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DEED OF SUPPLEMENTARY AGREEMENT IN RESPECT OF DEVELOPMENT AGREEMENT

THIS DEED OF SUPPLEMENTARY AGREEMENT IN RESPECT OF DEVELOPMENT AGREEMENT is made this the 15th day of March ——Two Thousand and wenty Three (2023)

BETWEEN

- 1 MAR 2023



(1) SMT. SABITA ROY CHOWDHURY (PAN AYVPR7123C & AADHAAR NO. 5876 8333) Wife of Late Kanu Priya Roy Chowdhury, by Occupation Housewife, (2) <u>SRI PRABIR ROY CHOWDHURY (ADEPR0619M & AADHAAR NO. 9383 8116 9531).</u> Son of Late Kanupriya Roy Chowdhury, by Occupation-Service, (3) SRI SUBIR ROYCHOWDHURY (PAN ANYPR5482J & AADHAAR NO. 8501 6712 6355), Son of Late Kanu Priya Roy Chowdhury, by Occupation - Business, all are residing at 15, Sashan Kalitala Road, P.O. Barisha, Police Station Thakurpukur, Kolkata - 700008, District South 24 Parganas and (4) SMT. MANASHI CHATTERJEE (PAN BVZPC8929D & AADHAAR NO. 6057 0370 7950), Wife of Sri Goutam Chatterjee and Daughter of Late Kanu Priya Roy Chowdhury, by Occupation - Housewife, residing at 3/5, Aurobindo Avenue, P.O. Durgapur, Police Station Durgapur, Durgapur, Pin – 713205, District Burdwan, all by Nationality Indian, all by religion Hindu, hereinafter referred to as "OWNERS/FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART:

<u> A N D</u>

MS. B. S. GROUP (PAN AAUFD0093Q), a Partnership Firm having its principal place of business at 188, Maharani Indira Devi Road, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata – 700060, District South 24 Parganas, represented by its Partners viz. (1) MR. BARUN ROYCHOWDHURY (PAN ACZPR7223F & AADHAAR NO. 3460 2604 6490), Son of Late Braja Behari Roychoudhury, residing at 38/F, K. K. Roy Chowdhury Road, P.O. Barisha, Police Station Thakurpukur, Kolkata – 700008, District South 24 Parganas and (2) MR. SUBRATA SARKAR (PAN ALEPS2793K & AADHAAR NO. 5665 9067 0382), Son of Late Subhash Chandra Sarkar, residing at 6, Ramkrishna Sarani, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata – 700060, District South 24 Parganas, both by Nationality – Indian, both by religion – Hindu, both by Occupation – Business, hereinafter called and referred to as the "DEVELOPER/ SECOND PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, egal representatives, successors, successor-in-office, nominee or nominees and/or assignee or assignees) of the OTHER PART.

For B. S. GROUP

0 1 MAR 2023

B. S. GROUP

WHEREAS the Owners/First Party herein being the joint owners of ALI and parcel of Bastu land measuring about 26 1/4th Satak be the same of a little more or less lying and situated in C. S. Dag Nos. 86 and 89 under C. S. Khatian No. 148 corresponding to R. S. Dag Nos. 86, 86/357 and 89 under R. S. Khatian No. 3065 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 43, Touzi Nos. 1-76, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 70, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata - 700008 in the District of South 24 Parganas, entered into a Development Agreement dated 12th December, 2014 M/S. B. S. GROUP, a Partnership Firm having its principal place of business at 188, Maharani Indira Devi Road, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata - 700060, District South 24 Parganas, represented by its Partners viz. (1) SRI BARUN ROYCHOWDHURY, Son of Late Braja Behari Roychoudhury, residing at 38/F, K. K. Roy Chowdhury Road, P.O. Barisha, Police Station Thakurpukur, Kolkata - 700008, District South 24 Parganas and (2) SRI SUBRATA SARKAR, Son of Late Subhash Chandra Sarkar, residing at 6, Ramkrishna Sarani, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata - 700060, District South 24 Parganas, the Developer/Second Party herein for the development of the said property with the terms and conditions mentioned in the said Development Agreement dated 12th December, 2014 and the said Development Agreement duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 33, Pages from 4814 to 4854, being No. 10456 for the year 2014.

