

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE
HUNDRED RUPEES

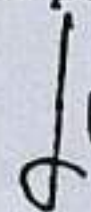
भारत INDIA

INDIAN NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 318563

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



Addl. District Sub-Registrar
Bahala, South 24 Parganas

12 APR 2022

DEVELOPMENT AGREEMENT

MEMORANDUM OF AGREEMENT made this the 12th day of April Two

Thousand and Twenty two (2022) BETWEEN (1) SRI. DEVASHISH LAHIRI,
OCI - (A 026750) (PAN - AWYPL4609C), son of Late. Pravateswar Lahiri,
by Religion - Hindu, by Occupation - Business; (2) SMT. NIBEDITA LAHIRI,
(PAN - AFWPL2967E)(Aadhar Card No.- 809013650785), wife of Sri.
Devashish Lahiri, by Religion - Hindu, by Occupation - Housewife, both
permanently residing at 384, Parnasree Pally, P.S. - Parnasree (Previously

P.S.- Behala), Post Office – Parnasree, Behala, Kolkata – 700060, District South 24 Parganas, West Bengal, India and both also presently residing at 7 Woodside Ave, Norwalk, CT 06855, USA both are hereinafter jointly called and referred to as the 'OWNERS' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns of the "ONE PART" :

AND

MESSRS. PRIME PROJECT CONSTRUCTIONS, a proprietary concern having its office at 423, Parnasree Pally, Kolkata – 700060, represented by its Proprietor, SHRI AMITAV GANGULY (PAN NO. AFKPG2132C) (Aadhar Card No. 735906883212), son of Late Santi Pada Ganguly, by Religion – Hindu, by Occupation – Business, residing at 3/1, Porui Kancha Road, Police Station – Parnasree (Previously P.S. - Behala), Post Office – Sarsuna, Kolkata – 700 061, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the "OTHER PART" :

A. WHEREAS by way of an indenture of sale one Kshitindra Nath Khan son of Kshirode Nath Khan during his lifetime purchased ALL THAT piece and parcel of a bastu land measuring more or less 5 (five) Cottahs 3 (three) Chittacks 38 (thirty eight) Sq.ft together with

One storied building standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400 Khatian No. 66 from “Parnasree Pally Samavaya Samiti Ltd” being a Samiti registered under the Co-operative Societies Act, (Bengal Act XXI of 1940) by paying full consideration money as mentioned thereon which was duly recorded in the office of the District Sub-Registrar, Alipore, South 24-Parganas in Book No. 1, Volume No. 142, Pages from 240 to 242, Being No. 5598 for the year 1974.

B. AND WHEREAS on 29th day of May, 1981 the said Kshitindra Nath Khan gifted Rabindra Nath Khan Bhaduri a portion of bastu land measuring 2 Cottahs 7 Chittacks more or less along with dilapidated structure standing there upon out of his total land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft together with One storied building standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, the said Deed of Gift was duly

registered in Book No. 1, Volume No. 241, Pages from 55 to 59, Being No. 6093 for the year 1981.

- C. AND WHEREAS** thus the said Kshitindra Nath Khan after gifting the portion of land measuring 2 Cottahs 7 Chittaks out of his total land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft was left with a portion of land measuring 2 Cottahs 12 Chittacks 38 Sq.ft together with one storied dilapidated building standing thereupon and he became the sole and absolute owner of the said portion.
- D. AND WHEREAS** the said Kshitindra Nath Khan died intestate on 27-05-1986 leaving behind his widow namely Smt. Sabitri Devi and married daughter namely Smt. Manju Lahiri.
- E. AND WHEREAS** after the demise of Kshitindra Nath Khan her legal heirs Smt. Sabitri Devi and Smt. Manju Lahiri mutated their names in the office of Assessor Collector and recorded their respective names in the Kolkata Municipal Corporation (S.S. Unit) and now the said premises known as Municipal Premises No. 25, Parnasree Pally Road No - III and Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.
- F. AND WHEREAS** on 06-04-1994 the said Smt. Sabitri Devi expired leaving behind her only married daughter Smt. Manju Lahiri wife of

Sri. Pravateswar Lahiri as her sole and only legal heir and successor to inherit her according to the Hindu Succession Act, 1956.

