



पश्चिम बंगाल WEST BENGAL

30AB 210667

SPECIFIED AGREEMENT

Pintu Mondal
THIS SPECIFIED AGREEMENT is made on the 20th day of ~~April~~ ^{May}, 2019 (Two Thousand and Nineteen) **BETWEEN** **SMT. MANJUSREE DAS** (PAN No. AWAPD4460H) daughter of Late Hiralal Das, by faith Hindu, by occupation - House-hold work, by nationality- Indian, residing at- 8B, Mahim Halder Street, P.O. & P.S.- Kalighat, Kolkata- 700026, hereinafter referred to as the **OWNER NO.1**

Santi Gumbay
Kanubhai Rajwade
Manjusree Das

S. P. CONSTRUCTION
Pintu Debbarth
Pintu Mondal
Partner

S. P. CONSTRUCTION
Sudanta Kumar
Sudanta Kumar Mondal
Partner

700150, hereinafter called as the DEVELOPER

07 MAR 2019

S.L. No. 2167 Date.....
Name.....
Address.....
Value.....

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

P.K. ROY, Advocate
ALIPORE COURT

-A N D- SRI SAMBHU MAZUMDER (PAN No. AEWPM1859H) son of- Late Radharaman Majumdar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 16, Gobinda Bose Lane, P.O.- Bhawanipore, P.S.- Kalighat, Kolkata- 700025, hereinafter referred to as the **OWNER NO. 2 -A N D- SRI SANTI GANGULY** (PAN No. ADYPG2174L) son of- Late Gosto Behari Ganguly by faith - Hindu, by occupation- Business, by nationality- Indian, residing at- Fartabad Ganguly Para, P.O.- Garia, P.S. Sonarpur, Kolkata- 700084, hereinafter referred to as the **OWNER NO. 3** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, assigns) of the **ONE PART**

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,

Santi Ganguly
Sambhu Mazumdar
Manjiv Das

S. P. CONSTRUCTION

Subrata Naskar
Pintu Mondal
Partner

S. P. CONSTRUCTION

Subrata Naskar
Sukanta Kumar Mondal
Partner

successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**

WHEREAS the Landowner herein have entered into a Joint Venture Agreement on 11.04.2019 with the Developer herein for development of her land measuring about **10 (ten) cottahs 8 (eight) chittacks 0 (zero) sq. ft.**, morefully and particularly described in the Schedule written hereunder;

AND WHEREAS this Specified Agreement is being made by the Landowner and the Developer herein (which has been agreed between the Parties herein as per the Joint Venture Agreement dated 04.10.2018) leaving the previously executed Joint Venture Agreement dated 04.10.2018 between the Parties herein as intact with certain modified terms and conditions made on this.

TERMS AND CONDITIONS (MODIFIED)1

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. **2365/CB/03/1 dated 01.12.2003** which was subsequently **revised vide plan no 1824/REV/CB/04/20 dated 01/01/2013** and subsequently **modified on 13/05/2019** vide sanction no. **36/REV/CB/04/89** issued by the Rajpur Sonarpur Municipality.

2) That previously in the Joint Venture Agreement dated 04.10.2018 it has been inter-alia agreed by and between the parties herein that the owners will get the following allocations:-

a. **Owner No. 1** will get 2 (two) flats each measuring more or less 650 sq. ft. super built up area in the third floor and one shop room measuring more or less 50 sq.ft. super built up area in the Ground Floor of the Basement + G + 4

S. P. CONSTRUCTION
Subrata Nankar
Suman Kumar Mishra
Partner

S. P. CONSTRUCTION
Subrata Nankar
Suman Kumar Mishra
Partner

Santi Kumar Das
Sambhu Prasad
Manoj Kumar Das

S. P. CONSTRUCTION
Santi Kumar Das
Partner

S. P. CONSTRUCTION
Subrata Nankar
Suman Kumar Mishra
Partner

storied building standing on the land more fully described in the Schedule "D" of the Joint Venture Agreement dated 04.10.2018 together with proportionate interest in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and around the said building in compliance with the sanctioned building plan.

b. **Owner No. 2** will get 2 (two) flats each measuring more or less 550 sq.ft. super built up area in the Third Floor and one shop room measuring more or less 50 sq.ft. super built up area in the Ground Floor of the Basement + G + 4 storied building standing on the land more fully described in the Schedule "D" of the Joint Venture Agreement dated 04.10.2018 together with proportionate interest in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and around the said building in compliance with the sanctioned building plan.

c. **Owner No. 3** will get 1 (one) flat measuring more or less 700 sq.ft. super built up area in the Third Floor and one shop room measuring more or less 162 sq.ft. super built up area in the Ground Floor of the Basement + G + 4 storied building standing on the land more fully described in the Schedule "D" of the Joint Venture Agreement dated 04.10.2018 together with proportionate interest in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and

S. P. CONSTRUCTION

Pinku Dasgupta
Pinku Dasgupta
Partner

S. P. CONSTRUCTION

Subrata Nandan
Subrata Nandan
Partner

Santi Gumbart
Santosh Majumdar

Manjusu Das

around the said building in compliance with the sanctioned building plan.

