



স্রী. Sri. Biswanath Das.  
R.H-37 Raghunathpur, Sarkar Bag

বিশেষজ্ঞ ডাক্তার  
ডেতার ক্রী  
আমতাসা এ.ডি.এস.আর.অফিস

উত্তর ২৪ পরগণা

করের তারিখ 01 JUN 2017  
সেট মূল্য

বৈজ্ঞানিক অফিস - বারাসাত 700000  
ডেতার - ক্রী গোবিন্দ ক্রমাদ মিত্র

Biswanath Das



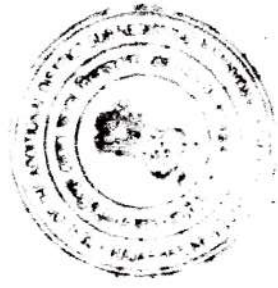
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Biswanath Das



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Suama Das



Tapan Sen  
(Adv)

M. V. Das  
স্বয়ং-উপস্থিত  
স্বয়ং-উপস্থিত, (স্বয়ং-উপস্থিত)  
স্বয়ং-উপস্থিত

Address: ...  
Barisal, West Bengal, India

07 JUN 2017

Susama Das.

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1. SMT, SUSHAMA DAS, PAN - AGPPD7292J, wife of ~~Sri A.~~  
Durgapada Das, by faith Hindu, by occupation Business, by nationality  
Indian, residing at TG-3/36 No. Tegharia (Lichu bagan), P.O.- Hatiara,  
P.S. - Baguiati, Kolkata - 700059, District - 24 PCS (N), West Bengal,  
hereinafter collectively referred to and called as the "VENDORS"  
(which term or expression shall unless excluded by or repugnant to the  
context or subject shall deemed to mean & include each of her  
respective heirs, executors, administrators, representatives and  
assigns/ nominees) of the FIRST PART.

AND

"SAPTACON", represented by its sole proprietor Sri Biswanath das  
PAN - AHRPD6479Q son of Nityananda. Das, having its office at RH -  
37, Raghunathpur Sarkarbagan, P.O. - Deshbandhunagar, P.S. -  
Baguiati, North 24 Parganas, Kolkata -700 059, and administrative  
office at carrying on business in the name and style as "SAPTACON" a  
proprietorship concern having its registered office at RH - 37,  
Raghunathpur Sarkarbagan, P.O. - Deshbandhunagar, P.S. - Baguiati,  
North 24 Parganas, Kolkata -700 059, herein after referred to as the  
"Developer" (which term or expressions unless excluded by or  
repugnant to the context or subject shall deem to mean and include his  
successor or successors at office administrators executors, legal  
representatives, and assigns) of the SECOND PART.

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**WHEREAS,** Sri Prafulla. kumar Naskar. Sri Khitish Chandra Naskar. Sri Charu Chandra naskar, Sri Naku Chandra Naskar, Sri Netai Charan Naskar, Sri Ardha Chandra Naskar alias Adhar Chandra Naskar and Sri Angan Chandra Naskar was the absolute owners of the landed property measuring 60 decimals lying and situated at within Mouza - Raghunathpur, J.L No. - 08, Revenue Survey No. 134, Touzi No. 3027, Pargana - Kolkata, comprised in R.S. & L.R. Khattan No. 214, appertaining to Dag Nos. 227, 229 & 230, within the local limits of Rajarhat Gopalpur Municipality now at Bidhannagar Municipal Corporation under P.S. Rajarhat, Now at Baguiati. A.D.S.R O Rajarhat, North 24 Parganas.

**And Whereas,** said Charu Chandra Naskar, recorded his in respect of a piece and parcel of land measuring about 16 decimals comprised in Dag No. 227 and 11 decimals comprised in Dag No. 229 out of 60 decimals and Sri Prafulla Chandra Naskar, and others recorded their names in respect of a piece and parcel of land measuring 16 decimals in Dag No 230 out of 60 decimals and Sri Naku Chandra naskar, and others recorded their names in respect of a piece and parcel of land measuring 17 decimals in Dag No. 228, out of 60 decimals.

**And Whereas,** said Charu Chandra Naskar, Sri Prafulla kumar Naskar, and others and Sri Naku Chandra Naskar, and others

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seizes and possessed the said total landed property measuring 60 decimals they amicably demarcated their property for their better use and enjoy the same peacefully.

**And Whereas,** said Sri Ardha Chandra Naskar alias Adhar Chandra Naskar while seized and possessed his share of landed property in Dag No. 228 he constructed pucca three rooms and while he seized and possessed the same he died intestate leaving behind his wife Smt Mohini Naskar and sons and Daughters namely Sri Gopal Naskar, Smt Nanda Rani mondal, Smt Basanti Naskar, Smt Rupbani Mondal, Smt Golapi Naskar, as his only legal heirs and successors to inherit her afore said share property.

**And Whereas,** Smt Mohini Naskar while seized and possessed her undivided share of property in Dag No. 228, she also died intestate leaving behind her sons and daughters namely Sri Gopal Naskar, Smt Nanda Rani Mondal Smt Basanti Naskar, Smt Rupbani Mondal, Smt Golapi Naskar, as his only legal heirs and successors to inherit her afore said share property.

