

17/22/2023

D-1731/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Q-2001105222023

Additional Dist. Sub Registrar  
Seaidah

15-5-23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 3<sup>rd</sup> day

of MAY, 2023 (Two Thousand Twenty Three) BETWEEN

(1) SRI AMAL DASGUPTA, having Aadhaar No. : 328680374112 , having PAN : AMUPD6284B, and (2) SRI SHYAMAL DASGUPTA, having Aadhaar No. : 956449963257 , having PAN : AMRPD4447K, both sons of Late Santi Ranjan Dasgupta, both by faith - Hindu, both by nationality - Indian, both by occupation - Retired, both residing at 2/20, Sahid Nagar, Post Office - Dhakuria, Police Station - Kasba now Garfa, Kolkata - 700031, Dist. - South 24 Parganas, hereinafter jointly called and referred to as "the OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

M/S SHELTER PLAZA PRIVATE LIMITED, having CIN : U70109WB2017PTC219477 , having PAN: AAYCS1464R, a Private limited company within the meaning of Companies Act, 2013, having its registered office at 1/32, Sahid Nagar, Post Office: Dhakuria, Police Station : Kasba now Garfa, Kolkata: 700031, District 24 Parganas(south) represented by one of its Director SRI ANINDYA CHATTERJEE, having AADHAR : 827176326751, having PAN: AEFPC8143K, Son of Late Animesh Chatterjee, by faith : Hindu, by Occupation : Business, residing at 1/32, Sahid Nagar, Dhakuria, Post Office : Dhakuria, Police Station : Kasba Now Garfa, Kolkata: 700031, District 24 Parganas(south), hereinafter called and referred to as "the DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS long years ago by virtue of a Sale Deed , registered in the Office of the Sub-Registry Alipore, 24 Parganas and recorded in Book No. I, Volume No. 48, Pages from 145 to 150, Being no. 2601 for the Year 1947, Santi Ranjan Dasgupta (since deceased) son of Late Suresh Dasgupta, purchased ALL THAT piece and parcel of the homestead land measuring an area 3(three) Cottahs



7(seven) Chittacks 38.5(thirty eight point five) Sq. ft., be a little more or less, in Mouza: Dhakuria, Touji No. 230/233, J.L. No.18, R.S. No. 5, C.S. Dag No. 1497, C.S. Khatian No. 336 known and numbered as Municipal Premises No. **89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District Sub Registry Office : Alipore, District 24 Parganas (South).

**AND WHEREAS** thus the said Santi Ranjan Dasgupta (since deceased) absolutely seized and possessed of and or well and sufficiently entitled to the said Landed Property at the said municipal premises and for this residential accommodation constructed a two storied residential building each floor having 1200(One Thousand Two Hundred) square feet area structure totaling 2400(Two Thousand Four Hundred) square feet, be a little more or less having cemented flooring.

**AND WHEREAS** the said Santi Ranjan Dasgupta(since deceased) during enjoyment of the same died intestate on 31.07.2012 leaving behind him his two sons SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA and four daughters SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA to inherit the said property as his only legal heirs and successors as per provisions of Hindu Succession Act. Be it noted that the wife of Santi Ranjan Dasgupta(since deceased) namely Bela Dasgupta pre-deceased him on 14.06.1992.

**AND WHEREAS** thus the said SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA, SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA became the lawful joint owners and possessors (each having undivided and undemarcated 1/6<sup>th</sup> share) of ALL THAT piece and parcel of the homestead land measuring an area 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. ft., be a little more or less, with straight 2(two) storied

building standing thereon measuring super built up area of 1200(One Thousand Two Hundred) square feet area on each floor totaling 2400(Two Thousand Four Hundred) square feet, be a little more or less having cemented flooring, in Mouza: Dhakuria, J.L. No.18, known and numbered as Municipal Premises No. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District Sub Registry Office : Alipore, District 24 Parganas (South); for the sake of brevity, it is to be hereinafter called and referred to as "the SAID PROPERTY" morefully described in the FIRST SCHEDULE hereunder; by way of inheritance.

**AND WHEREAS** the said SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA, SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA while seized and possessed the said property recorded their names as lawful joint owners in the records of Kolkata Municipal Corporation vide Assessee no. **210922403934** and thereafter paying all rents and taxes.

**AND WHEREAS** the said SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA in consideration of their natural love and affection by dint of one Deed of Gift dated 20.11.2021, registered in the office of D.S.R. -III, Alipore and recorded in its Book -I, Volume No. 1603-2021, Page from 398900 to 398934, Being No. 160311731 for the year 2021, being the Donors therein has gifted, transferred and conveyed unto and in favour of their brothers SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA being the Donees therein and Owners herein, **ALL THAT** undivided and un-demarcated  $\frac{4}{6}^{\text{th}}$  share of the piece and parcel of land measuring 3 Cottahs 7 Chittacks 38.5 Sq. Ft. more or less i.e. 1675.66 sq. ft. or 2 Cottahs 5 Chittacks 10.66 Sq. Ft. more or less together with undivided and un demarcated  $\frac{4}{6}^{\text{th}}$  share of the straight two storied building each floor measuring 1200 square feet more or less measuring total build up area 2400 Sq.



