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23/05/22  
Additional Registrar of Assurances  
Kolkata

2/15564/22

Certified that the Document is admitted to  
Registration in the office of the Registrar and the  
endorsement thereon is in accordance with the provisions  
of the Act and are the part of the document.

*[Signature]*  
Additional Registrar  
of Assurances II Kolkata

28 MAY 2022

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the ... *28<sup>th</sup>* day of ... *May* .....,  
Two Thousand And Twenty Two;

BETWEEN

3698 25-5-22

সং- তার- মূল্য 500/-

জেতার নাম ও সাং

ডায়ালি জেতার স্থান

বিধান নং-র, সমস্ত লোক সন্নিবেশ ডি এম আর-এ

মোট ডায়ালি ক্রয় হা

চালান নং

মোট কত টাকা বসি

ফ্রেজারী-বারাকপুর, জেতার-মিতা দাস

Yellow sand Realestate L  
AD-169, Sec-I  
Salt Lake city  
Pin-700064

06 MAY 2022

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ADDITIONAL REGISTRAR  
OF ASSURANCE - II, CALCUTTA  
28 MAY 2022

**MD. ANISUR RAHAMAN** (having PAN – **BFLPR3603D** and Aadhaar No. **8364 4609 7778**) son of Late Enayet Ali Mondal, by Nationality Indian, by faith: Muslim, by Occupation: Busniess, residing at Ghuni, Laskar Para, Hatiara, Post Office: Ghuni, Police Station: New Town, District: North 24 Parganas Kolkata-700157, District: North 24 Parganas, hereinafter referred to and called as the "LAND OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successors, executors, administrator, representatives and assigns and nominee or nominees) of the FIRST PART;

AND

**YELLOW SAND REALESTATE LLP** (having PAN : **AACFY2854N**) a registered LLP Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008, represented by it's designated Partner **SRI SANJAY GUPTA**, (having PAN: **ADRP6327Q** and **AADHAAR NO. 7089 5093 7284**) son of Sri Gopal Prasad Gupta, by faith – Hindu, by occupation – Business, residing at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Kolkata-700 064, hereinafter referred to and called as the **DEVELOPER/AGENT** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors at office, administrators, legal representatives and assigns) of the SECOND PART;

WHEREAS THE OWNERS HAVE REPRESENTED TO THE DEVELOPER :-

A. Ananda Naskar, Jitendra Nath Naskar, Nani Lal Naskar and Bhadreswar Naskar all sons of Late Rajendra Nath Naskar, had been the joint owners of all that total Sali Land measuring 1.19 Acre comprised in R.S./L.R. Dag No. 288 at Mouza: Sulanguri, J.L. No. 22, P.S.: Rajarhat at present New Town, District : 24 Parganas now North 24 Parganas and their names had been jointly recorded under R.S. Khatian No. 102; AND while thus jointly seized and possessed thereof the said four brothers sold out some portions to outsiders and subsequently for each of their better individual use and enjoyment, they amicably settled and demarcated the properties amongst themselves and in terms thereof the said Ananda Naskar became the absolute owner and seized and possessed of a demarcated 1/4<sup>th</sup> portion of said Sali Land comprised in R.S./L.R. Dag No. 288 at Mouza: Sulanguri, J.L. No. 22, P.S.: Rajarhat at present New Town.

B. By a Bengali Deed of Conveyance dated 26.03.1962 duly registered at Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 49, Pages 49 to 51, Being No. 2445 for the year 1962, the said Bhadreswar Naskar at the consideration mentioned therein sold, transferred and conveyed a portion of said Sali Land measuring 16.50 Decimal comprised in

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R.S./L.R. Dag No. 288 at Mouza: Sulanguri, J.L. No. 22, P.S.: Rajarhat at present New Town, District : 24 Parganas now North 24 Parganas unto and in favour of Nishi Kanta Ghosh, Chandi Charan Ghosh, Dhirendranath Ghosh, Satya Charan Ghosh, Jitendranath Ghosh, Biswanath Ghosh and Sri Dulal Chandra Ghosh free from all encumbrances whatsoever.

C. Subsequently, by a Bengali Deed of Conveyance dated 15.12.1962 duly registered at Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 142, Pages 46 to 49, Being No. 9798 for the year 1962, the said Nanilal Naskar at the consideration mentioned therein sold, transferred and conveyed some portion of said Sali Land measuring 16.5 Decimal comprised in R.S./L.R. Dag No. 288 at Mouza: Sulanguri, J.L. No. 22, P.S.: Rajarhat at present New Town, District : 24 Parganas now North 24 Parganas unto and in favour of said Nishi Kanta Ghosh and others free from all encumbrances whatsoever.

D. Subsequently, by a Bengali Deed of Conveyance dated 12.05.1964 duly registered at Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 55, Pages 159 to 161, Being No. 3516 for the year 1964, the said Jitendra Nath Naskar at the consideration mentioned therein sold, transferred and conveyed some portion of said Sali Land measuring 16.5 Decimal comprised in R.S./L.R. Dag No. 288 at Mouza: Sulanguri, J.L. No. 22, P.S.: Rajarhat at present New Town, District : 24 Parganas now North 24 Parganas unto and in favour of said Nishi Kanta Ghosh and others free from all encumbrances whatsoever.

E. Since after the aforesaid purchase the said Nishi Kanta Ghosh, Chandi Charan Ghosh, Dhirendranath Ghosh, Satya Charan Ghosh, Jitendranath Ghosh, Biswanath Ghosh and Sri Dulal Chandra Ghosh thus became seized and possessed of the aforesaid Sali Land admeasuring 49.50 Decimals each having and or entitled to 1/7<sup>th</sup> share of right, title and interest therein free from all sorts of encumbrances whatsoever and the said Nishi Kanta Ghosh and Sri Chandi Charan Ghosh subsequently recorded each of their names in L.R Settlement Record in respect of each of their shares in the said Sali Land; AND while in enjoyment thereof, by a Bengali Sale Deed duly Registered on 26.02.1988 at the office of the Addl. Sub-Registrar Office at Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 32, Pages 273 to 282, Being (Deed) No. 1597 for the year 1988, the said Nishi Kanta Ghosh and Sri Chandi Charan Ghosh as the owners thereof therein referred to as the vendors at the consideration mentioned therein sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring area about 6.6 Decimals equivalent to 4 Cottahs a little more or less comprised in part of R.S./L.R. Dag No. 288, at Mouza Sulanguri, J.L. No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas,

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morefully described in the Schedule therein unto and in favour of Shri. Biswanath Basak and Smt. Basana Basak free from all encumbrances whatsoever.

