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Certified that the Document is Admitted to Registration the Signature Sheet / Sheets the Endorsement Sheet / Sheets Attached with this Document are the part of this Document.

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 11.7.16
 at
 7:00 PM

[Signature]
 Additional District Sub-Registrar
 Barasat, North 24 Parganas
 12/07/16

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT is made on this the 11th day of July Two Thousand Sixteen (2016 A.D.) of Christian Era.

KNOWN ALL MEN BY THESE PERSENTS (1) SMT. MAYA RANI MUKHERJEE, (PAN AEZPM6776Q), W/o. Late Shyamapada Mukherjee @ Late Shyamadas Mukhopadhyay, by occupation - Housewife, by faith- Hindu, residing at Udayrajpur (Near L.I.C. Town Ship Pump House), P.O. & P.S.- Madhyamgram, Kolkata - 700 129, District North 24 Parganas, (2) SRI ASISH MUKHERJEE, (PAN BRPPM9527F), S/o. Late Shyamapada Mukherjee @ Late Shyamadas Mukhopadhyay, by occupation - Service, by faith- Hindu, residing at Udayrajpur (Near L.I.C. Township Pump House), P.O. & P.S.- Madhyamgram, Kolkata - 700 129, District North 24 Parganas, hereinafter referred to as the **OWNERS** (Which expression shall unless excluded by or repugnant to the context deemed to mean and include his/her/ their heirs executors, administrators, legal representatives and/or assigns) of the **ONE PART**.

Maya Rani Mukherjee
Asish Mukherjee

[Signature]
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For *Artisan*
Pankaj Narayan Datta
 Partner

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AND

M/S. ARTISAN, (PAN AAVFA8353K), a partnership firm having its office at 111/8 Debigarh, Bijali Park, P.O. & P.S.- Madhyamgram District North 24 Parganas, Kolkata - 700 129, Represented by its partners.

(1) SMT. SARBARI MAJUMDAR (PAN AHBPM1211H), W/o.- Sri Pradip Kumar Majumdar, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at 271 Shyamnagar Road, Flat No.- 71, Block - F, 4th floor, P.O.- Bangur Avenue, P.S.- Dum Dum, District North 24 Parganas, Kolkata - 700 055, **(2) SMT. ANJANA BHATTACHARJEE (PAN AEDPB9209F)** W/o.- Sri Samir Baran Bhattacharjee, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at Debdaspally, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(3) SRI UTPAL BHADRA (PAN AEFPB9161E)** S/o.- Late Kumud Bandhu Bhadra, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at P-54, L.I.C. Township, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(4) SRI PANKAJ NARAYAN DATTA (PAN ACVPD0315J)** S/o.- Late Hem Ranjan Datta, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at P-59, L.I.C. Township, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129.

Represented by their constituted attorneys by virtue of Registered Power of Attorney being No.- 150300545, Dt. 28.06.2016, in the A.D.S.R.O Barasat as well as the partners of the aforesaid partnership business **(1) SRI KRISHNA PADA PAUL (PAN AKOPP3826B)** S/o.- Late Jatindra Nath Paul, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at South Bankimpally, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(2) SRI TAPAN SEN (PAN AZJPS6561L)** S/o.- Late Sanat Sen, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at Gunjalika-II, Flat No.- 3D, Debigarh 4 No., P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129 hereinafter called the **DEVELOPER/BUILDER** (Which expression shall unless excluded by or repugnant to the context deemed to mean and include his/her/their heirs executors, administrators, legal representatives and/or assigns) of the **OTHER PART**

WHEREAS the land measuring about 4 satak equivalent to 2 cottah 6 chittak 32 Sq.ft more

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For Artisan
Pankaj Narayan Datta
Partner

or less **Bastu** in nature lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 84, Adhin Khatian No.- 102, Dag No.- 346 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality was originally belonged in the name of one Sukur Ali Mondal. Thereafter Prafulla Bala Devi purchase the said land from said Sukur Ali Mondal by the strength of a deed of sale being No.- 7607, dated 16.11.1951.

