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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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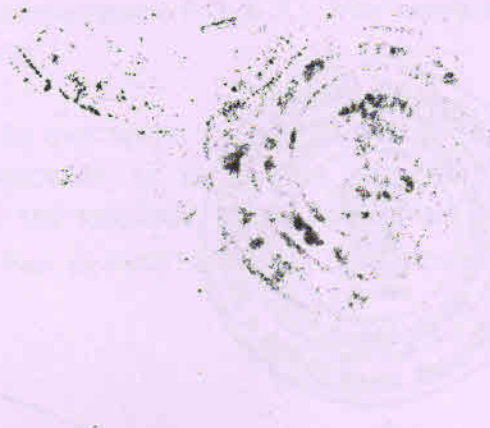
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 Additional District Sub-Registrar
 Baraset, North 24 Parganas
 07 DEC 2016

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT is made on this the 7th day of December, Two Thousand Sixteen (2016 A.D.) of Christian Era.

Chitta Ranjan Sarkar

[Signature]
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For *Antesan*
Tankar Narayan Datta.
 Partner

KNOWN ALL MEN THESE PRESENTS (1) SRI CHITTARANJAN SARKAR S/o. Late Raj Mohan Sarkar, (2) SRI PRAFULLA SARKAR (PAN NO. ALFPS6998H) S/o. Late Raj Mohan Sarkar, both by Faith : Hindu, by Occupation : Service, by Nationality : Indian, (3) SMT. KUSUM SARKAR (PAN NO. ECXPS1341M) W/o. Late Ramani Ranjan Sarkar, by Faith : Hindu, by Occupation : Housewife, by Nationality : Indian, and (4) SMT. FALGUNI SARKAR (PAN NO. AUFPS5351P) W/o. Sri Deb Kumar Sarkar, D/o. Late Ramani Ranjan Sarkar, by Faith : Hindu, by Occupation : Service, by Nationality : Indian, all are residing at L.I.C. Road, Vill. & P.O. Udayrajpur, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129.

A N D

M/s. ARTISAN (PAN AAVFA8353K) a Partnership Firm having its registered office at 111/8, Debigarh, Bijoli Park, P.O. Madhyamgram, P.S. Barasat, District North 24 Paranas, Kolkata 700 129, West Bengal, represented by its Partners.

(1) SM. SARBARI MAJUMDAR (PAN NO. 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, Dist : North 24 Parganas, Kolkata - 700 055, (2) SMT. ANJANA BHATTACHARJEE (AEDPB9209F) W/o. Sri Samir Baran Bhattacharjee, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at Debdasally, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (3) SRI UTPAL BHADRA (PAN NO. AEFPB9161E) S/o. Late Kumud Bandhu Bhadra, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at P-54, L. I. C. Township, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (4) SRI PANKAJ NARAYAN DATTA (PAN NO. ACVPD0315J) S/o. Late hem Ranjan Datta, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at P-59, L. I. C. Township, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129.

Represented by their lawful true and Constituted Attorney by virtue of Attorney being No. 150300545, Dt, 28/06/2016, in the A.D.S.R.O. Barasat, as well as the partners (1) SRI KRISHNA PADA PAUL (PAN NO. AKOPP3826B) S/o. Late Jatindranath Paul, by Faith : Hindu, by Occupation : Business, by Nationality :


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For *Artisan*
Pankaj Narayan Datta
Partner

