



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



**SUPPLEMENTARY
DEVELOPMENT AGREEMENT**

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on ...29th day of September..., Two Thousand Twenty Three (2023).

BETWEEN

ANNAPURNA @ THE ANNAPURNA TRUST [PAN. AAEAA0584A], a Hindu Trust, created by Deed of Trust dated 29.06.2010, registered at A.D.S.R. Alipore, South 24 Parganas, and recorded in Book No. IV, CD Volume No. 4, Page from 4414 to 4472, being Deed No. 01642 for the year 2010, having its registered office address at 20, Hindusthan Park, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal,

06 APR 2024

SUJATA GHOSH DAS
Notary Govt. of W.B.
Regd. No. 01412
City Sessions Court, Kolkata

ANNAPURNA TRUST
Aruna Ghosh
Trustee/Beneficiary

ANNAPURNA TRUST
Rinani Mukherjee
Trustee / Secretary

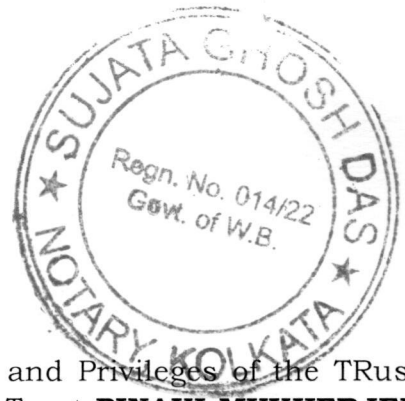
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148844

Pinaki Chattopadhyay
Advocate
Judge's Court Barasat

NAME.....
ADD.....
Rs.....
26 SEP 2023
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolkata

26 SEP 2023
26 SEP 2023



represented by its office bearer with Executive Rights and Privileges of the TRust under the capacity as the Trustee cum Secretary of the Trust **PINAKI MUKHERJEE [PAN. AXEPM4570C] & [AADHAAR NO. 367038732448]**, son of Probal Kumr Mukherjee, by faith - Hindu, by occupation - Management Consultant, by nationality - Indian, residing at 104/N, Narayan Roy Road, P.O. Thakurpukur, P.S. Sakherbazar, Kolkata - 700008, District - South 24 Parganas, West Bengal AND the Trustee and beneficiary of the said Trust, **ABARNA MUKHERJEE [PAN. BAUPG3296F] & [AADHAAR NO. 218617682009]**, wife of Pinaki Mukherjee, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at 20, Hindusthan Park, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal. Hereinafter referred to and called as the **"LANDOWNER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its office bearers, trustees, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

AND

R.S. CONSTRUCTION [PAN. ABDFR8952N], a Partnership Firm, having its Registered Office at 208, Rash Behari Avenue, 1st Floor, P.O. Sarat Bose Road, P.S. Rabindra Sarabar (previously Gariahat), Kolkata - 700029, District South 24 Parganas, West Bengal, represented by its Partners namely (1) **RADHESHYAM SAHA [PAN. AKZPS9689Q], [AADHAAR NO. 611374514728] & [MOBILE NO. 9831895502]**, son of Late Hari Pada Saha, residing at 2/H/2, 1st Floor, Taltala Lane, P.O. Entally, P.S. Taltola, Kolkata - 700014, District - Kolkata, West Bengal & (2) **PRAJAPATI NIRMAN LLP [PAN. ABAFP9949A]**, having its Registered Office at 1st Floor, 41/A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal (represented by its designated partner, **SANDEEP KUMAR SARAOGI [PAN. AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Late Shyam Sunder Saraogi, residing at 1st Floor, 41/A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal), by a Resolution execution of the partners dated 01.02.2022. Hereinafter called and referred to as **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

WHEREAS one Annapurna @ The Annapurna Trust, Landowner herein, is the absolute owner of land measuring 4 (Four) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. be the same a little more or less, which is morefully described in the First Schedule hereunder written.

AND WHEREAS the said Annapurna @ The Annapurna Trust, Landowner herein entered into a Registered Development Agreement with one R.S. Construction, Developer herein, for developing the property, which is morefully described in the

ANNAPURNA TRUST

Trustee/Beneficiary

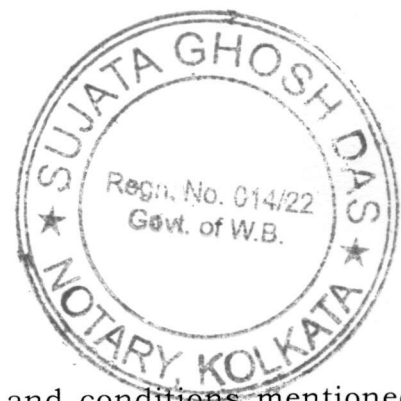
ANNAPURNA TRUST

Trustee / Secretary

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 City: Gariahat, Kolkata

06 APR 2024



First Schedule hereunder written, with some terms and conditions mentioned therein. The said Development Agreement was registered on 23.02.2022, registered in the office of the A.R.A.-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2022, Page from 333590 to 333643, being Deed No. 190403352 for the year 2022.