Ft. covered area i.e. in the ground floor measuring 800 sq. ft. covered area and first floor measuring more or less 800 sq. ft. covered area total 1600 Sq. ft. covered area with cemented flooring lying and situated at **Premises no. 89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), and the said gift have duly been accepted by the Donees therein.

**AND WHEREAS** thus by dint of inheritance and by the aforementioned gift the said SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA (the Owners herein) became the lawful joint owners and possessors of the said property each having undivided and undemarcated  $\frac{1}{2}$ (half) share and thereafter mutated their names in the records of Kolkata Municipal Corporation vide Assessee no. **210922403934** and thereafter paying all rents and taxes.

**AND WHEREAS** subsequently it was detected that in the said Deed of Gift dated 20.11.2021, registered in the office of D.S.R. -III, Alipore and recorded in its Book -I, Volume No. 1603-2021, Page from 398900 to 398934, Being No. 160311731 for the year 2021, certain mistakes and inaccuracies have accidentally and inadvertently crept in the said Deed of Gift and for rectification of the said Deed of Gift the said Donors namely SMT GITA SENGUPTA, SMT SIPRA SEN, SMT MANISHA SENGUPTA, and SMT RAMA SENGUPTA and Donees namely SRI AMAL DASGUPTA, SRI SHYAMAL DASGUPTA jointly executed a Deed Of Declaration on 7<sup>th</sup> day of September, 2022 and the said declaration was registered in the office of the D.S.R.-III at Alipore and recorded therein Book. No. I, Volume No. 1603-2022, pages 490572 to 490586, Being No. 13983 for the year 2022.

**AND WHEREAS** the said SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA being the lawful

joint owners of the said property situate, lying at and being Municipal Premises no. 89B, Selimpore Road, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497, C.S. Khatian No. 336, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), being desirous of developing the said property by constructing thereupon a new multi storied building in accordance with the sanctioned Building Plan to be approved by the K.M.C. applied for and obtained sanctioned building Plan vide Building Permit No. 2022100248, dated 04.03.2023, Borough-X, from the concerned department of Kolkata Municipal Corporation.

AND WHEREAS the said SRI AMAL DASGUPTA and SRI SHYAMAL DASGUPTA being the lawful joint owners of the said property more fully and particularly mentioned and described in the First Schedule hereunder written and sufficiently entitled to the said property in its entirety has full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that they has not executed any sort of instruments like sale, lease, gift, mortgage, charges or Agreement for sale, Tenancy and Development Agreement with regard to the said property with anybody/bodies, person/persons, concern/ concern, company companies and authority/authorities.

AND WHEREAS the Owners herein has declared and represented as under:

- i) That the said property is absolutely free from all encumbrances, mortgages, attachment, liens, lispendens or rights of others, whatsoever;
- ii) That the said property does not attract the mischief of Urban Land (Ceiling & Regulation) Act 1976 or any other attachment at present;



iii) That the Owners herein have not entered into any agreement for sale of the said property or any part thereof nor he is bound by any such condition as would laid to proceeding under Specific Relief Act in relation to the said property;

iv) That the Owners herein jointly have good right, indefeasible title and absolute power and authority to transfer there said property and every part thereof.

AND WHEREAS the Owners herein desire of having the said property developed for better utilization of space available therein.

AND WHEREAS the Developer herein is having sufficient knowledge and experience required for development of properties.

AND WHEREAS relying on the above representation made by the Owners herein and believing the same to be true, the Developer herein have offered to develop the said property i.e. ALL THAT piece and parcel of homestead land measuring 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. Ft. more or less together with the straight two storied building each floor measuring 1200 square feet more or less i.e. total area/structure measuring 2400 Sq. Ft. more or less with cemented flooring lying and situated at **Premises no. 89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), by constructing and completing in every respect a proposed Three storied building in accordance with Building Permit No. 2022100248, dated

04.03.2023, Borough-Borough-X, sanctioned from the concerned department of Kolkata Municipal Corporation and completing the same making all necessary implements, amenities and utilities therein.

AND WHEREAS the Owners herein have agreed with the said proposal of the Developer on certain terms and conditions for the contemplated joint venture have been settled between the parties as hereinafter appearing.

The owners shall however deliver vacant possession of the existing structure to the party of the second part which will be demolished by the party of the second part and the materials which will be available after demolition of the building will be the property of the party of the second part who shall have the right to sell the said material and realize money from the sale of such materials without any objection from the owners.

