

6/27/2021

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

G 142335

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Date 10.6.21 695893/2021

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT OF JOINT VENTURE FOR DEVELOPMENT OF PROPERTIES BETWEEN THE DEVELOPER AND LANDLORD.

THIS AGREEMENT is made on this 3rd day of June, 2021 (Two Thousand Twenty One).

BETWEEN

Additional Registrar
Kolkata

[Signature]

Additional Assesee

10 JUN 2021

DOLPHIN

[Signature]
Partner

MR. SANJEEV KUMAR RATHI, Pan No. - ADOPR2408L, Aadhaar No. - 3769 0079 5818, Son of Mahesh Chand Rathi, by faith - Hindu, by occupation - Business, residing at House No. 641, Near Huda Market, Sector - 37, Amarnagar, District - Faridabad, State - Haryana, Pin Code - 121003, Indian Citizen - hereinafter called and referred to as the **'LANDLORD/OWNER'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

M/S "DOLPHIN" having its registered office at 335, Diamond Harbour Road, Post Office & Police Station - Behala, Kolkata - 700 034, Dist. - South 24 Parganas, represented by **SMT. TULIKA ROY**, PAN NO. - AMHPR8340P, Aadhaar No. 5220 1304 8854, aged about - 41 years, Wife of Sri Sourit Roy, Daughter of Adhir Krishna Paul, by faith - Hindu, by occupation - Business, residing at F-334, Second Floor, Vikaspuri, Police Station & Post Office - Vikaspuri, Pin Code - 110018, Dist. - West Delhi, Delhi, Indian Citizen - hereinafter called and referred to as the **'DEVELOPER'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executor, administrator, legal representative and assignee) of the **OTHER PART.**

In this **AGREEMENT FOR JOINT VENTURE**, unless it be contrary or repugnant to the context, the undernoted words and phrases shall have the following meaning:-

- (a) **"THE SAID PROPERTY"** shall mean ALL THAT one piece and parcel of bastu land admeasuring an area about 5 (Five) Cottahs 1 (One) Chittack 16 (Sixteen) Sq. Ft. under R. S. Dag Nos. 3772 & 3773 corresponding to L. R. Dag No. - 3773 and R. S. Khatian Nos. - 454 & 1480 corresponding to L. R. Khatian No. - 1309 togetherwith Two storied pucca above 20 years old building total admeasuring 350.49

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Square Meter equals to 3772.65 (Three Thousand Seven Hundred Seventy Two Point Sixty Five) Square Feet [3565.44 (Three Thousand Five Hundred Sixty Five Point Forty Four) Square Feet in the two floors and 207.21 (Two Hundred Seven Point Twenty One) Square Feet in the Mezzanine Floor] covered area more or less with Tiles flooring and without lift facility out of which on the Ground Floor covered area is 165.62 Square Meter equals to 1782.72 (One Thousand Seven Hundred Eighty Two Point Seventy Two) Sq. Ft. more or less, on the First Floor covered area is 165.62 Square Meter equals to 1782.72 Sq. Ft. (One Thousand Seven Hundred Eighty Two Point Seventy Two) more or less and on the Mezzanine Floor covered area is 19.25 Square Meter equals to 207.21 (Two Hundred Seven Point Twenty One) Sq. Ft. more or less, lying and situated at Mouza - Sahapur, J. L. No. - 8, Touzi No.- 93 & 101, Re. Sa. No. - 179, Zone Name: Premises Located on James Long Sarani, within the ambit of KOLKATA MUNICIPAL CORPORATION under Ward No. 120, Assessee No.- 41-120-09-04751 at premises No. 21A/1, Roy Bahadur Road, postal address 22/5, Roy Bahadur Road, Kolkata - 700034, P.S. - Behala, under the jurisdiction of A. D. S. R. Alipore, District South 24 Parganas along with all easement rights attached thereto is the subject matter of the present agreement. The said property is morefully and particularly described in the "A" SCHEDULE hereinafter written hereunder (For sake of brevity and convenience the aforesaid property hereinafter is called the said property).

- (b) **"THE BUILDING"** shall mean the multi-storeyed building proposed to be constructed at the said property and includes any additional storey or stories as may be constructed thereon comprising several flats and areas of common uses and facilities, parking space etc.

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- (c) **"THE FLOOR SPACE"** shall mean the part or portion of the Building whereon or on part whereof flats or units or structures are to be constructed.
- (d) **"THE FLAT"** shall mean a portion or part of the floor space consisting of bed rooms, living rooms, bath rooms, toilets, kitchens etc. and of fittings and fixtures thereon as a complete self-contained unit of habitation in the Building.
- (e) **"COMMON PARTS"** shall mean and include the equipments and accessories provided for and/or reserved in the Building including the common areas, common passages, staircase, landings, corridors, paths, passages, driveways, gardens, pump-rooms, motor, pumps, girders, beams, lifts, electrical installations, foundation etc. for common use and enjoyment.
- (f) **"COMMON FACILITIES"** shall mean and include corridors, hallways, stairways, landings, water reservoir, pump room, passageways, driveways, gardens, park-ways, generator room, darwan's room, caretaker's room and other spaces e.g. electric meter room, committee room etc. and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the Building and/or common facilities or any of them thereon, as the case may be.
- (g) **"PROPORTIONATE SHARE"** shall mean the proportionate ratio of the area of any flat or unit which bears to the aggregate area of all the flats and all the units for the time being (excluding the areas comprising the common parts and the common acres thereof) in the Building.

