


building plan to be sanctioned by The Kolkata Municipal Corporation Office and also as per annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 36 (Thirty six) months from the date of sanction of the building Plan.


- (k) That the **DEVELOPER** shall install in the said building at its own costs the water-pump to be operated by the motor and its connection through water lines in each floors/flats, water storage tank on ground floor, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building to be constructed for the sale of the flats etc. therein on Ownership basis and as mutually agreed upon.
5. **THE OWNERS HEREBY AGREES AND CONVENANT WITH THE DEVELOPER** as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said proposed building at the said Premises by the **DEVELOER** but to inspect the project and the materials to be used for construction.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said Premises as mentioned herein.
- (iii) The **OWNERS** positively give vacant possession of the entire Premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanctioned building plan at the cost of the **DEVELOPER**.
- (iv) The **DEVELOPER** shall sell the flats of the proposed building of the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' allocation) as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH**


 For **SHEPHERCON**
 Aniruddha Chakravarty
 Proprietor

proportionate undivided share of land of the said Premises and also right to use the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e., entire consideration money from the intending purchasers of the relative flats and/or right to use all other portions of the building on Developer's allocation and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.


- (v) The **OWNERS** hereby empowers and authorizes the **DEVELOPER** to do this project in connection with the said property as described in the Schedule A hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well as sewerage plan and drainage plan and to take water or electric connection and also drainage and sewerage connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc. and for the same the **OWNERS** shall execute and register a separate Development Power of Attorney in favour of the **DEVELOPER**.
6. **THE OWNERS HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

The **OWNERS** namely, (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**

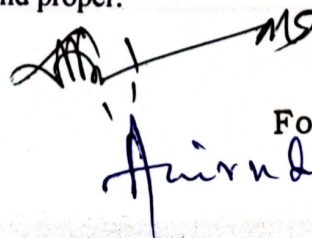
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For SHELTERCON
Aniruddha Mukherjee
Proprietor

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, as the PRINCIPALS herein do hereby appoint “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 as their lawful Attorney on their behalf to do the following acts in respect of his property as mentioned in the SCHEDULE below:

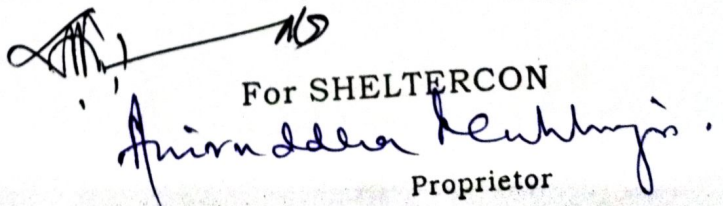
- i) To look after and manage the property on behalf of the **OWNER/PRINCIPAL**.
- ii) To look after and to control all the affairs for the development or the said land and construction of a Ground Plus Three storied building with Lift facility thereon on the said Premises as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of the **OWNERS** all the Declaration Deeds or any other Declarations on the said Premises as mentioned in the SCHEDULE below property and register the such document as per requirement for the interest of the proposed project.
- iii) To cause mutation of the Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal Corporation as and when necessary on behalf of the Owners.


 For SHELTERCON
 Aniruddha Mukherjee
 Proprietor

- iv) To sign, execute and submit all Development building Plans, revised plan, completion plan, Documents, Statements, Papers, Undertakings, Declarations related thereto, may be required for necessary sanction, modification and/or alteration of sanctioned plan to be sanctioned by The Kolkata Municipal Corporation and/or any appropriate authority and other appropriate authorities on behalf of the landowner/Principal and to sign completion plan.
- v) To appear and represent on behalf of the PRINCIPALS i.e. LAND OWNERS herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal police, necessary Departments of Government of West Bengal, in connection with the sanction, modification and/or alteration of sanctioned building Plan for the above mentioned property and also for the interest of the proposed project and execute and sign all the papers related thereto.
- vi) To pay fees for obtaining the sanction, modification and such other orders and permissions from the necessary authorities on behalf of land owners as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of all type of, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as the said Attorney shall think fit and proper.
- vii) To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the sanctioned plans to any authority or authorities.
- viii) To develop the said property by making construction of such type of building or buildings thereon as per sanctioned building plan as the said Attorney may deem fit and proper and for that purpose to demolish and/or remove any house, building and/or structure of whatsoever nature standing in the said property, as the said Attorney shall think fit and proper.