**NOW THIS INDENTURE WITNESSETH as follows:**

1. OWNERS: (1) SRI AMAL DASGUPTA, and (2) SRI SHYAMAL DASGUPTA, both sons of Late Santi Ranjan Dasgupta, both by faith - Hindu, both by nationality - Indian, both by occupation - Retired, both residing at 2/20, Sahid Nagar, Post Office - Dhakuria, Police Station - Kasba now Garfa, Kolkata - 700031, Dist. - South 24 Parganas,.
2. DEVELOPER: Shall mean M/S SHELTER PLAZA PRIVATE LIMITED, a Private limited company within the meaning of Companies Act, 2013, having its registered office at 1/32, Sahid Nagar, Post Office: Dhakuria, Police Station : Kasba now Garfa, Kolkata: 700031, District 24 Parganas(south) represented by one of its Director SRI ANINDYA CHATTERJEE, Son of Late Animesh Chatterjee, by faith : Hindu, by Occupation : Business, residing at 1/32, Sahid Nagar,



Dhakuria, Post Office : Dhakuria, Police Station : Kasba Now Garfa, Kolkata: 700031, District 24 Parganas(south),

3. PROPERTY/PREMISES : Shall mean the Property morefully described in FIRST SCHEDULE hereunder being ALL THAT piece and parcel of homestead land measuring 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. Ft. more or less together with the straight two storied building each floor measuring 1200 square feet more or less i.e. total area 2400 Sq. Ft. more or less with cemented flooring lying and situated at **Premises no. 89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South)
4. BUILDING: Shall mean the Proposed Straight Three Storied building and/or the building to be constructed as per sanctioned/modified/regularized plan in the First Schedule property.
5. COMMON AREA: Shall mean and include passages, ways, stairways, gates, common lavatory, all rainwater pipes, sewerage lines, fittings, fixtures, manholes, pit, gullies, roofs. Kolkata Municipal corporation filter water connection and pipe lines, (if provided) water pump and overhead tank and underground water reservoir, boundary walls, courtyard, CESC electric connection, electric supply line to common areas, main switch, electric meter room, interior walls and other facilities which will be provided by the Developer time to time. The common area is impartible.
6. OWNERS' ALLOCATION: Shall mean allocated flats/apartments/spaces to be mentioned of the

proposed Three storied Building along with right, title and interest in respect of independent units proposed to be constructed on the proposed three storied building together with proportionate, undivided, indivisible share in land of the building along with right to access to all common area and amenities including spaces to be provided in the Building and the Owners' allocation are morefully described in the Second Schedule hereunder;

7. DEVELOPER'S ALLOCATION: Shall mean the remaining space of the total FAR after allocation of the Owners as aforesaid together with proportionate, undivided, indivisible share in land of the building along with right to access to all common area and amenities including spaces (except the terrace which shall remain common) as morefully described in the Third Schedule hereunder below together with the absolute right on the part of the Developer to enter into an Agreement for sale, transfer, lease rent or in any way to deal with the same as absolute thereof excluding the allocation of the Owners (described in the Second Schedule hereunder written)

8. ARCHITECT: Shall mean such qualified person or persons who shall be duly appointed by the Developer for designing and planning of the building and also supervision during continuance of the construction if decided by the Developer.

9. SALEABLE SPACE: Shall mean flat or flats, apartment or apartments, or any other space or spaces or portion thereof and for exclusive use of the flat owner/s in the building available for independent use and occupation excepting what is due to the Owners and after making due provisions for common facilities and the space required therefore.

10. BUILDING PLAN: Shall mean the plan sanctioned by the Kolkata Municipal Corporation being Building Permit No. 2022100248, dated 04.03.2023, Borough-X, with such alterations or modifications



as may be made by the Developer in consultation with the Architect and the Owners.

- a. Singular: Shall include the plural and vice versa,
- b. Masculine: Gender shall include the feminine and neuter gender and vice versa,

11. TRANSFER: With its grammatical variations shall include transfer of possession and by any other means adopted for effecting that is understood as transfer of undivided and impartible share of land to the Purchaser/s thereof as per provisions of Transfer of Property Act.

12. TRANSFEREE: Shall mean a person/ firm /limited company/ association of persons to whom any share of undivided land underneath the building to be built shall be transfer along with finished flat.

13. TRANSFEROR : Shall mean and include the Developer alone has the mandate under these present agree to transfer or effect transfer of space in the new Building to any person or persons (except Owners' allocated portion)

## **ARTICLE - II : COMMENCEMENT**

This Agreement shall be treated to be commenced on and from the date of signing of these presents.

## **ARTICLE-II: OWNERS' RIGHTS & REPRESENTATIONS**

1. The Owners' are the lawful joint Owners and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT in the said premises fully described in FIRST SCHEDULE hereunder written.
2. None other than the Owners or their respective legal heir/heirs and successor has any claim right, title and interest and/or demand over and in respect of the said premises, morefully described in the FIRST SCHEDULE and the said premises is free from all encumbrances, attachments, charges,

liens, trust or by any otherwise as per provisions of law, moreover, till this day, the Owners jointly and/or severally have not entered into any agreement for sale or Joint Venture Agreement in respect of the said premises.