AND WHEREAS by virtue of the said Development Agreement dated 12th December, 2014, the Owners/First Party herein also executed a General Power of Attorney dated 12th December, 2014 in favour of M/S. B. S. GROUP, a Partnership Firm having its principal place of business at 188, Maharani Indira Devi Road, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata — 700060, District South 24 Parganas, represented by its Partners viz. (1) SRI BARUN ROYCHOWDHURY, Son of Late Braja Behari Roychoudhury, residing at 38/F, K. K. Roy Chowdhury Road, P.O. Barisha, Police Station Thakurpukur, Kolkata — 700008, District South 24 Parganas and (2) SRI SUBRATA SARKAR, Son of Late Subhash Chandra Sarkar, residing at 6, Ramkrishna Sarani, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata — 700060, District South 24 Parganas by which the said M/s. B. S. Group is empowered and

0 1 MAR 2023

authorized by the Land Owners to do all acts, deeds and things in respect of the development of the said property and also sale of Flats, Car Parking Spaces and other Spaces within the Developer's allocation of the said Building morefully mentioned in the said General Power of Attorney dated 12th December, 2014 and General Power of Attorney duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 33, Pages from 4698 TO 4721, Being No. 10457 for the year 2014.

AND WHEREAS as per the said Development Agreement dated 12th December, 2014, the Owners shall get 38% of the total F.A.R. in the newly constructed Building to be constructed on the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation and also entitled to get Rs.2,00,000/- (Rupees Two Lakhs) only at the time of sanctioned of Building Plan as well as execution of Supplementary Agreement which is clearly stated in Point 1.14 of Page 11 in the Head "Owners' Allocation" and Page 26 under the Head of "THE SECOND SCHEDULE ABOVE REFERRED TO" (Owners' Allocation).

AND WHEREAS the Developer shall get 62% of the total F.A.R. in the newly constructed Building to be constructed on the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation together with undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all the common faculties and amenities including the open spaces of the premises shall be conveyed by Owners to the Developer or its nominee/nominees in lieu of the delivery of possession of Owners' allocation to the Owners which is clearly stated in Point 1.15 of Page 12 in the Head "Owners' Allocation" and Page 27 under the Head of "THE THIRD SCHEDULE ABOVE REFERRED TO" (Developer's Allocation).

AND WHEREAS after physical measurement the said property stood as 11 Cottahs 2 Chittaks 25 Sq. ft. be the same or a little more or less and the Owners/First Party herein divided the said property into three nos. of small plots comprising Plot A – measuring 1 N Cottah 12 Chittaks 36 Sq. ft. be the same or a little more or less and Plot B – measuring 5 Cottahs 9 Chittaks 23 Sq. ft. be the same or a little more or less and Plot C – measuring 3 Cottahs 0 Chittak 0 Sq. ft. be the same or a little more or less and remaining portion of land thrown for development of the adjacent passage and mutated their names in the Assessment Record of The Kolkata Municipal Corporation in respect of the said separate plots and the said plots separately assessed as

Plot A – in Municipal Premises No. 70A, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0659-8 in the District of South 24 Parganas.

Plot B – in Municipal Premises No. 70B, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0660-4 in the District of South 24 Parganas.

Plot C – in Municipal Premises No. 70, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0070-5 in the District of South 24 Parganas.

AND WHEREAS in the aforesaid manner the said Smt. Sabita Ro Chowdhury, Prabir Roy Chowdhury, Subir Roychowdhury and Smt. Manashi Chatterjee, Wife of Goutam Chatterjee, the Owners/First Party herein became the joint owners of ALL THAT piece and parcel of Bastu land measuring 11 Cottahs 2 Chittaks 25 Sq. ft. be the same or a little more or less comprising Plot A – measuring 1 Cottah 12 Chittaks 36 Sq. ft. be the same or a little more or less lying and situated at Municipal Premises No. 70A, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0659-8 in the District of South 24 Parganas.

and Plot B – measuring 6 Cottahs 9 Chittaks 23 Sq. ft. . be the same or a little more or less lying and situated at Municipal Premises No. 70B, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0660-4 in the District of South 24 Parganas.

and Plot C – measuring 3 Cottahs 0 Chittak 0 Sq. ft. . be the same or a little more or less lying and situated at Municipal Premises No. 70, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0070-5 in the District of South 24 Partianas and remaining portion of land thrown for development of the adjacent passage and are enjoying the same by payment of rates and taxes to the appropriate authorities.

