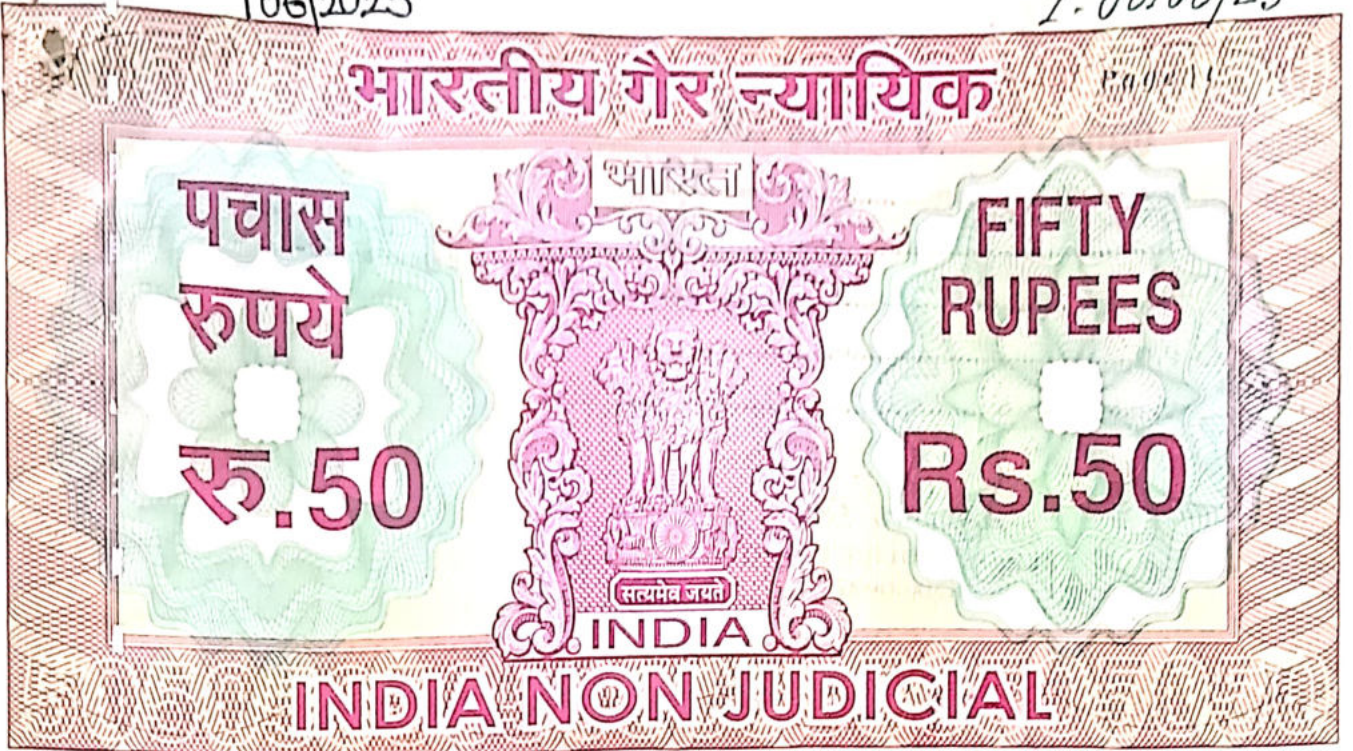


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

ADDITIONAL REGISTRAR OF ASSURANCES-II, KOLKATA

Additional Registrar of Assurances II Kolkata

6 JAN 2025

Development Agreement & Development Power of Attorney

This Indenture is made on this 06th day of January, 2025

BY AND BETWEEN

000107 01 AUG 2024

Sl. No. Di. P. No. 50/-

..... S. Roy (Advocate)
..... High Court, Calcutta-700001

Address

P.O. P.S.

Vendor 

Jugendra Dey
ALIPORE POLICE COURT
Kolkata-27

9



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
- 6 JAN 2025

1. **SRI SUMIT KUMAR DUTTA** (PAN - ANPPD9910J, Aadhaar Card No. 5914 7868 0931), s/o late Prafulla Kumar Dutta, by faith Hindu, by occupation - service, residing at 257/1, Vidyasagar Road, PO - New Barrackpore, PS - Khardah, Kolkata - 700131, Dist: 24 PGS (N),
2. **SRI AMIT DATTA** (PAN - AICPD9749F, Aadhaar Card No. 7449 5523 7172), s/o late Prafulla Kumar Dutta, by faith Hindu, by occupation - business, residing at 257, Vidyasagar Road, PO - New Barrackpore, PS - Khardah, Kolkata - 700131, Dist: 24 PGS (N), hereinafter for sake of brevity jointly and severally being referred to and called as the "**LANDOWNERS/PRINCIPALS/GRANTORS**" (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, legal representatives and assigns) being the **PARTY of the FIRST PART**.

A N D

M/s. URBAN DEVELOPERS (PAN - ~~AATFU6403 B~~), a Partnership Firm, having it's registered office at Flat No. 4B, 4th floor, Purnima Apartment, Municipal Holding No. 56, Girls School Road, New Barrackpore, PO - New Barrackpore, PS - Khardah, Kolkata - 700131, Dist: 24 PGS (N), being represented by it's Partners namely (1) **SRI NILAY BHATTACHARYYA** (PAN - BDPDB7518F, Aadhaar Card No. 2601 0798 1803), s/o Sri Kunal Bhattacharyya, by faith Hindu, by occupation - business, residing at SA - 49, Sarat Abasan, Sector - II, Salt Lake City, PO - Sech Bhawan, PS - BDN (E), Kolkata - 700091, Dist: 24 PGS (N) and (2) **SMT. JAYATI BHATTACHARYYA** (PAN - CSAPB6658K, Aadhaar Card No. 7919 9210 8130), w/o Sri Mrityunjay Bhattacharyya, by faith Hindu, by occupation - business, residing at 9/7, Nabin Chandra Das Road, Baranagar, PO - Noapara, PS - Baranagar, Kolkata - 700090, Dist: 24 PGS (N), hereinafter for sake of brevity being referred to and called as the "**DEVELOPER/ ATTORNEY**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include it's administrators, executives, representatives, executors, successors-in-office and title, assigns) being the **PARTY of the SECOND PART**.

Nilay Bhattacharyya.

-: Devolution of Title :-

WHEREAS the Government of West Bengal (hereinafter referred to as "The Government" acquired, by making a Notification under section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No. 23878-L-Dev. dated 24th November 1953 under section 6 of the aforesaid Act which was published at page 3908-3909 of the Calcutta Gazette, dated 3rd December, 1953, C.S. Plot Nos, as set out therein, in Mouza - Masunda, J.L. No. 34, Aharampur, J.L. No. 35 and Kodalia J.L. No. 36 under P.S. Khardah (now New Barrackpore), Dist: 24 Parganas (now North 24 Parganas) measuring more or less 181.27 Acres for public purpose viz. for the settlement of immigrants who had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

AND WHEREAS possession of the said lands with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i)(a) of the said Act;

AND WHEREAS by an Agreement which was executed by and between the Society and the Government, on the 23rd November, 1953 (hereinafter referred to as "The said Agreement") the Society agreed to pay to the Government all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the Scheme, within a period of three years from the date on which possession of the said lands would be given to the Society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

AND WHEREAS the Government, thereafter, empowered the New Barrackpore Co-operative Homes Ltd. (then then known as New Barrackpore Co-operative Colony Society Ltd.) under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act, 1948 to execute at its own cost, a development scheme of the aforesaid lands

and to dispose of the said lands comprised herein as per the terms and conditions embodied in the said Agreement.

AND WHEREAS the New Barrackpore Co-operative Homes Ltd. (then then known as New Barrackpore Co-operative Colony Society Ltd.) completed the said development work in accordance with the lay out plan and the terms and conditions of the said Agreement, inter alia, by way of executing the development scheme in the said 181.27 Acres of land and allotting the plots of land as shown in the Development Plan of the said scheme amongst the members of the society who were all refugees from the then Eastern Pakistan (now Bangladesh), after setting apart 28.40 Acres of land out of the land common to Scheme Nos. I and III of the said development plan to be used for common purpose of Scheme Nos. I and III.

AND WHEREAS the Government approved the total cost of the Scheme as well as the price of individual plots at which the New Barrackpore Co-operative Homes Ltd. (then then known as New Barrackpore Co-operative Colony Society Ltd.) proposed and agreed to allot the plots to respective Allottee/s under their Memo No. 878-L. Dev. dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the Society in terms of the Agreement paid certain sums to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceedings in connection with such acquisition as per demands made by the Government from time to time.

AND WHEREAS the Society, thereafter requested the State of West Bengal to execute a proper Deed of Conveyance in favour of the Society for the purpose of vesting the said lands in the Society in accordance with the said Agreement.

AND WHEREAS In pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned to the Society by an Indenture dated 1st February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No. 970 of 1996 of the said registration

office, all the places and parcels of land measuring a total area of 181.27 Acres in Mouza Masunda, J.L. No. 34, and Mouza Aharampur, J.L. No. 35 and Mouza Kodalia, J.L. No. 36 all under P.S. Khardah (now New Barrackpore), Dist. North 24 Parganas, contained in C.S. Plot numbers as described in schedule therein and to hold unto the Society absolutely free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reform Branch Notification No. 2705-L.Dev./5D-4/92 dated on 9th April 1997 as published in the Calcutta Gazette Extraordinary Part-1 dated the 10th April 1997 forming part of the said Deed.

