

R. 12

DEED NO - 15089 / 2023



पश्चिम बंगाल पारिवारिक न्याय वेस्ट बंगाल

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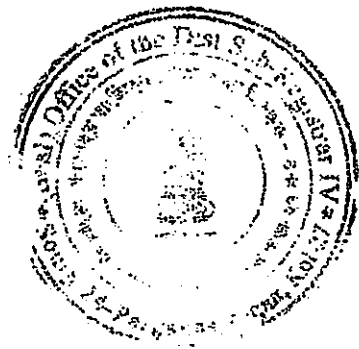
Copy No. - 207 / 2024 dt. - 15/01/2024

COST OF FEES

F(i).....	2.00
F(ii).....	2.00
G(2).....	375.00
G(1).....	x
Print.....	a
Xerox.....	a
Stamp.....	10.00
C.F.S.....	10.00
Total.....	399.00

D.S.R.- IV, Alipore
South 24 Parganas

15/01/2024



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JAN 2024

No.....Rs.....Date.....

Name :- C. Banerjee, Advocate

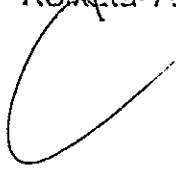
Address :- Alipur Police Court, Kol-27

Vendor :-

I. CHAKRABORTY

6B, Dr. Rajendra Prasad Sarani

Kolkata-700 001





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12 DEC 2023

Sumita Das Ghosh 1000/-

Sumita Das Ghosh
Advocate
Alipore Judges Court
Kolkata-700 027

Alipore Judges Court
Kolkata-700 027

Dee

Alipore Judges Court
Kolkata-700 027

619- 1000X1 = 1000/-



Identified by me
Aleababibi Naskar
Adv
Alipore police court
Kolkata-27

District Sub-Registrar-I
Alipore, South 24 Parganas
West Bengal

15 DEC 2023



1). SRI KASHINATH GHOSH [MASKED] (Aadhaar No [MASKED] [MASKED] [MASKED]) son of Late Mahadev Ghosh, by faith- Hindu, by occupation- Business 2) SMT. SUNITI GHOSH (PAN: [MASKED]) (Aadhaar No [MASKED] [MASKED] [MASKED]) wife of Kashinath Ghosh, by faith- Hindu, by occupation- Housewife, residing at M.N.Roy Road, Harinavi, Post Office- Harinavi, Police Station- Sonarpur, District- South 24 Parganas hereinafter jointly called and referred as to the LANDOWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

M/S. JAPONICA INTERNATIONAL PVT. LTD
[MASKED] a company registered under the companies Act 1956 and having its registered office at Verdant Prince, 134 Prince Gollam Hussein Shah Road, 3rd Floor, Kolkata- 700032 represented by its Director Mr. Prem Kumar Gajra (PAN. [MASKED]) (Aadhaar No [MASKED] [MASKED]) son of Shri Hari Ram K Gajra, by faith- Hindu, by occupation- Businessmen, residing at 12, Satyen Dutta Road, Flat No.19, Kolkota-700029, herein after called and referred to as the BUILDERS/ DEVELOPERS (which expression shall unless excluded by or repugnant to the context shall mean and include its successors-in-interest, nominee or nominees, legal representatives and assigns) of the OTHER PART.



The Owner No. 1 herein is the lawful owner in respect of all that piece and parcel of land measuring about 5 Cottah 03 Chittack 43 sq.ft be the same little more or less through three registered deed of sale as under

- 1) 1 Cottah 11 Chittack 17 sq.ft be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323 Police Station- Sonarpur, within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s), which he had purchased from Chabi Chakraborty and 25 others through a registered deed of sale, registered before the A.D.S.R Sonarpur and recorded therein Book No. I Volume NO. 52 Pages 197 to 212 being deed no. 2563 for the year 2006.
- 2) 1 Cottah 09 Chittack 26 sq.ft be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323 Police Station- Sonarpur, within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s), which he had purchased from Chabi Chakraborty and 25 others through a registered deed of sale, registered before the A.D.S.R Sonarpur and recorded therein Book No. I Volume NO. 52 Pages 213 to 228 being deed no. 2564 for the year 2006.
- 3) All that piece and parcel of land measuring about 1 Cottah 15 Chittack 00 sq.ft be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L.



NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323 Police Station- Sonarpur, within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s), which he had purchased from Chabi Chakraborty and 25 others through a registered deed of sale, registered before the A.D.S.R Sonarpur and recorded therein Book No. I Volume NO. 50 Pages 397 to 412 being deed no. 2486 for the year 2006.

AND WHEREAS Owner No. 2 Smt. Suniti Ghosh wife of Sri Kashinath Ghosh is owner in respect of all that piece and parcel of land measuring about 3 Cottah 10 Chittack 14 sq.ft be the same little more or less through registered deed of sale & gift as under

1) All that piece and parcel of land measuring about 1 Cottah 14 Chittack 00 sq.ft be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323 Police Station- Sonarpur, within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s), which he had purchased from Chabi Chakraborty and 25 others through a registered deed of sale, registered before the A.D.S.R Sonarpur and recorded therein Book No. I Volume NO. 44 Pages to 227 to 242 being deed no. 2182 for the year 2006.

2) All that piece and parcel of land measuring about 1 Cottah 12 Chittack 14 sq.ft be the same little more or less lying



and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323 Police Station- Sonarpur, within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s), which he had acquired through a deed of Gift from Smt. Jyotsna Ghosh, registered before the A.D.S.R Sonarpur and recorded therein Book No. I Volume NO. 1608-2023 Pages to 19988 to 20004 being deed no. 160800847 for the year 2023.

AND WHEREAS thus they became joint owners of all that piece and parcel of land measuring about 08 Cottah 14 Chittack 12 sq.ft be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323 Police Station- Sonarpur, within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s) and subsequently they mutated their names before the B.L & L.R.O in respect of the aforesaid land in L.R Khatian No. 3938 and 3940 respectively in R.S & L.R Dag No. 937 in Mouza- Harinavi, in the District South 24 Parganas, which is free from all encumbrances, liens, lispendens, charges whatsoever.