Indian, residing at South Bankimpally, Madhyamgram, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, (2) **SRI TAPAN SEN (PAN NO. AZJPS6561L)** S/o.Late Sanat Sen, by Faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at Gunjalika - II, Flat No. 3D, Debigarh Lane No. 4, P.O. & P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata 700 129, hereinafter referred to as the **DEVELOPER / BUILDER** (Which expression or terms unless excluded by or repugnant to the context deemed to mean and include his/her/their legal heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS the land measuring about 30 satak more or less **Hal Bastu** in nature lying and situated at Mouza – Udayrajpur, J.L. No. 43, Touzi No. 146, Re-sa No. 6, under Khatian No. 655, Malik Khatian No. 651, Dag No. 351, under P.S. Madhyamgram, Dist. North 24 Parganas, within the local limits of Madhyamgram Municipality was purchased by the father/ husband/ grandfather of the present owners/ first part herein namely Raj Mohan Sarkar alongwith three others namely Suniti Sundari Sarkar, Jagatbandhu Mistri and Siddheswar Halder by virtue of one registered deed of sale which was registered in the Sub-Registry of Barasat recorded in Book No. – 1, Volume No. 81, pages from 52 to 53 being No. 6876 on 26/09/1951 from Jafar Ali Mondal and others. Thereafter Raj Mohan Sarkar alongwith three others namely Suniti Sundari Sarkar, Jagatbandhu Mistri and Siddheswar Halder became the absolute owner over the said property and jointly enjoyed the same.

AND WHEREAS while said Suniti Sundari Sarkar and 3 others were possessing the said land, they amicably partitioned their respective share of land by demarcating their portion. According to the said partition said Suniti Sundari Sarkar got 14 decimal land in Dag No 351, J.L. No 43, Re –sa No 06, Touzi No 146 and became absolute owner and possessing the said land without any interference of other Co-sharers and duly recorded her name in the Government office under Khatian No 5024 in dag No 956 and had been possessing the same by paying rent and taxes to the authority concern.

AND WHEREAS said according to the said amicable partition said Sri Rajmohan Sarkar became absolute owner in respect of more or less 13 decimal land and possessing their respective share of land without any interference of other Co – sharers and had been possessing the same by paying rent and taxes to the authority concern.

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AND WHEREAS according to the said mutual partition said Rajmohan Sarkar became absolute owner of a piece and parcel of land measure about .13 i.e. in Bengali measurement 07 Cottahs 13 Chittaks 43 Sq. ft. land within Mouza Udayrajpur under Khatian No. 655, malik Khatian No 651 in Dag No 351, J.L. No 43, Re -sa No 06, Touzi No 146 and became absolute owner of their respective land and possessing the said land without any interference of other Co-sharers.

AND WHEREAS said Raj Mohan Sarkar peacefully possessing his land, he died on 09/02/1966 intestate leaving behind his wife namely Smt. Binoda Sarkar died on 24/12/1993, three sons namely Sri Chittaranjan Sarkar, Sri Prafulla Sarkar and Sri Ramani Ranjan Sarkar and one daughter Smt. Bijanbasini Halder as his only legal heirs of his share of property.

AND WHEREAS subsequently Ramani Ranjan Sarkar died on 27/12/1997 intestate leaving behind his wife namely Smt. Kusum Sarkar, one unmarried son namely Tapas Sarkar died on 30/06/2012 and one Daughter namely Smt. Falguni Sarkar as his only legal heirs of his share of property.

AND WHEREAS subsequently Smt. Bijanbasini Halder died on 19/01/2006 intestate leaving behind her husband namely Sri Siddheswar Halder, one son namely Sri Subhash Halder and five daughters namely Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das as her only legal heirs of her share of property.

AND WHEREAS now said Sri Siddheswar Halder, Sri Subhash Halder, Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das became the absolute joint owners in respect of their share of land of the said 13 decimal by way of inheritance.

AND WHEREAS in the recent L.R. settlement said 13 decimal of land was recorded in the name of Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar, Sri Tapas Sarkar and Smt. Falguni Sarkar under L.R.Khatian No. 1833, 1981, 1982, 5633, 5634, 5635 in L.R. Dag No. 955.

AND WHEREAS now Sri Siddheswar Halder, Sri Subhas Halder, Smt. Anjali Halder, Smt. Rina Halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das who are become the joint owners of undivided 1/4th share left by their wife/ mother Bijanbasini Halder, jointly and severally intend to gift their share of land to their uncle and wife of uncle and nephew, donees herein and the donees have agreed to accept the gift property.

