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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A 706927

Q- 7192/2013

V.O. 13/4/13

24.04.13  
8NO-7192/13  
5.15 pm

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

*[Signature]*

Adtl. Dist. Sub-Registrar  
Alipore, South 24 Parganas

25 APR 2013

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT FOR DEVELOPMENT** is made this the 23rd day of April, 2013 (Two Thousand Thirteen)

**BETWEEN**

For D.P. ASSOCIATES  
*[Signature]*  
Partner

19 APR 2013

2963

Sl. No. .... 5000  
 M/s. Sri/Smt. P.P. Nayamdas Adv  
 Address: Alipore 24 PGS  
 P. S. .... Kolkata  
 Vendor: Santosh Kr. Dey

Santosh Kr. Dey  
 ALIPUR POLICE COURT  
 Kolkata - 27

Sobanis Ghos



3361

Sobanis Ghos



3362

Partha Saha



3363

Ashish Das



3364

Masheerath Das



3365



ADDL. DIST. SUB-REGISTRAR  
 ALIPORE, SOUTH 24 PGS

24 APR 2013

IDENTIFIED BY

3366 - Ashish Das

Identified by

Alipore...

(1) **SRI ASISH DAS**, son of Late Ambarnath Das, (2) **SRI TUSHAR NATH DAS**, son of Late Madhusudhan Das, (3) **SMT. SIKHA DAS**, (4) **SRI ABHIJIT DAS**, No.3 is the wife and No.4 is the son of Late Amarnath Das, all are residing at 36A, Beni Nandan Street, Police Station : Kalighat, Kolkata : 700025, hereinafter jointly called and referred to as the "**OWNERS /FIRST PARTIES**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

"**M/S. D.P. ASSOCIATES**", a Partnership Firm, having its Office at 95A, Naresh Mitra Sarani, Police Station : Bhowanipore, Kolkata : 700026, being represented by its Partners (a) **SRI PARTHA GHOSH**, son of Late M. Ghosh, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 24, Asutosh Mukherjee Road, Police Station : Bhowanipore, Kolkata : 700020, and (b) **SRI DEBASIS GHOSH**, son of Late Nityananda Ghosh, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 67B, Shyama Prasad Mukherjee Road, Police Station : Tollygunge, Kolkata : 700026, hereinafter called and referred to as the "**DEVELOPER/SECOND PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS: -**

A. Smt. Nirmala Bala Dasi, wife of Kali Charan Das, Sri Bibhuti Bhusan DAS and Sri Madhusudan Das, both sons of Kali Charan Das of 14A, Nandan Road, Kolkata became the joint owners of land measuring about 6 (Six) Cotthas and 24 (Twenty-Four) Square Feet more or less in Mouza : Kansari Para, formerly Touji No. 1298 at present 2833, Dihi Panchannagram, Division-6, Sub-Division-C, Holding No. 337 and 338, within the local limits of the Kolkata Municipal Corporation being No.36A, Beni Nandan Street, Police Station : Bhowanipore at present Kalighat, Kolkata by way of purchase from the then rightful owners namely Khagendra Nath Das and others vide one Deed of Conveyance dated 05/01/1943 duly registered in the office of the District Sub Registrar, Recorded in Book No.1, Volume No.5, Pages 93 to 98, Being No.30, for the year 1943.

B. While in possession of the said property said Madhusudan Das died intestate in the year 1969 leaving behind him his wife Angurbala Dasi and three sons namely Amar Nath Das, Ambarnath Das and Tushar Nath Das and mother Nirmala Bala Dasi as his only heirs who jointly inherited  $1/3^{\text{rd}}$  (One-Third) share of the said deceased.

C. Said Nirmala Bala Dasi, Bibhuti Bhusan Das and said heirs of said Madhusudhan Das jointly sold and transferred some portion of land out of their said total land to one Haradhan Nandan

and were in possession of the remaining land measuring about 4 (Four) Cottahs 6 (Six) Chittaks and 18 (Eighteen) Square Feet by mutating their names in the office of the Kolkata Municipal Corporation as it is now known being Assessee No. 11-071-04-0048-9. Subsequently said Nirmala Bala Dasi also expired in the year 1980. Accordingly said Angurbala, Ambar Nath, Amar Nath and Tushar Nath Das jointly became the Owner of half share and said Bibhuti Bhusan Das became the Owner of reaming half share of the said reaming land.