AND WHEREAS the Landowner No. 1 & 2 herein were admitted into the membership of New Barrackpore Co-operative Homes Ltd. (formerly known as New Barrackpore Co-operative Colony Society Ltd.).

AND WHEREAS the Landowner No. 2 herein, by virtue of being the Allottee and Member of New Barrackpore Co-operative Homes Ltd., purchased all that piece and parcel of land admeasuring about 1 Cottach 5 Chittack 12 sq. ft. in Mouza - Aharampur, J.L. No. 35, LR Dag No. 1862 having Municipal Holding No. 257, by virtue of a registered Deed of Conveyance having Being No. 5930/22 of DSR - I Barasat, duly recorded in Book No. I, Vol. No. 1501 - 2022, Pg. No. 253585 - 253609, from New Barrackpore Co-operative Homes Ltd.

AND WHEREAS the Landowner No. 1 & 2 herein, by virtue of being the Allottee and Members of New Barrackpore Co-operative Homes Ltd., purchased all that piece and parcel of land admeasuring about 10 Chittack in Mouza - Aharampur, J.L. No. 35, LR Dag No. 1862 having Municipal Holding No. 257/A, by virtue of a registered Deed of Conveyance having Being No. 5928/22 of DSR - I Barasat, duly recorded in Book No. I, Vol. No. 1501 - 2022, Pg. No. 253906 - 253932, from New Barrackpore Co-operative Homes Ltd.

AND WHEREAS the Landowner No. 1 & 2 herein, by virtue of being the Allottee and Members of New Barrackpore Co-operative Homes Ltd., purchased all that piece and parcel of land admeasuring about 5 Cottach in Mouza - Aharampur, J.L. No. 35, LR Dag

No. 1861 & 1862; of which 3 Cottach 10 Chittack 4 sq. ft. in LR Dag No. 1861 and 1 Cottach 5 Chittack 41 sq. ft. in LR Dag No. 1862; having Municipal Holding No. 317, by virtue of a registered Deed of Conveyance having Being No. 9697/21 of DSR - I Barasat, duly recorded in Book No. I, Vol. No. 1501 - 2021, Pg. No. 357194 - 357229, from New Barrackpore Co-operative Homes Ltd.

AND WHEREAS the said Landowner No. 1 herein obtained all that piece and parcel of land admeasuring about 1 Cottach 10 Chittack 33 sq. ft. in Mouza - Aharampur, JL No. 35, LR Dag No. 1862, having Municipal Holding No. 257/1 (formerly 257), by virtue of a registered Deed of Gift having Being No. 5724/98 of DR Barasat, duly recorded in Book No. I, Vol. No. 114, Pg. No. 105 - 110, from his mother namely Sushama Dutta.

AND WHEREAS the said Sumit Kumar Dutta became owner of 3 Decimals and 4.40995 Decimals in LR Dag No. 1861 & 1862 respectively and Amit Datta became owner of 3 Decimals and 3.84515 Decimals in LR Dag No. 1861 & 1862 respectively, total being about 8 Cottach 10 Chittack equivalent to 14.2551 Decimals in Mouza - Aharampur, JL No. 35, LR Dag No. 1861 & 1862 by virtue of the aforementioned deeds and having obtained the land property under consideration and being lawfully and sufficiently entitled, seized and possessed the same and duly recorded their names in the records of the concerned BL & LRO and were assigned LR Khatian No. 2382 & 2383 respectively.

AND WHEREAS the Landowners herein also recorded their names in the Assessment Records of New Barrackpore Municipality and had been paying taxes thereon. The Landowners herein duly amalgamated their respective lands into a single holding and the amalgamated plot was assigned Municipal Holding No. 257.

AND WHEREAS the Landowners herein being desirous to develop their land property by constructing multi-storied building, consisting of several self contained residential flats, apartments, units etc. for commercial gains, have approached the Developer for the same. The Developer herein on being approached and upon negotiations, has agreed to develop the land morefully described in Schedule A hereinafter. The PARTY of the FIRST PART being the Landowners, do hereby appoint the PARTY of the SECOND PART as the Developer of the proposed building to be built and constructed on the land property morefully described in the Schedule A hereinafter and on the terms and conditions mutually agreed hereinafter.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- That the Landowners herein do hereby nominate and constitute the Developer herein to develop the said property at its own cost by constructing the proposed Housing Project consisting of several multi-storied buildings thereon consisting of several self-contained complete residential flats, apartments, units etc. as per the Sanctioned Building Plan approved by the concerned competent authorities.
- That in consideration of the Landowners herein having appointed the PARTY of the SECOND PART as the Developer of the said property and in agreeing to allow the Developer to develop the said property, the Landowners shall be entitled to receive the area provided to the Landowners in proposed multistoried building to be built upon the land in lieu of their Landowner's Allocation. The Landowner's Allocation shall be 40% of the total sanctioned floor area till 3rd floor of the proposed building and if there is addition of further floors, subjected to availability of sanction and permission for the same, the Landowners shall be entitled to receive 40% of the added floors save and except the top floor, whereby the Landowners shall only be entitled to 35% of the floor area. The Developer shall be entitled to receive entire area of the multistoried building; save and except Landowner's Allocation; in lieu of its Developer's Allocation to which the Developer shall have the exclusive right to sell, gift, mortgage, rent or transact in any manner as deemed fit and proper by the Developer. All calculations regarding the Landowner's Allocation shall be applicable on the total land morefully described in Schedule A hereinafter.
- The proposed Housing Project; that is to be constructed on the land morefully described in Schedule A hereinafter; shall be named as "Urban Exotica" as per the choice and decision of the Developer. The name and style of the Housing Project shall not be changed in any under circumstance except the Developer herein decides to do so.
- That the Developer herein shall pay sum of Rs. 3,00,000/- (Rupees three lakhs only) as interest free refundable security deposit to the Landowners herein. The Developer has already paid sum of Rs. 3,00,000/- (Rupees three lakhs only) on this date of signing of this presents.

- That the Landowners shall hand over the original title deeds, concerned documents, certified copies, Sanctioned Building Plans and other documents in connection with the land morefully described in Schedule A hereinafter and the same shall be in the custody and possession of the Developer and the same shall be handed over to the Flat/Apartment Owner's Association on or after its formation.

- The Landowners herein do hereby execute this Power of Attorney in favour of the Developer for the purpose of development and execution of all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the developmental work, for and to appear and represent the Landowners before all the concerned, competent authorities or any other Govt., Semi-Govt. or Quasi Govt. authorities in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer and to sell flats, apartments, units in lieu of it's Developer's Allocation. The said Power of Attorney shall be revocable in nature but the same shall not be revoked by the Landowners as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked, the Landowners shall honour and comply with all Agreement for Sale and other deeds or documents entered into, executed and/or registered by the Developer herein under the power and authorities imposed upon the Developer by the Landowners through the said Power of Attorney. The Landowners shall be entirely liable and responsible for specific performance of the terms and conditions of the presents entered into by the Developer; under the powers and authorities bestowed upon the Developer by the said Power of Attorney; if the same is revoked before completion of the said Housing Project. If at any point of time, the said Power of Attorney is revoked or this presents is terminated, all expenses, investments and other pecuniary losses caused and done to the Developer, shall have to be adequately compensated through pecuniary means.

- That the Landowners do hereby execute this Power of Attorney in favour of the Developer authorizing it to sign and represent the Landowners herein, in Agreement for Sale, Deed of Conveyance, NOC, execute loan and mortgage documents, register Mortgage Deeds concerning flats/apartments under Developer's Allocation morefully described in schedule hereinafter. By virtue of this Power of Attorney, the Developer shall independently be able to transact the flats/apartments under Developer's Allocation only but shall not be able to deal with or mortgage flats/apartments under Landowner's

Allocation in any form or manner, or until and unless have been specifically been authorized to do so by the Landowners. The Landowners shall always include the Developer herein as a Confirming Party in all Agreements for Sale, Deeds of Conveyance to be executed and/or to be registered by the Landowners affecting any flat/apartment under Landowner's Allocation, which is morefully described in schedule hereinafter.

- The Landowners shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, documents, authorizations and other writings as may be necessary or required to enable the Developer for development of the said plot and to obtain necessary approvals from the concerned authorities.
- The Landowners shall indemnify and keep indemnified and harmless the Developer from all losses, damages or any consequences which may flow by virtue of any lacunas, false or misrepresentation on the part of the Landowners herein.
- The Developer shall be at liberty to allot the dwelling units of flats/units/apartments/ car parking space/shops/commercial space etc. in the proposed Housing Project to be constructed on the said property; morefully described in Schedule A hereinafter; out of the Developer's Allocation or to enter into any package or Agreement for Allotment of flats/apartments with such party/s and at such price and on such terms and conditions as the Developer may deem fit and proper. All such allotments and arrangements shall be free from any interference or involvement of the Landowners herein.
- The Developer shall be entitled to enter into usual Agreement for Sale of flats/apartments/units with various intending Purchaser/s, on such terms and conditions and at such price as the Developer may think fit and proper. Provided, however, the Developer shall not part with flats/apartments/units under Landowner's Allocation.
- The Developer shall be entitled to collect GST from the intending Purchaser/s in lieu of it's Developer's Allocation and Landowner's Allocation and deposit the same with the concerned authorities.
- That if there are any demands, disputes, hindrances or obstructions for any lacunas on the part of the Landowners, the same shall have to be cleared and settled by the

Landowners at their own cost and expenses including legal aspects and litigations under the judicial purview in respect of the right title and/or interest of the property under consideration.