AND WHEREAS by deed of gift said Sri Siddheswar Halder, Sri Subhas Halder, Smt. Anjali Halder, Smt. Rina halder, Smt. Usha Mallick, Smt. Sandhya Sarkar and Smt. China Das out of their love and affection and respect gifted their undivided $1/4^{\text{th}}$ share i.e. **1 cottaha 15 Chittachs 22 Sq ft.** with one storied dilapidated building measuring about more or less **200 sq ft.** in the total land measuring more or less .13 decimal i.e. 7 Cotthas 13 Chittaks 43 sq ft. with two one storied dilapidated building measuring about more or less 400 sq. ft. each situated and lying within Mouza Udayrajpur under Khatian No. 655, malik Khatian No 651 in Dag No 351, corresponding L.R. Khatian No. 1833,1981,1982,5633,5634,5635 in L.R. Dag No. 955. J. L. No 43, Re-sa No 06, Touzi No 146, Ward No. 22 , L. I. C. Road within the local limit of the Madhyamgram Municipality, Vill. & P.O. Udayrajpur, Police Station Madhymgram , District North 24 parganas to Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar for the consideration mentioned therein and said deed of gift was registered in the office of the A.D.S.R. Barasat, recorded in Book No I, being Deed No. 6957 for the year 2016.

AND WHEREAS thus the present owners namely Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar became the joint owners of **ALL THAT** piece and parcel of land measuring about more or less **7 Cotthas 13 Chittaks 43 sq ft.** with one storied two building measuring about more or less 800 sq. ft. total situated and lying within Mouza Udayrajpur, under Khatian No. 655, malik Khatian No 651 in Dag No. 351, corresponding L. R. Khatian No. 1833,1981,1982,5633,5634,5635 in L.R. Dag No. 955. J. L. No 43, Re-sa No. 06, Touzi No 146, ward No. 22, Holding No. 171/A, L. I. C. Road within the local limit of the Madhyamgram Municipality, Vill. & P.O. Udayrajpur, P.O. Madhymgram, Dist. North 24 parganas by way of inheritance and by a deed of gift.

AND WHEREAS during enjoying the said property jointly the present owners namely Sri Chittaranjan Sarkar, Sri Prafulla Sarkar, Smt. Kusum Sarkar and Smt. Falguni Sarkar amicably portioned the aforesaid property by the strength of one Registered deed of Partition which was registered and recorded in the A.D.S.R. Barasat, being No. 0543 on 2016 and by the strength of this deed of partition Sri Chittaranjan Sarkar herein became the owner **ALL THAT** piece and parcel of land measuring about more or less **2 Cottahs 9 Chittaks 44 Sq. ft** with one storied dilapidated building measuring about 267 Sq. feet, Sri Prafulla Sarkar herein became the owner **ALL THAT** piece and parcel of land measuring about more or less **2 Cottahs 10 Chittaks** with one storied dilapidated building measuring about

Chittaranjan Sarkar

266 Sq. Ft., and Smt. Kusum Sarkar and Smt. Falguni Sarkar jointly herein became the owners ALL THAT piece and parcel of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft with one storied dilapidated building measuring about 267 Sq. feet, and also mentioned in the said deed of partition and all the land amalgamated in one plot i.e. measuring about 13 Decimal equivalent to 7 Cottah 13 Chittacks 43 Sq.ft. more or less alongwith two one storied dilapidated building measuring about more or less 800 sq. ft. total within the local limits of Madhyamgram Municipality, under Ward No. 22, Holding No. 171/A, L.I.C.Road and also paid the 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 aforesaid property and the property is free from all encumbrances.

AND WHEREAS the present owners are the absolute owners of a land measuring about 13 Decimal i.e. 7 Cottah 13 Chittacks 43 Sq.ft. more or less alongwith two one storied dilapidated building measuring about more or less 800 sq. ft. total i.e. Sri Chittaranjan Sarkar herein became the owner of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft with one storied dilapidated building measuring about 267 Sq. feet, Sri Prafulla Sarkar herein became the owner of land measuring about more or less 2 Cottahs 10 Chittaks with one storied dilapidated building measuring about 266 Sq. feet and Smt. Kusum Sarkar & Smt. Falguni Sarkar jointly herein became the owners of land measuring about more or less 2 Cottahs 09 Chittaks 44 Sq. ft with one storied dilapidated building measuring about 267 Sq. feet and accordingly all the first part herein are owners of a total land measuring about 13 Decimal equivalent to 7 Cottah 13 Chittacks 43 Sq.ft. more or less alongwith two one storied dilapidated building measuring about more or less 800 sq. ft. total which is free from all encumbrances.

