

5 Jan. 2022



NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME I. SRI BABLU KUMAR NASKAR, duly appointed 'by the Government of West Bengal as NOTARY and practising within the City of Kolkata, Union of India do hereby certify that the Paper Writings 'A' are presented before me by the Executant (s).

Supplementary Agreement.
Mr. Manabendra Chowdhury, Standalone,
Bhuban Mohan Chowdhury, At. 21/12A,
A.P.C. Dem. P.O. Baghajatin. P.S. Pantuli.
Koi-700086. AND
M/S. T. M. Builders & Developers office
At. 72, Gure Charam Naskar Road, Chak-
dah. P.O. Purkaputary. P.S. Regent Park.
Koi-700093. Dist. South 24 Parganas.

who has/have been properly indentified hereinafter referred to as the Executant(s) this the

25 JAN 2022

THE EXECUTANT having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant(s), I have attested the Execution.

IN FAITH AND TESTIMONY WHERE OF, I SRI BABLU KUMAR NASKAR the said NOTARY have hereunto subscribed my name and placed my Seal of Office on this the 25 JAN 2022



B.K. Naskar
NOTARY

SRI BABLU KUMAR NASKAR
Regn. No. 102/2007
Alipore Police Court,
Kolkata- 700 027
Mob-9830138209



25 JAN 2022

Main Copy

भारतीय गैर न्यायिक

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रुपये
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



5AB 134887

For. T. M. Builders & Developers

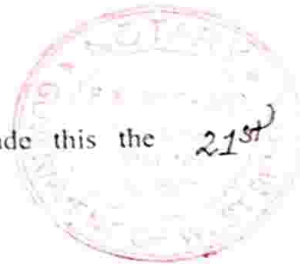
Sawraty. Sudipta Pal
Partner Partner



THIS SUPPLEMENTARY AGREEMENT made this the 21st day of

January Two Thousand and Twenty two(2022)

BETWEEN



Sanjil Dutta @
Sanjil 10r Dutta.

Manabendra chowdhry.

25 JAN 2022

019344

17 JAN 2022

SL. NO.....Dt.....

NAME.....Debes Kr Misra (Adv.)
High Court, Cal-1

ADDRESS.....

.....

RS.....



TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27



(1) SRI MANABENDRA CHOWDHURY (PAN : ACRPC3800D), (Aadhaar No. 7835 6159), son of Late Bhuban Mohan Chowdhury, by faith – Hindu, by Occupation – Retired, residing at 2/12A, A.P.C. Park, Post Office- Baghajatin, Police Station- Patuli, Kolkata – 700 086, District – South 24 Parganas, West Bengal AND (2) SRI SANJIB KUMAR DUTTA Alias SRI SANJIB DUTTA (PAN : ALOPD3742R), (Aadhaar No. 4285 3080 7526), son of Sri Samir Kumar Dutta, by faith – Hindu, by Occupation – Service, residing at P-22, Lakshminarayan Motilal Road (SBI Housing Scheme), Post Office- Sarsuna, Police Station- Parnashree, Kolkata – 700 061, District – South 24 Parganas, West Bengal, hereinafter collectively called and referred to as the “OWNERS” (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

M/S. T.M. BUILDERS & DEVELOPERS, having (PAN-AAGFT1324A), a Partnership firm, having its office at 72, Guru Charan Naskar Road, Chakdah, P.O. Purba Putiary, P.S. Regent Park, Kolkata- 700 093, District- South 24 Parganas, represented by its Partners namely (1) SRI SAMRAT DEY, (PAN – AUTPD8724B), (Aadhaar No.6755 6739 0726), son of Sri Samir Kumar Dey, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 1/36, Brahmapur Shivmandir Road, P.O. Brahmapur, P.S. Bansdroni, Kolkata- 700 096, District- South 24 Parganas and (2) SRI SUDIPTA PAL, (PAN – BFRPP1812A), (Aadhaar No.5767 9357 1834), son of Sri Ranjit Kumar Pal, by Religion - Hindu, by Occupation - Business, by Nationality – Indian, residing at 72, Guru Charan Naskar Road, Chakdah, P.O. Purba Putiary, P.S. Regent Park, Kolkata- 700 093, District- South 24 Parganas, hereinafter called and referred to as the “DEVELOPER/SECOND PARTY” (which expression unless repugnant to the context shall mean and include its heir/heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the OTHER PART.