F. Since after the aforesaid purchase the said Biswanath Basak and Smt. Basana Basak mutated their names in the record of Land Settlement B.L & L.R.O, Rajarhat and became seized and possessed of the aforesaid portion of Sali Land 4 Cottahs comprised in part of R.S/L.R Dag No. 288, at Mouza: Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, North 24 Parganas and; while in enjoyment thereof, the said Biswanath Basak died on 16.04.1996 and said Basana Basak died on 12.07.2005 survived by their three sons namely Sri Ranjit Bask, Chiranjit Basak and Biswajit Basak and two married daughter namely Pratima Ghosh (nee Basak) wife of Sri Samir Ghosh and Nilima Dhar (nee Basak) wife of Sri. Anil Dhar and according to Indian Succession Act, all those who became entitled to the aforesaid Sali Land measuring 4 cottahs comprised in part of R.S/L.R. Dag No. 288, at Mouza: Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, North 24 Parganas be the same a little more or less as the joint owners thereof.

G. By a Bengali Sale Deed duly Registered on 29.08.2006 at the office of the A.D.S.R Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No.1, Pages 7123 to 7140, Being (Deed) No. 00373 for the year 2008, the said Sri Ranjit Bask, Chiranjit Basak, Biswajit Basak, Pratima Ghosh (nee Basak) and Nilima Dhar (nee Basak) as the joint owners thereof therein referred to as the vendors at the consideration mentioned therein sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring area about 6.6 Decimals equivalent to 4 Cottahs a little more or less comprised in part of R.S/L.R Dag No. 288, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule therein unto and in favour of Sri Babulal Verma son of Late Bajj Nath Verma free from all encumbrances whatsoever.

H. By dint of the said sale deed being no. 00373/2008, the said Babulal Verma thus became seized and possessed of the said Sali Land measuring 4 cottahs a little more or less comprised in R.S/L.R Dag No. 288 at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, North-24 Parganas as the sole and absolute owner thereof under the Government of West Bengal.

I. By a Deed of Conveyance dated 09.06.2010. duly registered on 10.06.2010 at the office of the A.D.S.R Bidhannagar, Salt Lake City, North 24 Parganas, in Book No.1, CD Volume No. 9, Pages from 10520 to 10533, being no. 05992 for the year 2010, the said Babulal Verma son of Late Bajj Nath Verma

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being the owner thereof therein as the vendor at the consideration mentioned therein sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring area about 6.6 Decimals equivalent to 4 Cottahs a little more or less comprised in part of R.S/L.R Dag No. 288, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of the West Bengal Housing Board of 105, S.N. Banerjee Road, Kolkata- 700014 a Statutory Body Corporate constituted under the West Bengal Housing Board Act 1972, free from all sorts of encumbrances whatsoever;

J. By a Deed of Exchange dated 23.09.2021 duly registered at the office of the Addl. District Sub-Registrar at Rajarhat, North 24 Parganas, and recorded in Book No. 1, Volume No. 1523-2021, Pages: from 564049 to 564074, Being (Deed) No. 15165 for the year 2021, the said West Bengal Housing Board of 105, S.N. Banerjee Road, Kolkata- 700014 therein referred to as the party in First Part and the said Anisur Rahaman the Owner herein therein referred to as the party in Second Part and whereby and wherein the said West Bengal Housing Board transferred, conveyed and assured unto the said Anisur Rahaman absolutely and forever and free from all sorts of encumbrances whatsoever All That piece or parcel of Sali Land measuring about 3.3 Decimals equivalent to 2 Cottahs a little more or less out of it's 6.6 Decimals comprised in part of R.S/L.R Dag No. 288, under L.R. Khatian No. 1302, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the First Schedule therein and in exchange of piece or parcel of Sali Land admeasuring 2.48 Decimals comprised in L.R. Dag No. 301 equivalent to 2 Cottahs a little more or less under L.R. Khatian No. 1223, 1224, 1932 & 1933 at Mouza Sulanguri, North 24 Parganas morefully described in the Second Schedule therein owned by said Anisur Rahaman the Owner herein therein referred to as the party in Second Part who had transferred, conveyed and assured the said Second Schedule Land unto the said West Bengal Housing Board absolutely and forever and free from all sorts of encumbrances whatsoever.

K. By a Bengali Sale Deed dated 04.10.1996 duly registered at the office of the A.D.S.R Bidhannagar, Salt Lake City, North 24 Parganas, and recorded in Book No. 1, Volume No. 93, Pages 45 to 54, Being No. 4037 for the year 1996, Ganesh Naskar, Nikhil Nasakr, Kartic Naskar all sons of the said Jitendra Nath Naskar since deceased alongwith Smt. Padma Naskar wife Late Jintendranath Naskar all being his legal successors at the consideration mentioned therein sold, transferred and conveyed All That Sali Land measuring 4.91 Decimals comprised in R.S./L.R. Dag No. 288 at Mouza: Sulanguri, under L.R. Khatian No. 112, 213,83 & 231, J.L. No. 22, P.S.: Rajarhat at present New Town, District : North 24



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Parganas unto and in favour of said Smt. Dipali Saha wife of Kasinath Shah free from all encumbrances whatsoever.

L. After such purchased the said Dipali Shah became seized and possessed of the said Sali Land measuring 4.91 Decimals comprised in R.S./L.R. Dag No. 288 at Mouza Sulanguri, P.S.: Rajarhat at present New Town, District : North 24 Parganas as the sole and absolute owner thereof free from all sorts of encumbrances and while in enjoyment thereof, she appointed one Yusuf Mullick son of Samsur Ali Mullick of village & P.O. Ghuni, P.S.: Rajarhat at present New Town, District : North 24 Parganas as her Constituted Attorney by way of a G.P.A. dated 23.04.2008, duly registered D.S.R. -II, North 24 Parganas and recorded in Book-IV, Volume No.-I, Pages: 5907 to 5917, Being No. 420 for the year 2008, irrespect of her aforesaid Sali Land.

M. By a Deed of Conveyance dated 20.06.2008. duly registered at the office of the D.S.R.-II, North 24 Parganas, in Book No.1, CD Volume No. 1, Pages from 4678 to 4689, being no. 00294 for the year 2008, the said Smt. Dipali Saha wife of Kasinath Saha being the owner thereof therein as the vendor at the consideration mentioned therein sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring area about 4.54 Decimals a little more or less comprised in part of R.S/L.R Dag No. 288, under L.R. Khatian No. 112, 213.83 & 231, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of the West Bengal Housing Board of 105, S.N. Banerjee Road ,Kolkata- 700014 a Statutory Body Corporate constituted under the West Bengal Housing Board Act 1972, free from all sorts of encumbrances whatsoever;

