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भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत



सत्यमेव जयते

INDIA

FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

अष्टमिबङ्ग पश्चिम बंगाल WEST BENGAL

AK 881367

16/8/2024  
2-2-2173714/24

**THIS DEED OF DEVELOPMENT** made on this 16<sup>th</sup> day of August 2024 **BETWEEN** : (1) **SRI SUBHANKAR ROY** (PAN No. ALRPR6071N, Aadhaar No. 653722615872), (2) **SRI TIRTHANKAR ROY** (PAN No. AHEPR4761L, No. 838761948058), both sons of Late Somendra Nath Roy & Late Maya Roy **AND** (3) **SMT. SUSMITA ROY** (PAN No. CHQPR3932R, Aadhaar No. 272446559591), daughter of Late Dipankar Roy, granddaughter of Late Somendra Nath Roy & Late Maya Roy, all by faith Hindu, by nationality Indian, by occupation Service and at present residing at Premises No. 1/17, Gariahat Road (1/17, Jodhpur Park), P.O. Jodhpur Park, P.S. Lake, Kolkata – 700068, hereinafter jointly referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) on the **ONE PART**.

Certified that the document is admitted to registration. The signature, seals and the endorsement of the Sub-Registrar are the part of this document.

District Sub-Registrar-III  
Alipore, South 24 parganas

16/08/2024

00509

Name : A. K. SINGH, Advocate  
Address : High Court, Calcutta  
Kolkata - 700001

Kolkata Collectorate  
11, Netaji Subhas Rd.,  
Kolkata-1

Amal Kr. Saha  
Licensed Stamp  
Vendor

25 JUL 2024



Lahul Kr. Saha  
S/O Ranee Kumar  
Surrie Junction, Barishat  
W.B. 743387.  
P.S. Barishat  
P.O. Karmahat

**AND**

**M/S. DEEPAJ CONSTRUCTION PVT. LTD. (PAN No. AACCD5069P)**, a company incorporated under the Companies Act, 1956 and having its registered office at No. 48/1A, Dr. Suresh Sarkar Road, Police Station – Beniapukur, Post Office – Entally, Kolkata – 700014, represented by its Director **SMT. JAYATI PAUL (PAN No. AKEPP6359B)**, wife of Sri Madhab Ch. Paul, by faith – Hindu, by occupation – Business and at present residing at 17, Suren Tagore Road, P.S. Gariahat, Kolkata - 700019, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns) on the **OTHER PART**.

**WHEREAS** by virtue of an Indenture of Conveyance dated 04<sup>th</sup> September, 1962, executed by the Bengal Secretariat Co-Operative Land Mortgage Bank & Housing Society Ltd., a Society registered under the Bengal Co-Operative Societies Act, 1940 and having its registered office at Writers' Buildings, Dalhousie Square in the city of Calcutta, therein referred to as the “Housing Society” of the One Part and Dr. Hari Sadhan Sen Gupta son of Late Jatindra Nath Sen Gupta, therein referred to as the “Allottee” of the Other Part wherein the Society allotted ALL THAT piece and parcel of land being portion of premises No.1, Gariahat Road, being Plot No.17 of the Tollygunge Scheme (Jodhpur Club Land) of the said Society measuring about 5 (five) cottahs 3 (three) chittacks 5 (five) Sq.ft. be the same a little more or less unto and in faovur of the said Hari Sadhan Sengupta, and the said was duly registered in the office of Joint Sub-Registrar of Alipore, at Behala, 24 Parganas and recorded in Book No. I, Volume No. 55, pages from 192 to 210, Being No. 3737 for the year 1962 and by which said Hari Sadhan Sengupta became the sole and absolute owner of the said land.





**AND WHEREAS** during pendency of Agreement of Sale the said Dr. Hari Sadhan Sengupta (since deceased) by a registered Deed of Gift as a Donor relinquish transferred **ALL THAT** Northern Half portion measuring about **2 (two) Cottahs 9 (Nine) Chittacks 20 (Twenty) Sq. ft.** to his only daughter Smt. Maya Roy and the said Deed of Gift was registered on 23<sup>rd</sup> January 1959 before the Sub-Registrar Alipore Sadar District – 24 Parganas and incorporated in **Book No. I, Volume No. 24, Pages 28 to 30 Being No. 1561 for the year 1959.**

**AND WHEREAS** the Donor Dr. Hari Sadhan Sengupta (since deceased) through Mistake executed a premature invalid and inoperative Deed of Gift on **23.01.1959** to Donee Maya Roy therein. Thereafter the Dr. Hari Sadhan Sengupta by an another registered Deed of Gift on **31st July 1965**, relinquish transferred a portion of land to his daughter Maya Roy. The said Deed of Gift was registered before the Sub – Registrar Alipore, District 24 Parganas and incorporated in **Book No. I, Volume No. 116, Pages 106 to 109 Being No. 6326 for the year 1965.**

**AND WHEREAS** said Maya Roy seized and possessed of the said property **ALL THAT** piece or parcel of land being portion of Premises No.1, Gariahat Road, Calcutta, described by the Bengal Secretariat Co-Operative Land mortgage Bank and Housing Society of writers Buildings, Dalhousie Square, as Plot No. 17, of the Tollygunge Scheme (Jodhpur Club Lands) of the Society, measuring about 5 (five) cottahs 3 (three) chittacks 5 (five) Sq.ft. within Calcutta Corporation fully described in the Schedule thereto and delineated in the plan annexed to the Conveyance by the Housing Society in favour of the Hari Sadhan Sengupta, the Donor therein dated 4<sup>th</sup> September, 1962.

**AND WHEREAS** the said piece or parcel of land has been separately assessed and numbered by the corporation of Calcutta as premises Nos.1/17A and 1/17B, Gariahat Road.




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**AND WHEREAS** one Hari Sadhan Sengupta had been possessed of the said piece or parcel of land being Premises No. 1/17A and 1/17B, Gariahat Road and his name had been mutated in the records of the Calcutta Municipal Corporation in respect of the said premises No.1/17A, Gariahat Road and the mutation of his name in respect of the said premises No. 1/17B, Gariahat Road is still pending before the Corporation of Calcutta.

