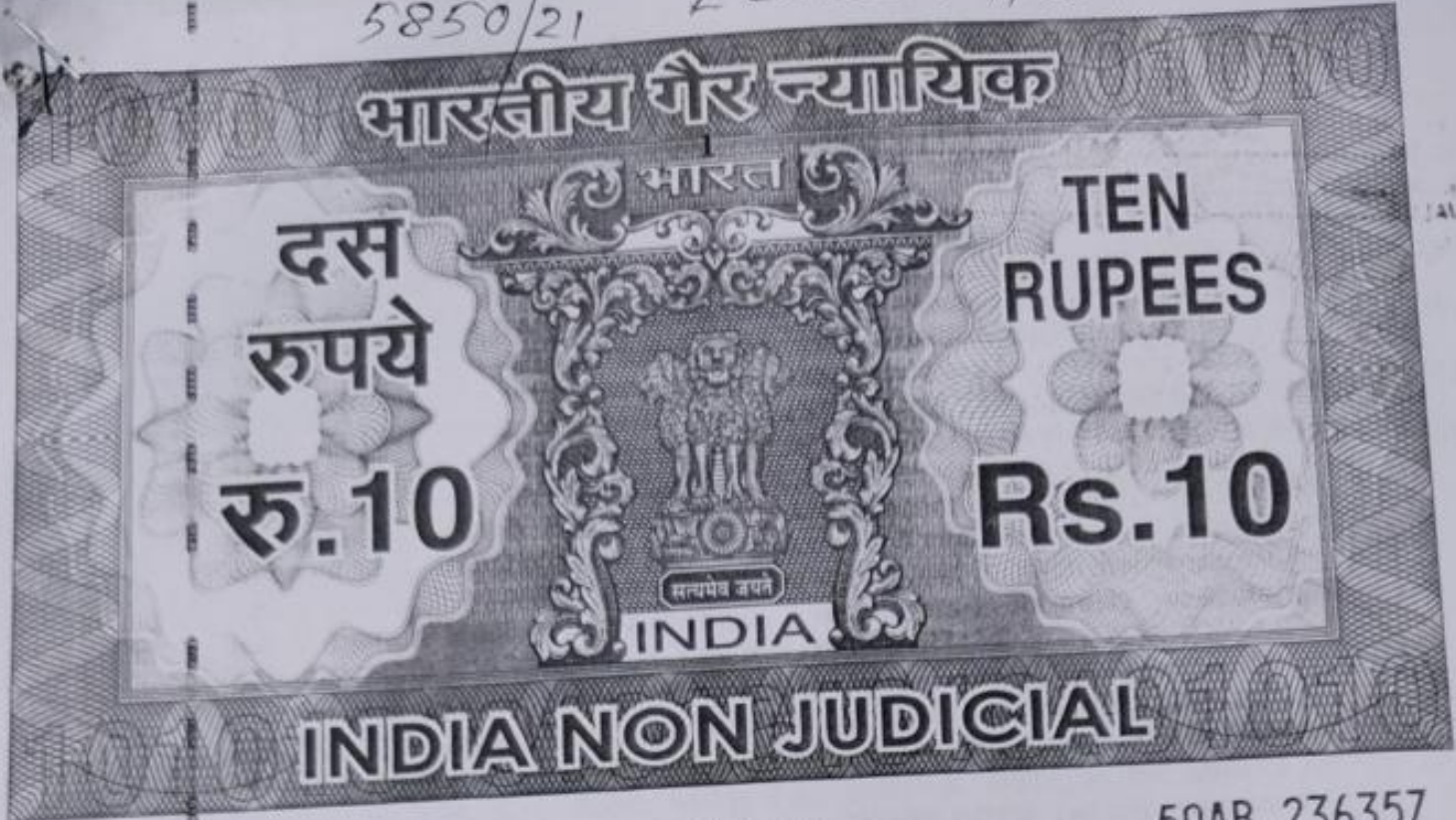


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AGREEMENT FOR DEVELOPMENT

This Agreement for Development is made on this the 5th day of July, Two Thousand Twenty One

EXECUTED BY AND BETWEEN

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

District Sub-Registrar-II
Howrah

15 JUL 2021

Containing Total 20 Pages

1. SMT. NEELAM DAS, (PAN No. ANOPD6293P), (Aadhar No. 2704 3742 2061), wife of Sri Suresh Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah and **2. SMT. CHAYYA DEVI SHAW**, (PAN No.), (Aadhar No. 6130 9728 2593), widow of Late Murlidhar Shaw, by faith Hindu, by occupation Housewife, resident of 41/1, B.L. Roy Road, within P.O. & P.S. Howrah, in the District of Howrah, hereinafter referred to as the **OWNERS** (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, legal representatives, successors-in-interest, executors, administrators and assigns etc.) **of the ONE PART;**

AND

SRI SURESH DAS, (Pan Card No. AGIPD7322C), (Aadhaar No. 4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, resident of 174, G.T. Road, within P.O. and P.S. Bally, in the District of Howrah, hereinafter referred to as the **DEVELOPER** (which expressions shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors-in-interest, legal representatives, executors, administrators and assigns etc.) **of the OTHER PART;**

WHEREAS ALL THAT piece and parcel of **LAND** measuring about 14(Fourteen) Cottahs 08(Eight) Chhittaks 14(Fourteen) Square Feet, appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, L.R. Dag No. 23632, under Khatian 8784, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, along with all rights of easements, other right, title, interest and appurtenances thereto was originally belonged to one Narendranath Singha Roy whose name had been duly recorded in the C.S. record of right and he had been duly possessing as well as enjoying the said property having sixteen annas right, title and interest therein not only by exercising all sorts of overt acts over the same but also by mutating his name before the then Bally Municipality as true and lawful owner thereof and also by taking all sorts of usufructs there from without any interruption from any corner whatsoever;

