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 29/12/23  
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 1044000/-

Additional Registrar of Assurances-IV, Kolkata

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

Additional Registrar of Assurances-IV, Kolkata

14 JUN 2023

THIS DEVELOPMENT AGREEMENT MADE THIS THE ...14th... DAY OF June....., TWO THOUSAND TWENTY THREE OF THE CHRISTIAN ERA;

BETWEEN

SL. NO. 297 DATE. 05 APR 2023  
NAME.....  
ADD.....  
AMT. 5000=

Yellow sang Realstate LLP  
Ad- 169, Sec - I  
Salt Lake City  
Kd- 700064

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LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



ADDITIONAL REGISTRAR  
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(1) GANESHDHAM PROJECTS LLP (having PAN – AAWFG4324K) (2) GENESIS PLAZA LLP (having PAN – AAWFG4382P) (3) SAINATH APPARTMENT LLP (having PAN – AEKFS1347A) all LLP Partnership Firm within the meaning of the Limited Liability Partnership Act, 2008, all its' registered office at Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, Kolkata – 700 064 all (1) to (3) are represented by a Common Partner namely **MR. SANJAY GUPTA** (having PAN No. **ADRPG6327Q** AND **AADHAAR No. 7089 5093 7284**), son of Sri Gopal Prasad Gupta, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at Dwarka Vedmani, AD – 169, Salt Lake City, Sector – 1, Kolkata – 700 064 and all above are hereinafter jointly referred to and called as the "**LAND OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include all its' Partners and respective Successor or Successor-In-Office, executors, administrators, representatives and assigns) of the **FIRST PART;**

**A N D**

**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: **ADRPG6327Q** 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 First Party has represented to the Developer that :-

A. Sri. Kala Chand Mitra and Sri. Hari Prasad Mitra both sons of Late Akhaya Kumar Mitra had been jointly seized and possessed of under their Dakhali Sattya a piece or parcel of Sali Land measuring 29 Decimals comprised in C.S Dag No. 66 corresponding to R.S as well L.R Dag No. 70, under C.S Khatian No. 121, R.S Khatian No. 127 corresponding to Khanda Khatian No. 291 & 292 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas, having their rights, title and interest as rayoti therein free from all sorts of encumbrances whatsoever

B. While in enjoyment of the aforesaid property, by a Bengali Kobala dated 16.01.1967 duly registered at the office of the Sub-Registrar Cossipore Dum Dum, in Book-1, Volume No. 6, Pages from 163 to 165, Being No. 222 for the year 1967 the said Kala Chand Mitra and Hari Prasad Mitra at the consideration mentioned therein sold, transferred and conveyed out the their aforesaid property measuring 29 decimals, a portion thereof measuring 8 Cottahs

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equivalent to little more or less 13.22 Decimals comprised in part of C.S Dag No. 66 corresponding to R.S as well L.R Dag No. 70, under C.S Khatian No. 121, R.S Khatian No. 127 corresponding to Khanda Khatian Nos. 291 & 292 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas morefully and particularly described in the Schedule therein unto and in favour of one Smt. Mira Das wife of Manohor Das absolutely and forever free from all sorts of encumbrances whatsoever keeping with themselves the remaining portion of the aforesaid land measuring 15.78 decimals a little more or less.

C. Since after the said purchase by dint of the said Bengali Kobala dated 16.01.1967 Being No. 222/1967, the said Smt. Mira Das became absolutely seized and possessed of the said Plot of Land and while being so owned thereof, for her personal necessity by a Bengali Kobala dated 05.08.1986 duly registered at the office of the Sub-Registrar Bidhannagar, North 24 Parganas, recorded in Book-1, Volume No. 120, Pages from 467 to 472, Being No. 6316 for the year 1986 the said Smt. Mira Das at the consideration mentioned therein sold, transferred and conveyed her aforesaid Sali Land measuring 8 Cottahs equivalent to little more or less 13 Decimals comprised in part of C.S Dag No. 66 corresponding to R.S as well L.R Dag No. 70, under C.S Khatian No. 121, R.S Khatian No. 127 corresponding to Khanda Khatian Nos. 291 & 292 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas morefully and particularly in the described in the Schedule therein unto and in favour of one Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh all sons of Late Bata Krishna Ghosh absolutely and forever free from all sorts of encumbrances whatsoever.

D. By another Bengali Kobala dated 16.01.1967 duly registered at the office of the Sub-Registrar Cossipore Dum Dum, in Book-1, Volume No. 3, Pages from 245 to 248, Being No. 223 for the year 1967 the said Kala Chand Mitra and Sri Hari Prasad Mitra at the consideration mentioned therein sold, transferred and conveyed their remaining portion of the aforesaid property measuring 9 Cottahs 2 Chittacks equivalent to little more or less 15.78 decimals comprised in part of C.S Dag No. 66 corresponding to R.S as well L.R Dag No. 70, under C.S Khatian No. 121, R.S Khatian No. 127 corresponding to Khanda Khatian Nos. 291 & 292 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas morefully and particularly in the described in the Schedule therein unto and in favour of one Smt. Asha Lata Manna wife of Sankar Kumar Manna absolutely and forever free from all sorts of encumbrances whatsoever.