3. If any time defect in the title be found or if anybody disputes the title of the Owners in respect of the said premises or any suit or action or proceedings shall be initiated regarding the title of the Owners in respect of the said premises then and in that event, it shall be the responsibility of the Owners to defend such suits, actions, proceedings at his own cost and the Owners hereby further do agree to keep the Developer indemnified against all actions suits proceedings and costs, charges and expenses in respect thereof.
4. That the Developer will start the construction work in terms of the said Building Permit No. 2022100248, dated 04.03.2023, Borough-X, of Kolkata Municipal Corporation within 3 (three) months from the date of signing of this agreement.
5. There is no legal bar or otherwise for the Owners to obtain for the Certificate under Section 230A of the Income Tax Act 1961 and other consent and permissions that may be required. It is specifically declare here that the Owners shall have no Income Tax liabilities in respect of Developer's Allocation.

#### **ARTICLE - IV: DEVELOPER'S RIGHTS**

The Owners hereby do grant right to the Developer to construct erect and build after demolition of the existing structures, if any and the materials debris, which shall come out from such demolition shall be taken by the Developer.

#### **ARTICLE-V:CONSTRUCTION**

1. In consideration of the Owners having agreed to permit the Developer to commercially exploit the said premises by construction, creation and building i.e. the building in accordance with the said



sanctioned plan as may be required by the Developer, the Developer has agreed to allocate the Owners' Allocation space.

2. The said Owners' Allocation will be constructed and completed with good and standard materials and the said building will be decent building and shall contain all amenities which are normally provided for a decent building for residential and also commercial purpose.

#### **ARTICLE-VI: PROCEDURE**

1. The Owners will grant to the Developer and/or it's nominated person or persons a Power of Attorney as may be required for the purpose of obtaining all necessary permissions and approval from the different authorities in connection with the construction of the building and also for pursuing and flowing up the matter with the appropriate authority for the purpose of selling the undivided share of land for the flats/commercial spaces/shops/car parking spaces to the Developer's Allocation to its nominated person or persons at the rate to be fixed by the Developer.

2. The Developer shall sell and transfer the flats /apartment/ spaces etc. along with undivided proportionate share in the land underneath the building comprising in the portion of the Developer's Allocation.

3. The Developer shall execute the Deed of Sale as Constituted Attorney of the Owners for the Developer's Allocation without any consent of the Owners.

4. That the Developer will spend all the money for all necessary permissions for the said construction in terms of the sanctioned plan issued by the Kolkata Municipal Corporation. The Developer shall undertake constructional work in the said premises.

5. The Developer shall undertake the construction by standard materials and the Owners shall not raise any obstruction or objection in respect of the materials to be used in the construction or method of construction and the Owners shall not do anything by which the Developer may be restrained from doing / completing the construction work of the said building in the said premises provided the Developer shall have to construct the building as per the said sanctioned plan using standard materials.

6. All men and materials and machineries will be supplied by the Developer at their own costs and expenses.

7. All the electrical goods, sewerage goods, water pipe lines, bricks, iron, windows, doors, stone chips, sand and all other materials relating to the construction will be supplied by the Developer at their own costs and the Owners shall not raise any objection for the same. All costs will be borne by the Developer regarding construction.

8. That the supervision of the construction of the building will be undertaken by the Developer and Owners cannot raise any objection for the same. All negotiations for the necessary permissions for the construction of the said building and also for electric connection, water connection, sewerage system will be done by the Developer at the Developer's cost as Constituted Attorney of the Owners and the Owners shall not raise any objection for the same.

9. That the Developer shall negotiate the terms and conditions with the intending Purchasers/s for the flats/apartment/ spaces of the Developer's Allocation and shall receive entire consideration money from the intending Purchaser/s of the said flats/apartment/ spaces and shall discharge the money receipt for the same. It is the absolute discretion of the Developer that the Developer shall nominate and/or select the intending Purchaser/s for the Developer's Allocation in the said premises. In that



event the Owners shall not be liable for any fault acted by the Developer and the Developer exclusively shall be liable for the same.

10. That the Developer after making delivery of possession of the Owners' allocation shall deliver physical possession of the flats/ apartment/ spaces in the Developer's Allocation and the impartible proportionate share in the land at the cost of and expenses of the intending Purchaser/s jointly with the Constituted Attorney of the Owners and the Owners shall not raise any objection for the said transfer. That the Deed of Conveyance in respect of Developer's Allocation will be drafted and registered through BISWAS & ASSOCIATES, Advocates and Solicitors having their office at 11, Old Post Office Street , 3<sup>rd</sup> Floor, Kolkata – 700001, Learned Advocate for the Developer.