**AND WHEREAS** the said Smt. Maya Roy had been paying all municipal rates and taxes in respect of the said piece and parcel of land being Premises Nos. 1/17A and 1/17B, Gariahat Road.

**AND WHEREAS** there was reservation of right of revocation of the gift in the said deed of gift dated 31<sup>st</sup> July, 1965 about which question has arisen whether or not the revocation clause can be construed as a reservation of right of revocation at the will or pleasure of the Hari Sadhan Sengupta thereby causing the said Deed of Gift invalid notwithstanding the fact that it was not the intention of the Hari Sadhan Sengupta to revoke the gift at his will or pleasure.

**AND WHEREAS** in order to do away with all doubts about the validity of the absolute nature of the gift all along intended by him in favour of Smt. Maya Roy, the Donee therein the Donor Hari Sadhan Sengupta gifted and transferred his said piece or parcel of land measuring about 5 (five) cottahs 3 (three) chittacks 5 (five) sq.ft. be the same a little more or less, being Premises Nos.1/17A and 1/17B, (formerly portion of No. 1) Gariahat Road, Calcutta, unto and in favour of Smt. Maya Roy, the Donee therein, by virtue of a Deed of Gift dated 10.08.1967, duly registered in the office of Sub-Registrar Alipore, District 24 Parganas and recorded in Book No.I, Volume No. 53, pages from 203 to 208, Being No. 2557 for the year 1967.





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**AND WHEREAS** by virtue of registered Deed of Gift Smt. Maya Roy, became the sole and absolute owner of the said land measuring about 5 (five) cottahs 3 (three) chittacks 5 (five) sq.ft. be the same a little more or less, being Premises Nos. 1/17A and 1/17B, (formerly portion of No.1) Gariahat Road, Calcutta, by mutating her name in the records of the Calcutta Municipal Corporation and after amalgamation of the said two Premises the said property was known and numbered as Premises No.1/17, Gariahat Road, P.S. – Lake, Calcutta – 700068, Ward No. 093, by paying taxes regularly and constructed two and half storied dwelling house standing thereon by obtaining sanctioned building plan from the Calcutta Corporation vide sanction No. 48 dated 02.05.1068 and absolutely seized and otherwise well and sufficiently entitled to the same without any hindrance interference and the said property is free from all encumbrances, liens, lispens attachments, mortgages charges claims and demand whatsoever and one asbestos shed room in the back side within the premises occupied by one Ration Shop.

**AND WHEREAS** while seized and possessed of the said property said Maya Roy died intestate on 28.04.2024 leaving behind her two sons namely 1) Subhankar Roy and 2) Tirthankar Roy and two granddaughters namely 3) Susmita Roy and 4) Supriya Roy (legal heirs of predeceased son of Late Dipankar Roy) as her heirs and legal representatives and the property left by the deceased devolved upon them according to Hindu Succession Law. The husband of Maya Roy namely Somendra Nath Roy predeceased on 13.01.1992.

**AND WHEREAS** said Dipankar Roy son of Late Somendra Nath Roy died intestate on 20.01.2006 leaving behind his surviving wife Manjula Roy and two daughters namely Susmita Roy and Supriya Roy as his heirs and legal representatives. Subsequently said Manjula Roy died intestate in the year 2007 leaving behind her two daughters namely Susmita Roy and Supriya Roy as her heirs and legal representatives.



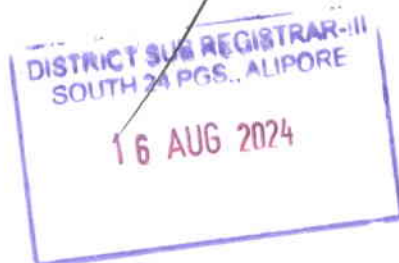
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**AND WHEREAS** another son of Late Somendra Nath Roy and Late Maya Roy namely Partha Roy predeceased on 25.06.2007 as unmarried and issueless.

**AND WHEREAS** by way of inheritance said Subhankar Roy and Tirthankar Roy each having undivided  $1/3^{\text{rd}}$  share of the said property and Susmita Roy and Supriya Roy jointly became the owners of undivided  $1/3^{\text{rd}}$  share each having undivided  $1/6^{\text{th}}$  share out of the said entire land measuring an area of 5 (five) 3 (three) chittacks and 5 (five) Sq.ft. more or less together with old pucca two and half storied dwelling house standing thereon, out of which ground floor measuring about 1000 sq.ft., first floor measuring about 1000 sq.ft. and Second floor measuring about 500 sq.ft. more or less, being Premises No.1/17, Gariahat Road, Police Station – Lake, Kolkata – 700068, within the limits of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation, under Ward No. 93, District -24 Parganas (South) and jointly seized and possessed of and/or otherwise sufficiently entitled to the same without any hindrance, interference by mutating their names in the records of the Kolkata Municipal Corporation, under Assessee No. 21-093-04-0104-3, by paying taxes regularly, morefully described in the **FIRST SCHEDULE** hereunder written and the said property is free from all encumbrances, liens, lispendens, attachments, mortgages, charges, claims, demand whatsoever.

**AND WHEREAS** due to natural love and affection said **Supriya Roy**, has gifted her undivided  $1/6^{\text{th}}$  share of the said land and undivided  $1/6^{\text{th}}$  share in the existing structure of the said two and half storied building, along with easement rights appurtenant thereto for egress and ingress, privileges, facilities and benefits, attached to the said property, being Premises No.1/17, Gariahat Road, Police Station – Lake, Kolkata – 700068, under K.M.C. Ward No. 93, District - 24 Parganas (South), morefully described in the **SECOND SCHEDULE** thereunder written, to her full blooded sister **Susmita Roy** by a



registered deed of gift on 30.07.2024 which got registered under D.S.R. III Alipore, and recorded under Book No. I, Volume no. 1603-2024, Pages 338662 to 338683, Being no. 160312730, Year 2024.

**AND WHEREAS** now the said 1) Subhankar Roy, 2) Tirthankar Roy and 3) Susmita Roy all having undivided 1/3<sup>rd</sup> share became the owners of premises no. 1/17, Gariahat Road, P.O. Jodhpur Park, P.S. Lake, Kolkata – 700 068 and area of land 5 cottahs 3 chittacks 5 Sq. ft, Assessee No. 210930401043.