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- (h) **"BUILDING PLAN"** shall mean the plans for construction of building(s) duly submitted by the vendor at the request and at the cost of the DEVELOPER to the KMC for sanction and shall include any amendments thereto or variation and/or modifications thereof made or caused by the Developer.
- (i) **"TOTAL PLINTH AREA"** shall mean and include the total built up area generated under permissible FAR (Floor Area Ratio) as per sanctioned plan of the said building by the Baranagar Municipality, aggregating floor space areas of all the floors.
- (j) **"TRANSFER"** with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting transfer of space in a multistoried building, although the same may not amount to a transfer in law.
- (k) **"TRANSFeree"** shall mean a person, association of persons or a company to whom any space in the Building is transferable.

WHEREAS One Sashibhushan Mukhopadhyay, being Grand-father of Jogindra Nath Mukhopadhyay, purchased all that piece and parcel of land measuring an area about 11 (Eleven) Bighas more or less lying and situated at Mouza - Sahapur, Touzi No. - 93 & 101, J. L. No. - 8, Re. Sa. No. - 179, under the jurisdiction of A. D. S. R. Behala under the limits of Kolkata Municipal Corporation comprising in C. S. Dag Nos. 788 & 789 corresponding to sabek/R.S. Dag Nos. 3772 & 3773, Khatian Nos. 454 & 1480 under Police Station Behala in the District South 24 Parganas by virtue of Deed of Conveyance executed on 28th day of March, 1871 and after purchase the aforesaid land and property aforesaid Sashibhushan Mukhopadhyay duly recorded his name in the record of B. L. & L. R. O. in Mouza - Sahapur, Khatian No. 448 in the Year 1930-31.

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AND WHEREAS while seized and possessed the aforesaid land and property Sashibhushan Mukhopadhyay died and after his demise his son Debendra Nath Mukhopadhyay (since deceased) filed a Partition Suit being Title Suit No. 223 of 1922 and he got the final decree and by dint of the said Decree of Partition Suit Debendra Nath Mukhopadhyay became the owner of the present property alongwith some other property.

AND WHEREAS thereafter aforesaid Debendra Nath Mukhopadhyay died and after his demise his sons namely Jogindra Nath Mukhopadhyay and Monindra Nath Mukhopadhyay by virtue of final Decree of the Partition Suit being No. 182 of 1948 jointly got 7 (Seven) Cottahs of Bastu land together with 8 (Eight) Cottahs 9 (Nine) Chittacks 'Prajabili' Land and Pukur admeasuring 16 (Sixteen) Cottahs 11 (Eleven) Chittacks.

AND WHEREAS aforesaid Jogindra Nath Mukhopadhyay and his brother Monindra Nath Mukhopadhyay duly partitioned their properties by virtue of a Partition Deed executed on 15th day of December, 1954 and which was duly registered in the Sub Registry Office, Alipur, Behala and recorded in Book No. - I, Volume No. - 34, Pages from 210 to 214, Being No. 2410 for the Year 1954 and by dint of the aforesaid Partition Deed Jogindra Nath Mukhopadhyay solely became the owner of 7 (Seven) Cottahs bastu land and 8 (Eight) Cottahs 9 (Nine) Chittacks 'Prajabili' land.

AND WHEREAS said Jogindra Nath Mukhopadhyay initiated an appropriate proceeding for recovery of land admeasuring 8 (Eight) Cottahs 9 (Nine) Chittacks 'Prajabili' land in the appropriate Court of land but he failed even after a long legal battle.

AND WHEREAS Jogindra Nath Mukhopadhyay was the sole and absolute owner of a parcel of bastu land admeasuring 3 (Three) Cottahs 14 (Fourteen) Chittacks 10 (Ten) Sq. Ft. alongwith tenants out of his 7 (Seven) Cottahs bastu land. Apart from that out of his 'Prajabili' land and property he purchased a plot of land admeasuring 1 (One) Cottah 3 (Three) Chittacks 6

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(Six) Sq. Ft. alongwith tile shed structure from his Praja Purchaser by virtue of a Sale Deed which was executed on 3rd day of March, 1990 and duly registered in the Office of District Registrar Alipur and recorded in Being No. 3232 for the Year 1990 and became the sole and absolute owners of the total comprised two plots of land jointly bastu land admeasuring 5 (Five) Cottahs 1 (One) Chittacks 16 (Sixteen) Sq. Ft. together with structure with tenants.