G. AND WHEREAS the said Smt. Manju Lahiri became the sole and absolute owner by way of inheritance as the only legal heir of Sri. Kshitindra Nath Khan and Smt. Sabitri Devi and seized and possessed the same free from all encumbrances.

H. AND WHEREAS the said Smt. Manju Lahiri herein thus became the sole and absolute owner of ALL THAT piece and parcel of a bastu land measuring more or less 2 Cottahs 12 Chittacks 38 (thirty eight) Sq.ft together with One storied building measuring more or less 550 Sq.ft standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No – III and Mailing Address. P-384, Parnasree Pally, P.S. Parnasree, Kolkata – 700060, Assessee No. 41-131-15-0025-2 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

I. AND WHEREAS on 15th day of December, 2017 the said Manju Lahiri gifted her entire property to her only son namely Devashish

Lahiri out of natural love and affection, the said Devashish Lahiri the Donor herein accepted the gift of his mother and became the sole and absolute owner of bastu land measuring 2 Cottahs 12 Chittacks 38 Sq.ft more or less together with One storied building measuring more or less 550 Sq.ft standing thereupon which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, the said Deed of Gift was duly registered in the office of the Additional District Sub-Registrar at Behala being Book No. 1, Volume No. 1607-2017, Pages from 323458 to 323487, Being No. 160710944 for the year 2017.

J. AND WHEREAS on the 26th day of March, 2018 the said Sri. Devashish Lahiri who was residing abroad for his service purpose at 7 Woodside Ave, Norwalk, CT 06855, USA gifted a certain portion of undivided bastu land alongwith structure measuring 5 Chittacks and 50 Sq.ft in favour of his wife namely Nibedita Lahiri which is lying and situated in the District – South 24 Parganas, Pargana- Balia, Mouza – Behala, Police Station – Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No.

401, 350 and 400, Khatian No. 66, being Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, the said Deed of Gift was duly registered in the office of the Additional District Sub-Registrar at Behala being Book No. 1, Volume No. 1607-2018, Pages from 94899 to 94934, Being No. 160702900 for the year 2018.

K. AND WHEREAS after the said gift both Devashish Lahiri and Nibedita Lahiri became the joint owners in respect to the Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata – 700060, and duly mutated their names in the records of the Kolkata Municipal Corporation (S.S. Unit), after the Assessment the premises was given the Assessee No. 411311500252.

L. AND WHEREAS after receiving the gift of a portion of bastu land measuring 2 Cottahs 7 Chittacks more or less along with dilapidated structure standing there upon from Kshitindra Nath Khan the said Rabindra Nath Khan Bhaduri mutated his name in the office of Assessor Collector and recorded his respective name in the Kolkata Municipal Corporation (S.S. Unit); the said premises mentioned as Municipal Premises No. 25/1, Parnasree Pally Road No – III and Assessee No. 411311500975 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

M. AND WHEREAS on 17th January, 2002 Smt. Manju Lahiri, Sri. Devashish Lahiri and Smt. Nibedita Lahiri purchased ALL THAT piece and parcel of bastu land measuring 2 Cottahs 7 Chittacks more or less along with 150 Sq.ft One storied pucca structure standing thereupon from Rabindra Nath Khan Bhaduri which is lying and situated in the District - South 24 Parganas, Pargana- Balia, Mouza - Behala, Police Station - Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, the said Deed of Sale was duly registered in the Office of the District Sub-Registrar - II at Alipore, Book No. 1, Volume No. 51, Pages from 41 to 53, Being No. 1971 for the year 2002.

N. AND WHEREAS the said Smt. Manju Lahiri, Sri. Devashish Lahiri and Smt. Nibedita Lahiri herein thus became the undivided 1/3rd co-sharer in respect to the total property i.e ALL THAT piece and parcel of bastu land measuring 2 Cottahs 7 Chittacks more or less along with 150 Sq.ft One storied pucca structure standing thereupon which is lying and situated in the District - South 24 Parganas, Pargana- Balia, Mouza - Behala, Police Station - Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S.

Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, Assessee No. 41-131-15-0097-5 under the limits of the Kolkata Municipal Corporation Ward No. 131 and seized and possessed the same free from all encumbrances.

O. AND WHEREAS on 15th day of December 2017 the said Manju Lahiri gifted her 1/3 share in respect to the entire property to her only son namely Devashish Lahiri out of natural love and affection, the said Devashish Lahiri herein accepted the gift of his mother and became the 2/3 co-sharer of the bastu land measuring 2 Cottahs 7 Chittacks more or less together with One storied building measuring more or less 150 Sq.ft standing thereupon which is lying and situated in the District - South 24 Parganas, Pargana- Balia, Mouza - Behala, Police Station - Behala now Parnasree, A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, the said Deed of Gift was duly registered in the office of the Additional District Sub-Registrar at Behala being Book No. 1, Volume No. 1607-2017, Pages from 323488 to 323519, Being No. 160710943 for the year 2017.

P. AND WHEREAS after the said gift both Devashish Lahiri and Nibedita Lahiri became the joint owners in respect to the Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, and duly mutated their names in the records of the Kolkata Municipal Corporation (S.S. Unit), after the Assessment the premises was given the Assessee No. 411311500975.

Q. AND WHEREAS thus the said Sri. Devashish Lahiri and Smt. Nibedita Lahiri became the joint and co-owners in respect to both the Premises No. 25, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, Assessee No. 411311500252, Ward No. 131 and Premises No. 25/1, Parnasree Pally Road No. III, P.S. Behala now Parnasree, Kolkata - 700060, Assessee No. 411311500975, situated within Ward No. 131.

R. WHEREAS after amalgamation and mutation of the said lands measuring 2 Cottahs 12 Chittacks 38 Sq.ft and lands measuring 2 Cottahs 7 Chittacks the said owners namely Sri. Devashish Lahiri and Smt. Nibedita Lahiri have become the full, absolute, and rightful owners of the 'Said Property' and has thus been absolutely seized and possessed of the said Bastu Land measuring more or less 5 Cottahs 3 Chittacks 38 Sq.ft together with the structures standing thereon lying and situated in District - South 24 Parganas, Pargana - Balia, Mouza - Behala, Police Station - Behala now Parnasree,

A.D.S.R at Behala and D.S.R at Alipore, R.S No. 83, Touzi No. 346, J.L. No. 2, being Scheme Plot No. 384 forming part of C.S. Plot No. 401, 350 and 400, Khatian No. 66, being Municipal Premises No. 25, Parnasree Pally Road No - III and Postal and Mailing Address being 384, Parnasree Pally, P.S. Parnasree, Kolkata - 700060, Assessee No. 41-131-15-00252 under the limits of the Kolkata Municipal Corporation Ward No. 131 hereinafter referred to as the '**Said Property**'.

S. AND WHEREAS the Owners herein agree that the living condition of the existing building is not conducive to healthy living, the existing building is old and dilapidated and for the benefit of exclusive enjoyment of their respective portions and to avoid uncomfortable living the Owners have agreed between themselves to appoint M/s. Prime Project Constructions, the Developer (The party of the Other Part) to develop the 'said property' by construction of a Ground + Four storied building according to plan as sanctioned by Kolkata Municipal Corporation with the fund of the developer.

T. AND WHEREAS the Owners namely Sri. Devashish Lahiri and Smt. Nibedita Lahiri hereby confirm and declare that they are the only Owners of the said property at present and there are no other claimants to the aforesaid property.

U. AND WHEREAS the said Owners after being absolutely seized and possessed of the said piece and parcel of the premises situated at Kolkata Municipal Corporation Premises No. 25, Parnasree Pally, Road No.-III (Postal Address : P- 384, Parnasree, Kolkata – 700 060), which is more and particularly described in the First Schedule hereunder written have paid the Municipal Corporation Taxes till date.