OF

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AND WHEREAS for sanction of Building Plan, the Owners/First Party herein also executed a General Power of Attorney dated 4th October, 2021 in favour of (1) MR. BARUN ROYCHOWDHURY, Son of Late Brajo Behari Roychoudhury, residing at 38/F, K. K. Roy Chowdhury Road, P.O. Barisha, Police Station Thakurpukur, Kolkata — 700008, District South 24 Parganas and (2) MR. SUBRATA SARKAR, Son of Late Subhash Chandra Sarkar, residing at 6, Ramkrishna Sarani, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata — 700060, District South 24 Parganas — both the Partners of M/S. B. S. GROUP, having its principal place of business at 188, Maharani Indira Devi Road, P.O. Parnasree, Police Station Behala presently Parnasree, Kolkata — 700060, District South 24 Parganas and the said General Power of Attorney duly registered in the Office of the Addl. District Sub-Registrar, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 33, Pages from 4698 TO 4721, Being No. 10457 for the year 2014.

AND WHEREAS by virtue of the said Development Agreement dated 12th December, 2014 and General Power of Attorney dated 4th October, 2021, the Developer/Second Party herein obtained a Building Plan duly sanctioned by The Kolkata Municipal Corporation, S. S. Unit in the names of the Owners/First Party herein for construction of a G+III Storied residential building on plot C i.e. ALL THAT piece and parcel of Bastu land measuring 3 (Three) Cottahs 0 (Zero) Chittak 0 (Zero) Sq. ft. be the same or a little lying and situated at Municipal Premises No. 70, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station - Thakurpukur, Kolkata - 700008 and its Assessee No. 41-123-02-0070-5 in the District of South 24 Parganas vide Building Plan No. 2022160064 Dated 18/05/2022 of Executive Engineer, Borough XVI of The Kolkata Municipal Corporation and on plot B i.e. ALL THAT piece and parcel of Bastu land measuring 6 Cottahs 9 Chittaks 23 Sq. ft. be 10 the same or a little lying and situated at Municipal Premises No. 70B, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata - 700008 and its Assessee No. 41-123-02-0660-4 in the District of South 24 Parganas vide Building Plan No. 2022160460 Dated 13/01/2023 of Executive Engineer, Borough XVI of The Kolkata Municipal Corporation.

AND WHEREAS after getting the Building Plans for the construction of a New Building on the said premises it is necessary to specifically and clearly mention the Owners' allocation as well as the Developer's allocation in the Building to be constructed in the

said Premises as per the terms of the said Development Agreement dated 12th December, 2014.

AND WHEREAS accordingly the Owners and the Developer decided to execute a Deed of Supplementary Agreement in respect of the Development Agreement dated 12^{e1} December, 2014 by which the Developer has agreed to provide the Flats & Car Parking Spaces within Owners' allocation in the following manner:

NOW THIS SUPPLEMENTARY AGREEMENT FOR DEVELOPMENT witnessed as follows:

1) That the Owners' allocation shall be in the following manner for Plot C – measuring 3 Cottahs 0 Chittak 0 Sq. ft. be the same or a little more or less lying and situated at Municipal Premises No. 70, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata – 700008 and its Assessee No. 41-123-02-0070-5 in the District of South 24 Parganas:

The Developer shall provide <u>ALL THAT</u> Entire Second Floor of the said G+III Storied Building to be constructed on the said premises as per the Building Plan already sanctioned by The Kolkata Municipal Corporation to the Owners/First Party herein.

Except the above, the Developer shall also provide 38% of the total Car Parking area on the **Ground Floor of the said G+III Storied Building** to be constructed on the said premises as per the Building Plan already sanctioned by The Kolkata Municipal Corporation to the Owners/First Party herein.

2) That the Owners' allocation shall be in the following manner for Plot B — measuring 6 Cottahs 9 Chittaks 23 Sq. ft. be the same or a little more or less lying and situated at Municipal Premises No. 70B, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station — Thakurpukur, Kolkata — 700008 and its Assessee No. 41-123-02-0660-4 in the District of South 24 Parganas:

Floor, South-East Side of the said G+III Storied Building and ALL THAT. One self-contained residential Flat being No. "Z-A" measuring 1155 Sq. ft. (more or less) Super Built up area on the Second Floor, South-East Side of the said G+III Storied Building and ALL THAT. One self-

Super Built up area on the First Floor, North-East Side of the said G+III Storied Building and ALL THAT One self contained residential Flat being No."1-C"measuring 884 Sq. ft. (more or less) Super Built up area on the First Floor, North-West Side of the said G+III Storied Building and ALL THAT One self contained residential Flat being No. "3-C"measuring 884 Sq. ft. (more or less) Super Built up area on the Third Floor, North-West Side of the said G+III Storied Building to be constructed on the said premises as per the Building Plan already sanctioned by The Kolkata Municipal Corporation to the Owners/First Party herein.