**And Whereas,** after demised of said Sri Ardha Chandra Naskar alias Adhar Chandra Naskar and Smt Mohini Naskar their aforesaid legal heirs and. Successor namely Sri Gopal Naskar, Smt Nanda Rani Mondal, Smt Basanti Naskar, Smt Rupbani Mondal, Smt Golapi naskar became the absolute

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parents as per Hindu Succession Act left by said deceased Artha Chandra Naskar alias Adhar Chandra Naskar and Smt Mohini Naskar.

And Whereas, Sri Gopal Chandra Naskar, Smt. Nanda Rani Mondal Smt Basanti Naskar, Smt Rupbani Mondal, Smt Golapi naskar while seized and possessed the same the recorded names in L.R settlement records in L.R. Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1 and they sold and transferred the land measuring 05 chitracks 12 Square feet bastu land equivalent to 237 square feet bastu land together with old dilapidated building out of their total property to one Smt. Sushama Das by way of a registered Bengali Saf Bikray Kobala, Bering No.3090, dated 02.08.1996 which was registered at A.D.S.R.O Bidhannagar (Salt lake City and recorded the same in book no. 1, Volume No. 70, pages from 285 to 296 for the year 1996.

And Whereas, in the manner aforesaid the Owner 'herein became the absolute land owner of the entire land alongwith old dilapidated building measuring an area of 05 chitracks 12 Square feet bastu land equivalent to 237 square feet bastu land lying and situated at within Mouza - Raghunathpur, d.L No. - 08, Revenue Survey No. 134, Touzi No. 3027, R.S Khatian No. 214, R.S Dag no 228, P.S - Baguiati A.D.S.R Rajarhat North 24 Parganas within the local limits of Bidhannagar Municipal Corporation in ward No. 25, at now 17.

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And Whereas, the Owners thereafter have paid Govt. revenues (Dakhilas) and have mutated their respective names with the Rajarhat Gopalpur Municipality and have been paying Municipal taxes regularly.

And Whereas, the Owner are absolutely seized and possessed of and otherwise well and sufficiently entitled to the shop land measuring an area of 237 Square feet bastu land be the same little more or less comprised in R.S. & b.R. Dag No. 228 under R.S. Khattian No. 214, corresponding to L.R Khattian No. 329/1, 598/1, 897/1, 1252/1, 356/1, within Mouza - Raghunathpur, P.S - Rajarhat, now Baguati, District - 24 Parganas (N) morefully and particularly described in first Schedule free from all encumbrances, charges, liens, lispentence, trusts, bank mortgages, other mortgages, acquisition and / or Requisitions whatsoever.

And Whereas the Owners hereto intends to develop the said land measuring an area of 237 Square feet be the same little more or less which particularly mentioned in the First Schedule hereunder by raising construction of a multi-storied building or buildings with basement, but due to lack of experience and paucity of fund, it is not possible on their part to do the same, and finding no other alternative, the owners hereto have decided to appoint a Developer who will be

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able to implement the decision of the owners for the said development under some specific terms, conditions, stipulations and obligations.

**And Whereas** on hearing such intention of the Owners and also relying on the above representations made by the Owners herein, the "Developer" hereto having good and valuable reputation in the market approached the Owners expressing its intention to develop & construct multi-storied building or buildings with basement consisting of several self contained flats, units and car parking spaces, garage, go-down etc. on the said shop land admeasuring 237 square feet be the same little more or less in respective R.S. & L.R. Dag No. 228 under R.S. Khatian No. 214, corresponding to L.R Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1 and within Mouza - Raghunathpur, P.S --Rajarhat now Baguiati, District - 24 Parganas (N), morefully and particularly described in first Schedule hereunder written and hereinafter referred to as the "**SAID BASTU LAND**" at its-own costs and expenses in accordance to the Building Plan to be sanctioned by the competent authority in the name of the present Land Owners herein, and/or any. revised plan or plans to be prepared by the Developer at his sole discretion thereof.

Now the parties herein to avoid any and/or all litigations and complications in future have agreed to enter into this Agreement under the Terms Conditions appearing hereunder.



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Proprietor

And whereas, in this Agreement expression used herein shall unless it be contrary and/or repugnant to the context have the following meanings:

"OWNER" shall mean, 1. Smt. Sushama Das the parties of the FIRST PART hereto holding 100% rights, title and interest in the "SAID BASTU LAND".

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OWNERS / CO-OWNERS" shall mean the person holding presently absolute and, exclusive 100% rights of the Said shop Land AND the collective form of the said person along with other person may purchase the different flats, units and car parking spaces, garage, go-down portions in the proposed building or buildings together with undivided proportionate share on the said land in future:

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"SAID BASTU LAND" shall mean the Bastu land containing an area of 237 Squire feet be the same little more or less comprised in respective R.S. & L.R. Dag No. 228 under R.S. Khatian No. 214, corresponding to L.R Khatian No. 329/1, 598/1, 897/1, 1252/1, 356/1, within Mouza - Raghunathpur, J.L No. - 8, Revenue Servey No. 134, Touzi No. 3027, Ward No. 25, within the limits of Rajarhat Gopalpur Municipality now at Bidhannagar Municipal Corporation, P.S - Rajarhat now Baguiati, Kolkata 700 059, A.D.S.R.O Rajarhat, in the

collectively.

in collective form of the said "Amalgamated Property" with Buildings"

"AMALGAMATED PREMISES" shall mean the official identity

Property" with the "Said Building / Buildings" collectively.