E. Since after the said purchase by dint of the said Bengali Kobala dated 16.01.1967 Being No. 223/1967, the said Smt. Asha Lata Manna became absolutely seized and possessed of the said Portion of Land measuring more or less 16 decimals, and while being so owned thereof, for her personal necessity by a Bengali Kobala dated 05.08.1986 duly registered at the office of the Sub-



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Registrar Bidhannagar, North 24 Parganas, recorded in Book-1, Volume No. 120, Pages from 473 to 478, Being No. 6317 for the year 1986 the said Smt. Asha Lata Manna at the consideration mentioned therein sold, transferred and conveyed her aforesaid Sali Land measuring a little more or less 16 decimals comprised in part of C.S Dag No. 66 corresponding to R.S as well L.R Dag No. 70 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas morefully and particularly in the described in the Schedule therein unto and in favour of one Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh all sons of Late Bata Krishna Ghosh absolutely and forever free from all sorts of encumbrances whatsoever.

F. In the manners of aforesaid purchase by dint of the said Two Deed of Conveyances Being Nos. 6316 & 6317 both for the year 1986, the said Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh became jointly seized and possessed of the entire Sali Land measuring 29 decimals comprised in R.S/L.R Dag No. 70 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas as the absolute joint owners thereof; And while in enjoyment thereof by an Indenture dated 01.08.2003 duly registered at the office of the ADSR Bidhannagar, North 24 Parganas, in Book-1, Volume No. 509, pages from 73 to 85, Being No. 08997 for the year 2003 and at the consideration mentioned therein the said Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh jointly therein called as the vendors sold, transferred and conveyed a small portion of their said land measuring 1 decimal a little more or less comprised in R.S/L.R Dag No. 70 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas morefully described in the Schedule therein unto and in favour of "HARIYANA SHIKSHA KENDRA" the purchaser therein and keeping with themselves the remaining portion of the aforesaid Sali Land measuring 28 decimals be the same a little more or less comprised in part of R.S/L.R Dag No. 70 at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas.

G. Equally on 01.08.2003 by an Indenture duly registered at the said ADSRO Bidhannagar, North 24 Parganas recorded in Book-1, Volume No. 509, pages from 96 to 109, Being No. 08999 for the year 2003 the said Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh jointly therein called as the purchasers at the consideration mentioned therein absolutely purchased free from all encumbrances whatsoever, a little portion of danga land measuring 1 decimal be the same a little more or less comprised in part of R.S/L.R Dag No. 60, at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas morefully and particularly described in the Schedule therein from said "HARIYANA SHIKSHA KENDRA" therein called and referred to as the vendor.



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H. In the manners of aforesaid purchase by dint of the said three Deed of Conveyances Being Nos. 6316 & 6317 both for the year 1986 and also 08999 for the year 2003 and subsequently after sale of little portion measuring 1 decimal of Sali Land in part of R.S./L.R Dag No. 70 to Hariyana Shiksha Kendra, the said Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh became jointly seized and possessed of the Sali Land measuring 28 decimals comprised in R.S./L.R Dag No. 70 togetherwith an adjacent small portion of Danga Land measuring 1 decimal comprised in part of R.S./L.R Dag No. 60, all lying and situated at Mouza : Kalaberia, P.S.: Rajarhat, District : North 24 Parganas as the absolute joint owners thereof;

I. While in jointly seized and possessed of the aforesaid properties, for the purpose each of their individual use and enjoyment the said Sri Kali Prasad Ghosh, Sri Prabhat Kumar Ghosh & Sri Kiran Chandra Ghosh mutually amongst themselves divided and demarcated each of their possessed portions of the aforesaid properties and accordingly each of them became seized and possessed of each of their demarcated portion of Sali Land measuring area about 9.333 decimals comprised in R.S./L.R Dag No. 70 alongwith 0.333 decimal comprised in R.S./L.R Dag No. 60 without being interrupted by or from each other and also from any person whomsoever and any corner whatever and; And their names have been severally recorded in Land and Revenue Settlement Department, North 24 Parganas, Government of West Bengal in the manner such as name of Kali Prasad Ghosh has been recorded under L.R Khatian No. 86 and Prabhat Kumar Ghosh has been recorded under L.R Khatian No. 228 and Kiran Chandra Ghosh has been recorded under L.R Khatian No. 88; AND while in enjoyment thereof the said Prabhat Kumar Ghosh died intestate survived by his widow Smt. Kakoli Ghosh only daughter Ms. Jayeeta Ghosh and only son Prakash Ghosh as his only legal successors and those who according to Law of Hindu Succession became jointly entitled to all the assets and properties including of the aforesaid portion of a Sali Land measuring 9.333 decimals comprised in part of R.S./L.R Dag No. 70 alongwith 0.333 decimal of adjacent Danga Land comprised in part of R.S./L.R Dag No. 60 total admeasuring 9.666 decimal at Mouza : Kalaberia, J.L. No.30, P.S.: Rajarhat, North 24 Parganas left by said Prabhat Kumar Ghosh since deceased.

J. By an Indenture dated 11.03.2022 duly registered at the office of the A.D.S.R New Town, Rajarhat, in Book-1, Volume No. 1523-2022, Pages from 202147 to 202178, Being No. 04698 for the year 2022 the said Smt. Kakoli Ghosh, Ms. Jayeeta Ghosh and Prakash Ghosh being the owners thereof therein referred to and called at the vendors at the consideration mentioned therein sold, transferred and conveyed all that piece or parcel of land measuring area about 9.666 decimals out of which 9.333 decimal comprised in part of R.S./L.R Dag No. 70 and 0.333 decimal comprised in part of R.S./L.R Dag No. 60



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under L.R Khatian No. 228 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas morefully and particularly described in the Second Schedule therein out of the aforesaid total Ejmali Land described in the First Schedule therein delineated in a Map or Plan bordered in RED color annexed thereto free from all sorts of encumbrances whatsoever unto and in favour of Ganeshdham Projects LLP the Land-Owner in Sl. No. (1) herein therein referred to as the Purchaser.