AND WHEREAS while thus being lawfully seized and possessed of the aforesaid property said Narendranath Singha Roy executed a registered Deed of Settlement in favour of his wife viz. Smt. Abha Rani Singha Roy inter alia giving her life interest in respect of the aforesaid property and after her demise the aforesaid property shall devolved upon his son viz. Sri Tushar Kanti Singha Roy, the vendor of the owners of the one part and his daughter Smt. Rama Rani Singha Roy and the said Deed of Settlement dated 08.07.1985 was duly registered before the office of the District Sub-Registrar at Howrah and the same has been duly incorporated in Book No. I, Volume No. 68, Pages from 361 to 366, Being No. 3983, For the Year 1985;

AND WHEREAS after demise of said Smt. Abha Rani Singha Roy her son Sri Tushar Kanti Singha Roy and his daughter Smt. Rama Rani Singha

Roy jointly acquired the aforesaid property and they had been in peaceful possession as well as enjoyment of the same having sixteen annas right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof and also by payment of Government revenues, taxes, etc. before the different authorities and also by taking all sorts of usufructs there from;

AND WHEREAS while thus being seized and possessed of the aforesaid property said Sri Tushar Kanti Singha Roy on account of his bonafide and lawful necessity transferred **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **07(Seven) Cottahs 04(Four) Chhittaks 00(Zero) Square Feet** be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian nos. 49634 and 49638, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, morefully described in the **FIRST SCHEDULE** herein below and hereinafter referred to as the "**Said Property**" by virtue of a registered Deed of Conveyance dated 05.09.2019 since been registered before the office of the District Sub-Registrar-II at Howrah and the same has been duly incorporated in Book No. I, Volume No. 0513-2019, Pages from 164793 to 164821, **Being No. 051305080, For the Year 2019** and delivered peaceful possession thereof;

AND WHEREAS after acquisition of title in respect of the "said property" the OWNERS of the ONE PART have been jointly possessing as well as enjoying the same having joint right, title, interest and possession thereof and also by exercising all sorts of overt acts over the same as 'True and Lawful' OWNERS thereof by payment of Govt. revenues, taxes, etc. before the different authorities and also by mutating their names before the B.L.& L.R.O covered by L.R. Khatian nos. 49634 and 49638 and also by converting the "said property" into Bastu Land;

AND WHEREAS the present OWNERS of the ONE PART, thus, have become the joint owners as well as lawful occupiers in respect of the "said property" i.e. **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **07(Seven) Cottahs 04(Four) Chhittaks 00(Zero) Square Feet** be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian nos. 49634 and 49638, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, as morefully and particularly described in the "**FIRST SCHEDULE**" hereunder written and hereinafter referred to as the "**SAID PROPERTY**", **which is the subject-matter of this AGREEMENT FOR DEVELOPMENT;**

AND WHEREAS in order to enjoy the same in better convenient manner the OWNERS OF THE ONE PART are now desirous of constructing a multi-storied building on the "Said Property" morefully described in the Schedule herein below. But as they have no sufficient finance or resources of their own or they have no necessary amount of cash or other liquid resources to undertake the said construction of the said proposed multi-storied building on the "**SAID PROPERTY**" morefully described in the **FIRST SCHEDULE** hereunder written, as such, they were/are in search of a good, dynamic, well-reputed and financially sound DEVELOPER, who can undertake the responsibility to complete the said construction of proposed multi-storied building over the same;

AND WHEREAS the DEVELOPER of the OTHER PART, is a reputed PROMOTER/DEVELOPER, who have necessary financial resources and sufficient fund to undertake and complete the said construction of the proposed multi-storied building upon the "Said Property" together with all that is necessary to appoint soil surveyor, Engineers, civil engineers, masons and labours, etc. to obtain necessary sanction plan from the Howrah Zillah Parishad for the proposed new multi-storied building and to complete the said proposed construction thereof;

AND WHEREAS the DEVELOPER of the OTHER PART, after coming to know about the aforesaid intention of the OWNERS of the ONE PART, has approached the OWNERS of the ONE PART for implementation of the said project in **JOINT VENTURE** manner and the said proposal is duly accepted by the **OWNERS of the ONE PART** on the terms and conditions as fully and particularly mentioned as written hereunder.

NOW THIS DEED OF AGREEMENT WITNESSTH as follows:-

DEFINITIONS

- (A) **COMMENCEMENT** shall mean the date when this agreement shall be deemed to have come into effect on and with effect from the date first above written.
- (B) The **OWNERS** shall mean **1. SMT. NEELAM DAS**, (PAN No. ANOPD6293P), (Aadhar No. 2704 3742 2061), wife of Sri Suresh Das, by faith Hindu, by occupation Business, residing at Srinagar Colony, Santinagar (Middle), P.O. Sapuipara, within Police Station Bally, in the District of Howrah and **2. SMT. CHAYYA DEVI SHAW**, (PAN No. _____), (Aadhar No. 6130 9728 2593), widow of Late Murlidhar Shaw, by faith Hindu, by occupation Housewife, resident of 41/1, B.L. Roy Road, within P.O. & P.S. Howrah, in the District of Howrah;
- (C) The **DEVELOPER** shall mean **SRI SURESH DAS**, (Pan Card No. AGIPD7322C), (Aadhaar No. 4130 0043 1277), son of Late Satish Chandra Das, by faith Hindu, by occupation Business, resident of 174, G.T. Road, within P.O. and P.S. Bally, in the District of Howrah;
- (D) The "**SAID PROPERTY**" shall mean **ALL THAT** piece and parcel of a definite demarcate area of **BASTU LAND** measuring about

07(Seven) Cottahs 04(Four) Chhittaks 00(Zero) Square Feet be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian nos. 49634 and 49638, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah, as more fully and particularly described in the "**FIRST SCHEDULE**" hereunder written.

