

09333/13

I-09827/13



15/10/13  
 पश्चिम बंगाल WEST BENGAL  
 24/10/13

P 758852

I certify that the Document is admitted to  
 registration. The Signature Sheet and the  
 stamp are stitched to this document  
 in accordance with the Rules.

*M*  
 Additional Registrar  
 of Assurances, Kolkata  
 10.10.13

Development Agreement

THIS AGREEMENT FOR DEVELOPMENT is made this 10<sup>th</sup> day  
 of October, Two Thousand Thirteen (2013)

BETWEEN

**SRI SNEHASISH GHOSH**, s/o Late Rampada Ghosh, by fait Hindu, by occupation- Business, residing at 2B, Jamini Kabiraj Row, Kolkata- 700 004, hereinafter called and referred to as owner/first party (Which term or expression unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

**AND**

**AN NIRMAN PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956 having its registered office at 3/3, Kali Banerjee Lane, Kolkata- 700 006, Branch Office at 279B, Rabindra Sarani, Kolkata- 700 007 and being represented by one of its director **MR. PURUSHOTTAM PANDEY**, sons of Late Shiw Nath Pandey, residing at 3/3, Kali Banerjee Lane, Kolkata- 700 006, hereinafter called and referred to as **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors, administrators, legal representatives, successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** one Hari Sadhan (Pobali) Ghosh was absolute owner and in possession of ALL THAT land more or less 4 cottas together with one two storied building at premises no. 2B, Jamini Kabiraj Row, P.S. Ultadanga, Kolkata- 700 004 within Kolkata Municipal Corporation, Ward No. 12 and during his life time he executed one Family Settlement Deed or Deed of Settlement executed on 01.05.1964 and the said deed was registered in the office of Sub- Registrar Sealdah and the same was recorded in Book No. 1, Volume No. 24, in pages 13 to 15, being no. 839 for the year 1964 wherein he appointed himself and his only son Rampada (Pobali) Ghosh as joint trustee in respect of the said property and after demise of said Hari Sadhan (Pobali) Ghosh as trustee, his only son Rampada has become sole owner in respect of the said property and said Hari Sadhan made no provision for his two married daughters in the said property in this Deed of Settlement.

**AND WHEREAS** said Rampada Ghosh died intestate on 18.05.2000 leaving his wife, Bharati Ghosh and son, Snehasish Ghosh and thereafter said Bharati Ghosh also died and Snehasish Ghosh has become the sole owner of the said property.

**AND WHEREAS** the owner Snehasish Ghosh in support of his right, title and interest in respect of the said property handed over to the second party/ developer the documents like mother deed, registered deed of settlement, tax bill of K.M.C., mutation certificate of K.M.C., court case papers and on perusing and inspecting the said documents and also causing necessary searches to the concerned authorities, like Registration offices, K.M.C. and other Govt. Offices etc. The developer has become satisfied with the right, title and interest in respect of the said property of the first party/ owner.

**AND WHEREAS** the 2<sup>nd</sup> party/ developer has started negotiation with the owner and approached for development of the said property by constructing a new building after demolishing the existing old structure occupied by partly owner and partly by tenants.

**AND WHEAREAS** consequent by said approach several meetings were held between the parties and thereafter both parties mutually agreed on the following terms and conditions:-

**Terms and conditions:-**

1. That the developer will provide accommodation of the tenants in the newly constructed building (name of the tenants, rate of rent, extent of tenancy is mentioned hereunder) and the developer will settle with the tenants at its own responsibility and if any tenant be not agreed with the accommodation in the new building, the developer will compensate at its own cost with the tenants. Be it clear that the owner will not take any responsibility for their provision in the new building and owner will not take any responsibility for shifting of the tenants for demolishing the structure. The developer will take all responsibility against the suit/ proceedings if filed by the tenants in this connection against the owner/ others and will contest the same at its own cost on behalf of the owner.