AND WHEREAS the present 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 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 execute a registered Power of Attorneys in favour of the developer partnership firm M/S. ARTISAN represented by it's partners (1) **SRI KRISHNA PADA PAUL** (2) **SRI TAPAN SEN** the Developer and after mutual discussion of the parties are 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) **SRI CHITTARANJAN SARKAR** S/o. Late Raj Mohan Sarkar by Occupation Service, by Faith Hindu, by Nationality Indian residing at Village & P.O. Udayrajpur, P.S. Madhyamgram, Dist. : North 24 Parganas, Kolkata - 700129 (2) **SRI PRAFULLA SARKAR** S/o. Late Raj Mohan Sarkar by Occupation Service, by Faith Hindu by Nationanilty Indian Vill. & P.O. Udayrajpur, P.S. Madhyamgram, Dist. : North 24 Parganas, Kolkata - 700129, (3) **SMT. KUSUM SARKAR** W/o. Late Ramani Ranjan Sarkar by Occupation Service, by Faith Hindu, by Nationality Indian residing at Village & P.O. Udayrajpur, P.S. Madhyamgram, Dist.: North 24 Parganas, (4) **SMT. FALGUNI SARKAR** W/o. Sri Debkumar Das and D/o. Late Ramani Ranjan Sarkar by Occupation Service, by Faith Hindu, by Nationality Indian residing at Village & P.O. Udayrajpur, P.S. Madhyamgram, Dist. : North 24 Parganas, Kolkata - 700129 his/her/their legal heirs executors, successors, administrators and legal representatives.

1.6. **DEVELOPER** shall mean and include **M/S. ARTISAN, (PAN AAVF8353K)**, 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 attornies 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 **ALL THAT** piece and parcel of total Hal **Bastu** land measuring about 13 satak equivalent to 7 cottah 13chittak 43 Sq.ft. more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabek Khatian No.- 655, Malek

Khatian No. 651, Hal L.R.Khatian No. 1833,1981,1982,5633,5634,5635, Sabek Dag No. 351, Hal L.R. Dag No. 955 under P.S. Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No. 22, Holding No. 171/A, L.I.C Road, Kolkata – 700129 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 Sanctioned Building Plan sanctioned by Madhyamgram Municipality.

1.9 COMMON FACILITIES shall mean and include corridors, stairways, roof and other space and 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 hand over Five Flats measuring about total 3981 Sq.ft. more or less (covered area) and One car parking space measuring about 120 Sq.ft. more or less, areas written hereunder out of the constructed area as per sanctioned plan of the proposed multi-storied building to the owners as follows:-

- A) (i) One habitual residential flat on the 3rd Floor on the South-West Side
(ii) Two habitual residential flats on the 3rd Floor, one on the South-East Side and another one on the East Side including one car parking space and (iii) Two habitual residential flats on the 1st Floor, one on the South-East Side and another one on the East Side.

All the aforesaid flats/ car parking space from the proposed building which will be standing over the owners' land hand over by the Developer which is morefully and particularly described in the Second Schedule written hereunder.

The Developer shall mean pay non refundable amount of Rs. 12,91,228/- (Rupees Twelve Lacs Ninty-one thousand Two hundred Twenty-eight only) in the following manner:-

- i) At the date of signing this agreement Rs.6,00,000/- (Rupees Six Lacs only).
- ii) The developer will ~~be pay~~ pay a part of non-refundable amount of Rs. 4,00,000/- (Rupees Four Lacs only) after all roof casting of the proposed multi-storied building.