"SAID PREMISES" shall mean the official identity of the "Said

Land" hereunder in the First Schedule by the "Developer" herein.

adjacent lands and/or properties amalgamated with the "Said Bastu

Corporation on the "Said shop land" and/or on the other surrounding

be sanctioned by the concerned Municipality or Municipal

with the sanctioned plan and/or revised plan and/or modified plan to

shall be made in habitable condition by the "Developer" in conformity

basement on block wise basis as shall be constructed and finished and

multi-storied building and/or several multi-storied buildings with

"SAID BUILDING/SAID BUILDINGS" shall mean one

Bastu Land" by the "Developer" in future at its choice and discretion.

the "Developer" and amalgamated and/or adjoined with the "Said

lands and/or Properties already acquired and/or may be acquired by

shall mean the "Said Bastu Land" with other surrounding or adjacent

"AMALGAMATED LAND" / "AMALGAMATED PROPERTY"

hereunder.

District - 24 Parganas (N), more fully described in the First Schedule

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"SANCTIONED PLAN" shall mean "Building Plan or Plans" for multi-storied buildings with basement on the "Said Bastu Land" or a composite plans showing several multi-storied buildings with basement on the said "Amalgamated land/ 'Amalgamated Properties' to be prepared and submitted by the "Developer" at its sole choice & discretions and own cost shall be sanctioned by the Competent Authorities and/or by the Bidhannagar Municipal Corporation.

"BUILT-UP AREA" shall mean, the each of the area of a Single flat including the proportionate shares of the common passage, toilet, bathroom of the ground floor.

"SUPER BUILT-UP AREA" shall mean the said built-up area of a single Shop or Unit along with indivisible proportionate shares of all common area and / or common portions in the said premises calculated at a rate of 25% (Twenty five Percent) on the said built-up area and aggregating a "Total Measuring Area" of a shop, unit and car parking space, garage, etc.

"OWNERS ALLOCATIONS" shall mean that the Owners herein will get 237 square feet shop area on ground floor of the building which to be constructed by the Developer on the said Bastu land under the first schedule with proportionate and undivided common share in all common areas common amenities and common facilities of the

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ground floor only in a completely finished and togetherwith proportionate and undivided right title and interest on the said Bastu land and more fully described in the Part - I of the Second Schedule hereunder and the Owners herein shall not be entitled to raise any objections or shall not create obstructions by any means in any manner whatsoever. It is made clear that the Owners shall not have any right whatsoever in the areas or shop excepting the areas allocated to them.

"OWNERS REPATRIATION EXPENSES" shall mean, the Developer shall pay the house rental charges Rs. 15,000.00 (Rupees fifteen thousand only) per month to shop owner from the date of shifting /demolishing the house to other places.

"DEVELOPERS ALLOCATION" shall mean and include the areas save & except the said "Owners' Allocations" and the common areas, all the residue flats, floors, units, car parking spaces, garage, shop, showroom, go-down and other portions of the proposed building.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installations comprised in the said building and in the said land for practical use and enjoyment of the Owners with the Developer/Builder or of its respective demines specifically and categorically mentioned in the Fourth

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Schedule hereunder as expressed or intended and/or may be provided by the Developer for common use and enjoyment of the Owners herein with future co-owners of the building or buildings individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Land Owners or Co-Owners herein for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purpose of the owners or co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining of the building or buildings in particular the common portions, payments or rates and taxes etc. collections and disbursements, mutation, formation of the association, common interest relating to their mutual right and obligation for the purpose of the unit / units.

"PROPORTIONATE / PROPORTIONATELY OR

PROPORTIONATE SHARE" shall mean the proportion in which the built-up area of any single flat or unit would bear to the entire undivided built-up of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purpose and the common expenses then such share shall mean the proportions in which

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the total amount of such taxes, rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the proportionate share of the "Said Land" or "Said Amalgamated Land" in a proportion to the measuring area of a single flat or shop out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building(s) constructed on the "Said Land" in the "Said Premises" or said "Amalgamated Land" in the "Said Amalgamated Premises". "SINGULAR" shall include the "PLURAL" and vice-versa.

AND

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS :

- 1) The Owners hereby deliver the physical possession of the "Said Bastu Land" and to construct a multi-storied building or buildings with basement on the "Said Bastu Land" or on the "Said Amalgamated Land"/"Amalgamated Property" according to building plan / plans to be prepared by the Developer at its sole choice, discretions and shall be sanctioned at his cost of the Developer. It is expressively mentioned here that the Developer shall be fully entitled to prepare a building plan on the "Said Property" OR composite building plan / plans by joining any other adjacent land or adjacent property with "Said Bastu Land"

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mentioned hereinabove as the "Amalgamated Land" / "Amalgamated Property" at the sole choice, discretions and at the cost of the Developer for which the Owners herein declares hereby their free consent and hereby given unfettered exclusive rights to the Developer and the Owners also hereby declare that during the time of preparation of the Said Plan or Plans, and obtaining sanction thereof, in obtaining conversion certificate if necessary thereof, constructions and completions of the multi-storied building or buildings with basement and selling of the "Developer's Allocation" the Owners shall not interfere in anyway and by any means and shall not be entitled to raise any objection and also shall not create any obstructions and / or hindrances and / or dispute whatsoever.

