AGREEMENT OF DECLARATION CUM RECTIFICATION

**THIS AGREEMENT OF DECLARATION CUM RECTIFICATION** is made on day of Februay.., Two Thousand **Twenty (2020)**

**B E T W E E N**

**1) SRI GOPAL DAS**, PAN NO. – EFCPD2053F, Mob No. – 9051040027, Aadhaar No. – 7171-1332-8479, **2) SRI DHIRAJ DAS**, PAN NO. – BZQPD6122A, Mob No. – 9051040027, Aadhaar No. – 8733-0529-8897, both sons of Late Panchanan Das, by occupation – Retired Person, **3) GITA DEY**, PAN NO. – EFCPD2056A, Mob No. – 9051040027, Aadhaar No. – 6714-7288-4332, daughter of Late Panchanan Das, by occupation – Business, **4) SRI SUNIL DAS**, PAN NO. – DGIPD1878Q, Mob No. – 9874341486, Aadhaar No. – 5624-8158-7159, **5) SRI SUSHIL DAS,** PAN NO. – FCAPD2392R, Mob No. – 7044134559, Aadhaar No. – 6330-7028-3058, by occupation – Retired Person, **6) SRI ANIL DAS**, PAN NO. – AFYPD4497H, Mob No. – 9073208484, Aadhaar No. – 5201-8192-7007, No. 4 to 6 sons of Late Banku Behari Das**, by occupation – Service**, residing at 3A, Jadu Bhattacharjee Lane, Post Office & Police Station – Kalighat, Kolkata – 700026, District – 24 Parganas (South), **7) ANIMA KINDU**, PAN NO. – HXDPK9286F, Mob No. – 9681275845, Aadhaar No. – 583084710156, residing at 39, G.N. Mukherjee Road, Chinsura, P.O. – Bansberia, Police Station – Magra, Pin – 712502, District – Hooghly, **8) SEPHALI DAS**, PAN NO. – BNBPD6445D, Mob No. – 9874963444, Aadhaar No. – 9723-7501-9129, residing at Flat – 77, Block – D1, premises No. 16/7, Dover Lane, P.O. – Sarat Bose Road, Police Station – Ballygunge, Kolkata – 700029, District – 24 Parganas (South), **9) DURGA MAITY**, PAN NO. – DIDPM0870A, Mob No. – 9163424375, Aadhaar No. – 4600-2134-2135, daughter of Late Banku Behari Das, No. 7, 8 & 9 by occupation – Housewife, No. 1 to 5 & 9 are residing at 8D, Mahendra Chatterjee Lane, Post Office – Gobinda Khatick Road, Police Station – Topsia, Kolkata – 700046, District – 24 Parganas (South), 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 heirs, executors, administrators, legal representatives, and/or assigns) of the **ONE PART**.

**A N D**

**GITA DEY**, PAN NO. – EFCPD2056A, Mob No. – 9051040027, Aadhaar No. – 6714-7288-4332, daughter of Late Panchanan Das, by occupation – Business, by faith – Hindu, by nationality – Indian, residing at 8D, Mahendra Chatterjee Lane, Post Office – Gobinda Khatick Road, Police Station – Topsia, Kolkata – 700046, District – 24 Parganas (South), 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 her heirs, executors, legal representatives, administrators, and/or assigns) of the **OTHER PART**.

**WHEREAS** by a Development Agreement dated 06.09.2019, the 1st parties as owners executed one development agreement in favour of the 2nd party/developer in respect of all that piece and parcel of Bastu land measuring more or less 2 (two) Cottahs 12 (twelve) Chittacks together with structure standing thereon measuring more or less 600 Square Feet at premises No. **8D, Mahendra Chatterjee Lane, Police Station – Topsia, Kolkata – 700046** and said agreement was duly notarized on 06.09.2019.

**AND WHEREAS** as per the said agreement, all the owners as well as the developer was declared to be getting their respective shares but subsequently the allotment of shares of the owners and developers are changed and accordingly this agreement is being executed for declaring the rectified shares of the owners as well as the developer in respect to the property.

**AND WHEREAS** due to major changes in respect of the allocation of the owners as well as the developer’s portion, this agreement of declaration cum rectification is required.

**AND WHEREAS** all the declaration of the shares of the owners and the developer in respect of the said property made in the said development agreement executed on 06.09.2019 is now rectified.