#### **ARTICLE-VII: POSSESSION & CONSTRUCTION**

1. It has been agreed by and between the Owners and the Developer that the construction, erection and completion of the said building shall be completed within 24 (Twenty Four) months from the date of execution of this instrument and / or delivery of khas peaceful possession of the FIRST SCHEDULE property to the Developer, whichever is later with other required formalities. Be it mentioned here that if the Developer fails to complete the said proposed building within the said stipulated period of 24 (Twenty Four) months, then in that event the Owners will allow another 6 (six) months more time after review of the progress within the schedule time to complete the said proposed building. It is therefore, mentioned that on the date of execution of this instrument the Owners will hand over the peaceful vacant possession of the FIRST SCHEDULE property to the Developer herein . The Developer shall pay the entire rent till handing over of possession of Owners' Allocation as well as charges of both ways shifting charges prior handing over the possession of the FIRST SCHEDULE property in the same locality and the Developer shall bear the rent for such alternative accommodation for the said

Owners since the date of delivery of possession of FIRST SCHEDULE until the Owners are intimated to take possession of their allocated portions in the newly constructed building..

2. That the Developer shall on completion of the new building, put the Owners in possession of the Owners' Allocation in complete and habitable condition together with all rights in common specified as common areas and parts and/or facilities in the said building.

3. That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation or portion thereof at the sole discretion of the Owners. The Developer shall have exclusive right to transfer the Developer's Allocated portion to the nominated person of the Developer prior to transfer Owner's Allocation.

4. It is expressly agreed and declared that the Developer shall be entitled to receive the Developer's Allocation in the said building without any formal Deed of Transfer immediately after possession is made over to the Owners of the Owners' Allocation constructed by the Developer. The construction of the Owners' Allocation shall be done by the Developer for and on behalf of the Owners and the Developer will not claim any amount for the construction of the Owners' Allocation.

5. The Developer shall be entitled to sell the Developer's Allocation as hereinbefore mentioned together with undivided proportionate share in the land and shall be entitled to deal with or dispose of the Developer's Allocation in any further authority or permission on the part of the Owners and without being required to obtain any such further authority for permission from the Owners after giving delivery of possession of Owners' Allocation. That the Developer may use or sell, after any modification if required in future and in any manner they want and require without effecting the right title and interest of the Owners of their own allocation.



6. The owners shall cooperate with the Developer in obtaining quotas, entitlements and other allocation of or for cement, steel, bricks and other building materials for construction of the said new building and for obtaining quotas, entitlement and other allocation and for obtaining temporary and permanent connection of water (filtered and unfiltered) electricity and if possible separate drainage, sewerage and gas etc. for the said building.

7. All cost charge and expenses including Architect's fees shall be paid discharged and borne by the Developer and the Owners shall have no liability in this context.

#### **ARTICLE -VIII: BUILDING**

1. The Developer shall be authorized in the names of Owners in so far as is necessary to apply for quotas of or for cement, steel, bricks and other building materials allocable to the Owners for the construction for and obtain temporary and permanent connection of water, electricity, power, drainage, permanent connection of water, electricity, power, drainage, sewerage and/or gas to the portion of the new building and other inputs and facilities, required for the construction or enjoyment of a portion of the building for which purpose the Owners shall execute in favour of the Developer a Power of Attorney and other authorization as shall be required by the Developer in terms of this agreement.

2. The Developer shall at their own costs and expenses and without creating any other financial liabilities on the Owners' construct the said three storied building and various units / flats and/or apartments thereto or modification shall be made in the Owners' Allocation with the consent of the Owners in writing.

#### **ARTICLE-IX : DEVELOPER'S ALLOCATION**

1. That the Developer's Allocation shall be the remaining portion after that shown in SECOND SCHEDULE including proportionate share in the land and also in common parts including the undivided share in common facilities pertinent thereto and also common staircase including the rights of roof proportionately with the Owners. The person or persons of the intending Purchaser/s for Developer's Allocation will be allowed to use the roof for drying clothes and for playing of the children on the same. The said property will be constructed in the Schedule premises, morefully described in the FIRST SCHEDULE hereunder.
2. That the Developer shall exclusively be entitled to the Developer's Allocation of the said building and to the right of transfer, alienated or otherwise deal with or dispose of the said allocated portion without any rights, claims or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the khas possession and peaceful possession of the Developer's Allocation, morefully described in the THIRD SCHEDULE hereunder. The Developer's Allocated portion of their nominated person/s through themselves intently with the Constituted Attorney of the Owners and shall receive the entire consideration money to be fixed up by the Developer for the said portion with the intending Purchaser/s and the Owners shall not claim any money or money's worth for the said transaction or for sale of the Developer's allocation to any nominated Purchaser/s and the Owners will not have any claim in respect of any part or portion of the building to be constructed on the FIRST SCHEDULE property except the Owners' Allocation mentioned herein in the SECOND SCHEDULE below and the Developer will be at liberty to use the other portion of the newly constructed proposed building in the manner as per terms of the other land Owners' and their discretion.
3. That the Developer shall execute the Deed of Conveyance in favour of the Developer's nominated person or persons, company or companies or whomsoever jointly with the Constituted Attorney of the Owners including the undivided proportionate share underneath the building and all other facilities which are eligible to the Developer's Allocation. At the cost of the intending Purchaser/s, the Developer