AND WHEREAS after demised of said Prafulla Bala Devi leaving behind her three daughter namely Chhaya Rani Mukherjee, Putul Rani Mukherjee and Rina Banerjee. They became the joint owner over the aforesaid land left by Prafulla Bala Devi by way of inheritance according to the Hindu Succession Act. During the enjoyed ejmali property jointly said Chhaya Rani Mukherjee, Putul Rani Mukherjee and Rina Banerjee transferred the said land and the present owner No.- 1 herein purchase the same by virtue of one Registered Deed of Sale which was registered and recorded in the A.D.S.R. Barasat, Vide Book No.- 1, Volume No.- 60, pages from 16 to 18, being No.- 3769 on 29.05.1978 and by the strength of this deed of sale said Maya Rani Mukherjee i.e the present owner became the owner of a land measuring about 4 satak equivalent to 2 cottah 6 chittak 32 Sq.ft more or less and her name also been recorded in the Govt. serestha and also mutated his name in the Madhyamgram Municipality, under Ward No.-22, Holding No.- 156 L.I.C. Road and also paid the taxes to the authority concern.

AND WHEREAS thereafter said Maya Rani Mukherjee i.e. the present owner No.- 1 became the absolute owner over the total land measuring about 4 satak equivalent to 2 cottah 6 chittak 32 Sq.ft more or less by the strength of the aforesaid deed of sale and have every right title and interest over the same and also have right to transfer or in any kind of transfer over the same which is morefully described in the first schedule written hereunder and also enjoying the peacefull possession by mutated her name before the Madhyamgram Municipality under Ward No.- 22, Holding No.- 156 L.I.C. Road and since then the present owner no.- 1 became the absolute owner over the aforesaid plot of land and also paying the rent and taxes to the authority concern without any interruption and

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have every right title and interest over the same and have/ had every right title and interest over the said land and the land is free from all encumbrances.

AND WHEREAS the land measuring about 8 ¼ Satak Bastu in nature equivalent to 5 Cottahs more or less lying and situated at Mouza – Udayrajpur, J.L. No. 43, Touzi No. 146, Re: Su: No. 6, Sabek Khatian No. 102, Malek Khatian No. 84, Dag No. 346, under P.S. – Barasat at present Madhyamgram, District – North 24 Parganas, within the local limits of Madhyamgram Municipality was originally belonged in the name of one Smt. Nirmala Bala Devi. She was the absolute owner over the aforesaid land by the strength of a Deed of Sale being No. 6319, dated 24/07/1956.

AND WHEREAS after demise of said Nirmala Bala Devi leaving behind her two sons namely Kalidas Mukhopadhyay and Shyamadas Mukhopadhyay and they became the joint owners over the aforesaid land left by Nirmala Bala Devi by way of inheritance according to the Hindu Succession Act. during the enjoyed ejmali property jointly said Kalidas Mukhopadhyay and Shyamadas Mukhopadhyay executed a amicable deed of partition in respect of the aforesaid property for better enjoyment respectively and the said deed of partition was registered and recorded in the A.D.S.R. Barasat, vide Book No. 1, Volume No. 132, pages from 112 to 114, being No. 10543 on 29/12/1970 and by the strength of this Deed of Partition said Shyamadas Mukhopadhyay became the owner of a land measuring about 4 1/8 Satak equivalent to 02 Cottahs 08 Chittacks more or less and his name also been recorded in the Govt. strength under L.R. Khatian No. 1999, Hal L.R. Dag No. 989, and also enjoyed the same by made one residential construction an area 927 Sq.ft. more or less and also mutated his name in the Madhyamgram Municipality, under Ward No, 22, Holding No. 155, L.I.C. Road, and also paid the taxes to the authority concern.

AND WHEREAS said Shyamadas Mukhopadhyay died on 15/11/1975 leaving behind his wife namely Maya Rani Mukherjee i.e. the present owner No. 1 and one son i.e. namely Asish Mukherjee i.e. the present owner No. 2 herein became the absolute owners over the aforesaid land and construction by way of inheritance and jointly enjoying the same as ejmali property.