- That the Landowners shall ensure at all times during the period of development that the title of the Landowners in the said property remains free from all encumbrances, changes, liens, attachments, and the same shall be clear and marketable. The Landowners shall not enter into Agreement for Sale or Deed of Conveyance for the land or mortgage or deal with the property under consideration or title whereby the development is affected, however the Landowners shall be at the entire liberty to deal with any portion of the property under Landowner's Allocation under this presents in the property under consideration. The Landowners shall not sell any portion of the Landowner's Allocation at such price which might hamper the sell of the Developer's Allocation.
- That the parties herein have decided to develop land property for the purpose of commercial gains by constructing a multistoried building consisting of a number of self-contained flats and accordingly entered into this presents on the terms and conditions set forth herein.
- The Developer herein shall have the full liberty and absolute authority to independently enter into any Agreement for Sale with any intending Purchaser/s concerning the flats, units, apartments and all other constructed areas in lieu of Developer's Allocation. The Developer herein shall exercise the liberty and authority to enter into any Agreement for Sale or any other agreement, independently, regardless of any necessary permission/involvement of the Landowners herein. The Developer herein shall have the exclusive right to enter into, execute and register any Agreement for Sale, Deed of Conveyance, Deed of Mortgage concerning flats, units, apartments, specified facilities, specified services and all other constructed areas in lieu of Developer's Allocation or any other agreement as maybe deemed necessary for the purpose of smooth functioning, running and completion of the said Housing Project. The Landowners herein do hereby execute this Power of Attorney in favour of the Developer herein, whereby the Developer herein is authorized for the purpose of signing and/or executing all applications, submission, appearance, representation, proceedings, plans, obtaining of necessary approvals from various authorities in connection with the development of the property, for and on behalf of the Landowners herein before all competent and/or concerned authorities, or any other

Government or Semi-Government Authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developer on behalf of the Landowners herein. The Landowners herein hereby agree that this Power of Attorney shall also specifically vest upon the Developer to assign and ascertain the price of each property to be transacted within the Housing Project in lieu of Developer's Allocation and to enter into Agreement for Sale, issue Provisional Allotment and receive earnest money/advance/booking money/the entire consideration sum or a part/s thereof and issue lawful, valid receipt thereof and to represent the Landowners in all types of agreements including Agreement for Sale, Lease, rent, Deed of Conveyance and to appear for and on behalf of the Landowners before any registration authority for the true and lawful purpose of transfer of property. The decision made and undertaken by the Developer in this regard shall be regarded as full and final, until and unless specifically revoked by it and the same shall be a binding upon the Landowners herein.

- The Developer herein shall be at the liberty of negotiating with any intending Purchaser/s, by fixing rate as determined at it's own discretion for all flats, units, apartments, specified facilities, specified services and all other constructed areas in lieu of it's Developer's Allocation, laying and situated within the said Housing Project, and Landowners shall not interrupt or intervene in connection with said subject matter whatsoever.
- The Landowners herein authorize the Developer to construct the said proposed Housing Project on the aforesaid property by constructing several buildings as per the Sanctioned Building Plan/s to be obtained from the concerned authorities and all expenses incurred in respect of further sanctioning/revising building plan/s (if necessary) shall be borne by the Developer absolutely. The Developer shall have every liberty and authority to negotiate with all concerned authorities and to enter into agreements for construction, material supply, labour supply etc. concerning the development of the Housing Project without any intervention or involvement of the Landowners herein.
- The Landowners herein shall in usual course render all co-operations to the Developer and it's authorized Agent/s for the fulfillment of the said constructional work of the said proposed Housing Project and shall not create any bar or impediment or hindrances for the same and if any disputes and differences shall arise with the adjacent neighbors

and/or any third party/s at the time of constructional work of the said proposed building then in that case all disputing matters will be solved by the Landowners at their own cost and expenses including legal aspects and litigations under the judicial purview in respect of the right title and/or interest of the property under consideration.

- The Developer shall construct the said proposed Housing Project in a most workman like manner by using standard materials at it's own costs and expenses and all masons, coolies, engineers and/or workmen shall be appointed by the Developer including their payments thereof for the aforesaid constructional work and the Landowners shall have no liabilities and/or responsibilities regarding the said matter whatsoever.
- The Landowners will be bound to accompany the Developer to all places & offices and put their signatures as and when required for the implementation of the said Housing Project. The Landowners would not object to the aforesaid clause and any delay so caused due to the unavailability or non co-operation from the part of the Landowners would be regarded as violation of the clause of this agreement and the delay period would be added to the time period for the completion of the proposed Housing Project.
- The Landowners shall sign all necessary papers, petitions, deeds and/or declarations as may be required to implement the said project and at the time of execution of this presents and further if so required, the Landowners shall join in executing Deed of Conveyance; if required; for sell of flats/units/apartments/car parking space/shops/commercial space etc. under Developer's Allocation, similarly the Developer shall be bound in executing Deed of Conveyance; if required; for sell of flats/units/apartments/car parking space/shops/commercial space etc. under Landowner's Allocation.
- The Developer is at the absolute liberty and authority to receive the advances and balance consideration money from the Purchaser/s after completion of due formalities in this respect. The Landowners shall not raise any objection or be liable and/or responsible in any manner whatsoever. However, the Developer will have the independent power to execute and register Deed of Conveyance in favour of the intending Purchaser/s, by virtue of the registered Power of Attorney executed in it's favour by the Landowners herein. The Landowners shall make themselves available at the request of the Developer; if so required; for execution and registration of the Agreement for Sale, Deed of Conveyance in favour of the intending Purchaser/s at the convenience of the Developer.

- The entire roof right of the ultimate roof stands as the right of the Developer and the Landowners. The proposed Purchaser/s shall not be entitled to roof rights, however the Purchaser/s shall be entitled to have right to access, enjoy and use the ultimate roof along with facilities and amenities to be provided thereon.
- The Developer shall have the right to take any further partner/s in the said Housing Project, representing herein in connection with this particular project. The Developer may at it's sole discretion assign the construction work to any contractor, sub-contractor or any third party as deemed fit and proper by it for the purpose. The Developer shall have the entire liberty to employ and engage any person, firm, association, syndicate, material supplier, labour contractor, any sub contractor to it's absolute discretion and the Landowners shall not interfere in these regards in any form or manner or put forward any preferential choice as a binding upon the Developer. The Landowners shall be free to put forward their suggestion/s and the Developer may at it's discretion accept the same, however such suggestion shall not be construed as a compulsion upon the Developer. The Developer shall have every right to take any project loan from any financial institution at it's own risk for implementation of the said Housing Project if so required, and the Developer shall not create any liability and/or any obligation upon the Landowners herein. The Developer can offer flats, units, apartments, commercial space, garage, shops, amenities, facilities, installations, privileges and all other constructed areas in lieu of it's Developer's Allocation for the purpose of providing security/collateral for taking any loan and the Landowners shall have no liabilities and/or responsibilities in connection with the said loan matter whatsoever. The Developer shall not use any portion of the Landowner's Allocation as security/collateral for taking any loan and the same shall always be free from encumbrances. The Developer shall not be required to take NOC from the Landowners for mortgaging, or creating charge on the entire or any part of the Developer's Allocation to any financial institution.
- This presents shall be in force from the date of execution and shall continue to be in force till completion of the proposed Housing Project.

- The Developer will possess every right to appoint any marketing concern/agent/broker to sell the property laying and situated in the proposed Housing Project and the Landowners shall not object or obstruct in any form or manner whatsoever.
- The construction and developmental work shall be carried out by the Developer or it's duly authorized agent/s, representative/s, contractor/s or any other third party/s at the discretion of the Developer, and the developmental/construction work shall be in accordance to the specifications described in schedule hereinafter. The Developer shall strive to the best of it's ability to provide materials as per the specifications, until and unless prevented by reasons and factors beyond the control and capacity of the Developer, in such an event the Developer shall come up with alternative options that are feasible and available and are of same grade and standard. The Landowners or the proposed Purchaser/s; to whom the Landowners have sold the flats, units, apartments in lieu of their Landowner's Allocation; shall not raise any objection in any form or manner and shall not make this an issue to cause hindrance to the smooth running of the proposed Housing Project.
- On or after successful completion of the proposed Housing Project, the Developer shall handover peaceful vacant possession of the flats, units, apartments onto and in favour of the Landowners or their Nominee/s or at the direction of the Landowners to the proposed Purchaser/s to whom the Landowners might have sold the flats/apartments/units till then in lieu of their Landowner's Allocation. The Landowners; if required; shall execute separate Deed of Partition to demarcate and differentiate the areas jointly allotted to the Landowners in lieu of their Landowner's Allocation.
- The Developer herein shall strive to carry out the developmental work in accordance to the Sanctioned Building Plan, until and unless prevented by reasons beyond the control and capacity of the Developer, and in such circumstances the Developer shall find out possible alternatives and seek necessary approvals of the concerned and competent authorities for the same. In such scenario, the Landowners shall not raise any objection in any form or manner whatsoever. All such alternatives (if any) opted by the Developer shall always be in the best interest of the proposed Housing Project. All construction work and layouts shall be carried out in its prescribed standard format and specifications as set out in the schedule hereinafter and in accordance to the Sanctioned Building Plan and no

deviation in any form or manner shall be entertained by the Developer save and except a generalized deviation.