- (E) The **DOCUMENTS** shall mean title deed, back deeds, parchas, govt. revenue receipts, mutation papers and other related papers in connection with the "Said Property".
- (F) The **SALEABLE SPACE** means the space in the new building or buildings to be constructed available for independent use and occupation after making due provision for common facilities and the space required therefore.
- (G) The **SUPER BUILT-UP-AREA** means and includes saleable space in all or any of the floors, roofs space or structures, if such floor, are constructed under the sanctioned plan or any amendment thereto obtained, completed before the termination of the agreement.
- (H) The **OWNERS' SHARE/ALLOCATION**, since been specifically mentioned in the **SECOND SCHEDULE** hereunder written, shall mean six Flats measuring about 3000 Sq. Ft. (i.e. 500 sq. ft. each flat) including super built-up area from the First Floor and Forth floor and two shop rooms measuring about 200 Sq. Ft. each including super built-up area on the Ground Floor of the proposed building, yet to be constructed as per the Sanctioned Plan after obtaining from the Howrah Zillah Parishad on the property as more fully and particularly described in the "**FIRST SCHEDULE**" hereunder written, the **SPECIFICATION** of which has been specifically mentioned in the **SIXTH SCHEDULE** hereunder written, with proportionate undivided impartible share in the land underneath;
- (I) The **DEVELOPER'S SHARE/ALLOCATION** shall mean the rest area of proposed New Building on the 'Said Property' after deducting the Owners' Allocation as above Together With other constructed areas of the proposed building, yet to be constructed as per the Sanctioned Plan after obtaining from the Howrah Zillah Parishad (excepting Common Areas within said Building) including the Stairs, Stair-Case, Landings, Other Spaces as will be constructed in all other Floors after completion of allotment of Owners' Share. The Roof and all other common portion shall have to be treated as the COMMON to all the existing occupiers with limited right in respect of the said new and proposed building construction. The DEVELOPER'S ALLOCATION shall specifically mean the aforesaid areas and the space and all other area or areas provided for common facilities and enjoyment

with proportionate undivided share in the land underneath, since been specifically mentioned in the FORTH SCHEDULE hereunder written and this clause will be applicable in case of the Developer in the entire Agreement.

- (J) The FLAT shall mean the covered space consisting of bedrooms, dinning room, drawing room, toilet, kitchen, balcony etc. and all fittings and fixtures therein together with undivided impartible proportionate share or interest in the land underneath the said space comprising the 'Said Property' together with common rights, facilities and amenities.
- (K) The COMMON FACILITIES AND AMENITIES shall mean and include in respect of the new multi-storied building to be constructed such corridors, path ways, stair case, passages, boundary walls, parapet walls, landings, lift, septic tank, sewerage, common lavatories, water pumps/ motor, under ground reservoir, over head tanks, water and other pipes, ducts and plumbing, common electrical wirings and fittings and electrical machine tools, gates and enclosures, ducts, conduits, foundations, pillars and structures or any other facilities and amenities being required for establishment, location and enjoyment provisions and the like as the sanctioned plan may provide for or AS MAY BE AGREED UPON BY AND BETWEEN THE OWNERS AND THE DEVELOPER, since been specifically mentioned in the FOURTH SCHEDULE hereunder written.
- (L) The COMMON EXPENSES shall mean and include the expenses or costs including payment of Government revenues, Panchayat tax other statutory demands, etc. to be borne by all flat owner/owners including the present owner in proportionate manner as will be incurred for the maintenance of the common space, common facilities, common amenities, etc. of the proposed Building as will be enjoyed by such flat owner/owners including the present owner of the proposed Building in common, since been specifically mentioned in the FIFTH SCHEDULE hereunder written.
- (M) The FORCE MAJEURE shall mean flood, earth - quake, riot, war, storm, tempest, civil commotion, strike, shortage of materials, labours, lock out and/or any other act or commission beyond the control of the party affected thereby and in that case, the time shall always be not the essence of contract.
- (N) The ARCHITECT means such an architect or a firm of architects who shall authenticate the plan for the proposed multi-storied building plot and the plan to obtain sanction by the Howrah Zillah Parishad and any other statutory bodies provided in law with the power to sanction the building plan.
- (O) The BUILDING PLAN shall mean such a plan prepared and authenticated by an Architect for the construction of a G+4 patterned multi-storied building or further floor or floors of the proposed buildings, which is yet to be sanctioned by the Howrah

Zillah Parishad and/or any other competent authority empowered to sanction building plans within the Howrah Zillah Parishad area and also includes any amendments thereto or modifications thereof made or caused to be made by the DEVELOPER of the OTHER PART legally according to the building rules and approved by the Howrah Zillah Parishad.

- (I) The **TRANSFER** with its grammatical variations shall mean and include a transfer by possession and by any other mean adopted for effecting what is understood as a transfer of space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in legal term.
- (J) The **TRANSFeree** shall mean a purchaser to whom any space/unit in the said new multi-storied building can be transferred.
- (K) The **PURCHASER** shall mean and include the person or persons, who intend to purchase flat / units in the proposed multi-storied building.
- (L) The **MASCULINE GENDER** shall mean **FEMININE GENDER AND VICE VERSA** and also include any person either male or female or any other common gender.
- (M) The **SINGULAR NUMBER** shall include **PLURAL NUMBER AND VICE VERSA**.

