

**AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** ("Agreement") executed on the \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_,

**By and Between**

- 1. Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 2. MR. PRANBALLAV SARKAR [PAN NO. ALLPS6566P] [AADHAR NO. 8928 8881 7735]** Son of Late Radhika Mohan Sarkar, by Faith- Hindu, by occupation – business, by Nationality – Indian, Residence and office at 2 No. Niranjanpally,, Panchhakri Kada Road (Bagan Bari) P.O- R-Gopalpur, P.S- Airport, Kolkata- 700136, District North 24 Parganas, West Bengal, a sole proprietor of **SILVERLINE CONSTRUCTION**.
- 3. MRS. NANDARANI MONDAL [PAN NO.DDYPM3577G] [AADHAR NO. 5968 6332 3549]**, wife of Late Jiten Mondal, by faith – Hindu, by occupation – Housewife, By Nationality- Indian, **AND Mr. SHYAMAL MONDA [PAN NO. DEJPM6934R] [AADHAR NO. 2376 3122 2662]**, Son of Late Jiten Mondal by Faith- Hindu, by Occupation- Service, by Nationality- Indian, **AND Mr. KAMAL MONDA [PAN NO. AFUPM7836F] [AADHAR NO. 3331 9363 5877]**, Son of Late Jiten Mondal by Faith- Hindu, by Occupation- Service, by Nationality- Indian, all are residing at RC-25/2, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 4. MRS. RANU NASKAR [PAN NO. AUSPN3731F] [AADHAR NO. 7578 7660 0971]**, wife of Mr. Gopal Naskar by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian, **AND Mr. BIDESH NASKAR [PAN NO. ALVPM0262D] [AADHAR NO. 5605 6514 2696]** Son of Mr. Gopal Naskar by Faith- Hindu, by Occupation- Business, by Nationality- Indian, both are residing at RC/23, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 5. MR. ASHOKE KUMAR NASKAR [PAN No. AHHPN3363R] [AADHAR NO. 2066 4033 8259]**, **and MR. KRISHNA CHANDRA NASKAR [PAN NO. AXKPN0537C] [AADHAR NO. 9211 6415 2230]**, **and MR. SUSANTA KUMAR NASKAR [PAN NO. ABRPN6004B] [AADHAR No. 7258 8265 3410]** all are son of Late Bakreshwar Naskar, all by Faith- Hindu, by occupation – business, by nationality – Indian, and **MRS. MANORAMA NASKAR [PAN NO. ANVPM2007J] [AADHAR NO. 9856 7439 0237]** wife of Late Ratikanta Naskar, by Faith- Hindu, by occupation – housewife, by Nationality – Indian, **and MR. BISWAJIT NASKAR [PAN NO.ANVPM2008H] [AADHAR NO. 4385 3752 0114]**, **and MR. PRASENJIT NASKAR [PAN NO. AJTPN7765M] [AADHAR NO. 8507 6866 6250]** both are son of Late Ratikanta Naskar, by Faith- Hindu, by occupation – business, by Nationality – Indian, Presently residing at RC-30/10, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal, **and MRS. BISAKHA MONDAL [PAN NO. EFHPM8038A] [AADHAR NO. 6427 3328 4105]** wife of Mr.Basudeb Mondal and Daughter Late Ratikanta Naskar, by Faith- Hindu, by occupation – Housewife, by Nationality – Indian, Presently residing at Kampa, Majherpara, P.O. Thakurtola, P.S- Barrackpur, PIN

- No. 743193, District North 24 Parganas, West Bengal, **and MRS. RINA MONDAL [PAN NO. BCQPM3236H] [AADHAR NO. 7290 2275 7166]** wife of Mr. Dilip Mondal and Daughter Late Ratikanta Naskar, by Faith- Hindu, by occupation – Housewife, by Nationality – Indian, Presently residing at Jagatpur, Ashwini Nagar, P.O- Aswininagar, P.S- Baguiati, Kolkata-700059, District North 24 Parganas, West Bengal, **and MRS. BULU NASKAR [PAN NO. ANVPN2009G] [AADHAR NO. 9196 7406 5351]** wife of Mr. Satyajit Naskar and Daughter Late Ratikanta Naskar, by Faith- Hindu, by occupation – Housewife, by Nationality – Indian, Presently residing at RD-26, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 6. MRS. SUSHMA DAS [PAN NO. AGPPD7292J] [AADHAR NO. 8678 0004 6535]** wife of Late Durgapada Das by Faith- Hindu, by occupation – business, by Nationality – Indian, Presently residing at TG-336, tegharia, Lichu Bagan, P.O- Hatiara, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 7. MRS. LAXMI RANI CHANDA [PAN NO. AROPC9811E] [AADHAR NO. 2292 6272 6018]** wife of Mr. Bhabotosh Chanda, **AND MR. RAJU CHANDA [PAN NO. AROPC9812H] [AADHAR NO. 4653 1263 5930]** Son of Mr. Bhabotosh Chanda, both by Faith- Hindu, by occupation – business, by Nationality – Indian, Presently residing at Nishikanon, tegharia, Ram Krishna Marg, P.O- Hatiara, P.S- Baguiati, Kolkata- 700157, District North 24 Parganas, West Bengal,
- 8. MR. NITYA RANJAN CHAKRABORTY [PAN NO. AFHPC3731Q] [AADHAR NO. ]** Son of Late Bagal Prasanna Chakraborty, by Faith- Hindu, by occupation – Retired , by Nationality – Indian, Presently residing at RC-25/1, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata- 700059, District North 24 Parganas, West Bengal,
- 9. Mr. SOVAN KUMAR NASKAR ALIAS MR. SOVAN NASKAR [PAN NO. ABLPN2654B] [AADHAR NO. ],** Son of late Bhairab Naskar, by Faith- Hindu, by Occupation- Service, by Nationality- Indian and residing at RC-25, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 10. MR. BISWAJIT NAKSAR [PAN NO. APPPN6398J] [AADHAR NO. ], And MR. SATYAJIT NAKSAR [PAN NO. AQCPN6725F] [AADHAR NO. ],** both are Son of late Arabindo Naskar, by Faith- Hindu, by Occupation- Business, by Nationality- Indian and residing at RC-18, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,
- 11. MRS. SUTAPA MONDAL [PAN NO. AJGPM7409L] [AADHAR NO. 9591 1792 7452 ],** wife of Mr. Shyamal Mondal, by Faith- Hindu, by Occupation- Housewife, by Nationality- Indian and residing at RH-6, Raghunathpur, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal, hereinafter jointly referred to and collectively called as **‘VENDORS/OWNERS’** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their successor, successors-in-interest and assigns) of the **FIRST PART**.

The **VENDORS/OWNERS Nos. 2 to 11** are represented by their **Constituted Attorney "SAPTACON"** a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal,

The Owners Nos. 2 by virtue of Development Power of Attorney after registered Development Agreement dated 08/12/2021, which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148204 to 148229, being No. 150204503.

The owner No. 3 by virtue of Development Power of Attorney after registered Development Agreement dated 21/08/2021 which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81658 to 81693, being No. 150202428,

The Owner No. 4, by virtue of Development Power of Attorney after registered Development Agreement dated 20/01/2021, which was duly registered in the office of the D.S.R- II, North 24 Pargaanas , Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 8093 to 8121, being No. 150200224,

The Owners Nos. 5 by virtue of Development Power of Attorney after registered Development Agreement dated 21/08/2021, which was duly registered in the office of the D.S.R –II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81694 to 81753, being No. 150202429

The Owners Nos. 6 by virtue of Development Power of Attorney after registered Development Agreement dated 03/09/2021, which was duly registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 422905 to 422926, being No. 152310077

The Owners Nos. 7 by virtue of Development Power of Attorney after registered Development Agreement dated 01/04/2021, which was duly registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 206747 to 206775, being No. 152304879

The Owners Nos. 8 by virtue of Development Power of Attorney after registered Development Agreement dated 21/11/2017, which was duly registered in the office of

the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 337789 to 337807, being No. 152311360

The Owners Nos. 9 by virtue of Development Power of Attorney after registered Development Agreement dated 24/12/2018, which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2018, from pages 115828 to 115851, being No. 150204037.

The Owners Nos. 10 by virtue of Development Power of Attorney after registered Development Agreement dated 07/08/2018, which was duly registered in the office of the A.D.S.R Rajarhatl, , and recorded in Book No. I, Volume No. 1523-2018, from pages 296966 to 296987, being No. 152308924.

The Owners Nos. 11 by virtue of Development Power of Attorney after registered Development Agreement dated 26/08/2022, which was duly registered in the office of the A.D.S.R Rajarhatl, , and recorded in Book No. I, Volume No. 1523-2022, from pages 554255 to 554274, being No. 13824.

**AND**

**“M/s. SAPTACON”** a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal, hereinafter called and referred to as **‘THE PROMOTER/DEVELOPER’** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-or-successors in office, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_)

\_\_\_\_\_), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[please insert details of other allottee(s), in case of more than one allottee]

The Promoter and allottee shall hereinafter collectively by referred to as the “parties” and individually as a “Party”.

#### **WHEREAS:**

- A. The above mentioned Owners Nos. 1 to 11 are the joint owners and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of “**BASTU**” land admeasuring **35 (Thirty Five) Cottahs 01 (One) Chittacks and 16 (Sixteen) Square Feet**, more or less, as per Record of rights (Porcha) and **33 (Thirty Three) Cottahs 03 (Three) Chittacks and 14 (Fourteen) Square Feet**, lying and situate under **Mouza- Raghunathpur**, J.L. No. 08, R. S. No. 134, Touzi No. 3027, comprised under **R.S. & L.R. Dag Nos. 222, 225, 226, 227, and 228**, In R.S. Khatian No. 214, 284, 298, 272 corressponding to **L.R. Khatian No. 3409, 3410, 119/1, 279/1, 1607/1, 3824, 3825, 3826, 3827, 3828, 3829, 3394, 3395, 633/1, 3020, 3021, 3022, 3930, 3931, 3846, 3945, 3947, 2492, 3591, 3623, 3939**, P.S. Baguiati (Formerly Rajarhat), in the District- North 24 Parganas, under Ward No. 9, within the local limits of the Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Raghunathpur Main Road, Tegharia, Kolkata - 700059, West Bengal, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-I)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
- B. The Owners and the Promoter herein have entered into several development agreements which are as follows:
  - i. Development Agreement dated 07/07/2021, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 63666 to 63723, being No. 150201897.
  - ii. Development Agreement dated 20/01/2021 executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 7888 to 7947, being No. 150200215.

- iii. Development Agreement dated 17/08/2021, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 79536 to 79626, being No. 150202363.
- iv. Development Agreement dated 26/07/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 205620 to 205661, being No. 152307120.
- v. Development Agreement dated 26/07/2017, executed and registered before the office of the A.D.S.R, Rajarhat and recorded in Book No. I, Volume No. 1523-2017, from pages 205662 to 205705, being No. 152307119.
- vi. Development Agreement dated 21/11/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 339199 to 339235, being No. 152311343.
- vii. Development Agreement dated 08/12/2021, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148103 to 148149, being No. 150204498.
- viii. Development Agreement dated 24/12/2018, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2018, from pages 115718 to 115758, being No. 150204027.
- ix. Development Agreement dated 07/08/2018, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2018, from pages 296926 to 2969656, being No. 152308917.
- x. Development Agreement dated 02/08/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 214985 to 215020, being No. 152307451.
- xi. Supplementary Development Agreement dated 26/08/2022, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2022, from pages 553823 to 553844, being No. 13816.