<u>Sl. No.</u>	<u>Name of tenant</u>	<u>Rate of rent</u>	<u>Extent of tenancy</u>
1.	Mrinal Kanti Kundu	Rs. 575/-	Two rooms on 1 <sup>st</sup> floor
2.	Kalachand Deuty	Rs. 300/-	One room on ground floor
3.	Rabindranath Deuty	Rs.270/-	One room on ground and 1 <sup>st</sup> floor
4.	Debasish Benerjee	Rs. 250/-	Three rooms on ground floor
5.	Sandip Kr. Chowdhary	Rs. 350/-	One room on 1 <sup>st</sup> floor
6.	Shekher Kr. Dey	Rs.1400/-	Four rooms on ground floor & first floor
7.	Biswanth Ghosh	Rs.100/-	One room on Ground floor.

**2. Owner's Allocation:**

- (a) That at the time of execution of the agreement the owner will get Rs. 6,00,000/- as forfeited money out of which Rs. 4,40,000/- on different dates by cheque and cash already received by the owner and as such at the time of execution of this agreement, the developer has paid Rs. 3,00,000 by cheque no. 013997 drawn on UCO Bank, A.P.C Road Branch on 19<sup>th</sup> August, 2013 Rs. 60,000/ by cheque no. 010524 drawn on UCO Bank, A.P.C Road Branch on 9<sup>th</sup> October, 2014- and Rs. 1,00,000/- by cheque being no. 010523 drawn on UCO Bank, A.P.C Road Branch on 6<sup>th</sup> February, 2014 and the remaining 1,40,000 by cash.
- (b) Be it clear that in any circumstances the said amount of Rs.6, 00,000 /-will not be refunded by the owner.
- (c) That the owner will get as owner's allocation two flats measuring 800 sq.ft carpet area in each floor and one flat will be provided on 1<sup>st</sup> floor and another will be provided on the top floor of the building (specification and description of flats is mentioned in the schedule hereunder).
3. Be it clear that in any case the tenant will not be provided in owner's allocation but from the developer's allocation if any.

4. The developer will make all arrangements for obtaining sanction plan from K.M.C. for the purpose of construction of the new building at its own cost by **12 Months** from the date of this agreement. The developer will only sign on the proposed plan and will submit the same to the owner for approval before putting signature and the developer will be fully responsible for getting other permissions from the appropriate authorities, if any and construct the building as per the plan.
5. The developer will make all arrangement for shifting of the owner from the said premises within 05 km. from the said premises at its own cost and will provide accommodation of one flat having at least 2 bed rooms with kitchen, bathroom in ground or 1<sup>st</sup> floor or 2<sup>nd</sup> floor with all amenities like water supply and electricity in the said flat subject to the choice of the owner. The developer will pay the rental charges of the said flat if it is rented including electricity charges and others. In fact the developer will take all the responsibility of alternative accommodation of the owner in this regard, including the litigation charges if arise and the developer will contest the litigation/ proceedings in this connection on behalf of the owner.
6. The developer will start construction of the propose building as per sanction plan within **06 months** from the date of sanction of KMC , after demolishing the existing structure and before that the shifting arrangement for all the occupants at the said premises should be done by the developer in the mean time.
7. That the developer will complete the construction of the proposed building and install all the system of water supply, installation of the electric meter etc.
8. The developer will hand over the said two flats as owner's allocation with complete finishing with all the amenities like water supply, electricity etc, within **36 (thirty six)** months from the date this agreement.

9. The developer will bring two electric meters at its own cost in the name of the owner and in the name of his family members at its own cost.
10. The developer will hand over the possession of owner's allocation first. Until handover of the possession of the said flat in the favour of the owner, the developer will not handover the possession and will not make registration of any flat or any portion from developer's allocation to any intending purchaser. The developer will only book the flats or portion of new building of its own allocation. The developer will make all arrangement for registration of flats of owners allocation at its own cost before any registration in favour of intending purchaser.
11. The developer will pay all arrear taxes with interest and penalty and other charges to KMC or any other authority and it will not be adjusted with the owner.
12. That at the time of construction if there is any violation of sanction plan, the developer will face all the consequences and it will pay that penalty to KMC if any and shall also take responsibility of the legal proceedings or any other competent authority and will bear costs from its own fund.
13. The developer will take all the responsibility against any claim from any third party or from any relation of owner regarding this project (as there was a court case against the owner regarding the said premises and court papers are already handover) the owner will not take any responsibility in this regards.
14. The owners will not incur single paisa in this project of development of the said property and the entire project will be completed by **36 months** from the date of execution of this agreement.
15. The owners shall execute a general power of attorney in favour of the developer until the period of handing over of possession of the proposed flat to the owners, which is for the developers to act for developing and selling the same on behalf of the owners.