TERMS AND CONDITIONS

(I) THE SCOPE OF THIS AGREEMENT

The OWNERS and the DEVELOPER are always agreed upon the proposed building plan prepared and/or authenticated by any authorized licensed Architect, to be appointed at the instance of the DEVELOPER and signed for the purpose of proper identification by the OWNERS on the date hereof and the said proposed plan shall be submitted before the **Howrah Zillah Parishad** or K.M.D.A. after compliance of all legal formalities through and by the DEVELOPER for its required sanction by the said civil body of the **Howrah Zillah Parishad** or K.M.D.A. The said proposed building plan forms the basis of this Agreement but subject to the following.

(II) AS THE FINAL SHAPE OF THE BUILDING

The policy for sanction of plan or multi-storied building is fluid and indeterminate at the moment, so that the final plan, which shall be obtained as sanctioned from the **Howrah Zillah Parishad** or K.M.D.A., may be undergone to substantial changes from the plan-forming basis of this Agreement. Both the parties to this Agreement for Development agreed that all responsibilities as well as liabilities arising out of any construction beyond valid sanction in respect of the proposed construction over the First Schedule property shall be devolved upon the DEVELOPER OF THE OTHER PART only and the DEVELOPER OF THE OTHER PART shall be liable to rectify such defect or solve the dispute by its own efforts and to face all the consequences either financial or legal in all respect.

(III) COMMENCEMENT

This Agreement shall be deemed to have commenced on and from the date hereof and all costs and expenses incurred by the DEVELOPER preparatory to the agreement shall not be recoverable from the OWNERS and the OWNERS declare that they have already cleared upto date payment of all Taxes before the Local panchayat, Government revenues before the State of West Bengal till this day. The Developer undertakes to pay all municipal taxes and Government Revenues before the appropriate authorities, since been arising on and from this day upto the date of delivery of Owners' allocation and the Owners shall be liable for payment of Taxes, Government Revenues and other statutory arrears, if any, to the appropriate authorities except the period starting from this day till delivery of Owners' allocation.

(IV) OWNER'S RIGHTS AND REPRESENTATIONS

- (A) The OWNERS hereby declare and confirm that the property is free from all charges, encumbrances, liens, lis pendens, by any other person or arising out of any legal process.
- (B) There is no excess vacant land in the "SAID PROPERTY" within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 as amended to date hereof.
- (C) The DEVELOPER agrees to bear all expenses and costs of obtaining such clearance certificates from the income tax and wealth tax authorities, as may be necessary for a transfer of a saleable space included in the DEVELOPER'S Allocation.
- (D) The DEVELOPER shall construct the flats in every floor/floors in accordance with the proposed sanctioned plan in respect of the proposed construction. The CONSTRUCTION OF THE PORTIONS of the OWNERS, as described in the **SECOND SCHEDULE** herein below, shall have to be completed according to the OWNERS' given **SPECIFICATION**, as particularly mentioned in the **SIXTH SCHEDULE** hereunder provided.
- (E) The DEVELOPER shall be at liberty to enter into any agreement for sale or like any other document of proposed transfer and to take earnest money or booking money from the prospective purchaser or purchasers in respect of the portion or portions of the proposed building so far as the Developer's proposed Allotments are concerned, which shall not be included within the Owners' proposed Allocation under any circumstances. The OWNERS OF THE ONE PART shall not interfere any of the transactions made by the DEVELOPER in respect of the proposed newly multi-storied building either during process of project or construction or after completion of such proposed construction in any manner whatsoever on any vague and baseless ground/grounds, which is against the interests of the DEVELOPER.
- (F) Necessary fees and/or charges in proportionate manner can be imposed upon the OWNERS in respect of his proposed allocation as OWNER for the maintenance of common services and/or common areas.

(V) DEVELOPER'S RIGHTS

1. The DEVELOPER, pursuant to signing of this Agreement has become entitled to the following rights, powers and authorities on and from this day :-

(i) The OWNERS, on and from this day, shall allow the DEVELOPER or his engaged person or persons or any other skilled person or persons in the "Said Property" for the purpose of taking actual measurement of the same in order to prepare the proposed Building Sanction Plan for the purpose of submitting the same before the **Howrah Zillah Parishad** or K.M.D.A. for its sanction and also for the purpose of soil testing and other necessary things, which are primarily required for starting the proposed project.

(ii) Exclusive right to construct the multi-storied building upon "**SAID PROPERTY**" comprised in this Agreement, as described in the **FIRST SCHEDULE** hereunder written, in accordance with sanctioned plan, yet to be submitted and obtained by the Developer from the **Howrah Zillah Parishad** or K.M.D.A. and such exclusive permission already given by the OWNERS to the DEVELOPER as to enable the DEVELOPER to proceed with the proposed construction of the multi-storied building, supervise the construction, arrange inspection by the purchaser/s of the DEVELOPER's share of allocation and to hold on the unsold part of DEVELOPER's share of allocation.

(iii) Exclusive right to deal with any intending purchaser / purchasers for sale, lease, mortgage or any kind of transfer in respect of any portion of his allocation of the proposed building or take earnest or entire consideration money from them for the same according to his own choice and absolute discretion after delivery of Owners' Allocation.

(iv) Exclusive right to use, enjoy, possess, arrange or deal with in aforesaid manner in respect of the entire portion of the proposed building as allocated in DEVELOPER's share save and except the said sanctioned area of the proposed building yet to be allocated in favour of the OWNERS OF THE ONE PART as stated in the foregoing paragraphs.