K. By dint of the aforesaid Indenture Being No. 04698/2022 the First Party in Sl. No. (1) herein is absolutely seized and possessed of **All That Land total 9.666 decimals** out of which 9.333 decimal comprised in part of R.S/L.R Dag No. 70 and 0.333 decimal comprised in part of R.S/L.R Dag No. 60 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas, as the absolute rayoti owner under the Government of West Bengal; And it's name has been mutated and recorded under under L.R Khatian No. 1800.

L. Subsequently the said Kali Prasad Ghosh died intestate survived by his widow Smt. Rina Ghosh and only son Debasish Ghosh as his only legal successors and those who according to Law of Hindu Succession became jointly entitled to all the assets and properties including of the aforesaid portion of a Sali Land measuring 9.333 decimals comprised in part of R.S/L.R Dag No. 70 alongwith 0.333 decimal of adjacent Danga Land comprised in part of R.S/L.R Dag No. 60 total admeasuring 9.666 decimal at Mouza : Kalaberia, J.L. No.30, P.S.: Rajarhat, North 24 Parganas left by said Kali Prasad Ghosh since deceased; AND while in enjoyment thereof By an Indenture dated 11.03.2022 duly registered at the office of the A.D.S.R New Town, Rajarhat, in Book-1, Volume No. 1523-2022, Pages from 202179 to 202208, Being No. 04699 for the year 2022 the said Smt. Rina Ghosh and Debasish Ghosh being the owners thereof therein referred to and called at the vendors at the consideration mentioned therein sold, transferred and conveyed all that piece or parcel of land measuring area about 9.666 decimals out of which 9.333 decimal comprised in part of R.S/L.R Dag No. 70 and 0.333 decimal comprised in part of R.S/L.R Dag No. 60 under L.R Khatian No. 86 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas morefully and particularly described in the Second Schedule therein out of the aforesaid total Ejmali Land described in the First Schedule therein delineated in a Map or Plan bordered in RED color annexed thereto free from all sorts of encumbrances whatsoever unto and in favour of Genesis Plaza LLP the Land-Owner in Sl. No. (2) herein therein referred to as the Purchaser.





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L. By dint of the aforesaid Indenture Being No. 04699/2022 the First Party in Sl. No. (2) herein is absolutely seized and possessed of **All That Land total 9.666** decimals out of which 9.333 decimal comprised in part of R.S/L.R Dag No. 70 and 0.333 decimal comprised in part of R.S/L.R Dag No. 60 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas, as the absolute rayoti owner under the Government of West Bengal; And it's name has been mutated and recorded under under L.R Khatian No. 1816.

M. By an Indenture dated 11.03.2022 duly registered at the office of the A.D.S.R New Town, Rajarhat, in Book-1, Volume No. 1523-2022, Pages from 202209 to 202237, Being No. 04700 for the year 2022 the said Sri. Kiran Chandra Ghosh being the owner thereof therein referred to and called at the vendor at the consideration mentioned therein sold, transferred and conveyed all that piece or parcel of land measuring area about 9.668 decimals out of which 9.334 decimal comprised in part of R.S/L.R Dag No. 70 and 0.334 decimal comprised in part of R.S/L.R Dag No. 60 under L.R Khatian No. 88 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas morefully and particularly described in the Second Schedule therein out of the aforesaid total Ejmali Land described in the First Schedule therein delineated in a Map or Plan bordered in RED color annexed thereto free from all sorts of encumbrances whatsoever unto and in favour of Sainath Appartment LLP the Land-Owner in Sl. No. (3) herein therein referred to as the Purchaser.

N. By dint of the aforesaid Indenture Being No. 04700/2022 the First Party in Sl. No. (3) herein is absolutely seized and possessed of **All That Land total 9.668** decimals out of which 9.334 decimal comprised in part of R.S/L.R Dag No. 70 and 0.334 decimal comprised in part of R.S/L.R Dag No. 60 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas, as the absolute rayoti owner under the Government of West Bengal; And it's name has been mutated and recorded under under L.R Khatian No. 1815.

O. By dint of the aforesaid three Indenture Being Nos. 04698, 04699 & 04700 all for the year 2022 the Parties in First Part herein are absolutely seized and possessed of **All That Land total 29** decimals out of which 28 decimal comprised in part of R.S/L.R Dag No. 70 and 1 decimal comprised in part of R.S/L.R Dag No. 60 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District : North 24 Parganas, morefully described in the First

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Schedule hereunder written as the absolute Rayoti Owners under the Government of West Bengal under L.R Khatian Nos. 1800, 1816 & 1815 and which is free from any charge, claim, demand, mortgage, attachment, liens, lispendences, suits, injunctions etc. viz. a viz. free from all sorts of encumbrances whatsoever and the First Party herein are in well enjoyment thereof without being interrupted by any person whomsoever and or by or from any corner whatever.