N. By a Deed of Exchange dated 23.09.2021 duly registered at the office of the Addl. District Sub-Registrar at Rajarhat, North 24 Parganas, and recorded in Book No. 1, Volume No. 1523-2021, Pages: from 564024 to 564048, Being (Deed) No. 15164 for the year 2021, the said West Bengal Housing Board of 105, S.N. Banerjee Road ,Kolkata- 700014 therein referred to as the Party in First Part and the said Anisur Rahaman the Owner herein therein referred to as the Party in Second Part and whereby and wherein the said West Bengal Housing Board transferred, conveyed and assured unto the said Anisur Rahaman absolutely and forever and free from all sorts of encumbrances whatsoever All That piece or parcel of Sali Land measuring about 3.80 Decimals out of 4.54 Decimals out of total 119 Decimals of Land comprised in part of R.S/L.R Dag No. 288, under L.R. Khatian No. 1302, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the First Schedule therein and in exchange of a piece or parcel of Sali Land admeasuring 3.50 Decimals out of 4.85 Decimals out of total 21 Decimals of Land comprised in L.R. Dag No. 632 under L.R. Khatian No. 5762

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at Mouza Ghuni, J.L. No. 23, North 24 Parganas morefully described in the Second Schedule therein owned by said Anisur Rahaman the Owner herein therein referred to as the party in Second Part who had transferred, conveyed and assured the said Second Schedule Land unto the said West Bengal Housing Board absolutely and forever and free from all sorts of encumbrances whatsoever.

O. By a Deed of Conveyance dated 06.08.2008, duly registered at the office of the D.S.R. -II, North 24 Parganas, in Book No.1, CD Volume No. 9, Pages from 3828 to 3840 being no. 07034 for the year 2009, the said Ganesh Naskar and Kartick Naskar being the owners thereof therein as the vendors at the consideration mentioned therein sold, conveyed and transferred free from all encumbrances, All That piece or parcel of Sali Land measuring area about 2.46 Decimals equivalent to 1 Cottah 7 Chittaks 37 Sq.ft. a little more or less comprised in part of R.S/L.R Dag No. 288, under L.R. Khatian No. 83 & 112, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of the West Bengal Housing Board of 105, S.N. Banerjee Road ,Kolkata- 700014 a Statutory Body Corporate constituted under the West Bengal Housing Board Act 1972, free from all sorts of encumbrances whatsoever.

P. By a Deed of Exchange dated 23.09.2021 duly registered at the office of the Addl. District Sub-Registrar at Rajarhat, North 24 Parganas, and recorded in Book No. 1, Volume No. 1523-2021, Pages: from 564999 to 564023, Being (Deed) No. 15162 for the year 2021, the said West Bengal Housing Board of 105, S.N. Banerjee Road ,Kolkata- 700014 therein referred to as the Party in First Part and the said Anisur Rahaman the Owner herein therein referred to as the Party in Second Part and whereby and wherein the said West Bengal Housing Board transferred, conveyed and assured unto the said Anisur Rahaman absolutely and forever and free from all sorts of encumbrances whatsoever All That piece or parcel of Sali Land measuring area about 2.46 Decimals equivalent to 1 Cottah 7 Chittaks 37 Sqft a little more or less out of total 119 Decimals of Land comprised in part of R.S/L.R Dag No. 288, under L.R. Khatian No. 1302, at Mouza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the First Schedule therein and in exchange of a piece or parcel of Sali Land admeasuring 2.48 Decimals out of total 83 Decimals of Land comprised in L.R. Dag No. 536 under L.R. Khatian No. 9242 at Mouza Ghuni, J.L. No. 23, North 24 Parganas morefully described in the Second Schedule therein owned by said the Owner herein therein referred to as the party in Second Part who had transferred, conveyed and assured the said Second Schedule Land unto the said West Bengal Housing Board absolutely and forever and free from all sorts of encumbrances whatsoever.

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Q. Since after then by dint of aforesaid three Deeds of Exchange Being (Deed) Nos. 15165, 15164 & 15162 all for the year 2021, the said Anisur Rahaman the Owner herein thus became seized and possessed of All That Sali Land total admeasuring 9.56 Decimals equivalent to 5 Cottahs 12 Chittacks 25 sq.ft, a little more or less comprised in part of R.S./L.R Dag No. 288 under L.R Khatian No. 3265 at Mauza Sulanguri, J.L No. 22, R.S. No. 196, Police Station: Rajarhat at present New Town, District: North 24 Parganas and or well and sufficiently entitle thereto as the absolute rayoti owner thereof paying rent or khajna to the State Government.

R. The Owner's Representations:

i) That since by dint of the aforesaid three registered Deed of Exchange the First Party herein are seized and possessed of their said Sali Land total admeasuring area about 9.56 Decimals equivalent to 5 Cottahs 12 Chittacks 25 sq.ft., a little more or less comprised in part of R.S/L.R. Dag No. 288, togetherwith common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza Sulanguri, Police Station: New Town formerly Rajarhat, J.L. No. 22, Touji No. 178, R.S. No. 196, under and Part of R.S. Khatian No. 102 corresponding to L.R. Khatian No 3265 within the ambit of B.L & L.R.O Rajarhat, under Jyangra Hatiyara Gram Panchyet-II, District: North 24 Parganas, morefully described in the First Schedule written hereunder hereinafter for the sake of brevity shall be referred to as the "SAID LAND"/"SAID PROPERTY" and the First Party herein is/are seized and possessed of and or well and sufficiently entitle to his/her/their 'Said Land' as the rayoti Owner/s under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatever and free from all sorts of encumbrances whatsoever;

ii) That the owner/s has/have clear and marketable rights, title and interest in respect of her Plot of Land under First Schedule hereto free from all charges, liens, lispendences, suits, injunctions, viz. free from any or all encumbrances whatsoever AND the owner/s herein has/have not dealt with the 'Said Property' and or any portion thereof in any such manner so that the Owner/s is/are or may be restrained to deal with the said plot of land or the 'Said Property' hereunder the First Schedule in any way at his/her/their own choice and absolute discretion, AND in other way the Owner/s herein is/are free and absolutely entitled to deal with his/her/their 'Said Land' and also to enter into this agreement with the Developer hereto;

iii) That the entire Said Land hereunder the First Schedule and or any portion thereof is not effected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and the First Party herein have neither



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jointly nor severally have received any notice from any authority or authorities effecting the Owners' property described in the First Schedule written hereunder;

iv) That to the best of the Owners' knowledge, the 'Said Property' under the First Schedule hereto and or any part thereof is not attached in any proceeding including Certificate Proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any Court Order or under 'SARFAESI';

v) That there is no Tenant in the said Property.

vi) That there is no Temple, Mosque, Debattur or Burial Ground within the 'Said Property'.

vii) That there is no excess vacant land at the said premises under the First Schedule with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, and subsequent Amendment made thereto.

**AND WHEREAS** the Owner/s herein is/are in need of residential accommodation and as such are desirous of development and construction of multi-storied building/s comprised of self-contained modern flats on ownership basis with car parking spaces and shops thereof on his/her/their said land under the First Schedule but due to paucity of fund and lack of experience he/she/they are unable to do so by his/her/their own capacity.