AND WHEREAS in accordance with the said Registered Development Agreement, the said Annapurna @ The Annapurna Trust, Landowner herein, would entitle to get the Landowner's Allocation, is under :

“ALL THAT 50% of the sanction area as per building plan including i.e. inclusive of 600 sq.ft. of demarcated area of existing restaurant ALONGWITH a sum of Rs.65,00,000/- (Rupees Sixty Five Lakh) only as interest free refundable advance against security deposit and details of which is morefully described in the said Registered Development Agreement”.

AND WHEREAS the Developer herein constructing a G+3 storied building namely “ANNAPURNA ENCLAVE” on the said plot of land and which is morefully described in the First Schedule hereunder written, in accordance with the sanctioned building plan duly sanctioned by the concerned Kolkata Municipal Corporation, vide Sanctioned Building Permit No. 2020080064 dated 23.02.2021.

AND WHEREAS the Developer herein in presence of the Landowner prepared a floor plan for demarcating the Owner's Allocation of the said Annapurna @ The Annapurna Trust, Landowner herein and details of demarcated of Owner's Allocation of the said Annapurna @ The Annapurna Trust is morefully described in the Second Schedule hereunder written, and in this regard, it is necessary to sign and execute this present Supplement Development Agreement in between the parties herein, relating to Owner's Allocation receivable by the said Annapurna @ The Annapurna Trust, Landowner herein, in the building in question. The settled Landowner's Allocation in the building is morefully described in the Second Schedule and settled Developer's Allocation in the building is morefully described in the Third Schedule hereunder written.

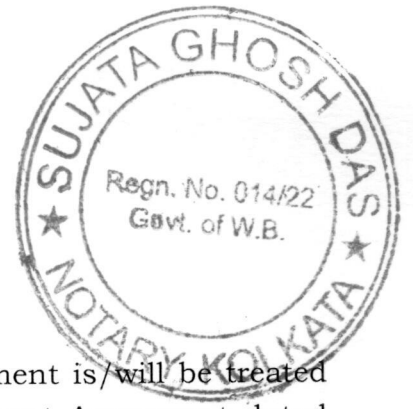
NOW THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT WITNESSETH as follows :-

1. That both the parties herein hereby agreed and declared that all the remaining terms and conditions except the Owner's Allocation as described in the Second Schedule hereunder written, the other clauses in the said Registered Development Agreement dated 23.02.2022 will remain unchanged and enforceable.

ANNAPURNA TRUST
Abarna Mukherjee
 Trustee/Beneficiary

ANNAPURNA TRUST
Sivani Mukherjee
 Trustee / Secretary

06 APR 2024
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 City Sessions Court, Kolkata



2. That this present Supplementary Development Agreement is/will be treated as part and parcel of the said Registered Development Agreement dated 23.02.2022 and both the parties will be liable for any non-performance of their duties in accordance with the said Registered Development Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **4 (Four) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. be the same a little more or less**, situated at and lying at 20, Hindusthan Park, Kolkata - 700029, out of the total land measuring 10 (Ten) Cottahs 8 (Eight) Chittacks 0 (Zero) sq.ft. more or less under KMC Ward No. 86, P.S. Gariahat formerly portion of the Premises No. 20, 46, 47, 47/1, Gariahat Road and No. 41, 39/1 & 53, Monoharpukur Road, and being Lot No. 4, in Improvement Scheme No. 3, being the part of the Holding No. 297, Division-P, in Sub-Division-6, Dihi Panchanna Gram, P.S. Ballygunge, Sub-Registration Dist Alipore, in District 24 Parganas, presently partitioned separated vide Memorandum of Partition dated 08.12.2017, and accordingly mutated cum separated by allotment of **New Premises No. 20/1, Hindusthan Park, P.O. Sarat Bose Road, P.S. Gariahat (now Rabindra Sarabar), Kolkata - 700029**, within the local limit of Kolkata Municipal Corporation, having **Assessee No. 110861507099**, in Ward No. 86, Borough No. VIII, in the District South 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

- ON THE NORTH : By Premises No. 208, Rash Behari Avenue.
ON THE SOUTH : By 20, Hindusthan Park, under Schedule-I, in the name of Amal Kumar Ghosh.
ON THE EAST : By Premises No. 21, 21A, B.C. Hindusthan Park.
ON THE WEST : By Hindusthan Park or whom soever otherwise 20 feet wide KMC Road connecting to R.B. Avenue & Hindusthan Park vice versa.