AND WHEREAS in course of their joint peaceful enjoyment the aforesaid Land Owners decided to construct a new Building at the said Premises with modern amenities and facilities but due to lack of finance, manpower and technical



knowledge is in search of a suitable solvent Developer to implement the aforesaid intention and to that effect they offered the Developer M/S. JAPONICA INTERNATIONAL PVT. LTD a company registered under the companies Act [MASKED] and having its registered office at Verdant Prince, 134 Prince Gollam Hussein Shah Road, 3rd Floor, Kolkata- 700032 represented by its Director Mr. Prem Kumar Gajra son of Shri Hari Ram K Gajra, by faith- Hindu, by occupation- Businessmen, residing at 12, Satyen Dutta Road, Flat No.19, Kolkata-700029 to develop the said Premises by constructing of one or more new Multi-storied building thereon and the Developer herein after coming to know such intention and desire of the Owners herein accepted the said offer and agreed to develop the said Premises by construction of a New multi- storied Building thereon as per plan to be sanctioned by the Sonarpur Rajpur Municipality in the name of the Owners herein at the cost and expenses of the Developer and accordingly to avoid any future litigation, misunderstanding and dispute the said Developers are entering into this agreement with the Land Owners:

AND BOTH PARTIES HAVING ACCEPTED THE PROPOSAL THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE PARTIES UNDER THE FOLLOWING TERMS AND CONDITIONS:

ARTICLE-I: DEFINITIONS

- 1.1. LAND OWNERS:- Shall mean 1). SRI KASHINATH GHOSH (PAN: [MASKED] (Aadhaar [MASKED] [MASKED] 0956) son of Late Mahadev Ghosh, by faith- Hindu, by occupation- Business 2) SMT. SUNITI GHOSH (PAN .



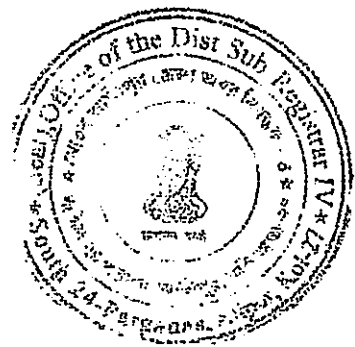
MASKED (Aadhaar **MASKED** **MASKED** **MASKED** wife of Kashinath Ghosh, by faith- Hindu, by occupation- Housewife, residing at M.N.Roy Road, Harinavi, Post Office- Harinavi, Police Station- Sonarpur, District- South 24 Parganas and their heirs, executors, administrators, legal representatives and assigns.

- 1.2. **DEVELOPER:-** Shall mean **M/S. JAPONICA INTERNATIONAL PVT. LTD**, a company registered under the companies Act 1956 and having its registered office at Verdant Prince, 134 Prince Gollam Hussein Shah Road, 3rd Floor, Kolkata- 700032 represented by its Director Mr. Prem Kumar Gajra, (PAN. **MASKED** son of Shri Hari Ram K Gajra, by faith- Hindu, by occupation- Businessmen, residing at 12, Satyen Dutta Road, Flat No.19, Kolkota-700029 and its heirs, executors, administrators, legal representatives and assigns.
- 1.3. **TITLE DEEDS:** - Shall mean all the original documents relating to title of the said premises shall be handed over by the Owners to the Developer at the time of execution of this agreement, on tendering receipt of it.
- 1.4. **PREMISES :** Shall mean all that piece and parcel of land measuring about **08 Cottah 14 Chittack 12 sq.ft** be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323, L.R. Dag No. 937, L.R Khatian No. 3938, 3940 Police Station- Sonarpur, within



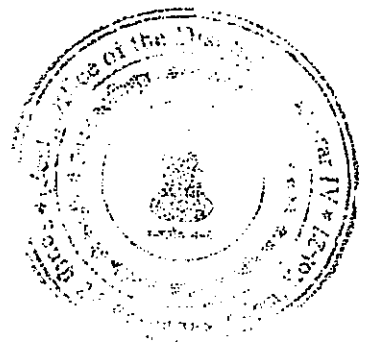
the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, Police Station - Sonarpur, District- 24 Parganans(s) together with all right of easements, common facilities and amenities annexed thereto.

- 1.5. **BUILDING**: - Shall mean Multi Storied building to be constructed on the premises as per plan to be sanctioned by Panchayat, or the local Zilla Parishad, Municipality or any other competent authority as the case may be.
- 1.6. **OWNERS' ALLOCATION**: - Shall mean and has been mentioned in the **SCHEDULE-"B"** hereunder.
- 1.7. **DEVELOPER'S ALLOCATION**:- Shall mean and has been mentioned in the **SCHEDULE-"C"** hereunder.
- 1.8. **COMMON FACILITIES & AMENITIES** : Shall include corridors, ways, stair ways, passage way, drive ways, common toilet, roof top, pump space, underground water reservoir, overhead water tank, roof, water pump and motor, lift and lift well and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/floors/ flats/car parking spaces/spaces, which has been specifically been mentioned in the **SCHEDULE "D"** hereunder.
- 1.9. **SALEABLE SPACE**: Shall mean units/floors/ flats / car parking spaces/ spaces in the building available for

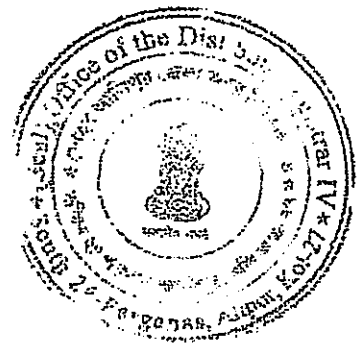


independent use and occupation after making due provisions for common facilities and the space required thereof.

- 1.10. **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending Purchaser/s and the common use and enjoyment thereof, which has been specifically described in the **SCHEDULE-"E"** hereunder.
- 1.11. **THE ARCHITECT**: Shall mean who would be appointed by the Developer and shall design and plan the building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities.
- 1.12. **BUILDING PLAN**: Shall mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by Panchayat, Zilla Parishad, Municipality and/or any other competent authority as the case may be.
- 1.13. **BUILT UP AREA** : Shall mean and include the covered area of the flat, proportionate share of external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the plan sanctioned by the Municipality.



- 1.14. **TRANSFEROR**: Shall mean the Owners and the Developer who intends to sell the units/floors/ flats / car parking spaces/spaces, if any allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in multistoried building.
- 1.15. **TRANSFEEEE**: Shall mean the person, firm, limited company or an Association or persons to whom units/floors/ flats /car parking spaces/spaces if any in the building has been transferred.
- 1.16. **TRANSEER**: Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of units/floors/ flats / car parking spaces/spaces of the proposed new multistoried building to Purchaser thereof.
- 1.17. **NOTICE** :- Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day from the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto as well as at the address of accommodation of the Owners during construction period.
- 1.18. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.



ARTICLE-II COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: LAND OWNERS' RIGHTS & REPRESENTATIONS

- 3.1 The Land Owners are the joint owners and seized and possessed of and/or well and sufficiently entitled to all that piece and parcel of land as described hereunder in Schedule "A" together with all right of easements, common facilities and amenities annexed thereto and / or such other number as to be allotted by the Municipality.
- 3.2 Save and except the Owners and heirs, successors and survivors nobody else will have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- 3.3 The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4 The Owners have not sold, entered into any agreement for sale, and / or Development Agreement or any other Agreement in respect of the said premises prior to execution of this agreement.
- 3.5 The Owners further represent that the Schedule Property is not subject to any acquisition proceedings or litigation.
- 3.6 The Owners have paid up to date taxes in respect of the Schedule Property.