**AND WHEREAS** the Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Complex / Enclave for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and in urge of the same **YELLOW SAD REALESTATE LLP** the DEVELOPER herein have acquired landed properties some by way of purchase and some by way of several Joint Ventures Agreement with several Land Owners in the said locality for development and construction of Housing Projects comprised of series of buildings comprised self-contained residential flats, car-parking spaces, commercial spaces and others in the locality in various phases and have already constructed some Blocks/Buildings in the said locality.

**AND WHEREAS** having knowledge of the Developer's reputation and well expertisation as a Developer/Builder such intention for development and construction of the Housing Complex / Enclave by the Developer in the same

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locality the owner/s herein have approached the Developer to acquire their said plot of land under the First Schedule hereto for development and construction of a Housing Project comprising self-contained residential flats, car-parking spaces and others; and having been approached by the owner/s herein in respect of his/her/their aforesaid proposal and also relying on the above representations made by the Owner/s herein to be true, the Developer hereto has agreed with the Owner/s for acquiring his/her/their Said Land under the First Schedule for Development of a Housing Complex/Enclave by way of construction of multi-storied buildings consists with various numbers of self-contained residential flats, car parking spaces, shops and others on the said plot of land under the First Schedule hereto including other adjacent plots of land by amalgamating the plots if any acquired and or so may be acquired by the Developer herein and as per drawing plan and specifications to be signed by the owner/s and sanctioned by the competent authorities and in conformity with the said details of construction under and subject to the terms and conditions hereinafter:-

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

**AND WHEREAS** in this Agreement expression or terms used herein shall unless it is contrary and/or repugnant to the context have the following meanings;

**HEADINGS:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

**"THE OWNER/S"** shall mean the person/s namely **ANISUR RAHAMAN** the party of the **FIRST PART** hereto holding 100% rights, title and interest of the "SAID LAND" described in "First Schedule" hereunder.

**"SAID LAND" OR "DEMISED LAND"** shall mean All That a Plot of Land measuring area about 9.56 Decimals equivalent to 5 Cottahs 12 Chittacks 25 sq.ft., a little more or less comprised in part of R.S/L.R. Dag No. 288, togetherwith common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza Sulanguri, Police Station: New Town formerly Rajarhat, J.L. No. 22, Touji No. 178, R.S. No. 196, under and Part of R.S. Khatian No. 102 corresponding to L.R. Khatian Nos. 3265 within the ambit of B.L & L.R.O Rajarhat, under Jyangra Hatiyara Gram Panchyet-II, District: North 24 Parganas, morefully described in the First Schedule written hereunder.

**"PROPOSED AMALGAMATED LAND"/ "AMALGAMATED PROPERTY"** shall mean the 'Said Land' and/or the said property described in the First Schedule

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hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the 'Said Land' and or 'Said Property' by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the developer shall be entitled to execute any or all Deed of Amalgamation at its sole costs and expenses.

**"SAID BUILDING / SAID BUILDINGS"** shall mean multi-storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared, submitted only by the Developer and sanctioned by the concerned Panchayet / Zilla Parishad on the owners' "Said Land" described hereunder in the First Schedule AND / OR on the said proposed 'Amalgamated Land' as stated hereinabove.

**"SAID PREMISES"** shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

**"AMALGAMATED PREMISES"** shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively thereon.

**"SANCTIONED PLAN"** shall mean "Building Plan OR Plans" for a multi- storied building on the "Said Land" a composite Plans showing several multi- storied building/s on the said "Amalgamated Land" and or "Amalgamated Property" to be prepared and submitted by the Developer at its sole discretions and own costs And be sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and/or by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

**"SAID HOUSING ENCLAVE"** shall mean an Enclave consisting of several buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of Landowner/s herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

**LANDOWNER'S ALLOCATION"** shall mean that the owner's herein shall be jointly entitle to get 43% (Forty Three Percent) sanctioned areas of the proposed multi-storied building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions

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in all the proposed buildings so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule and the said 43% sanction area in respect of proposed multi-storied building/s allocable to the owner/s shall be attributable to the net land area under the First Schedule as shall be physically available out of the total Land area within the proposed amalgamated land whereon or whereupon the entire proposed Housing Enclave shall be constructed by the Developer with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' and/or the 'Said Property' described in the First Schedule and the said Owners' Allocation morefully and collectively described in the Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings according to the proposed sanctioned building plan togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations".

**LANDOWNER/S CONSIDERATION** shall mean the "Said Owners' Allocation" only in lieu of or exchange of cash consideration for all the rights, title and interests of the owner/s on the residue 57% proportion and undivided share of the said land under the First Schedule.

**"DEVELOPER'S ALLOCATION"** Shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area of 57% in the new buildings consists of the residential flats, shops, other commercial spaces and garage /car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

**"BUILT UP AREA"** Shall, according to its context, mean the plinth area of a Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

**"PHASES"** with their grammatical variations shall mean the different "Phases" or "Blocks" in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of

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adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

**"TRANSFEREES"** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

**"Units"** shall mean and include-

a) **"Residential Units"** meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;

b) **"Non-Residential Units"** meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

**FORCE MAJURE:-** Shall mean any natural calamities such as floods, pandemic situations, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

**TAX LIABILITIES:-** The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

**"COMMON PORTIONS / COMMON AREAS"** shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner/s herein with future co-owners of the building individually or collectively.

**"COMMON EXPENSES"** shall mean and include all expenses to be incurred by the Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.





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**"COMMON PURPOSES"** shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of unit/units.

**"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE"** shall mean the proportion in which the super built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Property" and/or "Said Amalgamated Land"/ "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land"/"Amalgamated Property" in the said proposed "Amalgamated Premises".

"SINGULAR" shall include the "PLURAL" and vice-versa.

AND

"MASCULINE" shall include the "FEMININE" and vice-versa.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Owner have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressly mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by joining any other adjacent land or properties with the said demised land hereunder the First Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare and hereby give his/her/their free consent and hereby given unfettered

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exclusive rights to the Developer to the extent of his/her/their rights, title and interest in the said proposed Amalgamated Land and the Owner/s also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation" the owner shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or alterations in constructions deviating from the sanction plan are found than the it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite by the concerned Authorities. The Owners however Neither shall be liable to pay any amount on account of such deviations Nor shall be entitle to claim any amount OR any additional constructed areas other than the said "Owners' Allocations" agreed and stated hereinabove and described in the Second Schedule hereunder.