**AND WHEREAS** the owners for their mutual benefit are ready and are willing to develop their property by a developer for the purpose of construction of a multi-storied building whereby all the owners will be benefited substantially.

**AND WHEREAS** the developer has adopted a resolution in the meeting of its Board of Directors held on 12.08.2024 to the extent that to enter into this Development Agreement will be beneficial to the interest of the said company and Smt. Jayati Paul was authorized and empowered by the Board to sign and execute this Deed of Development for and on behalf of the developer company.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

#### **ARTICLE- I DEFINITIONS**



1. **PREMISES** shall mean Municipal Premises No. 1/17, Gariahat Road, P.O. Jodhpur Park, P.S. Lake, Kolkata – 700068, Sub-Registry Office Alipore, District 24 Parganas (South), KMC Ward No. 93.

2. **OWNERS** shall mean **Sri Subhankar Roy, Sri Tirthankar Roy and Smt. Susmita Roy.**





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3. **DEVELOPER** shall mean **Deepraj Construction Pvt. Ltd.**
4. **TITLE DEED** shall mean all deeds, documents, papers Partition Decree and writings regarding title of the said property.
5. **PROPERTY** shall mean all that piece and parcel of land measuring more or less 5 Cottah 3 Chittack 5 Sq.ft. together with one pucca residential unit standing thereon and comprised within Municipal Premises No. 1/17, Gariahat Road, P.O. Jodhpur Park, P.S. Lake, Kolkata – 700068, Sub-Registry Office Alipore, District 24 Parganas (South), KMC Ward No. 93.
6. **BUILDING** shall mean the building G+IV storied to be constructed on the piece of land mentioned above in accordance with the building plan or revised thereof to be sanctioned by the Kolkata Municipal Corporation.
7. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stairways, passageways, shafts, drains, septic tank, overhead water tank, ultimate roof, underground water reservoir, pump and motor, meter board, lift, caretaker's room (if any), boundary walls, gate and other space or spaces and facilities along with the basement attached thereto or which may be mutually agreed upon between the parties or whatsoever required for establishment, location, enjoyment, Provisions, maintenance and /or management of the building and/or common facilities or any of them there as the case may be.
8. **OWNERS ALLOCATION:** Owners Allocation shall mean:
  - i. Entire 3rd floor of the proposed sanction building plan consist of three nos. of 2BHK flat more or less in equal sizes/areas. 
  - ii. Two car parking space at the ground floor.
  - iii. The Developer shall bear the liability for the tenant situated at the back side of the said property. 



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iv. A non-refundable advance of Rs. 2,30,00,000/- out of which Rs. 75,00,000/- on the date of execution of the Development Agreement. The balance amount of Rs. 1,55,00,000/- shall be paid within 7 (seven) days on handing over the physical possession of the existing building after obtaining the sanction plan from the KMC latest by or within 31<sup>st</sup> January, 2025.

9. **DEVELOPERS ALLOCATION:** shall mean:

Rest of the portion of proposed residential building (except owners allocation) like as car parking space, shops, flats (1<sup>st</sup>, 2<sup>nd</sup> & 4<sup>th</sup> floor).

10. **SALEABLE SPACE** shall mean flat or flats, apartment or apartments or any other space or space or portion thereof for residential/commercial purpose only and for exclusive use of the flat Owners in the building available for independent use and occupation for common facilities and the space required therefore.

11. **ARCHITECT/ L.B.S.** shall mean the qualified person or persons that may be appointed by the Developer for designing and planning of the building to be constructed on the said land.

12. **PLAN** shall mean plan or plans or revised thereof prepared by the Architect/ L.B.S. for the construction of the building to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authority or authorities as the case may be, under the proceeding of the law of the land/Govt./proper authority.

13. **TRANSFER** shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for affecting what is understood as transfer of space to the transferee thereof vide provision of Transfer of Property Act 1882 and Registration Act 1908.



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14. **TRANSFREE** shall mean a person, firm, limited company, Associations of person to whom any saleable space in the building will be transferred under law.

15. **FORCE MAJEURE**, shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike, lockout, Labour unrest and/or any other acts or commotion beyond the control of parties hereto affected thereby.

16. Words importing singular shall include plural and vice-versa.

### **ARTICLE - II TITLE AND INDEMNITY:-**

1. The Owners hereby declare that they are the only Owners of the said property lawfully entitled to the same and to the best of their knowledge and no disputes or suits act one or legal proceedings are pending in respect of the same property or any part or portion thereof and has good and absolute right title interest and position of the said premises to enter into the Agreement with the said Developer.

2. The Owners hereby declare that to the best of their knowledge that the said premises is free from all and any manner lispence, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions, or mortgage whatsoever and the Owners hereby agreed to indemnify and keep the Developer indemnified from or against any and all actions, charges, liens, claims, encumbrances and mortgages unless created by the Developer himself.

3. The Owners hereby also undertake that the Developer shall be entitled to construct the multi-storied building on the said land as agreed by and between the parties hereto according to the building plan to be sanctioned or revised plan if any under subject to K.M.C. rules and regulations. If any excess



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floors/area is sanctioned over G+IV storied residential building by the K.M.C. the Owners will be entitled to 50% of the said additional area without incurring any costs. The Developer has agreed to hand over to the Owner, a proposed plan which is to be submitted before the KMC for its sanction and shall also intimate the Owners about any revision or alteration that they propose to make in the said plan and hand over such proposed revised plan to the Owners for their approval before submitting the same before the KMC.

### **ARTICLE – III DEVELOPMENT RIGHTS**

1. The Owners grant exclusive right to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained, subject to K.M.C. rules and regulations and not in any way contrary to Owner's interest in the flats to be allotted to the Owners.

