

SIL NO - 584/24

Div - Agreements

I- 550/24



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

K 891476

06-02-24
05-40pm
At

Q-2000265244/24

Endorsement sheet and signature sheet attached with the document are part of the document.

At
Addl. Dist. Sub-Registrar
Chandernagar, Hooghly

21 FEB 2024

AGREEMENT FOR DEVELOPMENT ALONGWITH
GENERAL POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT ALONGWITH
GENERAL POWER OF ATTORNEY is made on this the
.....6th... day of February....., 2024, Two Thousand
Twenty Four .

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নম্বর 6281 তারিখ ইং 31.1 সন ২০ 24

ক্রোতা
সাং *Ithemba Developments Ltd*
থানা *Ch*
Do

ভেণ্ডার- শ্রী প্রবীর কুমার সাঁতরা
মূল্য- ৫০০০/- মোকাম- চন্দননগর কোর্ট
P. S. Saha



Addl. District Sub-Registrar
Chandernagar, Hooghly
06 FEB 2024

BETWEEN

(1) ITHEMBA DEVELOPMENTS LIMITED, PAN -

AACCI6491E, CIN - U70109WB2011PLC164512 A Limited

Company having incorporated under the company Act. 1956, Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandannagar, Pin- 712136. Represented by its Director: SRI SAUMYARUP GANGULY (Aadhar No. 3314 8892 4582 / PAN - ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station, Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin – 403402,

(2) ROYREYAN SERVICES PVT. LTD, PAN -AALCR7888K,

CIN -U51909WB2022PTC253037, A Private Limited Company

having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008 Represented by its Director: SRI KUNAL ROY (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin – 712137,

(3) TRANSWIN CARRYING & FORWARDING AGENT PVT.

LTD., PAN - AAGCN0022N, CIN -U26960WB2010PTC142027,

A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: SRI KUNAL ROY (Aadhar No. 2056 0008 4538/ PAN -

AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin – 712137,

(4)UTILIS SERVICES PVT LTD, PAN - AADCU1403F, CIN – U51909WB2022PTC255554, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN- ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station, Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S- Old Goa, District - North Goa, Goa, Pin – 403402,

5.ROY CEMENT SUPPLIER PVT LTD, PAN - AAFCR8669G, CIN - U523441WB2012PTC172305, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata -700008, Represented by its Director **SRI KUNAL ROY**, (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN-02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin – 712137,

(6)GENOME CORPORATION, PAN - AAWFG4238J, A Partnership Company, Registered Office at Genome Corporation, Out House Ground Floor, Plot No. 56, Haridas Building, Kalbadevi Road,

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Popatwadi, Kalbadevi, Mumbai, Pin- 400002, P.O. Kalbadevi, P.S. LT Marg, Represented by MS. RASHMI SINGHANIA (Aadhar No. 2255 3211 3455/ PAN -ALQPS3936A), Daughter of SRI Debi Prasad Singhania, by faith Hindu, Citizen - Indian, by profession-Business, Residing at Lotus Enpar Residency, Wing-A, Flat 2001, 20th Floor, 45 Hanuman Lane, Lower Parel West, Mumbai, MH- 400013, P.O. Delisle Road, Sitaram Jadhav Marg, P.S. NM Joshi, Sakhubai Mohite Marg, Mumbai, hereinafter referred to and called as the "OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their Office executors, administrators, successors, representatives and assigns.) of the FIRST PART.

AND

(1) ITHEMBA DEVELOPMENTS LIMITED, PAN - AACCI6491E, CIN - U70109WB2011PLC164512 A Limited

Company having incorporated under the company Act. 1956, Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandannagar, Pin- 712136. Represented by its Director: SRI SAUMYARUP GANGULY (Aadhar No. 3314 8892 4582 / PAN - ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen - Indian, by profession-Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station , Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin - 403402, hereinafter referred to and called as the "BUILDERS/ DEVELOPERS" (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal heirs, successors, administrators, executors,

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representatives and assign) of the **SECOND PART**.

A. All that piece and parcel of land measuring 43 Kattha be the same or a little more or less comprised in C.S. & R.S. Plot No.462 under R.S. Khatian No.289, Sheet No.11, within ambit of Mouza & P.S. – Chandannagar, J.L.No.1, District – Hooghly and other properties originally belonged to Hari Gopal Nandy.

B. That said Hari Gopal Nandy while in possession of the afore said property, executed a French Will on 26th day of October, 1947 which was duly Noterised before the Notary Public: P. Tinivassane, at Chandernagore, being No.331 for the 26.10.1947 directing that after his (excecutant) demise, his eldest son Akshay Kumar Nandy will enjoy and possess the above mentioned property during his life time and after his demise the above mentioned property will be devolved upon his male children(s).

C. That said Hari Gopal Nandy died long back and his elder son Akshay Kumar Nandy also died on 07.10.1996 and according to terms of said Will being No.331 dated 26.10.1947, his Seven sons namely **Ajit Kumar Nandy, Ujjal Kumar Nandy, Shakti Kumar Nandi, Sanat Kumar Nandi, Rabindra Nath Nandy, Sanjib Kumar Nandy and UtpalNandy**, became the joint absolute Owners of the above mentioned property to the extent of undivided 1/7th share each.