3.7 The proposed building would be constructed specifically as per building plan to be sanctioned then after demolishing the existing building. The Developer shall have liberty to demolish the existing buildings, if any at its responsibility, cost and expenses and take all the debris and to sell it to the third party and the Owners shall have no claim in it.

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1 The Land Owners hereby grant exclusive right to the Developer to develop the said premises mentioned in **SCHEDULES "A"** hereunder by way of constructing multi storied building thereon in accordance with the building plan to be sanctioned by the Sonarpur Rajpur Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.2 That as the marked 8 ft common passage as per the aforesaid deeds is common only for the use of the Vendors herein, and as the Vendors herein jointly entering into this agreement for development, accordingly they will arrange necessary arrangement to amalgamate the said land or mark the said land otherwise or take the same in their account for joint enjoyment, wherein the owners/ developers will have no objection.
- 4.3 The Land Owners will co-operate regarding acts of applications, plans, other paper and documents as may be required by the Developer for the purpose of obtaining sanction plan from the appropriate authority and the



Developer shall bear all cost and expenses for such acts including Architect's Fees.

- 4.4 That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and expenses for registration of the agreement for development and all construction charges of the new building and to complete it in all respects at their own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises.
- 4.5 The owners will apply and be responsible to get their respective shares of Danga land converted land into bastu immediately on signing of this agreement through the offices of BDLRO/SDLRO or any other authority as the case may be and the cost of conversion will be borne by the Developer. Applications of conversion with all the supporting documents will be filed by the owners herein within 30 days of the date of this agreement for conversion of their irrespective shares and the cost of conversion maximum to the tune of Rs. 50,000/- will be borne by the Developer and rest will be paid by the Owners. Land owners will be responsible for amalgamation of their plots.
- 4.6 That land owners herein undertakes to produce conversion certificate within 90 days from the date of this agreement.
- 4.7 It is made clear that save and except the allocation of the Land Owners in the proposed building as mentioned in



SCHEDULE-"B", hereunder, all other units/floors/flats/car parking spaces/spaces as mentioned in SCHEDULE-"C", hereunder will be the property of the Developer herein and if the Developer so desires, it can be disposed of by itself to the prospective buyer/s at any consideration or price at the sole discretion of the Developer.

4.8 The Developer shall have right to publish advertisement or hoarding separately at any place or the site to draw the attention of the prospective buyers of the units/floors/ flats / car parking spaces/spaces of the proposed building only for the Land Owners' allocation as specified in the SCHEDULE-"B" and for the Developer's allocation as specified in SCHEDULE "C" hereunder written.

4.9 The Developer shall bear and pay all taxes, charges and duties payable in respect of said premises from the date of handing over possession by the Land Owners to the Developer till the date of possession of the Land Owners allocation. The Developer shall bear and pay all costs and expenses for preparing the plan of the building including architect's fees and all fees, taxes duties payable in connection with the sanction of the building plan, sewerage line, water line, etc. It is mutually agreed all cost & expenses including stamp duty and registration fees payable in connection with the Agreement and Power of Attorney shall be borne by the Developer.



5.0 ARTICLE-V CONSIDERATION & SPACE ALLOCATION

5.1 The Land Owners have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises; the Developer agrees and/or undertakes handover constructed area in the proposed building to the Land Owners, as described in schedule B hereunder.

5.2 Save and except the Land Owners' allocation, mentioned in SCHEDULE-"B" hereinabove the Developer in lieu of making construction of the proposed building, the Developer is entitled to get the remaining constructed area in the proposed building together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and amenities annexed thereto particularly mentioned in the SCHEDULE "C" hereunder written.

5.3 Save and except the constructed area mentioned as aforesaid, the Land Owners shall not claim any extra benefit and/or amount and/ or constructed area of the proposed building or monetary consideration from the Developer and the Developer shall be Exclusively entitled to the developer's Allocation in the said proposed new Building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with sale & transfer, enter into Agreement(s) for sale or any other way transfer of the same without any claim, demand, interest, interruption whatsoever or howsoever of the Owners and/or any person or persons



lawfully claiming through them and they shall not disturb the quiet and peaceful possession and enjoyment of the of the Developer's Allocation and the Developer shall solely be entitled to receive any booking money, part payment, advance, earnest money and the entire sale proceeds, from any intending purchaser(s) in respect of the Developer's allocation only.

6.0 ARTICLE-VI: POSSESSION

6.1 The Land Owners shall handover the possession of the said premises simultaneously on signing this agreement for development.

ARTICLE-VII: PROCEDURE

7.1 The Land Owners shall also grant proper authority to the Developer by giving a registered General Power of Attorney as may be required by the Developer for the purpose of construction of the proposed building upon the said premises mentioned in the SCHEDULE- "A" hereunder as per plan to be approved by the Municipality and for development of the said premises through construction and selling out the units/floors/ flats / car parking spaces/spaces of its allocation together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s and sign and execute all necessary papers, deeds, documents, plans etc. in respect of Developer's Allocation only and for the purpose of development of the said premises and represent the Land Owners for all purpose in connection with necessary and appropriate works before the appropriate



authorities provided however the same shall not create financial liabilities upon the Land Owners in any manner.

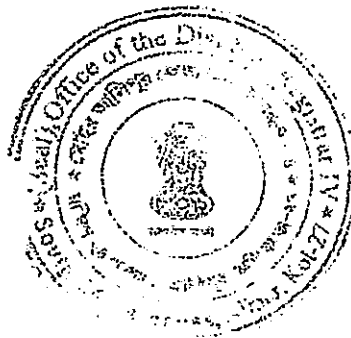
7.2 Apart from the registered General Power of Attorney, the Land Owners do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.

7.3 After getting sanction of the building plan, the Developer shall keep original copy of the sanctioned Architectural Plan and Structural Plan in their custody for construction of the building but the Land Owners will be given the certified copy of the sanction plan of the building, if required.

7.4 The Land Owners have handed over original documents relating to the title of the said premises to the Developer simultaneously on execution of this agreement on tendering receipt by the Developer.

7.5 The Developer shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned in SCHEDULE- "C" hereunder in favour of the intending Purchaser/Nominee to be selected by the Developer, on the basis of the registered Power of Attorney.

7.6 In case of death of any of the Parties herein, his or her or their successors shall step into this agreement and shall be bound to perform as per terms of this agreement.



**ARTICLE-VIII: DEALINGS OF SPACES IN THE
BUILDING**

8.1. The Developer shall on completion of the building/s handover the Land Owners' allocation consisting of the units/floors/ flats/ car parking spaces/ spaces, in the proposed building as per supplementary development to be executed herein after on getting building plan sanctioned.