- 2) It is agreed by and between the parties that subject to a perfect marketable title is found and / or made out by the Owners, the owners shall be entitled to get 237 square feet flat or unit on ground floor along with proportionate and undivided shares in all "Common Portion / Common Areas" only ground floor in the "Said Building/Buildings" in fully complete and the proportionate undivided interest on the Said Land. The said Shop together with the share of common rights in all common areas and along with proportionate share of the Said Land are collectively referred to hereinabove and hereunder as the "Owners' Allocations".

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- 3) The Owners herein shall simultaneously with the execution of these presents shall execute and register an irrevocable General Power of Attorney for the purpose of implementation of this Agreement and execution of the entire work of Development the land and construction of multi-storied building with basement and also for selling of Developer's Allocation in favour of the Developer or nominated person of the Developer and all the costs and expenses on account of such registration shall be incurred by the Developer or his nominated person and to sign and execute the agreement for sale of flats, units and car parking spaces, garage, showroom, go-down along with proportionate Share of land and to receive booking money or earnest money or the full consideration money of flats or units or car parking spaces or garage or shop or showroom or go-down and sign and execute Deed of Conveyance / Conveyances and to present the same for Registration on receipt of full consideration money.
- 4) Whenever all the Land Owners / Co-owners will allot their total undivided Bastu land to the Developer in amalgamated form, the work of construction shall be started from that time only. Again, this Agreement can not be revoked in any circumstances or on any grounds whatsoever.
- 5) Immediately after sanction of the building plan / plans by the concerned Authorities and after obtaining the work order the Developer shall



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commence the work of construction of the proposed building and shall handover the said "Owners Allocable Saleable Area" in the new buildings within 01 (one) year/twelve months from the date of starting construction work. The said allocable portion to the Owners shall be delivered by the Developer in a finished and habitable condition free from encumbrances.

6) It is agreed that the costs and expense of obtaining the sanctioned plans, its amendments and modifications as-well-as of entire construction of the building / buildings, -architects fees and all other costs which will be incurred towards development are to be borne solely by the Developer who shall be liable to pay the Municipality Taxes and Land Taxes payable to B.L. & L.R.O. w.e.f. the date of sanctioning of building plan up to the date of completion of construction. Any dues on such account if found subsequently, shall be payable by the Owners.

7) Other than the said 237 square feet super built-up flat or unit on the ground floor be the same more or less allocable to the Owners, the Developer shall be exclusively entitled to all the residue flats, floors, units, car parking spaces, garage, shop, show-room, go-down etc. all the residue portions thereof in the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities and undivided share of the Said Land, as stated hereinabove and hereinafter for the shake of

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- brevity referred to as the Developer's Allocation. The Developer at his own choice and discretion shall be fully entitled to withhold the said Developer's Allocation and further shall be exclusively entitled to dispose of the said allocation or any portion thereof to any person / persons, firm / firms, / company / companies or organization by way of sale / Mortgage / lease at any price and or Salami at its sole discretion. The Developer from the date hereof shall be entitled to enter into any or all Agreement with any person / persons relating to the Said Land without hampering the Owners' interest to obtain the said "Owners' Allocation" in the proposed building on the Said shop land.
- 8) The Developer can apply for and obtain financial assistance from any Bank or Financial Institutions (Public or Private) at any point of time during the construction of the multi-storied building(s) with basement on the demised land / Said Land by way of mortgaging any security to the maximum extent of mortgaging the estate (to be lawfully complied) under extreme circumstances.
- 9) The Developer shall be entitled to appoint architect, Engineer for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, beams, / pillars, concrete, underground / overhead reservoirs, electrical and plumbing fixtures and materials used for constructions and sewerage systems etc. and the Developer shall have the right to do so exclusively at its (Developer) own costs and

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expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market as shall be advised by the architect will be used for construction of the entire building or buildings and the land owners shall not be liable / responsible in any manner whatsoever regarding the construction materials used by the Developer .

10) The Bastru land owner from the date hereof shall always extend and offer all possible necessary facilities and co-operation to Developer for preparing, submitting and obtaining sanctioned plan or plans and also for obtaining necessary permission and conversion certificate of the Said Land, obtaining mutation certificate in their names and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion of the proposed multi-storied building/buildings with basement hazards free and in well habitable concisions for the residents at the costs & expenses of the Developer and shall sign and execute all such necessary application, declaration, affidavits & all such documents relating to the Said Premises as and when shall be required and asked by the Developer to do so.

11) For the purpose of the construction of the said new proposed building or buildings the architect, engineers, other technical experts and all workmen shall be appointed by the Developer and he (Developer) shall

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be responsible for the making of payment to each and all of them. The landowners shall have no liability for making any such payment to anyone of them either during the construction or after the completion of the construction or at any point of time whatsoever.