D. That said Rabindra Nath Nandy died intestate on **24.02.2003** as bachelor and according to Hindu succession Act., his undivided 1/7th share devolved upon his living brothers **Ajit Kumar Nandy, Ujjal Kumar Nandy, Shakti Kumar Nandi, Sanat Kumar Nandi, Sanjib Kumar Nandy and Utpal Nandy** and sisters namely **Saraswati Chatterjee, Jayashree Modak, Bharati Dey and Arati**

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Das in equal and said living brothers and sisters jointly got and acquired undivided $1/7^{\text{th}}$ share left by Rabindra Nath Nandy to the extent of undivided $1/70^{\text{th}}$ share out of the entire property mentioned hereinabove. Be it mentioned that one sister Indu Ghosh, wife of Late. Brojogopal Ghosh died on 18.12.2015 as having no child and another sister Ira Mallick also predeceased on 04.10.1986.

E. That said Sanjib Kumar Nandy while in possession of undivided $1/7^{\text{th}} + 1/70^{\text{th}} = 11/70^{\text{th}}$ share out of the entire property, died intestate on 20.04.2008 leaving behind his wife **Smt. Rama Nandy** and one son namely **Sri Surajit Nandy** and one daughter **Smt. Tumpa Dutta** as his only legal heirs and successors and said legal heirs became the joint absolute Owners of undivided $11/70^{\text{th}}$ share left by Sanjib Kumar Nandy by way of law of inheritance to the extent of undivided $11/210^{\text{th}}$ share each.

F. That said Arati Das while in possession of undivided $1/70^{\text{th}}$ share out of the entire property, died intestate on 02.12.2017 leaving behind her one son namely Sri Arun Kumar Das and three daughter namely Jhunu Dey, Runu Nag and Rupa Das as her only legal heirs and successors and said legal heirs became the joint absolute Owners of undivided $1/70^{\text{th}}$ share left by Arati Das by way of law of inheritance to the extent of undivided $1/280^{\text{th}}$ share each.

G. That said Utpal Nandy while in possession of undivided $1/7^{\text{th}} + 1/70^{\text{th}} = 11/70^{\text{th}}$ share out of the entire property, died intestate on 19.06.2020 as bachelor leaving behind his living brothers Ajit Kumar Nandy, Ujjal Kumar Nandy, Shakti Kumar Nandi and Sanat Kumar Nandi **and three sisters namely Saraswati Chatterjee, Jayashree Modak, Bharati Dey** as his only legal heirs and successors and said legal heirs became the joint absolute Owners of

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undivided 11/70th share left by Utpal Nandy by way of law of inheritance to the extent of undivided 11/490th share each.

H. That said (1) SRI AJIT KUMAR NANDY, (2)SRI UJJAL KUMAR NANDY, (3)SRI SHAKTI KUMAR NANDI and (4)SRI SANAT KUMAR NANDI, jointly executed an Agreement for Sale on 23.05.2023 in favour of the Owners herein in respect of their respective share of Land measuring 1 Bigha 10 Katha 10 Chittaks 35 Sq.ft. and said Agreement for Sale was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.I, CD Volume No.0604-2023, Pages from 37379 to 37415, being No. 060401682 for the year 2023.

I. That later said (1) SRI AJIT KUMAR NANDY, (2)SRI UJJAL KUMAR NANDY, (3)SRI SHAKTI KUMAR NANDI and (4)SRI SANAT KUMAR NANDI, jointly executed a Deed of Conveyance on 04.10.2023 in favour of the Owners herein on the basis of said Agreement for Sale being No. 060401682 for the year 2023 in respect of their respective share of Land measuring 1 Bigha 10 Katha 10 Chittaks 35 Sq.ft. and said Deed of Conveyance was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.I, CD Volume No.0604-2023, Pages from 76809 to 76848 being No.060403560 for the year 2023.

J. That said (1)SRI ARUN KUMAR DAS, (2)SMT. JHUNU DEY, (3)SMT. RUNU NAG and (4)SMT. RUPA DAS, jointly executed a Deed of Conveyance on 03.05.2023 in favour of the Owners herein in respect of their respective share of Land measuring 12 Chittaks and said Deed of Conveyance was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.I, CD Volume No.0604-2023, Pages from 31946 to 31975, being No.060401405 for the year 2023.

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K. That said (1)SMT. BHARATI DEY, (2)SMT. JOYASHREE MODAK, (3)SMT. RAMA NANDI, (4)SMT. SARASWATI CHATTERJEE, (5) SRI SURAJI NANDI and (6)SMT. TUMPA DUTTA jointly executed a Deed of Conveyance on 23.05.2023 in favour of the Owners herein in respect of their respective share of Land measuring 11 Katha 5 Chittaks and said Deed of Conveyance was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No.I, CD Volume No.0604-2023, Pages from 27334 to 27378, being No.060401681 for the year 2023.

L. That in the events as recited hereinabove the present Owners became entitled to the lands & property containing Bastu Land admeasuring 42 Bigha 11 Chittaks 18 Sq.ft. OR 706 Acre more or less, appertaining to R.S. Dag No.462 under R.S. Khatian No. 289, Sheet No.11, within ambit of Mouza & P.S. Chandernagore, District Hooghly, in the state of West Bengal.

M. That the present Owners thus became the joint absolute owners of the above mentioned property morefully described in the First Schedule hereunder and effected mutation of their names before the Office of B.L & L.R.O, Singur as well as in the records of Chandernagore Municipal Corporation and possessing, enjoying the same jointly by paying rents and taxes to the Authority Concern .

N. That the Owners are absolutely seized and possessed and sufficiently entitled all those pieces or parcels of the First Schedule mentioned property hereunder written .