WHEREAS Sri Manabendra Chowdhury, the OWNER NO. 1 herein, by an Indenture dated 9th day of May, 2001 registered at the Office of D.S R. -IV, Alipore and recorded in Book No. I, Volume No. 64, Pages from 263 to 288, being No. 2482, for the year 2001, purchased ALL THAT piece and parcel of Land measuring an area of 2 (Two) Cottahs 2 (Two) Chittaks 35 (Thirty Five) Sq.ft. more or less out of comprising R.S. Dag No. 105, 106 & 167 all under R.S. Khatian No. 124 lying and

Sanjib Dutta @
Sanjib Kumar Dutta

Manabendra Chowdhury

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For. T. M. Builders & Developers

Samarat
Sudipta Pal

Partner

Partner





situate at Mouza-Garagacha, J.L. No. 45, Pargana- Khaspur, R.S. No. 01H under Collectorate Touzi No. 56, within the limits of Rajpur Sonarpur Municipality Ward No. 1, P. S. Sonarpur now Narendrapur, Sub-Registry Office/A.D.S.R. Office Sonarpur, District South 24-Parganas, from its the then rightful Owners 1. Indian Ropeways & Engineering Co. Ltd. (formerly known as Damodar Ropeways & Engineering Ltd.) a Company incorporated under the Companies Act, 1956 and having its registered Office at 2, Rowland Road, Police Station - Bhowanipore, Kolkata-700 020, 2. Russel Construction Co. Ltd. a Company incorporated under Companies Act, 1956 and having its registered Office at 1A, Vansittart Row, Kolkata -700 001 and 3. Damodar International (P) Ltd. (formerly known as Damodar Ropeways International Pvt. Ltd.) a company incorporated under the Companies Act, 1956 and having its registered Office at 1/ 1A, Vansittart Row, Kolkata -700 001, represented by one of their Directors namely Sri A.B. Chamaria, Son of Sri Champa Lal Chamaria, of 6/2, Moira Street, Kolkata -700 016, vide resolutions dated 27.1.2001 of the Owner No. 1 Company and resolution dated 31.10.2000 of the Owner No. 2 Company and resolution dated 4.9.2000 of the Owner No. 3 Company, for a valuable consideration therein mentioned and the said Deed was confirmed by Debchhaya Abasan Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 243/A, Jodhpur Park, Kolkata-700 068, represented by its Director, Shri Tamal Kanti De, son of Late Kalipada Dey of CN Roy Road, Govt. Housing Estate, Flat No C4, Picnic Garden, Kolkata-700039.

AND WHEREAS thereafter the OWNER NO. 1 herein got his name recorded/mutated in respect of the said Land in the records of B.L. & L.R.O. and an area of Land measuring 2 (Two) Cottahs 2 (Two) Chittaks 35 (Thirty Five) Sq.ft. has been recorded in the name of the Owner (Manabendra Chowdhury) in L.R. Khatian No. 599 of L.R. Dag No. 113, 114 & 177 of said Mouza Garagacha and also got his name recorded/mutated in respect of the said land in the records of Rajpur Sonarpur Municipality Ward No. 1 being Holding No. 283, Garagacha.

AND WHEREAS since then the OWNER NO. 1 herein is lawfully seized and possessed of or otherwise well and sufficiently entitled to the said piece and

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Manabendra Chowdhury

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For. T. M. Builders & Developers

Sudipta Pal
Partner

Samantoy
Partner





parcel of Land measuring **2 (Two) Cottahs 2 (Two) Chittaks 35 (Thirty Five) Sqft.** more or less together with a Tin shade structure measuring 100 (One hundred) sqft standing thereon lying and situate at Mouza Garagacha, J.L. No. 45, R.S. No. 111, under Touzi No. 56, comprising R.S Dag No105,106 & 167 (LR Dag No. 113, 114 & 177), within the limits of Rajpur Sonarpur Municipality Ward No. 1, being **Holding No. 283, Garagacha**, presently P.S. Narendrapur formerly P.S. Sonarpur, A.D.S.R. Office Garia, District South 24-Parganas.