D. Said Ambar Nath Das died intestate on 08/08/2010 leaving behind him his wife Sunanada Das, one son Asish Das and one daughter Tanushree Singh as his only heirs who jointly inherited the undivided share of the said deceased in equal share.

E. By one Deed of Gift dated 13/04/2011 said Sunanda Das and Asish Das jointly transferred 240 Square Feet out of their share in the said property to said Tanusree Singh by way of Gift absolutely and forever. Said Deed of Gift was registered in the office of the D.S.R. - I, Alipore and recorded in Book No.1, Volume No.5, Pages 2666 to 2681, Being No. 1040, for the year 2011. By another Deed of Gift said Sunanda Das again transferred her reaming 45 Square Feet land with structure to her son Asish Das which was duly registered in the office of the A.D.S.R. Alipore being

recorded in Book No.1, Volume No.33, Pages 1132 to 1142, Being No.7400, for the year 2012.

F. By one Deed of Settlement or Trust dated 15/06/1992 said Bibhuti Bhusan Das transferred his share ultimately to said Asish Das, son of Ambar Nath Das and Abhijit Das, s6n of Amar Nath Das to be held and possessed after the death of said Bibhuti Bhusan Das and Ambar Nath Das. Said Deed was registered in the office of the A.D.S.R., Alipore and recorded in Book No.1, Volume No.80, Pages 41 to 50, Being No.2727, for the year 1992.

G. After the demise of said Bibhuti Bhusan Das and said Ambar Nath Das said Asish Das and Abhijit Das became the owner of share of said Bibhuti Bhusan Das in the said property i.e. 2(two) cottahs 5 (five) chittak 25 (twenty five) sq. ft. (equally) as per terms of the said Deed of Trust.

H. - Said Amar Nath Das died intestate on 15/04/2003 leaving behind him his wife Sikha Das and one son Sri Abhijit Das as his heirs who jointly inherited 1/8<sup>th</sup> (One-Eighth) share of the said deceased in the property mentioned above.

I. Accordingly Asish Das, the Owner No.1 has got 1 (One) Cottah 4 (Four) Chittaks 33 (Thirty-Three) Square Feet more or less and Tushar Nath Das owner No. 2 has got 10 (Ten) Chittaks 43 ~~Square Feet more or less~~. Said Sikha Das Owner

No.3 has got 05 (Five) Chittaks and 21 (Twenty-One) Square Feet and said Abhijit Das the Owner No. 4 has got 1 (One) Cottah 9 (Nine) Chittaks and 11 (Eleven) Square Feet more or less at the said premises.

J. With an intention to develop their share of the said land by raising multistoried Building thereon the Owners herein have approached the Second Party /Developer herein to do the said work and the Developer herein has agreed to develop the said land for their mutual benefit under the following terms and conditions: -

**:: TERMS AND CONDITIONS ::**

1. The Second Party/Developer shall develop the share of land of the First Party by raising Building thereon as per Plan to be approved by the Kolkata Municipal Corporation at its cost and initiative.
2. The First Party/Owners shall deliver all the documents relating to the good and marketable title of the Owners to the property to the Second Party within 1 (One) month from the date hereof.
3. The Second Party shall cause necessary search in respect of the said land and if defect with regard to the title or that of possession ever found that shall be removed by the First Party at their cost.

4. The Second Party shall obtain Sanction of the proposed Building from the office of the Kolkata Municipal Corporation and construct the Building at its cost.
5. Out of the said proposed Building the Owners shall get portion of Second Floor and covered space in the Ground Floor having a total area of 250 (Two Hundred Fifty) Square Feet out of which the Owner No.2 Sri Tushar Nath Das shall get one self-contained Flat on the Second Floor comprising a built up area of 600 (Six Hundred) Square Feet more or less and one Covered space in the Ground Floor having a built up area of 50 (Fifty) Square Feet more or less and Owner No.1, shall get one Flat having built up area of 800 (Eight Hundred) Square Feet more or less on the Second Floor and 200 (Two Hundred) Square Feet more or less built up area in Ground Floor together with right to use the common arrears and facilities to be provided at the said premises towards the consideration for the said land and the Owners No.3 and 4 have decided to take their consideration in cash in lieu of floor area in the proposed Building which have been morefully described in **SECOND SCHEDULE** below and hereinafter referred to as the Owners' Allocation.
6. Except the portion mentioned in Clause-5 above remaining portion of the Building along with undivided proportionate share in the land from Ground Floor to Top Floor of the



Building at the said premises shall absolutely belong to the Developer/Second Party against its investment which the Second Party shall have right to sell or transfer as per its own choice and discretion.