AND WHEREAS thereafter said Maya Rani Mukherjee transferred her ½ undivided share

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of land and property by way of one registered deed of gift which was registered and recorded in the A.D.S.R. Barasat, Vide Book No.- 1, being No.- 150304496 , on 20.06.2016 in favour of the present owner no.- 2 and the present owner no.- 2 is the 1/2 undivided share of land and property by way of inheritance and also became the owner of 1/2 undivided share of land and property by the strength of deed of gift and accordingly the present owner no.- 2 is the owner over the total land measuring about 2 cottah 8 chittak more or less togetherwith 927 Sq.ft. residential pucca structure standing thereon and have every right title and interest over the same and also have right to transfer or in any kind of transfer over the same which is morefully described in the first schedule written hereunder and also enjoying the peacefull possession by mutated his name before the Madhyamgram Municipality under Ward No.- 22, Holding No.- 155 L.I.C. Road and also recorded his name in the Govt. seresthat under L.R.Khation No.- 2000, Dag No.- 346 and since then the present owner became the absolute owner over the aforesaid plot of land and also paying the rent and taxes to the authority concern without any interruption and have every right title and interest over the same and have/had every right title and interest over the said land and the land is free from all encumbrances.

AND WHEREAS the present owner no.- 1 is the absolute owner of a land measuring about 2 cottah 6 Chittak 32 Sq.ft. more or less and the present owner no.- 2 is the owner of a land measuring about 2 cottah 8 Chittak more or less and accordingly both the owner are owners of a total land measuring about 4 cottah 14 Chittak 32 Sq.ft. more or less which is free from all encumbrances.

AND WHEREAS the present Land Owners/First parties herein expressed their desire to develop the said land and building by constructing a multi-storied building thereupon but due to lack of financial capacity as well as no experience in construction work, they approached the Developer to develop the said land and building by constructing a proposed multi storied building thereupon at the cost and expenses of the Developer and after long bi-lateral talks between them, the land owners for the purpose of such construction are agreed to execute a registered Power of Attornies in favour of the developer partnership firm **M/S. ARTISAN** represented by its partners **(1) SRI KRISHNA PADA PAUL (2) SRI TAPAN SEN** the Developer and after mutual discussion of the parties are


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agreed to develop the said premises and executed one developer agreement with the terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH as follows:-

ARTICLE - 1 DEFINATION

- 1.1. ARCHITECT** shall mean any person or firm appointed or nominated by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.
- 1.2. LAWYER** shall mean duly engaged by the Developer.
- 1.3. BUILDING** shall mean the proposed multi storied building R.C.C. foundation super structure R.C. columns beams slabs, outside wall of 8" inches, inside wall 4" inches and partition wall 4" inches building to be constructed on the said premises of the land owners according to the drawing plan and specifications approved and duly signed by the land owners and to be sanctioned by the Madhyamgram Municipality and constructed in conformity with the details of construction/specification given in the Fourth Schedule hereunder written.
- 1.4. BUILDING PLAN** shall mean drawing plan and specifications for the construction of the said building to be sanctioned by the competent authority and shall include any renewal or amendments hereto and/or modification thereon made or caused to be made by the developer after duly approved and signature of the land owners or any other Government Authority at the cost of the Developer.
- 1.5. LAND OWNER** shall mean and include (1) **SMT. MAYA RANI MUKHERJEE, (PAN AEZPM6776Q)**, W/o. Late Shyamadas Mukherjee, by occupation - Housewife, by faith- Hindu, residing at Udayrajpur (Near L.I.C. Town Ship Pump House), P.O. & P.S.- Madhyamgram, Kolkata - 700 129, District North 24 Parganas, (2) **SRI ASISH MUKHERJEE, (PAN BRPPM9527F)**, S/o. Late Shyamadas Mukherjee, by occupation - Service, by faith- Hindu, residing at Udayrajpur (Near L.I.C. Township Pump House), P.O. & P.S.- Madhyamgram, Kolkata - 700 129, District North 24 Parganas, his/her/ their legal heirs executors, successors, administrators and legal representatives.
- 1.6. DEVELOPER** shall mean and include **M/S. ARTISAN, (PAN AAVFA8353K)**, a partnership

firm having its office at 111/8 Debigarh, Bijali Park, P.O. & P.S.- Madhyamgram District North 24 Parganas, Kolkata - 700 129, Represented by its partners.