2. It is agreed by and between the parties that subject to a perfect marketable title is found and/or made out by the owner/s and the necessary Conversion Certificate is obtained in respect of change of nature and character of the property under the First Schedule hereto as a 'Bastu Land' as it is physically existing in place of Sali Land as now recorded in B.L & L.R.O. Records, the owner/s shall be entitle to get 43% (Forty Three percent) sanctioned areas of the proposed multi-storied building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in all the proposed buildings so to be constructed by the Developer on the Owner's Said Demised Land under the First Schedule and the said 43% sanction area in respect of proposed multi-storied building/s allocable to the owner/s shall be attributable to the net land area physically available under the First Schedule out of the total Land area within the proposed amalgamated land whereon or whereupon the entire proposed Housing Enclave shall be constructed by the Developer morefully and collectively described in Part-I of the Second Schedule hereunder written and as described hereinabove as "Owner's Allocations" in fully complete and in habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the Said Land hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings. The said "Owner's Allocable Area" described in Part-I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits

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and appurtenances in connection to the said Owner's Allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owner's Allocation". It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owners shall not be entitled to any cash consideration PROVIDED a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party,

3. Simultaneously with the execution of these presents the Owner/s herein shall sign, execute and register a Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Second Party and also of Sanjay Gupta the nominated Partner of the Developer and all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid Developer's Power of Attorney for selling of the entire constructed portions together with the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owner's Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper and the Owner however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owner's Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefore, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/ Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney **Sri Sanjay Gupta** and also any of the designated Partner of the Second Party herein for the time being in force and shall form a part of this agreement and the said Power or powers of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTY" and the entire Housing Project is fully and properly

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developed by the Developers/ Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. The Developer has paid and deposited with the Landowners a sum of Rs. 11,50,000/- (Rupees Eleven Lakh Fifty Thousand) only at the time of execution of the said Development Agreement as an by way of Refundable Security Deposit. The said sum shall be refunded by the Owners to the Developer at the time of delivery of the Owners Allocations.

5. After execution of these presents the Developer shall be entitled to enter into the said property under the First Schedule for it's measurement for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. Subject to availability of the marketable title of the said land hereunder the First Schedule is found and or made out by the owner/s and immediate after the name/s of the owner/s is/are mutated and also the necessary Conversion Certificate is/are obtained as aforesaid by the Owner/s, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and on completion thereof shall hand over the said "Owner's Allocations" in the proposed building/s within 36 (Thirty-Six) months with a grace period of further six (6) months from the date of obtaining necessary sanction of the Buildings Plan. For the purpose of the construction and development works and completion thereof and also selling of developers allocable portion and for all practical purposes and under the terms and conditions of this Development Agreement the First Party has/have this day delivered the peaceful vacant possession of the Said Land under the First Schedule to the Developer free from all encumbrances whatsoever. That subject to the circumstances under Clause-15 hereunder, if the Developer fail to delivered the "Owner's Allocations" within the times stipulated hereto, then the Developer shall be liable and responsible to pay to the Owner herein, a sum of Rs.5,000/- per month as pre-settled liquidate damages and or delayed charges whatsoever and payable till delivery of the "Owner's Allocations" are made by the Developer.

6. The said "Owner's Allocation" in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the owner/s has/have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also

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under the law of land is properly and carefully fulfilled and observed by the owner/s. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Panchayet taxes and other outgoings w.e.f. the date of obtaining aforesaid Conversion Certificate/s till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owner/s. All the amount of costs and expenses together with relevant fees payable on a/c of mutation and Land Records updation and also for obtaining conversion shall be made and payable by the Developer.

7. Other than the said owner's allocable portions togetherwith the undivided proportionate share of the said land described under the First Schedule viz. a viz. the Owner's Allocation allocable to the Owner/s, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the Said Property. The said residue portions (other than the Owner's Allocation) of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the Said Land hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the sell-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/ car parking space in the new proposed building or buildings on the Owner/s 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises save and except the Owner/s shall be solely responsible and liable for making out perfect and marketable title of the said Land hereunder the First Schedule and also for obtaining Mutation Certificate in the name of the Owners (if not yet mutated) as well the Conversion Certificate in respect of the nature and character of the land under the First Schedule hereto.



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8. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in the proposed building or buildings on the said land/said property or on the said amalgamated land/amalgamated property. The Developer shall be fully entitle to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/ or mortgagee /mortgagees without hampering the owner/s interest covered under this Agreement.

9. The Developer shall be entitle to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground/overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable/ responsible in any manner whatsoever regarding the construction materials used by the Developer.

10. The Owner/s from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.

11. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for marking payment to each and all of them. The land-owner/s shall has/have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

12. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owner/s,





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his/her/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.

13. It is agreed that whenever it becomes necessary and asked by the Developer, the owner shall sign all the papers and execute documents in connection with mutation of the Owners' name and necessary updation of the Land Records with B.L. & L.R.O. Rajarhat, obtaining necessary conversion of nature and character of the property under the First Schedule and obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owners' allocable portions, by the developer without raising any objection, thereto. It is agreed that immediate after sanction of the Building Plan the Owner shall deliver and handover all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto un-obliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owners' Association or Committee or Syndicate so shall be formed in the proposed Housing Enclave at the said premises or at the amalgamated premises.

14. It is agreed by the land owners that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf on the land owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owner/s herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owner's Allocations" at the time of delivery of the same to the Owner/s herein. However the owner/s herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through them. However, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non-fulfillment of all the necessary obligations on the part of the Land-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Land-owner/s shall be bound to pay all the costs and

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expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Schedule shall remain with the Developer till such amounts are recovered by the Developer from the Owner/s.

15. Both the parties hereby agreed that the time specified in clause 5 (Five), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified in clause 5 (five) hereinabove. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owner's allocable portions and shall intimate the Owner/s through Registered Post offering the Owner for taking delivery of Owner's allocable portions within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owner/s to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitled to continue with exercising of its absolute rights and authority to dispose of the developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitled to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the owner/s herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it mentioned hereto that since the said Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

16. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications

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arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Clause 5 (five) and Clause 15 (Fifteen) hereinabove.

17. The Landowner/s hereby agrees and covenants with the Developer to pay proportionate Panchayet/Municipal rates, taxes, the Rent or Khajna payable to the Collectorate North 24 Parganas and all other outgoings including GST and others as applicable and payable time to time under statute and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owner's Allocation to the Landowner/s by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

18. The Landowner/s shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

19. Upon the Developer constructing and delivering possession to the Landowner/s of his/her/their allocation, the Landowner/s shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

20. The Landowner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -

21. The Landowner/s shall not use or permit to use the Landowner's Allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

22. Landowner/s shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any



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structural alteration therein without the previous consent and/or permission from appropriate authorities.

23. THE LANDOWNER FIRST PARTY DO HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:

- i) That each and every representation made by the First Party/Land Owner/s hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner/s.
- ii) That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- iii) That The First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.
- iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- v) That the First Party/Land Owner/s shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.
- vi) That for all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

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vii) That It is bi-laterally agreed in between the parties hereto that the First Party/Land-Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

viii) That The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

24. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by each of them.

25. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

26. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

27. No combustible goods or other items/materials shall be kept by the Landowner/s or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

28. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new Building or



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ADDITIONAL DEPUTY  
COMMISSIONER  
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Buildings or in the compounds corridors or any other portion or portions of the new Building or buildings.