AND WHEREAS Jogindra Nath Mukhopadhyay while seized and possessed the aforesaid land and property he sold, transferred, conveyed and alienated his total share of the aforesaid total bastu land admeasuring 5 (Five) Cottahs 1 (One) Chittacks 16 (Sixteen) Sq. Ft. together with structure with tenants jointly in favour of his two sons namely Sudhir Kumar Mukhopadhyay and Ajit Kumar Mukhopadhyay by virtue of a Deed of Conveyance encrypted in Bengali language and character which was duly executed on 30th day of March, 1992, registered in the Office of Additional District Sub-Registrar, Behala, District - South 24 Parganas and recorded in Book No. - I, Volume No.- 26, Pages from 238 to 245, Being Deed No. 1713 for the Year 1992.

AND WHEREAS thereafter aforesaid Sudhir Kumar Mukhopadhyay and Ajit Kumar Mukhopadhyay jointly mutated their names in the record of Kolkata Municipal Corporation being Premises No. 21A/1, Roy Bahadur Road, Kolkata - 700034, under Ward No. - 120, being Assessee No. - 41-120-09-0475-1 and postal premises No. 22/5, Roy Bahadur Road and thereafter they jointly sanctioned one building plan from the concerned department of Kolkata Municipal Corporation vide Sanction No. B/B.S.253 (B-19) dated 18.09.1997 and they duly constructed a two storied pucca building togetherwith mezzanine floor and they duly seized and possessed the aforesaid land and property alongwith their family members.

AND WHEREAS thereafter aforesaid Sudhir Kumar Mukhopadhyay executed his last Will and Testament on 16th day of January, 1997

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bequeathed his 50% share of the total property in favour of his nephew (brother's son) namely Dr. Saptarshi Mukherjee (the present Owner herein), the aforesaid Will was duly registered in the Office of Additional District Sub-Registrar, Behala, District - South 24 Parganas.

AND WHEREAS aforesaid Sudhir Kumar Mukhopadhyay @ Sudhir Kumar Mukherjee died on 20.12.2006 and after his demise Ajit Kumar Mukherjee, being the named Executor obtained the grant of Probate on 27th day of August, 2009 from the Learned District Delegate Court at Alipore in Act 39 Case No. 111 of 2007 (Probate).

AND WHEREAS thereafter Ajit Kumar Mukherjee died intestate on 11.12.2012 leaving behind his son as his Class-I legal heir by the operation of Hindu Law of Succession. Be it mentioned herein that the wife of Ajit Kumar Mukherjee namely Dolly Mukherjee predeceased him on 05.06.2000 and mother of Ajit Kumar Mukherjee as well as wife of Late Jogindra Nath Mukherjee namely Tarulata Mukherjee died on 10.08.2008.

AND WHEREAS by virtue of grant of probate and by law of inheritance aforesaid Dr. Saptarshi Mukherjee became the sole and absolute owner of the aforesaid and below scheduled land and property.

AND WHEREAS by virtue of a Deed of Conveyance aforesaid Dr. Saptarshi Mukherjee duly sold, transferred, conveyed and alienated his entire share over the total land and property as mentioned in the Schedule "A" hereunder written in favour of the present Landlord Mr. Sanjeev Kumar Rathi. The Deed of Sale was registered in the office of A. R. A. - III, Kolkata and recorded in Book No. - I, Being Deed No. 1903 05 425 for the Year 2021 on 30.06.2021.

AND WHEREAS thus the present Owner having uninterrupted possession over the property exercising all acts of administration of the Estate and now finding it extremely difficult to maintain and develop the

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property due to lack of experience and fund and as such the Owner is looking for an experienced developer for the purpose of developing the property by raising the multi storied building. The Ground Floor of Schedule "A" property is being occupied by the Tenants namely Sri Gobinda Chandra Mondal, Son of Late Kali Kumar Mondal and Sri Abhijit Mondal, Son of Sri Gobinda Chandra Mondal.

NOW THEREFORE, this agreement Witnesses that it is hereby agreed as between the Vendor and the Developer that the Developer shall develop the said property on principal to principal basis at the costs, risks, expenses and responsibilities of the Developer on the terms and conditions as follows:-

- (i) The Developer shall, for or on behalf of the Vendor shall submit to the KMC plans of construction for getting the said property developed. The Developer shall at its own cost get the said plan sanctioned by the KMC and other concerned authorities within a period of eight months from the date of execution of this Agreement.
- (ii) The Agreement between the Landlord and the Developer will be in the nature of JOINT VENTURE for development of the said property for which each of the parties hereto shall conscientiously carry out their allocated responsibilities and fulfill the commitments to each other, as herein contained.
- (iii) The Developer shall be entitled to an exclusive right to proceed with the development of the said property and construction of the Building or Buildings on the said property strictly in accordance with the sanctioned Plan in respect thereof and also in accordance with the Building Rules and Regulations of the KMC.
- (iv) The Developer shall always indemnify the Owner and his estates and effects against all acts or actions, suits, extra charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or default on the part of the Developer in the matter of observance of any Rules and

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Regulations, terms or conditions, or otherwise, in developing the said property.