O. That the Party of the First Part are not getting sufficient income from the properties mentioned in the First Schedule hereunder, they have been searching for Developer/Promoter who would develop the

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Schedule mentioned Property at his/their own cost in exchange of valuable consideration in favour of the First Part after completing the proposed construction as per Building Plan duly sanctioned by Chandernagore Municipal Corporation. Moreover the Owners are already engaged in several activities and do not seek to be involved in the technicalities of obtaining sanction plan from Chandernagore Municipal Corporation and also in the matter of raising construction by appointing Engineers, Contractors, Masons, Labour etc. The party of the First Part hereby agrees to abide by all terms and conditions stipulated herein in the instant agreement.

P. That the Owners herein have acquired absolute title in respect of the said property specifically mentioned in the Schedule below and have established their absolute right of Ownership and have been owning and possessing the same by paying rent and taxes to the proper authorities and have clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, attachment, trust whatsoever and that the owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the Schedule property.

NOW THIS AGREEMENT WITNESSETH :-

ARTICLE -I (DEFINITIONS) :-

In these presents shall, unless there be contrary or repugnant to the context, the terms or expression :

"OWNER" : (1) ITHEMBA DEVELOPMENTS LIMITED,
PAN -AACCI6491E, CIN - U70109WB2011PLC164512 A Limited
Company having incorporated under the company Act. 1956,
Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road,

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Barabazar, P.O. & P.S.- Chandannagar, Pin- 712136. Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN - ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station , Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin – 403402, **(2) ROYREYAN SERVICES PVT. LTD, PAN -AALCR7888K, CIN -U51909WB2022PTC253037,** A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O.Barisha& P.S - Thakurpukur, Kolkata - 700008 Represented by its Director: **SRI KUNAL ROY** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O.Gondalpara& P.S - Chandannagar, District - Hooghly, Pin – 712137,

(3)TRANSWIN CARRYING & FORWARDING AGENT PVT. LTD., PAN - AAGCN0022N, CIN -U26960WB2010PTC142027, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha& P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: **SRI KUNAL ROY** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara& P.S - Chandannagar, District - Hooghly, Pin – 712137,

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(4)UTILIS SERVICES PVT LTD, PAN - AADCU1403F, CIN - U51909WB2022PTC255554, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN- ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen - Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station, Kadamba Plateau Panelim, Bainguinim, Velha- Goa, P.O. & P.S- Old Goa, District - North Goa, Goa, Pin - 403402,

5.ROY CEMENT SUPPLIER PVT LTD,PAN - AAFCR8669G, CIN - U523441WB2012PTC172305, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata -700008, Represented by its Director **SRI KUNAL ROY,** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN-02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen - Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin - 712137,

(6)GENOME CORPORATION, PAN - AAWFG4238J, A Partnership Company, Registered Office at Genome Corporation, Out House Ground Floor, Plot No. 56, Haridas Building, Kalbadevi Road, Popatwadi, Kalbadevi, Mumbai, Pin- 400002, P.O. Kalbadevi, P.S. LT Marg, Represented by **MS. RASHMI SINGHANIA**(Aadhar No. 2255 3211 3455/ PAN -ALQPS3936A), Daughter of SRI Debi Prasad Singhania, by faith Hindu, Citizen - Indian, by profession-

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Business, Residing at Lotus Enpar Residency, Wing-A, Flat 2001, 20th Floor, 45 Hanuman Lane, Lower Parel West, Mumbai, MH-400013, P.O. Delisle Road, Sitaram Jadhav Marg, P.S. NM Joshi, Sakhubai Mohite Marg, Mumbai,

“DEVELOPER/PROMOTER” : ITHEMBA DEVELOPMENTS LIMITED. PAN -AACCI6491E, CIN - U70109WB 2011PLC

164512 A Limited Company having incorporated under the company Act. 1956, Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandannagar, Pin-712136. Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN - ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station , Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin – 403402.

“SAID PROPERTY” : ALL THAT demarcated piece and parcel of Bastu Land admeasuring 42 Kattha 11 Chittaks 18 Sq.ft. or 706 Acre be the same or a little more or less comprised in C.S. & R.S. Plot No.462 under R.S. Khatian No.289, corresponding to L.R. Dag No.786 under L.R. Khatian Nos.3231,3232,3233,3234,3235,3236, Sheet No.11, within ambit of Mouza & P.S. – Chandannagar, J.L.No.1, Corresponding to Holding No. 545, Chandernagore Station Road under Ward No.10 of Chandernagore Municipal Corporation , District – Hooghly .

1. “BUILDING” : Shall mean and include the proposed multistoried building(s) consisting of residential flats, shops and parking spaces

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and other spaces to be constructed in or the "said property" in several blocks.

1.1 **"SAID UNIT"** : Shall mean and include the proposed multistoried building(s) consisting of residential flats, shops and parking spaces in the building(s) to be built and / or constructed in or upon the "said property".

1.4 **"OWNERS ALLOCATION"** : Shall mean and include the allocated constructed area or equivalent consideration receivable by the OWNERS, as described in this Agreement, which the Owners would be entitled to obtain the details whereof are hereunder written and morefully and particularly described in the ARTICLE VIII below.

1.5 **"DEVELOPER'S ALLOCATION"** : Shall mean and includes the allocated constructed area entitled to be obtained by the DEVELOPER, the details whereof are hereunder written and morefully and particularly described in the ARTICLE VIII below.

1.6 **ARCHITECT(S)** shall mean such architects and/or Engineers as may be retained and/or appointed from time to time as the Architect(s) of the building by the Developer/Promoter.

1.7 **"SANCTION PLAN"** : Shall mean and include the building plan to be sanctioned from Chandernagore Municipal Corporation for construction of the building as also to include the renewed, revised and/or modified and/or other plans, elevations, designs, maps, drawings and other specifications for completion of the construction of the said building as may from time to time be sanctioned and/or approved by the Chandernagore Municipal Corporation.