V. AND WHEREAS The Owners have agreed to authorize the Developer to develop the said land described in the 'First Schedule' hereunder written by constructing at Developer's own costs and expenses a new building thereon comprising of flats and car parking spaces on ownership basis and the Owners are agreeable to convey the Developer's Allocation of proportionate share of land and building thereon to any Purchaser or Purchasers nominated by the Developer on the following terms and conditions agreed by and between the parties thereto.

ARTICLE - I : DEFINITIONS

1. The said property shall mean **ALL THAT** demarcated piece or parcel of land measuring 5 Cottahs 3 Chittak and 38 Square feet together with a dilapidated structure measuring 400 sft. lying and situated at Kolkata Municipal Corporation Premises No. 25, Parnasree Pally, Road No.: III, (Postal Address: Parnasree

Pally Samavaya Samity Plot No. 384), Parnasree, Police Station : Parnasree(Previously Behala), Post Office – Parnasree, Kolkata – 700 060, within the Ward No. : 131 of the Kolkata Municipal Corporation more fully and particularly described in the 'First Schedule' hereunder written (hereinafter referred to as the '**SAID PROPERTY**')

2. The **Building** shall mean Ground plus Four storied building comprising of ground floor and Four upper floors together with Lift to be constructed in the said premises in accordance with the Plan sanctioned by the Kolkata Municipal Corporation.
3. **Building Plan** shall mean the building Plan No. 2020140252 dated 11.12.2020 sanctioned by the Kolkata Municipal Corporation in the name of the Owners and shall include any renewal or amendments thereto and/or modifications thereof made or caused by the Developer for better planning and marketability without affecting the owners' part of the building.
- 4.a. **SUPER BUILT-UP AREA** herein is defined only in relation to Built up area which in turn has been defined in the next sub-Paragraph. Built Up Area together with the common areas shall comprise the super built up area. In this context the common areas will include the common ground floor stair case and common ground floor stair case landings, staircase head room on

the top floor. Common Passage from K.M.C. Road to the Ground Floor Stairs, under ground water tank and septic tank, over head water tank, care taker room, common toilet, lift space and other service area on the ground floor and also lift machine room, roof and other areas when constructed specifically for common use and convenience of the Flat Owners. Common Areas taken into consideration for the said Flat has been calculated 20% of the SUPER BUILT UP AREA irrespective of the common areas being little more or less at the time of actual measurement.

- 4.b. **BUILT UP AREA** in relation to the said Flat shall according to its context mean the plinth or covered area of the said Flat including the balconies and also the thickness of the peripheral walls, internal walls and pillars provided however that if any wall be common between the flats then one half of the area under such wall(s) shall be included in each of such flat and it also includes proportionate share of stair case and stair case landing on the floors, lift and lift landing where the said Flat is located and which may be used commonly by the Occupiers/Owners of other flats located on the same floor of the said building. The measurement shall be calculated from outer wall to outer wall of such flats after the building is fully completed.

- 4.c. Super built up area minus 20% shall comprise the built up area or built up area plus 25% shall comprise the super built up area.
- 4.d. The Co-owners shall mean all persons who have agreed to own flats/units in the said building at the said premises including the probable purchasers for incomplete flat/units which is undelivered.
- 4.e. Parking Space shall mean open or covered car parking space.
5. ARCHITECT shall mean the person and/or firm to be appointed by the Developer for planning, designing and supervising the new building.
6. ADVOCATE shall mean an advocate mutually appointed by both the Owners and the Developer and both the parties have herein now appointed Mr. Arindam Maity of 34/1, Mahendra Banerjee Road, P.S. Parnasree, Kolkata - 700060.

ARTICLE - II : EXPLOITATION RIGHTS

The Owner grants license and exclusive right to the Developer to:

- a) Build a Ground plus Four storied building in the said premises containing several flats, units, covered and open car parking spaces in accordance with the sanctioned plan and as per the agreement made herein And

b) To sell the flats, car parking spaces, covered and open car parking spaces to the intending Purchaser/s except the self contained flats and covered car parking spaces in the Owners' allocation and the Developer shall be entitled to obtain necessary advance from such purchaser/s on terms and conditions as the Developer may in his discretion deem fit and proper.