- (v) The Developer shall be entitled to modify the approved buildings plans in such manner as it deem fit, provided the modifications are within the provisions of approved rules, regulations or scheme laid down by the competent authorities. The Developer shall undertake the entire responsibility of providing professional services like architectural design, structural design, soil investigation, as well as, designs for electrical, mechanical, sanitary, water supply, fire services, landscaping, drawing out specifications, estimation, undertaking survey etc., at their own costs and the Vendor shall not interfere with the same in any manner whatsoever.
- (vi) The Vendor and the Developer hereby confirm that by virtue of the present document Developer is entering into the said property as licencees, **the same does not amount to possession in law but merely formal possession** of the said property to develop the said property in accordance with the terms and conditions herein contained.
- (vii) The Vendors shall at the time of handing over possession of the said property to the Developer, execute necessary irrevocable Power of Attorney in favour of the Developer or its nominee or nominees to deal with the said property for construction and development thereof, authorizing them jointly and/or severally on behalf of the Developer and at the costs and expenses of the Developer to do all lawful acts, deeds, matters and things pertaining to the development of the said property and for the purpose to approach the authorities including the KMC or other authorities appointed under the said Act or any other law in force for any act, deed, matter and things which may be required to be

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done towards construction and development of the said property, including allotment of flats and spaces, after development, collecting and raising necessary fund from intending purchasers and/or financial institutions, arranging conveyance and registration in favour of purchasers etc. in this context, the Developer shall be entitled to sign all letters, applications, agreements, documents, initiate and attend court proceedings, swear affidavits and such other papers containing true facts and correct particulars as may from time to time be required in this behalf.

- (viii) The entire development project shall be carried out by the Developer at its own risks, costs and expenses. The Company shall bear and pay all the bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work, as also, shall bear all other costs, charges and expenses that may be incurred in regard to the said development project. The Developer shall also indemnify and keep indemnified the Vendor against any claim made by any one against the Vendor on account of carrying out the said development works by the Developer. The Developer shall specifically ensure that the workmen employed for the purpose of carrying out the development work are insured under the Workmen's Compensation Act.
- (ix) The Landlord agrees that the said property, after completion of development works thereof in accordance with the building plans that may be sanctioned, shall be converted into a property for separate occupation by different flat owners in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972 or the West Bengal Co-operative Societies Act, 1983 and entrust the Developer to take all steps at appropriate times to constitute

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an Association of flat-owners or formation of a Cooperative Housing Society, as the case may be as soon as the requisite number of purchasers of flats have entered into agreement with the Developer in the matter of occupation of flats. The Developer shall carry out all obligations and liabilities under the aforesaid Acts.

- (x) That the said property, when fully developed, as per the building plan to be sanctioned, the Developer shall make available out of total construction area, vacant and peaceful possession of two entire floors having several self-contained flats to the Landlord of the newly constructed building.
- (xi) That the developer shall demolish the present structure at its own cost and will take all the debris and other materials such as old doors, windows etc. etc. The landowner shall not raise any claim over the debris of existing structure.
- (xii) In order that the said property, after full development thereof in accordance with building plan to be sanctioned become eligible for delivering the valid legal title and possession, free from any encumbrances, to prospective flat owners.
- (xiii) All expenses of litigations relating to said property in course of vindication of right, title and interest of the Owners in the said property and/or to be a legal title holder thereof shall be borne by Land Owner as the case may be.
- (xiv) The Land Owner shall not interfere with the process of development or construction work at any stage of development project or in matter of allotment of flat and shall make available the entire premises of the said property to the Developer simultaneously with the execution of this agreement by receiving the earnest money by each of the Vendors and execution of this

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agreement give access to the developer to entirety of the said property. It is further made clear that in consideration of Owner having given licence and permission to the Developer to enter upon the said land and in consideration of having agreed to entrust to the Developer to develop and construct the multi storied building on the said schedule premises and to confer upon the Developer right, power, privilege and benefit maintain these presents.

- (xv) This Agreement and the clauses therein are subject to (force majeure) which means an include earthquake, flood, riot, water, storm, civil, commotion, war, strike, lock out or any other act beyond the control of the parties thereto, at the duration whereof the obligation of the parties hereto shall remain suspended.
- (xvi) The vendors shall however on request of the Developer sign execute the application plan and other documents necessary in relation to said development and construction and cost and expenses will be borne by the Developer.
- (xvii) The Developer shall be entitled to make advertisement, hang up advertisement board upon the said property and do such other things as might be required for the purpose of sales of flat in the said premises to be constructed without in any way prejudicing the interest of owner.
- (xviii) The Developer shall pay and discharge all taxes rate and other levies on or in relation to the said land payable by the Owner.
- (xix) The Developer shall be at liberty to sell or allot flats / spaces / garages/shops or apartments or unit in the said building to be constructed on the said land and to enter into a agreement with prospective buyers or allottees individually or collectively on such

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terms and conditions as it may think fit and proper without affecting any right and interest of the owner.