7. Owners' Allocation shall be constructed as per Specification mentioned in **THIRD SCHEDULE** below and shall be delivered within 24 (Twenty-Four) months from the date of Sanction of the Plan of the proposed Building or getting the peaceful total vacant possession of the same whichever is later.
8. The Developer shall have right to sell/transfer of the Flats and spaces from Developer's allocation to any Third Party and for that purpose to enter into agreement upon receipt of the entire consideration and part thereof.
9. After getting the Sanctioned Plan, the Developer shall demolish the existing structure and dispose off the same for consideration and sale proceeds of such debris shall absolutely belong to the Second Party. The Second Party shall give temporary accommodation by their own cost during the time of construction of the Building to the First Party No. 1 and 2 herein.

10. The First Party shall not be held liable for quality of construction, to the suppliers of the Building materials and the amount to be received by the Developer from the intending Purchaser/s. All such liabilities shall be of the Developer.
11. The First Party shall remain liable to pay the municipal taxes for the said premises till the date of handing over possession and thereafter the Developer shall remaining liable to pay the said taxes till the possession is delivered.
12. The First Party shall appoint the Partners of the Second Party as their Constituted Attorneys by executing one registered General Power of Attorney at the cost of the Second Party.
13. Developer shall start processing of the project after acquiring all interests of the property from the other Co-owners.
14. The Parties hereto alongwith their respective heirs shall remain bound by the terms of this Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece or parcel of undivided land measuring about 3 (Three) Cottahs 14 (Fourteen) Chittacks and 18 (Eighteen) Square Feet being the joint share of the Owners out of the total land of 4

(Four) Cottahs 6 (Six) Chittaks and 18 (Eighteen) Square Feet more or less together with portion old single storeyed tali shed structure standing thereon measuring about 900 (Nine Hundred) Square Feet out of total super built up area of 1000 (One Thousand) Square Feet lying in Dihi Panchannagram, Division-6, Sub-Division-C, Holding No. 337 and 338, within the local limits of the Kolkata Municipal Corporation being Premises No.36A, Beni Nandan Street, Police Station : Bhowanipore, Ward No. 71, Kolkata : 70025, District : South 24 Parganas.

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNERS' ALLOCATION )**

SRI ASISH DAS	One Flat Two Shop Rooms	800 Sq.Ft. built up area more or less Each 100 Sq.ft. more or less	Second Floor Ground Floor
SRI TUSHAR NATH DAS	One Flat One Shop Room	600 Sq.ft. built up area more or less 50 Sq.ft. built up area more or less	Second Floor Ground Floor

Smt. Sikha Das

& Rs.20,00,000/- in different installments

Sri Abhijit Das

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPERS' ALLOCATION)**

Remaining portion of the entire Building comprising of Flats and Covered Space and Shop Room together with undivided proportionate share in the land from Ground Floor to top Floor of the Building at Premises No.36A, Beni Nandan Street, Police Station : Bhowanipore, present by Kalighat, Kolkata : 700025.

**SCHEDULE - "C" ABOVE REFERRED TO****(DESCRIPTION OF THE SPECIFICATION)**

1. Reinforced concrete frame structure on individual columns.
2. Brick built walls.
3. Aluminum windows.
4. Sal wooden door frames with all wooden flush doors with lock and other necessary fittings.
5. Bed rooms, living rooms, drawing rooms, dining rooms, balcony and verandah will have marble finish.
6. Kitchen will have Marble flooring with granite cooking platforms with glazed tiles on wall over the platforms upto to height of 3'-0" and also fitted granite sink.
7. Toilets will have marble flooring and upto a height of 6' dado on walls with glazed tiles with wash basin and pan, tap, mirror, towel, rod etc. privies/W.C's will be provided with good quality while vitreous commode.
8. Electrical wiring mainly concealed with best quality copper/wires with necessary and adequate points and fittings.
9. All walls to be finished with plaster of Paris.
10. Synthetic enamel paint on all timber items.
11. Building exterior suitable painted and finished as the Building think fit and best.