- 3) That, after detailed discussion and physical measurement of the flats and shop-rooms it has been agreed by and between the parties herein that the owners herein will get the following allocations:-

- a. **Owner No. 1** will get 2 (two) flats out of which one being Flat No. C on the Third Floor measuring more or less 692 sq. ft. super built up area and another being Flat No. F on the Third Floor measuring more or less 731 sq. ft. super built up area and one shop room being Shop No. 11 measuring more or less 64 sq.ft. super built up area in the Ground Floor of the Basement + G + 4 storied building standing on the land more fully described in the Schedule "D" of the Joint Venture Agreement dated 04.10.2018 together with proportionate interest in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and around the said building in compliance with the sanctioned building plan.

BE IT TO BE NOTED THAT before taking possession of her above-mentioned allocations the Owner No. 1 herein will pay a total amount of Rs. 4,30,500/- (Rupees Four Lakh Thirty Thousand Five Hundred) only to the Developer, i.e. calculated @Rs. 3500/- per sq. ft. for the excess area of 123 sq. ft. of flat as mentioned hereinabove.

S. P. CONSTRUCTION

P. S. Subramanyam
P. S. Subramanyam
 Partner

- b. **Owner No. 2** will get 2 (two) flats out of which one being Flat No. E on the Third Floor measuring more or less 705

S. P. CONSTRUCTION

Subrata Ranee
Subrata Ranee
 Partner

Sanku Banerjee
Sanku Banerjee

Manjira Das

sq. ft. super built up area and another being Flat No. A on the Third Floor measuring more or less 395 sq. ft. super built up area and one shop room being Shop No. 13 measuring more or less 68 sq.ft. super built up area in the Ground Floor of the Basement + G + 4 storied building standing on the land more fully described in the Schedule "D" of the Joint Venture Agreement dated 04.10.2018 together with proportionate interest in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and around the said building in compliance with the sanctioned building plan.

- c. **Owner No. 3** will get 1 (one) flat being Flat No. D on the Third Floor measuring more or less 702 sq. ft. super built up area and one shop room being Shop No. 12 measuring more or less 164 sq.ft. super built up area in the Ground Floor of the Basement + G + 4 storied building standing on the land more fully described in the Schedule "D" of the Joint Venture Agreement dated 04.10.2018 together with proportionate interest in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and around the said building in compliance with the sanctioned building plan.

- 4) That by this Specified Agreement apart from the above-mentioned Landowner's Allocations **the Developer** will get the rest Flats, shop-rooms and entire car-parking spaces as their allocations.

Apart from it the Developer will also get the proportionate interest

S. P. CONSTRUCTION
Sudhant & Nandan
Suryadev Kumar Das
Partner

Sanku Gangaiah,
Sambhu Raju Mohan

Manjushree Das

in the land therein and in the common areas and facilities along with rights of easements and user of common space, roof, stairs, passages and facilities as is provided in and around the said building in compliance with the sanctioned building plan.

- 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 the Bastu land total measuring about **10 (ten) cottahs 8 (eight) chittacks 0 (zero) sq. ft.** along with brick built pucca structures standing thereon total measuring about 1000 sq. ft., lying and situated in Mouza- Tentulberia, J.L. No.- 44, R.S. No.- 8, Touzi No. 271, R.S. Khatian No.- 248, R.S. Dag No. 851 corresponding to L.R. Dag No.- 867, R.S. Dag No. 853 corresponding to L.R. Dag No.- 869, under Sub. Registrar- Garia, P.S.- Sonarpur, under Ward No.- 4 of Rajpur Sonarpur Municipality, District- South 24 Parganas and the said property is butted and bounded as follows:-

ON THE NORTH : By 40 feet wide Gangajoara Main Road;
 ON THE SOUTH : By Land of Soma Mondal;
 ON THE EAST : By Ashirbad Apartment;
 ON THE WEST : By Land of Lila Sur & ors.;

Santa Banerjee
Sambhu Rajwade
Manjessu Das

S. P. CONSTRUCTION
Pinku Dasgupta
Pinku Mondal
 Partner

S. P. CONSTRUCTION
Susmita Nandan
Sunil Kumar Das
 Partner

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. Amit Das
Garia, Dhalua
1501-152.

Santi Gumbati
Sambhu Majumdar

2.

Mangisree Das

Signature of the Owners

S. P. CONSTRUCTION

Pintu Deb Nath
Pintu Mondal
Partner

S. P. CONSTRUCTION

Subrata Nath
Sumantra Nath
Partner

Signature of the Developer

Drafted by:-

Dibakar Bhattacharjee
DIBAKAR BHATTACHARJEE
Advocate
High Court, Calcutta.

Santi Gumbati