8.2. The Land Owners will be entitled to transfer or otherwise deal with their allocated units/floors/ flats/ car parking spaces/spaces in the building in favour of the intending purchaser/s subject to getting peaceful possession whereof.

8.3. That saves and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common area, facilities and amenities will be jointly possessed by the Land Owners and the Developer and their heirs and nominees and the Land Owners and the Developer shall have no right to dispose of their share in common portions in any manner whatsoever.

8.4. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/ flats/ car parking spaces together with proportionate share of land being the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or



initial payments or part payment thereof shall be received by the Developer and the Land Owners' herein will have no right and share and will not be entitled to any portion thereof.

8.5. The Developer shall be entitled to enter into agreements for sale and Deeds of Conveyance in respect of Developer's allocation on the basis of the registered General Power of Attorney and entitled to sign all necessary documents on behalf of the Land Owners. However, such dealing shall not in any manner fasten or create any financial and / or legal liability /responsibility upon the Land Owners. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

ARTICLE-IX: BUILDING

9.1. The Developer shall at its own costs construct erect and complete the building entirely including the Land Owners' allocation and Developers' allocation as a whole at the said premises in accordance with the sanction plan to be sanctioned with such materials and with such specification as are mentioned in the **SCHEDULE-"E"** hereunder written and as may be recommended by the Architect from time to time.

9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided they are of high

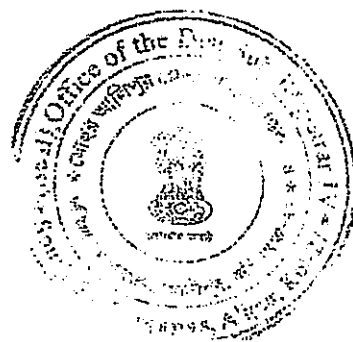


standard & best quality in accordance with the Corporation Building Laws, will be used by the Developer.

9.3. The Developer shall install erect in the said buildings at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, electric wiring fittings and other facilities for the entire building as are required to be provided in a building having self contained units/floors/ flats/ car parking spaces/ spaces and constructed for sale of units/floors/ flats/ car parking spaces/spaces herein on Ownership basis and as mutually agreed.

9.4. The Developer shall be authorized in the name of the Land Owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Land Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction of enjoyment of the building.

9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Land Owners, construct and complete the said proposed buildings in its various units/floors/ flats/car parking spaces/ spaces therein in accordance with the sanction building/s plans.



9.6 The Land Owners hereby give their consent to the Developer to raise any loan for construction of the project on the Schedule Property including, if required, by depositing documents of the Schedule Property as security, subject, however, only to the extent being the Developer's Divided and undivided share in the Schedule Property and the Developer's Allocation of the Constructed Area. The Land Owners shall, in no way, be responsible nor liable for due repayment of loans or for any terms and conditions that may be agreed to by the Developer with financial institutions or banks. The Land Owners shall render all necessary co-operations to the Developer including signing of necessary documents as may be required from time to time. It is hereby covenanted that, in the event the Developer were to avail loan/ financial assistance from the aforesaid purpose/s by way of creation of charge/ mortgage by deposit of title deed of the Schedule Property or otherwise, the Developer assures that the agreed built area to be handed over to the Land Owners shall be free of all encumbrances at the cost of the Developer, at the time of the same being handed over to the Land Owners in terms of this Agreement. If the Land Owners suffers any loss or damage on account of the Developer availing the financial assistance, the developer hereby agrees and undertakes to keep and hold the Land Owners indemnified and harmless against such loss or damage.

9.7 All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Land Owners will have no responsibility in this context.



ARTICLE-X: COMMON FACILITIES

10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful khas possession of the premises and deeds and documents of the said premises to the Developer for purpose of promoting and/or developing the proposed building as per sanctioned building plan by the Developer.

10.2. As soon as the building is completed in conformity with the sanctioned plan, when all connections with respect to water, sewerage and common electric connections are ready and then Developer shall give written notice to the Land Owners requiring the Land Owners to take possession of the Land Owners' allocation at the address where the Land Owners are staying during construction of the proposed multistoried building. Then after expiry of 30 (thirty) days from the date of service of such notice and at all times thereafter the Land Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building/s if any are levied on the building as a whole.

10.3. The Land Owners shall not do any acts deeds or things whereby the Developer shall be prevented from



construction and completion of the said building, as per approved plan.

10.4. Both the Developer and Land Owners herein shall enjoy their respective allocations/portions in the said building under their occupation forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

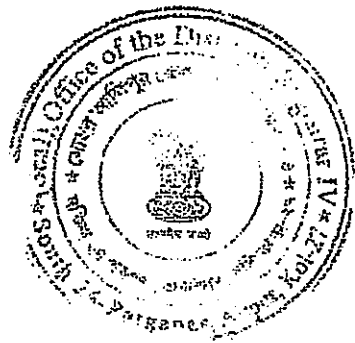
ARTICLE-XI: COMMON RESTRICTION

The Land Owners' allocation in the proposed building shall be subject to the same restrictions and use as are applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building/s which shall include the follows:-

11.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

11.2 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation-violation and/or breach of any of the said laws, bye laws, rules and regulations.

11.3 The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their



respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from or, against the consequence of any breach.

11.4 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

11.5 No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

11.6 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

11.7 Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in



order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: LAND OWNERS' OBLIGATIONS

12.1. The Land Owners hereby agree and covenant with the Developer not to cause any interference or unlawful hindrance in the lawful construction of the said building at the said premises by the Developer as per specification of the sanctioned building plan by the Sonarpur Rajpur Municipality. If any unreasonable interference or hindrance is caused by the Land Owners or their agents, servants, representatives, causing hindrance or impediment to such construction the Land Owners will be liable for damages.

12.2. The Land Owners hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building/s at the said premises in favour of the intending buyers of units/floors/ flats/ car parking spaces in the said building/s, if the Developer prior to such date has handed over vacant possession of the Land Owners' Allocation to the Land Owners to the satisfaction of the Land Owners. The Land Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

12.3. The Land Owners hereby agree and covenant with the Developer not to let out, grant, lease mortgage and/or



charge or part with possession of the said premises or any portion thereof before the construction is completed.

12.4. The Land Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of units/floors/ flats/ car parking spaces/ spaces, of the said building provided the Developer abided by the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building/s by the Developer shall be only 30 (Thirty) months from the date of sanction of the building plan and the grace period for completion of the proposed building is for 6 (six) months only. The Land Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.

12.5. The Land Owners hereto without being influenced or provoked by anybody do hereby categorically state that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Land Owners hereto, the Land Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned therein and the Developer shall be at liberty to receive any amount from any intended



Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the units/floors/ flats/ car parking spaces/ spaces of the said building/s at its sole discretion in respect of the Developers allocation only without having any attachment and/or share thereon of the Land Owners hereto.