C. The Said Land is earmarked for the purpose of building a commercial & residential project, comprising three numbers G+IV Storied apartment buildings and the said project shall be known as **“VIP PLAZZA”**;

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

E. The Bidhannagar Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated **25/04/2023**.



F. The Promoter has obtained the final layout plan approvals for the Project from the Bidhannagar Municipal Corporation vide **Sanction Building Plan No. BMC/BPN/RG/885/62/1/20-21 Dated. 11/01/2023;**

The promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at North 24 Paraganas, West Bengal, No \_\_\_\_\_;

H. The Allottee had applied for an apartment in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment/Shop no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Square feet, type \_\_\_\_\_, no \_\_\_\_\_ floor in block No. \_\_\_\_\_ in the building Namely **VIP PLAZZA** along with \_\_\_\_\_ garage / closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet on the **Ground Floor** in the Block No. \_\_\_\_\_ of **VIP PLAZZA** as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule B.

[OR]

The Allottee had applied for a plot in the Project vide application no \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no \_\_\_\_\_ having area of \_\_\_\_\_ square feet and plot for garage / closed parking admeasuring \_\_\_\_\_ square feet (if applicable) in the [ Please insert the location of the garage/closed parking ], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A),

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

1. the Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

1.1 The Title of the Promoter in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);

1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

- 1.3 The Carpet Area of the Said Apartment/Shop/Parking space;  
 1.4 The Specifications and common Portions of the Project; and  
 1.5 The respective rights interest and entitlements of the Promoter and the Allottees under this Agreement for Sale.

K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [ Apartment / Plot ] and the garage / closed parking (if applicable) as specified in paragraph H;

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

**1. TERMS :**

Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment] based on the carpet area is Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_ only ("Total Price") (Give break up and description):

Block / Building / Tower no. _____ Apartment/Shop no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
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\*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking – 1	Price for 1
Garage/Closed Parking – 2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- (ii) The Total Price above **includes** Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment];  
  
 Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/Shop includes: 1) pro rata share in the Common Areas; and 2) /closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclosed the said notification/order/rule/regulation to the effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottee by the Promoter.

It is agreed that the Promoter Shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate \* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand the from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [ Apartment] as mentioned below :

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with \_\_\_\_\_ garage / closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of all Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '**VIP PLAZZA**' shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings

collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **4. ADJUSTMENT / APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

#### **6. CONSTRUCTION OF THE PROJECT / APARTMENT**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter Shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [ Please insert the relevant laws in force ] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act,

and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT

**Schedule for possession of the said [Apartment]:** The Promoter agrees and understands that timely delivery of possession of the [ Apartment / Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on \_\_\_\_\_,

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the [Apartment / Plot ], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure Conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter / association of

Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of allottee to take Possession of [ Apartment / Plot ] :** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [ Apartment / Plot] from the Promoter by executing necessary indemnities, undertakings



and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [ Apartment / Plot ] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [ Apartment / Plot ] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**Cancellation by Allottee** - The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**Compensation –**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [ Apartment / Plot ] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [ Apartment / Plot ], with interest at the rate specified in the rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [ Apartment / Plot ].

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [ Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment / Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [ Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [ Apartment/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Apartment / Plot] to the Allottee and the common areas to the Association of the Allottees;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [ Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and / or the Project;

That the property is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events;

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, allottee is entitled to the following;

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment,

along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [ Apartment / Plot ].

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for \_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive month after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [ Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the [ Apartment / Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [ Apartment / Plot ] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the Stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

#### 11. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The Promoter shall be responsible to provided and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of Such maintenance has been included in the Total Price of the [Apartment /plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [ Apartment / Plot] on the specific understanding that is/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee ( or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

## **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking's and parking

Spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [ Apartment/Plot ] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## 15. **USAGE**

**Use of Basement and Service Areas :** The basement (s) and service areas, if any, as located within the \_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [ Apartment / Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [ Apartment / Plot ], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the [ Apartment / Plot ] and keep the [ Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sig-board / name-plate, neon light, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store and hazardous or combustible goods in the [ Apartment / Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

## 17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [ Apartment / Plot ] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project

in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [ Apartment / Plot ], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment / plot ]/ at his / her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put-up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [ Apartment / Plot / Building ] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [ Apartment/Plot/Building].

**20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days for the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar /registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from

the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment / plot / building, as the case may be.

**23. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [ Apartment / Plot ], in case of a transfer, as the said obligations go along with the [ Apartment / Plot ] for all intents and purpose.

**25. WAIVER NOT ALIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottees.

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as



reasonable inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartment/Plot] in the Project.

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**30. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below :

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter Name

\_\_\_\_\_ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicable by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[ Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

## SCHEDULE A

### PART – I

#### WHEREAS :-

#### PART – A

1. Whereas One Sri Krishna Chandra Baidya was the recorded owner of a land measuring 76 decimal land equivalent to 2 Bigha - 05 Kata – 6 chittacks (after given 4 kata as gift), BASTU land in nature situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 C.S Dag No. 121, R. S. Khatian No. 272 comprised in R.S. Dag No. 222, district North 24 Parganas, West Bengal.
2. After that the said Krishna Chandra Baidya died intestate leaving behind his two son namely Haran Baidya Alias Haran Chandra Baidya and Sri Satish Baidya and become the owner of 1 Bigha 02 Kata – 11Chitacs of Each by law of inheritance since deceased of Krishna Chandra Baidya.
3. While possession of the said Land Sri Haran Baidya Alias Haran Chandra Baidya son of Late Krishna Chandra Baidya died intestate leaving behind his only wife Smt. Subasi Bala Baidya and three sons Sri Dhirendra Baidya alias Kanta Baidya, Sri Kanai Baidya alias Kanailal Baidya, and Sri Palan Baidya haver become the owner of 1 Bigha 02 Kata – 11Chitaks, as legal heir of Haran Baidya Alias Haran Chandra Baidya and became the  $\frac{1}{4}$  th Owner of the said land equivalent to 5 Kata – 8 Chittacks – 03 Sq.ft. for each.
4. And Sri Satish Chandra Baidya Son of Late Krishna Chandra Baidya also died intestate leaving behind his legal heir only wife Smt. Kumuda Baidya and only Son Sri Arabindya Baidya and became the 50:50 owner of 1 Bigha 02 Kata – 11Chitaks land leaving behind by Sri Satish Chandra Baidya.
5. And whereas Smt. Subasi Bala Baidya and Dhirendra Baidya alias Kanta Baidya, Sri Kanai Baidya alias Kanailal Baidya, and Sri Palan Baidya and other have made a registered “Bantan nama” at the office of D.S.R cossipore Dum Dum on 04/06/1965 recorded in book no. 1, volume no.72 pages from 249 to 254 being no.5138 for the year 1965 to live peacefully thereafter.
6. By the virtue of the “Bantan Nama” Sri Kanai Baidya Alias Kanai Lal Baidya son of Late Haran Baidya Alias Karan Chandra Baidya became the absolute owner of a land measuring 7 Kata – 9 chittacks, BASTU land in nature situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 C.S Dag No. 121, R.S. Khatian no. 272, L.R. Khatian No. 237 comprised in R.S. & L.R. Dag No. 222, in the district

North 24 Parganas, West Bengal under Bidhannagar Munciiipali Corporation Ward No. 9 , having a peaceful possession free from all encumbrances.

7. Whereas the said Sri Kanai Baidya Alias Kanai Lal Baidya sold, transferred, conveyed the said **BASTU** land measuring **05 Chittacks land** out of 7 Kata – 9 chittacks – 00 Sq.ft. situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 C.S Dag No. 121, R.S. Khatian no. 272, L.R. Khatian No. 237 comprised in R.S. & L.R. Dag No. 222, in the district North 24 Parganas, West Bengal under Bidhannagar Munciiipali Corporation Ward No. 9, to **Mr. Pranballav Sarkar (The Landowner No. 2) And Mr. Biswanath Das (The Land Owner No. 1)** by virtue of a sale deed (Bengali Kobala) registered at the office of the A.D.S.R. Rajarhat, recorded in Book No.1, volume No. 1523-2017 pages from 214499 to 214520 being No. I-07449/17 Dated. 02/08/2017, and after having the possession of the said land the Biswanath Das and Sri Pranballav have recorded their name in the L.R. Record at BL&LRO, Rajarhat, **vide L.R. Khatian No. 3409, 3410**, and paying their taxes on land accordingly and enjoying such land peacefully and free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written,

#### PART-B

8. Whereas one Bhola Nath Naskar was the R.S. Recorded owner of ALL THAT land measuring 15 Decimals lying and situated at Mouza- Raghunathpur, J.L No. 08, R.S. no. 134, Touzi No. 3027, comprised in R.S. Dag no. 226, under R.S. Khatian No. 298 under the police station Rajarhat within the District North 24 Parganas and during the possession of the said property, while in possession of the said land Sri Bhola Nath Naskar sold and transferred, conveyed the said land to his own sons of Sri. Bijoy Krishna Nakskar, Sri. Prabhat Chandra Naskar jointly vide a registered deed of sale on 02/03/1960 at Sub- registrar office of Cossipore Dum Dum recorded in Book No. 1, Volume No. 32, pages from 121 to 124 being No. 1717 for the year 1960. In this context it is to mentioned that after the sale said Sri. Bholanath Naskar died on 10.01.1972 leaving behind his only wife Smt. Matangini Naskar, Three sons namely Sri Bijoy Krishna Nakskar, Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, to daughters namely sakuni Bala Mondal alias Sukni Bala Mondal and Smt. Samti Lata Mondal.
9. Said Sri Bijoy Krishna Naskar died as bachelor on 11.12.1984 and as per hindu succession Act leaving behind his mother Smt Matangini Naskar, Two brother Sri Haran Chandra Naskar, Sri Prabhat Chandra Naskar, and two sisters namely Sakuni Bala Mondal alias Sukni Bala Mondal and Smt. Santi Lata Mondal as his legal heirs and they have owned the said share of property left by the deceased Bijoy Krishna Naskar.
10. And whereas during possession of the said property Said Smt. Matangini Naskar wife of Late Bhola Nath Naskar duly mutated her name in the L.R. record at BL&LRO, Rajarhat vide L.R. Khatian No. 1082/1 as per her share of land and died on 10.01.1987 leaving behind her Two sons namely Sri Haran Chandra Naskar, Sri

Prabhat Chandra Naskar, and two daughters namely Smt. Sakuni Bala Mondal alias Smt. Sukni Bala Mondal and Smt. Santi Lata Mondal as her legal heirs, successors and representatives.