AND WHEREAS the Owners herein have severally converted the nature and character of each of their portion in the land under the First Schedule and obtained the Conversion Orders from Sali to Housing Complex for the purpose of constructing a Housing Complex from the B.L. & L.R.O Rajarhat vide respective Order Memo No. CON/44/BL&LRO/RAJ/23 Dt. 24.02.2023 in Conversion Case No. CN/2023/1507/55 and Order Memo No. CON/43/BL&LRO/RAJ/23 Dt. 24.02.2023 in Conversion Case No. CN/2023/1507/53 and Order Memo No. CON/52/BL&LRO/RAJ/23 Dt. 27.02.2023 in Conversion Case No. CN/2023/1507/54 respectively.

AND WHEREAS the Owner/s herein are desirous of development and construction of multi-storied building/s comprised of self-contained modern flats on ownership basis with car parking spaces on their **SAID LAND** under the **FIRST SCHEDULE** by or through a reputed Developer having vast experience and working in the same locality.

AND WHEREAS the Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Enclave for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and as such the developer herein have acquired some landed properties in the said locality by way of Joint Venture Agreement and also has negotiated with some others land owners of some other plots beside and surroundings the plots hereunder the First Schedule for development and construction of a Housing Enclave comprised of several numbers of buildings in the locality.

AND WHEREAS having knowledge of the Developer's such intention for development and construction of the aforesaid Housing Enclave by the Developer in the same locality the owner/s herein has approached the Developer to develop their aforesaid land **admeasuring total 29 decimals out of which 28 decimal comprised in part of R.S/L.R Dag No. 70 and 1 decimal comprised in part of R.S/L.R Dag No. 60 under L.R Khatian Nos. 1800, 1816 & 1815 lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District : North 24 Parganas**, morefully described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "SAID LAND"/"SAID PROPERTY"; and having been approached by the owner/s herein in respect of her

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aforesaid proposal and also relying on the representations made hereto by the Owner/s herein to be true, the Developer hereto has agreed with the Owner/s for developing their Said Land under the First Schedule by way of construction of multi-storied R.C.C. framed super structural building/s consists with self-contained residential flats, car parking spaces, shops and others on an upon the Property under the First Schedule hereto including other adjacent plots of land by amalgamating all the plots acquired and or so may be acquired by the Developer herein and as per drawing plan and specifications so to be prepared by the Developer and signed by the owner/s and sanctioned by the competent authorities and in conformity with the said details of construction hereunder and subject to the terms and conditions hereinafter stated.

**The Owners' Representations:**

i) That the First Party herein are seized and possessed of and or well and sufficiently entitle to their 'Said Property' under First Schedule hereto 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 whatsoever;

ii) That the Owner/s has/have clear and marketable rights, title and interest in respect of the 'Said Property' 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 Land or the 'Said Property' under the First Schedule hereto in any way at 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/Said Property' and also to enter into this agreement with the Developer hereto;

iii) That the Said Property 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 severally nor jointly received any notice from any authority or authorities effecting the Owners' Property described in the First Schedule written hereunder and or any part or portion thereof;

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

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Wealth Tax and/or Estate Duty Authorities and under any Court Order or under 'SARFAESI'.

- v) That there is no Tenant existing 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 within the 'Said Property' under the First Schedule with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, and subsequent Amendment made thereto.

AND WHEREAS having knowledge of the Developer's such intention of development and construction of the aforesaid Housing Enclave by the Developer in the same locality the owner/s herein has approached the Developer to acquire her Said Property under the First Schedule hereto for Development and Construction of a Housing Enclave; and having been approached by the owner/s herein in respect of her aforesaid proposal and also relying on the representations made hereto by the Owner/s herein to be true, the Developer hereto has agreed with the Owner/s for acquiring her plot of the land under the First Schedule in the said proposed pool of Development of the proposed Housing Enclave by way of construction of multi-storied R.C.C. framed super structural buildings consists with various numbers of self-contained residential flats, car parking spaces, shops and others and also amongst common facilities a Club on an upon their Property under the First Schedule hereto including other adjacent plots of land if any acquired and or so may be acquired by the developer herein by amalgamating all such plots and as per drawing plan and specifications so to be prepared by the Developer and signed by the owner/s and sanctioned by the competent authorities and in conformity with the details of construction mentioned hereunder and subject to the terms and conditions hereinafter stated.

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.



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**"THE OWNER/S"** shall mean the person/s **GANESHDHAM PROJECTS LLP, GENESIS PLAZA LLP & SAINATH APPARTMENT LLP**, referred to as the Parties in FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND" described in "First Schedule" hereunder.

**"SAID LAND"/"SAID PROPERTY"** shall mean All That Land total 29 decimals out of which 28 decimal comprised in part of R.S/L.R Dag No. 70 and 1 decimal comprised in part of R.S/L.R Dag No. 60, at present severally recorded in the names of the respective owner under L.R. Khatian Nos. 1800, 1816 & 1815, lying and situated at Mouza : Kalaberia, J.L. No. 30, Touzi No. 173 at present 10, Police Station: Rajarhat, Rajarhat-Bishnupur No.1 Gram Panchayet, District: North 24 Parganas morefully and particularly 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 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.