1.8 **"COMMON AREA"** : Shall mean and include the stair, stair case, entrances, corridors, lobbies, landings, passages, ways of the building as may be required for the beneficial use and enjoyment of

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the unit owners commonly at the said building roof etc. But the common area of the commercial unit owners be restricted to their individual unit entrance, exit, access to check electric meter on reground floor and access to common toilet on the Ground Floor if any.

ARTICLE -II(DATE OF COMMENCEMENT):

This Agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICEL-III(UNDERTAKING OF THE OWNERS):

3.1 The Owners herein are seized and possessed of or otherwise well and sufficiently entitled as absolute Owners in respect of the "said property" and/or the land comprised therein, morefully described in the First Schedule hereunder written.

3.2 The "said property" is free from all encumbrances, attachments, impendent, mortgage and liens of whatsoever and howsoever nature and the Owners herein have got a valid and marketable title in all the said land and premises.

3.4 There is no impediment of any nature whatsoever for the Owners to entrust to the Developer/Promoter the development of the "said property".

3.5 The Owners have not yet entered into any agreement for sale and/or development in respect of the "said property" with any person or party.

3.6 The "said property" and the premises as far as the Owners are aware have not been subject to any notice of attachment under Public Demand Recovery Act or for payment of Income Tax, Municipal dues and/or any other statutory dues whatsoever and howsoever.

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3.7 The "said property" and premises as far as the Owners are aware does not belong to any public or private Wakf and/or mosque neither is the property under any public or private trust or any endowment.

**ARTICLE IV (UNDERTAKING OF
DEVELOPER/PROMOTER):**

4.1 The Developer/Promoter has sufficient knowledge and experience do hereby undertake in the matter of development of immovable properties and construction of new building(s) on the "said property" . The Developer/Promoter has sufficient means of necessary finance as may be required for carrying out the construction of the said building for the development of the said building and if required , the Developer/Promoter can obtain necessary finance/funds from the Banks/Financial Institutions/Financers(Public or Private) and the Owners can not raise any objection thereto.

4.2 The Developer/Promoter shall have the authority to deal with the property in terms of this agreement or negotiate with any person or persons or enter into any contract of agreement or borrow money from any Bank or take any advance against their allocation or acquired right under these presents.

**ARTICLE -V(OBLIGATIONS/COVENANTS OF THE
OWNERS):**

5.1 The Owners shall render their best cooperation and assistance to the Developer/Promoter in the matter of development of the "said property" and/or construction of the said building as may from time to time be necessary.

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5.2 The Owners shall not do any act, deed or thing which may prevent the Developer/Promoter from selling and / or assigning and / or disposing off the Developer's allocation in the said building.

5.3 The Owners shall not in any way encumber the "said property" during the subsistence of this agreement.

5.4 The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required for obtaining necessary sanctions, approvals, permissions and/or no objection certificate from the appropriate Government Authorities and/or departments with regard to the proposed construction of the building and/or department of the "said property" and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said building and/or unit(s) there at.

5.5 The Owners herein shall render their best cooperation and assistance as may from time to time be necessary in the matter of obtaining necessary sanctions and/or permissions and/or clearances including necessary sanction of plan from the Chandernagore Municipal Corporation.

5.6 The Owners shall as may time to time be necessary sign, execute and deliver all applications, papers, documents and declaration to enable the Developer to apply for and obtain telephone, gas, electricity, sewerage, water connection and other essential and public utility and essential services in or upon the "said property" and/or the said building.

5.7 The Owners at the cost of the Developer/Promoter and/or their assignees /transferees shall join if required by the Developer/Promoter

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in the sale in respect of the Developer's allocation in favour of the Developer/Promoter and/or its transferees as Confirming Party by executing and registering appropriate Deed of Conveyance(s). All money or moneys received from the sale of the Developer's allocation shall solely belong to the Developer/Promoter.

5.8 The Owners shall not be liable to pay any other costs towards development of the "said property" . But, the Owners or any of the Owner shall have right to invest further towards the Development and after completion of project, they get back their investment as well as respective proportionate profit of the project.

5.9 The Owners hereby grant subject to the terms and conditions of this agreement, the exclusive right to the Developer/Promoter to build upon the "said property" after obtaining a sanction plan from the Chandernagore Municipal Corporation in the name of the Owners with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

5.10 The Owners shall immediate with the execution of these presents deliver to the Developer/Promoter all necessary certified copies of the documents in respect of the "said property" and all other relevant papers and documents at the time of execution of these present after presenting the originals before the Developer/Promoter.

5.11 The Owners simultaneously with the execution of these presents deliver the vacant, peaceful and khas possession of the "said property" morefully mentioned and described in the First Schedule hereunder written.

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5.12 The Owners hereby undertake to rectify and defect in title if found at their own costs and expenses.

5.13 By signing this agreement the Owners being the principal herein empower and appoint SRI SAUMYARUP GANGULY, the Director of Developer/Promoter: **ITHEMBA DEVELOPMENTS LIMITED**, to do the construction thereof and also to sell and transfer any shop/flat/car parking space etc. together with the undivided proportionate and impartial share of land (save and except the Owners' allocation) to any intending buyer(s) and to enter into such agreement for sale and execution of proper Deed of Conveyance(s) in favour of the Purchaser(s).

ARTICLE -VI (OBLIGATIONS/COVENANTS OF THE DEVELOPER/PROMOTER):

6.1 In consideration of the premises and subject to the provisions contained in these presents, the Developer/Promoter hereby agrees and undertakes to carry out the development of the "said property" and/or the said land and/or the construction of the said building as per the sanction plan to be obtained from the Chandernagore Municipal Corporation and after obtaining the sanction plan, a certified copy of the sanction plan shall be submitted to the Owners.