AND WHEREAS SRI SANJIB KUMAR DUTTA ALIAS SRI SANJIB DUTTA THE OWNER NO 2 herein and his mother **Smt. Ratna Rani Dutta**, wife of Sri Samir Kumar Dutta jointly by an Indenture dated 9th day of May, 2001 registered at the Office of D. S. R. -IV, Alipore and recorded in Book No. I, Volume No. 59, Pages from 297 to 320, being No. 2336, for the year 2001, purchased **ALL THAT** piece and parcel of Land measuring **2 (Two) Cottahs 0 (Zero) Chittak 30 (Thirty Sq.ft.)** more or less comprising R.S. Dag No. 106 & 167 both under R.S. Khatian No. 124, lying and situate at Mouza Garagacha, J.L. No. 45, Pargana-Khaspur, R.S. No. 41, under Collectorate Touzi No. 56, within the limits of **Rajpur Sonarpur Municipality Ward No. 1**, P.S. Sonarpur now P.S. Narendrapur, presently Sub- Registry Office/A.D.S.R. Office Garia, District South 24-Parganas, from its then rightful Owners, 1. Indian Ropeways & Engineering Co. Ltd. (formerly known as Damodar Ropeways & Engineering Ltd.) a Company incorporated under the Companies Act, 1956 and having its registered Office at 2, Rowland Road, Police Station - Bhowanipore, Kolkata-700 020, 2. Russel Construction Co. Ltd. a company incorporated under Companies Act, 1956 and having its registered Office at 1A, Vansittart Row, Kolkata-700 001 and 3. Damodar International (P) Ltd. (formerly known as Damodar Ropeways International Put. Ltd. a company incorporated under the Companies Act, 1956 and having its registered Office at 1/1A, Vansittart Row, Kolkata 700 001, represented by one of their Directors namely Sri A.B. Chamaria, son of Sri Champa Lal Chamaria, of 6/2, Moira Street, Kolkata 700 016, vide resolutions dated 27.1.2001 of the Owner No. 1, Company and resolution dated 31.10.2000 of the Owner No. 2, Company and resolution dated 04.09.2000 of the Owner No. 3, Company, for a valuable consideration therein mentioned and the said Deed was confirmed by Debehaya Abasan Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered office at 243/A, Jodhpur Park, Kolkata- 700 068, represented by its Director Shri Tamal Kanti De son of Late

For. T. M. Builders & Developers

Sudipta Pal
Partner

Partner

Samratoy
Partner

Partner



*Sanjib Dutta @
Sanjib Kar Dutta*

Manabendra chowdhury

5 JAN 2022



Kalipada Dey of C.N Roy Road, Govt. Housing Estate, Flat No. C-4, Picnic Garden, Kolkata – 700 039.

AND WHEREAS by a Deed of Gift dated 11.06.2019 registered at the Office of A.D.S.R. Garia and recorded in Book No. 1, CD Volume No. 1629, Pages from 88272 to 88303, being No. 162902791 for the year 2019, Smt. Ratna Rani Dutta, mother of the **OWNER NO. 2** herein granted, transferred and conveyed by way of Gift **ALL THAT** piece and parcel of land measuring about **02 (Two) Cottahs 0 (Zero) Chittack 30 (Thirty) Sq.ft.** be the same a little more or less together with a Tin Shade structure measuring 100 (One hundred) Sq.ft. standing thereon comprised in R.S. Dag No. 106 & 167, appertaining to R.S. Khatian No. 124, in Mouza – Garagacha, Pargana – Khaspur, J.L. No. 45, R.S. No. 41, under Collectorate Touzi No. 56, at present lying and situate under the local jurisdiction of Rajpur Sonarpur Municipality Ward No. 1, under formerly Police Station – Sonarpur now P.S. Narendrapur, District – South 24 Parganas unto and in favour of her son **Sri Sanjib Kumar Dutta**, the **OWNER NO. 2** herein.

AND WHEREAS since then the **OWNER NO. 2** herein as its absolute owner is lawfully seized and possessed of/or otherwise well and sufficiently entitled to the said piece and parcel of land measuring about 02 (Two) Cottahs 0 (Zero) Chittak 30 (Thirty) Sq.ft. be the same a little more or less together with a Tin Shade structure measuring 100 (One hundred) Sq.ft. standing thereon comprised in R.S. Dag No. 106 & 167, appertaining to R.S. Khatian No. 124, in Mouza – Garagacha, Pargana – Khaspur, J.L. No. 45, R.S. No. 41, under Collectorate Touzi No. 56, at present lying and situated under the local jurisdiction of **Rajpur Sonarpur Municipality Ward No. 1**, Police Station – Sonarpur now P.S. Narendrapur, District – South 24 Parganas having unfettered right, title and interest thereto and free all encumbrances.

AND WHEREAS thereafter the **OWNER NO. 2** herein got his name recorded/mutated in respect of the said land in the records of B.L. & L.R.O. and an area of Land measuring **2 (Two) Cottahs 0 (Zero) Chittack 30 (Thirty) Sq.ft.** has been recorded in the name of the **OWNER NO. 2 (Sanjib Kumar Dutta)** in L.R. Khatian No.627 of L.R. Dag No. 114 & 177 of said Mouza – Garagacha and also mutated his name in the record of concerned Municipality known as **Holding No. 286, Garagacha.**

AND WHEREAS by virtue of a registered Deed of Amalgamation dated 18.08.2021, registered in the Office of D.S.R.III, Alipore and entered into Book No.1,

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Manabendra Chowdhry -

25 JAN 2022

For. T. M. Builders & Developers

Sudipda Pal
Partner

Sambodh
Partner



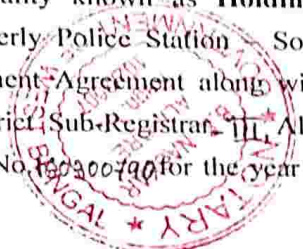


Volume No. 1603-2021, Pages from 209200 to 209222, Deed No. 160300790 for the year 2021, both the **OWNERS** amalgamated their total property situated side by side measuring total land area of 4 (Four) Cottahs 3 (Three) Chittacks 20 (Twenty) Sq.ft. situated in said Mouza- Garagacha, J.L. No.45 morefully described in the **SCHEDULE-A** below.