12.6. The Land Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sought out.

12.7. The Land Owners shall sign and execute all papers and documents towards mutation, and no objection to obtain Certificate from the authority concern.

12.8. The Land Owners have handed over all the original papers and documents relating to the said premises to the Developer and the Developer has acknowledged the same tendering receipt of it.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

13.1. The Developer doth hereby agrees and covenants with the Land Owners to complete the construction of the building within 30 (Thirty) months from the date of sanction building plan. (Time being considered as the essence of this contract). The grace period for completion of the proposed building is only for 6 (six) months.



13.2. The Developer hereby agrees and covenants with the Land Owners not to do any act deed or things whereby the Land Owners are prevented from enjoying selling assigning and/or disposing of any of the Land Owners' allocations in the building/s at the said premises.

13.3. The Developer hereby agrees and covenant with the Land Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties. The Developer is liable to hand over possession of the Land Owners allocation in favour of the Land Owners first in complete form as per specification in accordance with the sanction plan to be sanctioned by the Municipality and then the Developer shall hand over possession of the Developer's Allocation to the intending purchaser/s or its nominee/s.

13.4. The Land Owners and/or their representatives -inspect the development work time to time as will be done as per sanction of the building plan to be sanctioned by the Municipality.

13.5. The Developer hereby agrees and covenants with the Land Owners not to violate contravenes any of the provisions of rules applicable to the construction of the said building.

ARTICLE-XIV: LAND OWNERS INDEMNITY

14.1. The Land Owners hereby undertake that the Developer shall be entitled to the said construction lawfully and shall enjoy its allocated space which is under Developer's allocation only without any interference or disturbances on the part of the Land Owners provided the Developer performs and fulfills all the terms and conditions



herein contained and/or in its part to be observed and performed.

14.2 The Land Owners hereby confirms that their Title to the Schedule Property is good, marketable and subsisting and that none else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachment, court or taxation or acquisition proceeding or charges of any kind. The Land Owners shall cure any defect that may be noticed in the title of the Land Owner/First Party to the Schedule Property at any times at their own cost and it shall be the sole responsibility of the Land Owners to settle at its own cost all and any claim made by any person to the Schedule Property or any part thereof. The Land Owners shall keep the Developer fully indemnified and harmless against any loss or liability, Cost or claim, action or proceedings that may arise against the Developer on account of any defect in or want of title on the part of the Land Owners or on account of any delay caused at the instance of the Land Owner.

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Land Owners indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building/s and the Developer also fully responsible and liable if the construction falls down due to use of inferiority of the materials and other patent defects thereto.



15.2 The Developer shall be responsible for any structural defects in the building and in particular in the Land Owners Allocation noticed up to a period of 6(Six) months from the date of notice of completion of the construction from the Developer to the Land Owners along with Architects' Certificate of completion of construction in all respects. However, small hairline cracks in the plaster masonry, warpage in doors and windows or regular maintenance of the plumbing electrical etc., which are quite normal even in the best of the construction shall not be considered as defect.

ARTICLE-XVI: MISCELLANEOUS

16.1. The Land Owners and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Land Owners and the Developer.

16.2. Immediately after possession of the premises, be given by the Land Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

16.3. The Land Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Land Owners indemnified against all actions suits proceedings costs charges and expenses in respect thereof.



16.4. As and from the date of completion of the building and transfer of possession to Land Owners, the Developer and/or its transferees and the Land Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

16.5. The proposed building to be constructed by the Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.

16.6. The Developer shall keep this original Development Agreement in his custody including original papers and documents relating to said premises.

ARTICLE-XVII: FORCE MAJEURE

17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

17.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen



occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

ARTICLE-XVIII: JURISDICTION

18.1 All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, where jurisdiction lies.

SCHEDULE 'A' AS REFERRED TO ABOVE

(i.e. the entire premises.)

ALL THAT piece and parcel of land measuring about **08 Cottah 14 Chittack 12 sq.ft** be the same little more or less lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian



of any of the terms herein and the meaning thereof the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, where jurisdiction lies.

SCHEDULE 'A' AS REFERRED TO ABOVE

(i.e. the entire premises.)

ALL THAT piece and parcel of land measuring about **08 Cottah 14 Chittack 12 sq.ft** be the same little more or less together with 500 sq.ft RTS thereon lying and situates at Mouza- Harinavi, Pargana- Medonmalla, J.L. NO. 36, C.S Khatian No. 425, C.S Dag No. 937, C.S Khatian No. 852, 1313, 1319, 1329, 1301, 1307, 1323, L.R. Dag No. 937, L.R Khatian No. 3938, 3940 within the limits of Sonarpur Rajpur Municipality Ward No. 17, Holding No. 255, known as M.N.Roy Road, Police Station- Sonarpur, District- 24 Parganans(s) together with all user and easement rights on the paths and passages and all other rights and facilities appurtenant thereto, which is butted and bounded as follows:

ON THE NORTH: Others' land.

ON THE SOUTH: House of Sri Subhasish Chaudhuri.

ON THE EAST : Land pertaining to Dag No. 937

ON THE WEST : 27 ft M.N.Roy Road.

SCHEDULE 'B' AS REFERRED TO ABOVE

(i.e. the Owner's Allocation)

The Owner's Allocation shall mean: - The Owners shall get below mentioned flats equivalent to 40% of the total sanction area in the said buildings to be constructed as per building plan to be sanctioned together with undivided proportionate share in the land underneath the said building.



- 6) ALL THAT self-contained residential flat NO. 3E on the 3rd Floor measuring about 748 sq.ft built up area.
- 7) ALL THAT self-contained residential flat NO. 4B on the 4th Floor measuring about 600 sq.ft built up area.
- 8) ALL THAT self-contained residential flat NO. 4D on the 4th Floor measuring about 839 sq.ft built up area.

The figure and area shown above on approximate calculation on the floor area @40% ratio of the owners. Flat sizes and dimensions are subject to final approval/sanction of the Rajpur Sonarpur Municipality. Be it noted that all terms and conditions of this agreement shall remained valid all time, and if any changes required will be finalized through a supplementary agreement on getting building plan sanctioned from the Sonarpur Rajpur Municipality. In case of any changes in final measurement Developer and Owners herein will compensate each other @2570/- per sq.ft and in case of any commercial sanction on the ground floor, share of Owner and developer will be 40:60 Ratio.

2) And a sum of Rs. 15,00,000/- (Rupees fifteen lacs) only as refundable/adjustable amount payable out of which Rs. 10,00,000/- (Rupees ten lacs) only will be paid immediately on the date of this agreement and rest Rs. 5,00,000/- (Rupees five lacs) only will be paid immediately on getting building plan sanctioned from the Municipality. This refundable /adjustable amount will be returned by the owners to the developer immediately on completion of the project and subject to return of the said refundable amount owners' allocation will be handed over to the owners. The owners herein undertake not to sell their share of flats without



refunding or adjusting amount received by them or without prior consent of developer in writing.