6.2 The Developer/Promoter herein shall be responsible to arrange all necessary finances and/or funds and/or money as may from time to time be necessary or required for the said development of the "said property" and/or construction of the "said building" and in this respect, the Owners shall not in any manner be liable or responsible.

6.3 The Developer/Promoter herein shall at its own costs and expenses apply for and obtain necessary sanction plan from the Chandernagore Municipal Corporation as shall be required for the

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development of the "said property" and/or land. The costs, charges and expenses for the sanction of plan including the sanction fees as may be required to be paid and/or incurred for on account of the development of the "said property" and/or construction of the building shall be borne by the Developer/Promoter.

6.4 The Developer/Promoter, after the registration of this development agreement as afore mentioned and unless prevented by any restrain order, within the knowledge of the Owners from the appropriate court of law or any Government or Semi-Government authority and/or statutory body or authority like the Chandernagore Municipal Corporation, Calcutta Metropolitan Development Authority, Police Authority, Fire Brigade Authority etc. shall complete the construction of the said building within **4 (Four) years as expected** from the date of receiving the Sanctioned Building Plan from Chandernagore Municipal Corporation and in case of any restrain order, the period by which the development work will be delayed shall be excluded while computing the period by which the work of the said building is to be completed. Provided however, any restraint order is served due to any fault /non-compliance of sanctioned plan and/or violation of rules and regulations by the Developer shall not extend the period of construction as stated herein.

6.5 The Development of the "said property" and/or the construction of the said building shall be made complete in all respects including the installation of tube well if any electrical connections and fittings, transformer if any, water pumps, sewerage and drainage connection if any, septic tank if any, plumbing and sanitary fittings as also overhead and sub-underground water reservoirs.

Cont.P/20

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6.6 The Developer/Promoter after the registration of this agreement as afore mentioned shall carry on the development work and/or construction of the "said building" by use of standard quality building materials, sanitary and electrical fittings.

6.7 The Developer/Promoter after the registration of this agreement as afore mentioned shall at its own costs and expenses apply for and obtain all necessary clearances, permissions, No-objections, completion certificate and approvals as may from time to time be required to be obtained from the appropriate Government Authorities, Competent Authorities and/or departments in connection with the developments of the "said property" and/or construction of the said building.

6.8 The Developer/Promoter shall be required to construct a boundary wall at its own expenses surrounding the "said property".

6.9 The Developer/Promoter after the registration of this agreement as afore mentioned shall be entitled to book and receive payments from the intending purchaser(s) and issue receipts for the same.

6.10 The Developer/Promoter shall keep indemnified the Owners against all its liability for Income Tax, Wealth Tax and / or other taxes in respect of the Developer's allocation and also against all suits, proceedings, costs, charges and expenses.

6.11 In case the Developer fails to construct the building and hand over possession within the period of 4 (Four) years as set out in clause No.6.4 herein, the Developer shall pay pre-determined liquidated damages of Rs.5,000/-(Rupees Five thousand) only per month or part thereof to each of the Owners.

ARTICLE -VII(CONSTRUCTION):

7.1 The Developer/Promoter after the registration of this agreement as afore mentioned and shall obtain the sanction plan from the Chandernagore Municipal Corporation after incurring all costs, fees, etc. The Developer/Promoter shall develop the "said property" and construct the "said building(s)" in accordance with the sanction obtained from the Chandernagore Municipal Corporation.

7.2 The name of the "said building(s)" shall be decided by the Owners and Developer/Promoter.

7.3 The Developer/Promoter after the registration of this agreement as aforementioned shall appoint Engineers and/or Architect(s) for carrying out the said development work and/or construction of the building in or upon the "said property". The Developer/Promoter herein shall solely be responsible for payment of all remuneration and/or fees of the Architect, Engineers and in this respect the Owners shall not in any manner be responsible.

7.4 The Developer/Promoter shall after the completion of the construction in furtherance of the development agreement registered in between the parties in respect of construction of the said building apply for and obtain from the Chandernagore Municipal Corporation a completion certificate in respect of the said building and shall furnish a certified/true copy of the same to the Owners.

7.5 The construction shall be completed by the Developer/Promoter within a period of 4 (Four) years from the date of obtaining sanctioned Building Plan from Chandernagore Municipal Corporation. In case the construction of the building is not completed within the aforesaid period, the Owners shall allow a further period of Eighteen months more or less the Developer/Promoter to complete the construction of the said Building(s).

**ARTICKE-VIII(OWNERS' & DEVELOPER'S
ALLOCATION):**

8.. The Owners have agreed that their entire allocation of the constructed area in the proposed building shall be received by them in terms of Ratio on proposed constructed area .

8.1 The Owners will get 60% (Sixty Percent) share out of total constructed area.

8.2 That the Developers will get remaining 40% (Forty Percent) share out of the total proposed constructed area. .

It is agreed upon by the Owners and Developer that the entire Owners' allocation of constructed area shall be sold to the intending Purchasers entirely through the Developer and in exchange of selling the entire Owner's allocation, the Developer/Promoter shall pay the entire consideration to the Land Owners,

It may further be mentioned that the constructed area aforesaid means the built up area as shall be sanctioned and approved by Chandernagore Municipal Corporation in the sanctioned plan upon the schedule property.

By virtue of the above clause the Developer/Promoter is entitled to sale the constructed area of the proposed building entirely to the intending Purchasers and obtain advance payment etc. from the Purchasers against sale of unit(s).