as Constituted Attorney of the Owners shall execute all such deeds which are necessary for transfer of the Developer's Allocation. The Owners shall not raise any objection for the same and the Owners shall have no preemptive right for the same to the provisions written in Clause Article- VII(5) hereinabove.

**ARTICLE - X : NOTICE OF POSSESSION & PAYMENT OF TAXES**

1. After completion of the building as per the said sanctioned plan, the Developer shall issue a letter to the Owners at their addresses before delivery of possession. On receipt of the above said letter, the Owners shall take possession of the Owners' Allocation being free from all encumbrances.
2. The Developer shall be liable to pay the taxes from the date of taking possession of the FIRST SCHEDULE property till completion of the building and after taking possession and fulfillment of SECOND SCHEDULE property, the Owners shall pay proportionate share of taxes for allotted portion and the intending Purchaser/s shall be liable to pay allocated partitions taxes on proportionate basis from the date of possession of the said allocated portion.

**ARTICLE - XI : DUTIES & OBLIGATIONS AND/OR REGISTRATION**

1. Both the Owners and the Developer shall abide by all laws, bye-laws, rules and regulations imposed by the Government, local bodies as the case may be and shall attend answer and be responsible for any deviation and/or breach of any one of the said laws, bye-laws and rules and regulations.
2. The Owners and the Developer shall keep the interior walls of their allocation clean and harmless

including sewer, drains, pipes and other fittings comprised therein.

**ARTICLE - XII: OWNER'S INDEMNITY**

The Owners hereby do agree that the Developer shall be entitled to the said construction including the Developer's Allocation and shall enjoy the said allocation without any interference and/or disturbances provided that the Developer perform and fulfill all the terms and conditions herein contained and on their part are to be observed and performed.

**ARTICLE - XIII : DEVELOPER'S INDEMNITY**

1. The Developer hereby agrees to keep the Owners indemnified against all Third Party claims and action arising out of any act or admission of the Developer in or relation to the demolition of the said building / structure.

2. The Developer hereby undertake to keep the Owners indemnified against all actions, suits, costs, proceedings and claims may arise out of the construction of the said building, Developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

**ARTICLE - XIV: MISCELLANEOUS**

1. It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified and may be required to be done by the Developer and may in need of the Owners and various application and other documents may be required to be signed or made by the Owners which specified provision may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds matters if it is found necessary for the



construction of the building and the Owners shall execute any such additional Power of Attorney and/or authorization may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents same may be provided that all such acts deeds, matters and things do not in any way infringe on the right of the Owners and/or against the spirit of this Agreement as mentioned by the owners and the owners shall not cause any hindrance during construction of the building. That Developer will be entitled to display any sign board as may require on the said plot as well as in any where and also will be entitled to make advertisement for selling of Developer's allocation

2. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with A/D and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the Developer at the recorded address.

3. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts therein.

4. The Developer will retain all the debris, fittings, and fixtures after demolition of the existing structures and may sell, alienate and dispose off these articles in whatsoever manner they want. That the Owners will not object to do so and will not claim any money for the same after entering into this Development Agreement.

5. The Owners will deliver all original documents including the Deed/s of the property, mutation certificate, municipal taxes receipts, etc. relating to the said property which are in possession of the owners and shall produce the Developer on the date of execution of the present agreement. That all original

documents/title deeds will be handed over to the Association as formed by all the owners of flat/units, spaces at the said premises after completion and handing over possession thereof.

6. The name of the proposed building will be '**SANTI BELA**'.

7. That during execution of the work if the Developer incurs any Loan from any external agency for the said purpose and if any litigation arises there from the Developer will be liable to meet the situation both in expenses and in person.

8. That during execution of the work if any disturbance occurs from any unexpected sources and any miscellaneous expenses becomes necessary to be spent; the Developer will face the situation both in money and in person and any dispute relating to the title of the property if arises shall be faced and/or solved by the owners .

9. That the Owners will not enter into any kind of agreement for mortgage, sale, or any other kind of document by which that property may be encumbered, as well as they will not be entitled to transfer the right title interest over the said property till the delivery of Owners' Allocation by the Developer herein.