SCHEDULE 'C' AS REFERRED TO ABOVE

(i.e. the Developer's Allocation)

Developer's Allocation shall mean, Save and except the Land Owners' allocation, mentioned in **SCHEDULE-"B"** here in above the Developer in lieu of making construction of the proposed building, the Developer is entitled to get the remaining constructed area in the proposed building together with undivided impartible and proportionate share of the land of the said premises including all right of easements common facilities and amenities more fully described in the Schedule-A herein above written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/occupiers at the said premises.

SCHEDULE 'D' AS REFERRED TO ABOVE

(Details of fixture, fittings, standard materials etc. to be provided in the Owner's Allocation)

1. Entire flooring of the flat will be made of tiles, interior walls of plaster of Paris.
2. Toilet floor will be made of tiles, walls tile up to 5' ft.
3. In the Kitchen one cooking platform of black stone with granite, wall dado of glazed tiles up to 6" inches height over the platform and one basin and one sink will be provided with tap connection.



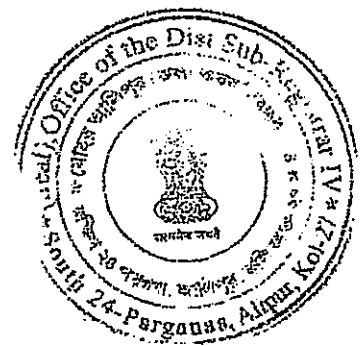
4. Door: Main door of the flat will be wooden frame with ply, and other door will be wooden frame with commercial ply.
5. Window: Aluminum sliding window with grills will be provided including the 4 mm. glass.
6. In the toilet, one western/Indian commode with cistern shall be provided in addition to this 2 Tap connection, one shower connection, and one geyser connection shall be provided.
7. Height of the flat will be erected as per sanction of Building plan.
8. Concealed wiring with points as under:
 - (a) Bed room : 2 light points, 1 fan point, 1 plug point (5 Amp.)
 - (b) Toilet ; 1 light point, 1 Plug Point (15 amp), 1 exhaust fan point.
 - (c) Kitchen : 1 light point, 3 plug point (two 5 Amp. ± one 15 Amp.)
 - (d) Drawing & dining: 3 light points, 2 fan points, 2 plug points (one 5 Amp. + one 15 Amp.)
 - (e) Balcony : 1 light point.
- (9) Calling bell connection in the each flat above/beside the door frame.
- (10) Sanitary/ plumbing fittings: All fittings of standard qualities will be provided and ensured that the fiat conform to class I standard.
- (11) Special fittings as per Owner's choice will be provided at extra cost.
- (12) Lift – repute make.



SCHEDULE 'E' AS REFERRED TO ABOVE

(Common rights/services)

1. Entrance and exist of the building.
2. The foundation, columns, girders, beams, supporting main walls, the main gate of the premises and the passage leading to the building.
3. Boundary walls and main gate,
4. Entrance lobby, electric utility space,
5. Water pump space,
6. Staircase and landings on ground floors,
7. Lift, lift well.
8. Septic tank, Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive of any unit exclusively for its use.
9. Electric sub-station and electrical wirings and other fittings excluding only those as are installed within the exclusive area of any unit exclusively for its use.
10. Water pumps with motors, water reservoir, together with all common plumbing installation for carriage of water excluding only such parts of installations and fittings as are exclusively with and for the unit.
11. Such other common parts, areas, equipment's, installations, fittings, fixtures and spaces in or around the land and buildings are necessary for passage to and / or user of the units in common by the co-Owners.
12. The ultimate roof.



IN WITNESS WHEREOF the parties hereunto put their respective hands on the day, month and year first above written.

1. K.K. Kashinath Ghosh

2. SK Sumiti Ghosh

WITNESSES:

1. Madhu Bagchi
Bansari Bida
Kanchipuram
NADIA. (SIGNATURES OF LANDOWNERS).

2. Satyajeet Singh
21/8, Kastur Chak
Joker, Kol-104 (SIGNATURE OF THE DEVELOPER).

Read over, explained in Vernacular to the Parties
And admitted to be correct and Drafted by me
And prepared in my serasta as per instructions
And Xerox documents supplied by parties herein

Sumita Das Ghosh
Sumita Das Ghosh
Advocate

Enrolment No. WB-1278 of 1999
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.



MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. 10,00,000 /- (Rupees Ten lacs) only as refundable amount from the above-named Developer as per memo below as adjustable payment in terms of this Agreement as per Memo below: -

Date	Particulars	Amount (Rs.)	Paid to whom
15.12.2023	RBL BANK J.L.Nehru Br	10,00,000	Kashinath Ghosh
	CHQ. '000128'		

Rs.10,00,000 /-

(Rupees Ten Lacs) only

WITNESSES:-

1. *Malay Bagel*


1. *Kashinath Ghosh*

2. *Suniti Ghosh*


2. *Satyajit Singh*

Signature of the **LAND OWNERS**




PHOTO 	LEFT HAND	MASKED	MASKED	MASKED	MASKED	MASKED
	RIGHT HAND	MASKED	MASKED	MASKED	MASKED	MASKED

NAME : Kashi Naito Ghosh
 SIGNATURE : Ghosh

	LEFT HAND	MASKED	MASKED	MASKED	MASKED	MASKED
	RIGHT HAND	MASKED	MASKED	MASKED	MASKED	MASKED

NAME : Suneti Ghosh
 SIGNATURE : Suneti Ghosh

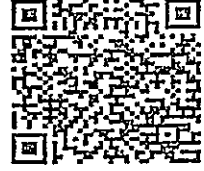
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	RIGHT HAND	MASKED	MASKED	MASKED	MASKED	MASKED

NAME : Prem Kumar Gajra
 SIGNATURE : Gajra





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



192023240317592638

GRN Details

GRN: 192023240317592638 Payment Mode: SBI Epay
GRN Date: 15/12/2023 11:32:41 Bank/Gateway: SBIEpay Payment Gateway
BRN : 9725491516619 BRN Date: 15/12/2023 11:33:05
Gateway Ref ID: 334917877357 Method: State Bank of India UPI
GRIPS Payment ID: 151220232031759262 Payment Init. Date: 15/12/2023 11:32:41
Payment Status: Successful Payment Ref. No: 2003077693/4/2023
[Query No*/Query Year]

