

किमक पश्चिम बंगाल WEST BENGAL

71AB 307784

AGREEMENT

This AGREEMENT is made on this

day of November

2023,

BETWEEN

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(1)SMT MOHUA MANDAL Alias, MOHUA GHOSH(PAN AUTPM7386E), (Aadhar no 4577 0166 2834), Wife of Sri Debjit Mandal, Daughter of Late Madhab Kumar Ghosh, by faith Hindu, by occupation business,(2)SMT MANJURI GHOSH(PAN BDTPG2801A)(Aadhar no 4617 2527 5269), Wife of Late Madhab Kumar Ghosh, by faith Hindu, by occupation house wife, both are residing at 10/2, Sasibhusan Ghosh Lane, P.O. & P.S. Serampore, Dist. Hooghly, Pin 712202, hereinafter called THE OWNERS (which term or expressions shall mean unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives, successors and assigns) of the FIRST PART.

AND

M/S "SOPAN" (PAN ADNFS9793E), a Partnership firm having its office at "PANCHABATI" Apartment, Gobra Chanditala Station Road, P.O. Chanditala, P.S. Dankuni, Dist. Hooghly, Pin 712702, presently having partners ------(1)SRI KAUSIK PANDA(PAN AFXPP4477Q)(Aadhar no 3979 8240 8154), Son of Sri Digambar Panda, by faith Hindu, by occupation business, residing at 134/2, Thakur Bati Street, P.O. & P.S. Serampore, Dist. Hooghly, Pin. 712201 and (2)SRI NIRUPAM SARKAR(PAN APZPS3809R)(Aadhar no 7022 3117 8049), Son of Late Biswanath Sarkar, by faith Hindu, by occupation business, residing at 10, Sashi Bhusan Ghosh Lane, P.O. & P.S. Serampore, Dist. Hooghly, Pin. 712202, hereinafter called the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, successors, successors in office and assigns) of the SECOND PART.

Menigeni Ekosh.

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WHEREAS, the First Parties herein, are the Owners of ALL THAT a piece and parcel of Bastu Land measuring about more or less 06 Ka 14 Ch 00 sq.ft. together with a Kachha Shed standing thereon, laying in Mouja Mahesh, J.L No.15, comprised in R.S. Dag no 3180, R.S. Khatian no. 3446, L.R Dag no.11602, L.R Khatian no.5296/1, & 5606/1, Holding no. 5, Sashibhusan Ghosh Lane, within the municipal jurisdiction of Serampore Municipality, Ward no.17, A.D.S.R office at Serampore, P.S. Serampore, Dist Hooghly, which is fully described in the scheduled below herein and the First Parties herein, have entered into a Registered Development Agreement with Power of Attorney with the Second Party, Developer, herein on 30/12/2017.

<u>WHEREAS</u>, as per the said Registered Development Agreement with Power of Attorney, the Owners Shall get 3635 sq.ft. covered area over the proposed G+4 building to be constructed on the Scheduled below property together with undivided proportionate share in land and common parts and facilities on the Scheduled below property.

Maryeri Stock.

AND-WHEREAS, the present Owners herein, have received the amount of Rs.48,50,000/- (Rupees Forty-eight lakhs fifty thousand) only, by part from the Second Party, the Developer, herein.

NOW THIS AGREEMENT FOR CONTRACT WITNESSTH ASPER FOLLING TERMS AND CONDITION;-

1) That the amount of Rs.48,50,000/-(Rupees Forty-eight Lakhs fifty thousand) will be adjusted at the rate of Rs.3,000/-(Rupees Three thousand) per square feet from the Owners' part herein.

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- 2) That dividing the amount of Rs.48,50,000/-(Rupees Forty-eight Lakhs fifty thousand) at the rate of Rs.3,000/-(Rupees three thousand), the covered area 1617 sq.ft. will be adjusted from the total covered area 3635 sq.ft. from the part of the present Owners' herein.
- 3) That deducting the covered area 1617 sq.ft. from the total covered area 3635 sq.ft. from the part of the present Owners' herein, it remains 2018 sq.ft covered area.
- 4) That 1029 sq.ft. covered area will be deducted on the 1st floor of the proposed G+4 building, from the remaining 2018 sq.ft covered area, from the part of the present Owners' herein, and it remains 989 sq.ft covered area.

Manjori Grosp.

- 5) That 242 sq.ft. covered area will be deducted for lift & stair purpose on the proposed G+4 building from the part of the present Owners' herein, from the remaining covered area 989 sq.ft. and it remains 747 sq.ft. covered area on the part of the present Owners' herein.
- 6) That the remaining 747 sq.ft covered area will be allocated to the present Owners' herein by the Developer, herein, on the proposed G+4 building, within the stipulated time period written as per Registered Development Agreement with Power of Attorney and the allocated 747 sq.ft covered area will be determined through mutual understanding between the Parties herein.

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SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of Bastu Land measuring about more or less 06 Ka 14 Ch 00 sq.ft. together with a Kachha Shed standing thereon, laying in Mouja Mahesh, J.L No.15, comprised in R.S. Dag no 3180, R.S. Khatian no. 3446, L.R Dag no.11602, L.R Khatian no.5296/1, & 5606/1, Holding no. 5, Sashibhusan Ghosh Lane, within the municipal jurisdiction of Serampore Municipality, Ward no.17, A.D.S.R office at Serampore, P.S. Serampore, Dist Hooghly.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of the following:-

WITNESSES:-

(SIGNATURES OF OWNERS)

1.

2.

(SIGNATURES OF DEVELOPER)

Kunik Pula Vimposon Sarokaro