12) It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen & others, victimizing such workmen or any other person whatsoever or causing any harm to any property during the course of construction, the Developer shall keep the land owners, their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of such eventualities.

13) It is agreed that the Owners, whenever it becomes necessary and asked by the Developer shall sign paper and execute documents in connection with obtaining of sanctioned plans or any modification thereof during the course of construction period of the proposed multi-storied building with basement till completion and disposal and sale of any and or all units / portions of the said multi-storied building or buildings with basement without raising any objection and / or predicament.

14) It is agreed by the landowners that in future or during the course of construction, if any defect on the title of the owners is found or any suit is instituted against the landowners in respect of the said landed property mentioned in the First Schedule, the Developer shall have the

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liberty to proceed against the same on behalf of the land owners and all costs and expenses for defending or proceeding, such suit / disputes and / or to make good such defects, shall be adjusted against the allocation of the Owners. However, both the Owners 85 the Developer herein, hereby indemnify each other to keep safe and harmless from any or all suits, actions, claims and / or demands of whatsoever nature created either by any outsider or by any person claiming through or under the parties enjoyed in those presents. It is also made clear that if in future any person proves that he/they is/are having title over the property of the owners shall cause add to them as Owners and shall pay his dues from the aforementioned allocations of the Owners.

15) Both the parties hereby agreed that the time specified in clause 5 herein above, for completion and delivery of the portions allocable to the Owners each subject to force-measure i.e. if the construction is prevented or disturbed due to any natural calamities such as - floods, earthquake, Riots, Tempest and/or labour dispute, crisis of materials in the market and for any or all irritable circumstances beyond the control of the Developer, the time specified for construction of building and such delivery of Owner's Allocation shall be extended for the period as shall be required by the Engineer 8s.the Architect. It is expressible mentioned here that the Developer shall within the specified period shall try to

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complete the Owner's Allocable portions and shall intimate the Owners by Registered Post with due acknowledgement, offering the Owners for taking delivery of Owner's Allocations, that is to say the said flats within 15 days from the date of such intimation. After fulfilling the Developer's obligation in a manner as stated herein, the Developer shall be entitled to prepare, execute & register any conveyance or conveyances in favour of any purchaser(s) in respect of & to the extent of Developer's Allocation in the Said Premises or in the Said Amalgamated Premises and the Owners herein shall not be entitled to raise any objections or shall not create obstructions by any means in any manner whatsoever. It is made clear that the Owners shall not have any right whatsoever in the areas or flats excepting the areas allocated to them.

16) The Owners, after obtaining the Owners Allocations as agreed to be allocated to them shall have no right to claim any additional proportionate undivided right on any part of demised land and/or Said Amalgamated Land if their be any for the time being enforce whereon the Developer has not till then commenced construction AND/OR if the Developer do not make or continue with the construction work on the remaining vacant portions of the land and/or of the Said Amalgamated Land whereon the Developer shall be absolutely entitled to either to make additional and/or the balance

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programmed of the construction at any point of time OR to keep the said remaining portion of the Said Land or the Said Amalgamated Land vacant whichever the case shall be at the sole and absolute discretion of the Developer.

17) And in the Schedules annexed therewith shall be complied with by each of them in the most cordial and friendly manners. If any complications arises beyond the agreed terms & Conditions incorporated in the Agreement and / or in proper implementation thereof both the parties shall endeavor to sort it out at bi-party level. The Owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's Allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable portions and/or after the obligations of the Developer towards the Owners agreed hereby are fulfilled by the Developer in the manners as stated in clause 3 & clause 13 hereinabove.

18) However, if any disputes or difference arises between the parties, in the matter of implementing this Agreement or true interpretation of the terms therein, the same be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate Advocate or Arbitrator one shall be selected by each

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party with the right to appoint umpire whose decision and award as envisaged in the Indian Arbitration Act, 1940 and amended by the Indian Arbitration and Conciliation 1996 with all its modifications for the time being enforce shall be final and binding on both, the parties.

THE FIRST SCHEDULE PART I REFERRED TO ABOVE :

( DESCRIPTION OF THE TOTAL PROPERTY)

ALL THAT piece and parcel of Bastu land measuring an area 05 Chitacks 12 square feet equivalent to 237 square feet included of plot No. "B" be the same little more less, under a jamna of Rs. 8 paisa, along with dilapidated building out of land measuring area 17 Satak Bastu land lying and situate at Mouza - Raghunathpur, J.L. No. - 08, Touzi No.- 3027, Re-Sa No. 134, R.S. Dag 228 under R.S. khatian 214 corresponding to L.R. Dag No. 228 under L.R. Khatian No. 329/1,598/1, 897/1,1252/1,356/1, P.S. Rajarhat, now Baguiati, District 24 Parganas, Kolkata 700 059, as a "Mukarrari Dakhalii Sattya Bisistha Right" under the superior land lord Gopal Naskar and others and their names were recorded in respect of their respective share finally published revisional settlement records of rights free from all encumbrances, which is comprised. A.D.S.R O Rajarhat, with in the local limit of Bidhannagar Municipal Corporation, in Ward No. 25. Holding No. 15849/194, containing 18 feet Raghurathpur Road.