16. That developer will construct the building with good building materials and in this regard, the owner can inspect the same from time to time.
17. The particulars of construction of flat under owner's allocation are described in the schedule hereunder written.
18. The developer will give possession of newly constructed flat to the owners within the time of **36 months** from the date of execution of this agreement. Otherwise the flat owners will be entitled to demand compensation from the developer at the rate **Rs.3000/- per month**.
19. Water preserver and safety tank should be made as per plan.
20. Stair case will be made of RCC.
21. Height of the parapet from the roof should be sectioned by KMC.
22. The developer will arrange for the mutation of the owners' two flats at its own costs within six month from the date of handing over of owner's allocation.
23. Owner in any circumstances will not be liable to the purchasers for the standard of the construction or any legal dispute.
24. Owner will enjoy all the several rights of the building and these rights equally with others flats owner/ purchasers.
25. ROOF RIGHT: owner will not enjoy the roof right along with the other flat owners. In any circumstances the developer will not build/give rent or any construction there on the roof without knowledge of KMC.
26. It is agreed that the DEVELOPER will obtain original sanctioned plan in the name of the developer and at developer's costs shall hand over a original copy of it to the owner for his record.
27. It is agreed that the costs of obtaining the sanctioned plan, its amendments and modification as well as entire construction of building, the Architect's fees and all other costs incurred towards development are to be borne solely by the Developer. The Developer

shall be liable to pay the taxes and all other demands by the Govt, and statutory bodies etc. From the date of execution of this agreement.

28. It has been specifically agreed that the developer shall first hand over vacant and peaceful possession of the allocated portion in fully and completely constructed condition all respect of the proposed building to land owner before allowing possession of flat and portion of any area to the buyer.

29. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and other victimizing such work men or any other person what so ever or causing any harm to any properties during the cause of construction the developer will be liable for the said matter.

30. The developer will be solely liable for any accident or fire or injury or death caused to any person that may occur during the work of construction. The developer here by indemnifies the owner in respect of any claim arising out of such accident fire injury or death.

31. The developer hereby observes the warranty/guaranty that the building constructed by developer or any part thereof will not develop any defect apart from the natural wear and tear within five years of the completion of the work of construction. If any such defect develops within such period, the developer shall be bound to repair the same at its own cost immediately.

32. The developer shall demolish the existing building and debris/salvage of such demolition shall belong to the developers.

33. The developers shall complete and finish the construction in all respects including the installation of the essential supplies within the period of **24 months** on the date of sectioned of the building plan.

34. The time will be essence of the contract.

35. The owners shall execute a proper power of attorney in the favour of developer for the purpose of carrying out the work of construction. The power of attorney shall be subject to the term of this agreement.



36. The developer shall be entailed to advertise in any fashion for the sale or booking of any or all flats in the developer's allocation and to enter into agreement for sale with the intending purchaser in respect of the developer's allocation.
37. It shall be entirely the responsibility and liability of developers to defend all actions both civil and criminal and all proceedings which may arise in connection with the development of the said premises and all cost charges and expenses for that purpose shall be exclusively paid and borne by the developers.
38. The developers undertake to keep the owners indemnified against all third party claim and action arising out of or in relation to the work of construction and also against all action suits cost proceedings demands claims that may arise with regard to the development of the premises or due to any acts of commission or omission by the developer.
39. The developer shall have no right to assign this agreement to any other person.
40. The developer will be provided lift facility to the owners the owner will not make any payment for the installation for lift.
41. Owner will not make any payment at the time of installation of transformer if any.
42. For maintenance and administration of the building or the common parts or for providing common services, the developer shall make the purchasers of developer's allocation to form apartment owners association or society or any other bodies so that the purchasers will be bound to follow the rules regulation formulated by such association/society /body in line with the existing rules and regulation formed by the west Bengal apartment act.
43. The DEVELOPER will shift the owner to the alternative accommodation on a suitable time.