2. Forthwith upon entering into this Development Agreement the developer shall take all necessary steps for sanction of building plan of Premises No. 1/17, Gariahat Road, Kolkata - 700068, at its cost and expenses. The Owners shall at the cost of the Developer from time to time at anytime submit and/or join with the Developer as the Owners of the said land in submitting the building plan applications, forms, petitions, and writings to the appropriate authority for sanction and/or approval of the plan and/or materials and otherwise as may or shall be required for the construction of the building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid to comply with any sanction or approval as aforesaid. It is clearly mentioned here that the Developer shall submit building plan for sanction before the Kolkata Municipal Corporation. That the Developer shall complete the building within 27 months from the date of the sanction of the building plan, subject to getting clear vacant possession of the existing building of the Owners for demolition and commencement of construction of the said premises. The sanction of building plan is to be obtain within 31<sup>st</sup> January 2025 from the date of execution of this agreement.



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2. Developer shall for and on behalf of the Owners take all such permissions, sanctions and approvals in compliance with the prevailing laws as are legally required for the purpose of developing the said land. The Owners shall always cooperate with the Developer in connection with the same and shall sign any required papers, letters etc. in connection there with. The Developer shall pay the KMC tax liabilities on behalf of the owners after getting the physical possession of the said property till handing over the proposed building to the owners & perspective purchasers.

4. All applications and other papers and documents referred to above shall be prepared by the Developer at their own cost subject to approval of the Owners and submitted by or in the name of the Owners and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited for sanction and building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

5. The Owners shall render the Developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions clearance and approvals in terms thereof and the Developer shall have the discretion to submit the applications, plan and other act deed matter and things envisaged herein as an agent for and/or on behalf of or in the name and with the consent of the Owners and to directly collect and receive back from the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the Owners shall grant the Developer and his nominees or successors, necessary power and authorities to sign make file amend withdraw and/or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permissions clearances and approvals as aforesaid.

6. The Developer shall exclusively be entitled to receive, release and appropriate the sale proceeds and/or the construction cost with regard to the Developer's Allocation which the Developer becomes entitled to receive from





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the intending purchaser or purchasers of flats, garages, shops in the said proposed building excepting Owner's Allocation, under the official intimation to the Owners.

#### **ARTICLE – IV: CONSIDERATION**

1. In consideration of the Owners have agreed to grant to the Developer the exclusive right to develop and/or construction of the proposed building in the manner hereinbefore mentioned the Developer shall allot to the Owners the aforesaid owners' allocation the proposed building completed in all respect to be erected and/or constructed upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

#### **ARTICLE – V: PROCEDURE**

1. The Owners shall grant to the Developer or its nominee/nominees a Registered Power of Attorney as may be required for the purpose of obtaining the modification of sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for perusing and following up the matter in the Kolkata Municipal Corporation and other authorities and to construct the building, appoint Architect/ L.B.S.s engineers, contractors, agents, etc. and to represent the Owners before Kolkata Municipal Corporation, Kolkata Improvement trust, Kolkata Metropolitan Development Authority, Kolkata Police, Fire Brigade, or any other appropriate authority or authorities and to undertake the construction of the building and to enter into agreement/agreements with the purchasers/buyers of flats/car parking spaces or any other spaces from the Developer's allocation and also to receive, realize recover the entire proceeds of the Developer's allocation at the sole responsibility of the Developer. It is also to be mentioned in the said Power of Attorney that after the completion of the Project and after the Owners having received the Owners' Allocation fully and satisfactorily/lawfully with rightful possession, if the Owners are not



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in a position to make the registration of the deed of conveyance or conveyances of the purchase deeds, intentionally or unintentionally in favour of the Developer or its nominee or nominees and/or assignee or assignees, the Developer shall be at liberty to execute and register of the deeds of conveyance or conveyances of the Developers Allocation in favour of itself or in favour of the intending Purchasers/buyers, by utilising the Power of Attorney, subject to, after properly intimating the Owners regarding the facts and circumstances thereto and giving the Owners a reasonable and sufficient time to act and cooperate, which has been issued in favour of the Developer's nominee Smt. Jayati Paul and in that case the Owners shall not be in a position to object to such registration of deed of conveyance under any circumstances. The Power of Attorney to be granted by the Owners herein shall remain operative till the construction of the building is completed and transfer of the Developer's allocation and the other terms and conditions as mentioned in this agreement is fulfilled in all respect.

#### **ARTICLE - VI: BUILDING**

1. The Developer shall construct the said Building at its own costs or by raising funds from the prospective transferees out of Developer's Allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from prospective transferees for transfer out of the total built up area excepting the Owner's Allocation in the building to be constructed on the land comprised in the said premises in accordance with the plan to be approved by the Architect/ L.B.S. and sanctioned by the Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not below as mentioned in the Third Schedule hereunder and also in good workman like manner within a period of one and half year from the date of obtaining sanction of the plans and such period may be extended mutually, from the Kolkata Municipal Corporation to the Owners. Owners would not be responsible in case of any fault in raw materials used or any structural defect or any dispute on sale of Developer's Allocation.



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2. The Developer shall also install and provide in the said building at its own costs the lift, pump, generator (if required), water storage, tanks, overhead reservoir, inside electrification and/or of the sanctioned plan or under any applicable statutory bye laws or requisitions relating to the construction of the building on the said land and specifications as mentioned in the third schedule hereunder written.

3. The Owners shall be entitled to transfer or otherwise deal with only the Owner's Allocation in the building.

4. The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the Developer's Allocation subject to the conditions mentioned in Article 6.1 above and the Owners shall not in any way interfere with or disturb the quiet and peaceful vacant possession of the Developer's Allocation.

5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer and/or its nominee or nominees power or power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owners or Owners Allocation.

6. The Developer shall be authorized in the name of the Owners in so far as it is necessary to apply for and obtain quotas entitlements and other allocations for cement, steel bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary connection of water electricity, power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owners shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the Owners shall not be liable in any manner whatsoever.



7. The Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned Building plan and any amendment thereto or modifications thereof made or cause to be made by the Developer. The Developer at its own risk and responsibility accept the earnest money or full consideration money from the Purchaser/s of the Developer's Allocation and the Developer shall bear liabilities relating with the same and the Owners shall in no way be responsible and or liable for the same.

### **ARTICLE – VII: AUTHORITY**

1. The Owners and the Developer shall jointly be entitled to Transfer or otherwise Deal with the flat and/or apartments and/or other saleable space or spaces and car parking space of the building and proportionate right to use the common areas and facilities to be transferred to the prospective transferees and income tax or other taxes for Developer's Allocation to be borne by the Developer.