AND WHEREAS thus the **OWNERS** herein jointly acquired right, title and interest of the said property and the **DEVELOPER** herein got the Owners' name recorded/mutated jointly in respect of the said land in the records of Rajpur Sonarpur Municipality Ward No.1 being **Holding No.283, Garagacha** (Assessment No.1104302063670) 24 Parganas (South) morefully mentioned in the **SCHEDULE-A** below.

AND WHEREAS being very much desirous to construct a Ground plus three storied building on their said land and to do and to make construction of a new building on their said land and due to paucity of fund the **OWNERS** desired to develop their property through the **DEVELOPER** herein, who shall take the sanction of building plan at Developer's cost and the **DEVELOPER** shall take necessary steps for the same.

AND WHEREAS to develop the entire property the **OWNERS** entered into a registered Development Agreement along with Power of Attorney dated 21.01.2022 with the **DEVELOPER** herein to develop their plot of land measuring an area of 4 (Four) Cottahs 3 (Three) Chittacks 20(Twenty) Sq.ft., situated in Mouza – Garagacha, J.L. No.45, under Rajpur Sonarpur Municipality known as **Holding No. 283, Garagacha**, within Ward No.1, within formerly Police Station Sonarpur, now Narendrapur and the said registered Development Agreement along with Power of Attorney was registered in the Office of District Sub-Registrar, Alipore dated 21.01.2022 and entered into Book No.I, Deed No. 160300790 for the year 2022 for the promotion work of the **OWNERS'** property.



AND WHEREAS after registration of the said Development Agreement dated 21.01.2022 both the **OWNERS** and the **DEVELOPER** sat around the table and decided to amend their individual allocations and also discussed that the **DEVELOPER** left their previous right for 50% : 50% ratio in each floor for the interest and desire of the



For. T. M. Builders & Developers

Sudipta Pal
Partner

Sambit
Partner

Sudipul Dutta @
Sudipul Kar Dutta

Manabendra chowdhury.

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OWNERS herein for the new/fresh allocation and each of the OWNERS assured the DEVELOPER that OWNER No.1 should pay Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred) only to the DEVELOPER for exchange or shifting to entire Second Floor from Third Floor Flat area of the proposed building and accordingly at present the OWNER No.1 has agreed to pay the sum of Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred) only which has been calculated @ Rs.200/- per Sq.ft. x 25% super built up area i.e. 622.0875 Sq.ft. on Second floor flat area flat area to the DEVELOPER at the time of execution of the Supplementary Agreement. The OWNER No.1 desires to purchase the rest 25% of Second Floor Southern side flat area from the DEVELOPER in exchange of money consideration of @ Rs.3,500/- (Rupees Three Thousand five hundred only) per Sq.ft. and such 25% flat area on rest Second Floor Southern side flat area has been calculated of the proposed building as 546.25 (Five hundred and forty six point two five) Sq.ft. (approx) super built up area of the proposed building. The OWNER No.1 desires to pay the said consideration amount of Rs. 19,11,875/- (Rupees Nineteen lacks Eleven Thousand Eight Hundred and Seventy Five only) as per payment Schedule as mentioned in the SCHEDULE-'E' below. As a result the Owners' Allocated flat area and Developer's allocated flat area have been changed and fresh or amended Owners' Allocation and fresh Developer's Allocation have been described in the SCHEDULE – 'B' and SCHEDULE-'C' respectively.

AND WHEREAS the entire fresh OWNERS' ALLOCATION and fresh DEVELOPER'S ALLOCATION of the OWNERS and the DEVELOPER have been described in the SCHEDULE-B and SCHEDULE-C below respectively as fresh allocation.

AND WHEREAS accordingly for the interest and benefit of the Parties herein both the OWNERS and the DEVELOPER herein entered into this unregistered Supplementary Agreement and accordingly the OWNER No.1 has paid Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred) only as aforesaid to the DEVELOPER and the DEVELOPER has acknowledged the receipt of the same as per memo below.



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Sujil kr Dutta

Manabendra Choudhury.