**SCHEDULE 'A'****(Description of the premises)**

**ALL THAT** piece and parcel of land measuring 4 cottahs with partly one partly two storied building measuring about 3500 Sq. ft. standing thereon (2000 Sq. ft. on the ground floor and 1500 Sq. ft. on the first floor) lying and situated at and being no. 2B, Jamini Kabiraj Row, P.S. Ultadanga, Kolkata- 700 004, within under Kolkata Municipal Corporation which is butted and bounded as follows :-

- ON THE NORTH** : 15' Jamini Kabiraj Row.  
**ON THE SOUTH** : 2A/3, Jamini Kabiraj Row.  
**ON THE EAST** : 15' Jamini Kabiraj Row.  
**ON THE WEST** : 3/C, Jamini Kabiraj Row.

**SCHEDULE 'B'****TECHNICAL SPECIFICATION OF THE BUILDING**

- 1 Foundation : As per Kolkata Municipal Corporation Structural Sanction Plan (Rod, Cement all pipeline).
- 2 Plinth : As per Kolkata Municipal Corporation structural Sanction Plan.
3. Super Structures : As per Kolkata Municipal Corporation Structural Sanction Plan.
- 4 Walls : As per Kolkata Municipal Corporation structural Sanction Plan.
5. Floor finish skirting dado etc.: Marble flooring Skirting and margin. And dado to bath and privy and height above cooking platform and at toilet from the floor height. .
6. Plaster : The out-sides of the building cement plaster 3/4th (average) where at the inside and the ceiling plaster will be 1/2" thick (Average) in. 1:4 with plaster of Paris finishing inside and outside plaster shall be of cement and sand.

7. Outside painting : Cement based paint with weather coat.
8. Doors a) wooden from [Sal wood] of each door.
- b) Commercial flush door painted both side.
- c) Aluminium tower bolt.
- d) A mortar locks with handle for doors for bedroom only. each door with front & back lock fitting, the collapsible gate will be provide in front of main gate of each flats
- e) Electric bell point.
- f) Night latch for main door.
9. Window : Aluminium windows with (6 x 18mm) while frosted flash and grill of good quality.
10. Toilet & Kitchen fittings : a) One W. C. And Indian type white commode with white P.V.C.cistern.
- b) One white porcelain wash.
- c) One shower
- d) Two tape
- e) One geyser point water connection.
11. W. C: a) One European/Indian type white with white P.V.C, cistern.
- b) One tap
12. Kitchen : This kitchen will have a cooking platform with black stoned & granite sink (Black stone) with water connection two points with bibcock will be provided the kitchen, glazed tiles will be in front of cooking .base. (6'0" x 2'6") with marble flooring / including 6" skirting and basin in dining space of each flat.
13. Stair case and floor a) Stair case room will be /provided with R.C.C. Jal, for light and ventilation.
- b) Cabin for electric meter.

- c) 4" thick (average) lime tracing will be provided roof slab or tiles.
- d) 3 feet height parapet wall will be provided all around the roof.
- e) The stair will be by /mosaic finishing.

14. Electrical : Concealed wiring with good companies copper wires wiring for installation.

a) Each bedroom 2 light points, 2 plug points (5 Amp.) 1 tv points, 2 extra points

b) Living/Dining: 2 light points, fan points, 2 plug point (5 Amp.) Fridge point, basin light point extra 5 point.

c) Kitchen : 1 light, 1 e-exhaust fan point (5 Amp), 1 power, point.

d) M.C. : 1 light point (5 amp)

e) Toilet : 1 light point, 1 exhaust point (5 amp), 1 plus point (15 amp)

f) Each Balcony : 1 light, point (5 amps).

g) T.V. & Telephone : 1 T.V. point and 1 telephone point. Will be provided an each flat/apartment.

h) Garage.: 1 light point (5 .amps)

i) Required points for pumps, stair, common passage and roof.

16 Water Supply : One R.C.C. overh.ead reservoir provider on the top of the last roof as per design. The suitable electric pump with motor will be installed at ground floor to deliver water to overhead reservoir from R.S.M. supply. All the above technical specification is subject or being approved by K.M.C. Authority and the areas may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer/Owner /Purchaser.

Anything extra is demanded by the owner apart from the technical specification given in Third Schedule that shall be made or done by the cost of, the Owner/purchaser.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands the day month and year first Written.

