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

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or

व: 20 P.M

(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 PERSENT SRI MIHIR MUKHERJEE, (PAN BQRPM5790F), S/o. Late Kalidas Mukherjee, by occupation - Service, by faith- Hindu, residing at L.I.C. Town Ship, P.O. & P.S.- Madhyamgram, Kolkata - 700 129, District North 24 Parganas, hereinafter referred to as the **OWNER** (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.**

Mihir Mukherjee

(Signature)
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For Artisan
Tankaj 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 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 $8\frac{1}{4}$ satak **Bastu** in nature equivalent to 5 cottah

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For *Artisan*
Pankaj Narayan Datta
Partner

more or less lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak 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 demised of said Nirmala Bala Devi leaving behind her two son namely Kalidas Mukhopadhyay and Shyamadas Mukhopadhyay and they became the joint owner 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 Kalidas Mukhopadhyay became the owner of a land measuring about $4 \frac{1}{8}$ satak equivalent to 2 cottah 8 chittak more or less and his name also been recorded in the Govt. serestha under L.R. Khatian No.- 1999, Hal L.R. Dag No.- 988 and also enjoyed the same by made one residential construction an area 517 Sq.ft. more or less and also mutated his name in the Madhyamgram Municipality, under Ward No.-22, Holding No.- 157 L.I.C Road and also paid the taxes to the authority concern.

AND WHEREAS said Kalidas Mukhopadhyay died on 27.12.2012 and his wife Bina Mukherjee also died 08.02.2001 leaving behind their two daughter i.e. namely Anjali Roy Choudhury & Rupa Chatterjee and one son i.e. namely Mihir Mukherjee the first part herein became the absolute owner over the aforesaid land and construction by way of inheritance and jointly enjoying the same as ejmali property.

AND WHEREAS thereafter said **Anjali Roy Choudhury & Rupa Chatterjee** transferred their 2/3rd undivided share of land and property (i.e. 1/3rd each) by way of one registered deed of gift which was registered and recorded in the A.D.S.R. Barasat, Vide Book No.- 1, Volume No.- .1503, pages from 118408 to 118431, being No.- 150304515, on 20.06.2016, in favour of present owner and the present owner is the 1/3rd undivided share of land and property by way of inheritance and

also became the owner of 2/3rd undivided share of land and property by the strength of deed of gift and accordingly the present owner/first part is the owner over the total land measuring about 2 cottah 8 chittak more or less togetherwith residential pucca structure measuring an area 517 Sq.ft. 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.- 157 L.I.C 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 Land Owner/First party herein expressed his 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, he 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 owner 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, (PAN AAVFA8353K)**, 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" 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 **SRI MIHIR MUKHERJEE, (PAN APGPC1382A)**, S/o. Late Kalidas Mukherjee, by occupation - Service, by faith- Hindu, residing at L.I.C. Town Ship, 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 **ALL THAT** piece and parcel of **Bastu** land measuring about 2 cottah 12 chittak 42 sq.ft, land more or less alongwith 517 Sq.ft one storied pucca construction thereon lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Sabak Khatian No.- 102, Malek Khatian No.- 84, Hal Khatian No.- 1999, Dag No.- 346, Hal Dag No.- 988 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No.- 7, Holding No.- 157, Kolkata - 700 129 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 one flat out of the constructed area as per plan sanctioned of the proposed multi-storied building as follows:-

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a) One habitual residential flat on the first floor in any side measuring about 750 Sq.ft. super built up area more or less from the proposed building which will be standing over the owner's land including proportionate share of stair and lift in favour of the owner/first party by the developer which is more fully and particularly described in the Second Schedule written hereunder.

b) The Developer shall pay non refundable amount of Rs. 15,00,000/- (Rupees Fifteen lakh) only in the following manner:-

- i) At the date of signing of this agreement Rs. 11,40,000/-
- ii) Rest amount of Rs. 3,60,000/- 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 connection 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 Development/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 premises 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 name and 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.

4.3 Apart from the aforesaid consideration which has already been made by the Developer to the owners as indicated in first clause i.e. 1 - 11 (a) & (b) of this articles hereinabove written, the Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and/or this development agreement and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows :-


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- a] Space allocation to the owners.
- b] Cost charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Madhyamgram Municipality.
- c] Cost charges and expenses in covered for construction, crection and completion of the said new building at the said premises.
- d] Cost, charges and expenses incurred for engaged of Engineer if any.
- e] Fees payable to architect and the Engineers as also fees payable to the Madhyamgram Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage water connction and any other connctions.
- f] Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the premises.
- g] Cost of supervision of construction of the owner's allocation of the said premises.

ARTICLE - V DEALING OF SPACE IN THE BUILDING

- 5.1** The Developer shall on completion of the building put the land owners in undisputed possession of the owners' allocation **TOGETHERWITH** all rights of the common facilities and amenities.
- 5.2** The owners shall be entitle to transfer or otherwise deal with owners' allocation in the building. The Developer shall not put in any interference by any means with or disturb the quiet and peacefull possession of the Owners' allocation.
- 5.3** The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer the same subject to the provision hereof and the owners shall not put in any way interfere with or disturb the quiet and pecaeffull possession of the developer's allocation.
- 5.4** In so far necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning the developer's allocation on