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Sudipta Pal
Partner

Somabrat
Partner



NOW IT IS WITNESSETH BY AND BETWEEN THE PARTIES IN THE MANNER FOLLOWING:

- a) That the **OWNERS No.1 and 2** shall enjoy and obtain only their individual **FRESH ALLOCATION** as mentioned in the **SCHEDULE 'B'** below. The **OWNER No.1** shall get **entire Second Floor flat** consisting of one 3BHK Flat and other one 2BHK Flat and out of 25% of flat area on Second Floor Southern Side measuring 546.25 (Five hundred and forty six point two five) Sq.ft.(approx) super built up area more or less to be purchased by him from the **DEVELOPER @ Rs.3,500/-** (Rupees Three Thousand five hundred only) per Sq.ft. which total amount of consideration is inclusive of G.S.T. Rs. 19,11,875/- (Rupees Nineteen lacks Eleven Thousand Eight Hundred and Seventy Five only) approx to be paid by the **OWNER No.1** to the Developer as per Schedule-E below. The **OWNER No. 1** herein **SRI MANABENDRA CHOWDHURY** shall also get 25% of the total sanction **Car Parking Space on Ground Floor North-East** side of the proposed building. The **OWNER No.2** namely **Sri Sanjib Kumar Dutta Alias Sri Sanjib Dutta** shall get two Nos. of 2 BHK Flat on **Third Floor** out of which one Flat on South- East side and another Flat on North- East side of the building. The **OWNER No.2** herein shall also get 25% of the total sanction **Car Parking Space on Ground Floor North-East** side of the proposed building. The said aforesaid 25% flat area of the **OWNER No.1** measuring super built up area of 546.25 (Five hundred and forty six point two five) Sq.ft. (approx) shall depend upon the actual sanction area and accordingly the total payment from the **OWNER No.1** shall be paid to the **DEVELOPER**.

- b) That the **DEVELOPER** shall enjoy and obtain its **fresh allocation** as mentioned in the **SCHEDULE 'C'** below i.e. entire First Floor flats and 25% Flat area on Third Floor North-East side of the building and also 50% of the sanction Car Parking Space on Ground Floor South-East side of the proposed building and the **DEVELOPER** shall also receive the sale value of 25% of the

For. T. M. Builders & Developers

Sudipta Pal

Partner

Samarjit

Partner



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*Sanjib Dutta @
Sanjib Ks Dutta*

Manabendra chowdhury.



Second Floor area to be situated on Southern side of the building ~~from the~~
OWNER No.1 as mentioned in the SCHEDULE-B below.

c) That both the **OWNERS** and **DEVELOPER** shall have right to enjoy the undivided proportionate share of land of the premises as described in the **SCHEDULE – A** below. Besides the **OWNERS** and the **DEVELOPER** shall also enjoy the common rights and common portion of the building as mentioned in the SCHEDULE-D below and both the **OWNERS** and the **DEVELOPER** shall enjoy their individual allocation as mentioned in the **SCHEDULE-‘B’** and **SCHEDULE-‘C’** below respectively.

d) That the **DEVELOPER** shall have full right to sell its allocation and enjoy entire sale proceeds on **DEVELOPER’S ALLOCATION** as mentioned in the **SCHEDULE- ‘C’** below only by virtue of the said registered Development Agreement along with Development Power of Attorney dated 21.01.2022 registered in the same Office D.S.R.- III, Alipore and entered into Book No.I, Deed No. 790 for the year 2022 and also by this Supplementary Agreement dated 21.01.2022 the **OWNERS** hereby declare and confirm that the said Development Agreement alongwith Power of Attorney shall remain alive till the completion of registration of the **DEVELOPER’S ALLOCATION**. The **DEVELOPER** hereby declares that they shall transfer only their allocated flats on entire First Floor and 25% Flat area on Third Floor North-East side of the building and 50% of sanction Car Parking Space on Ground Floor South-East side only and the **DEVELOPER** shall never sell out the 25% flat area on Second Floor Southern side of the building as the said 25% Flat on Second Floor Southern Side shall be transferred to the **OWNER No.1** under this agreement in exchange of money consideration as mentioned in the **SCHEDULE-E** below of this agreement.

e) That the **DEVELOPER** shall erect and complete the entire Ground Plus three storied building with lift facility as per sanction building plan to be sanctioned by Rajpur Sonarpur Municipality at the cost of **DEVELOPER** and also to be erected as per specification as annexed in the registered Development Agreement



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Sanjil Dutta @
Sanjil Kumar Dutta

Manabendra Choudhary

For. T. M. Builders & Developers

Siddipta Das
Partner

Samarjit
Partner



along with Power of Attorney dated 21.01.2022 executed and registered by the **PARTIES** herein.