2. In so far as necessary all the dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owners for which the Owners hereby irrecoverably nominate, constitute and appoint the Developer to do, execute, perform and execute all the acts and things necessary for the implementation of this Agreement including the authorities to cause, to be prepared, to sign letters correspondence and to apply to the authorities, to sign and execute all application to the government Department and/or authority to appoint Architect/ L.B.S.s, Engineers and other persons to construct the building as per sanction of the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances, jointly with the Owners in favour of the prospective transferees to make affidavits and declaration to apply for allotment of cement, iron, and steel and other materials to apply for electric connection sewerage and the drainage to apply



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for and obtain refund of any amount receivable from the authorities in respect of the said premises to commence proceedings, to sign plaints, verification written statements petition, to sworn affidavit, to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers, Owners is not affected for any cost expenses.

3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and/or sale flat/flats or apartments and/or any other saleable space or spaces or any portion from and out of the Owner's Allocation in the said building which the Developer agrees to make delivery of possession at first to the Owners as consideration of the said land in proportion to the Developer's Allocation.

#### **ARTICLE – VIII: COMMON FACILITIES**

1. The Developer shall pay and bear all Ground rent, other dues and outgoings in respect of the said premises accruing, after handed over of the vacant and peaceful possession by the Owners.

2. Subject to the covenant as contained in Article X clause 5 as mentioned hereinafter, on completion of the Owner's Allocated portion and after taking the Completion Certificate from of the KMC of the newly constructed building in all respect as per terms of this Agreement the Developer shall give fifteen days notice in writing to the Owners requesting the Owners to take possession of the Owners' Allocation in the said building agreed to be provided as consideration of the land in proportionate with the Developer's Allocation as per terms of this Agreement. The Developer shall not be responsible for payment of all Municipal and property taxes, rates, duties, maintenance, charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owners' Allocation and the said rates are to be apportioned pro-rata basis with reference to the saleable space in the building. It is further



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agreed that the Developer shall deliver possession to the intending flat purchasers only after delivery of possession to the Owners (within fifteen days notice) of the Owners allocated portion complete in all respect as per terms of this Agreement.

3. The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and the Owners and the Developer shall keep each other in this regard indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly and indirectly in connection with their respective allocation.

#### **ARTICLE – IX: OWNER’S OBLIGATION**

1. Subject to the Developer complying with all the terms of this Agreement and discharging its obligations under this Agreement. The Owner do hereby agree and covenant with the Developer not to do any act, deed or things thereby the Developers may be prevented from selling, assigning and/or disposing of the flat/flats or apartment and/or any other saleable space or spaces of the Developer’s Allocation or any apportion thereof in the said building of the said premises of the Developer’s Allocation and the Developer will co-operate in all respect with the owner, when the owner is selling their allocated flats to perspective purchaser/purchasers & vice versa.

2. The owner shall undertake all necessary actions and payments to ensure that the property tax, LOI, and GR obligations are settled in full and brought up to date prior to the sanction of building plan from the Kolkata Municipal Corporation.





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3. The Ownership records pertaining to the said premises shall be updated to reflect the current existing owner's name in lieu of the previous owner's name. The owner shall be responsible for initiating and completing all requisite procedures, filings, and payments associated with effecting this change in Ownership records of KMC & CESC departments respectively and Developer will give full cooperation with the Owner regarding this matter.

4. The Owner or any person or persons claiming through them shall not in any way cause any reference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises.

5. The Owner do hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the Developer's Allocation of the said premises or any portion thereof.

6. The owners with immediate effect after executing this Development Agreement, shall hand over all the photocopies of deeds, gift deed, deed of family settlement, death certificates, mutation certificate, CESC electricity bill and/or all the photocopies papers related to the said premises to the Developer. Owners will co-operate and provide the original documents for verification to the Developer whenever any financial institution demands so, when the Developers are selling their allocated flats & Car Parking spaces to perspective purchaser/purchasers.

#### **ARTICLE - X: DEVELOPER'S OBLIGATION**

1. The Developer hereby agrees and covenants with the Owners to complete the construction of the building in terms of this Agreement and in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation within



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27(twenty seven) months from the date of sanction of building plan and also deliver the possession of the owners allocation to the owners within 27 (twenty seven) months from date of sanction unless prevented by force majeure.

2. The developer shall bear all liabilities associated with the demolition process of the existing structure present at said premises. Furthermore, it is expressly agreed that any proceeds or compensation received as a result of the demolition shall be solely allocated to the developer.

3. The Developer hereby agrees and covenants with the Owners not to violate, contravene or deviate any of the provisions or rules applicable for construction of the said building.

4. The Developer hereby agrees and covenants with the Owners not to do any act, deed, or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of the Owner's Allocation or any portion thereof the said building in the said premises.

5. It is hereby established and agreed that negotiations with the tenants currently occupying the premises shall be the sole responsibility of the Developer. The developer shall undertake all negotiations pertaining to the relocation which shall be provided from the developer's allocation or termination of tenancy agreements.

6. The Developer shall be responsible for the entire construction and indemnifies the Owners for any damage or loss arises or any accident happens during the construction period. If there is any loss or damage the Developer shall be solely responsible for the same and shall bear all cost and expenses.

7. The Developer hereby agrees that, after taking the Completion Certificate from the KMC, the Developer shall first offer the Owners to take their possession within fifteen days (Complete in all respect as per terms of this



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Agreement) of their allocation in the newly constructed building, and, after fifteen days from receipt of the said notice by the Owners, if the Owners fail to take possession of the Owners allocated portion or to act upon the notice the said offer, the Developer shall be at liberty to hand over its developer's allocated portion to the intending purchaser or purchasers.

#### **ARTICLE – XI: MISCELLANEOUS**

1. That before demolition of the existing building standing thereon the Developer will arrange for the Owners within 2.0 km radius of the aforesaid premises two residential 2 BHK flats or one residential 4 BHK flats and the Developer will be liable to pay monthly rent in respect of that accommodation till completion and delivery of possession of the Owners allocated portion in the newly constructed building. The Owners shall vacate the premises within 7 days from the date of providing a rented accommodation.