*Susama Das.*

SAPTACON

*Susama Das*  
Proprietor

BUTTED AND BOUNDED

ON THE NORTH : Plot No. "C" Radharnadhhab Das  
ON THE SOUTH : Plot No. "A" Ashit Baran Patra  
ON THE EAST : 18 feet wide common passage.  
ON THE WEST : 1 feet 6 inches common passage.

THE SECOND SCHEDULE PART I REFERRED TO ABOVE :

ALL THAT SAID ONE ROOM 237 square feet be the same little more or less with undivided; land share, along with common areas, common amenities and common facilities described in the Fourth Schedule of ground floor only in the multi-storied building/buildings with basement constructed on the Said Bastu Land measuring an area about 05 Chitracks 12 square feet equivalent to 237 square feet be .the same little more or less more fully described in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO :  
OWNERS' ALLOCATION

- A) DOOR : Main gate of shop wood be made with shutter.
- B) FLOORING : shop floor would be finished with vitrified tiles & 4" Skirting.

C) ELECTRICAL WIRING :

- 1. Concealed wiring in shop (Standard Copper Electrical wire)

Sucama Das

SAPTACON  
Kolkata, West Bengal

2. Shop will be provided with the following Electrical points, 2 light point, one fan point, one 15 Amp plug point

D) WATER : Underground water tank and overhead water tank is to be constructed for supply of water 24 hrs.  
: Plaster of Paris in inside walls.

E) PAINTING

: Snowhem 2 Coats Painting.

F) OUTSIDE PAINTING

: Snowhem 2 Coats Painting.

THE FOURTH SCHEDULE REFERRED TO ABOVE :

- 1) common passage including main entrance leading to the ground floor.
- 2) Water Reservoir at underground, Over head water tank and water supply line from deep tube well by running water pump.
- 3) Cost of materials and labour for installation of Transformer and Meter for every shop or flat from W.B.S.E.B. shall be paid by the Landowners & Buyers.
  - 4) Common Toilet on the ground floor.
  - 5) Common caretaker's room.
  - 6) Meter space.
  - 7) Ground floor electrical installations, switch boards & electrical wiring (concealed) installed in the said building.
  - 8) Drainages, Sewerage, Septic tank & all pipes for the same.
    - A. All expenses for the maintenance, operating, replacing, repairing, renovating & repainting of the common portion & areas

Susama Das  
BAPFACOM

(Page : 25)

2. Shop will be provided with the following Electrical points, 2 light point, one fan point, one 15 Amp plug point

**D) WATER** : Underground water tank and overhead water tank is to be constructed for supply of water 24 hours .

**E) PAINTING** : Plaster of Paris in inside walls.

**F) OUTSIDE PAINTING** : Snowhem 2 Coats Painting.

**THE FOURTH SCHEDULE REFERRED TO ABOVE :**

- 1) common passage including main entrance leading to the ground floor.
- 2) Water Reservoir at underground, Over head water tank and water supply line from deep tube well by running water pump.
- 3) Cost of materials and labour for installation of Transformer and Meter for every shop or flat from W.B.E.S. shall be paid by the Landowners & Buyers.
  - 4) Common Toilet on the ground floor.
  - 5) Common caretaker's room.
  - 6) Meter space.
  - 7) Ground floor electrical installations, switch boards & electrical wiring (concealed) installed in the said building.
- 8) Drainages, Sewerage, Septic tank & all pipes for the same.
  - A. All expenses for the maintenance, operating, replacing, repairing, renovating & repainting of the common portion & areas

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Susama Das

SAPTACON  
Bhubaneswar, A.S.

- in the building including die outer walls & boundary walls of the building.
- B. The expenses for running and operating pump, parts and installations of pump, including the cost of repairing, replacing and renovating the same.
  - C. Costs & charges of establishment for maintenance of the said building.
  - D. Costs & insurance premium for insuring the building and/or the common portion.
  - E. All charges & deposits for supply of common utilities to all the co-owners in common.
  - F. Municipal tax, water tax & other rates in respect of the premises and building (save & except those separately assessed in respect of any units of the purchaser).
  - G. Cost of Formation & operation of the service organization including the office expenses incurred for maintaining the office thereof.
  - H. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and ground floor common electrical expenses.

Susama Das

I. All Litigation expenses incurred for the common purpose 80 relating to the common use and enjoyment of the common portion 8s for all common affairs.

J. All other expenses as shall be require in future for running of proper & smooth administration of the building / buildings and the upkeep of the same.

IN WITNESS WHEREOF the parties have hereon to set and subscribed their respective hands and seals on the 7<sup>th</sup> day, month & year above written.

SIGNED, SEALED & DELIVERED

By the OWNERS at Kolkata

In the presence of :

WITNESSES:-

1. P. J. Clerk, No. 202  
Re-23, Rajpur Nigha PUR.
2. Pr. Rajpur Nigha  
Kalt-59.  
Karnal Madad.  
Re-25/12, Rajpur Nigha Pur.  
Kalt-59, Mana - Bagmati.