ARTICLE - III : BUILDING

1. The Developer has at his costs and expenses sanctioned a building plan (Building Plan No. 2020140252 dated 11.12.2020) for the proposed building in the name of the Owners from the Kolkata Municipal Corporation. The Developer shall be entitled to revise and amend the sanctioned plan if necessary, according to law except for the Owners' Allocation. Sanctioned Plan of the Owners' Allocation may be revised and re-sanctioned at the Owners' request and expenses.
2. The Developer shall at its own costs and expenses construct the Ground plus four-storied building on the said land according to the sanctioned building plan of the Kolkata Municipal Corporation and according to the specifications thereof.

3. *The Developer shall appoint architect, contractor, sub-contractor, mason, workmen, durwan, mistries and shall pay their contractual considerations, fees, wages and salaries during the period of construction and the Owners shall not be liable for the payment of the same in any manner whatsoever.*
4. *The Developer is hereby authorized and empowered in relation to the said construction, so far as may be reasonably necessary to apply for and obtain at his own cost and expenses all type of permits and licenses from appropriate authorities including the Kolkata Municipal Corporation for temporary and/or permanent connection of drainage, water, electricity, power and/or gas to the building and other inputs and facilities reasonably required, for which purpose the Owners hereby agree to execute in favour of the Developer such Power(s) of Attorney and other authorization as shall be required by the Developer to act with the above mentioned relevant authorities and further the Owners shall also sign and execute all such applications and other documents without delay as shall be reasonably required for the purpose of or otherwise in connection with the construction and maintenance of the said building from time to time.*
5. *All dealing with the Purchasers in respect of selling of residential flats to be constructed on the proposed building, shall be done by*

the Developer, either in his personal name or in firm's name (M/s. Prime Project Constructions). The Owners must give an appropriate Power of Attorney to the Developer to do the above said work. The Owners shall not be held responsible or liable in any manner for the dealing with the purchasers or other parties by the Developer.

6. The Developer shall obtain Completion Certificate from the Kolkata Municipal Corporation within one year from the date of delivery of possession or earlier as granted by the Kolkata Municipal Corporation.

ARTICLE - IV : BUILDING ALLOCATION

1. Immediately upon the start of construction of the proposed building stage by stage and/or on completion or on completion of any parts of the same; except for the Owners' allocation of Flats and Car Parking space (on the Ground floor), other balance flats, covered car parking spaces and open car parking rights reserved for parking of cars shall belong to the Developer. The Owner shall not have any right, title and interest claim and demand whatsoever in respect of the Developer's Allocation.

2. On completion of the building, excluding the Owners' allocation of Flats and covered car parking spaces, the Owners shall transfer and convey at the request of the Developer and at the costs of the Transferee or Transferees the proportionate parts in land in respect of the flats, units and car parking spaces at ground floor in Developer's Allocation by executing the relevant deeds of sale in favour of the Developer or such other person or persons who may be nominated by the Developer in this regard as purchaser/transferee.

ARTICLE - V : CONSIDERATION

1. That the Developer shall construct the Ground + Four storied building on the said premises containing a total land area of 5 Cottahs 3 Chittaks and 38 Square Feet more or less according to the said building plan to be sanctioned by the Kolkata Municipal Corporation. The Developer shall bring in the entire finance for construction of the said building. The Developer shall have the discretion to sell the flats, open and covered car parking spaces in the said building to the Purchasers on his own terms and conditions except for the flats and covered car parking spaces in Owners' Allocation.

