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Certified that the Document is Admitted for  
Registration the Signature Sheet / Sheets, the  
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this Document are the part of this Document.

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Q-256753/16

13-7-16

at  
5:00 P.M.

Additional District Sub-Registrar  
Barasat, North 24 Parganas  
14/07/16

## DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT is made on this the 13<sup>th</sup> day of July Two Thousand Sixteen (2016 A.D.) of Christian Era.

KNOWN ALL MEN BY THESE PERSENTS (1) SMT. NILIMA SAHA ROY (PAN AKTPS0267N), W/o. Sri Amal Saha Roy, D/o. Late Aditya Prasad Sarkar, by occupation - Housewife, by faith- Hindu, residing at F-42/6 Karunamoyee Housing Estate, Salt Lake City, Kolkata - 700 091, (2) SRI SACHINDRA NATH SARKAR, S/o. Late Aditya Prasad Sarkar, by occupation - Service, by faith- Hindu, residing at Vill. & P.O.- Udayrajpur, P.S.- Mad'nyamgram, Kolkata - 700 129, District North 24 Parganas, (3) SMT. BELA SAMADDAR, W/o. Sri Rabin Samaddar, D/o. Late Aditya Prasad

Nilima Saha Roy

  
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For *Artisan*  
*Fankar Narayan Datta*  
Partner

Sarkar, by occupation - Housewife, by faith- Hindu, residing at 174 Dr. B.C. Roy Sarani, P.O. & P.S.- New Barrackpore, Kolkata - 700 131, District North 24 Parganas, **(4) SMT. TAPATI SARKAR (PAN BIVPS0344F)**, D/o. Late Aditya Prasad Sarkar, by occupation - Service, by faith- Hindu, residing at Suromaya Nikatan, Flat No.- 2/1 Basu Nagar, 2  $\frac{1}{2}$  No. gate, 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.**

**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. PANJANA 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 30 satak more or less **Hal Bastu** in nature lying and situated at Mouza - Udayrajpur, J.L. No.- 43, Touzi No.- 146, Re-Su No.- 6, Khatian No.- 655, Malek Khatian No.- 651, Dag No.- 351 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality was purchased by the mother of the present owners/first part herein namely Suniti Sundari Sarkar alongwith three others namely Raj Mohan Sarkar, Jagatbandhu Mistri and Siddhaswar 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 Suniti Sundari Sarkar alongwith three others namely Raj Mohan Sarkar, Jagatbandhu Mistri and Siddhaswar Halder became the absolute owner over the said property and jointly enjoyed the same.

**AND WHEREAS** thereafter said Suniti Sundari Sarkar alongwith three others namely Raj Mohan Sarkar, Jagatbandhu Mistri and Siddhaswar Halder amicably partitioned the said property measuring about 30 satak more or less between them and by the strength of this amicable partition said Suniti Sundari Sarkar became the absolute owner over the land measuring about 14 satak more or less in Dag No.- 351 by specific demarcation and also enjoyed the said land by mutated her name in the Govt. serestha under L.R. Khatian No.- 5024, L.R. Dag No.- 956 and also the local Madhyamgram Municipality without any interruption.

**AND WHEREAS** said Suniti Sundari Sarkar @ Suniti Sarkar died on 22.11.2011 and her husband namely Aditya Prasad Sarkar prior died on 08.08.2000 and their one unmarried daughter namely Arati Sarkar died on 05.08.2013 leaving behind the present owners herein namely Smt. Nilima Saha Roy, Sri Sachindra Nath Sarkar, Smt. Bela Samaddar and Smt. Tapati Sarkar. They

  
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became the joint owner over the aforesaid land left by Suniti Sundari Sarkar @ Suniti Sarkar by way of inheritance according to the Hindu Succession Act. During enjoying the said ejmali property jointly the present owners namely Smt. Nilima Saha Roy, Sri Sachindra Nath Sarkar, Smt. Bela Samaddar and Smt. Tapati Sarkar amicably partitioned the aforesaid property by the strength of one Registered deed of partition which was registered and recorded in the A.D.S.R. Barasat, Vide Book No.- 1, C.D. Volume No.- 1503, pages from 117780 to 117816, being No.- 150304512 on 20.06.2016 and by the strength of this deed of partition all the owners herein are became the owner of land measuring about 2 cottah more or less each respectively and also mentioned in the said deed of partition and all the land are amalgamated in one plot i.e. measuring about 14 satak more or less which is within the local limits of Madhyamgram Municipality, under Ward No.-22, Holding No.- 170/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 said land and the land is free from all encumbrances.

**AND WHEREAS** the present owners are the absolute owner of a land measuring about 14 satak more or less i.e. 2 cottah more or less each owner and accordingly all the first part herein are owners of a total land measuring about 14 satak 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 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. NILIMA SAHA ROY (PAN AKTPS0267N)**, W/o. Sri Amar Saha Roy, D/o. Late Aditya Prasad Sarkar, by occupation - Housewife, by faith- Hindu, residing at F-42/6 Karunamoyee Housing Estate, Salt Lake City, Kolkata - 700 091, **(2) SRI SACHINDRA NATH SARKAR**, S/o. Late Aditya Prasad Sarkar, by occupation - Service, by faith- Hindu, residing at Vill. & P.O.- Udayrajpur, P.S.- Madhyamgram, Kolkata - 700 129, District North 24 Parganas, **(3) SMT. BELA SAMADDAR**, W/o. Sri Rabin Samaddar, D/o. Late Aditya Prasad Sarkar, by occupation - Housewife, by faith- Hindu, residing at 172 Dr. B.C. Roy Sarani, P.O. & P.S.- New Barrackpore, Kolkata - 700 131, District North 24 Parganas, **(4) SMT. TAPATI SARKAR (PAN BIVPS0344F)**, D/o. Late Aditya Prasad Sarkar, by occupation - Service, by faith- Hindu, residing at Suromaya Nikatan, Flat No.- 2/1 Basu Nagar, 2  $\frac{1}{2}$  No. gate, 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/c.- 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 14 satak equivalent to 8 cottah 7 chittak 29 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.- 5024, Sabek Dag No.- 351, Hal L.R. Dag No.- 956 under P.S.- Barasat at present Madhyamgram, District North 24 Parganas, within the local limits of Madhyamgram Municipality under Ward No.- 22, Holding No.- 170/A L.I.C. Road, 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 OWNERS' ALLOCATION** shall mean the Developer shall liable to hand over one flat out of the constructed area as per sanctioned plan of the proposed multi-storied building to the present owner No.- 2 namely Sachindra Nath Sarkar as follows:-

a) One habitual residential flat on the first floor measuring about 750 Sq.ft. 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 present owner No.- 2 namely Sachindra Nath Sarkar by the developer which is morefully and particularly described in the Second Schedule written hereunder.

b) The Developer shall pay non refundable amount of Rs. 49,00,000/- (Rupees Forty Nine lakh) only in the following manner:-

i) At the date of signing this agreement Rs. 11,50,000/- (Rupees Eleven lakh Fifty thousand) only

ii) The developer will be paid a part of non-refundable amount of Rs. 15,00,000/- (Rupees Fifteen lakh) only after all roof casting of the proposed multi storied building.

iii) Rest amount of Rs. 22,50,000/- (Rupees Twenty Two lakh Fifty thousand) only will be paid after completion of the proposed building and/or before hand over the owners' 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 permits 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.



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**3.7** That on completion of the proposed multi storied building when the flat/flats/shop/shops/ car parking sapce 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 Conveyanance 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 it's 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 oweners' 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 parctical purpose will be deemed to be apparent consideration which are as follows :-

- 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.