(1) SMT. SARBARI MAJUMDAR (PAN AHBPM1211H), W/o.- Sri Pradip Kumar Majumdar, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at 271 Shyamnagar Road, Flat No.- 71, Block - F, 4th floor, P.O.- Bangur Avenue, P.S.- Dum Dum, District North 24 Parganas, Kolkata - 700 055, **(2) SMT. ANJANA BHATTACHARJEE (PAN AEDPB9209F)** W/o.- Sri Samir Baran Bhattacharjee, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at Debdaspally, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(3) SRI UTPAL BHADRA (PAN AEFPB9161E)** S/o.- Late Kumud Bandhu Bhadra, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at P-54, L.I.C. Township, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(4) SRI PANKAJ NARAYAN DATTA (PAN ACVPD0315J)** S/o.- Late Hem Ranjan Datta, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at P-59, L.I.C. Township, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129.

Represented by their constituted attorneys as well as the partners of the aforesaid partnership business **(1) SRI KRISHNA PADA PAUL (PAN AKOPP3826B)** S/o.- Late Jatindra Nath Paul, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at South Bankimpally, P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, **(2) SRI TAPAN SEN (PAN AZJPS6561L)** S/o.- Late Sanat Sen, by faith - Hindu, by occupation- Business, by Nationality - Indian, residing at Gunjalika-II, Flat No.- 3D, Debigarh 4 No.; P.O. & P.S.- Madhyamgram, District North 24 Parganas, Kolkata - 700 129, for the time being and his/her/their respective heirs, executors, administrators and successors.

1.7 PREMISES shall mean and include present owner no.- 1 namely Maya Rani Mukherjee is the owner of **ALL THAT** piece and parcel of **Bastu** land measuring about 2 cottah 6 chittak 32 sq.ft, land more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabek Khatian No.- 84, Adhin Khatian No.- 102, Hal L.R. Khatian No.- 1998, Dag No.- 346, Hal L.R. Dag No.- 988 & 987 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within

the local limits of Madhyamgram Municipality under Ward No. 22, Holding No. 156, L.I.C. Road Kolkata – 700129, present owner No. 2 Asish Mukherjee is the owner of ALL THAT Piece and parcel of Bastu land measuring about 2 Cottahs 8 Chittacks more or less along with 927 Sq.ft. one storied pucca construction thereon lying and situated at Mouza – Udayrajpur, J.L. No. 43, Touzi No. 146, RE: Su: No. 6, Sabek Khatian No. 84, Adhin Khatian No. 102, Hal L.R. Khatian No. 2000, Dag No. 346, Hal L.R. Dag No. 988 under P.S. – Barasat at present Madhyamgram, District – North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No. 22, Holding No. 155, L.I.C. Road, Kolkata – 700129 which is morefully described in the First Schedule herein under written.

Accordingly both the owner are owners of a total land measuring about 4 Cottahs 14 Chittacks 32 Sq.ft. more or less which is morefully described in the First Schedule herein under written.

1.8 **SUPER BUILTUP AREA** shall mean and include the space in the building available for independent use and occupation including the space demarcated for common facilities and service, according to the sanction building Plan sanctioned by Madhyamgram Municipality.

1.9 **COMMON FACILITIES** shall mean and include corridors, stairways, roof and other space ad facilities, whatsoever required for establishment enjoyment, maintenance and management of the building as shall be determined by the Architect of the building.

1.10 The name of the said multi-storied building shall be decided by the Developer.

1.11 **LAND OWNERS' ALLOCATION** shall mean the Developer shall liable to handover one Flat and one shop put of the constructed are as per sanctioned plan of the proposed multi-storied building to the present owners namely Maya Rani Mukherjee and Asish Mukherjee as follows :-

a) One habitual residential Flat on the First Floor in front side measuring about 1250 Sq.fr. including Super Built up Area more or less from the proposed building which will be standing over the owners' land including proportionate share of stair and lift in favour of the owners/ First parties jointly by the developer which is morefully and particularly described in the Second Schedule written hereunder.


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