2. The total constructed area in form of flats and car parking spaces to be constructed in accordance with the sanctioned building plan will be allocated in the following manner :

OWNERS' ALLOCATION

The Owner shall be allocated 50% of the total sanctioned or built-up area of the flats as mentioned in the sanctioned plan and 50% of Car Parking space below the roof as mentioned below:

THE OWNERS No. 1 and 2 shall be allocated or provided fully constructed and habitable flats as per standard specifications mentioned hereinafter together with 50% Car Parking Spaces in the following manner;

A. FLATS :- (As per enclosed plan)

- a. **Owner No. : 1 & 2, Sri. Devashish Lahiri and Sri. Nibedita Lahiri** shall be jointly allotted One Three Bedroom flat (**Flat No. 101**) measuring 889 sq. ft. Built up Area (Super Built Up Area **1111 sq. ft.**) on the **First Floor**, South/East/West facing.
- b. **Owner No. : 1 & 2, Sri. Devashish Lahiri and Sri. Nibedita Lahiri** shall be jointly allotted One Two Bedroom flat (**Flat No. 102**) measuring 666 sq. ft. Built up Area (Super Built Up Area **833 sq. ft.**) on the **First Floor**, North/West facing.

- c. **Owner No. : 1 & 2,** Sri. Devashish Lahiri and Sri. Nibedita Lahiri shall be jointly allotted a One Bedroom flat (**Flat No. 103**) measuring 435 sq. ft. Built up Area (Super Built Up Area **544 sq. ft.**) on the **First Floor**, East facing
- d. **Owner No. : 1 & 2,** Sri. Devashish Lahiri and Sri. Nibedita Lahiri shall be jointly allotted One Large Two Bedroom flat (**Flat No. 301**) measuring 1324 sq. ft. Built up Area (Super Built Up Area **1655 sq. ft.**) on the **Third Floor**, South/East/West facing.
- e. **Owner No. : 1 & 2,** Sri. Devashish Lahiri and Sri. Nibedita Lahiri shall be jointly allotted One Two Bedroom flat (**Flat No. 302**) measuring 666 sq. ft. Built up Area (Super Built Up Area **833 sq. ft.**) on the **Third Floor**, North West facing.

B. CAR PARKING SPACES :-

THE OWNERS shall be allotted **50% car parking spaces available on the ground floor** each measuring 13'-6" x 7'-0", it has been further agreed by and between the owners and the developer that one car parking space out of the 50% car parking space shall be in accordance with the owner's preference.

C. CONSIDERATION :- (In terms of money).

Any part of the Owners' allocation of flat and car parking space may be sold by the Developer as per subsequent and mutual supplementary agreement between the Owners and the Developer. The rate for the sale of such property shall be decided mutually. The flats and car parking space in Owners allocation thus agreed to be sold, shall be sold by the Developer and the sell consideration paid to Owners in installments as would be mutually agreed. As and when the Owners sell their allocation during or after the completion of the project to intending purchasers, the Developer will sign as the Developer cum Confirming party in the appropriate conveyance deeds.

D. In case K.M.C. allows for a revision of plan under new provisions which may be introduced by the K.M.C. later on and if there is a increase in floor area compared to the now approved plan then the increase in floor area shall be shared between the Owners and the Developer proportionately on the ratio of 50 : 50 either in terms of area or in terms of money as may be mutually agreed upon.

E. OTHERS :-

Demolition of the existing building shall be done by the Developer through an appropriate contractor only after sanctioning of plan of proposed building by the Kolkata Municipal Corporation. The amount of money to be obtained on account of demolition of the existing building shall go to Developer's account and the developer shall arrange for the Owners a suitable 2 bedroom flat comprising of living/dining, kitchen, Toilet, at reasonable price and at the cost of the Developer till the Developer hands over possession of the Owners' Allocation to the said Owners.

DEVELOPER'S ALLOCATION

(50% of the sanctioned or constructed area)

The Developer shall be allocated 50% of the sanctioned or constructed area or the balance of the built up area, which shall include the balance 50% of flats and balance covered parking space in ground floor and 50% of space earmarked as open car parking space (except the said flats and car parking spaces in Owners Allocation). Proportionate undivided share of land with respect to Developer's allocation shall belong to the Developer. The Developer shall allot the flats and other units of spaces together with car parking spaces and other units of spaces in Developer's Allocation to intending purchaser/s