**"BUILDING / BUILDINGS"** shall mean multi-storied building or buildings under two or more Blocks namely **BLOCK-A, BLOCK-B, BLOCK-C** and onwards as shall be constructed in finished and habitable condition by the Developer confirming to the Sanctioned Plan or Revise Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Competent Authorities such as Local Panchayet, Zilla Parisad and / or by other Authority 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 multi-storied building/s proposed to be constructed on the "Said Land" OR a composite Plans showing several multi-storied buildings on the said "Amalgamated Land" and or "Amalgamated Property" as shall be prepared and submitted by the Developer at it's sole discretions and own costs And be sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and/or by other Authority if

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FOR TRANSACTIONS, MADHYA PRADESH  
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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.

**"LAND OWNERS' ALLOCATION"** shall mean that the owners' herein shall be entitle to get 35% (Thirty Five 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 35% 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".

**FORCE MAJURE:-** Shall mean any natural calamities such as floods, earth quake, riots, pandemic situations, 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.



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**TAX LIABILITIES:-** The Landowner/s shall liable to pay the cost and expenses for necessary updation of the Records and Conversion of the nature and character of the property under the First Schedule hereto and also shall liable to pay arrear dues of rents and taxes if so shall be payable to Gram Panchayet, B.L. & L.R.O. Rajarhat and other statutory tax and outgoings liability till the period of necessary updation of the Records and Conversion are made and also the liability of payment of apportioned shares of tax in respect of her Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

**"DEVELOPER'S ALLOCATION"** shall means, save and except the said "Owners' Allocation" and the common areas, all the residue flats, floors, parking places, shops and other portions of the said proposed Building or Buildings togetherwith undivided proportionate residue shares of the Said Land hereunder the First Schedule as defined above exclusively allocable to the Developer.

**"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.

**"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

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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 Owners 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 hereby his/her/their free consent and hereby given unfettered 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 then it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan or in other way permissible by the Appropriate Authority at the Developer's own cost and expenses and by

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paying necessary Fees and or Fine as shall be requisite by the concerned Authorities. The Owner 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 "Owner's 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 necessary corrections and or updation is made in the Land Settlement Records, the owner/s shall be entitle to get 35% (Thirty Five 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 Owners' Said Demised Land under the First Schedule and the said 35% 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 the Second Schedule hereunder written and as described hereinabove as "Owners' 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 "Owners' Allocable Area" described in 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 and appurtenances in connection to the said Owners' Allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' 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/s 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

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the aforesaid 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 "Owners' 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 Owners 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 Owners' 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/ Developer/ Builder 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 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 shall pay and deposit with the Land Owners a sum of **Rs. 36,00,000/- (Rupees Thirty Six Lakhs)** only by and way of interest free Refundable Security Deposit and out of which the Developer have paid and deposited with the Landowners a sum of **Rs. 3,00,000/- (Rupees Three Lakh)** only on execution of this Agreement; And the balance sum of **Rs. 33,00,000/- (Rupees Thirty Three Lakhs)** only shall be paid by the Developer within 3 (three) months after the execution of Development Agreement.



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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, 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 "Owners' Allocations" in the proposed building/s within 48 (forty-eight) 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 Developer's 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 deliver the "Owners' Allocations" within the time stipulated hereto, then the Developer shall be liable and responsible to pay to the Owners herein, a sum of Rs. 10,000/- per month as pre-settled liquidate damages and or delayed charges whatsoever and payable till delivery of the "Owners' Allocations" are made by the Developer.

6. The said "Owners' 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 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 Sanction Plan till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owner/s.

7. Other than the said owners' 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

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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 self-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.

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 owners' 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 Owners shall not be liable/responsible in any manner whatsoever regarding the construction materials used by the Developer.





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10. The Owners 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, 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 owners shall sign all the papers and execute documents in connection to 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 Owners 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



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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 "Owners' 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 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 remained 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 expressively mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owners' 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

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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 entitle 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 entitle 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 General 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 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 owner 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 statue 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 Owners' Allocation to the Landowner/s by the Developer so as the Developer and or it's 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



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

23. THE LANDOWNERS 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.



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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.

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 Owner.

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

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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 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 be 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 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 its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owner's 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 deposits 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

Continue.....



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REGISTRAR  
COMPANIES, KOLKATA  
14 JUN 2023



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 Owners' 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 "Landowners' Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the 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.



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REGISTRAR  
COMPANIES, KOLKATA  
14 JUN 2023

32. 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.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

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

**ALL THAT DEMARCATED LAND total admeasuring 29 decimals** out of which 28 decimal comprised in part of R.S/L.R Dag No. 70 and 1 decimal comprised in part of R.S/L.R Dag No. 60, under L.R Khatian Nos. 86, 228 & 88 at present severally recorded in the names of the respective owner under L.R. Khatian Nos. 1800, 1816 & 1815, lying and situated at **MOUZA : KALABERIA, J.L. No. 30, Touzi No. 173** at present 10, with common easement rights on and over the Common Passages and all others rights, properties, benefits, easements and appurtenances in connection thereto, **Post Office & Police Station: Rajarhat, within the ambit of the B.L. & L.R.O. Rajarhat, under Rajarhat-Bishnupur Gram Panchayet-I, Sub-Ragistration Office: Additional District Sub-Registrar: Rajarhat, New Town, District: North 24 Parganas.** The said Property is butted and bounded as follows:

- ON THE NORTH : By Land in R.S/L.R Dag Nos. 72 & 73 ;
- ON THE SOUTH : By partly 14 feet wide kuncha common passage & partly by land in R.S/L.R Dag No. 60;
- ON THE EAST : By Land in R.S/L.R Dag Nos. 69 & 74 ;
- ON THE WEST : By partly 14 feet wide kuncha common passage & partly by land in R.S/L.R Dag No. 71 ;

**THE SECOND SCHEDULE REFERRED TO ABOVE :**

(The Said Owners' Allocable portions)

**(Part - I)**

**ALL THAT** 35% (Thirty Five 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

Continue.....