**NOW** as per development agreement executed on 06.09.2019 Owners’ and Developer’s allocation are as follows:

**OWNERS’S ALLOCATION :** shall mean the Owners shall be allotted as follows :-

1. **GOPAL DAS, DHIRAJ DAS & GITA DEY** shall be allotted one **Garage Space** measuring more or less **200 Square Feet**.
2. **SUSHIL DAS, SUNIL DAS, DURGA MAITY** shall be allotted one **Garage Space** measuring more or less **100 Square Feet**.
3. **SUNIL DAS** shall be allotted one self contained flat measuring more or less **260 Square Feet** covered area situated on the **Ground Floor** consisting of one bed room, living/dining room &one toilet, flooring will be normal/cemented, lift, door made with ply and sliding window.
4. **ANIL DAS, SEPHALI DAS AND ANIMA KUNDU** shall get total **Rs.7,50,000/- (Rupees Seven Lac Fifty Thousand) only i.e. Rs.2,50,000/- only each** at the time of completed the construction of the said building.
5. **DURGA MAITY** shall be allotted one self contained flat measuring more or less **260 Square Feet** covered area situated on the **Southern(front) side** of the **2nd Floor** consisting of one bed room, living/dining room & one toilet, flooring will be normal/cemented, lift, door made with ply and sliding window.
6. **SUSHIL DAS** shall be allotted one self contained flat measuring more or less **260 Square Feet** covered area situated on the **Northern (back) side** of the **2nd Floor** consisting of one bed room, living/dining room & one toilet, flooring will be normal/cemented, lift, door made with ply and sliding window.
7. **DHIRAJ DAS** shall get **two** self contained residential flat measuring more or less **520 Square Feet** as covered area and another self contained flat measuring more or less **500 Square Feet** situated on the **1st Floor**.
8. **GOPAL DAS** shall get two self contained residential flat measuring more or less **520 Square Feet** as covered area situated on the **2nd Floor** and another self contained flat measuring more or less **500 Square Feet** situated on the **3rd Floor**.

**DEVELOPER’S ALLOCATION:** shall mean the Developer shall be allotted the rest portion i.e. the Developer shall be **allotted one** self contained residential flat measuring more or less **520** Square Feet as covered area towards west situated on the **3rd Floor** and also get rest portion of the **Ground Floor** (save and accepted Sushil Das allocation and Owner’s Garage Allocation) as per sanction plan.

**NOW** by this declaration cum rectification the owners as well as developer agreed and declare that the owners and the developer will get their rectified shares mentioned herein.

**OWNERS’ ALLOCATION:** shall mean the Owners shall be allotted as follows :-

1. **GOPAL DAS & DHIRAJ DAS** shall be allotted entire ground floor including garage space as per sanction plan.
2. **DHIRAJ DAS** shall get **two** self contained residential flat one measuring more or less **510 Square Feet** as covered area and another self contained flat measuring more or less **500 Square Feet** as covered area situated on the **1st Floor**.
3. **GOPAL DAS** shall get one self contained residential flat measuring more or less **500 Square Feet** as covered area situated on the **2nd Floor**.
4. Entire 3rd floor shall be equally divided between **SUSHIL DAS, SUNIL DAS, DURGA MAITY, ANIL DAS, SEPHALI DAS AND ANIMA KUNDU.** Each of them shall be allotted one room measuring more or less 100 **Square Feet** covered area. Together they shall also get three bathroom on 3rd floor.
5. **GOPAL DAS, DHIRAJ DAS & GITA DEY** are disentitled to claim any portion of the 3rd floor apart from the common area and portion. On the contrary **SUSHIL DAS, SUNIL DAS, DURGA MAITY, ANIL DAS, SEPHALI DAS AND ANIMA KUNDU** cannotclaim any portion of the ground floor, 1st floor & 2nd floor apart from the common area and portion.
6. No monetary transaction shall be carried out in between the parties.

**DEVELOPER’S ALLOCATION:** shall mean the Developer shall be allotted the rest portion i.e. the Developer shall be **allotted one** self contained residential flat measuring more or less **510** Square Feet as covered area towards west situated on the **2nd Floor.**

In order to rectify the shares of the owners and the developer, this agreement of declaration cum rectification is being executed by both parties and it may well be mentioned that this declaration cum rectification agreement will be treated as part of the original agreement in order to prevent future disputes and any legal encumbrance.

IN WITNESS WHERE OF the parties have hereunto set and subscribed their hands hereto day, month and year first above written SIGNED, SEALED AND DELIVERED at Kolkata in presence of:-

WINESSES:-

|  |  |
| --- | --- |
| 1. | 1. |
|  | 2. |
| 2. | 3. |
|  | 4. |
|  | 5. |
|  | 6. |
|  | 7. |
|  | 8. |
|  | 9 |
|  | SIGNATURE OF THE OWNERS |
|  | SIGNATURE OF THE DEVELOPER |