Except the above, the Developer shall also provide 38% of the total Car Parking area on the Ground Floor of the said G+III Storied Building to be constructed on the said premises as per the Building Plan already sanctioned by The Kolkata Municipal Corporation to the Owners/First Party herein.

After sanction of Building Plan the Owners of the said two plots shall get extra area above the said 38% total area so the Developer shall adjust Rs.1,00,000/-(Rupees one Lakh) only out of total amount of Rs.2,00,000/- (Rupees Two Lakhs) only and balance amount of Rs.1,00,000/- (Rupees One Lakhs) only shall be payable during the period of construction work.

That excepting the above Owners' allocation the Developer is entitled to get remaining F.A.R. in the newly constructed Building to be constructed on the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation together with undivided impartible share of land comprised in the said premises with proportionate right, title and interest in all the common faculties and amenities including the open spaces of the premises shall be conveyed by Owners to the Developer or its nominee/nominees in lieu of the delivery of possession of Owners'

That the others terms and conditions of the said Development Agreement and General Power of Attorney dated 15th December, 2016 shall remain same and and this Supplementary agreement is part of the Development Agreement and related General Power of Attorney dated 15th December, 2016 in connection with the Development of the said property shall have full force and effect.

THE SCHEDULE ABOVE REFERRED TO:

(Description of the total property)

ALL THAT piece and parcel of Bastu land measuring 11 Cottahs 2 Chittaks 25 Sq. ft. be the same or a little more or less comprising Plot A = measuring 1 Cottah 12 Chittaks 36 Sq. ft. be the same or a little more or less lying and situated at Municipal Premises No. 70A, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station - Thakurpukur, Kolkata - 700008 and its Assessee No. 41-123-02-0659-8 in the District of South 24 Parganas.

and Plot B - measuring 6 Cottahs 9 Chittaks 23 Sq. ft. . be the same or a little more or less lying and situated at Municipal Premises No. 70B, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station – Thakurpukur, Kolkata - 700008 and its Assessee No. 41-123-02-0660-4 in the District of South 24 Parganas.

and Plot C - measuring 3 Cottahs 0 Chittak 0 Sq. ft. . be the same or a little more or less lying and situated at Municipal Premises No. 70, Bose Para Road, within Ward No. 123 of The Kolkata Municipal Corporation, Police Station - Thakurpukur, Kolkata - 700008 and its Assessee No. 41-123-02-0070-5 in the District of South 24 Parganas lying and situated in C. S. Dag Nos. 86 and 89 under C. S. Khatian No. 148 corresponding to R. S. Dag Nos. 86, 86/357 and 89 under R. S. Khatian No. 3065 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala along with right to enjoy the 20' ft. wide K.M.C. Road on the Northern Side and 12' ft. wide Road on the Western Side of the said property and the said total property butted and bounded by:

ON THE NORTH

By 20' ft. wide Bose Para Road.

ON THE SOUTH

By the property of Dag No. 88;

ON THE EAST

By the property of Dag No. 88 and 90.

THE WEST

By 12' ft. wide Road and land of Mr. Dilip Biswas and

Rabin Tapaswi.

The said property is situated as per the list of the concerned Registration Office within the jurisdiction of Bose Para Road (D. H. Road to J. L. Sarani (Ward No. 123)).

0 1 MAR 2023

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IN WITNESS WHEREOF both the Parties hereto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties hereto in the presence of

WITNESSES:

1. Torak Nody 80 v Salika Roycodoulihay

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2/180/5 Dabin Super Tration Roychand tuny!

Kel-60 Subis Roychandhusy.

Manashi Challerjee.

SIGNATURE OF THE OWNERS/ FIRST PARTY

Dilip Kanthal 4/2A, Maha Maya Lowe, Kol-26

For B. S. GROUP

SIGNATURE OF THE DEVELOPER/ SECOND PARTY

Braffed by me, a wide a 50 me

Alipore Judges' Court, Kol-27.

Typed by:

(Baisakhi Mukherjee) 13/A, S.Hari Mukherjee Road, Kol-34.