11. And whereas during joint possession of the aforesaid property said Sri Prabhat Chandra Naskar, Sri Haran Chandra Naskar, Smt. Sakuni Bala Mondal alias Sukni Bala Mondal and Smt. Santi Lata Mondal duly mutated their name at B.L & LRO Rajarhat vide L.R. Khatian No. 783, 1650 ,1403/1,1337/1 as per their respective shares of landed property have got by way of inheritance and paying rents and taxes accordingly.
12. Thereafter the said Sri. Haran Chandra Naskar also died on 02.01.1994 intestate leaving behind his only wife Smt. Gita Rani Naskar, four sons namely Sri. Samar Naskar, Sri. Netai Naskar, Sri Debabrata Naskar, Sri Tarani Naskar and only daughter namely Smt. Chandana Naskar Mondal as his only legal heirs, successors and representative who have got his share measuring 3.75 decimal land equivalent to 2 Kata- 04 chittacks at Mouza- Raghunathpur, comprised in R.S Dag No. 226 under R.S. Khatian No. 298 corresponding under L.R. Khatian No. 1650 (Recorded in the name of deceased Haran Chandra Naskar).
13. And whereas by a registered Bengali Kobala dated. 15.10.2007 registered at the office of DSR-II, Barasat, recorded in Book No. 1, CD volume No. 57, Pages from 6097 to 6110 vide Being No. 16473 of the year 2013 said the legal heirs of the late Haran Chandra Naskar namely Smt Gita Rani Naskar, Sri Samar Naskar, Sri Netai Naskar , Sri Debabrata Naskar, , Sri Tarani Naskar, Smt. Chandana Naskar (Mondal) sold and transferred, conveyed all that property about **2 Kata - 04 chittacks-00 Sq.ft.** "Danga" in nature, comprised in R.S. & L.R. Dag No. 226, under R.S. Khatian N o. 298, corresponding L.R. Khatian No. 1650 at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, district North 24 Parganas, under Bidhannagar Municipial Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059. In favour of **SILVERLINE CONSTRUCTION** a proprietorship firm represented by its proprietor **SRI PRAN BALLAV SARKAR hereinafter referred as the Landowner No.2,**
14. And whereas during joint possession of the aforesaid property said Smt. Sakuni Bala Mondal alias Sukni Bala Mondal who recorded her in the BL&LRO, Rajarhat in L.R. Khatian No. 1403/1 and Smt. Santi Lata Mondal who recorded her in the BL&LRO, Rajarhat in L.R. Khatian No. 1337/1 have sold, transferred , conveyed their share of land recorded as 2 kata – 4 chittacks – 15 Sq.ft. by physical measurement the land was 2 Kata – 00 chittack- 00 Sq.ft. a little more or less comprise in R.S. Dag No. 226, R.S. Khatian No. 298, at Mouza- Raghunathpur, JL No. 8, R.S No. 134, Touzi No. 3027, unto in favour of Smt. Anjana Naskar by virtue of a registered sale deed on 12/10/2004 at D.S.R Barasat, recorded in Book No. 1, Volume No. 1, Pages from 1 to 8 being No. 9492 for the year 2004.

15. And whereas said Sri Provat Chandra Naskar son of Late Bhola Nath Naskar while enjoying the land which he purchase from Sri Bhola Nath Naskar vide Deed No.1717 for the year 1960 and also the land which he get as inheritance after his brother namely Late Bijoy Krishna Chandra Naskar who died on 12/12/1984 and become absolute owner of a land measuring 5 kata -8 chittacks comprise in R.S. Dag No. 226, R.S. Khatian No. 298, at Mouza- Raghunathpur, JL No. 8, R.S No. 134, Touzi No. 3027, and recorded his name in the authority of BL&LRO. Rajarhat, in L.R. Khatian No. 783. And enjoying the share of his land peacefully.
16. And whereas the said Sri. Provat Naskar died on 31/01/1995 leaving his only wife Smt. Bimala Naskar, Two Sons namely Sri. Nandan Naskar And Sri Dulal Naskar and one Daughter namely Smt. Uma Naskar and become the absolute owner of the said land measuring 5kata-08 chittacks in Mouza- Raghunathpur, R.S. Dag No. 226, recorded in L.R. Khatian No. 783 (Recorded in the name of deceased Provat Chandra Naskar).
17. And while possession of the said land due to some legal or financial necessity the legal heir of Late Provat Chandra Naskar the said Smt. Bimala Naskar, Sri Nandan Naskar, Sri Dulal Naskar, Smt Uma Naskar decided to sold , transferred, conveyed the land measuring 5 Kata – 8 chittacks – 00Sq.ft. Danga in Nature, situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 783 district North 24 Parganas, under Bidhannagar Municipal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059. To Sri Sushanta Naskar by virtue of a sale deed registered at the office of DSR Barasat, on 28/02/2007 being No. 1786 for the year 28/02/2007.
18. Whereas Virtue of the said Deed Being No. 9492 dated. 12/10/2004 the Smt. Anjana Naskar has become the absolute owner of land as per record having an area of 2 Kata- 4 Chittacks – 00Sq.ft. BUT AS PER Physical measurement the area is 2 Kata- 00 Chittacks – 00 Sq.ft. And by a sale of deed being No. 1786 dated 28/02/2007 Sri Susanta Kumar Naskar become the absolute owner of a land measuring 5 kata- 8 Chittacks – 00Sq.ft. situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 783, 1337/1, 1403/1, district North 24 Parganas, under Bidhannagar Municipal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059.
19. And whereas the said Smt. Anjana Naskar and Sri Susanta Kumar Naskar while in possession of the said land they decided to sell the property due to some financial necessity the jointly sold, transferred, conveyed the landed property measuring **7 Kata- 08 Chittacks -00 Sq.ft.** danga Land situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. no. 134, R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 783, 1337/1, 1403/1, district North 24 Parganas, under Bidhannagar Municipal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati

(Presently), Kolkata 700059 in favour of **SILVERLINE CONSTRUCTION a proprietorship firm represented by its proprietor SRI PRAN BALLAV SARKAR hereinafter referred as the Landowner No. 2** vide a registered Deed No.I-04690 Dated. 08/04/2008 duly registered at the office of A.D.S.R Bidhannagar recorded in Book No. 1, CD Volume No. 5, Pages from 1326 to 1344.

- 20.** And whereas by way of the two registered Deed being No. 16473 dated. 15.10.2007 & Deed No. I-04690 dated. 08/04/2008 **SILVERLINE CONSTRUCTION a proprietorship firm represented by its proprietor Sri Pran Ballav Sarkar (hereinafter referred as the Landowner No. 2)** has become the absolute owner of the land **Measuring 9 Kata – 12 Chittacks – 00 Sq.ft.** of Danga Land situated at Mouza- Raghunathpur, J.L No. 08, Touzi No. 3027, R.S. No. 134 comprised in R.S. & L.R. Dag No. 226, under R.S. Khatian No. 298, corresponding L.R. Khatian No. 1650 783, 1337/1, 1403/1, district North 24 Parganas, under Bidhannagar Municipal Corporation, Ward No. 09, P.S- Rajarhat (Previously) Baguiati (Presently), Kolkata 700059. And the silver line construction recorded their name in the BL&LRO, Rajarhat vide L.R. Khatian No. 3394, 3395 and also recorded and mutated their name in Bidhannagar Municipal Corporation and having Holding No. 187, also arrange to convert the nature of land from “Danga” To “**Bastu**” vide Memo No. CON/ 1055/ BL&LRO/RAJ/21 Dated. 19/07/2021 and Memo No. CON/ 1056/ BL&LRO/RAJ/21 Dated. 19/07/2021 and paying all the taxes accordingly and enjoying the land free from all encumbrances.
- 21.** By virtue of a deed being No. I-07449/17 Dated. 02/08/2017, **The said SRI PRANBALLAV SARKAR individually had become the owner of the land measuring 2 chittacks – 23 Sq.ft. out of 5 Chittacks and by virtue of a deed being No. 16473 dated. 15.10.2007 & by Deed No. I-04690 dated. 08/04/2008 under his proprietorship firm namely SILVERLINE CONSTRUCTION had become the owner of a land measuring 7 Kata – 8 Chittacks.**
- 22.** Thus the owner **SRI PRAN BALLAV SARKAR** who is also the proprietor of **SILVER LINE CONSTRUCTION** has become the absolute owner (hereinafter landowner No. 2) of all that land measuring **9 Kata- 14 Chittack- 23 Sq.ft.** as per Deed and As per records of **BL&LRO, Rajarhat 9 Kata- 3 Chittacks – 09 Sq.ft.** and being owners no. 2 along with the promoter herein entered into a registered Development Agreement dated 08/12/2021, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148103 to 148149, being No. 150204498 for the year 2021 morefully described in the Schedule-A (Part-II) herein under written.
- 12.** Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement Dated 08/12/2021 Said **PRANBALLAV SARKAR** on behalf of his and his proprietorship firm namely **SILVER LINE CONSTRUCTION** the owner No. 2 herein appointed and nominated “**M/s. SAPTACON**” a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation-

Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as his constituted power of attorney by virtue of a registered Development Power of Attorney after registered Development Agreement, which was duly registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 148204 to 148229, being No. 150204503 for the year 2021.

#### PART - C

13. Whereas One Charu chandra Naskar was the R.S. recorded owner of All that “**BASTU**” and measuring about 5 Kata – 7 chittacks and other land comprised in R.S. Dag No. 227, in R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L. No.08, R.S. No. 134, Touzi No. 3072 under P.S.- Rajarhat within the district of North 24 Parganas, West Bengal, during the possession of the aforementioned land the Charu Chandra Naskar died intestate leaving behind his wife Smt. Tarubala Naskar, his four sons namely Sri Hemanta Naskar, Sri Mahadeb Naskar, Sri Haru Naskar, Sri Tara Naskar, and three daughters namely Smt. Saraswati Mondal (Naskar), Smt Sandhya Goldar (Naskar) & Smt. Sarathi Mondal (Naskar) as his only legal heirs, successors and representatives who got the afore said property by way of inheritance as per Hindu succession Act. and became the absolute owner of the aforementioned land.
14. The said legal heirs of late Charu Chandra Naskar namely Smt. Tarubala Naskar, Sri. Hemanta Naskar, Sri. Mahadeb Naskar, Sri. Haru Naskar, Sri. Tara Naskar, Smt. Saraswati Mondal (Naskar), Smt. Sandhya Goldar (Naskar) & Smt. Sarathi Mondal (Naskar) during the “ejmal” possession of the afore mentioned property they jointly sold, transferred and conveyed the afore mentioned landed property measuring 5 Kata – 7 Chittack-0 Sq.ft. in R.S. Dag No. 227, R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L. No.08, R.S. No. 134, Touzi No. 3072 under P.S.- Rajarhat in favour of Sri. Jiten Mondal alias Sri Jiten Nath Mondal son of Manick Chandra Mondal by virtue of a registered Bengali Kobala executed on 20/06/1980 at S.R.O. Cossipore Dum Dum, Recorded in Book No. I, Volume No. 89, Pages from 213 to 220 vide Being No. 4904 for the year 1980 free from all encumbrances.
15. And whereas after purchasing the aforesaid property said Sri Jiten Mondal alias Jiten Nath Mondal had been possessing by constructing a pucca building thereon, and during his peaceful possession he has died on 26/08/2008 intestate leaving behind him his wife **Smt. Nandarani Mondal & his two Sons Sri. Shyamal Mondal & Sri. Kamal Mondal (the landowner No.3 herein)** as his only legal heirs, successors and representatives who got the afore said property by way of inheritance as per Hindu succession Act.
16. The said **Smt. Nandarani Mondal wife of Late Jiten Mondal Alias Jiten Nath Mondal, & Sri. Shyamal Mondal & Sri. Kamal Mondal** both sons of Late Jiten Mondal Alias Jiten Nath Mondal (**herein after referred as the landowners No. 3**) became the absolute owner of the said Land admeasuring **05 Kata – 07 Chittack- 00 Sq.ft., “BASTU”** in nature comprised in **R.S. & L.R. Dag No. 227**, R.S Khatian No. 214 situated at Mouza-



Raghunathpur, J.L. No.08, R.S. No. 134, Touzi No. 3072 under P.S.- Rajarhat, Presently Baguiati, District North 24 Parganas, West Bengal presently under jurisdiction of Bidhannagar Municipal Corporation, Ward No. 9, Tegharia, Kolkata 700059, accordingly the said land owners has also mutated their name in the record of Bidhannagar Municipal Corporation and having the Holding No. 334 of their aforesaid land, and the said landowners has also recorded and mutated their name in the B.L & L.R.O, Rajarhat under **L.R. Khatian No. 3020, 3021, 3022**, after that they are paying all the taxes accordingly without any default and enjoying their land peacefully and free from all encumbrances.