(v) Commercially exploit the newly constructed building or buildings to the extent of the DEVELOPER's allocation therein and the OWNERS shall not put any hindrances to such rights of the DEVELOPER. If the roof has been used for commercial purpose that will be exploited by the Developer alone.

(vi) The DEVELOPER shall bear all costs and expenses of preparing proposed building plans, obtaining sanctions, cost of construction of the new proposed building, advertisements, legal expenses and incidentals wholly and necessarily incurred for the said purpose and be entitled to obtain and keep any deposits, security deposits and the like made by them in the name of the DEVELOPER and all such expenses will be deducted from the OWNERS allocations and the OWNERS will give possession of their portion after subtracting the area equivalent to the aforesaid expenses which will be incurred by the DEVELOPER.

(vii) The OWNERS shall immediately execute a registered General Power of Attorney in favour of the DEVELOPER as the same is required for better convenience to the DEVELOPER in respect of the construction of the building on the "SAID PROPERTY" and to dispose of its allocation i.e. Developer's Allocation and also to arrange necessary finance from any institution, if so required subject to the terms and conditions contained in this Agreement; it is specifically agreed that the aforesaid General Power of Attorney will be registered simultaneously with the execution and registration of this Agreement for Development and the said General Power of Attorney shall always be irrevocable in nature.

(viii) Immediately prior to the execution of this Agreement, the OWNERS already supplied the DEVELOPER all original title documents and other relevant papers against proper receipt in order to enable the DEVELOPER to take necessary steps for starting initial works of proposed project and in the said process if required, the OWNERS shall be liable to co-operate with the DEVELOPER and even be present in person before any concerned authority.

(ix) It is made clear that the DEVELOPER is at liberty to raise further construction over the aforesaid proposed G+4 building and the OWNERS shall have no right over the same nor shall they raise any objection in raising the same. It is further made clear that the OWNERS shall not claim any share over the further construction i.e. above proposed G+4 building;

(VI) CONSIDERATION

(A) The OWNERS are permitting the DEVELOPER to construct and commercially exploit the proposed building upon the "**Said Property**", morefully described in the **First Schedule** herein below, in accordance with the sanctioned plan, yet to be obtained from the Howrah Zillah Parishad or K.M.D.A..

(B) The DEVELOPER will have the exclusive right to get proper deed of conveyance or conveyances executed and registered in favour of his nominee or nominees and/or buyer or buyers in respect of the portion of the proposed building or other spaces within his allocation as the "OWNERS/DEVELOPER OF THE PREMISES" on the strength of the registered General Power of Attorney, since been executed and registered by the OWNERS of the ONE PART this day after execution and registration of these presents only after delivering the Owners' Allocation to the Owners and the OWNERS shall not make any hindrances or have any right to raise objection in any manner whatsoever against the DEVELOPER's such exclusive right, when exercised to dispose of the remaining portion of the proposed building as allocated to the DEVELOPER's share. It is made clear that the Developer is at liberty to execute and register the proposed Deed of Conveyance in favour of his prospective Buyers/ intending Purchasers. The OWNERS after obtaining their owners allocation shall acknowledge the same after receipt of such Owners' Allocation to the Developer.

(C) Taking into consideration of the maximum benefit of the Second Party to this agreement, the DEVELOPER shall bear all arrears taxes, rents and necessary conversion charges for the development of the "Said Property" on and from the date of execution of these presents immediately, which shall be recoverable from the OWNERS at the time of delivery of proposed allocation finally in their favour or in favour of their nominee/s.

(D) The OWNER immediately with the execution of this Agreement, hand over the symbolic possession of the "Said Property" to the DEVELOPER.

(E) The DEVELOPER of the OTHER PART do hereby undertakes that the proposed construction over the First Schedule noted property shall be completed within **60 (Sixty) months** from the date of sanction of the proposed building plan by the Howrah Zillah Parishad or K.M.D.A. or delivery of the physical vacant possession of the "Said Property", whichever shall be later and provided further that the DEVELOPER of the OTHER PART fails to complete the proposed project due to any unavoidable circumstance over which it does not have any control or like nature.

(VII) COMPLETION OF THE BUILDING

The proposed building shall have to be completed within **60 (Sixty) months** from the date of sanction of the proposed building plan by **Howrah Zillah Parishad** or K.M.D.A. or delivery of the physical vacant possession of the "Said Property", whichever shall be later and provided further that the DEVELOPER OF THE OTHER PART fails to complete the proposed project due to force majeure clause as stated herein above or any unavoidable circumstance over which it does not have any control or like nature and in case, any unforeseen circumstances including any disputes arise during this period preventing the DEVELOPER OF THE OTHER PART to complete the proposed constructional project within the aforesaid period, then the time shall be extended for till its completion. Completion Certificate from the competent authority is not the criteria of the term 'completion', the main criteria is that the new proposed building is physically completed as per specification below.

(VIII) SPACE ALLOCATIONS AND CONVEYANCE

1. Upon the completion of construction of the Ground Floor to Top Floor, a survey map of the constructed area shall be endeavored to be prepared by a qualified surveyor and accordingly, a memorandum of allocation shall be prepared and signed by both the parties hereto by showing the portion or portions, which shall have to be allocable to the OWNERS OF THE ONE PART, as per the **Second Schedule** mentioned hereunder written, to be allotted as per the Sixth Schedule mentioned hereunder written.

2. On completion of construction of all floor/floors, the common facilities and amenities as are not allocable to any saleable space but which remain

unsold or un-transferred shall be under the care and supervision of the OWNERS and the DEVELOPER jointly.

3. All dealings by the DEVELOPER in respect of the new constructed building shall be in respect of the income, money relating to DEVELOPER's share of allocation. The money, which will be received by the DEVELOPER from the sale proceeds from the DEVELOPER's allocation, shall be Developer's income only.