THE SECOND SCHEDULE ABOVE REFERRED TO
[Owner's Allocation will be received & acknowledged
by Annapurna @ The Annapurna Trust, Landowner herein]

In accordance with the said Registered Development Agreement dated 23.02.2022 and in accordance with Floor Plan and in accordance with the settlement settled in

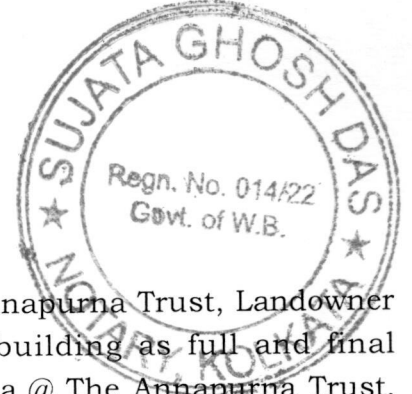
ANNAPURNA TRUST
Abanma (Beneficiary)
Trustee/Beneficiary

06 APR 2024

ANNAPURNA TRUST
Rirahi MUM
Trustee / Secretary

SUJATA GHOSH DAS
Notary Govt. of W.B.
Regd. No. 014/22
City Sessions Court, Kolkata

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between the parties herein, the said Annapurna @ The Annapurna Trust, Landowner herein, will receive its Landowner' Allocation in the building as full and final consideration in satisfactory condition and the Annapurna @ The Annapurna Trust, Landowner hereby acknowledge and confirm its Landowner's Allocation in the building. The details of exclusive Fifty Percent of Landowner's Allocation of the said Annapurna @ The Annapurna Trust, Landowner herein, as per area wise, is are as follows :-

1. THIRD FLOOR :

Entire Third Floor, in form of two self contained residential flats. The details of said flats, as under :

<u>Flat No.</u>	<u>Floor</u>	<u>Side of the Flat</u>	<u>Built Up Area</u> [In Sq.ft. m/l.]	<u>Super Built Up Area</u> [In Sq.ft. m/l.]	<u>BHK</u>
3A	3rd	South-Western	874	1221	3 BHK
3B	3rd	North-Western	878	1227	3 BHK

2. GROUND FLOOR :

- i) One Covered Car Parking Space (without shutter) as per sanctioned building plan, being Covered Car Parking Space No. '5', measuring 150 (One Hundred Fifty) Square Feet more or less.
- ii) One Restaurant, as per sanctioned building plan, being Restaurant Space No. '1', on the North-Western Side, measuring 700 (Seven Hundred) Square Feet more or less of built up area.

3. SETTLEMENT FOR REFUNDABLE SECURITY DEPOSIT :

In accordance with the said Registered Development Agreement dated 23.02.2022, the Landowner has already received a sum of Rs.65,00,000/- (Rupees Sixty Five Lakh) only as interest free refundable advance against security deposit from the Developer herein.

It is settled that the aforesaid total interest free refundable advance against security deposit amounting to Rs.65,00,000/- (Rupees Sixty Five Lakh)

ANNAPURNA TRUST
Sharna Mukherjee
 Trustee/Beneficiary

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ANNAPURNA TRUST
Rinaki Mukherjee
 Trustee / Secretary

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 Regd. No. 014/22
 CIVIL SERVICES COLLEGE, KOLKATA

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only will be refunded by the Landowner to the Developer on or before receiving possession of its Landowner's Allocation as described above in the said building.

