,00,000/- (Rupees One Lac) only** as full and final consideration paid under these presents as per memo below :-

<b>Cheque</b>	<b>Date</b>	<b>Bank/Branch</b>	<b>Amount</b>
001124	25.07.2023	UCO Bank	Rs.50,000/-
001125	25.07.2023	UCO Bank	Rs.50,000/-
<b>TOTAL =</b>			<b>Rs.1,00,000/-</b>

**(Rupees One Lac) only.**

**WITNESSES :**

1. Santan Aher,

SURUCHI VANIJYA PVT. LTD. WITHAL SERVICES PVT. LTD.

M.R. Budhia, M.R. Budhia

**MR. MANOJ KUMAR BUDHIA DIRECTORS OF:-**  
 Director 1. M/S WITHAL SERVICES PVT. LTD.  
 2. SURUCHI VANIJYA PVT. LTD.

**(SIGNATURE OF THE OWNERS/VENDORS)**

2. Sabana Farnan  
Adv



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



192023240136005101

GRN Details

GRN:	192023240136005161	Payment Mode:	Online Payment
GRN Date:	20/07/2023 14:49:12	Bank/Gateway:	State Bank of India
BRN :	IK0CJBLAB2	BRN Date:	20/07/2023 14:50:49
GRIPS Payment ID:	200720232013600515	Payment Init. Date:	20/07/2023 14:49:12
Payment Status:	Successful	Payment Ref. No:	2001655796/4/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	JAMALUDDIN MOLLA
Address:	Rajarhat Kolkata, West Bengal, 700135
Mobile:	9734822046
Depositor Status:	Buyer/Claimants
Query No:	2001655796
Applicant's Name:	Mr S GHOSH
Identification No:	2001655796/4/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	20/07/2023
Period To (dd/mm/yyyy):	20/07/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001655796/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	40071
2	2001655796/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	1028
			<b>Total</b>	<b>41099</b>

IN WORDS: FORTY ONE THOUSAND NINETY NINE ONLY.

PAID



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



200720232013600515

## GRIPS Payment Detail

GRIPS Payment ID:	200720232013600515	Payment Init. Date:	20/07/2023 14:49:12
Total Amount:	41099	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	IK0CJBLAB2	BRN Date:	20/07/2023 14:50:49
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

## Depositor Details

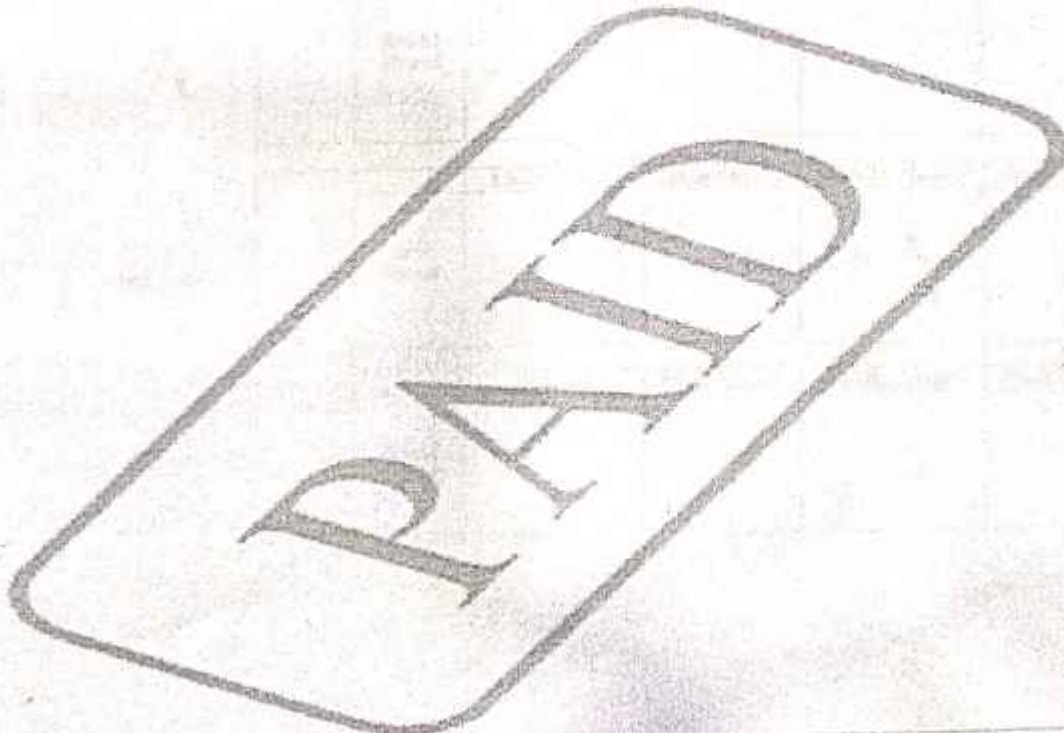
Depositor's Name: JAMALUDDIN MOLLA  
Mobile: 9734822046

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240136005161	Directorate of Registration & Stamp Revenue	41099
Total			41099

IN WORDS: FORTY ONE THOUSAND NINETY NINE ONLY.