- The proposed Purchaser/s (including the Purchaser/s who purchased from the Landowners in lieu of their Landowner's Allocation) of the flats, units, apartments shall have to make payments towards the charges for maintenance, installations, amenities, decorations, facilities etc. which are to be paid separately by all the Purchaser/s to the Developer herein. The said payments and charges shall be exclusive of the consideration sum for sell of flats, units, apartments.
- All disputes and differences arising out of this agreement regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be settled amicably by the between the parties herein.
- The Developer shall complete the Housing Project within 60 (sixty) months from the date of commencement. That time being the essence of this contract/agreement and that such time shall be extended if the delay in completion of the proposed Housing Project is due to Force Majeure. The period for construction or delivery of possession of the flat/unit/shops/garage/commercial space etc. by the Developer shall always be subject to the fact that the Developer is not being prevented by Force Majeure or by reasons and circumstances beyond the control and capacity of the Developer or due to statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO. The Developer shall strive to it's best to deliver possession as schedule but the same may get postponed due to Force Majeure and other unavoidable circumstances beyond the control and capacity of the Developer, such delay in delivery of possession shall be condoned without any pecuniary burden or compensation upon the Developer herein. Force Majeure shall include storm, tempest, fire, flood, earth quake and other Acts of God or Acts of Government, Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining development or construction at the said Premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer herein.

THE TERMS PRESENT SHALL MEAN AND INCLUDE UNLESS CONTRARY OR REPUGNANT TO THE CONTEXT:-

APPROVALS means any or all approvals, authorizations, licenses, permissions, consents, NOC to be obtained in the name of the Developer (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Scheduled Property including without limitation environmental clearances, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central required for purposes of commencing construction and development activity.

HOUSING PROJECT shall mean and include all structures built on land morefully described in Schedule A hereinafter and may mean and include lands that might be provided by the Landowners within the vicinity and adjacent to the proposed site. The said Housing Project shall be named as "Urban Exotica". The name and style of the Housing Project shall not be changed until and unless specifically done so by the Developer herein. It shall be a binding upon all the proposed Purchaser/s of the said Housing Project.

BUILDINGS means the buildings, structures and constructions to be constructed by the Developer on scheduled property in terms of the Sanctioned Building Plans for residential, retail, commercial space, entertainment and recreation purposes along with all internal and external services, amenities, facilities, fittings and fixtures.

CONSIDERATION means the Amount of Consideration/Sale Value per property transacted within the proposed Housing Project.

ENCUMBRANCES means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, lispendences, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Scheduled Property.

PLAN means the drawings and plan for the Buildings/flats/towers/Housing Project prepared by the Developer in accordance with applicable rules, by laws and regulations.

P.O.A. means the Power of Attorney in favour of the Developer herein substantially authorizing the Developer for the development work and transaction of all properties within the said Housing Project.

SANCTIONED PLAN means the all Plans, drawings, sketches as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such approval of the concerned statutory authorities.

SCHEDULED PROPERTY means all that piece and parcel of land morefully described in Schedule A hereinafter, upon which the said development work will be undertaken for the proposed Housing Project.

BASE PRICE shall mean the basic price that shall be payable by the Developer to the Landowners for selling flats/apartments/units etc. out of Landowner's Allocation (save and excepting the five flats and two garages/covered car parking space mentioned in the Schedule B hereinafter).

ADVOCATE shall mean and include any legal practitioner or law firm as maybe deemed fit and proper by the Developer herein.

ARCHITECT shall mean and include any person or firm appointed/nominated by the Developer herein, having the requisite qualification for appointment of architectural works.

BUILDING PLAN shall mean and include sketches and drawings prepared by the architect and duly sanctioned by the concerned authority.

LANDOWNERS shall mean & include (1) SRI SUMIT KUMAR DUTTA, s/o late Prafulla Kumar Dutta, and (2) SRI AMIT DATTA, s/o late Prafulla Kumar Dutta.

DEVELOPER shall mean & include M/s. URBAN DEVELOPERS, a Partnership Firm, having it's registered office at Flat No. 4B, 4th floor, Purnima Apartment, Municipal Holding No. 56, Girls School Road, New Barrackpore, PO - New Barrackpore, PS - Khardah, Kolkata - 700131, Dist: 24 PGS (N).

LANDOWNER'S ALLOCATION shall mean and include the area provided to the Landowners in proposed multistoried building to be built upon the land in lieu of their Landowner's Allocation, together with undivided, proportionate, variable, impartible share in the land beneath the building.

DEVELOPER'S ALLOCATION shall mean and include entire area in the said multistoried building, save and except Landowner's Allocation.

FORCE MAJEURE EVENTS shall mean and include the following:-

- a) Act of war, riot, act of terrorism, rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, civil disorders;
- b) Any act, regulation or restraint constituting a change in law. Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made. The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- c) Any local issues which may hamper the implementation of the Project;
- d) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements; Epidemic, famine or plague, fire, explosion or accidents, strike, lockout or other labour difficulties; or Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project.
- e) Amendments, statutory provisions or Government rules, embargoes, protocols, procedures, ordinances, legislations, notifications or orders by the Government or Local Authorities, BL & LRO or Acts of Government, Government rules or orders by the Government or Local Authorities, BL & LRO, Statutory Body etc., order of injunction or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body, scarcity of materials or equipment's in the market and any other reason beyond the control and capacity of the Developer herein.

SHARE IN COMMON PORTIONS/AREA shall mean, include and confined to undivided, impartible, proportionate and variable share and interest in the common areas of the Building/Block/Tower where the flat/unit/apartment is situated and the said share shall be in conjoint with other Co-owners of the building.

SHARE IN THE LAND shall strictly mean, include and confined to variable, proportionate, undivided, un-demarcated, indivisible share in the land beneath the Building/Block/Tower in which the flat/unit/apartment is situated and shall not mean to include any other area of the said Housing Project.

APPURTENANCES shall mean and include the appurtenances associated and incidental to the Building/Block/Tower where the flat/unit/apartment is situated.

ASSOCIATION/CO-OPERATIVE the Landowners and the Developer may form an Association formed out of the members/Flat Owners of the Housing Project or a Co-operative including all members/Flat Owners of the Housing Project and upon completion of the proposed Housing Project, all relevant documents shall be handed over to the said Association.

INSTALLATIONS shall mean and include the parts and portions of the facilities earmarked for common use and enjoyment for all Flat/Apartment Owners expressed or intended by the Landowners and/or Developer for common use and enjoyment of the Purchaser/s in common with the Landowners and/or Developer and all other Co-owners of the Housing Project.

COMMON PURPOSES shall mean and include the purposes of managing, maintaining and up-keeping the said premises and the said Housing Project and in particular to the common areas and installations, rendition of common services in common to the Co-owners, collection and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flat/unit/apartment.

CO-OWNERS shall mean and include all the Purchaser/s who from time to time have purchased and/or agreed to purchase any flats, units, apartments and/or taken possession of such flats, units, apartments including the Landowners and/or Developer for those units not alienated or agreed to be alienated by the Landowners and/or Developer herein.

EXTENT OF RIGHTS The rights of the Purchaser/s shall be limited and confined to the ownership of (1) the Said Flat/Unit/Apartment, (2) the Land Share in the land beneath the Building/Block/Tower is situated, (3) the right to park in the Car Parking Space (if any), (4) in the common portions of the said Building/Block/Tower, (5) the entire roof right shall vest upon the Developer who shall be entitled to add floors/stories subjected to formal approval and sanction from concerned competent authorities and the Purchaser/s shall only be entitled to usage right to the roof/ultimate roof.

VARIABLE COMMON PORTIONS the Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate it's future plans regarding the Said Housing Project and the Landowners & proposed Purchaser/s shall not be able to raise any objection or hindrance under any circumstances thereto.

THE LANDOWNERS DO HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:-

- That the Landowners do hereby declare to their best of knowledge that the said landed property is free from all sorts of encumbrances, charges, liens, lispendences whatsoever or howsoever and the Landowners are the recorded owners of the said property and have good and clear marketable title in respect of the said property. The Landowners shall make out a clear and marketable title to the said property; which is agreed to be developed and ultimately to be conveyed; free from reasonable doubts and all encumbrances and shall at their own costs and expenses get it cleared of all defects (if any) in the title and encumbrances, easement, lease, liens, claims on or over the said property. That the land is free from all encumbrances, there is no liens and lispendences to any financing authority, neither there are any court attachments.
- That the Landowners shall handover the land property free from all encumbrances, attachments, liens, litigations, adverse possessions, lispendences etc. If the Landowners fails to provide the same, then in such cases all calculations regarding the Landowner's Allocation and area and extent of the proposed Housing Project shall be confined only to the land area that have been provided by the Landowners free from all encumbrances, attachments, liens, litigations, adverse possessions, lispendences etc.
- That the Landowners hereby declare that no notice from Government or any other body or authority or under any Act or Land Acquisition Act or Town Planning Act, The Defense of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other Person/s interested therein or is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal/Panchayet, Government body or Public Body or authority.