- (xx) The agreement to sale or allot flat or unit that might be entered into by the Developer shall be in accordance with the law applicable and the rules and regulations governing the said building and flat and allow any of the parties to occupy any of the flats or dwelling units and/or commercial units without affecting any right of the owner under these presents.
- (xxi) Developer agrees and declares that it has made and search and enquiry and satisfied that the said land is free from all encumbrances and same is suitable for construction of a multi storied building.
- (xxii) The owner agreed to execute conveyance or sale deed or joining execution thereof in favour of prospective purchasers of the flat in said building to be constructed. The stamp duty and registration charges and all formalities in connection therewith will be paid and borne by the Developer and/or purchasers and that the owner shall have no responsibility whatsoever in respect thereof.
- (xxiii) In case of any dispute and/or differences or question or interpretation arising between the parties to this agreement or any matter or things arising hereunder or in connection herewith such dispute shall be referred to the sole arbitrator for adjudication. The Arbitrator shall decide the dispute by passing the appropriate award binding upon the parties.
- (xxiv) That with the execution of the present agreement the Landlord shall execute a necessary Power of Attorney enabling the Developer to proceed with the necessary acts and after getting the building plan sanctioned the Landlords shall execute a registered

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Power of Attorney enabling the Developer to transfer the flat or any portion of the building from the allocation of the Developer.

- (xxv) That the Developer will handover the vacant and peaceful possession of the new flats as per Owners' allocation mentioned hereinabove in favour of the Owners/Landlords within 24 months from the date of sanction of the Building Plan from KMC.

SCHEDULE "A" ABOVE REFERREED TO:

(Description of Entire Existing Property)

ALL THAT one piece and parcel of bastu land admeasuring an area about 5 **(Five) Cottahs 1 (One) Chittack 16 (Sixteen) Sq. Ft.** under R. S. Dag Nos. 3772 & 3773 corresponding to **L. R. Dag No. - 3773** and R. S. Khatian Nos. - 454 & 1480 corresponding to **L. R. Khatian No. - 1309** togetherwith Two storied pucca above 20 years old building total admeasuring 350.49 Square Meter equals to **3772.65 (Three Thousand Seven Hundred Seventy Two Point Sixty Five) Square Feet [3565.44 (Three Thousand Five Hundred Sixty Five Point Forty Four) Square Feet** in the two floors and **207.21 (Two Hundred Seven Point Twenty One) Square Feet** in the **Mezzanine Floor]** covered area more or less with Tiles flooring and without lift facility out of which on the Ground Floor covered area is 165.62 Square Meter equals to **1782.72 (One Thousand Seven Hundred Eighty Two Point Seventy Two) Sq. Ft.** more or less, on the First Floor covered area is 165.62 Square Meter equals to **1782.72 Sq. Ft. (One Thousand Seven Hundred Eighty Two Point Seventy Two)** more or less and on the Mezzanine Floor covered area is 19.25 Square Meter equals to **207.21 (Two Hundred Seven Point Twenty One) Sq. Ft.** more or less, lying and situated at Mouza - Sahapur, J. L. No. - 8, Touzi No.- 93 & 101, Re. Sa. No. - 179, Zone Name: Premises Located on James Long Sarani, within the ambit of **KOLKATA MUNICIPAL CORPORATION** under **Ward No. 120**, Assessee No.- **41-120-09-04751** at premises No. **21A/1, Roy Bahadur Road**, postal address 22/5, Roy Bahadur Road, Kolkata - 700034, P.S. - **Behala**, under the jurisdiction of A. D. S. R. Alipore, **District South 24 Parganas** along with all

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easement rights attached thereto. A plan or map annexed herewith bordered red delineated the entire property which is to be treated as a part and parcel of these presents, Total Land & structure is butted and bounded by:-

- ON THE NORTH:** By House of Hari Mohan Bhattacharyya.
- ON THE SOUTH:** By House of Makham Lal Bandopadhyay & Saila Chattopadhyay.
- ON THE EAST:** By House of Nivarani Chattopadhyay & Habul Das.
- ON THE WEST:** By 46 feet wide James Long Sarani (KMC Road).

THE 'B' SCHEDULE ABOVE REFERRED TO:

(OWNER'S ALLOCATION)

The Owner will get entire Second floor and entire Third floor consisting of several self-contained flats of the newly constructed building.

THE SCHEDULE 'C' ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

Except the Owners' allocation as described in the Schedule 'B' above other portion of the constructed area of the proposed building shall be the allocation of Developer.