- f) That during construction of the new proposed building the **OWNERS** shall give full co-operation to the **DEVELOPER** herein and as per terms and conditions of the said registered Development Agreement along with Power of Attorney dated 21.01.2022 and the **DEVELOPER**, shall complete the project in all respects and deliver the individual **OWNER'S ALLOCATION** as within mentioned within the stipulated period making the same into habitable condition and after completion of the building the **DEVELOPER** shall take the completion Certificate from Rajpur Sonarpur Municipality.
- g) That the **OWNER No.1** herein has paid the sum of Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred Only) to the **DEVELOPER** at the time of execution of this Supplementary Agreement for the shifting of desired floor choice from the end of the **OWNER No.1** and the **DEVELOPER** has acknowledged the receipt of the same as per memo below. The **OWNER No.1** shall also have to pay the sum of Rs.1,00,000/- (Rupees One Lac only) at the time of sanction the building plan to the **DEVELOPER** as the part consideration value of the aforesaid 25% of the Second Floor Southern side flat area as per memo below.
- h) That it has been decided and settled between the parties that the **DEVELOPER** shall take necessary sanction from the Municipal Authority for the entire Second Floor flat consisting of two flats of which one 3BHK Flat and one 2BHK Flat shall exist for the **OWNER No.1** namely MR. MANABENDRA CHOWDHURY as per his choice and desire. If the **OWNER No.1** fails to purchase the extra 25% of Second Floor Flat area as aforesaid the sum of Rs.1,00,000/- (Rupees One Lakh only) of the such payment as part consideration by the **OWNER No.1** shall be forfeited to the **DEVELOPER**.
- i) That regarding 25% of excess flat area measuring 546.25 (Five hundred and forty six point two five) Sq.ft. super built up area as mentioned in clause-'a' above is an

For. T. M. Builders & Developers
Sudipta Pal
Partner
Sambodh
Partner



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Manabendra chowdhry.



approximate area of the proposed building. After sanctioning of the building plan the actual 25% flat area shall be obtained after calculation. If the such area is less than 546.25 (Five hundred and forty six point two five) Sq.ft. super built up area, the OWNER No.1 shall have to make the payment of the consideration on such 25% area accordingly in favour of the DEVELOPER as per payment schedule as mentioned below @ Rs.3,500/- per Sq.ft. super built up area and accordingly the said amount shall be adjusted against the balance payment of the consideration sum as mentioned in the SCHEDULE-'E' below. If the such area is higher than the area of 546.25 (Five hundred and forty six point two five) Sq.ft. super built up area, the OWNER No.1 shall have to make the excess payment accordingly.

- j) That the DEVELOPER shall deliver the proposed draft building plan to the OWNERS for approval and the OWNERS shall be liable to approve the same within seven days from the receipt of the such plan to the DEVELOPER as the time of essence of contract mentioned in the Principal Development Agreement.
- k) That within the stipulated period the DEVELOPER shall be liable to hand over the Owners' Allocation alongwith possession letter by a seven days notice. If the OWNERS fail to take delivery of the Owners' Allocation, at that time the DEVELOPER shall have then full right to hand over Developer's allocation to the intending Purchasers.
- l) That the above mentioned Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred Only) for shifting of floor @ Rs.200/- per Sq.ft. shall depend upon the actual calculated area after sanction of building. Accordingly less or more area the OWNER No.1 shall be liable to pay and/or to refund the less or excess amount.

- m) That this Supplementary Agreement shall be the part and parcel of the registered Principal Development Agreement along with Power of Attorney dated 21.01.2022 and both the parties shall abide by the terms and conditions of this agreement. It is pertinent to mention that all other terms and conditions



25 JAN 2022

Sanjil Dutta @
Sanjil kr Dutta

Manabendra Choudhry.

For. T. M. Builders & Developers

Sudipta Pal
Partner

Sameer Singh
Partner

of the registered Principal Development Agreement along with Power of Attorney dated 21.01.2022 shall remain unchanged.



**SCHEDULE-A OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)**

ALL THAT piece and parcel of Bastu land measuring an area of **4 (Four) Cottahs 3 (Three) Chittacks 20 (Twenty) Sq.ft. more or less** whereon tile shed measuring an area of 200 (Two hundred) Sq.ft. is standing comprising R.S. Dag No. 105, 106 & 167 and L.R. Dag No.113, 114 & 177, under R.S. Khatian No. 124 and L.R. Khatian No. 599 and 627 and a new ground plus three storied building with lift facility shall be erected thereon and the property is lying and situate at Mouza- Garagacha, J.L. No. 45, Pargana Khaspur, R.S. No.111 & 41, under Collectorate Touzi No. 56, within the limits of Rajpur Sonarpur Municipality Ward No.1 being amalgamated **Holding No. 283, Garagacha** (Assessment No. 1104302063670), formerly P.S. Sonarpur, presently P.S. Narendrapur, presently Registry Office/A.D.S.R. Office Garia, District – South 24 Parganas **TOGETHERWITH** all sorts of easement rights thereto being butted and bounded by :

ON THE NORTH : Holding No. 281, Garagacha/ Part of R.S. Dag No.105/ L.R. Dag No. 113;
ON THE SOUTH : R.S. Dag No. 163/L.R. Dag No. 173;
ON THE EAST : 20' wide Patuli Garagacha Link Road;
ON THE WEST : Portion of R.S. Dag No. 107/L.R. Dag No. 115.

