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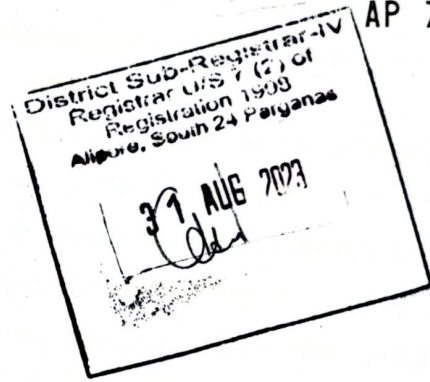


पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 763977

31/08/2023
Q-2002196794/2023

Certified that the document is admitted the Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.



THIS REGISTERED DEVELOPMENT AGREEMENT ALONGWITH
DEVELOPMENT POWER OF ATTORNEY is made on this the 31st day of

August Two Thousand and Twenty Three (2023)

BETWEEN

[Signature]
Advocate

For SHELTERCON
[Signature]
Proprietor

42796

29 AUG 2023

No. Date
 Rs. MR. DEBES KR. MISRA
 Name Advocate, High Court, Cal.
 Address 601, Indraprastha Place, KOL-1
 CALCUTTA HIGH COURT, KOL-1

SMRITI BIKASH DAS
 Govt. Licence Stamp Vendor
 Alipore Police Court
 Kol-27



District Sub-Registrar-IV
 Registrar I/S 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas
 31 AUG 2023

Somant Misra
 Adv
 High Court
 Calcutta

For SHILTON
 Proprietor

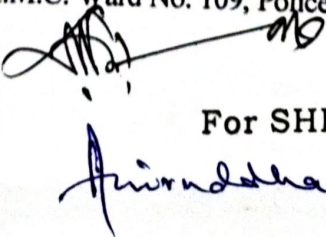
(1) **SRI ANIRUDDHA MUKHERJEE, (PAN - AGSPM4604J), Aadhaar No.6707 9113 5193**, son of Late Asit Kumar Mukherjee, by faith – Hindu, by Occupation – Business, by Nationality Indian, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107 AND (2) **SRI GAUTAM DEY, (PAN – AHPPD1990G), Aadhar No.6092 6127 3043**, son of Sajit Kumar Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata – 700 149, hereinafter called the “OWNERS/FIRST PARTIES” (which expression unless repugnant to the context shall mean and include their heir/heirs, executor/executors, assign/assigns, administrator/administrators and representative/ representatives) of the **ONE PART**

AND

“SHELTERCON ”, (PAN - AGSPM4604J), a proprietorship firm, having its office at 70(23/1), Purbachal Main Road, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata – 700 078 represented by its sole proprietor namely **SRI ANIRUDDHA MUKHERJEE, (PAN - AGSPM4604J)**, son of Sri Asit Kumar Mukherjee, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107 herein after referred to and called as the “DEVELOPER/ SECOND PARTY” (which expression unless repugnant to the context shall mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assign/ assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**

WHEREAS by virtue of a registered Deed of Sale dated 04/07/2022, registered in the office of the District Sub-Registrar - IV, Alipore, South 24 Parganas and recorded in Book No.I, Deed No. 1604-07284 for the year 2022, the Parties of the First Part i.e., the OWNERS herein jointly purchased a piece and parcel of net land measuring an area of 03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft. as per present physical measurement togetherwith one tile shed structure measuring an area of 100 (One hundred) Sq.ft. situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, corresponding to L.R. Dag No.356/406, under L.R. Khatian No.821, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur,

For SHELTERCON

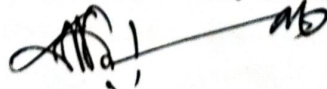

Proprietor

known as presently **KMC Premises No.1537, Kalikapur**, Assessee No.31-109-06-7180-0, Kolkata – 700 099, togetherwith all easement rights for a valuable consideration from the previous Land Owner namely Sri Dharendra Kumar Basak Alias Dhiren Kumar Basak, son of Late Banku Bihari Basak, residing at 37, New Santoshpur Main Road, P.S. Survey Park, Kolkata – 700 075, and in the said Sale Deed Confirmed by the Confirming Party namely Sri Biplab Biswas, son of Sri Birendra Biswas, residing at 213, Purbalok, Kalikapur, Post Office – Kalikapur, P.S. Purba Jadavpur, Kolkata – 700 099, sole proprietor of the firm under name and style Messrs Biplab Biswas, having its office at 213, Purbalok, Kalikapur, Police Station – Purba Jadavpur, Post Office – Kalikapur, Kolkata – 700099.

AND WHEREAS thereafter the present Land Owners herein mutated their names in the L.R. Record of Right vide L.R. Khatian Nos.828 and 827, of L.R. Dag No.356/406, Mouza-Kalikapur, J.L. No.20.