2. That the demolition of the existing structure the Developer shall be at liberty to sell old building materials and the sale proceeds thereof will be retained by the Developer exclusively for which the Owners herein renders their no objection.

3. It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein, the Owners hereby undertakes to do all such acts, deeds, matters and things which do not in anyway infringe the rights of the Owners and/or against the spirit of these presents.



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4. If at any time, the Owners shall be held liable for the wealth tax, Service Tax, income tax and/or Goods and Services Taxes (GST) or any other rates, taxes only for their allocation then and in that event the Owners shall pay the said taxes from their own accord and the Developer shall not be held liable and/or responsible for the same in any manner whatsoever, in respect of the Owner's portion.

5. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the Owners if delivered by hand (acknowledgement is required) or sent by registered post to the Owners at all the addresses of the Owners mentioned herein and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by Registered office of the Developer.

6. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building or buildings and/or common parts thereof. The Owners hereby agrees to abide by all the regulations to be framed by any society /Association/Holding Association and/or any other organizations to be formed that will be in charge of the affairs of the building or buildings and/or common parts thereof and the parties hereby give their consent to abide by such rules and regulations.

7. The name of the building shall be “ **Maya Gardens** ”

8. After completion of the construction of the building the Owners shall at the request of the Developer execute and register appropriate transfer deeds/conveyance of the proportionate share of land in favour of the Developer or its nominee and/or transferee or transferees. The stamp duty including the registration charges and all other legal expenses payable for the said transfer shall be borne by the transferee or transferees or Purchasers.

9. That the Developer shall have no right to transfer or assign the said project to any other developer or builder.



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**ARTICLE - XII: FORCE MAJEURE**

1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lockout and/or any other acts or commission beyond the control of the parties hereto affected thereby.
2. The parties hereto shall not be considered to be liable for any obligation here above to the extent that the performance of the relative obligation prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the period this "Force Majeure", except the rental accommodation facilities for the Owner's mentioned herein above.
3. If the construction and/or completion of the building is delayed for any willful acts or negligence on the part of the Developer it shall be liable to pay such loss or damages to the Owners at the rate of Rs. 1,00,000/- (Rupees One Lakh) only per month, in addition to providing the rental accommodation facilities for the Owner's mentioned herein above.
4. In the event of the Owners committing breach of any of the terms and conditions herein contained or delayed in the delivery of possession after the Developer arranged the temporary accommodation of the Owners and the consideration amount will be paid by the Developer as per the Article 1.8 as herein before stated, then in that event the Developer shall be entitled to and the Owners shall be liable to pay such losses and compensations as shall be settled between the parties **PROVIDED HOWEVER** is such delay shall continue for a period of three months then and in that event in addition to any other right which the Developer may have against the Owners the Developer shall be entitled to sue the Owners for specific performance of this Agreement or to rescind or cancel this Agreement and claim refund of all the amount paid and/or incurred by the Developer with interest and such losses and damages which the Developer may suffer. The Owners shall have the right



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to cancel or rescind the Agreement with the Developer in the event Developer committing any breach or in delay in completing the construction unnecessarily, day and the period mentioned in the Agreement and in that event the Owners shall be entitled to forfeit the money already paid to them in terms of this Agreement, in addition to any other rights that the Owners may have against the Developer.

### **ARTICLE - XIII: JURISDICTION**

The Learned court/courts having territorial jurisdiction over the property shall have the jurisdiction to entertain and terminate all actions, suits, and proceedings arising out of these presents between the parties hereto.

### **THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** piece and parcel of homestead plot of land measuring more or less 5 Cottah 3 Chittack 5 Sq.ft. together with one pucca residential unit standing thereon and comprised within Municipal Premises No. 1/17, Gariahat Road, P.O. Jodhpur Park, P.S. Lake, Kolkata - 700068, Sub-Registry Office Alipore, District 24 Parganas (South), K.M.C. Ward No. 93 and butted and bounded in the manner following:

**ON THE NORTH** : By 40ft. wide K.M.C. Road.

**ON THE SOUTH** : By Plot No. 1/24, Jodhpur Park.

**ON THE EAST** : By Plot No. 1/18, Jodhpur Park.

**ON THE WEST** : By Plot No. 1/16, Jodhpur Park.



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**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(SPECIFICATIONS)**

1. **STRUCTURE** : R.C.C. Framed structure as per building plan.  
The grade of concrete M<sub>25</sub> with steel Fe<sub>500</sub>.
  
2. **BRICK WORKS** : External Brick work 200mm. thick and internal walls 125mm/75mm. thick as per building plan with cement mortar and 1st. class brick with wire mesh. Common walls will be 125mm thick brick work.
  
3. **PLASTERING**
  - A) INTERIOR FINISH** : Internal walls of flats shall be plastered with cement mortar and finished with plaster of paris. All other service area, staircase and ground floor area shall be plastered and finished with plaster of paris.
  
  - B) EXTERIOR FINISH** : External walls shall be plastered with cement mortar and painted with two coats of weather coat paints over flexible base coat except front and eastern side of outer wall.
  
4. **FLOORING** : All flooring shall be of vitrified tiles (any ISI brand) 600X600 (square tiles only) with 4" skirting. Floors of toilets, kitchen & verandah shall be of floor tiles and walls of toilets shall have 7' feet height glazed tiles (any ISI brand). Granite at Stair, landing, stair treads & risers. Other covered or open areas on the ground floor will be finished with Heavy duty pavered/ granite tiles.





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5. **DOOR****: Main Door :**

a) 35mm Thick both side teak pasted hot press phenol bonded flush door shutter (Century).

b) Wooden frames made of Sal wood 4'X2½"

c) Three Nos. hinges, one no 8" tower bolt, one no Godrej ultra lock three-in-one, one no handle and one no eye piece at main door, with one Brass stopper and rubber buffer.

**All Door :**

a) All 32 mm thick hot pressed phenol bonded flush door shutters with veneer pasting be fitted with S.S. hinges and Godrej Cylinder locks, handle and rubber buffer.

b) Wooden frames made of Sal wood 4'X2½".