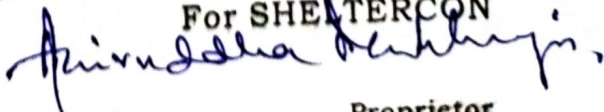
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For SHELTERCON
Aminulha Reza
Proprietor

- ix) To apply for obtaining electricity-connection from CESC and to take telephone or other connections and also install electric transformer in the said property and /or to make alteration therein and to disconnect the same and for that purpose the Attorney shall sign, execute and submit all papers, applications, documents on behalf of the Land Owners and shall do all the acts and deeds on their behalf and the attorney of the Owners shall execute and sign all the papers related thereto.
- x) That Attorney shall sign all the plans to be submitted before the concerned authority/authorities for the connection of water, drainage and sewerage in the said Premises and execute and sign all paper related thereto for the sanction of drainage and sewerage connection and also internal and external drainage drawing and also the connection of water in the said property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on behalf of the land Owners.
- xi) The apply for and obtain building materials from the concerned authorities for consumption of the proposed building to be erected on the said property as aforesaid and also to pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
- xii) To appear and represent the Owners before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign, execute and submit necessary papers and documents and to do all other acts, deeds and things as the said Attorney may deem fit and proper.
- xiii) To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum only on the **DEVELOPER'S ALLOCATION** excluding the **OWNERS' ALLOCATION** as mentioned in the SCHEDULE B of this registered Development Agreement. The DEVELOPER shall do all the acts on Developer's Allocation on behalf of the Owner.
- xiv) To collect advance or part payment or full consideration from the intending purchasers of flats, Car Parking Spaces etc. alongwith proportionate share of land

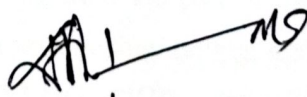

For SHELTERCON
Aniruddha Kulkarni
Proprietor

and/or enter into Agreement for Sale and to execute and register Deed of Conveyance, Deed of Rectification, and/or collect the I.G.R. and/or Deed from the registering authority on behalf of the Land Owners on the DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of this registered Development Agreement excluding the OWNERS' ALLOCATION as mentioned in the SCHEDULE B of this registered Development Agreement and grant receipt in favour of the interested persons/ persons who are interested to purchase and to take possession of the flat/flats and Car parking Space etc. in lieu of satisfactory consideration to be fixed by the Developer.

- xv) To advertise in different news papers and display, hording in different places, and also to engage agency or agencies for giving possession of the flats on DEVELOPER'S ALLOCATION as mentioned in the SCHEDULE D of the said registered Development Agreement excluding the LAND OWNERS' ALLOCATION alongwith the proportionate share of land in any name as the said Attorney shall think fit and proper and to sell the DEVELOPER'S ALLOCATION to any Third Party or parties at any consideration price to be fixed up only by the DEVELOPER.
- xvi) To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats/space including proportionate land share on said DEVELOPER'S ALLOCATION of the said proposed building alongwith the proportionate share of land at the said Premises or any part thereof and for that purpose to sign and execute all deeds, as the said Attorney shall think fit and proper as per said registered Development Agreement.
- xvii) To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained.
- xviii) To receive part or full consideration sum against the entire DEVELOPER'S ALLOCATION from the intending purchasers and acknowledge the receipt of the same on behalf of the Land Owner.

 
 For SHEETERCON

 Proprietor

- xix) To appear and represent the Land Owner before any notary, Registrar of Assurances, District Sub-Registrar, Additional District Sub-Registrar, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to sign and to execute the documents/deeds and present the same for registration and complete for registration and to acknowledge and register or have registered and performed any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Rectification, Deed of Boundary Declaration, and/or any kind of instruments writing executed and signed by the said Attorney in any manner after taking permission from the Authority concerned if it is required concerning the said property as per said registered Development Agreement in connection with the **DEVELOPER'S ALLOCATION** only.
- xx) To take necessary steps for registration of building or any part alongwith the proportionate share of land the entire construction represented by my Attorney as per said Development Agreement.
- xxi) To convey prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding the said land and property or any part thereof.
- xxii) To file and defend suits, cases, appeals and applications of whatsoever nature for and on behalf of or to be institute preferred by or any person or persons in respect of the said property.
- xxiii) To comprise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof.
- xxiv) To sign, declare and/or affirm any plaint, written statements petitions, affidavits, verifications, vokatnamas, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.



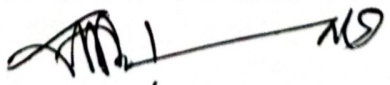
For SHELTERCON
Anirudh Datta
Proprietor

- xxv) To deposit and withdraw free, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

AND GENERALLY TO act as the said Attorney in relation to all matters touching the said property and on his behalf to do all instruments, acts, nature, deeds and things as fully and effectually as the Land Owner would do if he would personally present.