8.3 That the Developer/Promoter will be entitled to sell, transfer, let out or otherwise dispose off either on ownership basis and/or otherwise to enter into agreement or contract for disposal the proposed building or any portion thereof together with the proportionate undivided share in land attributable to the respective units as they shall think and proper.

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8.4 The Developer/Promoter hereby agrees to keep the Owners indemnified and harmless from and against all claims, losses, damages, consequences, costs, charges and expenses which the Owners may suffer or incur for any act of the Developer/Promoter regarding the proposed multi storied building.

8.5 No further consent or authority shall be required from the Owners in the matter of the Developer/Promoter entering into any agreement or contract and/or selling or otherwise disposing off the units/saleable space forming part of the entire construction and the Owners hereby consents to the same. However, the Owners shall join in as the confirming party if required by the Developer/Promoter in the Deed of Conveyance(s) to be executed for the unit(s) and/or saleable spaces sold and/or transferred to the building. The Owners shall have no right to challenge or claim against the Developer in respect of any agreement or contract entered into by the Developer/Promoter on the basis of the revocable Power of Attorney executed by the Owners. The Developer/Promoter shall have a preferential right of purchase in respect of the units/spaces etc. of the proposed building or any portion thereof.

ARTICLE-IX(SEcurity DEPOSIT):

9. The Owners shall not claim from the Developer/Promoter herein any amount as Security deposit.

ARTICLEX(RATES, TAXES AND MAINTENANCE):

10.1 The Owners shall solely bear and pay the Municipal taxes and all other rates, taxes and other outgoings whatsoever upto the date of this agreement.

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10.2 On and from the date of this agreement, the Owners and the Developer/Promoter shall bear and pay the Municipal taxes and other outgoings whatsoever.

10.3 On and from the date of handing over possession of the units/saleable spaces etc., the intending Purchasers is/are liable to pay their proportionate taxes and outgoings if any and the Developer liable to pay the taxes and outgoings in respect of the remaining spaces.

10.4 The Developer/Promoter herein shall look after, manage and administer the day to day maintenance of the said building as also of the common parts, areas, amenities and facilities at the said building .

10.5 On and from the date of delivery of possession, the intending Purchasers/transferee shall be responsible to pay the monthly maintenance charges and service charges to the Developer/Promoter.

ARTICLE-XI (HOLDING ORGANAISATION):

After the completion of the construction of the proposed building and carrying out of the development work, the Developer/Promoter shall cause to form an Association of the buyers of units/saleable spaces for proper maintenance of the common parts, areas, facilities and amenities at the said building. The Developer/Promoter herein shall also frame the rules, regulation and bye-laws of the Association as it would think and proper.

ARTICLE-XII(PENAL CAUSE):

12. Penal cause in both sides will be applicable. If any or either party to this agreement violates or disobeys any term and condition of this agreement and either party will be entitled to approach the Court of Justice and equity for compensation, damages if the arbitration procedure fail to resolve the problem/dispute.

ARTICLE-XIII(COMMON RESTICTIONS):

13.1 The Developer/Promoter shall not permit to use of the building for carrying on any illegal or immoral trade or activity nor use or permit the user thereof for any purpose which may cause nuisance or be hazardous to the other occupiers of the building.

13.2 The Owners or the Developer/Promoter or transferees permit for demolition of any wall or other structures of the building or any portion thereof or make any structural alterations therein without the previous consent of the Developer/Promoter.

13.3 The Owners and the Developer/Promoter and any transferees and /or assigns shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and the holding organisations as the case may be and shall responsible for any deviation, violation and/or breach of any of the laws, bye-laws, rules and regulations.

13.5 The Owners and the Developer/Promoter and any transferees and / or assignees shall keep the interiors, walls, sewers, drainage, pipes, septic tanks and other fittings and fixtures and the floors and ceiling etc. in the building in good working condition and in particular so as not to cause damage to the building or any part or any spaces or accommodation therein.

13.6 The Owners and/or Developer and/or any transferees shall not through or accumulate any dirt, rubbish, waste or refuse nor permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion of the building.

13.7 The title share and interest in the roof and other common parts and areas of the building shall be undivided and shall jointly belong to the Owners of the one part and the Developer/Promoter of the other part.

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13.8 In relation to the use and enjoyment of the said building and/or the several units of the said building neither the Owners nor the Developer/Promoter nor the transferees shall :-

- a) Through any rubbish or store any articles in the common parts of the building.
- b) Decorate or paint or otherwise alter the exterior of the said building in any manner whatsoever.
- c) Do any act, deed, matter or things which may in any manner cause obstruction in the use and enjoyment of the several units by the intending Purchasers.

ARTICLE-XIV(MISCELLANEOUS):

14.1 The Owners and the Developer/Promoter have entered into this agreement purely on principal to principal bases and that nothing stated herein shall be deemed or construed to be a partnership the parties hereto nor the parties thereto shall constitute an Association of person.

14.2 On completion of the project of development of the "said property" and/or construction of the "said building(s)" as also distribution of the consideration against the Owners allocation and the Developer allocation in the manner as herein agreed, this agreement shall stand fulfilled.

14.3 The Developer/Promoter hereto shall at their own costs take appropriate steps for assessment of municipal taxes payable in respect of the several units.

14.4 The Owners and the Developer/Promoter hereby agree and undertake to sign and execute all other documents which may be required for the purpose of smooth implementation of this agreement as and when required.