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ADDITIONAL REGISTRAR  
INSURANCE COMPANIES  
14 JUN 2023



the front and back portion in the building/s so to be constructed by the Developer on and upon the Owners' said Demised Land under the First Schedule; and the said 35% sanction area in respect of and to the extent of proposed multi-storied building/s allocable to the owners 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.

**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 areas in the new buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owners' 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 Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputra ply or any other co. of the same rate) main door and all other doors thickness 32 mm fitted with mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock. All windows would be made of Alluminium two track sliding 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

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ADDITIONAL REGISTRAR  
OF ASSURANCE IV, KUALA LUMPUR  
14 JUN 2023

finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with glazed tiles in 72" height. Roof would be finished with roof tiles.

**3. SANITARY & PLUMBING**

Standard Toilet would be provided with C.P. Shower, one commodes with concealed cistern. (All taps & C.P. fittings of Jaquar/Parryware/Hindware Co.) There would be concealed line and geyser line. There would be only one basin in each flat.

**4. KITCHEN**

One Black Granite platform, one sink, floors would be finished with (12" X 12") floor tiles and 3'-0" 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 modular switches)

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** : Putty inside walls.

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

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



ADDITIONAL REGISTRAR  
OF COMPANIES IN KOLKATA  
14 JUN 2023



10. **STAIR CASE PAINTING** : Putty with Plastic Paint.
11. **LIFT** : One Automatic Door Lift in each Block.

**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

Continue.....



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ADDITIONAL REGISTRAR  
OF ASSURANCES - IV, KOLKATA  
14 JUN 2023

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.

**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 up-keepment of the same.



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ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
14 JUN 2023

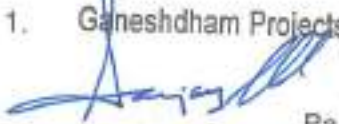


IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

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

1. Arpam Chatterboroty  
S/o. Tapam Chatterboroty  
H. B Road,  
P.O + P.S - Nimta,  
KOL - 700049.

2. Shibaji Roy  
Nandarama  
K.D. 700136

1. Ganeshdham Projects LLP  
  
Partner

2. Genesis Plaza LLP  
  
Partner

3. Sainath Appartment LLP  
  
Partner

---

LANDOWNERS

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

1. Arpam Chatterboroty

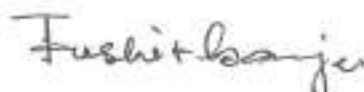
2. Shibaji Roy

ELLOWSAND REALESTATE LLP  
  
Partner

---

DEVELOPER

Drafted by:



TUSHIT KUMAR BANERJEE  
Advocate  
Barasat Judges Court  
Enrolment No. WB-794/98

Continue.....



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ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
14 JUN 2023

Received from the Developer/Builder a sum of Rs. 3,00,000/- (Rupees Three Lakh) only out of the total refundable Security Deposit amount of Rs. 36,00,000/- (Rupees Thirty Six Lakh) only as per Memo written hereunder.

**MEMO OF REFUNDABLE SECURITY DEPOSITE:**

a)	Paid by Cheque No. 000226, dated 05.06.2023 drawn on HDFC Bank Ltd, in Sale Lake Branch, favouring the Land Owner in Sl. No. 1.	Rs. 1,00,000/-
b)	Paid by Cheque No. 000227, dated 05.06.2023 drawn on HDFC Bank Ltd, in Sale Lake Branch, favouring the Land Owner in Sl. No. 2.	Rs. 1,00,000/-
c)	Paid by Cheque No. 000228, dated 05.06.2023 drawn on HDFC Bank Ltd, in Sale Lake Branch, favouring the Land Owner in Sl. No. 3.	Rs. 1,00,000/-
<b>GRAND TOTAL</b>		<b>Rs. 3,00,000/-</b>

**(Rupees Three Lakh only)**

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

1. *Arpan Chakraborty*

2. *S. S. Roy*

1. Ganeshdham Projects LLP  
  
Partner

2. Genesis Plaza LLP  
  
Partner

3. Sainath Appartment LLP  
  
Partner

**SIGNATURE OF THE LAND OWNERS  
(FIRST PART)**













Continue.....



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
14 JUN 2023



## 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 ASSURANCES-IV, KOLKATA  
14 JUN 2023

SITE PLAN OF LAND OF R.S/L.R. DAG NOS. 60 (P) & 70 (P), MOUZA - KALABERIA, J.L NO - 30 L.R. KHATIAN NOS. 1800, 1815 & 1816, POLICE STATION: RAJARHAT, UNDER RAJARHAT BISHNUPUR NO.1 GRAM PANCHAYET, DISTRICT: NORTH 24 PARGANAS.