THE SCHEDULE 'E' ABOVE REFERRED TO:

(COMMON AREAS & FITTINGS OF THE PROPOSED BUILDING)

1. Open and/or covered paths and passages, driveways, open areas of the all floors.
2. The foundation, columns, girders, beams, supports, wall corridor, lobbies, entrance and exit of the building.
3. The main entrance and exit gate from ingress and egress to the Building.
4. The common passage and lobby on all floors.

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5. The stair case and landing on all floors, stair case walls on the all the floors, lift with lift cases, if any.
6. All common services and open common spaces and undivided proportionate share of land and right, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owner.
7. Water pump, water including water distribution system
8. Underground and overhead water tanks and septic tank.
9. Electric meter room/space, pump room.
10. Common Electrical installation, electricity service and electricity main line wiring and accessories for lighting of the common parts and electric meter space and wiring from the electrical substation to one point inside or at the main gate of each unit.
11. Common water line, drainage and sewerage pipes, fittings and septic tank.
12. Boundary walls and gates.
13. Such other common parts, equipment, installing fixtures and fittings and open spaces in or about the said building.

THE SCHEDULE 'F' ABOVE REFERRED TO:

(Specification of the proposed building)

STRUCTURE : All structures will be R. C. structures as per Municipal design.

WALLS : All external walls are 8" thick and all partition wall is 5" - 3" thick.

FLOORS : All floors of the flat are fitted with marble.

DOORS & FRAMES : Doors' frames are made of Sal wooden frames and approved quality. Doors are thick flush door having good quality fittings in the inner side and wooden door in the main door.

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WINDOWS : Approved quality glazed aluminium windows with integrated grills including 3 mm. Glass panels. Except the windows of Bath Rooms.

KITCHEN : The kitchen Table Top is made of 1'-6" wide Green marbles stone. Ceramic tiles are fitted on back side wall of table and sink up to 2'-0" height from table top level.

TOILET : One Anglo-Indian type commode/Indian Pan (parrywire) with **help phoket** in toilet and one shower and two bib cocks of ISI Standard quality tap are fixed in toilet and it is fitted with ceramic tiles (8" x 6") upto 5'-0" Ft. high.

DRAWING/DINING : One Basin provided in the drawing cum dining Room.

WATER SUPPLY : All internal water lines are concealed of PVC pipes. Outside water pipe lines are of high density PVC. Deep tube well is provided for water supply and stored in overhead Tank for 24 hours.

ELECTRICAL WORKS : All electric wiring are concealed throughout the flats and three light points, one fan point, and one 5 Amp are provided in each bed room, one light point, Two 15 amp Plug points and one exhaust fan point are provided in kitchen. One TV point, one refrigerator, one point and two light points, are provided in dining cum drawing room and two points in bath room and one calling Bell point at main entrance of Flat **and two points in the balcony** provided each flat.

PAINTING & FINISHING: Outside wall are painted with **weather coat** and internal walls are painted with plaster of paris. All doors and windows, Grills, pumps, etc. will be painted with primer and enamel paints.

THE SCHEDULE 'G' ABOVE REFERRED TO
(EXPENSES FOR COMMON MAINTENANCE)

All cost of maintenance operating, replacing, white washing painting at outside, re-building, re-construction, repairing and lighting the common parts, roof and also the other parts of the said building. All charges and

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deposit for the maintenance/running of the common portion, electric bill for the common portions. Cost for formation and operations of residents association, if any.

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

SIGNED SEALED AND DELIVERED

by the **LANDLORD** and **DEVELOPER** at Kolkata in the presence of **WITNESSES**:

1. *Quint Mondal*
337/2A - Diamond Jheram Road
Kolkata 700034
Bhaba P.S. Netaji P.O.
South 24 P.S.

S. Mondal
SIGNATURE OF THE LANDLORD

2. *Tanya Day*
Surya Nagar (Khapur)
Pi: 743144 (w. B)

DOLPHIN
Tulika Roy.
Partner

SIGNATURE OF THE DEVELOPER

Drafted & prepared by:

Prantick Ghosh



















PRANTICK GHOSH

Advocate

High Court at Calcutta

Enrolment No. (WB/345/2003)

PAGE NO
SPECIMEN FORM FOR TEN FINGERPRINTS

SL. NO.	Signature of the Executants/Presentants				
	 <i>T. Jyoti Roy</i>				
		Little	Ring	Middle	Fore
		(Left Hand)			
					
		Thumb	Fore	Middle	Ring
		(Right Hand)			
					
		Little	Ring	Middle	Fore
		(Left Hand)			
					
		Thumb	Fore	Middle	Ring
		(Right Hand)			
		Little	Ring	Middle	Fore
		(Left Hand)			
		Thumb	Fore	Middle	Ring
		(Right Hand)			



