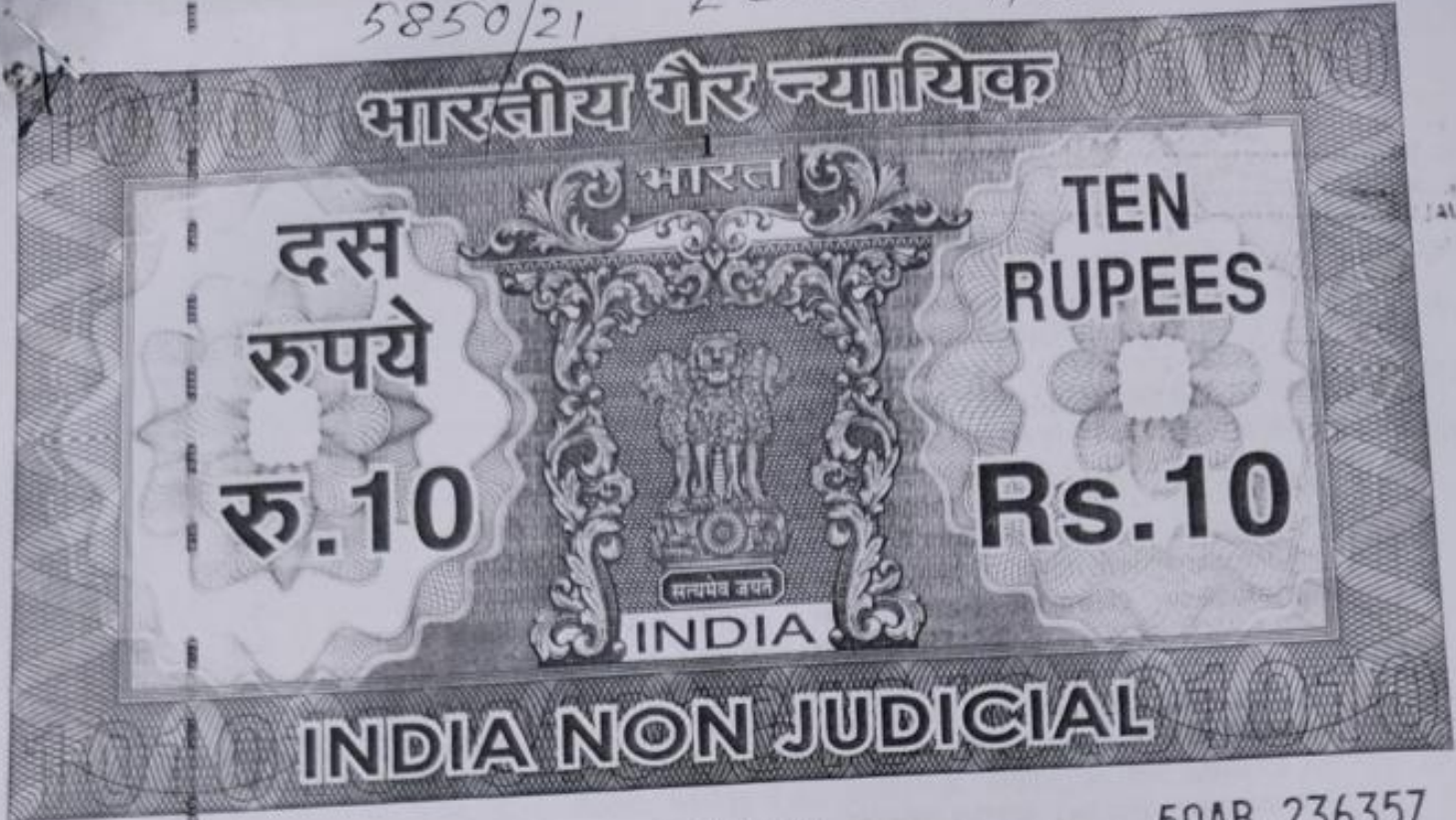


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पश्चिम बंगाल WEST BENGAL

50AB 236357

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, dining 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.

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

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.