- *That the Landowners shall not do or cause to be done anything whereby the constructional work of the said proposed building by the Developer is or shall be hampered or impeded. It is agreed and understood that the Landowners shall not; in any way; obstruct the development work to be carried out by the Developer and shall not do any act, matter or thing whereby the Developer will be prevented from carrying out the developmental work envisaged under this agreement.*
- *That the Landowners hereby agree and confirm that the Developer shall be entitled to transfer the benefit and burden of this agreement subject to the terms and conditions mentioned herein either as a whole or in part to one or more parties and the Landowners shall have no objection to the same and the terms and conditions of this agreement shall remain binding over such transferees.*
- *That the Landowners will ensure that at the time when the Developer is allowed to enter upon the land property morefully described in the Schedule A hereinafter, the said land property is absolutely vacant and nobody is in occupation of the same.*
- *That the Landowners herein affirm, state and declare that; on or after obtaining right, title and possession of the landed property under consideration; they have not entered into any Agreement for Sale, Deed of Conveyance, Deed of Mortgage, Deed of Lease, Development Agreement, Development Power of Attorney involving any land or a part thereof morefully described in Schedule A and further affirm, state and declare that the land property under consideration has not been offered as collateral security to secure a loan from any financial institutions and there are no attachments, liens, lispendences against the property under consideration. The Landowners further undertakes, declares and affirms that there shall not be any Development Agreement/Development Power of Attorney involving the property till this presents being in force.*
- *That the Landowners have absolute right and possession of the said property and they have good marketable title over the aforesaid property morefully described in Schedule A hereinafter.*
- *That the Developer shall be entitled to appoint Architect/s, Engineer/s, Surveyor/s, Contractor/s, Agent/s and other personnel/s and shall be entitled to take all such steps as*

may be necessary or incidental for such development and construction work at its own costs and expenses,

- That the Landowners (and all other necessary parties, if any) shall execute the Agreement for Sale, Deed of Conveyance and/or all other writings (if so required) at the direction of the Developer, in favour of such person/s as maybe lawfully or practically required by the Developer.
- That the Landowners further declare that neither the Landowners nor their predecessors-in-title nor any body claiming from/or under them or any of them have or had granted any right of way or easement or other rights to any person over the said property morefully described in Schedule A hereinafter.
- That the Landowners hereby agrees to pay and discharge all taxes and outgoings in respect of the said land property prior to handing over of peaceful possession to the Developer herein. All outgoings including the ground rent, Municipal Tax and charges in respect of the said property hereby agreed to be developed, prior to the date of handing over of possession to the Developer shall be deemed to be a liability of the Landowners.
- That on the execution of these presents, the Landowners have authorized and allowed the Developer to put up the notice/signboards, advertisements, etc. indicating the proposed development scheme of the Developer in the said property.
- That the Landowners declare that there is no minor's interest in the property and hence the question of obtaining the sanction from the competent Court relating to minor's interest in the property does not arise.
- That If the development could not be completed due to any willful default on the part of the Landowners, the Developer shall be entitled to specific performance of this agreement and shall entitled to be compensated for both pecuniary and non-pecuniary losses incurred by it and vice versa.
- That the Landowners shall clear all due taxes/bills to the Competent Local Authority as well as to the Central or State Government including due electric bill and shall have to

handover all paid current bills/tax receipt etc. to the Developer immediately upon execution of this presents.

- That the Landowners will accompany the Developer or it's authorized representative/s or agent/s to all places and offices and put their signatures as and when may be required for the implementation of the Housing Project. The Landowners would not object to the aforesaid clause and any delay; so caused due to the unavailability or non co-operation from the part of the Landowners; would be regarded as violation of the clause of this agreement and the delay period would be added to the time period for the completion of the said Housing Project.
- That the Landowners herein further declares, states and affirms that there have been no transaction in any form or manner whatsoever involving the property morefully described in Schedule A hereinafter and undertakes that there shall be no other transaction apart from the Development Agreement and Power of Attorney in favour of the Developer herein. However, the Landowners will be free to enter into Agreement for Sale with any intending Purchaser/s concerning the flats, units, apartments in lieu of their Landowner's Allocation.
- That subsequently if any defect in title or marketability of the property is made out subjected to encumbrances, attachments, charges, liens or any other claims or demands, the Developer shall be at the liberty to rescind this agreement and the Landowners herein shall in that event be bound to compensate the Developer for both pecuniary and non-pecuniary losses inclusive of projected losses.
- That the Agreement for Sale, Deed of Conveyance, Deed of Termination or any other ancillary documents executed by the Landowners involving any property or a part thereof built on the land morefully described in the schedules hereinafter shall be in the prescribed format provided by the Developer and the same shall be on the terms and conditions contained therein, and the Landowners shall keep the Developer up to date about any execution or registration of any documents executed by the Landowners in favour of any intending Purchaser/s and the Landowners shall handover a copy of all the documents executed in favour of any intending Purchaser/s immediately upon execution or registration of the said documents. The Landowners shall always make the Developer

herein the "Confirming Party" in all the Deed of Conveyance, Agreement for Sale and all other deeds and conveyances that might be executed and/or registered involving any property or a part thereof morefully described in the schedules hereinafter. Anything contrary to it, the Landowners shall be responsible and liable for entering into any terms and conditions without prior written approval of the Developer herein. The Developer herein shall not take any pecuniary charges for participation as Confirming Party from the Landowners herein.

- That the terms and conditions set forth in the said Agreement for Sale, Deed of Conveyance, Deed of Termination and all other concerned documents shall be in conformity with the documents, deeds etc. duly sanctioned and approved by the Developer herein and all such approvals shall have to be obtained prior to the execution. That the parties herein may enter into and execute supplementary deeds & documents for incorporation of changes and rectifications that might be required in connection with this presents. The decisions are to be taken amicably and the same shall be full & final and binding upon all the parties to this presents.
- That all the liabilities/obligations regarding properties involving Landowner's Allocation built on land morefully described in schedules hereinafter shall be solely upon the Landowners save and except fulfillment of the terms and conditions contained in this presents.
- That the Developer herein shall be entitled to sell flats/apartments/units etc. available to the Landowners in lieu of their Landowner's Allocation (save and excepting the five flats and two garages/covered car parking space mentioned in the Schedule B hereinafter) at such prices as maybe deemed fit and proper by the Developer, after reserving the base price for the Landowners herein and the amount received for the base price shall be handed over to the Landowners herein.

NOW THIS POWER OF ATTORNEY WITNESSETH AS FOLLOWS:-

Reason for Granting of Powers:- Since, the Grantors will not always be available and for reasons beyond their control and capacity, it will not always be possible for the Grantors to be present in person for executing and registering any deed or document concerning the property morefully described in Schedule A hereinafter. The Grantors are

desirous of granting the following powers and authorities to the Attorney, by this Development Power of Attorney.

<: APPOINTMENT :>

Hereby Made:- The Grantors hereby nominates, constitutes and appoints the Attorney as the lawful attorney of the Grantors, to do all acts, deeds and things mentioned below, for, in the name of and on behalf of the Grantors herein.

<: POWERS AND AUTHORITIES :>

- To hold, occupy, defend possession of the said property or any part/s thereof on behalf of the Grantors relating to proposed developmental work, to prepare building plan for development of the said land property under consideration and to submit the same before the concerned authorities for obtaining necessary approvals and sanctions and to further submit proposals from time to time for the amendments of such Building Plan/s (if necessary) to and before the concerned authorities for the purpose of obtaining approval to such amendments.
- To prepare, sign, execute, submit, present for registration, admit execution and have registered any deed and ancillary papers in respect of the said property morefully described in Schedule A hereinafter and all other proposed flats, units, apartments, commercial space, garage, shops together with appurtenances in lieu of it's Developer's Allocation in the proposed Housing Project onto and in favour of any one as deemed fit and proper by the Attorney.
- To appear before Additional Registrar of Assurance, District Sub-Registrar, Additional District Sub Registrar and all other offices having proper authority and jurisdiction to have registered and authenticated any Deed, all ancillary papers, documents, NOC as maybe required in respect of registration of Deed and/or documents of the said property morefully described in Schedule A hereinafter including all other proposed flats, units, apartments, commercial space, garage, shops etc. in lieu of it's Developer's Allocation to be built/constructed on the land morefully described in Schedule A hereinafter together with appurtenances thereto and to collect the IGR/Registration Receipt as well as the original document from the Registration Office.

- To appear before any concerned authorities having authority and jurisdiction or touching any matter concerning and involving the said property morefully described in Schedule A hereinafter.
- To enter into, execute and register any Agreement for Sale, Deed of Conveyance, Deed of Mortgage (for the Developer's Allocation only), Deed of Gift, Deed of Lease, Cancellation of Agreement concerning any portion of the proposed Housing Project in lieu of it's Developer's Allocation, to any intending Purchaser/s at such price, the said Attorney deemed fit and proper save and except the Landowner's Allocation as agreed upon in the said Development Agreement.
- To represent the Landowners herein during execution, admission and registration of any Agreement for Sale, Deed of Conveyance, Deed of Mortgage, Deed of Gift, Deed of Lease, Cancellation of Agreement concerning any area or portion of the proposed Housing Project in lieu of it's Developer's Allocation, to any intending Purchaser/s at such price, the said Attorney deemed fit and proper save and except the Landowner's Allocation as agreed upon in the said Development Agreement.
- To present and get registered any such Agreement for Sale, Deed of Conveyance, Deed of Mortgage, Deed of Gift, Lease Deed etc. and to admit execution and receipt of consideration before the Sub-Registrar or Registrar having proper, valid and lawful authority and jurisdiction involving any portion in lieu of it's Developer's Allocation.
- To sign on or behalf or to appear before the concerned Municipality/Corporation/BL & LRO/SDI. & LRO/ADM & LRO or any other concerned authorities necessary for the said property morefully described in Schedule A hereinafter, and to get it transferred and mutated and to regularize and pay the taxes and arrears thereon.
- To commence, enforce, defend, appear for all or any proceeding or legal actions as may be required in connection to the property morefully described in Schedule A hereinafter and all other proposed flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas to be built/constructed on the land together with appurtenances thereto.