(IX) LIABILITIES OF OWNERS AND DEVELOPER

(1) The DEVELOPER shall construct the building with good quality materials, the decision of the Architect in this regard shall be final and both the parties hereto shall be bound by the final decision of the said Architect.

(2) The DEVELOPER OF THE OTHER PART shall construct the building at his own cost and expenses and shall provide fixtures and fittings of general standard as far as possible in the manner as specified in the **SIXTH SCHEDULE** hereunder written.

(3) All costs and expenses or incidentals to the construction of the new building, including any compensation payable to any labour or other parties due to any bonafide reason during construction work shall be borne by the DEVELOPER who shall not ask the OWNERS to contribute any sum allocable.

(4) The OWNERS declare that they have already paid upto date all property taxes and legal dues allocable to and arising from the OWNERHIP of the property by the OWNERS upto this date of execution of these presents.

(5) The DEVELOPER shall notify the OWNERS in writing as soon as the construction of any floor will be fully completed, so far as the proposed allocation of the OWNERS OF THE ONE PART is concerned, as stated herein before.

(6) The DEVELOPER OF THE OTHER PART shall punctually reimburse the OWNERS taxes and property dues upon that part of the property allocable to them until such part is transferred. Taxes and rates allocable to common facilities and amenities shall be borne by the parties hereto in proportionate to space allocations in a floor.

(7) Upon transfer of complete part/s of OWNERS allocation to the OWNERS or their nominee/s, all the responsibilities for the said maintenance, repairs and renewals in respect of the said Owners' Allocation in terms of these presents shall be done at the OWNERS cost and the DEVELOPER shall not be called upon by the OWNERS to bear any part of such expenses.

(X) COMMON RESTRICTIONS

(I) Both parties shall abide by all laws and bye-laws, rules and regulations of the Government, State or Central, local governing bodies and be responsible for violation of such laws and statutory requirements. But it has already been agreed that any penalty or fine imposed by any authority

or any person due to any illegal acts on the part of the DEVELOPER OF THE OTHER PART in course of construction or anything whatsoever, that shall have to be borne by the DEVELOPER himself and in no way he can evade such liability

(II) The OWNER shall allow the free access into their allocable areas, the DEVELOPER's workmen, while the construction is in progress in any part of the building, if such entry is necessary for such construction to proceed unhampered;

(XI) **DEVELOPER'S AND OWNERS' OBLIGATIONS :**

(a) The OWNER OF THE ONE PART shall execute and register a General Power of Attorney, as aforesaid, in favour of the DEVELOPER OF THE OTHER PART in order to enabling him to take the necessary action for starting as well as completing the said constructional project as well as other allied functions or actions in all respect as would be required for this purpose and the same shall always be irrevocable and the successors-in-interest of both the parties are duly bound to comply the legal formalities to make the same lawful by executing and registering a fresh General Power of Attorney with similar powers and authority in case of unfortunate demise of any of the parties hereto.

(b) The DEVELOPER hereby agrees and covenants to complete construction of the new proposed building within **60 (Sixty)** months from the date of sanction of the proposed building plan by the **Howrah Zillah Parishad** or K.M.D.A. or delivery of the physical vacant possession of the "Said Property", whichever shall be later and provided further that the DEVELOPER OF THE OTHER PART fails to complete the proposed project due to aforesaid force majeure clause or any unavoidable circumstance over which it does not have any control or like nature. The aforesaid time limit shall be extended in case of real necessity or in case any unforeseen circumstances arise during the course of running of the proposed project preventing the DEVELOPER OF THE OTHER PART to complete the project, within the aforesaid stipulated period.

(c) The DEVELOPER will be free to transfer and/or part with his share or allotments in the newly proposed constructed building or assign the benefits there from to any prospective purchaser or purchasers of his choice without giving any prior information or taking any prior permission to or from the OWNERS. However, upon completion of proposed construction and after taking over possession by the OWNERS in respect of the OWNERS' allocation, the OWNERS shall be free to transfer any part of their allocation to their nominee/nominees or to any other person.

(d) The DEVELOPER hereby also agrees and covenants with the OWNERS that it shall not do any act, deed or thing which may hinder the OWNERS from taking possession of and enjoyment of the benefits of any completed part of the OWNERS' allocation.

(e) The OWNERS hereby also agree and covenant with the DEVELOPER that they shall not do any act, deed or thing which may render the

DEVELOPER from completing the proposed project or construction within the stipulated period and to dispose of its allocation according to its own discretion or wishes and choices and if it so happened, then the OWNERS shall be liable to pay the compensatory damage or charge to the DEVELOPER as will be demanded by the DEVELOPER.

(f) Both the parties in this context admit that the time is not the essence of contract.

(g) The DEVELOPER shall have no right to sell the property of owners allocation.

(XIV) MISCELLANEOUS

(i) No part of this Agreement shall be deemed to constitute a partnership between the OWNERS and the DEVELOPER and the parties hereto do not constitute an Association of persons or body of Individuals.

(ii) Any notice under this agreement by the OWNERS to the DEVELOPER shall be served firstly upon the DEVELOPER at the address as mentioned herein above. The DEVELOPER may also serve notice upon the OWNERS firstly by registered post with acknowledgement due card to his last known address made available to them by the OWNERS by physical delivery with signed receipt given by the said OWNERS. 15 days' Notice for Delivery of Possession of Owners Allocation by the Developer is sufficient to mean that after expiry of the period of the said 15 days' notice from the date of receipt of such notice, the Owners shall be deemed to have received the physical possession of the Owners Allocation with full satisfaction from the Developer.