AND WHEREAS thereafter the present OWNERS herein have taken the Conversion of their Land (Shali to Bastu) vide Conversion Case Nos.1076/2022 (Memo No.51A(C)/1076/283/P/22 dated 09.01.2023 issued in the name of Owner No.1 herein) and Case Nos.1076/2022 (Memo No.51A(C)/1076/284/P/22 dated 09.01.2023 issued in the name of Owner No.2 herein)

AND WHEREAS so the OWNERS herein are now the joint Owners of the entire plot of land measuring an area of 03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft. as per present physical measurement togetherwith one tile shed structure measuring an area of 100 (One hundred) Sq.ft. situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, corresponding to L.R. Dag No.356/406, under L.R. Khatian No.821, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, known as presently **KMC Premises No.1537, Kalikapur**, Assessee No.31-109-06-7180-0, Kolkata – 700 099. it is noted that as per the Ownership of the property the OWNER NO.1 herein namely Mr. Aniruddha Mukherjee has the ownership of undivided 70% of the total property and the OWNER NO.2 herein namely Mr. Gautam Dey has the ownership of undivided




For SHELTERCON
Aniruddha Mukherjee
Proprietor

share 30% of the total property and the entire property as mentioned in the **SCHEDULE A** below. So the sale value of the property i.e. Owners' Allocation shall be distributed between themselves as per their land ratio as mentioned above.

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground Plus Three Storied residential building with lift facility on their said land and to do and to make construction of the said new building on their said property but due to paucity of fund and also lack of experience they cannot do the same. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNERS** for development of the said land which the **OWNERS** have agreed to do so as per the terms and conditions mentioned hereinafter.

AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground Three Four storied building with lift facility in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc., the **OWNERS** shall jointly get **52% of the entire sanction Flat area of the proposed building** and out of the said Owners' Allocation the land Owners shall get entire First Floor area of the proposed building an another Flat on Third Floor Western side of the proposed building **and the land Owners shall jointly get 52% of the sanction car Parking Space area of the proposed building.** It is noted that the difference area of the Flat shall be adjusted @5000/- Sq.ft. The **OWNERS** shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the **SCHEDULE 'A'** and **'C'** below. This is called as the **OWNER'S ALLOCATION** as described in the **SCHEDULE 'B'** below.

AND WHEREAS the **DEVELOPER** herein shall get the rest **48% of the entire sanction Flat area of the proposed building** and out of the said Developer's Allocation the Developer shall get entire Second Floor area of the proposed building an another Flat on Third Floor Eastern side of the proposed building **and the land Developer shall get 48% of the sanction Car Parking Space area of the proposed building.** It is noted that the difference area of the Flat shall be adjusted @5000/- Sq.ft. and the **DEVELOPER'S ALLOCATION** has been categorically mentioned in the **SCHEDULE - 'D'** herein. The Party of the **SECOND PART** i.e. the **DEVELOPER** shall erect the entire proposed



For SHELTERCON

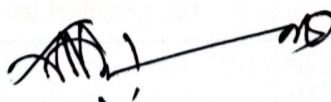
Aniruddha Kumbhkar

Proprietor

Ground Plus Three Storied residential building with lift facility at its cost and its supervision and labour and the entire building shall be erected as per annexed Specification and also as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties/ intending Purchasers from whom the **DEVELOPER** shall collect the entire cost of construction as well as the cost of land in connection with the said flat etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

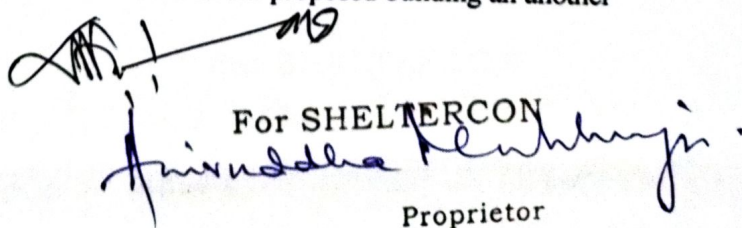
1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the Parties of the **FIRST PART** herein namely (1)**SRI ANIRUDDHA MUKHERJEE**, son of Late Asit Kumar Mukherjee, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107 AND (2) **SRI GAUTAM DEY**, son of Sajit Kumar Dey, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata – 700 149, and their legal heir/ heirs, executor/ executors, administrator/ administrators, and legal representative/ representatives hereinafter referred to as the Parties of **FIRST PART** herein.
 - (b) **DEVELOPER** : shall mean the Party of the **SECOND PART** herein namely “**SHELTERCON**”, a proprietorship firm, having its office at 70(23/1), Purbachal Main Road, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata – 700 078 represented by its sole proprietor namely **SRI ANIRUDDHA MUKHERJEE**, son of Sri Asit Kumar Mukherjee, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office – E.K.T.P., Police Station – Anandapur, Kolkata – 700 107 for the time being and its successors-in-office, successor or successors in interest, legal heirs, representatives, administrators and assigns.