LAND OWNERS :-  
 GANESHDHAM PROJECT LLP  
 GENESIS PLAZA LLP  
 SAINATH APPARTMENT

LAND UNDER DEVELOPMENT AGREEMENT  
 AREA OF LAND 29 DECIMAL

DEVELOPER :-  
 YELLOWSAND REALESTATE LLP

AREA OF LAND 29 DECIMAL



Ganeshdham Projects LLP  
 Partner

Genesis Plaza LLP  
 Partner

Sainath Appartment LLP  
 Partner

YELLOWSAND REALESTATE  
 Partner



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ADDITIONAL REGISTRAR  
OF ASSURANCES  
KOLKATA  
-19 JUN 2023





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



192023240096294951

GRN Details

GRN:	192023240096294951	Payment Mode:	Online Payment
GRN Date:	13/06/2023 17:29:20	Bank/Gateway:	HDFC Bank
BRN :	51616250	BRN Date:	13/06/2023 17:30:45
GRIPS Payment ID:	130620232009629494	Payment Init. Date:	13/06/2023 17:29:20
Payment Status:	Successful	Payment Ref. No:	2001432632/2/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	YELLOW SAND REALESTATE LLP
Address:	AD169 SALT LAKE SECTOR KOLKATA, West Bengal, 700064
Mobile:	9831721222
Depositor Status:	Others
Query No:	2001432632
Applicant's Name:	Mr Sanjay Gupta
Identification No:	2001432632/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	13/06/2023
Period To (dd/mm/yyyy):	13/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001432632/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	19521
2	2001432632/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	3021
<b>Total</b>				<b>22542</b>

IN WORDS: TWENTY TWO THOUSAND FIVE HUNDRED FORTY TWO ONLY.



## Major Information of the Deed

Deed No :	I-1904-08342/2023	Date of Registration	14/06/2023
Query No / Year	1904-2001432632/2023	Office where deed is registered	
Query Date	04/06/2023 11:53:47 AM	A.R.A. - IV 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 : 3,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,04,40,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 3,105/- (Article:E, E, B)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Kalaberia, JI No: 30, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-70 (RS :-)	LR-1800	Bastu	Shali	9 Dec		32,40,000/-	Width of Approach Road: 14 Ft.,
L2	LR-70 (RS :-)	LR-1816	Bastu	Shali	9 Dec		32,40,000/-	Width of Approach Road: 14 Ft.,
L3	LR-70 (RS :-)	LR-1815	Bastu	Shali	10 Dec		36,00,000/-	Width of Approach Road: 14 Ft.,
L4	LR-60 (RS :-)	LR-1800	Bastu	Shali	0.33 Dec		1,18,800/-	Width of Approach Road: 14 Ft.,
L5	LR-60 (RS :-)	LR-1816	Bastu	Shali	0.33 Dec		1,18,800/-	Width of Approach Road: 14 Ft.,
L6	LR-60 (RS :-)	LR-1815	Bastu	Shali	0.34 Dec		1,22,400/-	Width of Approach Road: 14 Ft.,
		<b>TOTAL :</b>			<b>29Dec</b>	<b>0 /-</b>	<b>104,40,000 /-</b>	
		<b>Grand Total :</b>			<b>29Dec</b>	<b>0 /-</b>	<b>104,40,000 /-</b>	
















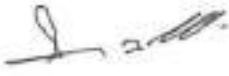


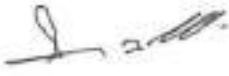


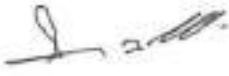
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>GANESHDHAM PROJECTS LLP</b> Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: aaxxxxxx4k,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>GENESIS PLAZA LLP</b> Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: aaxxxxxx2p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>SAINATH APPARTMENT LLP</b> Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700064 , PAN No.:: aexxxxxx7a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>YELLOW SAND REALESTATE LLP</b> 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 , 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	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr SANJAY GUPTA</b>                      Son of Mr Gopal Prasad Gupta                      Date of Execution -                      14/06/2023, , Admitted by:                      Self, Date of Admission:                      14/06/2023, Place of                      Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td></td> <td>Jun 14 2023 3:11PM</td> <td>LTI 14/06/2023</td> <td>14/06/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr SANJAY GUPTA</b> Son of Mr Gopal Prasad Gupta Date of Execution - 14/06/2023, , Admitted by: Self, Date of Admission: 14/06/2023, Place of Admission of Execution: Office					Jun 14 2023 3:11PM	LTI 14/06/2023	14/06/2023	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 : GANESHDHAM PROJECTS LLP (as Partner), GENESIS PLAZA LLP (as Partner), SAINATH APPARTMENT LLP (as Partner)		
Name	Photo	Finger Print	Signature													
<b>Mr SANJAY GUPTA</b> Son of Mr Gopal Prasad Gupta Date of Execution - 14/06/2023, , Admitted by: Self, Date of Admission: 14/06/2023, Place of Admission of Execution: Office																
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<b>Mr SANJAY GUPTA (Presentant)</b> Son of Mr Gopal Prasad Gupta Date of Execution - 14/06/2023, , Admitted by: Self, Date of Admission: 14/06/2023, Place of Admission of Execution: Office																
	Jun 14 2023 3:12PM	LTI 14/06/2023	14/06/2023													



, Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, City:- Kolkata, 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 : YELLOWSAND REALESTATE LLP (as Partner)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr ARPAN CHAKRABORTY</b> Son of Mr Tapan Chakraborty Lakhi Narayan Pally, City:- , P.O:- Nimta, P.S:-Nimta, District:-North 24-Parganas, West Bengal, India, PIN:- 700049			
	14/06/2023	14/06/2023	14/06/2023
Identifier Of Mr SANJAY GUPTA, Mr SANJAY GUPTA			