17. Being the absolute and lawful owners of the **BASTU** land admeasuring an area of **5 Cottahs 07 Chittacks 00 Sq.Ft.** more or less, lying and situate under **Mouza-Raghunathpur**, J. L. No. 8, R.S. No. 134 Touzi No. 3072, comprised under **R.S. & L.R. Dag No. 227**, R.S Khatian No. 214, **L.R. Khatian No. 3020, 3021, 3022**, P.S.- Baguiati (Previously Rajarhat), within the local limits of the Bidhannagar Municipal Corporation, Ward No. 9, morefully described in the Schedule-A (Part-II) herein under written, said **Smt. Nanda Rani Mondal, Sri. Shyamal Mondal And Sri Kamal Mondal**, being owners no. 3 along with the promoter herein entered into a registered Development Agreement dated 07/07/2021, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 63666 to 63723, being No. 150201897 for the year 2021.
18. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 21/08/2021, **Smt. Nanda Rani Mondal, Sri. Shyamal Mondal And Sri Kamal Mondal**, being owners no. 2 herein appointed and nominated "**M/s. SAPTACON**" a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81658 to 81693, being No. 150202428 for the year 2021.

#### PART - D

19. Whereas One Prafulla Kumar Naskar and Khitish Chandra Naskar both are sons of Bishnupada Naskar were the R.S. Recorded owners of "2 ana" land of each, And One Charu Chandra Naskar son of Gosto Behari Naskar was the R.S. recorded owner of "8 ana" Land and Nakul Chandra Naskar son of Netai Charan Naskar, Adhar Cahndra Naskar alias Ardha Chandra Naskar son of Raj Mohan Naskar, Jangal Charan Naskar son of Binod Chandra Naskar each were the R.S. Recorded owner of "1 ana" Land as per 13 coloums in R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L No.8, Touzi No. 3027 and as per "Mantabya Coloum" said Prafulla Kumar Naskar and Khitish Chandra Naskar son of

Bishnupada Naskar got recorded entire 16 decimal "BASTU" land together with a structure in **R.S. Dag No.230** and Charu Chandra Naskar son of Gosto Behari Naskar got recorded entire **16 Decimal "DANGA" land** in **R.S. Dag No. 227** and **11 decimal "BASTU" land** with structure in **R.S. Dag No. 229** AND **17 Decimal of BASTU** land together with 5 rooms in **R.S. dag No. 228** recorded as Nakul and Gang i.e. Nakul Chandra Naskar, Netai Charan Naskar, Ardha Chandra Naskar, AND as per records aforesaid all the recorded owners were possessed as per their specific recorded lands on amicably partitioned by meters and bounds with well demarcated by boundary wall surrounding their said property.

20. And whereas in accordance with the Mantabba coloumn of R.S. Khatian 214 and amicably partitioned said Nakul Chandra Naskar, Netai Chandra Naskar, Adhar Chandra Naskar Alias Ardha Chandra Naskar all are sons of Raj Mohan Naskar, and Jugal Chandra Naskar son of Binod Chandra Naskar exclusively got entire 17 Decimal of BASTIU land with construction in R.S. Dag No. 228 under R.S. Khatian No. 214 at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North) and has been possessing the said property as per their 1/4<sup>th</sup> specific share of each of 17 decimal (4.25 Decimal) by making boundary wall surrounding their 1/4<sup>th</sup> specific share after amicably partitioned and duly paying rents before the authority of government is free from all encumbrances, liens, charges, lispidences whatsoever.
21. AND WHEREAS said Adhar Chandra Naskar Alias Ardha Chandra Naskar had become the absolute owner of ALL THAT 1/4<sup>th</sup> share i.e. 4.25 Decimal of land with construction out of 17 Decimal equivalent to 2 Kata – 9 chittacks – 08 Sq.ft. "Bastu" in nature in R.S. Dag No. 228, under R.S Khatian No. 214 situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North) have got by way of amicable partitioned and had been possessing thereon by constructing pucca building thereon.
22. AND WHEREAS during the possession of the 1/4<sup>th</sup> share i.e. 4.25Decimal of Bastu land with construction the said Adhar Chandra Naskar Alias Ardha Chandra Naskar died intestate leaving him his only wife Mohini Naskar, only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as his legal heirs, successors and representatives, each have got 1/6<sup>th</sup> share of land measuring of 4.25 decimal left by their predecessor Adhar Chabdra Naskar Alias Ardha Chandra Naskar by way of Inheritance, there after the afore said legal heir of Adhar Chandra Naskar alias Ardgha Chandra Naskar duly recorded their names in the B.L & L.R.O Rajarhat, being L.R. Khatian No. 329/1, 1130/1, 356/1,897/1, 598/1, and 1252/1 as per their respective share and paying rents before the authority of government is free from all encumbrances.
23. AND WHEREAS there after the said Mohini Naskar the wife of Adhar Chandara Naskar alias Ardha Chandra Naskar died on 05/04/1996 intestate behind her only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti

Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as per Hindu succession act they have got the share of land left by Mohini Naskar and accordingly said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) became the absolute joint owners of ALL THAT BASTU land measuring 4.25 decimal with the construction thereon R.S. & L. R. Dag No. 228, under R.S Khatian No. 214, under L.R. Khatian No. 329/1, 1130/1, 356/1, 897/1, 598/1, and 1252/1 situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North).

24. AND WHEREAS Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) jointly sold, transferred and conveyed all that the property measuring about 6 Chittacks – 42 Sq.ft. togetherwith 312 Sq.ft. constructed area out of 4.25 decimal of land with the construction to amd in favour of one Sri. Asit Baran Patra by a registered deed of sale being no. 3091 dated 02/08/1996 registrered at A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 17, Pages from 227 to 306 for the year 1996.
25. AND by another registered deed of sale being No. 3087 dated. 08/08/1996 registered at the office of A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 70, Pages from 259 to 268 for the year 1996 said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) jointly sold, transferred and conveyed all that property measuring 6chittacks – 27 Sq.ft. in favour of Sri. Radha Madhab Das.
26. AND by another registered deed of sale being No. 3090 dated. 02/08/1996 registered at the office of A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 70, Pages from 285 to 296 for the year 1996 said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) jointly sold, transferred and conveyed all that property measuring 5 chittacks – 12 Sq.ft. in favour of Sri. Susama Das.
27. And whereas Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) after transferring the land measuring about 1 Kata- 2 chittacks – 36 Sq.ft. out of 4.25decimal land equivalent to 2 Kata – 9 Chittack -8 Sq.f.t as aforesaid they become the absolute owner of balance portion i.e. 1Kata-6chittacks-19 Sq.ft. togetherwith construction thereon and during their joint possession Smt. Golapi Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, transferred by deed of sale being No. 01582 dated. 01582 dated. 07/02/2008 transferred their 2/5<sup>th</sup> share out of balance area 1kata-6 chittacks-19 Sq.ft. to and in favour of their full blooded brother Sri Gopal Naskar and the said was registered at A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, CD volume No. 2, Pages from 8802 to 8815 for the year 2008. Thereafter in the same manner Smt. Nanda Rani Naskar amd Rupbani Naskar also sold, transferred their 2/8<sup>th</sup> balance share of land with construction thereon out of 1 KATA-06 CHITTACKS -019 Sq.ft. by two separate deed of sale vide Being No. 152307442 dated. 02/08/2017 registered at ADSR Rajarhat, recorded in book No. I,

volume No. 1523-2017, pages from 214822 to 214841 for the year 2017 AND being No. 152307450 dated. 28/07/2017 registered at ADSR Rajarhat, Recorded in Book No. I, Volume No. 1523-2017 pages from 214521 to 214539 for the year 2017 to and in favour of their full blooded brother Sri . Gopal Naskar.

- 28.** And whereas thereafter the said Sri.Gopal Naskar son of late Adhar Chandra Naskar alias Ardha Chandra Naskar became the absolute owner of ALL THAT Bastu land measuring 1 Kata – 06 Chittacks- 19 Sq.ft.have got by way of inheritance and aforesaid purchase from his sisters by 3 registered deed and after purchasing the aforesaid property the said Gopal Naskar duly mutated his name before the Authority B.L & L.R.o , Rajarhat, in his personal L.R. Khatian No. 329/1 also mutated his name before the authority of Bidhnanagar Municipal Corporation being Holding No. BMC 136 and paying rentys and taxes up to date.
- 29.** ANDWHEREAS said Sri. Gopal Naskar son of late Adhar Chandra Naskar alias Ardha Chandra Naskar thereafter has transferred his said Bastu Land Measuring 1 Kata -06Chittacks - 19 Sq.ft. together with construction thereon situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027, R.S. & L. R. Dag No. 228, under R.S Khatian No. 214, under L.R. Khatian No. 329/1 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North) to and in favour of his only wife **Smt. Ranu Naskar And son Sri Bidesh Naskar hereinafter referred as the land owner No. 4**, by virtue of a registered Deed of Gift registered on 05.01.2021 at the office of ADSR Rajarhat, recorded in Book No. I, Volume No. 1523-2021 pages from 17977 to 18008 vide Being No. 152300071 for the year 2021.
- 30.** And Said Smt. **Ranu Naskar and Sri Bidesh Naskar** herein after referred as Landowners No. 4 herein became the absolute owners of ALL THAT said **BASTU** Land measuring **1 Kata - 06Chittacks- 19Sq.ft.** together with construction thereon situated at **Mouza- Raghunathpur**, J.L No. 08, R.S. No. 134, Touzi No. 3027, **R.S. & L. R. Dag No. 228**, under R.S Khatian No. 214, corresponding to L.R. Khatian No. 329/1 within the P.S Rajarhat Now Baguiati, ward No. 9, under Bidhannagar Municipal Corporation, and have also mutated their names in the record of Authority of B.L & L.R.O, Rajarhat vide **L.R. Khatian No. 3930, 3931** after that they are paying all the taxes accordingly without any default and enjoying their land peacefully and free from all encumbrances morefully described in the Schedule-A (Part-II) herein under written,
- 31.** Being the absolute and lawful owners Said **Smt. Runu Naskar, & Sri. Bidesh Naskar**, being owners no. 4 along with the promoter herein entered into a registered Development Agreement dated 20/01/2021, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 7888 to 7947, being No. 150200215 for the year 2021.
- 32.** Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 21/08/2021, **Smt. Runu Naskar, & Sri. Bidesh Naskar**, being owners no. 4 herein appointed and nominated "**M/s. SAPTACON**" a

proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 8093 to 8121, being No. 150200224 for the year 2021.