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

**SIGNED, SEALED & DELIVERED** by the Parties at Kolkata in the presence of :-

**WITNESSES:**

1. Dipen Jana  
47A, Balaram Bose  
1st Lane, Kal-20

2. Ashim Sen Gupta  
R12/1 Sarangabad Housing  
Estate, Sarangabad  
Bridge - Bridge -  
24/9(S)

1. Anish Das
2. Mustard Das
3. Fatima Das
4. Abhijit Das

**SIGNATURE OF THE OWNERS**

Parke Saha  
Sahani Das

**SIGNATURE OF THE DEVELOPER**

Read over and Explained by me

Abhijit Das  
Drafted by me :-

Advocate  
Partho Pratim Mazumdar  
Alipore Judges' Court. Kol : 27. WA/743/84

Computer Typed by :-

P. Saha

**NEW VIJAYA**  
10, Old Post Office Street,  
Kolkata - 700001

Parke Saha

SPECIMEN FORM FOR TEN FINGERPRINTS



*Aashish Das*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SRI AASHISH DAS



*Tushar Nath Das*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SRI TUSHAR NATH DAS



*Abhijit Das*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SRI ABHIJIT DAS



*Smt. Sikha Das*

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

SMT. SIKHA DAS

# SPECIMEN FORM FOR TEN FINGERPRINTS



*Debasis Ghosh*

DEBASIS GHOSH

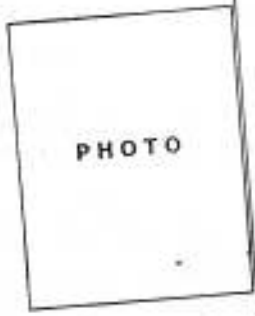
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Partha Ghosh*

PARTHA GHOSH

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



**Government Of West Bengal**  
**Office Of the A.D.S.R. ALIPORE**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 03296 of 2013**  
**(Serial No. 04177 of 2013 and Query No. L000007192 of 2013)**

**On 24/04/2013**

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

Presented for registration at 17.15 hrs on :24/04/2013, at the Private residence by Debasis Ghosh one of the Claimants.

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

Execution is admitted on 24/04/2013 by

1. Asish Das, son of Late Ambarnath Das , 36 A, Beni Nandan Street, Kolkata, Thana:-Kalighat District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession Others
2. Tushar Nath Das, son of Late Madhusudhan Das , 36 A, Beni Nandan Street, Kolkata, Thana:-Kalighat District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession Others
3. Sikha Das, wife of Late Amarnath Das , 36 A, Beni Nandan Street, Kolkata, Thana:-Kalighat District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession Others
4. Abhijit Das, son of Late Amarnath Das , 36 A, Beni Nandan Street, Kolkata, Thana:-Kalighat District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession Others
5. Partha Ghosh  
Partner, M / S . D . P . Associates, 95 A, Naresh Mitra Sarani, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.  
, By Profession : Business
6. Debasis Ghosh  
Partner, M / S . D . P . Associates, 95 A, Naresh Mitra Sarani, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.  
, By Profession : Business

Identified By Dipen Jana, son of Late S . C Jana, 47 A, Balaram Bose 1st Lane, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020, By Caste: Hindu, By Profession: Others.

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

**On 25/04/2013**

**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 : 5, 5(f) of Indian Stamp Act 1899.

**Payment of Fees:**

( Arnab Basu )

**ADDITIONAL DISTRICT SUB-REGISTRAR**





Government Of West Bengal  
Office Of the A.D.S.R. ALIPORE  
District:-South 24-Parganas

Endorsement For Deed Number : I - 03296 of 2013  
(Serial No. 04177 of 2013 and Query No. L000007192 of 2013)

Amount By Cash

Rs. 21.00/-, on 25/04/2013.

( Under Article : E = 21/- on 25/04/2013 )

**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.-2,04,42,000/-

Certified that the required stamp duty of this document is Rs.- 40020 /- and the Stamp duty paid as Impresive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 35025/- is paid , by the draft number 29268, Draft Date 24/04/2013, Bank : State Bank of India, BHOWANIPORE, received on 25/04/2013

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR



For D.P. ASSOCIATION  
P. Ghosh  
Partner

( Arnab Basu )

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 14  
Page from 1114 to 1131  
being No 03296 for the year 2013.



*Basu*  
(Anab Basu) 30-April-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. ALIPORE  
West Bengal