- To apply for and obtaining Occupancy/Completion Certificate in respect of the said buildings or any part thereof from the concerned authorities having proper and valid jurisdiction and authority over the same.
- To enter upon the said property or any part/s thereof either alone or along with it's authorized agents, representatives, associates, contractors, sub-contractors, suppliers, labours and others for the purpose of commencing construction work on the said property and erecting new buildings thereon, to supervise the developmental work in respect of the buildings on the said property and to carry out and/or to get carried out through Contractors or Sub-Contractors and/or in such manner as may be determined by the said Attorney and to erect the construction of the buildings on the said property in accordance with the Sanctioned Building Plan and specifications as/to be sanctioned by the concerned authorities and in accordance with all the applicable rules and regulations made by the Government or West Bengal, or any other concerned authorities having jurisdiction and authority over the same.
- To carry on correspondence with all concerned authorities in connection with the development of the said property. To appear and represent the Grantors herein before all concerned authorities and parties as may be necessary in connection with the development of the said property morefully described in Schedule A hereinafter.
- To appoint Agents, Associates, Architects, Consultants, Contractors, Sub-Contractors, Labour Contractors, Material Suppliers, Syndicate and all other personnel and workman from time to time for carrying out the development of the said property for the construction of buildings and development of the land property under consideration.
- To pay and deposit to the concerned authorities having proper jurisdiction and authority over the property morefully described in Schedule A hereinafter as may be necessary for the purpose of carrying out the development work on the said property and construction of the buildings thereon and to claim refund of such deposits so paid and to give and have valid and effectual receipts in the name of the Grantors herein.
- To appear and represent before various officers and authorities for the purpose of obtaining various permissions, submission of applications for all services, connections

including water, electricity connection etc, as maybe required and necessary for carrying out and completing the development of the said property and construction of buildings thereon. To make necessary representations including filling of complaints and appeals, applications before all concerned Assessors and Collectors and other concerned authorities in regard to the fixation of relatable value in respect of the proposed buildings on the said property and/or any portion thereof.

- To demarcate and delineate the Landowner's Allocation in the proposed Housing Project to be developed by the Attorney/Developer herein for and on behalf of the Principal/Landowner herein and to represent them for execution, presentation and registration of the Supplementary Development Agreement for the purpose of determining the allocation of flats/shops/garages/commercial space/unit etc. in lieu of Landowner's Allocation.
- To receive all types of payment/s in it's name for and on behalf of the Landowners herein from the proposed Purchaser/s or it's nominee/financial institutions/Banks etc. for selling of flats/apartments/units etc. under Landowner's Allocation (save and excepting the five flats and two garages/covered car parking space mentioned in the Schedule B hereinafter) & issue proper valid lawful receipt thereof and to deposit/handover the agreed sums out of the payment/s received, to the Landowners herein.
- To issue letters & writings and/or undertakings as may be required from time to time before the concerned authorities for the purpose of carrying out the development work in respect of the said property. To apply and obtain necessary permissions, letters, NOC, writings and undertaking before/to any concerned authorities, Zilla Parishad/Panchayet/ Municipality/Corporation/BL & LRO/SDL & LRO/ADM & LRO/Fire Brigade Dept. concerning the property morefully described in Schedule A hereinafter and all other proposed flats, units, apartments, commercial space, garage, shops, specified facilities, specified services and all other constructed areas to be built/constructed on the land morefully described in Schedule A hereinafter together with appurtenances thereto.
- To appoint pleader, Advocates to appear and act in Court of Law or any other concerned authority, or Govt. or Semi-Govt. offices in connection to the land property under consideration.

- To sign, verify, execute complaints, W.S., counter-claims, reviews, applications, affidavits and all other paper of every description that may be necessary to be signed, verified, executed for any purpose, incidental to the aforesaid property and all other proposed flats, units, apartments, commercial space, garage, shops and all other constructed areas to be built/constructed on the land under consideration together with appurtenances thereto.
- To accept writ or summons or other legal processes or notices, appear before any Officer, Authority, Department, Magistrate, Court, Tribunal, Judicial or Quasi-Judicial Officer and represent us and in connection therewith, file appeals or revision or representation and appoint Advocates and Lawyers to appear and act in all matters connected with or in relation to or arising out of the said development and construction and sell of the said flats, units, apartments, shops, car parking spaces and other areas.
- To receive from any person, officer, authority, tribunal or Court any document or receivables and other things and give release and receipt therefore.
- To appear, represent, apply and obtain necessary permission concerning conversion of land classification/nature and character of land and to update the same in the records of the concerned BL & LRO/SDL & LRO/ADM & LRO and to submit documents, building plans, obtain sanction, Completion Certificate/Occupancy Certificate/Grant of Occupancy from the concerned Municipality and to comply with all formalities concerning amalgamation of plots of lands under consideration if so required.
- To negotiate terms and conditions, and enter into and conclude any Agreement for Sale to any intending Purchaser/s or assignee/s in respect of the said property in lieu of Developer's Allocation in the proposed Housing Project.
- To receive from the intending Purchaser/s any booking money and/or earnest money and/or advance/s and also the entire Consideration Sum/balance of Consideration, on completion of such transfer of property and to give good, proper and valid receipt and discharge for the same which will protect the Purchaser/s interest and deposit the applicable/allocable amount (if any) in the Bank account of the Principals/Grantors herein.
- If specifically authorized and directed by the Grantors herein, the Attorney upon such receipt of Consideration Sum, the Attorney shall carry out for and on behalf of the

Grantors such acts and deeds and to sign, execute, register and deliver any Agreement for Sale, Deed of Conveyance, Deed of Mortgage, Deed of Gift, Lease Deed concerning the Developer's Allocation only onto and in favour of any intending Purchaser/s or his/her/it's/their Nominee/s or Assignee/s.

- To insure all flats, units, apartments, commercial space, garage, shops and all other constructed areas to be built/constructed on the land morefully described in Schedule A hereinafter together with appurtenances thereto against all risks such as fire, tempest, riots, civil commotion, malicious acts, explosions, bombs, short circuits, bursting of gas cylinders, floods, earthquakes or otherwise causing any damage to the building or any portion thereof for the full value of the said buildings and other assets and lives therein as the said Attorney may think fit and proper.
- To ask, receive and realize charges, expenses, rates, cesses, GST and all other sums due or that might become due and payable by the Purchaser/s of flats, units, apartments, commercial spaces, shops, car parking spaces and other areas.
- To be represented in the BL & LRO, SDL & LRO, ADM & LRO, UD Dept. on behalf of the Principal/Grantor herein and submit any documents or papers and participate in any proceedings or in any way connected therewith.
- To mortgage the property in lieu of Developer's Allocation in the proposed Housing Project built on land morefully described in Schedule A hereinafter to any Financial Institution, Bank, or any other authority as deemed fit and proper by the Attorney herein and to issue NOC in this regard; or any other whatsoever; for and on behalf of the Principal/Grantor herein concerning the aforesaid property. No portion/s of the Landowner's Allocation can be mortgaged/charged/offered as co-lateral security without obtaining prior written permission from the Principal/Grantors herein.
- That this Development Power of Attorney is granted in favour of the said Attorney without any consideration by this presents in respect of the property morefully described in Schedule A hereinafter, and further that the Attorney herein shall hereby obtain or have the power to make developmental work and additional constructions on the aforesaid property by virtue of this Development Power of Attorney.

- This Development Power of Attorney shall be revocable in nature, but the same shall not be revoked by the Landowners till the completion of the Housing Project. The duly constituted Attorney shall have to be informed in writing by the Grantors regarding the revocation of powers and the same shall have to be duly acknowledged by the Attorney herein.
- To receive earnest money, and/or a part of the consideration sum or part payment or the entire consideration sum from any intending Purchaser/s and to issue lawful, proper and valid receipt in name of the Developer or in the name of the Landowners herein.
- To do all acts, deeds, matters and things that would or may be necessary from time to time for which no explicitly power has been given hereby.
- To receive any compensation, payment, reimbursement or whatsoever form or manner, payable to or in the name of the Principal/Grantor herein concerning the property morefully described in Schedule A hereinafter and issue a lawful, valid and proper receipt thereof.
- The Principal/Grantor herein, do hereby ratify, confirm and declare that this Development Power of Attorney is given in favour of said Attorney and accordingly the said Attorney shall be entitled to exercise independently the power conferred upon the said Attorney by the Principal/Grantor herein.

<: RATIFICATION :>

Hereby Made:- The Grantors hereby ratifies and agrees to ratify and confirm all actions of the Attorney in pursuance of this Development Power of Attorney.

