

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

30AB 210665

**SPECIFIED AGREEMENT**

**THIS SPECIFIED AGREEMENT** is made on the 21<sup>st</sup> day of **April, 2019** (Two Thousand Nineteen) **BETWEEN SRI MALAY NATH** (PAN NO. AEAPN2605L) son of- Sri Atul Krishna Nath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- Dhalua, P.O.- Panchpota, P.S.- Sonarpur, Kolkata- 700152, hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heirs, successors, executors, administrators, legal representatives, assigns) of the **FIRST PART**

Malay Nath

SP CONSTRUCTION  
Subrata Kumar  
Pintu Debbarma  
Partner

SP CONSTRUCTION  
Pintu Mondal  
Succanta Kumar Mondal  
Partner

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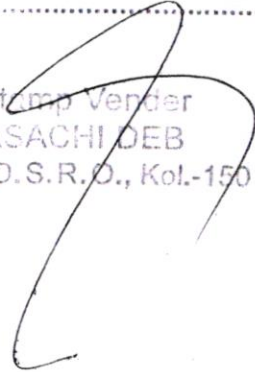
No. .... Date.....

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**P.K. ROY, Advocate**  
**ALIPORE COURT**

Govt. Stamp Vender  
SABYASACHI DEB  
Sonarpur A.D.S.R.O., Kol.-150





**A N D**

**S.P. CONSTRUCTION** (PAN NO. ADIFS6473Q) a Partnership Firm having its office at - 610, East Tentulberia, P.O.- Panchpota, P.S.- Sonarpur, Kolkata- 700152 and represented by its Partners namely (1) **SRI SUKANTA KUMAR MONDAL**, (PAN NO. AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN NO. ACKPN6880H) son of Sri Santosh Naskar, both by faith - Hindu, by occupation- Business, residing at Dhalua, P.S.- Sonarpur, Kolkata-700152, (3) **SRI PINTU DEBNATH** (PAN NO. AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Purba Jadavpur, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN NO. BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.- Sonarpur, Kolkata- 700150, hereinafter called as the **DEVELOPER** (which terms or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**

**WHEREAS** the Landowners herein have entered into a Developers Agreement on 18.06.2018 with the Developer herein for development of his land total measuring about 6 (six) cottahs 14 (fourteen) chittacks 22

Malay Natta

SP CONSTRUCTION  
Subrata Naskar  
Pintu Debnath  
Partner

SP CONSTRUCTION  
Pintu Mondal  
Sukanta Kumar Mondal  
Partner

(twenty two) sq. ft. morefully and particularly described in the Schedule written hereunder;

**AND WHEREAS** this Specified Agreement is being made by the Landowners and the Developer herein (which has been agreed between the Parties herein as per the Developers Agreement dated (18.06.2018) between the Parties herein as intact with certain modified terms and conditions made on this.

**TERMS AND CONDITIONS (MODIFIED)**

- 1) That the entire work of development of the said Schedule property and the construction of the proposed multi-storied buildings will be done in accordance of the sanctioned building Plan bearing No. **279/CB/02/68 Dated 19.03.2019** from the Rajpur Sonarpur Municipality and which was obtained by the Developer exclusively at its own cost and expenses.
- 2) That by this Specified Agreement **the Landowners** are entitled to get total **5 (five) Flats** out of which i) Flat No. A at the First Floor measuring about 750 sq. ft. super built up area, ii) Flat No. B at the First Floor measuring about 866 sq. ft. super built up area, iii) Flat No. C at the First Floor measuring about 838 sq. ft. super built up area, iv) Flat No. C at the Third Floor measuring about 838 sq. ft. super built up area and v) Flat No. D at the Third Floor measuring about 754 sq. ft. super built up area, vi) 474 sq.ft. (built-up) commercial area at the ground floor and **2 (two)** car-parking spaces no.1 and 3 as his total allocations. Apart from it the Landowners herein will also get the proportionate share of indivisible land underneath and easementary rights and facilities, privileges on paths and passages in and around the said project and all other common areas and facilities attached to the said multi-storied buildings.

*Malay Natta*

SP CONSTRUCTION  
*Subrata Nandan*  
*Pintu Debbarthi*  
 Partner

SP CONSTRUCTION  
*Pintu Mondal*  
*Suvanto Kumar Mondal*  
 Partner

Partner

- 3) That the developer also pay the sum of Rs. 8,00,000/- (Eight Lakh) Only to the Landowner at the time of possession of Landowner's allocation.
- 4) That by this Specified Agreement apart from the above-mentioned Landowner's Allocations **the Developer** will get the rest Flats, commercial area and car-parking spaces as their allocations. Apart from it the Developer will also get the proportionate share of indivisible land underneath and easementary rights and facilities, privileges on paths and passages in and around the said project and all other common areas and facilities attached to the said multi-storied buildings.
- 5) That the Developer by virtue of this Specified Agreement shall have the absolute right and liberty to enter into any Agreement for Sale in respect of the Developer's Allocation of the said multi-storied buildings in the said project according to the sanctioned plan of the Rajpur Sonarpur Municipality; and to receive the earnest money and/or any part payment for agreement for sale from the intending purchaser/s.

**SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land containing an area of **6 (six) cottahs 14 (fourteen) chittacks 22 (twenty two) sq. ft.** be the same a little more or less comprised in and formed under Mouza - Dhalua, J.L. No. 43, Touzi No. 340-342, R.S. Khatian No. 120, L.R. Khatian No. 2327/1, R.S. Dag No. 216, L.R. Dag No. 227, Holding No. 256, Dhalua (Paschim), within Ward No. 2, of Rajpur-Sonarpur Municipality under Sub-Registry Office- Garia, Police Station - Sonarpur within the District - 24 Parganas (South).

The said land and the building is butted and bounded as follows:-

ON THE NORTH : By R.S. Dag No. 216 (P);

*Malay Nath*

SP CONSTRUCTION  
*Pintu Kumar*  
 Partner

SP CONSTRUCTION  
*Pintu Kumar*  
 Partner

ON THE SOUTH : By R.S. Dag No. 216 (P);  
 ON THE EAST : By 12 feet wide common passage;  
 ON THE WEST : By R.S. Dag No. 217;

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands, seal and signature on this Specified Agreement the day, month and year first above written.

**WITNESSES:**

1. Arun Mondal  
 Vill + P.O - Dhalua  
 P.S - Sonarpur  
 PIN - 152

*Malay Naithe*  
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**Signature of the Landowners**

2. *Balar Goudar*  
*Gonia Ranchipata*  
*Kol - 152*

SP CONSTRUCTION  
*Subrata Nandan*  
*Pintu Debbarthi*  
 Partner

SP CONSTRUCTION  
*Pintu Mondal*  
*Suman Kumar Mondal*  
 Partner

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**Signature of the Developer**