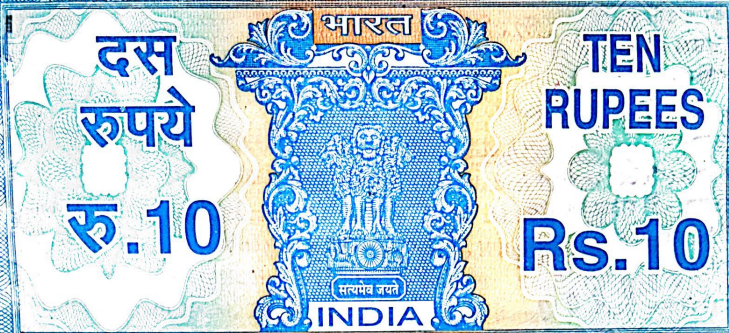


भारतीय गैर न्यायिक



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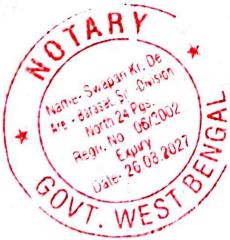
SL. NO. *212*
09 AUG 2023

Before The Notary Public
Barasat, North 24 Pgs

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made on this the
9th day of August, 2023 (Two Thousand Twenty Three).

BETWEEN



2397

9.8.23

নম ও তারিখ -

ক্রেতার নাম -

স্বত্ব -

স্ট্যাম্প মূল্য -

ভেঙ্গার -

বারাসাত কোর্ট, উত্তর ২৪ পরগণা

ভেঙ্গার - শ্রী হারান চন্দ্র সাহু

টি.ডি. নং - 26 JUL 2023

তারিখ

মোট স্ট্যাম্প মূল্য - 000000

স্বাক্ষরী অফিস - বারাসাত

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Get the return paper
DATE: 08.08.23

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT IS MADE BETWEEN
THE PARTIES TO THE ABOVE SAID CONTRACT

BETWEEN

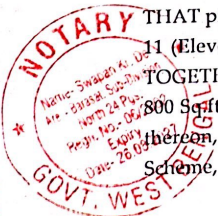


(1) SRI BIKASH CHANDRA SAHA, having PAN APMP53656K and EPIC CKW1185982 and Aadhaar No. 6009-0318-9834, Son of Late Hiralal Saha and (2) SMT. BANI SAHA, having PAN ALGPS1827G and EPIC CKW1186147 and Aadhaar No. 2967-2007-0207, Wife of Sri Bikash Chandra Saha, both are residing at 210/5, Sodepur Road (West), P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, both are by faith - Hindu, by Occupation - Business and Housewife respectively, by Nationality - Indian, hereinafter jointly called and referred to as the OWNERS/EXECUTANTS (which term or expression unless excluded by or repugnant to the context shall mean and include their heirs, successors, administrators, executors, legal representatives and assigns) of the FIRST PART.

A N D

M/S. FORTUNE ESTATE having PAN AAIFF5034B, a Partnership Firm, having its registered office situated at 224/2, Sodepur Road (West), P.O. - Madhyamgram Bazar, P.S. - Madhyamgram, Kolkata - 700130, District - North 24 Parganas, represented by its Partners namely A) SRI ABHIK CHANDRA CHOUDHURY, having PAN AKDPCS258R and EPIC GGC4199295 and Aadhaar 5747-0788-2616, Son of Sri Ashim Chandra Chowdhury, residing at F/E-12/3, Vidyasagar Pally, Jyangra, P.O. - Deshbandhu Nagar, P.S. - Baguiati, Kolkata - 700059, District - North 24 Parganas, B) MADHURIMA SAHA, having PAN BKXPS3533G and EPIC CKW4584447 and Aadhaar 5452-1835-6041, Daughter of Sri Bikash Chandra Saha, residing at 210/5, Sodepur Road, Sarojini Apartment, Flat No. 4A, 4th Floor, P.O.- Madhyamgram Bazar, P.S.- Madhyamgram, District - North 24 Parganas, Kolkata - 700130, both are by faith - Hindu, by occupation - Business, by Nationality - Indian, hereinafter called the DEVELOPER/ATTORNEY (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, administrators, executors, legal representatives and assigns) of the SECOND PART.

WHEREAS the above land owners being the absolute owners of ALL THAT piece and parcel of Bastu land measuring an area of 08 (Eight) Cottah 11 (Eleven) Chittack 19 (Nineteen) Sq.ft. be the same a little more or less, TOGETHERWITH a G+1 storied 1500 Sq.ft. [700 Sq.ft. at Ground Floor and 800 Sq.ft. on the First Floor] cemented flooring residential building erected thereon, being Scheme Plot Nos. 525 and 526, under Basunagar XVIII Scheme, comprised in Sabek Dag No. 427, corresponding to R.S. Dag No.



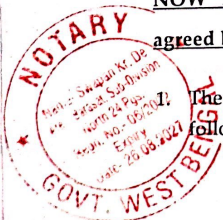
427/676, present L.R. Dag Nos. 1364 [7.38 Decimal] & 1369 [07 Decimal], under Sabek Khatian No. 75, corresponding to R.S. Khatian No. 1501, L.R. Khatian Nos. 12008, 12009, 12010, 12011, 12012 & 12013, present L.R. Khatian Nos. 14152 and 14151, lying and situated at MOUZA - UDAYRAJPUR, J.L No. 43, Re. Su. No. 6, Touzi No. 146, within the jurisdiction of Madhyamgram Muinicipality, Ward No. 11 (Old 8), being Holding Nos. 55, 56, 57, 59 & 62/1, Basunagar Amrita Dighi, Kolkata - 700129, under P.S.- Barasat at present Madhyamgram, A.D.S.R.O.- Barasat, District - North 24 Parganas with a view to develop the same by erecting a multi-storied building thereon, entered into a Development Agreement with the Developer herein, under certain terms and conditions mentioned therein, duly registered on 23/03/2023 before the A.D.S.R.O. Barasat and recorded in Book No. I, Volume No. 1503-2023, Pages from 56171 to 56220, being No. 150301762 for the year 2023 and also empowered the Developer herein, as their Constituted Attorney.