**SCHEDULE – 'B' ABOVE REFERRED TO
(OWNERS' FRESH ALLOCATION
TO BE OBTAINED FROM THE BUILDER/DEVELOPER)**

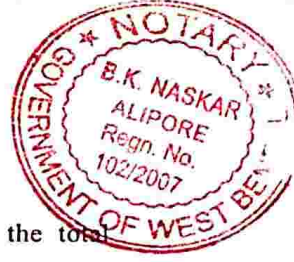
The **OWNER No.1** namely **SRI MANABENDRA CHOWDHURY** shall get from the **DEVELOPER** entire **Second Floor** consisting of one 3BHK Flat and other one 2BHK Flat out of which value of 25% flat area on Second Floor Southern side measuring 546.25 (Five hundred and forty six point two five) Sq.ft.(approx) super built up area more or less to be purchased by him from the **DEVELOPER @ Rs.3,500/-** (Rupees Three Thousand five hundred only) per Sq.ft. more or less of which total amount of consideration is inclusive of G.S.T. Rs. 19,11,875/- (Rupees Nineteen lacks Eleven Thousand Eight Hundred and Seventy Five only) approx as shown in the



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Sujit Kumar Dutta @
Sangita K. Dutta

manabendra chowdhury-



SCHEDULE-C below. Besides the OWNER No.1 shall also get 25%.of the total sanction Car Parking Space on ground floor North-East side as per sanctioned plan and main door of each flat shall be of quality wooden door and all other doors shall be of quality ply wood flush doors. The **DEVELOPER** has paid to the OWNER No.1 of the sum of Rs.1,001/- as non refundable sum at the time of registration of Development Agreement along with Power of Attorney. The **OWNER No.2** namely **SRI SANJIB KUMAR DUTTA** shall get from the **DEVELOPER Third Floor Flat** area consisting of two Nos. of 2BHK Flat of which one Flat on South-East side and other one on North-West side of the building. Besides the OWNER No.2 shall also get 25% of the total sanction Car Parking Space on ground floor North-East side of the building only. The **DEVELOPER** has paid to the OWNER No.2 Rs. 51,001/- as non refundable sum which has been mentioned in the registered Development Agreement with Power of Attorney. 1 (One) separate modular kitchen shall be provided by the **DEVELOPER** to the each **OWNER No. 1 and 2** in respect of their allocation at its cost. This is called the **Owners' Allocation** as morefully described and mentioned in this **SCHEDULE-B**. The **OWNERS** shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the building as mentioned in the **SCHEDULE-'D'** below and the **DEVELOPER** shall enjoy the rest construction of the proposed building to be erected at the cost of the **DEVELOPER**. The **OWNERS** hereby declare that they shall execute and register the Deed of Partition at their own cost after taking delivery of Owners' Allocation from the **DEVELOPER** for establishing their Ownership in respect of their individual allocation. This is called the fresh **OWNERS' ALLOCATION**. The **OWNERS** shall enjoy the proportionate share of land and other common rights of the building.

For. T. M. Builders & Developers

Savitri
Partner

Sudipta Pal
Partner

SCHEDULE - 'C' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT the remaining constructed area of the said proposed ground plus three storied building in the said property (compact/amalgamated plot) detailed mentioned in the **SCHEDULE-A** herein as per available sanctioned building plan from Rajpur Sonarpur Municipality to be constructed in the manner written hereunder. The **DEVELOPER** shall also get **entire First Floor flat and also consideration**



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Manabendra Chowdhury

Smita Dutta @
Smita ver Dutta



value of 25% of Second Floor Southern side of the proposed building from the OWNER No.1 as mentioned in the SCHEDULE-'B' above, one 2BHK Flat at North-East side on 3rd Floor and also 50% of Car Parking Space on ground floor South-East side as per sanctioned building plan. The DEVELOPER shall also enjoy the undivided impartible proportionate share of land mentioned on the SCHEDULE-A hereinabove lying at situate at within the limits of Rajpur Sonarpur Municipality Ward No.1 being Holding No.283, Garagacha (Assessment No.1104302063670), formerly P.S. Sonarpur, now Narendrapur Sub-Registry Office/A.D.S.R. Office Sonarpur, now Garia, District-South 24 Parganas with right to use and enjoy the common areas, common parts, installations, facilities and amenities of the said building as fully mentioned in the SCHEDULE-D hereunder written . This is called the fresh DEVELOPER'S ALLOCATION as morefully described in this SCHEDULE-'C' herein.