AND the Land Owners hereby ratify and confirm and agree or undertake and whatsoever his said Attorney appointed under this Power herein above contained shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirmation and other works.

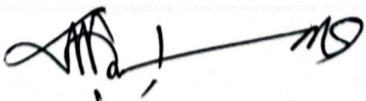
6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS** as follows :-
- (i) To get maximum sanction area the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
 - (ii) To complete the construction of the building within 36 (Thirty six) months from the date of sanction of the building Plan. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted.
 - (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building as well as not deviate in construction from the K.M.C. Building Rules
 - (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.


 For SHELTERCON
 Aniruddha Kulkarni
 Proprietor

- (v) All deeds and documents on **DEVELOPER'S ALLOCATION** shall be registered by the **DEVELOPER** on behalf of the **OWNERS** by virtue of registered Development Power of Attorney.
- (vi) The construction specification as annexed herewith shall be the part of the agreement marked as annexure X.

7. **MUTUAL COVENANT AND INDEMNITIES** :-

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the proposed construction excluding the Owners' Allocation and shall enjoy their Allocation without interference or disturbances from the Owners' end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNERS** shall execute and register a Development Power of Attorney in favour of the **DEVELOPER** to complete the project and also register conveyance Deeds in respect of Developer's Allocation in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners' Allocation) and the **OWNERS** shall join in the same when they shall be called for if required.
- (iii) The **OWNERS** shall deliver the original title Deed, link deed and other original papers in respect of the property to the **DEVELOPER** at the time of execution of this agreement as mentioned in the **SCHEDULE 'A'** below but the **DEVELOPER** shall have to hand over the such document to the Association of the building after completion of the project and also completion of the registration of the **DEVELOPER'S ALLOCATION**.
- (iv) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.


 For SHEENTERCON
 Aniruddha Kerkhurgin
 Proprietor

- (v) The DEVELOPER shall take entire financial liability of the proposed project to be done on the Premises and the OWNERS shall give full co-operation to the DEVELOPER.
- (vi) The DEVELOPER shall take all the precaution at the time of construction of the building on the Premises exclusively at its cost and for the same the Owners shall not be financially liable.
- (vii) In case of any accident or death of any labour during construction the Owners shall not take any liability for such unwanted accident or death.

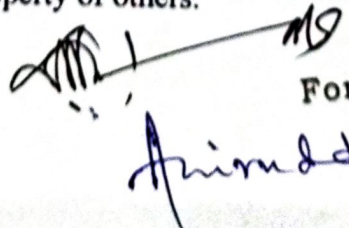
8. **JURISDICTION OF THE COURT:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta shall be utilized for adjudication of any dispute.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE - 'A'

ALL THAT piece and parcel of land measuring net land area of 03 (Three) Cottahs 15 (Fifteen) Chittacks 23.165 (Twenty three point one six five) Sq.ft. as per present physical measurement whereon a Ground Plus Three Storied residential building with lift facility shall be erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation after demolition of the existing structure (if any) 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, Additional District Sub-Registration Office Sealdah, property ZONE is Kalikapur to Kalikapur, and the entire property is butted and bounded by:

<u>ON THE NORTH</u>	:	20'-0" wide common passage;
<u>ON THE SOUTH</u>	:	Scheme Plot No.13;
<u>ON THE EAST</u>	:	Scheme Plot No.12;
<u>ON THE WEST</u>	:	Property of others.


 For SHELTERCON
 Proprietor

SCHEDULE – 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

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 and 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/- (Rupees Five Thousand only) per 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' above and 'C' below..

SCHEDULE – 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, Landings, common passage, water lines and water, lift, lift room and lift well of the building, care taker room on the Ground floor and common toilet if any on the ground floor, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof, stair, main gate and entrance, and proportionate land, pump and motor, septic tank, water reservoir and water tank and plumbing lines, easement rights.

SCHEDULE – 'D' ABOVE REFERRED TO
(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 an another Flat on Third Floor Eastern side of the proposed building and the 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/- (Rupees Five Thousand only) per Sq.ft.. The entire building shall be constructed by the DEVELOPER at its cost as per sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and/or any concerned authority and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE – "A" herein and also right to use the common facilities and rights as mentioned in the SCHEDULE – 'C'.

AS

For SHELTERCON

Prinodha Kishore

Proprietor