10. That without due process of law the present Owners will not revoke the power of Attorney which they will Execute and registrar in favour SRI ANINDYA CHATTERJEE, Son of Late Animesh Chatterjee, by faith : Hindu, by Occupation : Business, residing at 1/32 Sahid Nagar, Dhakuria, Post Office : Dhakuria. Police Station: Kasba Now Garfa. Kolkata: 700031. District 24 -Parganas (south) and/or in favour of any nominated person/s nominated by the developer.

11. That if for any fault on the part of the Owners or for any defect in title of the owners, the Developer



fails to complete the said project the present Owners will refund the cost of construction to the Developer which will be borne by the developer.

12. That if the Developer fails or neglect to complete the construction for no fault of the owners then the owners will be entitled to cancel the agreement as well as will be entitled to claim compensation and damages from the Developer.

#### **ARTICLE -XV : FORCE MAJEURE**

1. The Developer hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the obligation was prevented by the existence of the force majeure and shall be suspended from the obligation during the continuation of the force majeure.

2. Force majeure shall mean flood, war, earthquake, riot storm, tempest, civil riot or strike or commotion, Pandemic, lock down and or any other act or commission beyond the control of the Developer.

#### **ARTICLE -XVI: ARBITRATION**

In case of any dispute, differences of opinion arising between the parties hereto with regard to construction or interpretation of any of the terms and conditions herein contained or touching the presents or determination of any liability the same shall be referred to Arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory enactment or modification there under.

#### **ARTICLE- XVII: JURISDICTION**

The Courts at Alipore District Court and High Court at Calcutta shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising due of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the piece and parcel of homestead land measuring 3(three) Cottahs 7(seven) Chittacks 38.5(thirty eight point five) Sq. Ft. more or less together with straight two storied building each floor measuring 1200 square feet more or less measuring total area 2400 Sq. Ft. with cemented flooring lying and situated at Mouja : Dhakuria, Touji No. 230/233, J.L. No. 18, R.S. No. 5 and C.S. Dag no. 1497 , C.S. Khatian No. 336, at and being **Premises no. 89B, Selimpore Road**, (having mailing address 2/20, Sahid Nagar Colony), Post Office : Dhakuria, Police Station : Kasba now Garfa, Kolkata : 700031, within the limits of the Kolkata Municipal Corporation, Ward No. - 92, under Police Station: Kasba now Garfa, District 24 Parganas (South), the said property is butted and bounded in the manner as follows;

On the North	:	By 89A, Selimpur Road;
On the East	:	By 89D, Selimpur Road;
On the West	:	By 12 feet wide K.M.C. Road;
On the South	:	By 89C, Selimpur Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(OWNERS' ALLOCATION)**

That the Owners shall get and/or will be entitled to get the **entire first floor and one flat measuring 909(Nine Hundred and Nine) sq. ft. Built Up Area on the second floor (South-East-West side)** of the proposed Three storied building along with all other common facilities TOGETHER WITH undivided proportionate share of land TOGETHER FURTHER WITH undivided proportionate share in the common areas with fittings, fixtures, appliances, electrical fittings, sanitary fittings etc. utilizing the maximum area available for construction as per the said sanctioned building plan in the proposed



building to be constructed in the FIRST SCHEDULE premises as per said sanctioned plan of Kolkata Municipal Corporation along with all proportionate share in the land underneath the building attributed for the said flats and all proportionate right in common area and facilities available in the said premises as part of owners' allocation as per terms of the present Development Agreement.

The Developer shall have no claim in any part/or portion of the Owners' Allocation.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(DEVELOPER'S ALLOCATION)

That the Developer shall get and/or will be entitled to get the rest constructed area and other saleable areas available along with all other common facilities in the following manner i.e. the **entire ground floor and one flat measuring 571(Five Hundred and Seventy One) sq. ft. Built Up Area on the second floor (North-West side)** of the proposed Three storied building along with all other saleable area except Owners' allocation (morefully mentioned the Second Schedule above) with common facilities TOGETHER WITH undivided proportionate share of land TOGETHER FURTHER WITH undivided proportionate share in the common areas with fittings, fixtures, appliances, electrical fittings, sanitary fittings etc. utilizing the maximum area available for construction as per the said sanctioned building plan in the proposed building to be constructed in the FIRST SCHEDULE as per said sanctioned plan of Kolkata Municipal Corporation along with all proportionate share in the land underneath the building attributed for the said flats; apartments, spaces and other saleable areas and all proportionate right in common area and facilities available in the said premises as part of Developer's allocation as per terms of the present Development Agreement.