#### **PART - E**

- 33.** Whereas One Bakreshwar Naskar was the absolute R.S. recorded owner of All That Danga Land Measuring 15 Decimal lying and situated at Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027 comprised in R.S. Dah No. 225 in R.S. Khatian No. 284 under P.S- Rajarhat within the District of North 24 Parganas was seized and possessed by paying rents and taxes before the authority of government.
- 34.** And whereas during peaceful possession of the said property the said Sri Bakreshwar Naskar died on 07/07/1984 intestate leaving behind him his Wife (1) Smt. Pramila Bala Naskar and Four Sons namely (2) Ratikanta Naskar, (3) Sushanta Naskar, (4) Ashoke Naskar (5) Krishna Chandra Naskar and Three Daughters namely (6) Smt. Nishada Bala Mondal, (7) Smt. Angur Bala Naskar and (8) Smt. Arati Bala Sardar as his only legal heirs, successors and representatives and each become the owner of 3/8<sup>th</sup> share of land.
- 35.** And whereas the said Smt. Angur Bala Naskar daughter of Late Bakreshwar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her brother the said (1) Sri. Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 21/06/1985 duly recorded in Book No. I, Volume No. 81F, Pages from 317 to 328 Being no. I- 4283 for the year 1985.
- 36.** And whereas the said Smt. Pramila Bala Naskar wife of Late Bakreshwar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her sons (1) Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 21/06/1985 duly recorded in Book No. I, Volume No. 81F, Pages from 329 to 340 Being no. I- 4284 for the year 1985.
- 37.** And whereas the said Smt. Nishada Bala Mondal daughter of Late Bakreshwar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her brother the said (1) Sri. Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 21/06/1985 duly recorded in Book No. I, Volume No. 81F, Pages from 341 to 352 Being no. I- 4285 for the year 1985.

38. And whereas the said Smt. Arati Bala Sardar daughter of Late Bakreswar Naskar decided to sell his 3/8<sup>th</sup> share of land out of 15 Decimal danga Land to her brother the said (1) Sri. Ratikanta Naskar, (2) Sushanta Naskar, (3) Ashoke Naskar (4) Krishna Chandra Naskar vide a registered deed of conveyance registered at ADSR Bidhannagar (Salt Lake City) on 08/09/1986 duly recorded in Book No. I, Volume No. 44, Pages from 269 to 282 Being no. I- 2335 for the year 1986.
39. And Whereas the said legal heirs of late Bakreshwar Naskar namely (1) Ratikanta Naskar, Sushanta Naskar, Ashoke Naskar and Krishna Chandra Naskar became the absolute owner of the said property have got by way of inheritance and the deed of Conveyance being No. I-4283, I-4284, I-4285, I-2335 during their joint possession duly recorded their name before the B.L.&L.R.O Rajarhat in the L.R. Record as per their 1/4<sup>th</sup> Share of land Vide L.R. khatian No. 1162/1, 1607/1, 119/1 and 279/1 and paying rents and taxes up to date before the authority of the government.
40. And whereas during joint possession of the aforesaid property the said Sri Ratikanta Naskar died on 01/08/2008 intestate leaving behind him his Wife (1) Smt. Manorama Naskar, his two Sons namely (2) Biswajit Naskar & (3) Sri Prasenjit Naskar and three daughters namely (4) Smt Bisakha Mondal, (5) Rinal Mondal & (6) Smt. Bula Naskar as his legal heirs, successors and representatives who inheris the 1/4<sup>th</sup> share of the aforesaid 15 Decimal landed property left by the said deceased Ratikanta Naskar.
41. And whereas the said legal heirs of Late Ratikanta Naskar the said (1) Smt. Manorama Naskar, his two Sons namely (2) Biswajit Naskar & (3) Sri Prasenjit Naskar and three daughters namely (4) Smt Bisakha Mondal, (5) Rinal Mondal & (6) Smt. Bula Naskar duly recorded their name in the L.R. Record of BL&LRO, Rajarhat vide L.R. Khatian No. 3824, 3825, 3826, 3827, 3828, 3829 and paying renst and taxes up to date.
42. And whereas thus the owners aforesaid **(1) Sri. Sushanta Naskar, (2) Sri Ashok Naskar, (3) Sri Krishna Chandra Naskar, (4) Smt. Manorama Naskar, (5) Biswajit Naskar, (6) Sri Prasenjit Naskar (7) Smt Bisakha Mondal, (8) Rinal Mondal & (9) Smt. Bula Naskar** herein after referred as landowner No. 5 has become the absolute joint owners of the aforesaid Danga land measuring 15 Decimal Equivalent to **9 kata – 1 Chittacks – 9 Sq.ft.** lying and situated at at **Mouza- Raghunathpur**, JL No. 8, R.S. No. 134, touzi No. 3027 comprised in **R.S. & L.R Dag No. 225** in R.S. Khatian No. 284, corresponding to **L.R. Khatian No. 1607/1, 119/1, 279/1, 3824, 3825, 3826, 3827, 3828, 3829** within the local limits of Bidhannagar Municipal Corporation, Ward No. 9, P.S.- Baguiati, Kolkata 700059, District 24 Parganas North, morefully described in the Schedule-A (Part-II) herein under written.
43. And whereas the said Land Owners namely (1) Sri. Sushanta Naskar, have converted his share of land from Danga to BASTU vide Memo No. CON/1935/BL&LRO/RAJ/21 Dated 16/12/2021. And (2) Sri Ashok Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1937/BL&LRO/RAJ/21 Dated 16/12/2021. And (3) Sri Krishna Chandra Naskar have converted his share of land from Danga to BASTU vide Memo No.

CON/1943/BL&LRO/RAJ/21 Dated 16/12/2021, and (4) Smt. Manorama Naskar have converted her share of land from Danga to BASTU vide Memo No. CON/1938/BL&LRO/RAJ/21 Dated 16/12/2021, and (5) Biswajit Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1939/BL&LRO/RAJ/21 Dated 16/12/2021, and (6) Sri Prasenjit Naskar have converted his share of land from Danga to BASTU vide Memo No. CON/1940/BL&LRO/RAJ/21 Dated 16/12/2021. And (7) Smt. Bisakha Mondal have converted her share of land from Danga to BASTU vide Memo No. CON/1941/BL&LRO/RAJ/21 Dated 16/12/2021., (8) Smt. Rina Mondal have converted her share of land from Danga to BASTU vide Memo No. CON/1942/BL&LRO/RAJ/21 Dated 16/12/2021. & (9) Smt. Bula Naskar have converted her share of land from Danga to BASTU vide Memo No. CON/1936/BL&LRO/RAJ/21 Dated 16/12/2021.

44. Being the absolute and lawful owners said **(1) Sri. Sushanta Naskar, (2) Sri Ashok Naskar, (3) Sri Krishna Chandra Naskar, (4) Smt. Manorama Naskar, (5) Biswajit Naskar, (6) Sri Prasenjit Naskar (7) Smt Bisakha Mondal, (8) Rinal Mondal & (9) Smt. Bula Naskar herein being owners no. 5** along with the promoter herein entered into a registered Development Agreement dated 17/08/2021, executed and registered before the office of the D.S.R-II, North 24 Paraganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 79536 to 79626, being No. 150202363 for the year 2021.
45. Thereafter a by virtue of a registered Development Power of Attorney after registered Development Agreement dated 21/08/2021, **(1) Sri. Sushanta Naskar, (2) Sri Ashok Naskar, (3) Sri Krishna Chandra Naskar, (4) Smt. Manorama Naskar, (5) Biswajit Naskar, (6) Sri Prasenjit Naskar (7) Smt Bisakha Mondal, (8) Rinal Mondal & (9) Smt. Bula Naskar** being owners no. 5 herein appointed and nominated “**M/s. SAPTACON**” a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat, and recorded in Book No. I, Volume No. 1502-2021, from pages 81694 to 81753, being No. 150202429 for the year 2021.

#### **PART-F**

46. Whereas One Prafulla Kumar Naskar and Khitish Chandra Naskar Sri. Charu Chandra Naskar, Sri. Nakul Chandra Naskar, Sri Netai Charan Naskar, Adhar Cahndra Naskar alias Ardha Chandra Naskar And Sri ANgan Chandra Naskar was the absolute owners of the landed property measuring 60 decimal lying and situated at Mouza- Raghunathpur, J.L No.8, Touzi No. 3027 comprised in R.S Khatian No. 217, appertaining to R.S. & L.R. Dag No. 227, 229 & 230 within the local limits of Rajarhat Gopalpur Municipality now at

Bidhannagar Municipal Copration under P.S. Rajarhat now at Baguiati, ADSRO Rajarhat, North 24 Parganas.

- 47.** And Whereas said Charu Naskar, recorded his name in respect of a piece and parcel of land measuring 16 Decimal comprised in R.S. & L.R. Dag No. 227 and 11 decimals land comprised in R.S. & L.R. Dag No. 229 out of 60 decimal and Prafullaa Chandra Naskar and other recorded their names in respect of a piece of parcel of land measuring 16 decimals in Dag No. 230 out of 60 Decimals and Sri Nakul Chandrea Naskar, and others recorded their names in respect of piece and parcel of land measuring 17 decimal in R.S. & L.R. Dag No. 228 out of 60 Decimals.
- 48.** Andwhereas Saidf Charu Naskar Sri Prafulla Naskar and other sri. Nakul Chandra Naskar possessed the said total landed property measuring 60 decimals they amicably demarcated their property for their better use and enjoy the same peacefully.
- 49.** And whereas Sri Ardha Chabndra Naskar while seized and possessed his shares of landed property in R.S. &L.R. Dag No.228 he constructed pucca three rooms abs while he seized and possessed the same he died intestate leaving behind his wife Mohini Naskar, only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as his legal heirs, successors and representatives, there after they duly recorded their names in the B.L & L.R.O Rajarhat, being L.R. Khatian No. 329/1, 1130/1, 356/1,897/1, 598/1, and 1252/1 of as per their respective share and paying rents before the authority of government is free from all encumbrances.
- 50.** And there after the said Mohini Naskar the wife of Adhar Chandara Naskar alias Ardha Chandra Naskar died on 05/04/1996 intestate behind her only son Sri Gopal Naskar and Four daughters namely Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) as per Hindu succession act they have got the share of land left by Mohini Naskar and accordingly said Sri Gopal Naskar, Smt. Golapi Naskar (Mondal), Smt. Basanti Naskar, Smt. Nanda Rani Naskar (Mondal), Smt. Rupabani Naskar (Mondal) became the absolute joint owners of ALL THAT BASTU land measuring 4.25 decimal with the construction thereon R.S. & L. R. Dag No. 228, under R.S Khatian No. 214, under L.R. Khatian No. 329/1, 356/1,897/1, 598/1, and 1252/1 situated at Mouza- Raghunathpur, J.L No.08, Re.Sa. No. 134, Touzi No. 3027 within the P.S Rajarhat Now Baguiati, District 24 Parganas (North).
- 51.** AND whereas Sri Gopal Naskar, Smt. Nanda Rani Naskar (Mondal), Smt Basanti Naskar, Rupbani Naskar (Mondal), Smt Golapi Naskar while seized and possessed the same the recorded names in L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1 and they sold and transferred the Bastu land Measuring 05 chittacks – 12 Sq.ft. equivalent to 237 Sq.ft. land together with old dilapidates building out of the total property to Smt. Sushma Das wife of Sri Durgapada Das herein after referred as Landowner No. by way of a registered Bengali Saf Bikroy Kobala, being No. 3090 dated. 02/08/1996 registered at



the office of A.D.S.R.O bidhannagar (Salt lake city) recorded in Book No. I, volume No. 70, Pages from 285 to 296 for the year 1996.

