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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.

P-256604/16

11.7.16

at 10 P.M

Additional District Sub-Registrar
Barasat, North 24 Parganas

DEVELOPER AGREEMENT

12/07/16

Lekha Ghosh

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. LEKHA GHOSH, (PAN BKDPG4090E), D/o. Late Jitendra Bhusan Ghosh, by occupation - House-hold work, (2) SRI SHIB SANKAR GHOSH, (PAN BKDPG4089D), S/o. Late Jitendra Bhusan Ghosh, by occupation - Business, both are by faith-Hindu, both are residing at Holding No.- 158, L.I.C. Town Ship, Udayrajpur (Near Pump House) Ward No.- 22, 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.

(Signature)
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For *Artisan*
(Signature)
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 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 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 cottah 8 chittak more or less lying and situated at

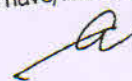
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For *Artisan*
Tankar Narayan Datta
Partner

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Mouza - Udayrajpur, J.L. No.- 43, Re-Sa No.- 6, Touzi No.- 146, Sabek Khatian No.- 102, Hal L.R. Khatian - 1997, Dag No.- 346, L.R. Dag No.- 987, under Police Station Barasat at present Madhyamgram and Additional District Sub-Registry Office at Barasat, in the District of North 24 parganas was originally belonged in the name of **Krishna Das Bandopadhyay** who enjoyed the said land by the strength of a deed of sale being No.- 6461 for the year 1956 which was registered and recorded in the Sub Registry office at Barasat recorded in Book No.- 1, Volume No.-58, Pages from 273 to 275 on 01.08.1956 from one Smt. Prafulla Bala Devi and during the peaceful possession said **Krishna Das Bandopadhyay** further purchased the same for ingress and egress for other easement right by a deed of sale in the benami of his son namely Amal Kumar Bandopadhyay which was registered and recorded in the District Sub Registry office at Barasat recorded in Book No.- 1, being No.- 3668 on 03.05.1971 and since then said **Krishna Das Bandopadhyay & Amal Kumar Bandopadhyay** became the absolute owner over the aforesaid plot of land by paid all rents and taxed to the proper competent authority.

AND WHEREAS said Krishna Das Bandopadhyay & Amal Kumar Bandopadhyay jointly transferred their aforesaid land measuring about 4 cottah 8 chittak more or less alongwith uses right in the passage in favour of the **Anita Ghosh** by virtue of one registered deed of sale which was registered in the District Registry Office at Barasat, recorded in Book No.- 1, Volume No.- 110, Pages from 357 to 368 being No.- 6973 on 07.12.1988 and said **Anita Ghosh** transferred the aforesaid land in favour of her son and daughter namely Lekha Ghosh and Shib Sankar Ghosh i.e. the present owners herein by virtue of one registered deed of gift which was registered in the District Registry Office at Barasat, recorded in Book No.- 1, C.D. Volume No.- 1503, Pages from 17948 to 17966, being No.- 714 on 02.02.2016 became the absolute owner of the land measuring about 4 cottah 8 chittak more or less and also enjoying the peaceful possession by mutated her name before the Madhyamgram Municipality under Ward No.- 22, Holding No.- 158 L.I.C Road and since then the present owners became the absolute owners 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

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title and interest over the said land and the land 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 between 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" inchs, inside wall 4" inchs and partition wall 4" inchs 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. LEKHA GHOSH, (PAN BKDPG4090E)**, D/o. Late Jitendra Bhusan Ghosh, by occupation - House-hold work, **(2) SRI SHIB SANKAR GHOSH, (PAN BKDPG4089D)**, S/o. Late Jitendra Bhusan Ghosh, by occupation - Business, both are by faith- Hindu, both are residing at Holding No.- 158, L.I.C. Town Ship, Udayrajpur (Near Pump House) Ward No.- 22, 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 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 land measuring about 4 cottah 8 chittak more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Re-Sa No.- 6, Touzi No.- 146, Sabek Khatian No.- 102, Hal L.R. Khatian No.- 1997, Dag No.- 346, Hal L.R. Dag No.- 987, under Police Station Barasat at present Madhyamgram and Additional District Sub-Registry Office at Barasat, in the District of North 24 parganas within Madhyamgram Municipality, under Ward No.- 22, Holding No.- 158 L.I.C. Road, which is morefully described in the First Schedule herein under written.