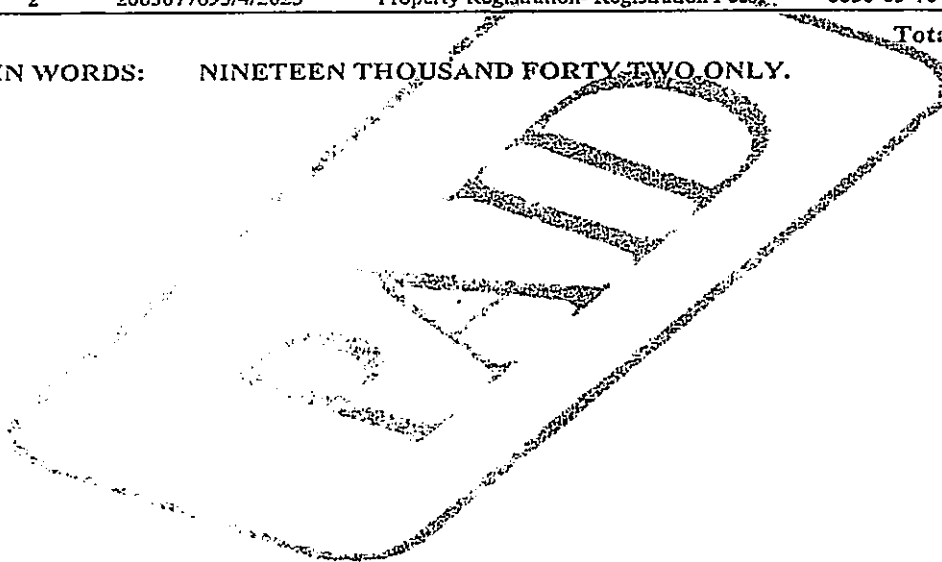
Depositor Details

Depositor's Name: Mr P.K GAJRA
Address: 134 P G H SHAH RD
Mobile: 9836996870
Period From (dd/mm/yyyy): 15/12/2023
Period To (dd/mm/yyyy): 15/12/2023
Payment Ref ID: 2003077693/4/2023
Dept Ref ID/DRN: 2003077693/4/2023

Payment Details

Sl. No.	Payment Ref No.	Head of A/C Description	Head of A/C	Amount(₹)
1	2003077693/4/2023	Property Registration-Stamp duty	0030-02-103-003-02	9021
2	2003077693/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	19042

IN WORDS: NINETEEN THOUSAND FORTY TWO ONLY.







Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2003077693/2023	Office where deed will be registered
Query Date	14/12/2023 11:46:09 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Sumita Das Ghosh Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836996870, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 10,00,000/-]	
Set Forth value	Market Value	
Rs. 56,00,000/-	Rs. 61,40,565/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,021/- (Article 48(g))	Rs. 10,021/- (Article E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 1,000/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Sonarpur, Municipality: RAJPUR-SONARPUR, Road: M.N.ROY ROAD, Mouza: Harinabhi, Ward No: 017, Holding No.255 JI No: 36, Pin Code : 700148

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-937 (RS -)	LR-3938	Bastu	Bastu	5 Katha 3 Chatak 43 Sq Ft	32,00,000/-	34,28,535/-	Width of Approach Road: 27 Ft..
L2	LR-937 (RS -)	LR-3940	Bastu	Bastu	3 Katha 10 Chatak 14 Sq Ft	22,00,000/-	23,81,280/-	Width of Approach Road: 27 Ft..
		TOTAL :			14.6713Dec	54,00,000 /-	58,09,815 /-	
		Grand Total :			14.6713Dec	54,00,000 /-	58,09,815 /-	

Structure Details :

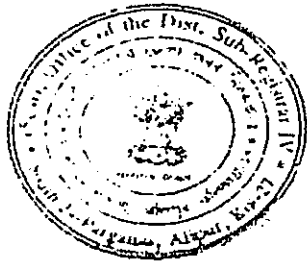
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	500 Sq Ft.	2,00,000/-	3,30,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 9 Years, Roof Type: Pucca, Extent of Completion: Complete					
	Total	500 sq ft	2,00,000 /-	3,30,750 /-	



Query No: 2003077693 of 2621 Printed On: Dec 14 2023 8:44PM, Generated from wbregistration.gov.in

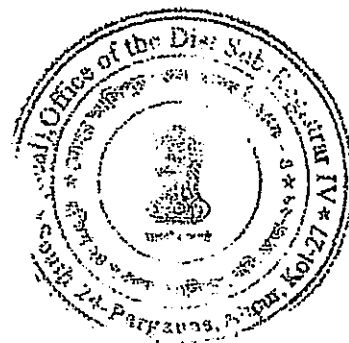
AS- 1 of 3





District Sub-Registrar-IV
Registration U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

15 DEC 2023



Major Information of the Deed

Deed No :	I-1604-15089/2023	Date of Registration	15/12/2023
Query No / Year	1604-2003077693/2023	Office where deed is registered	
Query Date	14/12/2023 11:46:09 AM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sumita Das Ghosh Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836996870, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 56,00,000/-	Rs. 61,40,565/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 10,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

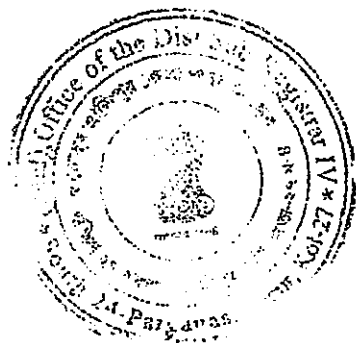
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: M.N.ROY ROAD, Mouza: Harinabhi, , Ward No: 017, Holding No:255 JI No: 36, Pin Code : 700148



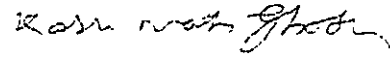


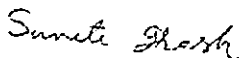
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-937 (RS :-)	LR-3938	Bastu	Bastu	5 Katha 3 Chatak 43 Sq Ft	32,00,000/-	34,28,535/-	Width of Approach Road: 27 Ft.,
L2	LR-937 (RS :-)	LR-3940	Bastu	Bastu	3 Katha 10 Chatak 14 Sq Ft	22,00,000/-	23,81,280/-	Width of Approach Road: 27 Ft.,
		TOTAL :			14.6713Dec	54,00,000 /-	58,09,815 /-	
		Grand Total :			14.6713Dec	54,00,000 /-	58,09,815 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	500 Sq Ft.	2,00,000/-	3,30,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 9 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	2,00,000 /-	3,30,750 /-	



Land Lord Details :



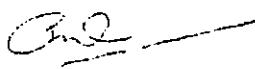
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr KASHINATH GHOSH Son of Late Mahadev Ghosh Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office		 Captured	
	15/12/2023	15/12/2023	LTI 15/12/2023	15/12/2023
M N Roy Road,harinavi, City:- Not Specified, P.O:- Harinavi, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700148 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx0F, Aadhaar No: 41xxxxxxxx0956, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mrs SUNITI GHOSH Wife of Mr Kashinath Ghosh Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office		 Captured	
	15/12/2023	15/12/2023	LTI 15/12/2023	15/12/2023
M N Roy Road,harinavi, City:- Not Specified, P.O:- Harinavi, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700148 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BZxxxxxx7E, Aadhaar No: 25xxxxxxxx9628, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office				