(iii) The parties hereto have the right to form rules of internal management in all matters involving work under this agreement.

(iv) Neither of the parties or their respective nominee or nominees shall use or be permitted to use their respective allocation in the newly constructed building or any portion thereof for carrying on any illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, annoyance or hazards to the other lawful occupiers of the flat/flats of the said building.

(v) The OWNERS and the DEVELOPER shall be exclusively entitled to their respective share of allocation in the newly constructed building with exclusive right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the OWNERS shall not in any way interfere with or disturb the quiet and peaceful possession of the DEVELOPER'S ALLOCATION and both the parties shall extend their respective hands to co-operate each other for disposing of all of their respective share of allocation.

(vi) The common areas and facilities shall not in any way be encumbered or encroached upon or hindered by any of the parties to this agreement or their respective nominees or by the tenants of the Owners nor shall any of the future or prospective apartment owners shall have any right beyond the

provisions of the West Bengal Apartment Ownership Act, 1972, since been amended thereto, so far as common areas and facilities are concerned.

(vii) All the parties hereto and their respective assignees, transferees, etc. shall use, enjoy and commonly possess the common areas and facilities as fully described in the **FOURTH SCHEDULE** herein below and they proportionately bear the respective costs and maintenance charges for the entire building as fully described in the **FIFTH SCHEDULE** herein below.

(viii) For all other purposes for which no specific clause has been made in this agreement, this agreement shall be governed by all the enactment made in this behalf including Indian Contract Act, 1872, West Bengal Apartment Ownership Act, 1972, West Bengal Apartment Ownership Rules, 1974, West Bengal Apartment (Regulations Of Construction And Transfer By Promoter) Act, 1972, West Bengal Building (Regulations of Promotion of Construction and Transfer by Promoters) Act, 1993, West Bengal Building (Regulations of Promotion of Construction and Transfer by Promoters) Rules, 1995 West Bengal Multi-Storied Building Tax Act and such other acts and laws of the land as may be found in force or applicable in the said property for the time being.

(ix) Death of any party shall not have the effect of termination of this agreement as well as general power of attorney but in such a case, the nominee or nominees of the parties shall automatically step into the shoes of the party including bindings and shares to all intents and purposes and they are duty bound to enter into a fresh Agreement for Development and fresh General Power of Attorney with similar terms and conditions as well as similar powers without claiming anything more from the DEVELOPER of the OTHER PART.

(x) If due to the act committed on the part of the OWNERS OF THE ONE PART, the proposed project comes to be terminated and/or closed and/or stopped in that case, the OWNERS OF THE ONE PART shall be liable to compensate the DEVELOPER OF THE OTHER PART in all respect to that amount of loss as incurred by the DEVELOPER OF THE OTHER PART due to part proceeding work in respect of the said proposed project of construction or during project proceeds.

(XV) **SPECIAL TERMS & CONDITIONS**

(i) The DEVELOPER OF THE OTHER PART shall immediately after execution of this Agreement for Development start for implementation of the terms and conditions of these presents by engaging an Architect or First Class L.B.S., who will take the responsibility to start with the initial work of the proposed project including preparation of the proposed building plan in respect of the "Said Property", soil testing, elevation as well as foundation planning, etc. and shall make every endeavor to submit the proposed building plan before the Howrah Zillah Parishad or K.M.D.A. after compliance of all necessary legal and statutory formalities as prescribed in the Howrah Zillah Parishad or K.M.D.A. Act, 1980 and the Howrah Zillah

Parishad or K.M.D.A. Building Rules, 1991 and other statutory directions including fire license, land ceiling permission, etc. if at all necessary. The 'No Objection' certificates and delivery of physical vacant possession in respect of the 'Said Property' is given to the DEVELOPER without any disturbances, prevention and objection from any corner whatsoever.

(ii) The General Power of Attorney preceded by this Agreement for Development shall be registered before the Registering Authority by the OWNERS at the costs and expenses of the DEVELOPER.

(iii) After obtaining delivery of vacant possession in respect of the "Said Property" in physical manner from the OWNERS OF THE ONE PART, the DEVELOPER OF THE OTHER PART shall start raising proposed construction as per the said sanctioned plan and after completion of the OWNERS ALLOCATION as aforesaid, it will immediately deliver the vacant possession of the same in favour of the OWNERS or their nominee or nominees as per the Specification as mentioned in the Sixth Schedule of these presents on proper written Acknowledgement Receipt.

(iv) The OWNERS OF THE ONE PART do hereby confirm and assure that the 'Said Property' is absolutely free from all encumbrances and they have got authority to enter into this Agreement for Development with the DEVELOPER OF THE OTHER PART and to execute and register an irrevocable General Power of Attorney in favour of the DEVELOPER empowering it in all respect to complete the proposed construction over the 'Said Property' and the OWNERS OF THE ONE PART also undertake not to encumber the 'SAID PROPERTY' in any manner whatsoever to anyone unless the DEVELOPER gives its express consent to that effect.

(XVI) FORCE MAJEURE

(i) The parties hereto shall not be held liable for failure on any part or performance if the failure is caused by a force majeure for such period of time as the force majeure endured or continued to exist.

(ii) The DEVELOPER undertakes to complete all flats in the said building in each floor and immediately after completion thereof, they will start delivery of the allocation of the OWNERS to the OWNERS or their selected nominee or nominees as per their choice and both the parties will be free to deal with their respective allotments according to their own choice. Be it mentioned further, in case of necessity and at the request of the DEVELOPER OF THE OTHER PART, the OWNERS OF THE ONE PART will join as Co-Executants with the DEVELOPER OF THE OTHER PART and execute and register necessary deed of conveyance or conveyances in favour of the prospective purchaser or purchasers, so far as the allotment of the DEVELOPER is concerned but only after delivery of Owner's share in terms of these presents.