29. The landowner/s shall permit the Developer and it's servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purposes.

30. On or before taking delivery of the "Owners' Allocations" the Land Owner/s shall cause to pay and deposit for each flat to the Developer the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.
- (ii) Power Backup Charges.
- (iii) Club membership charge.
  
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.
- (ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity for his/her/their Owners' Allocation from the Main Service connection.
- (iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions.

31. IT IS FURTHER agreed and understood between the parties hereto as follows:-

The Landowner/s and the Developer have entered into this agreement purely for construction and delivery of the Owner's Allocable portions by the Developer to the Landowner as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowner in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.

- i) The "Landowner's Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the

Continue.....





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ADDITIONAL REGISTRAR  
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28 MAY 2020

Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in the new building subject to due compliance of all the obligations on the part of the Landowner/s under the terms and conditions of this Agreement and under the Law Of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of his allocable portions in the Building the Landowner/s shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession by the owner and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

ii) In the event the Landowner/s is/are entitled to any liquidated damages in terms of the said Clause – 5 (five) stated hereinabove the said liquidated damages shall be paid by the Developer at the time of delivery of Owners' Allocations.

iii) The Landowner/s shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.

32. That during subsistence of this Agreement unfortunately if any of the Owners herein expire then all of his/her legal successors and or beneficiaries either by way of intestate succession or by testimony thereof should be substituted in place of such demised owner and all the remaining co-owners shall cause to make enjoin of all such legal successor/s as necessary substituted parties to this Agreement under the same terms, conditions, covenants and obligations.

33. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 as Amendment Act 2015 and also all its modifications for the time being in force shall be final and binding on both the parties.



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ADDITIONAL REGISTRAR  
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28 MAY 2022

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(The "Said Land"/"Demised Land" Owned by the Owner/First Party herein)

ALL THAT piece or parcel of "Sali" Land total admeasuring area about 9.56 Decimals equivalent to 5 Cottahs 12 Chittacks 25 sq.ft., a little more or less comprised in part of R.S/L.R. Dag Nos. 288, togetherwith common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza - Sulanguri, Police Station: New Town formerly Rajarhat, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 102 corresponding L.R. Khatian No. 3265 within the ambit of B.L & L.R.O Rajarhat, under Jyangra Hatiyara Gram Panchyet-II, Sub-Registration Office: Additional District Sub-Registrar Rajarhat, New Town, formerly A.D.S.R. Bidhannagar (Salt Lake City), District: North 24 Parganas. The said Land is butted and bounded as follows:

- ON THE NORTH : By play ground in L.R. Dag No. 286;  
ON THE SOUTH : By Part of land in L.R. Dag No. 288;  
ON THE EAST : By Part of land in L.R. Dag No. 288;  
ON THE WEST : By Part of land in L.R. Dag No. 288 & 12' feet wide kuncha passage;

**THE SECOND SCHEDULE REFERRED TO ABOVE :**

(The Said Owner's Allocable portions)

**(Part - I)**

**ALL THAT** 43% (Forty Three percent) sanctioned areas of the proposed building/s (save and except the common areas) in a manner of several numbers of residential flats & garages distributed proportionately in all the floors both on the front and back portion in the building/s so to be constructed by the Developer on and upon the Owner's said Demised Land under the First Schedule; and the said 43% sanction area in respect of and to the extent of proposed multi-storied building/s allocable to the owner shall be attributable to the net land area physically available under the First Schedule out of the total Land area within the proposed amalgamated land whereon or whereupon the entire proposed Housing Enclave shall be constructed by the Developer togetherwith proportionate undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions togetherwith proportionate and undivided impartable right, title and interest as co-owners on the said land and or the said Demised Land descried in the First Schedule hereinabove.

Continue.....





1) ADDITIONAL REGISTRAR  
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28 MAY 2020

**Part – II Referred To Above:**  
**(Developer's Allocation)**

**ALL THAT** Constructed Areas save and except the portions allocable to the owner/s and also the common areas, the entire remaining area of 57% in the new buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities togetherwith proportionate and undivided impartable right, title and interest as co-owners on the said land or the said Demised Land under the First Schedule hereinabove. Which shall absolutely belongs to the Developer and/or its nominee/s or assignees with rights to sale, transfer, mortgage, lease out partly or fully under the terms and conditions of this Development Agreement.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

***SPECIFICATION***

**1. DOOR & WINDOW**

All doorframes (size 4" x 2 ½") would be made of Malaysian Sai wood, doors shutter would be flush doors made of commercial ply (Brahmaputra ply or any other co. of the same rate) main door thickness 32 mm and all other doors thickness 30 mm fitted with mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock and there would not have any lock in kitchen and bathrooms. All windows would be made of steel with glass panel. All doors and windows would be painted with white enamel paint (Berger Co.).

**2. FLOORING**

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

**3. SANITARY & PLUMBING**

Standard Toilet would be provided with C. P. Shower, one commodes/Indian /English type pan (Perryware) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & C.P. fittings of Vertex & Victoria Co.) There would be no concealed line and geyser line. There would be only one basin (Perryware) in each flat.

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ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
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**4. KITCHEN**

One Green marble platform, one sink, floors would be finished with marble and 2'-0"skirting white glaze tiles on the back of the cooking platform to protect the oil spots.

**5. ELECTRICAL WIRING**

a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)

b. Each flat will be provided with the following electrical points:

(All switches Preetam Sleek & all board cover Bakelite)

i) Bed room (each)	2 Light points 1 Fan point 1 Plug point (5 Amp.)
ii) Dining/Drawing	3 Light points 1 Fan point 1 Plug point (15 Amp.)
iii) Kitchen	1 Light point 1 Exhaust Fan Point 1 Plug point (15 Amp.)
iv) Toilet	1 Light point 1 Exhaust Fan Point
v) Verandah	1 Light point
vi) W. C. (Toilet)	1 Light point
vii) Entrance	1 Door-bell point

**6. WATER**

Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

7. **PAINTING** : Plaster of Paris inside walls.

8. **OUTSIDE PAINTING** : Snowcem 2 coats painting.

9. **RAILING OF STAIR CASE** : Railing of iron.

10. **STAIR CASE PAINTING** : Plaster of Paris

11. **LIFT** : One MCD (Manual Collapsible Door) lift in each Block.

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ADDITIONAL REGISTRAR  
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THE FOURTH SCHEDULE REFERRED TO :

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.
11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

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ADDITIONAL REGISTRAR  
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28 MAY 2022

**COMMON EXPENSES:**

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.
4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.





ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA

28 MAY 2020

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

SIGNED, SEALED AND DELIVERED  
By the LANDOWNER/FIRST PARTY  
at Kolkata In the presence of:-

1. Sumit Sinha  
S/o. Late Sandip Sinha  
171/B, A.P.C. Road  
P.O. - Shyambazar  
P.S. - Shyampukur  
Pin - 700009

স্বাক্ষর: সন্ধ্যা সিনহা

2. S. Sanyal  
100 P.O. S.M.P.  
Rel 7

LAND OWNER

SIGNED, SEALED AND DELIVERED  
By the DEVELOPER/SECOND PARTY  
at Kolkata In the presence of:-

1. Sumit Sinha

2. S. Sanyal

YELLOWSAND REALESTATE LLP

 Partner

DEVELOPER

Reader explained  
Drafted  
Prepared by:  
as per declaration in  
documents by the parties.  
K.C. Kanwar  
Advocate  
High Court, Calcutta  
WB/8671/83.



ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA

28 MAY 2020

Received from the Developers/Builders a sum of Rs. 11,50,000/- (Rupees Eleven Lakh Fifty Thousand) only as per Memo written hereunder.

**MEMO OF REFUNDABLE SECURITY DEPOSITE:**

By Cheque No. 000054, dated 28.05.2022, drawn on HDFC Bank Ltd, favouring the Land Owner.	Rs. 11,50,000/-
<b>GRAND TOTAL</b>	<b>Rs. 11,50,000/-</b>

(Rupees Eleven Lakh Fifty Thousand) only.

SIGNED, SEALED AND DELIVERED  
By the FIRST PARTY at Kolkata  
In the presence of:-

1. Somit Singh

2. Rey

सवि. ७०१५३२०२०११

\_\_\_\_\_  
SIGNATURE OF THE LAND OWNER  
(FIRST PARTY)





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ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
28 MAY 2020

SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the Executants/Presentants	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
 					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
	 	LEFT HAND			
Little		Ring	Middle	Fore	Thumb
					
RIGHT HAND					
Thumb		Fore	Middle	Ring	Little
					
	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little



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ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA  
28 MAY 2020



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

GRN Details

GRN: 192022230036839681 Payment Mode: Online Payment  
GRN Date: 27/05/2022 16:11:28 Bank/Gateway: HDFC Bank  
BRN : 1805503555 BRN Date: 27/05/2022 16:14:24  
Payment Status: Successful Payment Ref. No: 2001556414/3/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: YELLOWSAND REALESTATE LLP  
Address: AD-169, Sec-1, Salt Lake Kolkata-700064  
Mobile: 9331018602  
Depositor Status: Others  
Query No: 2001556414  
Applicant's Name: Mr Sanjay Gupta  
Identification No: 2001556414/3/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001556414/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	4521 ✓
2	2001556414/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	11521
			<b>Total</b>	<b>16042</b>

IN WORDS: SIXTEEN THOUSAND FORTY TWO ONLY.





## Major Information of the Deed

Deed No :	I-1902-05861/2022	Date of Registration	28/05/2022
Query No / Year	1902-2001556414/2022	Office where deed is registered	
Query Date	25/05/2022 4:44:22 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sanjay Gupta AD-169, Salt Lake City, Sector-I, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9932023029, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 11,50,000/-]		
Set Forth value	Market Value		
	Rs. 25,77,094/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 11,605/- (Article:E, E, B)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri, JI No: 22, Pin Code : 700159

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-288 (RS :-)	LR-3265	Bastu	Shall	5 Katha 12 Chatak 25 Sq Ft		25,77,094/-	Width of Approach Road: 12 Ft.
<b>Grand Total :</b>						<b>0 /-</b>	<b>25,77,094 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>MD ANISUR RAHAMAN</b> Son of Late Enayet Ali Mondal Executed by: Self, Date of Execution: 28/05/2022 , Admitted by: Self, Date of Admission: 28/05/2022 ,Place : Office			
		28/05/2022	LTI 28/05/2022	28/05/2022



Ghuni, Laskar Para, Hatiara, City:- , P.O:- Ghuni, P.S:-New Town, District:-North24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: bfxxxxxx3d, Aadhaar No: 83xxxxxxxx7778, Status :Individual, Executed by: Self, Date of Execution: 28/05/2022 , Admitted by: Self, Date of Admission: 28/05/2022 ,Place : Office

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>YELLOW SAND REALESTATE LLP</b> City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: AAxxxxxx4N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr SANJAY GUPTA (Presentant )</b> Son of Mr Gopal Prasad Gupta Date of Execution - 28/05/2022, , Admitted by: Self, Date of Admission: 28/05/2022, Place of Admission of Execution: Office			
		May 28 2022 12:36PM	LTI 28/05/2022	28/05/2022
Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7Q, Aadhaar No: 70xxxxxxxx7284 Status : Representative, Representative of : YELLOW SAND REALESTATE LLP (as Partner)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SUMIT SINHA</b> Son of Late Sandip Sinha 171/B, APC Road, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004			Sumit Sinha
	28/05/2022	28/05/2022	28/05/2022

Identifier Of MD ANISUR RAHAMAN, Mr SANJAY GUPTA

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	MD ANISUR RAHAMAN	YELLOW SAND REALESTATE LLP-9.54479 Dec





## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri, JI No: 22, Pin Code : 700159

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 288, LR Khatian No:- 3265	Owner:আনিসুর রহমান, Gurdian:এনামেত আলি, Address:নিজ , Classification:শালি, Area:0.09460000 Acre,	MD ANISUR RAHAMAN



On 28-05-2022

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

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

**Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules,1962)**

Presented for registration at 11:17 hrs on 28-05-2022, at the Office of the A.R.A. - II KOLKATA by Mr SANJAY GUPTA

**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 25,77,094/-

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

Execution is admitted on 28/05/2022 by MD ANISUR RAHAMAN, Son of Late Enayet Ali Mondal, Ghuni, Laskar Para, Hatiara, P.O: Ghuni, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Muslim, by Profession Business

Identified by Mr SUMIT SINHA, , Son of Late Sandip Sinha, 171/B, APC Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Private Service

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

Execution is admitted on 28-05-2022 by Mr SANJAY GUPTA, Partner, YELLOWSAND REALESTATE LLP, City:-, P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064

Identified by Mr SUMIT SINHA, , Son of Late Sandip Sinha, 171/B, APC Road, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 11,605/- ( B = Rs 11,500/-, E = Rs 21/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 11,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/05/2022 4:14PM with Govt. Ref. No: 192022230036839681 on 27-05-2022, Amount Rs: 11,521/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1805503555 on 27-05-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 4,521/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 3698, Amount: Rs.500/-, Date of Purchase: 06/05/2022, Vendor name: M Dutta Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/05/2022 4:14PM with Govt. Ref. No: 192022230036839681 on 27-05-2022, Amount Rs: 4,521/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1805503555 on 27-05-2022, Head of Account 0030-02-103-003-02

*502*  
**Satyajit Biswas**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - II KOLKATA**  
**Kolkata, West Bengal**





आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

आयकर खाता नंबर  
 Permanent Account Number Card  
 BFLPR3403D



मो अंसुर राहमान  
 MO ANSUR RAHAMAN

आयकर अधिकारी का नाम  
 EMAYET ALI MONDAL

जन्म तिथि  
 04/10/1972

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

आयकर खाता नंबर  
 Permanent Account Number Card  
 BFLPR3403D



मो अंसुर राहमान  
 Mr. Ansur Rahaman  
 DOB - 04/10/1972  
 Male

8364 4609 7778

मेरा आधार, मेरी पहचान

टिप: अंसुर राहमान



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

आयकर लेखा संख्या कार्ड  
PAN Card Number Card

AACFY2854N



श्री. राज  
YELLOWBANK REALSTATE LLP

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**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT. OF INDIA**

**स्थायी खाता संख्या कार्ड**  
**Permanent Account Number Card**

**ADDPG6327Q**

**ITN Name**  
**SANJAY GUPTA**

**Father's Name**  
**GOPAL PRASAD GUPTA**

**Date of Birth**  
**12/01/1973**

**Signature**



**आयकर विभाग / Income Tax Department**

**स्थायी खाता संख्या कार्ड / Permanent Account Number Card**

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**भारत सरकार**  
**GOVERNMENT OF INDIA**

**आयकर विभाग**  
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**12/01/1973**

**Gender**  
**MALE**

**7089 5093 7284**  
**VID - 9195 9465 4100 0767**

**मेरा आधार, मेरी पहचान**  
**My AADHAAR, My PEHCHAN**




**भारत सरकार**  
**GOVERNMENT OF INDIA**

**आयकर विभाग**  
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**My AADHAAR, My PEHCHAN**




*Handwritten signature in blue ink*







भारत सरकार  
Government of India

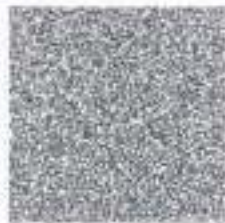
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Unique Identification Authority of India

Enrolment No.: 0647/00025/85102

Download Date: 18/07/2017

To  
Sumit Sinha  
171/B  
ACHARYA PRAFULLA CHANDRA ROAD  
Shyambazar Mal S.O  
Kolkata West Bengal - 700004  
7439501594

Issue Date: 13/07/2017



आपका आधार क्रमांक / Your Aadhaar No. :

**8321 1432 1920**

VID : 9195 6356 5843 4275

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Download Date: 18/07/2017



Sumit Sinha  
Date of Birth/DOB: 21/06/1982  
Male/ MALE

Issue Date: 13/07/2017

**8321 1432 1920**

VID : 9195 6356 5843 4275

मेरा आधार, मेरी पहचान



Government of India



### सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
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- आधार देश भर में मान्य है।
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ROAD, Shyambazar Mal S.O, Kolkata,  
West Bengal - 700004

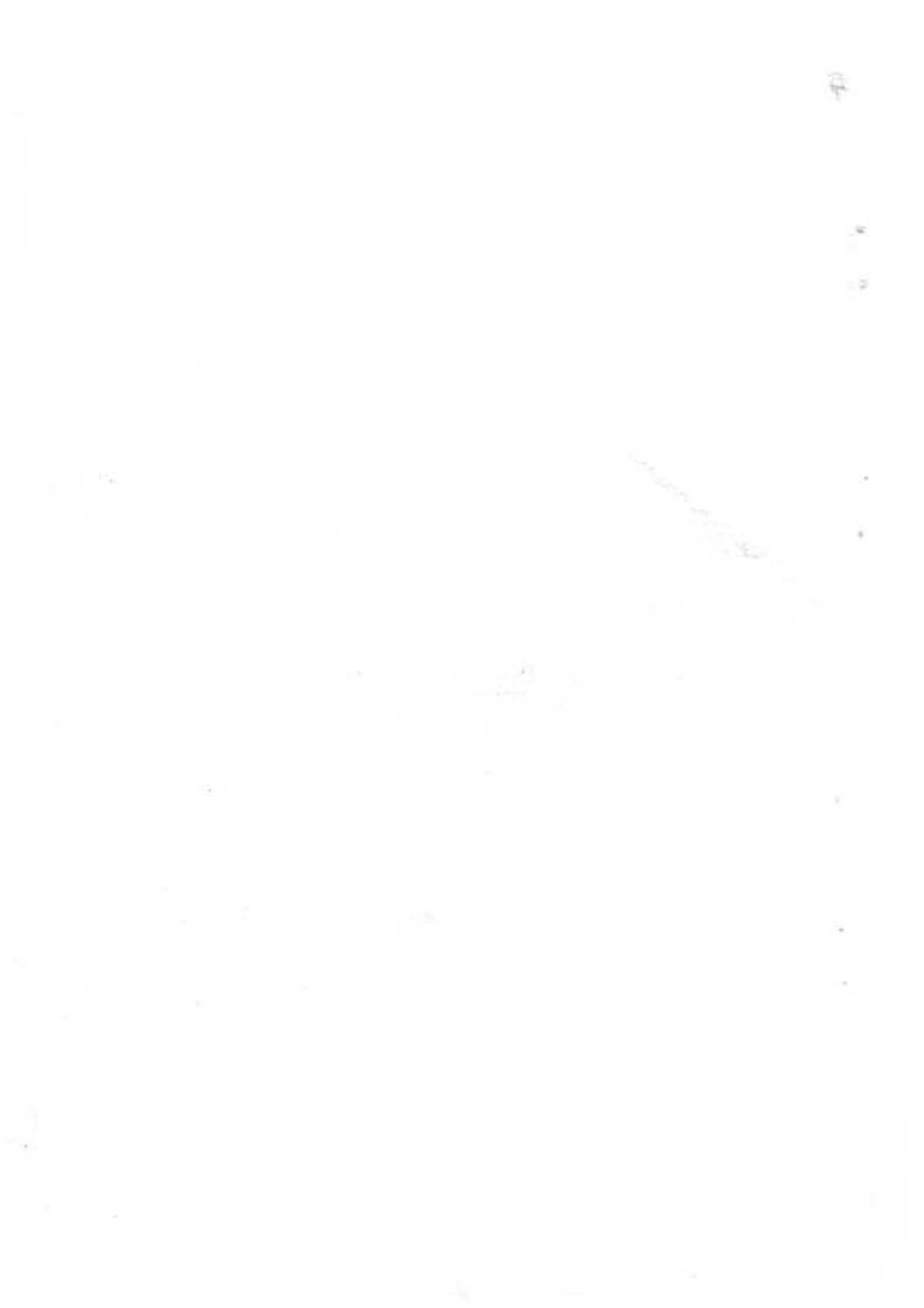


**8321 1432 1920**

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Sumit Sinha







Certificate of Registration under section 60 and Rule 69.

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(Satyajit Biswas) 2022/06/14 03:33:28 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
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