Drafted & Prepared by:

Sri Tapan Dey,  
Advocate

Barasat Judges' Court  
F-495/99

Typed by:-

Bidyut Kumar Das  
(Barasat Court)

Signature of the Land Owners

Susama Das,

SAPTACON

Ramesh Chandra Das

Signature of the Developer

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Susama Das

SAPTACON  
Kolkata

MEMO OF CONSIDERATION

RECEIVED the total consideration amounting to Rs. 15,000/-

(Rupees Fifteen Thousand) only.

IDBI Bank, Rajarhat Road Branch, Kol-1

WITNESSES:-

By Cheque dated - 7.7.11

1. Bidan Neeker

2. Kamal Mondal

Susama Das

Signature of the Land Owners

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

(1)

Name Susama Das



Status - Presentant

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person and attested by the said person*

*Signature of the presentant*

(2)

Name Bhise Nath Das



Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

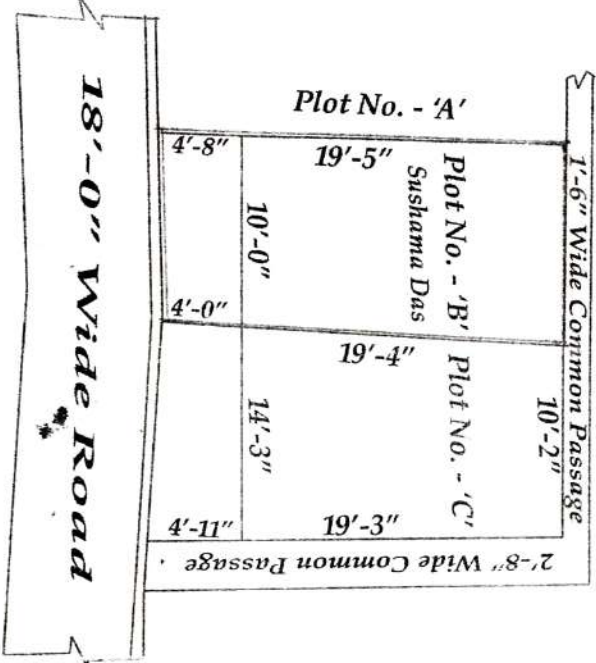
THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person and attested by the said person*

Bhise Nath Das  
Signature of the Presentant / Executant /

Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

Plan of Shop at Mouza- Rajgunathpur, J.L. NO. 08, Touzi- 10, Ward  
 O. - 25, R.S. & L.R. Deg- 228, R.S. Khatian- 214, L.R. Khatian- 329/L, 598/L,  
 897/L, 1252/L, 356/L, P.S. - Rajarhat at present Bagmati, under Bidhannagar  
 Municipal Corporation, in the District: North 24 Parganas.



Signature of the Vendor/Owner

Susama Das

SAPTAJON

Rajendra Das  
 Proprietor

Signature of the Developer

Drawn by: [Signature]

Saidul Jalil  
 Regd. No - 4115



**Govt. of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**e-Challan**

GRN: 19-201718-002918844-1      Payment Mode      Online Payment  
 GRN Date: 06/07/2017 21:40:06      Bank: State Bank of India  
 BRN: IK00FUPSUS      BRN Date: 06/07/2017 21:41:41

**DEPOSITOR DETAILS**

Name: BISWANATH DAS      Id No.: 15230000949043/4/2017  
(Query No./Query Year)

Contact No.:      Mobile No.: +91 9830012956

E-mail:

Address: RAJARHAT

Applicant Name: Mr. BISWANATH DAS

Office Name:

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
 Payment No 3

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount
1	15230000949043/4/2017	Property Registration- Stamp duty	0030-02-103-003-02	20
2	15230000949043/4/2017	Property Registration- Registration Fee	0030-03-104-001-16	21
<b>Total</b>				<b>41</b>

In Words : Rupees Forty One only

### Major Information of the Deed

Deed No.:	1-1523-07120/2017	Date of Registration	26/07/2017
Query No./ Year	1523-0000949043/2017	Office where deed is registered	
Query Date	03/07/2017 7:35:27 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	BISWANATH DAS Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 9830012956, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 15,000/-	Rs. 18,68,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Ragnunathpur Road, Mouza: Ragnunathpur

Sch No.	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-228	LR-329/1	Bazar	Bazar	5 Chatak	10,000/-	14,84,375/-	Width of Approach Road: 18 Ft.
<b>Grand Total :</b>						.5156Dec	10,000 /-	14,84,375 /-

### Structure Details :

Sch No.	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	205 Sq Ft.	5,000/-	3,84,375/-	Structure Type: Structure
Gr. Floor, Area of floor : 205 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		205 sq ft	5,000 /-	3,84,375 /-	

### Land Lord Details :

Sl No	Name, Address, Photo, Finger, print and Signature
1	<p><b>Smt LAXMI RANI CHANDA</b>                      Wife of Shri BHABATOSH CHANDA NISHIKANNAN, TEGHORIA, RAM KRISHNA MARG, P.O.- HATTARA, P.S.- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AROPC9811E, Status :Individual, Executed by: Self, Date of Execution: 07/07/2017                      Executed by: Self, Date of Admission: 07/07/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Admission: 07/07/2017                      Admitted by: Self, Date of Admission: 07/07/2017 ,Place : Pvt. Residence</p>