- 52.** AND Whereas **Smt. Sushma Das** wife of Sri Durgapada Das **hereinafter referred as Land owner No. 6** has become the absolute owner of the said **BASTU** land measuring **05 chittacks – 12 Sq.ft.** equivalent to **237 Sq.ft.** situated at **Mouza- Raghunathpur**, J.L No. 8, R.S. No. 134, Touzi No.3027, **R.S & L.R. Dag No. 228**, within the P.S. Rajarhat (Previously) Presently Baguiati, Ward No. 9, Under Bidhanagar Municipal Corporation (Formerly Rajarhat Gopalpur Municipality) and also recorded her name at the authority of B.L. & L.R.O. Rajarhat vide **L.R. Khatian No. 3846**, and also recorded her name at the authority of Bidhannagar Municipal Corporation and having the holding No. **12/217** after that she paying all the taxes accordingly without any default and enjoying their land peacefully and free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written.
- 53.** Being the absolute and lawful owners Said **Smt. SUSHMA DAS** herein being owners no. 6 along with the promoter herein entered into a registered Development Agreement dated 26/07/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 205620 to 205661, being No. 152307120 for the year 2017.
- 54.** Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 03/09/2021, **SUSHMA DAS**, being owners no. 6 herein appointed and nominated "**M/s. SAPTACON**" a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 422905 to 422926, being No. 152310077.

#### **PART-G**

- 55.** Whereas, Sri Gopal Naskar, Smt. Nanda Rani Mondal, Smt. Basanti Naskar, Smt. Rupbani Mondal was the recorded owner of 4.25 Decimal of Bastu Land along with a constructed area situated at Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, R.S & L.R. Dag No. 228, recorded in L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1, within the P.S. Rajarhat (Previously) Presently Baguiati, Ward No. 9, Under Bidhanagar Municipal Corporation (Formerly Rajarhat Gopalpur Municipality) by virtue of inheritance. While possession of the said land they have sold and transferred one shop measuring 312 Sq.ft. on the ground floor by virtue of a registered Deed of Conveyance which was duly registered at ADSR Bidhannagar (Salt lake city) recorded in Book No. 1, volume No. 70 pages from 297 to 306 Being No. 3091 Dated. 02.08.1996.

56. And whereas since after purchase the Ashit Baran Patra got peaceful physical possession of the said portion but due to some legal necessity the said Ashit Baran Patra transferred the said shop unto and in favour of Mr. Arun Paul by virtue of a deed of conveyance (Bengali Kobala) which was duly registered and recorded at ADSR Bidhannagar, in Book No. 1, Volume No. 472, pages from 193 to 209 being No. 07963 Dated. 17.05.2004 in respect of a shop on the ground floor, having its super built up area 312 Sq.ft. more or less along with the proportionate undivided share of land underneath over the said land hereto building at the said land.
57. And whereas since after purchase the said Sri Arun Pal got peaceful and physical possession and his name duly recorded in the office of the Local Municipal Authority by paying taxes accordingly, but due to some legal necessity the said Arun Pal sold and transferred the said shop measuring 205 Sq.ft. super built up area out of 312 Sq.ft. on the ground floor along with the proportionate undivided impartible share of land measuring 6 Chittacks – 42 Sq.ft. situated at Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, R.S & L.R. Dag No. 228, L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1, within the P.S. Rajarhat (Previously) Presently Baguiati, Ward No. 9 (New), Under Bidhanagar Municipal Corporation (Formerly Rajarhat Gopalpur Municipality), Kolkata 700 059 to **Smt. Laxmi Rani Chanda And Sri Raju Chanda** herein after referred to as the Land Owner No. 7 by virtue of a registered Deed of Conveyance (Bengali Kobala) dated. 20/07/20216 registered at D.S.R-II, Barasat, North 24 Parganas, recorded in Book No. 1, Volume No.1502-2016, pages from 60096 to 60119 being No. 150202412 for the year 2016. morefully described in the Schedule-A (Part-II) herein under written.
58. AND whereas the said Smt. Laxmi Rani Chanda and Sri Raju Chandra after having the peaceful and vacant possession of the said shop they have mutate and recorded their name in the record of B.L. & L.R.O Rajarhat vide **L.R. Khatian No. 3948, 3947** and paying the taxes accordingly.
59. Being the absolute and lawful owners Said **Smt. Laxmi Rani Chanda and Sri Raju Chandra** herein being owners no. 7 along with the promoter herein entered into a registered Development Agreement dated 26/07/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 205662 to 205705, being No. 152307119 for the year 2017.
60. Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 01/04/2021, **Smt. Laxmi Rani Chanda and Sri Raju Chandra**, being owners no. herein appointed and nominated “**M/s. SAPTACON**” a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Niltya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2021, from pages 206747 to 206775, being No. 152304879.

**PART- H**

- 61.** One Sri Charu Chandra Naskar was the absolute owner of the BASTU land measuring 4 Kata -00 Chittacks – Sq.ft. equivalent to 7 Decimal situated at Mouza- Raghunathpur, JL No. 8, R.S. No. 134, Touzi No.3027, R.S Dag No. 223, Recorded in C.S. Khatian No. 126, District North 24 Parganas, enjoying the land peacefully and paying the taxes accordingly.
- 62.** And whereas the said Charu Naskar while possession of the said bastu land measuring 4kata-00 Chittacks - 00 Sq.ft. at Mouza- Rgahunathpur, he sold and transferred all the rights to Sri. Hare Krishna Koyal by virtue of a sale deed duly registered at Sub-registrar of Cossipore Dum Dum on 20/04/1969 recorded in Book No. 1, Volume No.15, pages from 115 to 117, being No. 518 for the year 1969 and after the deed the hare Krishna Koyal having full peacefull physical possession of the said land and enjoying thereafter and providing all the taxes to the government accordingly.
- 63.** And whereas Sri. Hare Krishna Koyal for some legal necessity of his he decided to sold and transferred the said **BASTU** land measuring **4 Kata -00 Chittacks – 00Sq.ft.** equivalent to 7 Decimal situated at **Mouza- Raghunathpur**, JL No. 8, R.S. No. 134, Touzi No.3027, **R.S Dag No. 223 corresponding to L.R Dag No. 227**, recorded in C.S. Khatian No. 126, District North 24 Parganas, to the **Sri. Nitya Ranjan Chakraborty** hertein after referred as the Lands owner No. 8 by virtue of a registered sale deed (Bengali Kobala) duly registered at SUB-Registrar Cossipore Dum Dum on 24/09/1976 duly recorded in The Book No. 1, Volume No. 105 pagres from 219 to 221 being no. I- 6458 for the year 1976. And the said **Nitya Ranjan Chakraborty** after having the physical possession of the said plot he recorded his name at the local municipal authority Bidhnanagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality) and having the Holding No. 140 in Ward No. 9 (new) and also recorded his name in the BL&LRO, Rajarhat vide **L.R. Khatian No. 633/1** and paying the taxes accordingly, morefully described in the Schedule-A (Part-II) herein under written.
- 64.** Being the absolute and lawful owners said **Sri NITYA RANJAN CHAKRABORTY** herein being owners no. 8 along with the promoter herein entered into a registered Development Agreement dated 21/11/2017, executed and registered before the office of the A.D.S.R, Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 339199 to 339235, being No. 152311343 for the year 2017.
- 65.** Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 21/11/2017 **Nitya Ranjan Chakraborty**, being owners no. 8 herein appointed and nominated “**M/s. SAPTACON**” a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and

registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2017, from pages 337789 to 337807, being No. 152311360.

#### PART- I

- 66.** Whereas (1) Sri Nakul Chandra Naskar, (2) Sri Netai Chandra Naskar, (3) Sri Adhar Chandra Naskar Alias Sri Ardha Chandra Naskar And (4) Sri. Jangal Naskar alias Kalipada Naskar were the absolute joint owners of land measuring 17 Decimal a little more or less comprised in C.S. Dag No. 224 corresponding to R.S. Dag Nos.228, under R.S. Khatian No. 126, In Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. – Rajarhat, North 24 Parganas.
- 67.** And Whereas the said (1) Sri Nakul Chandra Naskar, (2) Sri Netai Chandra Naskar, (3) Sri Adhar Chandra Naskar Alias Sri Ardha Chandra Naskar And (4) Sri. Jangal Naskar alias Kalipada Naskar amicably partitioned the said property and after partition, the Sri. Jangal Naskar alias Kalipada Naskar became the 1/4<sup>th</sup> share i.e. 4.25 Decimal land of out of 17 decimal of land more or less C.S. Dag No. 224 corresponding to R.S. Dag No. 228, under R.S. Khatian No. 126, In Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. – Rajarhat, North 24 Parganas and seized and possessed the same without any interference and hindrance from any third parties.
- 68.** And whereas the said the Sri. Jangal Naskar alias Kalipada Naskar sold and transferred and conveyed the said 4.25 decimal Land to Sri. Bhairav Naskar both are son of Sri Nakul Chandra Naskar vide a registered deed of conveyance on 30.07.1966 registered at the office of S.R.O Cossipore Dum Dum recorded in Book No. 1 Volume No. 105, pages from 88 to 90 Being No. 7040 for the year 1966.
- 69.** And whereas while in physical possession of the land measuring about 4.25 decimal land the said Sri. Bhairab Naskar have recorded his name in the L.R record at B.L & L.R.O. Rajarhat Vide L.R. Khatian No. 1007 comprised in C.S. Dag No. 224, R.S. & L.R Dag No. 228 at Raghunathpur Mouza.
- 70.** And whereas the said Sri Bhairab Naskar while in possession of the land had died on 05/12/1995 intestate leaving behind his wife (1) Smt. Sabitri Naskar, two sons (2) Sri. Sovan Kumar Naskar, (3) Sri Debasish Naskar and two daughters (4) Smt. Putul Mondal, and (5) Smt. Runu Mondal as his only legal heirs, successors as per Hindu Succession Act.
- 71.** And Whereas by way of Hindu Succession Act the said (1) Smt. Sabitri Naskar, (2) Sri. Sovan Kumar Naskar, (3) Sri Debasish Naskar (4) Smt. Putul Mondal, (5) Smt. Runu Mondal has become the absolute owner of the said land, while each having 1/5<sup>th</sup> share of land.
- 72.** And Whereas the said Smt. Sabitri Naskar Wife of Late Bhairab Naskar, Smt. Putul Mondal & Smt. Putul Mondal both are the daughters of Late Bhairab Mondal each are owner of 1/5<sup>th</sup> Share of the said land had decided gift their share of land to the said Sri. Sovan Naskar And Sri Debasish Naskar both are son of Late Bhiarab Naskar

ans Son of Smt. Sabitri Naskar, and Full bolded brother of Smt. Putul Naskar Runu Mondal vide two separate deed of Gift duly registered at ADSR Bidhannagar on 27/01/2009 recorded in Book No. 1, CD Volume No. 1, Pages From 13593 to 13608 being No. 00621 for the year 2009 and another Deed of Gift duly registered at DSR-II, Barasat, North 24 Parganas, on 06/10/2020 recorded in Book No. 1, Volume No. 1502-2020, Pages from 52139 to 52174 Being No. 150201696 for the year 2020.

- 73.** And whereas the said Sri. Sovan Naskar and Sri Debasish Naskar both are son of Late Bhairab Naskar had become the absolute owners of the said 4.25 decimal Land by virtue of the Hindu Succession Act After demise of Bhairab Naskar and by virtue of the said Deed of Gifts Being No. 00621 & 150201696.
- 74.** And whereas the said **Sri. Sovan Naskar alias Sri Sovan Kumar Naskar** son of late bhairab Mondal herein after referred as the landowners no. 9 had also recorded his name in the LR record Vide LR Khatian No.2492 of his share of **"BASTU"** land recorded as **2 decimals equivalent to 1 Kata - 4 Chittacks 23.50 Sq. ft.** a little more or less situated in C.S. Dag No. 224 corresponding to **R.S. & L.R. Dag No. 228**, under R.S. Khatian No. 126, Old L.R. Khatian No. 1007, **New L.R. Khatian No. 2492** In **Mouza- Raghunathpur**, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. – Rajarhat, North 24 Parganas, and seized and possessed the same without any interference and hindrance from any third parties free from all encumbrances. morefully described in the Schedule-A (Part-II) herein under written.
- 75.** Being the absolute and lawful owners Said **Sri SOVAN NASKAR ALIAS SOVAN KUMAR NASKAR** herein being owners no.9 along with the promoter herein entered into a registered Development Agreement dated 24/12/2018, executed and registered before the office of the D.S.R-II, North 24 Parganas, Barasat and recorded in Book No. I, Volume No. 1502-2018, from pages 115718 to 115758, being No. 150204027 for the year 2018.
- 76.** Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 24/12/2018 **Sri SOVAN NASKAR ALIAS SOVAN KUMAR NASKAR**, being owners no. herein appointed and nominated **"M/s. SAPTACON"** a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Niltya Nanda Das, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the D.S.R-II, North 24 Parganas, Barasat and recorded in Book No. I, Volume No. 1502-2018, from pages 115828 to 115851, being No. 150204037.