**SIGNED AND DELIVERED** by

the **PARTIES** at Kolkata

In the presence of:

1. *Dhananjay Sath* 16  
16 H/2 *Ultadanga Road*  
KOL-4

*Snehrajish Ghosh*

**SIGNATURE OF THE VENDOR**  
[PAN NO - BKXPG1317C]

2. *Dikky Sath*  
16 H/2 *Ultadanga Road*  
KOL-4

**AN NISSAN PVT. LTD.**

*Purumottam Pandey*  
**Director**

**SIGNATURE OF THE DEVELOPER**

3. *Asok K. Pandey*  
3/3 *KALI BANERJEE LANE*  
KOLKATA - 700006

[PAN: AALCA 8796R]

Drafted by me

*Debraj Giri*

Advocate

High Court Calcutta

**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the A.R.A. - I KOLKATA, District- Kolkata**

Signature / LTI Sheet of Serial No. 09333 / 2013, Deed No. (Book - I , 09827/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Purushottam Pandey 3/3, Kali Banerjee Lane, Kolkata, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006	 10/10/2013	 LTI 10/10/2013	<i>Purushottam Pandey</i>  10.10.2013

**II . Signature of the person(s) admitting the Execution at Office.**

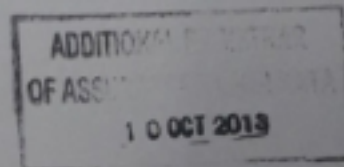
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Snehasish Ghosh Address -2 B, Jamini Kabiraj Row, Kolkata, Thana:-Ultadanga, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700004	Self	 10/10/2013	 LTI 10/10/2013	<i>Snehasish Ghosh</i>
2	Purushottam Pandey Address -3/3, Kali Banerjee Lane, Kolkata, Thana:-Burtola, District:-Kolkata, WEST BENGAL, India, Pin :-700006	Self	 10/10/2013	 LTI 10/10/2013	<i>Purushottam Pandey</i>

**Name of Identifier of above Person(s)**

Dinesh Jaiswal  
5/2, Canal East Road, Kolkata, Thana:-Ultadanga,  
District:-South 24-Parganas, WEST BENGAL, India, Pin  
:-700067

**Signature of Identifier with Date**

*Dinesh Jaiswal*  
10.10.13





Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 09827 of 2013  
(Serial No. 09333 of 2013 and Query No. 1901L000024610 of 2013)

On 10/10/2013

**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), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 6694.00/-, on 10/10/2013

( Under Article : B = 6589/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 10/10/2013 )

**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. -1,46,25,000/-

Certified that the required stamp duty of this document is Rs. - 20021 /- and the Stamp duty paid as Impressive Rs. - 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 20050/- is paid , by the draft number 502041, Draft Date 10/10/2013, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 10/10/2013

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

Presented for registration at 11.39 hrs on :10/10/2013, at the Office of the A.R.A. - I KOLKATA by Purushottam Pandey ,Claimant.

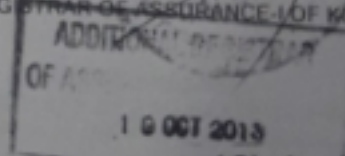
**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 10/10/2013 by

1. Snehasish Ghosh, son of Lt. Rampada Ghosh , 2 B, Jamini Kabiraj Row, Kolkata, Thana -Ultadanga, District-South 24-Parganas, WEST BENGAL, India, Pin :-700004, By Caste Hindu, By Profession Business
2. Purushottam Pandey  
Director, An Nirman Pvt. Ltd., 3/3, Kali Banerjee Lane, Kolkata, Thana -Burtola, District-Kolkata, WEST BENGAL, India, Pin :-70006,  
. By Profession : Business

Identified By Dinesh Jaiswal, son of Om Prakash Jaiswal, 5/2, Canal East Road, Kolkata, Thana-Ultadanga, District-South 24-Parganas, WEST BENGAL, India, Pin -700067, By Caste Hindu, By Profession: Business.

( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



( Dinabandhu Roy )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

10/10/2013 12:27:00

# SPECIMEN FORM FOR TEN FINGERPRINTS



Sneharish Ghosh

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



Parumottam Pandey

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



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