:- Schedule "A" :-
(Said Property)

All that piece and parcel of land admeasuring about 8 Cottach 10 Chittack laying & situated at Mouza - Aharampur, JL No. 35, LR Dag No. 1861 & 1862 appertaining to LR Khatian No. 2382 & 2383, having Municipal Holding No. 257 (formerly 257/1, 257, 317 & 257/A), within the jurisdiction of New Barrackpore Municipality, Ward No. 015, PS - Khardah, Kolkata - 700131, Dist: 24 PGS (N), which is butted & bounded in the manner as follows:-

ON THE NORTH	:	By 12 ft. Road,
ON THE SOUTH	:	By land of Subhas Dutta,
ON THE EAST	:	By 14 ft. Road and land of Arunava Ghosh,
ON THE WEST	:	By 15 ft. Vidyasagar Road/Ward 15 Road.

:- Schedule "B" :-
(Landowner's Allocation)

The **Landowner's Allocation** shall mean Landowner No. 1 herein shall get one flat admeasuring about 1000 sq. ft. (super built up area) on the 2nd floor South East corner, while the Landowner No. 2 herein shall get one flat admeasuring about 1000 sq. ft. (super built up area) on the 2nd floor North East corner in the proposed building in lieu of their Landowner's Allocation. The Landowners shall also be entitled to two 2BHK flats admeasuring about 800 sq. ft. (super built up area) each on the 1st floor and 4th floor southern side and one 1BHK flat admeasuring about 650 sq. ft. (super built up area) on the ground floor southern side, along with two garage/covered car parking space, each admeasuring about 135 sq. ft. (super built up area) in the proposed building in lieu of their Landowner's Allocation. Save and except the flats mentioned, the remaining area of the Landowner's Allocation (being 40% of the sanctioned floor area till 3rd floor and subsequent floors, if available, and/or 35% of the top floor) shall be allocated as per the choice of the Developer.

:- Schedule "C" :-
(Developer's Allocation)

The Developer's Allocation shall mean and include entire area of the multistoried building, save and except Landowner's Allocation along with 65% of the total sanctioned floor area (which shall be allocated as per the choice of the Developer) of the proposed top floor, if permission and sanction plan for construction of the top floor is available.

:- Schedule "D" :-
(Common Areas & Facilities)

1. Lift facilities, stair cases and landings on all the floors, main gate, common passage and lobby.
2. Water pumps, water tank, water pipes and overhead tank on the roof and other common plumbing installations.
3. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
4. Lighting in the common space, passage, staircase including electric meter and fittings.
5. Common Electric meter and box.
6. Electric wiring, meter for lighting stair cases, no power back up, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefore, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
7. Windows, Doors, Grills and other fittings respecting the common areas of the premises.
8. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the respective units.
9. Electrical wiring, meters (excluding those installed for any particular unit).
10. GENERAL COMMON ELEMENTS and facilities meant for the said UNIT :
 - a. All private ways, curves, side-walls and areas of the said premises.
 - b. Exterior conduits, utility lines.
 - c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the building.

- d. Exterior lighting and other facilities necessary for upkeep and safety of the said building.
- e. All elevations including shafts, shaft walls, machine rooms and facilities.
- f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
- g. The foundation, corridor, lobbies, stairways Entrance and exists, path ways, Footings, columns, Girders, Beams, Supports, and exterior walls beyond the said unit, side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
- h. Utility lines, telephone and electrical systems contained within the said building.
- i. The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Owners. Developer and the other owners ~ the intending purchaser or purchasers of different Units, subject to limitation, if any to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owners, Developer, other intending purchaser or purchasers without Causing inconvenience one another.

-: Schedule "E" :-

(Common Expenses)

- 1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water gas pipe, electric wirings, installations, sewers, rains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser/s, or other occupiers thereof.
- 2. The costs of cleaning, maintaining and lighting the main entrance, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
- 3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- 4. The cost of decorating the exterior of the building.

5. The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges, and supplies of common utilities.
6. Insurance Premium, if any, for insuring the building against any damage due to earthquake, fire lightening, Civil commotion etc.
7. Municipal taxes, multi storied building tax, if any and other similar taxes save those separately assessed on the respective unit.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the flat and/or Unit owners' Association, as shall be formed by the unit-owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the purchaser/s in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of area within the same as against the total area within the building to be covered there under.
11. Cost of Electricity in the premises main line, common meter etc. borne by the purchaser/s.

:- Schedule "F" :-

(Impositions & Restrictions)

The Purchaser/s and other occupiers, if any of the building, shall not be entitled to use the aforesaid unit for the following purpose:-

- a. To use the said unit, and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.

- b. To carry on or permit to be carried on upon the said Unit any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
- c. To demolish or cause to be demolished or damaged the said Unit or any part thereof.
- d. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit any part thereof, or cause any increase in premium payable in respect thereof.
- e. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
- f. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the Unit or any portion of the building the same.
- g. To avoid the liability or responsibility of repairing any portion, or any Component part of the flat hereunder sold and transferred, or fittings and fixtures therein or storing water, sewerages etc. in the event of such portion or part, or fixtures and fittings within the flat, and/or unit demanding repairs thereby causing inconvenience and injuries to other flat owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents means, as may be required from time to time on request therefore by such Association.
- h. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the getup thereof.
- i. To encroach any common portion of the building, jeopardy the use thereof, nor to encumber any of such portion in any manner whatsoever.
- j. The Purchaser of the Unit together with other purchaser/s of the other flats shall must have the obligations to form an Association of such unit owners being members thereof for such purpose according to the provisions of Apartment Ownership Act and bye laws as amended up to date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

∴ Schedule "G" ∴
(Specifications)

1. **CIVIL STRUCTURE** : The building will be R.C.C. frame structure, Tie - beam as per structural design approved by the competent authority. Outside brick wall 8" thickness. Inside partition wall 5" and 3" as per Engineer's direction.
2. **FLOORING** : Vitrified tiles/marble in bed rooms, living-cum-dining and common areas.
3. **INSIDE WALL** : All inside Brick work plaster with putty.
4. **TOILET** : Anti skid ceramic tiles/ceramic on floor, ceramic tiles up to door height.
5. **KITCHEN** : Anti skid flooring, ceramic tiles up to 600 mm above kitchen counter.
6. **DOOR** : wooden door frame. All flush door shutters, bathroom door PVC.
7. **WINDOW** : Anodized sliding aluminum windows, glass, shutters.
8. **PLUMBING** : Good quality and standard fitting.
9. **ELECTRIC** : Concealed copper wiring, good quality switches with 1 AC point in master bedroom and one geyser point in 1 toilet.
10. **EXTERIOR** : weather coat acrylic exterior finish paint of good quality.
11. **LIFT & GENERATOR** : One Lift will be installed for common usage, lift power will be drawn from the common service meter.
12. **COMMON SERVICE AND UTILITIES AREA** : One common toilet, darwan toilet, meter room, underground tanks, safety tank, one pump room and deep tube well at the Ground floor, common passage and terrace, lift etc.
13. **ROOF FINISH** : Tiles will be laid to proper slope.

If any extra work will be done by the Developer apart from specification mentioned as above of the said in that event the proposed Purchaser/s will be agree to bear and/or pay for such extra work to the Developer.

IN WITNESS WHEREOF the parties have hereunto put their respective signs and seals in presence of the witnesses on the day, month and year first written above.

SIGNED, SEALED AND DELIVERED
by the Parties herein at Kolkata,
in presence of:-

1. Sunil Kumar Singh
214, Shyam Nagar Road
Kolkata - 700055

Misa Ray
SA-27
Salt Lake City
Kolkata.

Sumit Kumar Dutta.
Dmit Dutta.

SIGNATURE OF THE LANDOWNERS

Urban Developers
Nilay Bhattacharyya.
Partner

Urban Developers
Jayati Bhattacharyya
Partner

SIGNATURE OF THE DEVELOPER

Done by me
Aptausli Ray
ad vocat
WB-762/03

MEMO OF CONSIDERATION

RECEIVED of and from within named Developer the sum of Rs. 3,00,000/- (Rupees three lakhs only) as interest free security deposit for the property morefully described in Schedule A herein fore.

Cheque No.	Date	Bank & Branch	Amount
663389	24/12/2024	PNB	Rs. 95,000/-
NIL	24/12/2024	NIL	Rs. 5,000/-
000026	24/12/2024	UCO	Rs. 2,00,000/-
Total			Rs. 3,00,000/-

SIGNED, SEALED AND DELIVERED

By the Landowners at Kolkata,

In presence of:-

1. Sunil Kumar Singh.

Mira Roy

Sumit Kumar Dutta.

Dmit Dalta.

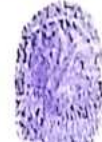
SIGNATURE OF THE LANDOWNERS

✓ Sumit Kumar Dutta.

✓ Dmit Dalta.

UNDER RULE 44A OF THE I. R. ACT 1908

LH: BOX - SMALL TO THUMB PRINTS
RH: BOX - THUMB TO SMALL PRINTS

ATTESTED:-

Sunil Kumar Datta

ATTESTED:-

Dinit Datta

ATTESTED:-

Nilay Bhattacharyya

ATTESTED:-

Jayati Bhattacharyya



Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



010120252033849347

GRIPS Payment Detail

GRIPS Payment ID:	010120252033849347	Payment Init. Date:	01/01/2025 16:24:56
Total Amount:	13099	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7061877830715	BRN Date:	01/01/2025 16:25:18
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Saptarshi Ray
Mobile: 9433265452

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250338493488	Directorate of Registration & Stamp Revenue	13099
Total			13099

IN WORDS: THIRTEEN THOUSAND NINETY NINE ONLY.