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GANESHDHAM PROJECTS LLP	YELLOW SAND REALESTATE LLP-3 Dec
2	GENESIS PLAZA LLP	YELLOW SAND REALESTATE LLP-3 Dec
3	SAINATH APPARTMENT LLP	YELLOW SAND REALESTATE LLP-3 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	GANESHDHAM PROJECTS LLP	YELLOW SAND REALESTATE LLP-3 Dec
2	GENESIS PLAZA LLP	YELLOW SAND REALESTATE LLP-3 Dec
3	SAINATH APPARTMENT LLP	YELLOW SAND REALESTATE LLP-3 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	GANESHDHAM PROJECTS LLP	YELLOW SAND REALESTATE LLP-3.33333 Dec
2	GENESIS PLAZA LLP	YELLOW SAND REALESTATE LLP-3.33333 Dec
3	SAINATH APPARTMENT LLP	YELLOW SAND REALESTATE LLP-3.33333 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	GANESHDHAM PROJECTS LLP	YELLOW SAND REALESTATE LLP-0.11 Dec
2	GENESIS PLAZA LLP	YELLOW SAND REALESTATE LLP-0.11 Dec
3	SAINATH APPARTMENT LLP	YELLOW SAND REALESTATE LLP-0.11 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	GANESHDHAM PROJECTS LLP	YELLOW SAND REALESTATE LLP-0.11 Dec
2	GENESIS PLAZA LLP	YELLOW SAND REALESTATE LLP-0.11 Dec
3	SAINATH APPARTMENT LLP	YELLOW SAND REALESTATE LLP-0.11 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	GANESHDHAM PROJECTS LLP	YELLOW SAND REALESTATE LLP-0.113333 Dec
2	GENESIS PLAZA LLP	YELLOW SAND REALESTATE LLP-0.113333 Dec
3	SAINATH APPARTMENT LLP	YELLOW SAND REALESTATE LLP-0.113333 Dec



## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Kalaberia, JI No: 30, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 70, LR Khatian No:- 1800	Owner:গণেশধাম প্রজেক্টস এল এল পি, Gurdian:পঙ্কে পার্টনার, Address:নিজ , Classification:শালি, Area:0.09000000 Acre,	GANESHDHAM PROJECTS LLP
L2	LR Plot No:- 70, LR Khatian No:- 1816	Owner:জেনেসিস প্লাজা এল এল পি, Gurdian:পঙ্কে পার্টনার, Address:নিজ , Classification:শালি, Area:0.09000000 Acre,	GENESIS PLAZA LLP
L3	LR Plot No:- 70, LR Khatian No:- 1815	Owner:সইনাথ অ্যাপার্টমেন্ট এলএলপি, Gurdian:পঙ্কে পার্টনার, Address:নিজ , Classification:শালি, Area:0.10000000 Acre,	SAINATH APPARTMENT LLP
L4	LR Plot No:- 60, LR Khatian No:- 1800	Owner:গণেশধাম প্রজেক্টস এল এল পি, Gurdian:পঙ্কে পার্টনার, Address:নিজ , Classification:ডাঙ্গা,	GANESHDHAM PROJECTS LLP
L5	LR Plot No:- 60, LR Khatian No:- 1816	Owner:জেনেসিস প্লাজা এল এল পি, Gurdian:পঙ্কে পার্টনার, Address:নিজ , Classification:ডাঙ্গা, Area:0.01000000 Acre,	GENESIS PLAZA LLP
L6	LR Plot No:- 60, LR Khatian No:- 1815	Owner:সইনাথ অ্যাপার্টমেন্ট এলএলপি, Gurdian:পঙ্কে পার্টনার, Address:নিজ , Classification:ডাঙ্গা,	SAINATH APPARTMENT LLP





On 14-06-2023

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

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

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12:16 hrs on 14-06-2023, at the Office of the A.R.A. - IV 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 1,04,40,000/-

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

Execution is admitted on 14-06-2023 by Mr SANJAY GUPTA, Partner, YELLOW SAND REALESTATE LLP, 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

Identified by Mr ARPAN CHAKRABORTY, , Son of Mr Tapan Chakraborty, Lakhi Narayan Pally, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service

Execution is admitted on 14-06-2023 by Mr SANJAY GUPTA, Partner, GANESH DHAM PROJECTS LLP, Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Partner, GENESIS PLAZA LLP, Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064; Partner, SAINATH APARTMENT LLP, Dwarka Vedmani, AD-169, Salt Lake City, Sector-1, City:- , P.O:- Bidhannagar, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064

Identified by Mr ARPAN CHAKRABORTY, , Son of Mr Tapan Chakraborty, Lakhi Narayan Pally, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 3,105.00/- ( B = Rs 3,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2023 5:30PM with Govt. Ref. No: 192023240096294951 on 13-06-2023, Amount Rs: 3,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 51616250 on 13-06-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 19,521/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 297, Amount: Rs.500.00/-, Date of Purchase: 05/04/2023, Vendor name: M GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/06/2023 5:30PM with Govt. Ref. No: 192023240096294951 on 13-06-2023, Amount Rs: 19,521/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 51616250 on 13-06-2023, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 419489 to 419533

being No 190408342 for the year 2023.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.06.21 16:41:13 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/06/21 04:41:13 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)