**SCHEDULE – 'D' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)**

1. Land under the building and side space.
2. Outer boundary walls of the main building and grill gates for egress and ingress of Cars and occupiers.
3. Columns of the main building.
4. Surface drains, sewerage/drainage.
5. Boundary walls, care taker room and toilet on ground floor (if any). Septic tank, water reservoirs, both underground and overhead and main pipe line except those are inside and unit, sewerage and drainage and its connection.
6. Passage/side common space.
7. Main entrance of the building and Premises.
8. Electric Motor-cum-Electric pump room.
9. Generator set room, lift space
10. Stairs, staircases, stair landing and roof of the building.

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Smita K Dutta

Manabendra Chowdhury.

For. T. M. Builders & Developers

Santoshy - Sudipta Pal
Partner
Partner





11. Electric wiring and lights in the staircase, landing and main entrance (Standard quality lift to be provided).
12. Lift Room, Lift, Lift Well and Lift Lobby to be provided.
13. Generator to be provided.

SCHEDULE – 'E' ABOVE REFERRED TO
(PAYMENT SCHEDULE FOR THE PURCHASE OF 25% OF SECOND
FLOOR SOUTHERN SIDE FLAT AREA)

The OWNER No.1, SRI MANABENDRA CHOWDHURY shall have to pay the consideration amount of Rs. 19,11,875/- (Rupees Nineteen lacks Eleven Thousand Eight Hundred and Seventy Five only) i.e. the value of 25% of Second Floor Southern side flat area measuring 546.25 (Five hundred and forty six point two five) Sq.ft (approx) super built up area in the manner followings :

1. At the time sanction of the building plan Rs.1,00,000/- to be paid
2. During Ground Floor Roof casting Rs.3,00,000/- (approx) to be paid
3. During First Floor Roof Casting Rs.3,00,000/- to be paid
4. During Second Floor Roof Casting Rs.3,00,000/- to be paid
5. During Third Floor Roof Casting Rs.3,00,000/- to be paid
6. During brick works Rs.2,00,000/- to be paid
7. During Plastering Rs.1,50,000/- to be paid
8. During Flooring Rs.1,50,000/- to be paid
9. During possession rest Rs.1,11,875/- to be paid /- (approx) (after adjustment if any)



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Sanjil Dutta @
Sanjil K Dutta

Manabendra Chowdhury.



IN WITNESS WHEREOF the Parties herein have put their respective signature hereto on this the day, month and year first above written.

WITNESS:

1. Abhijit Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700 86

1. Manabendra Chowdhury .

2. Sanjiv Dutta @
Sanjiv K. Dutta

2. Sanjiv
Ruchira Residency,
Tower 6, FLR 3/3,
369, Purbachal
Kolkata, Kolkata 700 48

SIGNATURE OF THE OWNERS

For. T. M. Builders & Developers

Sanjiv .
Partner

Sudipta Pal
Partner

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY :

Debes Kumar Misra (Adv) (MS)

(DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA
Resi-cum-Chamber :69/1, Baghajatin
Place, Kolkata-700086
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

Identified by me
Advocate

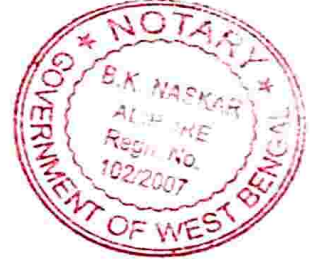
L.T.I.(s)/Signature(s) of the
Executant attested by me on identification

B.K. NASKAR

B. K. NASKAR
Notary, Alipore
Govt. of West Bengal, Regn. No. 102/2007
Alipore Police Court
Kolkata-700 027

25 JAN 2022





MEMO OF CONSIDERATION

RECEIVED the total sum of Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred Only) only from the **OWNER No.1** in the manner followings :-

By Cash Rs.1,24,400/- (Rupees One Lac Twenty four thousand four Hundred Only) only on different dates by Cash.

WITNESS :

1. Achejit Kumar Mishra
69/1, Baghepati Place
Kolkata - 700 86

For. T. M. Builders & Developers

Samraty
Partner

Sudipta Pal
Partner

2. *Sudipta*
Ruchira Residency,
Tower 6, FLR 3/3,
369, Purkachal
Kalitola, Kolkata-78

SIGNATURE OF THE DEVELOPER



25 JAN 2022

THE.....DAY OF.....

25 JAN 2022

**Paper Writings 'A'
&
The Relative Notarial
Certificate**

25 JAN 2022



25 JAN 2022



B. K. Naskar

Advocate

ALIPORE POLICE COURT
Kolkata - 700027

NOTARY

Govt. of West Bengal
Regd. No. 102/2007

ADDRESSES

Alipore Police Court
District Bar Association
(1st Floor)
Kolkata - 700027
Phone : 2479-1477

Resi. :
2, Naskar Para,
Garfa Main Road,
Kolkata - 700078

Mob- 9830138209