ARTICLE-XV(ARBITRATION):-

15.1 All dispute and deference between the parties hereto arising out of this Agreement regarding the construction or interpretation of any of the terms and conditions herein contained or determination of the liabilities or otherwise touching these presents shall be referred to the two independent Arbitrators. One Arbitrator to be appointed by each party, who shall jointly appoint an umpire at the commencement of the arbitration proceedings. That upon reference made by the parties regarding dispute the Arbitrators shall proceed as per the Arbitration and conciliation Act, 1996 . Any award made by such Arbitrators shall be final, conclusive and binding on both the parties. The Arbitrators shall have summary powers and shall be entitled to give award(s) lot or lots.

ARTICLE-XVI(JURISDICTION):

16.1 The Courts of Chandernagore only shall have exclusively the jurisdiction to entertain and try, determine and/or adjudicate all actions, suits, proceedings arising out of/or in relation to this agreement, the award of the arbitration or otherwise between the parties herein.

GENERAL POWER OF ATTORNEY

That in continuation and also according to the terms of this Development agreement, We, **(1) ITHEMBA DEVELOPMENTS LIMITED, PAN -AACCI6491E, CIN - U70109WB2011PLC 164512** A Limited Company having incorporated under the company Act. 1956, Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandannagar, Pin-712136. Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN - ATEPG6947R),

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DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station , Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin – 403402,

(2) ROYREYAN SERVICES PVT. LTD, PAN -AALCR7888K,

CIN -U51909WB2022PTC253037, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008 Represented by its Director: **SRI KUNAL ROY** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin – 712137,

(3) TRANSWIN CARRYING & FORWARDING AGENT PVT. LTD., PAN - AAGCN0022N, CIN -U26960WB2010PTC142027,

A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: **SRI KUNAL ROY** (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen – Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin – 712137,

(4) UTILIS SERVICES PVT LTD, PAN - AADCU1403F, CIN -

U51909WB2022PTC255554, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B,

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K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008, Represented by its Director: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN- ATEPG6947R), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen - Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station, Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S- Old Goa, District - North Goa, Goa, Pin - 403402,

5.ROY CEMENT SUPPLIER PVT LTD, PAN - AAFCR8669G, CIN - U523441WB2012PTC172305, A Private Limited Company having incorporated under the company Act. 1956, Registered Office at 31B K.K. Roy Chowdhury Road, P.O. Barisha & P.S - Thakurpukur, Kolkata - 700008, Represented by its Director **SRI KUNAL ROY**, (Aadhar No. 2056 0008 4538/ PAN - AFGPR6438A), DIN- 02491277, Son of Tapan Kumar Roy, by faith Hindu, Citizen - Indian, by profession- Business, Residing at Hari Sabha Lane, Bose Para, P.O. Gondalpara & P.S - Chandannagar, District - Hooghly, Pin - 712137,

(6)GENOME CORPORATION, PAN - AAWFG4238J, A Partnership Company, Registered Office at Genome Corporation, Out House Ground Floor, Plot No. 56, Haridas Building, Kalbadevi Road, Popatwadi, Kalbadevi, Mumbai, Pin- 400002, P.O. Kalbadevi, P.S. LT Marg, Represented by **MS. RASHMI SINGHANIA** (Aadhar No. 2255 3211 3455/ PAN -ALQPS3936A), Daughter of SRI Debi Prasad Singhania, by faith Hindu, Citizen - Indian, by profession- Business, Residing at Lotus Enpar Residency, Wing-A, Flat 2001, 20th Floor, 45 Hanuman Lane, Lower Parel West, Mumbai, MH- 400013, P.O. Delisle Road, Sitaram Jadhav Marg, P.S. NM Joshi, Sakhubai

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Mohite Marg, Mumbai, being the Owner as well as the executants herein, do hereby nominate, appoint and constitute: **SRI SAUMYARUP GANGULY** (Aadhar No. 3314 8892 4582 / PAN - **ATEPG6947R**), DIN- 03535055, Son of Late Sarbadaman Ganguly, by faith Hindu, Citizen – Indian, by profession- Business, Residing at RA 11 Viva, NH4A bypass Road, Next to Goa Electric Sub Station , Kadamba Plateau Panelim, Bainguinim, Velha-Goa, P.O. & P.S.- Old Goa, District - North Goa, Goa, Pin – 403402, the Director of Promoter/Developer: **(1) ITHEMBA DEVELOPMENTS LIMITED, PAN -AACCI6491E, CIN - U70109WB2011PLC 164512** A Limited Company having incorporated under the company Act. 1956, Registered Office at S-3, Nundy's Enclave, Bhudev Mukherjee Road, Barabazar, P.O. & P.S.- Chandannagar, Pin- 712136. as our true and lawful attorney in our names and on our behalf for development and construction of the multistoried building over our First Schedule of property written hereunder and to do execute, all acts, deeds and things herein after mentioned i.e. to say:-

1. To represent appear, sign and act on my behalf in Supreme Court, High court, District Court, Sub divisional court and in all Courts, civil or criminal, whether criminal or appellate, Revenue officer, settlement officer, B.L. & L.R.O. Registration Office, Certificate Office, Post Office, and in office or Offices either Central Government or state Government / District Magistrate Office/Sub Divisional Office/ RERA/ Housing Industrial Regulation Authority(HIRA)/ Chandernagore Municipal Corporation or any other concerned Office.
2. To sign plaint/written statement/written Objection petition, writ application, Objection appeals / Miss appeal, Cross Appeal, Revision

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etc./before any Court of Law and to file all application, petitions etc to protect our interest.