For **SHELTERCON**


Aniruddha Mukherjee
Proprietor

- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PROPERTY** : shall mean the land measuring an area of **03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft.** as per present physical measurement togetherwith one tile shed structure measuring an area of 100 (One hundred) Sq.ft. **situated in Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, corresponding to L.R. Dag No.356/406, under L.R. Khatian No.821, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, known as presently KMC Premises No.1537, Kalikapur, Assessee No.31-109-06-7180-0, Kolkata – 700 099, as mentioned and described in the SCHEDULE 'A' hereunder written.**
- (e) **BUILDING** : shall mean the proposed Ground Plus Three Storied residential building with lift facility to be constructed on the said Premises as per sanctioned residential building plan to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair case, stair ways, passages ways, driveways, care taker room and common toilet if any on the Ground Floor, lift, lift room of the building, pump, meter space, of the proposed building, water and water lines, common electric lines and installations, plumbing lines, under ground water reservoir, over head water tank, septic tank, water pump and motor and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the proposed multistoried building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : the **OWNERS** shall jointly get **52% of the entire sanction Flat area of the proposed building** and out of the said Owners' Allocation the land Owners shall get entire First Floor area of the proposed building an another


 For SHELTERCON
 Aniruddha Bhattacharya
 Proprietor

Flat on Third Floor Western side of the proposed building and the land Owners shall jointly get 52% of the sanction car Parking Space area of the proposed building. It is noted that the difference area of the Flat shall be adjusted @5000/- Sq.ft.. The OWNERS shall also enjoy undivided proportionate share of land and also common rights and facilities of the building as mentioned in the SCHEDULE 'A' and 'C' below. This is called as the OWNER'S ALLOCATION as described in the SCHEDULE 'B' below.


- (h) **DEVELOPER'S ALLOCATION** : the DEVELOPER herein shall get the rest 48% of the entire sanction Flat area of the proposed building and out of the said Developer's Allocation the Developer shall get entire Second Floor area of the proposed building and another Flat on Third Floor Eastern side of the proposed building and the land Developer shall get 48% of the sanction Car Parking Space area of the proposed building. It is noted that the difference area of the Flat shall be adjusted @5000/- Sq.ft. The DEVELOPER shall also enjoy the undivided proportionate share of land and common rights and facilities etc. of the building. This is called as the DEVELOPER'S ALLOCATION as described in the SCHEDULE 'D' hereunder written.
- (i) **THE ARCHITECT**: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN**: would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority at the cost of the DEVELOPER.
- (k) **TRANSFER**: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.



For SHELTERCON

Prinudha Kumbhngis
Proprietor

- (1) **TRANSFeree**: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been or shall be transferred.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNERS DECLARE** as follows:
- (a) That they are the joint Owners and seized and possessed of and/or well and sufficiently entitled to the said land measuring an area of **03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft.** as per present physical measurement togetherwith one tile shed structure measuring an area of 100 (One hundred) Sq.ft. situated in **Mouza - Kalikapur, J.L. No. 20, Touzi Nos.3, 5 and 12, R.S. No.2, portion of Scheme Plot No.14, comprising in R.S. Dag No. 356/406, under R.S. Khatian No.355, corresponding to L.R. Dag No.356/406, under L.R. Khatian No.821, within K.M.C. Ward No. 109, Police Station- Purba Jadavpur, known as presently KMC Premises No.1537, Kalikapur, Assessee No.31-109-06-7180-0, Kolkata – 700 099, District : South 24-Parganas, as described in the SCHEDULE 'A' below.**
- (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
- (c) That the said property is free from all sorts encumbrances, charges, liens lispens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the


 For SHELTERCON
 Anirudha Bhattacharya
 Proprietor

DEVELOPER in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.

- (b) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written after completion of the project.
- (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of **DEVELOPER** and if any alteration/ modification of making further plans for proposed construction are required considering such requirements the **OWNERS** may give such written permission to the **DEVELOPER** without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, may give assistance/co-operation/ signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** Firm shall erect the Ground Plus Three Storied building with lift facility in the said premises as per said sanctioned building plan and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's Allocation excluding the Owners' Allocation together with proportionate undivided land share and other common rights to the intending purchasers and receive part or



For SHELTERCON
Prinudha Kulkarni
Proprietor

full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.

- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground Plus Three Storied building with lift facility thereon in accordance with the building plan at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall construct the building and supervise and carry out all the acts through contractors and sub-contractors in such manner as may be think fit and proper by it for such construction of the said Ground Plus Three Storied residential building with lift facility according to the building plan to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the name of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it; on the contrary the **OWNERS** shall give full co-operations for doing the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building in the said Premises in accordance with the sanctioned



For SHELTERCON

Prinadha Newhngor
Proprietor