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

GRN Details

GRN: 192021220000906831 Payment Mode: Online Payment
GRN Date: 05/04/2021 11:27:54 Bank/Gateway: ICICI Bank
BRN : 61269313 BRN Date: 05/04/2021 11:04:38
Payment Status: Successful Payment Ref. No: 2000695833/3/2021
(Query No. *Query Year)

Depositor Details

Depositor's Name: DOLPHIN
Address: 335 , D.H.ROAD KOLKATA -34
Mobile: 8013526187
Email: avijit.m26@gmail.com
Depositor Status: Buyer/Claimants
Query No: 2000695833
Applicant's Name: Mr PRANTICK GHOSH
Identification No: 2000695833/3/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000695833/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	35000
2	2000695833/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	7
			Total	35007

IN WORDS: THIRTY FIVE THOUSAND SEVEN ONLY.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TULIKA ROY
ADHIR KRISHNA PAUL
03/08/1980
Permanent Account Number
AMHPR8340P



Tulika Roy
Signature

Tulika Roy.

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सील करें :
आयकर पैन सेवा यूनिट, यूटीआईएसएल
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614.



भारत सरकार
GOVERNMENT OF INDIA



तुलिका राय
Tulika Roy
जन्म तिथि/ DOB: 03/08/1980
महिला / FEMALE



5220 1304 8854

आधार - आम आदमी का अधिकार

Tulika Roy,



आधार

भारत सरकार
GOVERNMENT OF INDIA

पता:
अर्धांगिनी: सौरित राय, एफ-334,
सेकेंड फ्लोर, विकासपुरी, विकास
पुरी, पश्चिम दिल्ली,
दिल्ली - 110018

Address:
W/O: Sourit Roy, F-334, Second
Floor, Vikas puri, Vikas Pur,
West Delhi,
Delhi - 110018



1807
1800 360 1047

keo@delhi.gov.in

www.delhi.gov.in

P.O. Box No.1947,
Bengaluru-560 001



भारत सरकार
Government of India



Avijit Mondal

DOB: 26/03/1973

Male

7677 3573 8639



मेरा आधार, मेरी पहचान

Avijit Mondal
7677 3573 8639



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address: S/O: Gobinda Chandra
Mondal, 337/3A, DIAMOND
HARBOUR ROAD, Behala,
Kolkata, Behala, West Bengal,
700034

7677 3573 8639



147



help@uidai.gov.in



www.uidai.gov.in

Avijit Mondal
7677 3573 8639



S. K. Rathi
Sanjeev Kumar Rathi



सूचना

- आधार पहचान का प्रमाण है, नागरिकत्व का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

■ आधार देश भर में मान्य है।
 ■ आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
 ■ Aadhaar is valid throughout the country.
 ■ Aadhaar will be helpful in availing Government and Non-Government services in future.

आधार
 Unique Identification Authority of India
 Address: संदीप कुमार राठी, एच. नं. S/O, Mahesh Chand Rathi, H. No. 641, Near Huda Market, Sector - 37, Amarnagar, Faridabad, Haryana, 121003

3769 0079 5818



भारत सरकार
Unique Identification Authority of India
Government of India

नाम/जन श्रेणी / Enrollment No.: 1088/08195/01874

To
 संदीप कुमार राठी
 Sanjeev Kumar Rathi
 S/O, Mahesh Chand Rathi
 H. No. 641 Near Huda Market
 Sector - 37
 Amarnagar
 Faridabad
 Haryana 121003
 9071899177
 18/04/2017



आपका आधार क्रमंक / Your Aadhaar No. :

3769 0079 5818

मेरा आधार, मेरी पहचान



भारत सरकार
 Unique Identification Authority of India
 संदीप कुमार राठी
 Sanjeev Kumar Rathi
 एच. नं. 641 / सी. 37 / अमरनागर, फरीदाबाद, हरियाणा, 121003



3769 0079 5818

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AASFD1848B



नाम/Name
DOLPHIN

निष्पन्न / इश्ये की तिथि
Date of Issuance / Creation
05/02/2021

000000

DOLPHIN

Tulika Roy.
Partner

Major Information of the Deed

Deed No :	i-1903-05452/2021	Date of Registration	30/06/2021
Query No / Year	1903-2000695833/2021	Office where deed is registered	
Query Date	31/03/2021 9:39:18 PM	1903-2000695833/2021	
Applicant Name, Address & Other Details	PRANTICK GHOSH CI-12, JYANGRA GHOSH PARA, KOLKATA, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 9230848212, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 2,20,00,000/-	Rs. 2,20,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,000/- (Article:48(g))	Rs. 73/- (Article:E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Roy Bahadur Road, Road Zone : (Premises Located on J.L.Sarani --), Mouza: Sahapur, Premises No: 21A/1, , Ward No: 120 JI No: 8, Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3773 (RS :-)	LR-1309	Bastu		5 Katha 1 Chatak 16 Sq Ft	1,65,00,000/-	1,65,00,000/-	Width of Approach Road: 46 Ft., Adjacent to Metal Road,
Grand Total :					8.3898Dec	165,00,000 /-	165,00,000 /-	