3. To appoint any Advocate Barrister, Revenue Agent or any other legal practitioner or any person legally authorised to do any act.
4. To compromise, compound or withdraw cases to confess Judgment to pray and relief and to refer cases to arbitration.
5. To file and receive back any documents to deposit money by Challan or receipt and to withdraw money from any suit, cases or from any office or offices and to grant proper acknowledgement receipt.
6. To accept service of any summons, notice, Writ issued by any court and office against me.
7. To purchase, refund of stamp duty, court fees or repayment of stamp or court fees.
8. To sign in all forms, site plan, building plan or plans, revised building plan or plans forms, affidavit, bond, deed of amalgamation and or any required papers for the Chandernagore Municipal Corporation and to submit the same in the said Chandernagore Municipal Corporation and to take delivery all plans, forms from Chandernagore Municipal Corporation.
9. To execute any order or any decree and to take delivery of possession of property in execution of any to take payment in execution of money decree.
10. To apply to court and offices for copies of documents and papers and to withdraw deeds, documents papers from any court, Office either Government or self-local Government or Government undertaking if necessary.

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11. To apply for the inspection of and to inspect judicial records and any records of any office of offices either Central or state or local Government.
12. To execute Agreement for Sale in respect of all **flats/ shop/garages/ constructed spaces in respect of entire developer's allocation** as mentioned in this Development agreement of the proposed multistoried building or buildings with any person or persons and to receive all advance money and full consideration from the intending purchaser(s) and grant receipt against the same.
13. To present any Agreement for Sale, Conveyance or Conveyances or any kind of Deed in respect of entire **developer's allocated flats/shops/ garages/ constructed spaces or areas** in the proposed multistoried building for registration, to admit execution and present the same before the Addl. Dist. Sub Registrar or District Registrar or Registrar having authority for and to have the said agreement for sale, conveyance or conveyances registered and to do all acts deeds and things, which our said Attorney shall consider necessary for conveying the said property to any Purchaser(s) as fully and effectually in all respects as we could do the same ourselves.
14. To give possession of developer's allocated Flats/Shop/Garages/ Constructed spaces to the prospective Purchaser(s) in the proposed multistoried building or buildings.
15. To engage engineer, masons, suppliers, and to construct multistoried building or buildings by the fund of the developer at their own discretion.
16. To give consent for mutation of names to the proposed purchaser in respective their flats shops/garages constructed spaces etc.

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17. Generally to do all necessary act or acts our Attorneys or agent in relation to the matter aforesaid and all other matters in which we may be interested or concerned and on our behalf to execute and to do all deeds, acts or things as fully and effectually in all respect as ourselves could do if personally being present.

18. We hereby agree that all acts, deeds and things lawfully done by us said attorney shall be construed as acts deeds and things done by us. We undertake to ratify and confirm all acts whatsoever that our said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

19. This Power of Attorney is revocable one.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT demarcated piece and parcel of Bastu Land admeasuring 42 Kattha 11 Chittaks 18 Sq.ft. or 706 Acre be the same or a little more or less comprised in C.S. & R.S. Plot No.462 under R.S. Khatian No.289, corresponding to L.R. Dag No.786 under L.R. Khatian Nos 3231, 3232, 3233, 3234, 3235, 3236, Sheet No.11, within ambit of Mouza & P.S. – Chandannagar, J.L.No.1, District – Hooghly. The property comprised in Holding No. 545/A, Chandernagore Station Road under Ward No.10 of Chandernagore Municipal Corporation.

BUTTED AND BOUNDED BY:-

North :- Municipal Road & Prop. of L.R. Dag No.789.
South :- Chandernagore Station Road, Prop. of L.R. Dag Nos789 & 787.
East :- Property of L.R. Dag Nos. 796, 789, 788 & 787.
West :- Property of L.R. Dag Nos.778, 779, 780 & 785.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(ALLOTMENT OF THE LAND OWNER/FIRST PART).

The Owners will get 60(Sixty Percent) share out of total constructed area .

THE THIRD SCHEDULE ABOVE REFERRED TO:
ALLOTMENT OF THE DEVELOPER/ SECOND PART.

Apart from the Owners allocation, the remaining allocation of 40 (Forty Percent) will get by the Developer.

IN WITNESS WHEREOF the parties hereto set and subscribed their Respective hands and seals on the day months and year first above Written.

Signed, Sealed & Delivered

In presence of witnesses.

1. Shesadri Bhattaraiy.
Chandannagar.

2. Asoj Patnay
Rajmouli

ITHEMBA DEVELOPMENTS LTD.

Saunip Gangraf.

Director

1.

ROYREYAN SERVICES PVT. LTD.

Kunal M

Director.

2.

**TRANSWIN CARRYING & FORWARDING AGEN.
PRIVATE LIMITED**

Kunal M

Director

3.

UTILIS SERVICES PVT. LTD.

Saunip Gangraf.

Director

4.

5.

Roy Cement Supplier Private Limited

Kunal M

Director

6.

GENOME CORPORATION

Rachini Singhania
Partner

SIGNATURE OF THE LAND OWNERS

ITHEMBA DEVELOPMENTS LTD.

Saunip Gajraj.

Director

SIGNATURE OF THE DEVELOPER

Drafted by

Saunip Gajraj.

Advocate *WB 676/05.*
Chandernagore Court

Comp. Print by/Typed by

Saunip Gajraj.
Chandernagore Court.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0604-2024, Page from 11974 to 12022

being No 060400550 for the year 2024.



At

Digitally signed by SWAGATA TARAFDAR
Date: 2024.02.22 14:48:32 +05:30
Reason: Digital Signing of Deed.

(Swagata Tarafdar) 22/02/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. CHANDANNAGAR
West Bengal.