#### PART - J

- 77.** Whereas One Sri. Netai Naskar was the absolute owner of the BASTU land measuring 5 Decimal out of 17 decimal land Equivalent to 3 Kata – 0Chittacks – 21.6 Sq.ft. in

R.S. Dag No. 228 In Mouza- Raghunathpur, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. – Rajarhat, North 24 Parganas.

- 78.** While in possession the said Sri. Netai Naskar died intestate leaving behind his only son Sri. Arabinda Naskar as his successor, representative, who have become the absolute owner of the said land in R.S. Dag No. 228 in Mouza- Raghunathpur, and recoded his name in the L.R. Record of BL&LRO, Rajarhat Vide L.R. khatian No. 98, and enjoying the peacefull possession of the said property free from all encumbrances.
- 79.** And Whereas the said Sri Arabinda Naskar by affection of Pure love to his own Sons Sri. Biswajit Naskar And Sri. Satya Jit Naskar, the said Arabinda Naskar decided to Gift the property to his mentioned son and accordingly registered the Deed of Gift on 20/01/2016 registered at ADSR , Rajarhat (Newton) recoded in Book No. I, Volume No. 1523-2016 Pages from 27959 to 27976 being No. 1252300567 for the year 2016.
- 80.** And Whereas the said **Sri Satyajit Naskar And Sri Biswajit Naskar** hereinafter referred landowner No. 10 has become the absolute owner of the **BASTU** Land Measuring 5 Decimal out of total 17 decimal land Equivalent to **3 Kata – 0Chittacks – 21.6 Sq.ft. in R.S. & L .R. Dag No. 228** comprised L.R. Khatian No. 98 in **Mouza- Raghunathpur**, J. L No. 08, Re. Sa. No. 134, Touzi No. 3027, P.S. – Rajarhat, North 24 Parganas, and also recorded their name in the L.R. Record of BL&LRO, Rajarhat vide **L.R Khatian No. 3591, 3623** and enjoying the peaceful physical possession of the said property free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written.
- 81.** Being the absolute and lawful owners Said **Sri. SATYAJIT NASKAR & Sri. BISWAJIT NASKAR** herein being owners no. 10 along with the promoter herein entered into a registered Development Agreement dated 07/08/2018, executed and registered before the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2018, from pages 296926 296965, being No. 152308917 for the year 2018.
- 82.** Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 07/08/2018 **Sri SATYAJIT NASKAR AND SRI BISWAJIT NASKAR**, being owners no. 10 herein appointed and nominated “**M/s. SAPTACON**” a proprietorship firm represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as their constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2018, from pages 296966 to 296987, being No. 152308924.

- 83.** Whereas (1) Prafull Kumar Naskar, (2) Khitish Chandra Naskar, (3) Charu Chgandra Naskar, (4) Nakul Chandra naskar, (5) Netai Charan Naskar, (6) Ardha Chandra Naskar Alias Adhar Chandra Naskar , (7) Angan Chandra Naskar were the absolute joint owners of land measuring 60 Decimal a little more or less comprised in R.S. Dag Nos. 227, 228, 229 & 230 under R.S. Khatian No. 214, In Mouza- Raghunathpur, J. L No. 08, Re.S.a. No. 134, Youzi No. 3027, P.S. – Rajarhat, North 24 Parganas.
- 84.** And Whereas the said(1) Prafull Kumar Naskar, (2) Khitish Chandra Naskar, (3) Charu Chgandra Naskar, (4) Nakul Chandra naskar, (5) Netai Charan Naskar, (6) Ardha Chandra Naskar Alias Adhar Chandra Naskar , (7) Angan Chandra Naskar amicably partitioned the said propert and after partition , the said Ardha Chandra Naskar Alias Adhar Chandran Naskar became the absolute owner of land measuring 17 decimal more or less comprised in R.S. Dag No. 228, Under R.S. Khatian No. 214 I Mouza – Raghunathpur, J. L No. 08, Re.S.a. No. 134, Youzi No. 3027, P.S. – Rajarhat, North 24 Parganas and seized and possessed the same without any interference and hindrance from any third parties.
- 85.** And whereas the said Ardha Chandra Naskar Alias Adhar Chandra Naskar died intestate leaving behind his wife namely Smt Mohini Naskar, and only son namely Gopalp Chandra Naskar and Four Daughters namely (1) Nanda Rani Mondal, (2) Basanti Naskar, (3) Rupbani Mondal, (4) Golapi Naskar as his heirs and successors in interest in respect otthe afore said property left by the said Ardha Chandra Naskar Alias Adhar Chandra Naskar since deceased.
- 86.** Thus on the basis of the aforementioned facts and circumstances the said (1) Smt Mohini Naskar, (2) Gopal Chandra Naskar, (3) Nanda Rani Mondal, (4) Basanti Naskar, (5) Rupbani Mondal, (6) Golapi Naskar become the absolute joint owners of the aforesaid land measuring 17 decimals comprised in R.S. Dag No. 228, under R.S. Khatian No. 214 in Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, P.S.- Rajarhat, North 24 Parganas. And while in absolute joint possession and ownership the afore Smt Mohini Naskar recorded her name in L.R. Khatian No. 1130/1, And (2) Gopal Chandra Naskar recorded his name in L.R. Khatian No. 329/1, and (3) Nanda Rani Mondal, recorded her name in L.R. Khatian No. 598/1, And (4) Basanti Naskar recorded her name in L.R. Khatian No. 897/1, And (5) Rupbani Mondal recorded her name in L.R. Khatian No. 1252/1, AND (4) Golapi Naskar recorded her name in L.R. Khatian No. 356/1.
- 87.** And whereas the said Mohini Naskar died intestate leaving behind her aforesaid only son Sri. Gopal Chandra Naskar, and aforesaid four daughters (1) Nanda Rani Mondal, (2) Basanti Naskar, (3) Rupbani Mondal, (4) Golapi Naskar as her heirs and successors in interest in respect of her share in the aforesaid property left by the said Mohini Naskar since deceased in the estate of the said Ardha Chandra Naskar Alias Adhar Chandra Naskar since deceased .
- 88.** And whereas thus on the basis of the aforementioned facts and circumstances the said (1) Gopal Chandra Naskar, (2) Nanda Rani Mondal, (3) Basanti Naskar, (4) Rupbani Mondal, (5) Golapi Naskar has become the absolute joint owners of the aforesaid land

measuring 17 decimals comprised in R.S. & L.R. Dag No. 228, under R.S. Khatian No. 214 in Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, in L.R. Khatian No. 1130/1, 329/1, 598/1, 897/1, 1252/1, 356/1. P.S. Rajarhat, under RAJARHATT Gopalpur Municipality presently Bidhannagar Municipal Corporation in the district of North 24 Parganas sold a portion of land measuring 6 Chittacks – 42 Sq.ft. to one Sri Asit Baran Patra by virtue of a Registered Deed of Conveyance, registered on 02/08/1996 registered in the office of the ADST Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 70, Pages from 227 to 306 being Deed No. 3091 for the year 1996.

- 89.** And whereas on the basis of the afore said registered deed of conveyance Being No. 3091 for the year 1996 the said Asit Baran Patra became the absolute owner of the afore said measuring 06 Chittacks – 42 Sq.ft. more or less together with old dilapidated building area measuring 312 Sq.ft. more or less comprised in R.S. & L.R Dag No. 228, under R.S. Khatian No. 214, L.R Khatian No. 1130/, 329/1, 598/1, 891/1, 1252/1, & 356/1 in Mouza- Raghunathpur, J.L No. 8, R.S. No. 134, Touzi No. 3027, P.S- Rajarhat, North 24 Parganas.
- 90.** After having absolute ownership over the aforesaid property the said Asit Baran Patra modified the said structure and reconstructed thereon Shops Being No. "A"&"A1" and while in possession the said Asit Baran Patra sold, transferred , conveyed a shop being No. A1 measuring 106 Sq.ft. Super Built up Area including all easements rights with rights to use and enjoy the common passage for egress ingress to one Sri Amit Dutta son of Adhar Dutta by virtue of a registered deed of conveyance, registered on 30/04/2003 registered in the office of the A.D.S.R Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 452 Pages from 233 to 248 being deed No. 8028 for the year 2003.
- 91.** And whereas the said Amit Dutta sold, transferred, conveyed the afore said shop Being No. A1 measuring 106 Sq.ft. Super builtup area more or less including all easements rights with rights to use and enjoy the common passage for egress ingress to (1) Dipankar Das son of Late Makhan Lal Das & (2) Tumpa Das wife of Dipankar Das by virtue of a registered deed of conveyance, registered on 11/08/2008 registered in the office of the ADSR Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 10 Pages from 4364 to 4377 being deed No. 10454 for the year 2008.
- 92.** And whereas the said Dipankar Das And Smt. Tumpa Das sold , transferred, conveyed the afore said shop Being No. A1 measuring 106 Sq.ft. Super builtup area more or less including all easements rights with rights to use and enjoy the common passage for egress ingress to (1) Shyamal Kumar Mondal & (2) Sutapa Mondal by virtue of a registered deed of conveyance, registered on 22/04/2013 registered in the office of the ADSR Rajarhat and recorded in Book No. 1, CD Volume No. 7 Pages from 3399 to 3422 being deed No. 04586 for the year 2013.
- 93.** Thus on the basis of the Deed of conveyance Being No. 04586 the said Sri Shyamal Kumar Mondal And Smt. Sutapa Mondal became the absolute owner of one Complete Shop being No. A1 on the Ground floor measuring 106 Sq.ft. more or less of super built



up area lying and situated on the said building situated on the said plot of BASTU land measuring 6 chittacks 42 Sq.ft. lying and situated at Mouza- Raghunathpur, JL No. 8, R.S. no. 134, Touzi No. 3027, R.S. & L.R. Dag No. 228 under R.S. Khatian No. 214, L.R. Khatian No. 1130/1, 329/1, 598/1, 897/1, 1252/1 & 356/1 within the local limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Ward No. 9 (New), P.S- Baguiati (Formerly Rajarhat), North 24 Parganas, Kolkata 700059. Together with rayati interest over the said property and together with all easementary rights thereto and also the right to use enjoy over the said common areas and facilities each having undivided 50% share in the aforesaid shop area i.e. 53 Sq.ft. for each.