The Owners shall have no claim in any part/or portion of the Developer's Allocation.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(COMMON RIGHTS AND FACILITIES)

1. Electrical wiring and fittings and fixtures for lighting the common passage entrance of the FIRST

**SCHEDULE premises.**

2. The staircase leading from the Ground Floor to the roof of the building.
3. The light points in the entrance of the building staircase, landings from the Ground Floor to the roof.
4. The overhead water reservoir and the underground water reservoir of the flats.
5. The main water connection pipe, which comes from the reservoir to the flats/units.
6. The rain water pipes, drains, sewage, septic tank boundary walls and all sides passages in between and the boundary wall.
7. Electric meter room, main electric meter, pumps and switches fixed in the common areas.
8. Roof of the top floor of the building for fixing up T.V. Antenna, repairing of overhead tank drying clothes and any social function subject to the consent of the other flat owner.
9. No Lift facility.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

1. The expenses of maintaining repairing, decoration etc. of the main structures and in particular exterior of the building ultimate roof of the building and rain water pipes, water pipes and electrical wires as under or upon the building as enjoyed or used by the intending Purchasers of the FIRST SCHEDULE premises and the main entrances, passages, landings, staircase of the building as shall be enjoyed by the intending Purchaser/s and the Owner in common and the boundary wall of the building.
2. The cost of cleaning and lighting of the passage, landings, staircase and other portion of the building as shall be enjoyed by the Purchaser of the Developer's Allocation and the Owner. The cost of salaries of durwans, lift men (if any), sweepers, pump men, electricians caretaker and other employees, if any for the above said building

**CONSTRUCTION SPECIFICATION**



Type of Structure	:	R.C.C. foundation and footing in the concrete proportional of 4:2:1 cement ratio.
Super Structure	:	R.C.C. frame work, column, beams, slabs, lintels, chajjas in the concrete proportionate of 4:2:1 ratio with 200 mm thick brick wall on interior wall in 1:5 proportion and 75 mm thick interior wall in 1:4 ratio
Surface finish	:	Exterior good quality paint preferably Asian Paints Apex will be used Interior good quality putty. Doors and windows will be painted with synthetic enamel
Flooring	:	Flooring area of 2'x2' vitrified tiles.
Door	:	Waterproof flash door with Sal wood frame. Main door of flat will be made of wood.
Window	:	Aluminium sliding window with good quality glass, with MS steel guard.
Kitchen	:	20" X 5" Granite cooking platform and steel sink with 3 feet coloured tiled dado, flooring will be verified .
Balcony	:	Half grill.
Toilet	:	Concealed water line (toilet only/W.C.) i) Two in one wall mixture, ii) One shower (toilet), iii) Commode(white), iv) PVC cistern, v) Porcelain hand wash basin with pillar cork, vi) 6 feet in height glazed tiles dado,
W.C.	:	i) 2 Nos. tap, ii) Commode with PVC cistern, iii) 5 feet in height glazed tiles dado,

Plumbing/Drainage :

- i) Necessary drain sewer line inspection pits and accessories duly connection to the septic tank,
- ii) Water pump with motor of requisite capacity,
- iii) PVC main water pipe,

Electric :

- i) Concealed wiring with good quality copper cable built in channel modular switch board with modular switch.
- ii) Two light points, one fan and one power point (5 Amp.) in bed room , one AC point.
- iii) Two light points, two fan point, two power point in dining/drawing room (one 15 Amp. & other one 5 Amp.), one T.V. Point, Cable Point,
- iv) One light and one power point, one geassor point in bath room and kitchen (15 Amp. Power) one point for microwave (15 Amp.)
- v) One washing machine point.

Note: Every point will be of 5 Amp. Capacity except fridge & Water heater. A.C. line to be done in 2 bedrooms.

Electric Meter : Procurement of electric meter for individual flat/unit from CESC shall be on account of respect flat owner.

Roof : Necessary water treatment will be done.

Water Supply : Water will be provided through K.M.C. water supply and by storing the same in underground reservoir. One overhead reservoir will be provided on the ultimate roof and the electric pump will fetch the water from the underground reservoir to the overhead reservoir.

**N.B. :** Any extra work will be done on payment of extra cost well in advance intimation and payment.



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and  
seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the Parties herein at Kolkata in the  
Presence Of:-

**WITNESSES:**

1. A. Dasgupta

Amal Dasgupta  
2/20, Sahid Nagar  
P.O. Dhakuria, Kol-700031.

Amal Dasgupta

S. Dasgupta  
Signature of the OWNERS

2. Bhaskar Chandra  
Jeetah Chandra  
Kol - 14

For SHELTER PLAZA PVT. LTD.

Arindya Chatterjee  
Director

Signature of the DEVELOPER

Prepared in my Office:

Soumik Biswas

**SOUMIK BISWAS**

Advocate

High Court, Calcutta.

Enrl. No.: F/1590/11

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 160601731 for the year 2023.



Digitally signed by AMITAVA GHOSAL  
Date: 2023.05.17 11:17:20 +05:30  
Reason: Digital Signing of Deed.

*Amitava Ghosal.*

(Amitava Ghosal) 2023/05/17 11:17:20 AM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
West Bengal.

(This document is digitally signed.)

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