Accordingly both the owner are owners of a total land measuring about 4 cottah 14 Chittak 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 FACILITICS 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 determind 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 OWNER S'ALLOCATION shall mean the Developer shall liable to hand over two flats of the constructed area as per plan sanctioned out of total constructed area of the proposed multi-storied building as follows:-

- a) One habitual residential flat on the first floor measuring about 1000 Sq.ft. super built

up area in deffierent side and One habitual residential flat on the Top floor in deffierent side 900 Sq.ft super built-up area.

b) The Developer shall pay non refundable amount of Rs. 25,00,000/- (Rupees Twenty five lakh) only in the following manner:-

i) Rs. 5,00,000/- (Rupees Five lakh) only has all ready been paid by the developer to the owners.

ii) At the date of signing of this agreement Rs. 5,00,000/- (Rupees Five lakh) only.

iii) Further Rs. 5,00,000/- (Rupees Five lakh) only to be paid after casting of second floor roof of the proposed building.

iv) Rest amount of Rs. 10,00,000/- (Rupees Ten lakh) only will be paid after completion of the proposed building and/or before hand over the owner's allocation.

It is mentioned here that if the flat measurement will be varied by physical status, in such case both the parties are agreed to adjust each and other as market price.

1.12 DEVELOPER'S ALLOCATION shall mean and include the remaining portion [save and except the owners' allocation] and top of the Roof, right of the proposed multi-storied building together with undivided proportionate share of land comprised in the premises after providing owners' allocation as aforesaid which is more fully described in the Third Schedule written hereunder.

ARTICLE - II PLAN

2.1 This agreement shall be deemed to have commenced on and with effect from the date of the execution of these presents subject to availability of sanction plan .

2.2 Immediately after the execution of this agreement the Developer in consultation with a qualified architect prepares a plan for the construction of the building and submit the same before the competent authority and for the purpose of submitting the plan the owner shall extend his co-

operation. The owner shall also execute a registered General Power of Attornies in favour of **(1) SRI KRISHNA PADA PAUL**, 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**, 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 i.e. the Developer to represent from time to time before the competent authority/authorities. The Developer shall obtain all permission and approvals as required by law and bear all costs, charges and expenses as may be necessary or be required from time to time for the purpose of sanctioning the plan.

2.3 The Developer shall bear and pay all such charges for the sanction of the building as shall be required by the competent authority.

2.4 All application and other necessary papers and document and drawing plan and specification in connction with the construction of the said building shall be signed by the owner and submitted by the Developer who shall pay and bear all fees charges and expenses required to be paid or deposited. And the owner also get permission for Developement/Sale permission from the competent authority.

ARTICLE - III DEVELOPER'S RIGHTS

3.1 The Developer shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against the property subject to observance of all terms and conditions contained herein.

3.2 The land owners hereby grant subject to what have been hereunder provided exclusive right to the Developer to build the proposed new building upon the said permises in accordance with the plan to be sanctioned by the Madhyamgram Municipality in the name of the land owners.

3.3 That the Developer shall carry the demolishing and/or construction work at his/her/their own cost in a most skilful manner and shall remain fully liable for all its acts, deeds and things whatsoever. The old building materials will be the property of the Developer. The Developer shall

dispose of the present existing structure standing over the first schedule property at its own risk and cost of the Developer and shall receive the amount of such disposal.

3.4 That Booking from intending purchasers for Developer's allocation will be taken by the Developer and the agreement with the intending purchasers will be signed in their own names on behalf of the owner and as well as attorney and self.

3.5 That the selling rate of the Developer's allocation will be fixed by the Developer without any permission or consultation with the owners. The profit & loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the owners' allocation on account of loss or vice versa on account of profit from Developer's allocation.

3.6 Developer is empowered to collect consideration money from the sale of Developer's Allocation from the intending purchasers and issue money receipt in its own named more over take advance of consideration money from the intending purchasers for Developer's allocation only.

3.7 That on completion of the proposed multi storied building when the flat/flats/shop/shops/ car parking space are ready for giving possession, the Developer shall put the land owners' allocation. The possession letter will be signed by the Developer as the representative and Power of Attorney holder of the owners. The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holder of the owners and the owners will sign the Deed of Conveyance as Vendor if needed.

3.8 All construction cost will be borne by the Developer and no liability on account of construction cost will be charged from owners' allocation.

ARTICLE - IV CONSIDERATION

4.1 The Developer has agreed to build the said proposed building at its own cost and expenses and owners shall not be required to contribute any sums towards the construction of the said building or otherwise.

4.2 In consideration of the owners having agreed to grant exclusive right for developing the said premises in addition to the owners' allocation as herein provided, as mentioned above.