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



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



102024250338493488

GRN Details

GRN:	192024250338493488	Payment Mode:	SBI Epay
GRN Date:	01/01/2025 16:24:56	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7061877830715	BRN Date:	01/01/2025 16:25:18
Gateway Ref ID:	500147585498	Method:	State Bank of India UPI
GRIPS Payment ID:	010120252033849347	Payment Init. Date:	01/01/2025 16:24:56
Payment Status:	Successful	Payment Ref. No:	2003295884/6/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Saptarshi Ray
Address:	SA - 27, Salt Lake City, Kolkata
Mobile:	9433265452
Email:	advaptarshiray@gmail.com
Period From (dd/mm/yyyy):	01/01/2025
Period To (dd/mm/yyyy):	01/01/2025
Payment Ref ID:	2003295884/6/2024
Dept Ref ID/DRN:	2003295884/6/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003295884/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	10071
2	2003295884/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	3028
Total				13099

IN WORDS: THIRTEEN THOUSAND NINETY NINE ONLY.

Major Information of the Deed

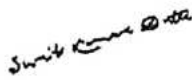
Deed No :	I-1902-00100/2025	Date of Registration	06/01/2025
Query No / Year	1902-2003295884/2024	Office where deed is registered	
Query Date	28/12/2024 9:50:34 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Saptarshi Ray SA - 27, Salt Lake City, Kolkata, Thana : East Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700091, Mobile No. : 8017945136, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 77,78,188/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 3,112/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slp.(Urban area)		

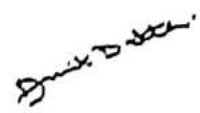
Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Vidyasagar Road, Mouza: Aharampur, JI No: 35, Pin Code : 700131

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1861 (RS :-)	LR-2382	Bastu	Bastu	6 Dec	1/-	32,72,730/-	Width of Approach Road: 15 Ft.,
L2	LR-1862 (RS :-)	LR-2383	Bastu	Bastu	8.26 Dec	1/-	45,05,458/-	Width of Approach Road: 15 Ft.,
		TOTAL :			14.26Dec	2 I-	77,78,188 I-	
	Grand Total :				14.26Dec	2 I-	77,78,188 I-	

Land Lord Details :

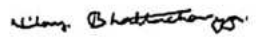
Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr SUMIT KUMAR DUTTA Son of Late Prafulla Kumar Dutta Executed by: Self, Date of Execution: 06/01/2025 , Admitted by: Self, Date of Admission: 06/01/2025 ,Place : Office		 Captured	
		06/01/2025	LTI 06/01/2025	06/01/2025

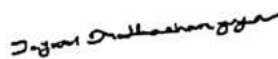
257/1, Vidyasagar Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Khardaha, District:- North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.:: ANxxxxxx0J, Aadhaar No: 59xxxxxxxx0931, Status :Individual, Executed by: Self, Date of Execution: 06/01/2025 , Admitted by: Self, Date of Admission: 06/01/2025 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr AMIT DATTA Son of Late Prafulla Kumar Dutta Executed by: Self, Date of Execution: 06/01/2025 , Admitted by: Self, Date of Admission: 06/01/2025 ,Place : Office	 06/01/2025	 Captured LTI 06/01/2025	 06/01/2025
257, Vidyasagar Road, City:- Not Specified, P.O:- New Barrackpore, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.:: AIxxxxxx9F, Aadhaar No: 74xxxxxxxx7172, Status :Individual, Executed by: Self, Date of Execution: 06/01/2025 , Admitted by: Self, Date of Admission: 06/01/2025 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	URBAN DEVELOPERS 56, Girls School Road, New Barrackpore, Block/Sector: Purnima Apartment, Flat No: 4B, 4th Floor, City:- Not Specified, P.O:- New Barrackpore, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Date of Incorporation:XX-XX-2XX4 , PAN No.:: aaxxxxxx3b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

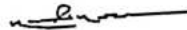
Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr NILAY BHATTACHARYYA (Presentant) Son of Mr Kunal Bhattacharyya Date of Execution - 06/01/2025 , Admitted by: Self, Date of Admission: 06/01/2025, Place of Admission of Execution: Office	 Jan 6 2025 1:59PM	 Captured LTI 06/01/2025	 06/01/2025
SA - 49, Sarat Abasan, Sector - II, Salt Lake City, City:- Not Specified, P.O:- Sech Bhawan, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: BPxxxxxx8F, Aadhaar No: 26xxxxxxxx1803 Status : Representative, Representative of : URBAN DEVELOPERS (as Partner)				

Name	Photo	Finger Print	Signature
Mrs JAYATI BHATTACHARYYA Wife of Mr Mrityunjay Bhattacharyya Date of Execution - 06/01/2025, , Admitted by: Self, Date of Admission: 06/01/2025, Place of Admision of Execution: Office		 Captured LTI 06/01/2025	 06/01/2025

9/7, Nabin Chandra Das Road, Baranagar, City:- Not Specified, P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700090, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: CSxxxxxx8K, Aadhaar No: 79xxxxxxxx8130 Status : Representative, Representative of : URBAN DEVELOPERS (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KAUSHIK HOSSEN Son of Late S. Ustagar S.G.T. Street, City:- Not Specified, P.O:- Halkhola, P.S:-Jorabagan, District:- Kolkata, West Bengal, India, PIN:- 700005		 Captured 06/01/2025	 06/01/2025

Identifier Of Mr SUMIT KUMAR DUTTA, Mr AMIT DATTA, Mr NILAY BHATTACHARYYA, Mrs JAYATI BHATTACHARYYA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SUMIT KUMAR DUTTA	URBAN DEVELOPERS-3 Dec
2	Mr AMIT DATTA	URBAN DEVELOPERS-3 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr SUMIT KUMAR DUTTA	URBAN DEVELOPERS-4.13 Dec
2	Mr AMIT DATTA	URBAN DEVELOPERS-4.13 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Vidyasagar Road, Mouza: Aharampur, JI No: 35, Pin Code : 700131

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1861, LR Khatian No:- 2382	Owner:সুমিত কুমার দত্ত, Gurdian:প্রবীর কুমার দত্ত, Address:লিড , Classification:গড়লায়েকসডিড, Area:0.00500000 Acre,	Mr SUMIT KUMAR DUTTA

L2	LR Plot No:- 1862, LR Khattan No:- 2383	Owner:ਅਮਿਤ ਦਾਤ, Gurdian:ਸ਼ਰਧਾ ਕੁਮਾਰ ਦਾਤ, Address:ਸਿਤਾ, Classification:ਬਾਗ਼, Area:0.03320000 Acre,	Mr AMIT DATTA
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Endorsement For Deed Number : I - 100200100 / 2025

On 06-01-2025

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 62 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:55 hrs on 06-01-2025, at the Office of the A.R.A. - II KOLKATA by Mr NILAY BHATTACHARYYA ,.

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 77,78,188/-

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

Execution is admitted on 06/01/2025 by 1. Mr SUMIT KUMAR DUTTA, Son of Late Prafulla Kumar Dutta, 257/1, Vidyasagar Road, P.O: New Barrackpore, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Service, 2. Mr AMIT DATTA, Son of Late Prafulla Kumar Dutta, 257, Vidyasagar Road, P.O: New Barrackpore, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late S. Ustagar, S.G.T. Street, P.O: Hatkhola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Others

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

Execution is admitted on 06-01-2025 by Mr NILAY BHATTACHARYYA, Partner, URBAN DEVELOPERS (Partnership Firm), 56, Girls School Road, New Barrackpore, Block/Sector: Purnima Apartment, Flat No: 4B, 4th Floor, City:- Not Specified, P.O:- New Barrackpore, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late S. Ustagar, S.G.T. Street, P.O: Hatkhola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Others

* Execution is admitted on 06-01-2025 by Mrs JAYATI BHATTACHARYYA, Partner, URBAN DEVELOPERS (Partnership Firm), 56, Girls School Road, New Barrackpore, Block/Sector: Purnima Apartment, Flat No: 4B, 4th Floor, City:- Not Specified, P.O:- New Barrackpore, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late S. Ustagar, S.G.T. Street, P.O: Hatkhola, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,112.00/- (B = Rs 3,000.00/- ,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 3,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/01/2025 4:25PM with Govt. Ref. No: 192024250338493488 on 01-01-2025, Amount Rs: 3,028/-, Bank: SBI EPay (SBlePay), Ref. No. 7061877830715 on 01-01-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,071/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 10,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 107, Amount: Rs.50.00/-, Date of Purchase: 01/08/2024, Vendor name: J Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/01/2025 4:25PM with Govt. Ref. No: 192024250338493488 on 01-01-2025, Amount Rs: 10,071/-, Bank:
SBI EPay (SBlePay), Ref. No. 7061877830715 on 01-01-2025, Head of Account 0030-02-103-003-02

fin

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2025, Page from 10967 to 11018

being No 190200100 for the year 2025.



fin

Digitally signed by SATYAJIT BISWAS
Date: 2025.01.09 14:15:44 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 09/01/2025

ADDITIONAL REGISTRAR OF ASSURANCE

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

West Bengal.