6. **WINDOW**

**:** UPVC sliding windows with shutter and clear glass shall be provided.

7. **KITCHEN**

**:** Kitchen shall have raised cooking table top of granite stone and steel sink along with glazed tiles up to lintel height on table top (any ISI brand).

8. **ROOF**

**:** Crazy mosaic flooring after proper roof treatment with AAC Block shall be done with rain water pipes for proper drainage



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9. **SANITARY &  
PLUMBING**

: Toilet will be provided with white wall hung commode with conceal cistern. All pipelines in the toilets & kitchen will be concealed with CPVC pipes. PVC soil pipes, rainwater & waste water pipes shall be provided. Fittings (normal) of toilet & kitchen shall be **Jaquar** brand. All toilets will hot cold facility.

10. **ELECTRICAL**

: **All wiring shall have concealed ISI BRANDED copper wire (Havells brand) with Modular switches, sockets etc. (Crabtree brand). MCB shall be provided.**

a) **Bedrooms** will be provided with 3 (three) light points, 1 (one) fan point and 1 (one) 5amp plug point and 1 (one) 15amp plug point for A.C. in all bed rooms.

b) **Sitting cum Dining** will be provided with 3 (three) light points, 2 (two) fan points, 2 (two) 5amp plug points & 1 (one) 15amp plug point for A.C. & 1 (one) outlet for fiber optic cable adapter point for wifi.

c) **Kitchen** will be provided with 1 (one) light point and 1 (one) Exhaust fan or chimney point 2 (two) 15amp plug point for Oven & Refrigerator 1 (one) Mixer Grinder point and 1 (one) water purifier point.



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d) **Toilets** will be provided with 1 (one) light point, 1 (one) Exhaust fan point and 1 (one) point for geyser (common toilet) & one point for washing machine. All toilets will be hot-cold facility.

e) **Balcony/Verandah** will be provided with 1 (one) light point & one 5amp plug point.

f) **Each flat** will be provided with MCB, one calling bell point, concealed telephone line and cable line, and concealed fiber optic cable line.

g) Intercom & C.C.T.V. shall be provided by Developer..

11. **WATER**

**RESERVOIR** :

Municipal water connected to under ground reservoir and water line connection from ground floor reservoir to Overhead tank with submersible pump and 1 stand by pump also provided for backup.

12. **LIFT :**

5 (Five) passenger lift (Otis or equivalent brand) will be installed.

**NB: DECORATIVE ELEVATION, LOBBY & BOUNDARY WALLS FOR AESTHETIC VIEW OF THE BUILDING WILL BE DONE.**



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**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals hereon to and to a duplicate hereof this the day, month and year first above written.

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED OWNERS  
AT KOLKATA IN THE PRESENCE OF: -

**WITNESSES:**

1. *Rahul K. Jha*  
S/o Ranveer Kumar  
Sunning Junction, Baruipur, Kol-743387

2.

1) *Subhankar Roy*  
2) *Frank*  
3) *Susmita Roy*

**SIGNATURE OF THE OWNERS**

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED DEVELOPER  
AT KOLKATA IN THE PRESENCE OF: -

**WITNESSES:-**

1. *Rahul K. Jha*  
S/o Ranveer Kumar  
Sunning Junction, Baruipur, Kol-743387.

2.

*Adv. P. K. Chatterjee*

DEEPAJ CONSTRUCTION PVT. LTD.

*Taneta Roy*

Director

**SIGNATURE OF THE DEVELOPER**

Drafted by me:

Advocate:

*Adv. P. K. Chatterjee*  
Wassanpur



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**MEMO OF CONSIDERATION**

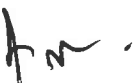
**RECEIVED** a sum of Rs. **75,00,000/-** (Rupees seventy five lakh) only as earnest money and/or part consideration money against the consideration amount as aforesaid payable by the above named Developer to the above named Owners as per memo given below :


- |  |                 |
|--|-----------------|
| a) By Ch. no. 696860, on State Bank of India<br>C.I.T. Road Branch, dated 16.08.2024.<br>In favour of Susmita Roy.   | Rs. 25,00,000/- |
| b) By Ch. no. 696861, on State Bank of India<br>C.I.T. Road Branch, dated 16.08.2024.<br>In favour of Subhankar Roy. | Rs. 25,00,000/- |
| c) By RTGS on dated 16.08.2024.<br>vide UTR No.<br>In favour of Tirthankar Roy.                                      | Rs. 25,00,000/- |

Total











**Rs. 75,00,000/-**

(Rupees seventy five lakh) only.

**WITNESSES:**1. 2. 











1.) Subhankar Roy  
2.)   
3.) Susmita Roy  
(OWNERS)



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					











Name SUBHANKAR ROY

Signature Subhankar Roy

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left hand					
right hand					

Name TIRTHANKAR ROY

Signature Tirthankar Roy












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left hand					
right hand					

Name SUSMITA ROY

Signature Susmita Roy



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	left hand					
	right hand					

Name.....JAYATI PAUL.....

Signature.....Jayati Paul.....

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<div style="text-align: center;">PHOTO</div>	left hand					
	right hand					

Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
<div style="text-align: center;">PHOTO</div>	left hand					
	right hand					

Name.....

Signature.....





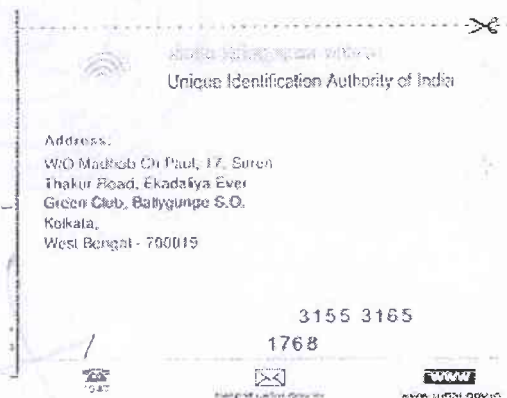
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**PAN CARD**



**AADHAAR CARD**



Jayati Paul



Handwritten signature or mark.