4. The said flats/car parking space/restaurant/units lying and situate in the said constructed building, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said units, lying in the said building.
5. The Landowner herein is satisfactorily honoured, acknowledged and accepted its aforesaid Landowner's Allocation with absolute power to sell, transfer and convey its Landowner's Allocation as described above.
6. The save and except the aforesaid allocation of Annapurna @ The Annapurna Trust, Landowner herein, the other areas in the said building will exclusively be treated as Developer's Allocation.
7. Except the aforesaid clarification of Landowner's Allocation, other clauses of the said Registered Development Agreement will remain unchanged and binding upon both the parties.
8. That this present Supplementary Development Agreement will be treated as part and parcel of the said Registered Development Agreement dated 23.02.2022.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Exclusive Developer's Allocation]

In accordance with the said Registered Development Agreement dated 23.02.2022 and in accordance with Floor Plan and in accordance with the settlement settled in between the parties herein, the Developer's Allocation in the building, as is under :

1. FIRST FLOOR :

Entire First Floor, in form of two self contained residential flats. The details of said flats, as under :

ANNAPURNA TRUST
Abarna Mukherjee
Trustee/Beneficiary

ANNAPURNA TRUST
Sirani Mukherjee
Trustee / Secretary

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City Sessions Court, Kolkata



<u>Flat No.</u>	<u>Floor</u>	<u>Side of the Flat</u>	<u>Built Up Area</u> [In Sq.ft. m/l.]	<u>Super Built Up Area</u> [In Sq.ft. m/l.]	<u>BHK</u>
1A	1st	South-Western	874	1221	3 BHK
1B	1st	North-Western	878	1227	3 BHK

2. SECOND FLOOR :

Entire Second Floor, in form of two self contained residential flats. The details of said flats, as under :

<u>Flat No.</u>	<u>Floor</u>	<u>Side of the Flat</u>	<u>Built Up Area</u> [In Sq.ft. m/l.]	<u>Super Built Up Area</u> [In Sq.ft. m/l.]	<u>BHK</u>
2A	2nd	South-Western	874	1221	3 BHK
2B	2nd	North-Western	878	1227	3 BHK

3. GROUND FLOOR :

- i) Four numbers Covered Car Parking Spaces (without shutter) as per sanctioned building plan, being Covered Car Parking Space Nos. '1', '2', '3' & '4', each measuring 150 (One Hundred Fifty) Square Feet more or less.
- ii) One shop as per sanctioned building plan, being Shop No. '2', measuring 200 (Two Hundred) Square Feet more or less of built up area.

4. The said flats/shop/car parking spaces/units lying and situate in the said constructed building, lying and situate on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said units, lying in the said building, with absolute power to sell, transfer and convey the units of Developer's Allocation to any third parties.

ANNAPURNA TRUST

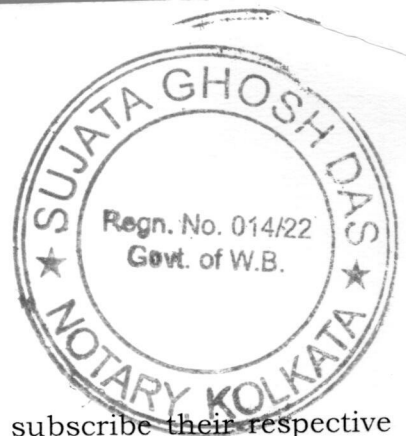
Abanma Mukherjee
Trustee/Beneficiary

06 APR 2024

ANNAPURNA TRUST

Sirani Mukherjee
Trustee / Secretary

SUJATA GHOSH DAS
Notary Govt. of W.B.
Regd. No. 014/22
City Sessions Court, Kolkata



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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. *Riddhiman Nandy*
RIDDHIMAN NANDY
E7-76/H/ New Bireswari Road (West)
Katopole, Kolkata 700141

Annapurna @ The Annapurna Trust
Represented by its Secretary/Trustee
& Trustee/Beneficiary,
Pinaki Mukherjee & Abarna Mukherjee

2. *Amit*
AMIT KUMAR CHOUHAN
S/O AJAY KUMAR SINGH
10/11 Kailash Bose Lane
Howrah - 71101

ANNAPURNA TRUST

Pinaki Mukherjee
Trustee / Secretary

Pinaki Mukherjee

ANNAPURNA TRUST

Abarna Mukherjee
Trustee/Beneficiary

Abarna Mukherjee

Landowner

Drafted By :

Panch Narayan Chatterjee

**For Pinaki Chattopadhyay & Associates,
Advocates,**

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700157.
Ph. : 9830061809.

Composed By :

Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.

SUJATA GHOSH DAS
Notary Govt. of W.B.
Regd. No. 014/22
City Sessions Court, Kolkata

06 APR 2024

R. S. CONSTRUCTION

Radheshyam Saha

Partner

Radheshyam Saha

R. S. CONSTRUCTION

Sandeep Kumar Saraogi
Partner

Prajapati Nirman LLP
(Represented by its designated
partner, Sandeep Kumar Saraogi)
Partners of R.S. Construction

Developer

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION
S. Ghosh Das
NOTARY