**Shri RAJU CHANDA**

Son of Shri BHABATOSH CHANDA NISHIKANNAN, TEGORIA, RAM KRISHNA MARG, P.O.: HATTARA, P.S.: Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AROPC9812H, Status :Individual, Executed by: Self, Date of Execution: 07/07/2017

Admitted by: Self, Date of Admission: 07/07/2017, Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/07/2017  
 , Admitted by: Self, Date of Admission: 07/07/2017, Place : Pvt. Residence

**Developer Details :**

Sl. No.	Name, Address, Photo, Finger print and Signature
1	<b>SAPTACON</b> RH-37, RAGHUNATHPUR, SARKAR BAGAN, P.O.- DESHBNDHUNAGAR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, PAN No.:: AHRPD6479Q, Status :Organization, Executed by: Representative

**Representative Details :**

Sl. No.	Name, Address, Photo, Finger print and Signature
1	<b>Shri BISWANATH DAS (Presentant)</b> Son of NITVANANDA DAS 37, RAGHUNATHPUR, SARKAR BAGAN, P.O.- DESHBNDHUNAGAR, P.S.: Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHRPD6479Q Status : Representative, Representative of : SAPTACON (as PROPRIETOR)

**Identifier Details :**

Name & address

Shri TAPAN DEY  
 Son of Late KARTICK CHANDRA DEY  
 KADIHATI, P.O.- GANTI VIA GANGANGANGAR, P.S.- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700132, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Smt LAXMI RANI CHANDA  
 Shri RAJU CHANDA, Shri BISWANATH DAS

Transfer of Property for LT		
Sl.No	From	To. with area (Name-Area)
1	Smt LAXMI RANI CHANDA	SAPTACON-0.257813 Dec
2	Shri RAJU CHANDA	SAPTACON-0.257813 Dec
Transfer of property for SI		
Sl.No	From	To. with area (Name-Area)
1	Smt LAXMI RANI CHANDA	SAPTACON-102.50000000 Sq Ft
2	Shri RAJU CHANDA	SAPTACON-102.50000000 Sq Ft

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Raghunathpur Road, Mouza: Raghunathpur

Details Of Land	
Sch No	Plot & Khatian Number
L1	LR Plot No:- 228(Corresponding RS Plot No:- 228), LR Khatian No:- 329/1
	Owner: গোপাল নন্দন, Gurdian: অক্ষয় নন্দন, Address: নিজ, Classification: বি
	Area: 0.010000000 Acre,

Endorsement For Deed Number : I - 152307120 / 2017

On 07-07-2017

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 18,68,750/-

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 07-07-2017

Presented for registration at 19:30 hrs on 07-07-2017, at the Private residence by Shri BISWANATH DAS ..

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

Execution is admitted on 07/07/2017 by 1. Smt LAXMI RANI CHANDA, Wife of Shri BHABATOSH CHANDA, NISHIKANAN, TEGHORIA, RAM KRISHNA MARG, P.O: HATIARA, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business, 2. Shri RAJU CHANDA, Son of Shri BHABATOSH CHANDA, NISHIKANAN, TEGORIA, RAM KRISHNA MARG, P.O: HATIARA, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business

Identified by Shri TAPAN DEY, . . . Son of Late KARTICK CHANDRA DEY, KADIHATI, P.O: GANTI VIA GANGANAGAR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India PIN - 700132, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-07-2017 by Shri BISWANATH DAS, PROPRIETOR, SAPTACON (Sole Proprietorship), RH-37, RAGHUNATHPUR, SARKAR BAGAN, P.O:- DESHBNDHUNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059

Identified by Shri TAPAN DEY, . . . Son of Late KARTICK CHANDRA DEY, KADIHATI, P.O: GANTI VIA GANGANAGAR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700132, by caste Hindu, by profession Advocate

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

07/0017  
Amount of Fees

Affid that required Registration Fee payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees  
d by by online = Rs 21/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 06/07/2017 9:41PM with Govt. Ref. No: 192017180029188441 on 06-07-2017, Amount Rs: 21/-, Bank:  
State Bank of India ( SBIN00000001), Ref. No. IK00FUPSUS on 06-07-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty  
Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by by online = Rs 20/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 06/07/2017 9:41PM with Govt. Ref. No: 192017180029188441 on 06-07-2017, Amount Rs: 20/-, Bank:  
State Bank of India ( SBIN00000001), Ref. No. IK00FUPSUS on 06-07-2017, Head of Account 0030-02-103-003-02

Debasis Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 26-07-2017  
Certificate of Admissibility/Rule 43, W.B. Registration Rules 1962)

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

Payment of Stamp Duty  
Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-  
Description of Stamp  
1. Stamp: Type: Court Fees, Amount: Rs. 10/-  
2. Stamp: Type: Impressed, Serial no 274, Amount: Rs 5,000/-, Date of Purchase: 05/07/2017, Vendor name: G P Mitra

Debasis Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1523-2017, Page from 205620 to 205661  
being No 152307120 for the year 2017.



Digitally signed by DEBASISH DHAR  
Date: 2017.08.02 14:03:07 +05:30  
Reason: Digital Signing of Deed.

(Debashish Dhar) 02-08-2017 14:03:06  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)