Structure Details :




Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3565.44 Sq Ft.	47,50,000/-	47,50,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1782.72 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 20 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1782.72 Sq Ft., Residential Use, Tiles Floor, Age of Structure: 18 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		3565.44 sq ft	47,50,000 /-	47,50,000 /-	

Apartment Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Premises No: 21A/1, Ward No: 120, Road: Roy Bahadur Road, Pin Code : 700034

Sch No.	Mouza/Road Zone	Plot	Khatian	Floor Area (In Sq.Ft.)	Set Forth Value (in Rs.)	Market value (in Rs.)	Other Details
A1	Zone Name: (Premises Located on J.L.Sarani --),	LR - 3773	LR - 1309	Area of Mezzanine Floor: 207.21	7,50,000/-	7,50,000/-	Apartment Type: Mezzanine Floor Residential Use , Floor Type: Tiles. Age of Flat: 18 Year, Approach Road Width: 46 Ft. , New Flat ,Status of Completion : Completed, Plan sanctioned Date :18/09/1997




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SANJEEV KUMAR RATHI Son of Mr MAHESH CHAND RATHI Executed by: Self, Date of Execution: 30/06/2021 , Admitted by: Self, Date of Admission: 30/06/2021 ,Place : Office			
		30/06/2021	LTI 30/06/2021	30/06/2021
House No. 641, Near Huda Market, Sector - 37, City:- , P.O:- AMARNAGAR, P.S:-FARIDABAD CENTRAL, District:-Faridabad, Haryana, India, PIN:- 121003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx8L, Aadhaar No: 37xxxxxxxx5818, Status :Individual, Executed by: Self, Date of Execution: 30/06/2021 , Admitted by: Self, Date of Admission: 30/06/2021 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	DOLPHIN 335, DIAMOND HARBOUR ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 , PAN No.:: AAxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs TULIKA ROY (Presentant) Wife of Mr SOURIT ROY Date of Execution - 30/06/2021, , Admitted by: Self, Date of Admission: 30/06/2021, Place of Admission of Execution: Office	 Jun 30 2021 6:05PM	 LTI 30/06/2021	 30/06/2021
F-334, Second Floor, Vikaspuri, City:- , P.O:- VIKASPURI, P.S:-VIKASPURI, District:-West, Delhi, India, PIN:- 110018, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxx0P, Aadhaar No: 52xxxxxxxx8854 Status : Representative, Representative of : DOLPHIN (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr AVIJIT MONDAL Son of Mr GOBINDA CHANDRA MONDAL 337/3A, DIAMOND HARBOUR ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034	 30/06/2021	 30/06/2021	 30/06/2021
Identifier Of Mr SANJEEV KUMAR RATHI, Mrs TULIKA ROY			

Transfer of property for A1

Sl.No	From	To. with area (Name-Area)
1	Mr SANJEEV KUMAR RATHI	DOLPHIN-207.210000 Sq Ft

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SANJEEV KUMAR RATHI	DOLPHIN-8.38979 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SANJEEV KUMAR RATHI	DOLPHIN-3565.44000000 Sq Ft

Endorsement For Deed Number : I - 190305452 / 2021

On 30-06-2021

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 17:56 hrs on 30-06-2021, at the Office of the A.R.A. - III KOLKATA by Mrs TULIKA ROY

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 2,20,00,000/-

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

Execution is admitted on 30/06/2021 by Mr SANJEEV KUMAR RATHI, Son of Mr MAHESH CHAND RATHI, House No. 641, Near Huda Market, Sector - 37, P.O: AMARNAGAR, Thana: FARIDABAD CENTRAL, , Faridabad, HARYANA, India, PIN - 121003, by caste Hindu, by Profession Business

Indetified by Mr AVIJIT MONDAL, , Son of Mr GOBINDA CHANDRA MONDAL, 337/3A, DIAMOND HARBOUR ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Business

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

Execution is admitted on 30-06-2021 by Mrs TULIKA ROY, PARTNER, DOLPHIN (Partnership Firm), 335, DIAMOND HARBOUR ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Indetified by Mr AVIJIT MONDAL, , Son of Mr GOBINDA CHANDRA MONDAL, 337/3A, DIAMOND HARBOUR ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 73/- (E = Rs 7/- , I = Rs 55/- , M(a) = Rs 7/- , M (b) = Rs 4/-) and Registration Fees paid by Cash Rs 66/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/04/2021 11:33AM with Govt. Ref. No: 192021220000906831 on 05-04-2021, Amount Rs: 7/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 61269313 on 05-04-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 36508, Amount: Rs.5,000/-, Date of Purchase: 08/03/2021, Vendor name: Mousumi Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/04/2021 11:33AM with Govt. Ref. No: 192021220000906831 on 05-04-2021, Amount Rs: 35,000/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 61269313 on 05-04-2021, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