### Major Information of the Deed

Deed No :	I-1603-14134/2024	Date of Registration	16/08/2024
Query No / Year	1603-2002173714/2024	Office where deed is registered	
Query Date	13/08/2024 10:02:15 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836980696, 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 : 2,30,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,44,44,424/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,071/- (Article:48(g))	Rs. 2,30,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



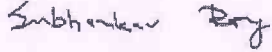





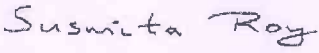
District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Jodhpur Park), , Premises No: 1/17, , Ward No: 093 Pin Code : 700068

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	5 Katha 3 Chatak 5 Sq Ft		3,35,44,424/-	Property is on Road
Grand Total :				8.5708Dec	0 /-	335,44,424 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	0/-	9,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1200 sq ft	0 /-	9,00,000 /-	

**Land Lord Details :**




SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr SUBHANKAR ROY</b> Son of Late SOMENDRA NATH ROY Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office	<b>Photo</b>  16/08/2024	<b>Finger Print</b>  LTI 16/08/2024	<b>Signature</b>  16/08/2024
1/17, Gariahat Road, City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: ALxxxxxx1N, Aadhaar No: 65xxxxxxxx5872, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				
2	<b>Name</b> <b>Mr TIRTHANKAR ROY</b> Son of Late SOMENDRA NATH OY Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office	<b>Photo</b>  16/08/2024	<b>Finger Print</b>  LTI 16/08/2024	<b>Signature</b>  16/08/2024
1/17, Gariahat Road, City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.:: AHxxxxxx1L, Aadhaar No: 83xxxxxxxx8058, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				
3	<b>Name</b> <b>Mrs SUSMITA ROY</b> Daughter of DIPANKAR ROY Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office	<b>Photo</b>  16/08/2024	<b>Finger Print</b>  LTI 16/08/2024	<b>Signature</b>  16/08/2024
1/17, Gariahat Road, City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: CHxxxxxx2R, Aadhaar No: 27xxxxxxxx9591, Status :Individual, Executed by: Self, Date of Execution: 16/08/2024 , Admitted by: Self, Date of Admission: 16/08/2024 ,Place : Office				




**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>DEEPAJ CONSTRUCTION PRIVATE LIMITED</b> 48/1A, Dr. Suresh Sarkar Road, City:- , P.O:- ENTALLY, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014 Date of Incorporation:XX-XX-2XX6 , PAN No.:: AAxxxxxx9P,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
<b>Mrs JAYATI PAUL (Presentant )</b> Wife of Mr MADHAB CHANDRA PAUL Date of Execution - 16/08/2024, , Admitted by: Self, Date of Admission: 16/08/2024, Place of Admission of Execution: Office			 Captured	
		Aug 16 2024 1:46PM	LTI 16/08/2024	16/08/2024
17, Suren Tagore Road, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: AKxxxxxx9B, Aadhaar No: 31xxxxxxxx1768 Status : Representative, Representative of : DEEPAJ CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr RAHUL KUMAR JHA</b> Son of RANVEER KUMAR SUNRISE JUNCTION BARUIPUR, City:- , P.O:- KUMARHAT, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 743387		 Captured	
	16/08/2024	16/08/2024	16/08/2024

Identifier Of Mr SUBHANKAR ROY, Mr TIRTHANKAR ROY, Mrs SUSMITA ROY, Mrs JAYATI PAUL

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr SUBHANKAR ROY	DEEPAJ CONSTRUCTION PRIVATE LIMITED-2.85694 Dec
2	Mr TIRTHANKAR ROY	DEEPAJ CONSTRUCTION PRIVATE LIMITED-2.85694 Dec
3	Mrs SUSMITA ROY	DEEPAJ CONSTRUCTION PRIVATE LIMITED-2.85694 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Mr SUBHANKAR ROY	DEEPAJ CONSTRUCTION PRIVATE LIMITED-400.00000000 Sq Ft
2	Mr TIRTHANKAR ROY	DEEPAJ CONSTRUCTION PRIVATE LIMITED-400.00000000 Sq Ft

**Endorsement For Deed Number : I - 160314134 / 2024**

**On 16-08-2024**

**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 11:40 hrs on 16-08-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mrs JAYATI PAUL ,

**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 3,44,44,424/-

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

Execution is admitted on 16/08/2024 by 1. Mr SUBHANKAR ROY, Son of Late SOMENDRA NATH ROY, 1/17, Road: Gariahat Road, , P.O: JODHPUR PARK, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Service, 2. Mr TIRTHANKAR ROY, Son of Late SOMENDRA NATH OY, 1/17, Road: Gariahat Road, , P.O: JODHPUR PARK, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Service, 3. Mrs SUSMITA ROY, Daughter of DIPANKAR ROY, 1/17, Road: Gariahat Road, , P.O: JODHPUR PARK, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Service

Indetified by Mr RAHUL KUMAR JHA, , Son of RANVEER KUMAR, SUNRISE JUNCTION BARUIPUR, P.O: KUMARHAT, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743387, by caste Hindu, by profession Service

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

Execution is admitted on 16-08-2024 by Mrs JAYATI PAUL, DIRECTOR, DEEPRAJ CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 48/1A, Dr. Suresh Sarkar Road, City:- , P.O:- ENTALLY, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014

Indetified by Mr RAHUL KUMAR JHA, , Son of RANVEER KUMAR, SUNRISE JUNCTION BARUIPUR, P.O: KUMARHAT, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743387, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,30,053.00/- ( B = Rs 2,30,000.00/- ,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 2,30,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2024 11:16AM with Govt. Ref. No: 192024250164542248 on 14-08-2024, Amount Rs: 2,30,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 2931416196829 on 14-08-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 509, Amount: Rs.50.00/-, Date of Purchase: 25/07/2024, Vendor name: A K SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/08/2024 11:16AM with Govt. Ref. No: 192024250164542248 on 14-08-2024, Amount Rs: 75,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 2931416196829 on 14-08-2024, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**



Certificate of Registration under section 60 and Rule 69.

**Registered in Book - I**

**Volume number 1603-2024, Page from 368594 to 368633  
being No 160314134 for the year 2024.**



*Shan*

Digitally signed by Debasish Dhar  
Date: 2024.08.22 13:30:09 +05:30  
Reason: Digital Signing of Deed.

**(Debasish Dhar) 22/08/2024  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.**