AND WHEREAS according to the terms of the aforesaid registered Development Agreement, the Owners herein shall entitled to get 45% (Forty Five percent) area to be constructed over the said plot of land measuring an area of 08 (Eight) Cottah 11 (Eleven) Chittack 19 (Nineteen) Sq.ft. more or less, according to the building sanctioned Plan of Madhyamgram Municipality, alongwith undivided proportionate impartible share or interest of the land alongwith all common rights and facilities of the said premises and re Developer herein shall entitled to get the rest 55% (Fifty Five percent) area to be constructed over the said plot of land, according to the building sanctioned Plan, alongwith undivided proportionate impartible share or interest of the land alongwith all common rights and facilities of the said premises.

AND WHEREAS at present both the parties herein, amicably decided to demarcate their own allocated Units, for avoiding the future litigations and misunderstandings forever, out of the proposed project and accordingly both the parties herein, after a long discussion between them, amicably entered into this Supplementary Agreement.

NOW THIS INDENTURE WITNESSETH that it is hereby amicably agreed by and between the parties as follows :-

The Land Owner of the First Part herein shall entitled to get the following units as Owner's Allocation as follows :-



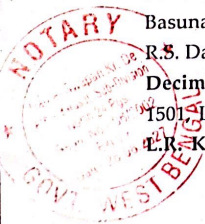
- i. Two Flats being No. A, measuring about 1000 sq.ft. on the First Floor and Flat No. B, measuring about 710 sq.ft. on the First Floor.
 - ii. Two Flats being No. A, measuring about 1000 sq.ft. on the Second Floor and Flat No. B, measuring about 710 sq.ft. on the Second Floor.
 - iii. Two Flats being No. A, measuring about 1000 sq.ft. on the Third Floor and Flat No. B, measuring about 710 sq.ft. on the Third Floor.
 - iv. Three Flats being No. B, measuring about 710 sq.ft. on the Fourth Floor and Flat No. C, measuring about 694 sq.ft. on the Fourth Floor and also Flat No. D, measuring about 694 sq.ft. on the Fourth Floor.
 - v. 07 (Seven) numbers Car Parking, on the Ground Floor.
2. That except the aforesaid Units, all the rest units of the proposed building, shall be known as Developer's Allocation.
 3. That both the parties herein shall faithful to each other and shall co-operate amongst them to complete and/or transfer any portion of the said proposed project.
 4. That it is agreed between the parties herein that, both the parties herein maintain the terms and conditions of this Supplementary Agreement alongwith their legal heirs and successors.
 5. That except the above descriptions, all other terms and conditions of the aforesaid development agreement shall remain unchanged and full force of effect.

THE SCHEDULE HEREINABOVE

(Description of the Property)

ALL THAT piece and parcel of Bastu land measuring an area of 08 (Eight) Cottah 11 (Eleven) Chittack 19 (Nineteen) Sq.ft. be the same a little more or less, together with a G+1 storied 1500 Sq.ft. [700 Sq.ft. at Ground Floor and 800 Sq.ft. on the First Floor] cemented flooring residential building erected thereon, being Scheme Plot Nos. 525 and 526, under Basunagar XVIII Scheme, comprised in Sabek Dag No. 427, corresponding to R.S. Dag No. 427/676, present L.R. Dag Nos. 1364 [7.38 Decimal] & 1369 [07 Decimal], under Sabek Khatian No. 75, corresponding to R.S. Khatian No. 1501 L.R. Khatian Nos. 12008, 12009, 12010, 12011, 12012 & 12013, present L.R. Khatian Nos. 14152 and 14151 [recorded in the name of the Owners

09 AUG 2023



herein respectively], lying and situated at MOUZA - UDAYRAJPUR, J.L No. 43, Re. Su. No. 6, Touzi No. 146, Pargana - Anwarpur, within the jurisdiction of Madhyamgram Municipality, Ward No. 11 (Old 8), being Holding Nos. 55, 56, 57, 59 & 62/1, Basunagar Amrita Dighi, Kolkata 700129, P.S. - Barasat at present Madhyamgram, A.D.S.R.O.- Barasat, District - North 24 Parganas TOGETHER WITH all type of easement rights as available thereto. which is butted and bounded by :-

- On the North :- L/o Arun Banerjee
On the South :- L/o Sankar Narayan Sinha
On the East :- L/o Joydeb Das & Others.
On the West :- 16'-0" wide Municipal Road.

INWITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this the day, month and year first above written.

Executed in presence of:

WITNESSES:-

1. Bikram Kar.
BIRAM KAR
3/1, Gauri Shankar Pandey
Lane, Kol - 700050
9007785202
2. Chandrima Saha.
CHANDRIMA SAHA
210/5, Sodepur Road
Madhyamgram
Kol - 700130.

Drafted by:-

Piyali Banerjee Chattopadhyay

Bikram Kar Saha

Chandrima Saha

Signature of the OWNERS

FORTUNE ESTATE

Swapan Kumar De
Partner

FORTUNE ESTATE

Chandrima Saha
Partner

Signature of the DEVELOPER

Composed by:-

Barasat Court



ATTESTED

Swapan Kumar De
NOTARY (W.B.)
Barasat, North 24 Pgs
Regd No - 05/2002

09 AUG 2023