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



# SPECIMEN FORM FOR TEN FINGERPRINTS



WITHAL SERVICES PVT. LTD.  
*M. L. Kulkarni*

<b>Director</b>	Left Hand	<i>Little Finger</i>	<i>Ring Finger</i>	<i>Middle Finger</i>	<i>Fore Finger</i>	<i>Thumb</i>
	Right Hand	<i>Thumb</i>	<i>Fore Finger</i>	<i>Middle Finger</i>	<i>Ring Finger</i>	<i>Little Finger</i>



NITU DEVELOPERS PVT. LTD.  
*Chandrashekar Molkar*

<b>Director</b>	Left Hand	<i>Little Finger</i>	<i>Ring Finger</i>	<i>Middle Finger</i>	<i>Fore Finger</i>	<i>Thumb</i>
	Right Hand	<i>Thumb</i>	<i>Fore Finger</i>	<i>Middle Finger</i>	<i>Ring Finger</i>	<i>Little Finger</i>

PHOTO

	Left Hand	<i>Little Finger</i>	<i>Ring Finger</i>	<i>Middle Finger</i>	<i>Fore Finger</i>	<i>Thumb</i>
	Right Hand	<i>Thumb</i>	<i>Fore Finger</i>	<i>Middle Finger</i>	<i>Ring Finger</i>	<i>Little Finger</i>

PHOTO

	Left Hand	<i>Little Finger</i>	<i>Ring Finger</i>	<i>Middle Finger</i>	<i>Fore Finger</i>	<i>Thumb</i>
	Right Hand	<i>Thumb</i>	<i>Fore Finger</i>	<i>Middle Finger</i>	<i>Ring Finger</i>	<i>Little Finger</i>



DATED THIS DAY OF JULY, 2023

BETWEEN

M/S. WITHAL SERVICE PRIVATE  
LIMITED & ANR.

..... "OWNERS"

AND

NITU DEVELOPERS PRIVATE  
LIMITED

..... "DEVELOPER"

REGISTERED DEVELOPMENT  
AGREEMENT ALONG WITH  
REGISTERED DEVELOPMENT  
POWER OF ATTORNEY

**MRINAL KANTI MUKHERJEE**

Advocate

High Court, Calcutta

M:-9734822046

Enrolment No.WB/296/89

### Major Information of the Deed

Deed No :	I-1901-06070/2023	Date of Registration	25/07/2023
Query No / Year	1901-2001655796/2023	Office where deed is registered	
Query Date	27/06/2023 10:14:31 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	S GHOSH 10 OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6291661412, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,42,26,548/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,171/- (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 Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3842 (RS :- )	LR-12885	Bastu	Shali	1.18 Dec		2,91,901/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L2	LR-4080 (RS :- )	LR-12885	Bastu	Shali	1.45 Dec		3,94,562/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L3	LR-4080 (RS :- )	LR-13034	Bastu	Shali	6.51 Dec		17,71,445/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L4	LR-4088 (RS :- )	LR-13034	Bastu	Shali	14 Dec		38,09,560/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L5	LR-4089 (RS :- )	LR-12885	Bastu	Shali	1.67 Dec		4,54,426/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified

L6	LR-4089 (RS :- )	LR-13034	Bastu	Shali	7.5 Dec		20,40,838/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L7	LR-4091 (RS :- )	LR-13034	Bastu	Shali	5.2 Dec		14,14,979/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L8	LR-4096 (RS :- )	LR-13034	Bastu	Shali	3.71 Dec		10,09,533/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L9	LR-4102 (RS :- )	LR-12120	Bastu	Shali	4.38 Dec		11,91,848/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L10	LR-4103 (RS :- )	LR-12120	Bastu	Shali	3.72 Dec		10,12,254/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L11	LR-4105 (RS :- )	LR-12120	Bastu	Shali	3.17 Dec		8,62,593/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L12	LR-4106 (RS :- )	LR-12120	Bastu	Shali	3.57 Dec		9,71,438/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L13	LR-4110 (RS :- )	LR-13034	Bastu	Shali	2.925 Dec		7,95,926/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L14	LR-4114 (RS :- )	LR-13034	Bastu	Shali	4 Dec		10,88,446/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L15	LR-4115 (RS :- )	LR-13034	Bastu	Shali	5.084 Dec		13,83,414/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L16	LR-4116 (RS :- )	LR-13034	Bastu	Shali	14.84 Dec		40,38,133/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified

L17	LR-4092 (RS :-)	LR-10968	Bastu	Bastu	3.85 Dec		10,47,629/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
L18	LR-4113 (RS :-)	LR-12885	Bastu	Shall	2.38 Dec		6,47,625/-	Property is on Road Adjacent to Metal Road, ,Project : Not Specified
		<b>TOTAL :</b>			<b>89.139Dec</b>	<b>0 /-</b>	<b>242,26,548 /-</b>	
		<b>Grand Total :</b>			<b>89.139Dec</b>	<b>0 /-</b>	<b>242,26,548 /-</b>	







**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>WITHAL SERVICE PRIVATE LIMITED</b> 5A MUKHERJEE PARA LANE, City:- , 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
2	<b>SURUCHI VANIJYA PRIVATE LIMITED</b> 5A MUKHERJEE PARA LANE, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: AAxxxxxx4K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>NITU DEVELOPERS PRIVATE LIMITED</b> LOUHATI, RAJARHAT, City:- , P.O:- LOUHATI, 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			
1	<b>Name</b> <b>MANOJ KUMAR BUDHIA</b> Son of Late PRABHU DAYAL BUDHIA Date of Execution - 25/07/2023, , Admitted by: Self, Date of Admission: 25/07/2023, Place of Admission of Execution: Office	 <small>Jul 25 2023 2:26PM</small>	 <small>LTI 25/07/2023</small>	 <small>25/07/2023</small>
5A MUKHERJEE PARA LANE, City:- , 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 SERVICE PRIVATE LIMITED (as DIRECTOR), SURUCHI VANIJYA PRIVATE LIMITED (as DIRECTOR)				
2	<b>Name</b> <b>JAMALUDDIN MOLLA</b> (Presentant ) Son of MOJAMBARI MOLLAH Date of Execution - 25/07/2023, , Admitted by: Self, Date of Admission: 25/07/2023, Place of Admission of Execution: Office	 <small>Jul 25 2023 2:27PM</small>	 <small>LTI 25/07/2023</small>	 <small>25/07/2023</small>
LOUHATI, RAJARHAT, City:- , P.O:- LOUHATI, 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 DIRECTOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>SANTANU GHOSH</b> Son of SAMIR KUMAR GHOSH H C CALCUTTA, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 <small>25/07/2023</small>	 <small>25/07/2023</small>	 <small>25/07/2023</small>
Identifier Of MANOJ KUMAR BUDHIA, JAMALUDDIN MOLLA			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.59 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.59 Dec

Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.86 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.86 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.585 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.585 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.785 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.785 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.4625 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.4625 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.542 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.542 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-7.42 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-7.42 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.925 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.925 Dec

Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.19 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.19 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.725 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.725 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-3.255 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-3.255 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-7 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-7 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.835 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-0.835 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-3.75 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-3.75 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.6 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.6 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.855 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-1.855 Dec

Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	WITHAL SERVICE PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.19 Dec
2	SURUCHI VANIJYA PRIVATE LIMITED	NITU DEVELOPERS PRIVATE LIMITED-2.19 Dec

## Land 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:- 3842, LR Khatian No:- 12885	Owner:উইথল সার্ভিসেস প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:আর এন মুখার্জী রোড হেয়ার স্ট্রীট কলকাতা, Classification:শালি, Area:0.01000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L2	LR Plot No:- 4080, LR Khatian No:- 12885	Owner:উইথল সার্ভিসেস প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:আর এন মুখার্জী রোড হেয়ার স্ট্রীট কলকাতা, Classification:শালি, Area:0.01000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L3	LR Plot No:- 4080, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L4	LR Plot No:- 4088, LR Khatian No:- 13034		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 4089, LR Khatian No:- 12885	Owner:উইথল সার্ভিসেস প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:আর এন মুখার্জী রোড হেয়ার স্ট্রীট কলকাতা, Classification:শালি, Area:0.02000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L6	LR Plot No:- 4089, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L7	LR Plot No:- 4091, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.05000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L8	LR Plot No:- 4096, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.01000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED



L9	LR Plot No:- 4102, LR Khatian No:- 12120	Owner:উইথল সার্ভিসেস প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১৮,আর এন মুখার্জী রোড, খানা-হের স্ট্রীট, কোলকাতা-৭০০০০১, Classification:শালি, Area:0.05000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L10	LR Plot No:- 4103, LR Khatian No:- 12120	Owner:উইথল সার্ভিসেস প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১৮,আর এন মুখার্জী রোড, খানা-হের স্ট্রীট, কোলকাতা-৭০০০০১, Classification:শালি, Area:0.03000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L11	LR Plot No:- 4105, LR Khatian No:- 12120	Owner:উইথল সার্ভিসেস প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১৮,আর এন মুখার্জী রোড, খানা-হের স্ট্রীট, কোলকাতা-৭০০০০১, Classification:শালি, Area:0.03000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L12	LR Plot No:- 4106, LR Khatian No:- 12120	Owner:উইথল সার্ভিসেস প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১৮,আর এন মুখার্জী রোড, খানা-হের স্ট্রীট, কোলকাতা-৭০০০০১, Classification:শালি, Area:0.04000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L13	LR Plot No:- 4110, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.03000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L14	LR Plot No:- 4114, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.04000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L15	LR Plot No:- 4115, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.04000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L16	LR Plot No:- 4116, LR Khatian No:- 13034	Owner:সুরুচি বানিয়া প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:শালি, Area:0.15000000 Acre,	SURUCHI VANIJYA PRIVATE LIMITED
L17	LR Plot No:- 4092, LR Khatian No:- 10968	Owner:উইথল সার্ভিসেস প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডিরেক্টর, Address:১৮ আর এন মুখার্জী রোড কোল ০১ , Classification:শালি, Area:0.04000000 Acre,	WITHAL SERVICE PRIVATE LIMITED
L18	LR Plot No:- 4113, LR Khatian No:- 12885	Owner:উইথল সার্ভিসেস প্রাইভেট লিমিটেড, Gurdian:পক্ষে ডাইরেক্টর, Address:আর এন মুখার্জী রোড হেয়ার স্ট্রীট কনকাতা, Classification:শালি, Area:0.03000000 Acre,	WITHAL SERVICE PRIVATE LIMITED



Endorsement For Deed Number : I - 190106070 / 2023

On 25-07-2023

**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 14:18 hrs on 25-07-2023, at the Office of the A.R.A. - I 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 2.42,26,548/-

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

Execution is admitted on 25-07-2023 by MANOJ KUMAR BUDHIA, DIRECTOR, WITHAL SERVICE PRIVATE LIMITED (Private Limited Company), 5A MUKHERJEE PARA LANE, City:- , P.O:- KALIGHAT, P.S:-Kalighat, District:- South 24-Parganas, West Bengal, India, PIN:- 700026; DIRECTOR, SURUCHI VANIJYA PRIVATE LIMITED (Private Limited Company), 5A MUKHERJEE PARA LANE, City:- , P.O:- KALIGHAT, P.S:-Kallighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by SANTANU GHOSH, , , Son of SAMIR KUMAR GHOSH , H C CALCUTTA, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Execution is admitted on 25-07-2023 by JAMALUDDIN MOLLA, DIRECTOR, NITU DEVELOPERS PRIVATE LIMITED (Private Limited Company), LOUHATI, RAJARHAT, City:- , P.O:- LOUHATI, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by SANTANU GHOSH, , , Son of SAMIR KUMAR GHOSH , H C CALCUTTA, P.O: GPO, Thana: Hare Street, . City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

**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 20/07/2023 2:50PM with Govt. Ref. No: 192023240136005161 on 20-07-2023, Amount Rs: 1,028/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CJBLAB2 on 20-07-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 102356, Amount: Rs.100.00/-, Date of Purchase: 25/07/2023, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/07/2023 2:50PM with Govt. Ref. No: 192023240136005161 on 20-07-2023, Amount Rs: 40,071/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0CJBLAB2 on 20-07-2023, Head of Account 0030-02-103-003-02

Pradipta Kishore Guha  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1901-2023, Page from 236544 to 236635  
being No 190106070 for the year 2023.



*Pradipta*

Digitally signed by PRADIPTA KISHORE  
GUHA  
Date: 2023.07.27 17:43:52 +05:30  
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2023/07/27 05:43:52 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - I KOLKATA  
West Bengal.

(This document is digitally signed.)