(iii) Notwithstanding anything contained to the contrary in this agreement that the top most roof of the said building including parapet walls therein shall always be common property to all the parties to this

agreement and both the DEVELOPER OF THE OTHER PART hereto and his nominee or nominees may be entitled to use the same for any purposes whatsoever at their logical discretion and also the front portion/space, rear spaces, side spaces around and over the building will be the property of both the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a definite demarcate area of **BASTU LAND** measuring about **07(Seven) Cottahs 04(Four) Chhittaks 00(Zero) Square Feet** be the same a little more or less including all rights of easement, messuages, hereditaments, appurtenances, appendages, benefits, liberties, privileges and all other rights attached thereto appertaining to Revenue Survey No. 1767, Touzi No. 799, R.S. Dag No. 6903, under R.S. Khatian No. 8784 corresponding to L.R. Dag No. 23632, under L.R. Khatian nos. 49634 and 49638, J.L. No. 14, of Mouza Bally, within P.S. previously Bally at present Nischinda, in the District of Howrah;

THE SECOND SCHEDULE ABOVE REFERRED TO (Particulars of the Owner's Share)

The **OWNER'S SHARE/ALLOCATION**, shall mean six Flats measuring about 3000 Sq. Ft. (i.e. 500 sq. ft. each flat) including super built-up area from the First Floor and Forth floor and two shop rooms measuring about 200 Sq. Ft. each including super built-up area on the Ground Floor of the proposed building, yet to be constructed as per the Sanctioned Plan after obtaining from the Howrah Zillah Parishad on the property as more fully and particularly described in the "**FIRST SCHEDULE**" hereunder written, the **SPECIFICATION** of which has been specifically mentioned in the **SIXTH SCHEDULE** hereunder written, with proportionate undivided impartible share in the land underneath

THE THIRD SCHEDULE ABOVE REFERRED TO (Particulars of the DEVELOPER's Share)

The **DEVELOPER'S SHARE/ALLOCATION** shall mean the rest area of proposed New Building on the 'Said Property' after deducting the Owners' Allocation as above Together With other constructed areas of the proposed building, yet to be constructed as per the Sanctioned Plan after obtaining from the Howrah Zillah Parishad (excepting Common Areas within said Building) including the Stairs, Stair-Case, Landings, Other Spaces as will be constructed in all other Floors after completion of allotment of Owners' Share. The Roof and all other common portion shall have to be treated as the COMMON to all the existing occupiers with limited right in respect of the said new and proposed building construction. The DEVELOPER's ALLOCATION shall specifically mean the aforesaid areas and the space and

all other area or areas provided for common facilities and enjoyment with proportionate undivided share in the land underneath, since been specifically mentioned in the FORTH SCHEDULE hereunder written and this clause will be applicable in case of the Developer in the entire Agreement.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Details of common amenities, facilities and common portions)

1. Water Pump, Water Tank, Water Pipes and other plumbing common installations
2. Drainage and Sewerage.
3. Boundary Walls & Main Gates.
4. Such other equipments, installation, fixtures, fittings and space in or within the said Building as are necessary for a passage to the user and occupiers of the Flat Owners to the common parts and common portions for the said Building but excluding the terrace, parapet walls, roof and other covered areas, which properties shall remain with both the parties hereto with right to dispose of the same in concurrence with the both parties as and when decided.
5. It is specifically and expressly mentioned that the Roof of the proposed multi-storied building shall be used by the Developer and/or his nominees and/or his authorized persons for raising further construction on the same and the Owners will not claim any share from the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

The cost of common facilities will be decided and settled by and between the parties and also proportionately borne by them or their respective nominee/s after acceptance of their respective allocation / possession.

1. All cost of maintenance, white washing, painting, re-building, re-constructions, decorating, re-decorating and lighting the common parts and common portions and also the outer walls of the building and also security of the said building in prorate basis.
2. The salaries of all persons employed for the said purpose.
3. All charges and deposits for supply of common utilities on prorate basis.
4. All litigation expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and/or demands from the said building and disputes regarding claims and/or demands from the corporation and/or other local authorities on prorate basis.
5. The office expenses incurred for maintaining the office for common purpose.
6. Municipal Taxes, Multi-storied Building Tax, Water Tax and other Outgoing Taxes, save those separately assessed on the respective flat.









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - II HOWRAH, District Name :Howrah

Signature / LTI Sheet of Query No/Year 05132001097768/2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs Neelam Das Srinagar Colony, Santinagar Middle, City:- , P.O:- Sapuipara, P.S:- Bally, District:-Howrah, West Bengal, India, PIN:- 711227	Land Lord			<i>Neelam Das</i>
2	Mrs Chayya Devi Shaw 41/1, B L Roy Road, City:- , P.O:- Howrah, P.S:-Howrah, District:- Howrah, West Bengal, India, PIN:- 711101	Land Lord			<i>LTI-4 Chayya Devi Shaw Howrah Srinagar</i>
3	Mr Suresh Das 174, G T Road, City:- , P.O:- Bally, P.S:-Bally, District:- Howrah, West Bengal, India, PIN:- 711201	Developer			<i>Suresh Das</i>

State of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0513-2021, Page from 184464 to 184499
Being No 051305410 for the year 2021.



Digitally signed by Panchali Munshi
Date: 2021.07.19 11:46:56 +05:30
Reason: Digital Signing of Deed.

Panchali Munshi

(Panchali Munshi) 2021/07/19 11:47:24 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II HOWRAH
West Bengal.