- 94.** And whereas the said Shyamal Kumar Mondal gift, convey and transfer his 50% area of share of Shop area i.e. 53 Sq.ft. together with all easementary rights thereto and also the right to use enjoy over the said common areas and facilities to his wife namely **Smt. Sutapa Mondal** hereinafter referred as landowner No. 11 who is also the owner of other 50 % share i.e. 53Sq.ft. of the afore said shop by a registered deed of gift registered on 12/07/2017 registered at the office of the ADSR Rajarhat, Recorded in Book No. 1, CDF Volume No. 1523-2017, Pages from 189698 to 189723 Being No. I-06531 for the year 2017.
- 95.** And whereas **Sri Sutapa Mondal** hereinafter referred as the landowner No. 11 has become the absolute owner of one Complete Shop being No. A1 on the Ground floor measuring **106 Sq.ft.** more or less of super built up area lying and situated on the said building situated on the said plot of **BASTU** land measuring 6 chittacks 42 Sq.ft. lying and situated at **Mouza- Raghunathpur**, JL No. 8, R.S. no. 134, Touzi No. 3027, R.S. & L.R. Dag No. 228 under R.S. Khatian No. 214, L.R. Khatian No. 1130/1, 329/1, 598/1, 897/1, 1252/1 & 356/1 within the local limits of Bidhannagar Municipal Corporation (formerly Rajarhat Gopalpur Municipality), Ward No. 9 (New), P.S- Baguiati (Formerly Rajarhat), North 24 Parganas, Kolkata 700059. Together with rayati interest over the said property and together with all easementary rights thereto and also recorded her name in the Authority of BL&LRO, Rajarhat in **L.R. Khatian No. 3939** and seized and possessed the shop without any hindrance and free from all encumbrances, morefully described in the Schedule-A (Part-II) herein under written.
- 96.** Being the absolute and lawful owners Said **Smt. SUTAPA MONDAL** herein being owners no. 11 along with the promoter herein entered into a registered Development Agreement dated 02/08/2017, executed and registered before the office of the A.D.S.R Rajarhat and recorded in Book No. I, Volume No. 1523-2017, from pages 214985 to 215020, being No. 152307451 for the year 2017 followed by a supplementary Development Agreement executed on 26/08/2022 and registered before the office of the A.D.S.R Rajarhat and recorded in Book No. I, Volume No. 1523-2022, from pages 553823 to 553844, being No. 13816 for the year 2022.
- 23.** Thereafter a by virtue of a registered Development Power of attorney after registered development agreement dated 26/08/2022 **Smt. SUTAPA MONDAL**, being owners no. 11 herein appointed and nominated "**M/s. SAPTACON**" a proprietorship firm

represented by its Proprietor **Mr. BISWANATH DAS [PAN NO. AHRPD6479Q] [AADHAR NO. 5755 4513 7763]**, Son of Mr. Nitya Nanda Das, by Faith- Hindu, by Occupation- Business, by Nationality- Indian residence and office at RH-37, Raghunathpur, Sarkar Bagan, P.O- Raghunathpur, P.S- Baguiati, Kolkata 700059, District North 24 Parganas, West Bengal as her constituted power of attorney which was duly executed and registered in the office of the A.D.S.R Rajarhat, and recorded in Book No. I, Volume No. 1523-2022, from pages 554255 to 554274, being No. 13824.

**24.** Subsequently the Promoter herein has started construction work of a multi-storied building consisting of several residential flats/apartments, garage space/s, car parking space/s under the terms of the Development Agreements and in accordance with the building Sanction Plan No. **BMC/BPN/RG/885/62/1/20-21, dated 28/12/2022**, which is under progress.

#### SCHEDULE A

##### PART II

##### DESCRIPTION OF THE PREMISES

**ALL THAT** piece and parcel of “**BASTU**” land admeasuring **35(Thirty Five) Cottahs 1(One) Chittacks and 16(Sixteen) Square Feet as per Record of Rights (Porcha) And as per physical measurement the said land measuring about 33 (Thirty three) Cottahs 03 (Three) Chittacks and 14 (Fourteen) Sq.ft.**, more or less, lying and situate under Mouza- Raghunathpur, J.L. No. 08, R. S. No. 134, Touzi No. 3027, comprised under R.S. & L.R. Dag Nos. 222, 225, 226, 227 & 228 under **L.R. Khatian No. 3409, 3410, 119/1, 279/1, 1607/1, 3824, 3825, 3826, 3827, 3828, 3829, 3394, 3395, 633/1, 3020, 3021, 3022, 3930, 3931, 3846, 3945, 3947, 2492, 3591, 3623, 3939**, respectively, P.S. Baguiati (Formerly Rajarhat), in the District- North 24 Parganas, under Ward No. 9, within the limit of the Bidhannagar Municipal Corporation, Raghunathpur Main Road, Tegharia, Kolkata - 700059, West Bengal, and the same is Butted and Bounded as follows:

ON THE NORTH	:	By Land of Kanailal Baidya, Surojit baidya;
ON THE SOUTH	:	By Land of Debasish Naskar, Gobardhan Naskar, Joy Gopal Naskar, Kartik Naskar;
ON THE EAST	:	Raghunathpur Main Road
ON THE WEST	:	By land of Bivas Naskar, Niranjana Naskar;

#### SCHEDULE-B

##### DESCRIPTION OF THE APARTMENT AND COVERED PARKING

##### PART- I

**ALL THAT** the Apartment No.\_\_\_\_ with on the \_\_\_\_\_ **Floor** of **Block-** \_\_\_\_\_, having carpet area of \_\_\_\_\_ **square feet**, excluding of balcony area of \_\_\_\_\_ square feet (Super Built Up area \_\_\_\_\_ **Sq. Ft.**), more or less, flooring \_\_\_\_\_, at the Project known as **“NIRMAN VISTAA”**, constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

#### **PART- II**

**ALL THAT** Parking space purchased with the right to park for \_\_\_\_ (\_\_\_\_) medium sized car in the \_\_\_\_\_ car parking space, admeasuring \_\_\_\_\_ (\_\_\_\_\_) **Sq. Ft** more or less Super Built Up Area, flooring \_\_\_\_\_, situate at the \_\_\_\_\_ of the building, situate in the complex namely **“NIRMAN VISTAA”**.

#### **SCHEDULE- ‘C’**

#### **PAYMENT PLAN**

#### **PART- I**

#### **“AGREED CONSIDERATION”**

- (a) Consideration for the Undivided Share and for  
Construction and completion of the said Apartment Rs...../-  
No.\_\_\_\_\_ on \_\_\_\_ floor admeasuring \_\_\_\_\_ sq.ft.  
Approx Carpet Area. (Super Built up area \_\_\_\_\_ Sq. ft.)
- (b) Consideration for the right to park a car  
in the said parking space Rs...../-

#### **AGREED CONSIDERATION**

**Rs...../-**

**[Rupees .....only]**

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number \_\_\_\_\_

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

#### **PART – II**

#### **Payment Terms**

- ..... at the time of Agreement plus GST.
- ..... at the time of roof casting of proposed flat plus GST.
- ..... at the time of brick work and plastering plus GST.
- ..... at the time of flooring plus GST.
- ..... at the time of finishing work plus GST.

..... at the time of Possession or Registration which is early plus GST.

### **PART – III**

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of “**Promoter**” i.e. “\_\_\_\_\_” and the \_\_\_\_\_ shall deduct applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

### **PART – IV**

The “**Promoter**” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ with an additional period of \_\_\_\_\_ (\_\_\_\_\_) months, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

### **PART – V**

#### **Section A: Additional Payments payable wholly by the Allottees**

- (a) All Statutory Rates and taxes, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottees.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

- (c) Charges levied by the **“Promoter”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottees to the Promoter are all additional / inclusive of the chargeable area:**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional / inclusive of the chargeable area:**

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment is all inclusive of the chargeable area.
- (c) Installation of security system for the common portions is all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.

**PART – VI**

Additional consideration payable to the **“Promoter”** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **“Promoter”**. Such additional consideration shall

be calculated at the same rate at which the Agreed Consideration has been computed.

**PART – VII**  
**“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. \_\_\_\_\_/= [Rupees \_\_\_\_\_] per carpet area sq. ft for \_\_\_\_\_ [\_\_\_\_\_] months.
- (b) Deposit for Corporation/Zila Parishad/Panchayet/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Promoter”** at the appropriate time. The Allottees agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE ‘D’**  
**SPECIFICATIONS, AMENITIES, FACILITIES**  
**(WHICH ARE PART OF THE APARTMENT)**  
**(SPECIFICATIONS)**

1. Building: The building will be erected on R.C.C. framed structure.
2. Walls: Brick masonry for the outer wall will be 8” thick, partition wall will be 5” and 3” thick with a minimum height as per sanctioned plan. The outer wall will be of cement plaster and the inside wall will be finished with plaster of Paris.
3. Windows: Aluminum windows with integrated grills painted with synthetic enamel paint. In Kitchen and Bath rooms windows with integrated grills painted with synthetic enamel paint and fitted with 3 mm glass.
4. Doors: Door frame will be made of “Sal” wood and the door panels will be of commercial flush type.
5. Flooring: Flooring will be made with vitrified tiles. Skirting will be of 4” height.
6. Kitchen: Granite cooking platform will be provided with sink and drawing board. The dado upon the cooking platform up to 3’ feet height will be fitted with designer glazed tiles.

7. Toilet: Bath room will be provided with commode. The walls of the Toilet up to 6' feet height will be fitted with designer glazed tiles and the floor will be made with floor tiles. One shower and wall mixer will be provided in Bath Room.
8. Water Sources: Deep tube well with water reservoir and overhead tank will be provided as the water sources of the building including submersible pump set.
9. Electricity : 5 Points will be provided. Concealed wiring with modular Switches shall be provided. Individual /separate Electric Meter for the flat / space will be provided / arranged on payment of costs and expenses therefor.
10. Roof and Terrace: The roof of the building will be finished with roof tiles and the terrace will be water proofed.
11. One Lift will be installed at the cost of the Developer.
12. Extra Work : Any work other than specified above will be treated as extra work and will be carried on only upon prior payment of cost and expenses to be incurred therein.

**THE SCHEDULE "E" ABOVE REFERRED TO  
(COMMON AREAS & COMMON FACILITIES)**

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. 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 he same.
9. Boundary walls and Main gate.
10. Other areas and installations and /or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.
11. 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-owner 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 agrees of the prospective buyers / residents of proposed buildings in this premises and or in the said amalgamated premises.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city / town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottees:

(1) Signature \_\_\_\_\_ (2) \_\_\_\_\_ Signature

\_\_\_\_\_  
Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**SIGNATURE OF THE OWNERS (Represented by the Power of Attorney holders):**

(1) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_

(3) Signature \_\_\_\_\_ (4) \_\_\_\_\_ Signature

\_\_\_\_\_

(5) Signature \_\_\_\_\_ (6) Signature

\_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**



Promoter:

Address:

(1) Signature \_\_\_\_\_  
\_\_\_\_\_

(2) Signature \_\_\_\_\_

(3) Signature \_\_\_\_\_

(4) Signature \_\_\_\_\_

(5) Signature \_\_\_\_\_  
\_\_\_\_\_

(6) Signature \_\_\_\_\_

At Kolkata on \_\_\_\_\_ in the presence of:

WITNESSES:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
\_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**RECEIPT**

**RECEIVED** a sum of **Rs. ....../- (Rupees .....)** only from the above named Purchasers as advance amount against the full and final amount of **Rs. ....../- (Rupees .....)** only.

**MEMO OF CONSIDERATION**

Sl.No	Cheque No./DD No.	Date	Drawn on Bank & Branch	In favour of	Amount (Rs.)
1.					...../-
<b>TOTAL</b>					...../-

**(Rupees .....)** only

**WITNESSES**

1.

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**SIGNATURE OF PROMOTER**

2.

**Drafted and prepared by me:**