Developer Details :



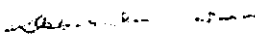
Sl No	Name,Address,Photo,Finger print and Signature			
1	JAPONICA INTERNATIONAL PVT LTD 134 Princine Gollam Hussein Shah Road, Flat No: 3rd Floor, City:- Not Specified, P.O:- Jadavpur, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 , PAN No.:: AAxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			



Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PREM KUMAR GAJRA (Presentant) Son of Shri Hari Ram Gajra Date of Execution - 15/12/2023, , Admitted by: Self, Date of Admision: 15/12/2023, Place of Admision of Execution: Office	 Dec 15 2023 3:40PM	 Captured LTI 15/12/2023	 15/12/2023
12, Satyan Dutta Road Flat No 19,, City:- Not Specified, P.O:- Saratbose Road, P.S:-Lake, District:- South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx3P, Aadhaar No: 61xxxxxxxx1326 Status : Representative, Representative of : JAPONICA INTERNATIONAL PVT LTD (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBABRATA NASKAR Son of K NASKAR ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027	 15/12/2023	 Captured 15/12/2023	 15/12/2023
Identifier Of Mr KASHINATH GHOSH, Mrs SUNITI GHOSH, Mr PREM KUMAR GAJRA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr KASHINATH GHOSH	JAPONICA INTERNATIONAL PVT LTD-5 Katha 3 Chatak 43 Sq Ft
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs SUNITI GHOSH	JAPONICA INTERNATIONAL PVT LTD-3 Katha 10 Chatak 14 Sq Ft
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr KASHINATH GHOSH	JAPONICA INTERNATIONAL PVT LTD-250.00000000 Sq Ft
2	Mrs SUNITI GHOSH	JAPONICA INTERNATIONAL PVT LTD-250.00000000 Sq Ft



Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: M.N.ROY ROAD, Mouza: Harinabhi, , Ward No: 017, Holding No:255 JI No: 36, Pin Code : 700148

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 937, LR Khatian No:- 3938	Owner:কণী নাথ গোস্বামী, Gurdian:সহাদর . Address:লিঙ্গ . Classification:ভাঙ্গা, Area:0.08000000 Acre,	Mr KASHINATH GHOSH
L2	LR Plot No:- 937, LR Khatian No:- 3940	Owner:সুনীতি গোস্বামী, Gurdian:কণীনাথ , Address:লিঙ্গ . Classification:ভাঙ্গা, Area:0.05000000 Acre,	Mrs SUNITI GHOSH



Endorsement For Deed Number : I - 160415089 / 2023

On 15-12-2023

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

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

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

Presented for registration at 15:10 hrs on 15-12-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr PREM KUMAR GAJRA .

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 61,40,565/-

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

Execution is admitted on 15/12/2023 by 1. Mr KASHINATH GHOSH, Son of Late Mahadev Ghosh, M N Roy Road,harinavi, P.O: Harinavi, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700148, by caste Hindu, by Profession Business, 2. Mrs SUNITI GHOSH, Wife of Mr Kashinath Ghosh, M N Roy Road,harinavi, P.O: Harinavi, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700148, by caste Hindu, by Profession House wife

Indetified by Mr DEBABRATA NASKAR, ., Son of K NASKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-12-2023 by Mr PREM KUMAR GAJRA, director, JAPONICA INTERNATIONAL PVT LTD (Private Limited Company), 134 Princine Gollam Hussein Shah Road, Flat No: 3rd Floor, City:- Not Specified, P.O:- Jadavpur, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032

Indetified by Mr DEBABRATA NASKAR, ., Son of K NASKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 10,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2023 11:33AM with Govt. Ref. No: 192023240317592638 on 15-12-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9725491516619 on 15-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

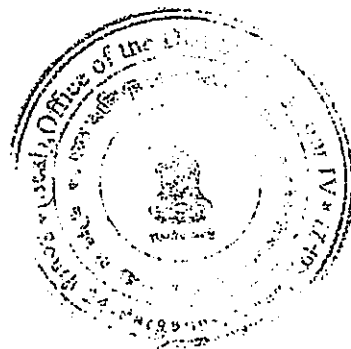
Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 619, Amount: Rs.1,000.00/-, Date of Purchase: 12/12/2023, Vendor name: JAYANTA DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/12/2023 11:33AM with Govt. Ref. No: 192023240317592638 on 15-12-2023, Amount Rs: 9,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9725491516619 on 15-12-2023, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

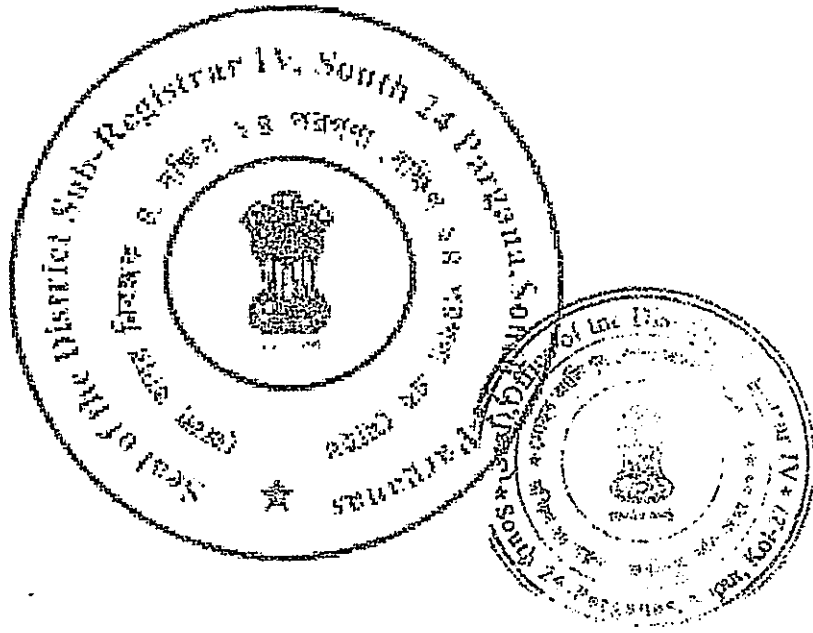


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 463089 to 463138

being No 160415089 for the year 2023.



Digitally signed by Anupam Halder
Date: 2023.12.18 11:55:37 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 18/12/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

Certified to be a true copy

District Sub-Registrar-IV
Alipore, South 24-Parganas

15/01/2024

CHECKED BY.....
15/01/2024