

Registration No. 095/2022

Sl. No. 78 Date 08 AUG 2023

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

To ALL MEN BY THESE PRESENTS SHALL COME, I, RAJSEKHAR KUNDU, Advocate & Notary practicing as a NOTARY in the Alipore District Civil & Sessions Court, Kolkata - 700 027 within the District of SOUTH 24 PARGANAS of the State of West Bengal within the union of India, do hereby declare that Paper Writings collectively marked "A" annexed hereto hereinafter called the "Paper Writings A", are presented before me by the executant (s).

Sri Ranjit Kumar Addya & Co.

— Firms Part;

— AND —

M/S Hojori Avenue Project Pvt. Ltd.

— Other Part;

Hereinafter referred to as the "executant (s)" on this, the 08 day of AUG 2023 two thousand twenty

Power of Attorney / Partnership / Will / DEED / Agreement / Declaration / Others. [Unregistered Deed / Agreement]

The "executant (s)" having admitted the execution of the "Paper Writings A" in respective hand (s), in the presence of witness (es), who as such, subscribe (s) signature (s), thereon and being satisfied as to the identity of the executant (s) and the said execution of the "Paper Writings A" and testify that the said execution is in the respective hand (s) of the executant(s).

AN ACT WHEREOF Being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTMONY WHEREOF I, RAJSEKHAR KUNDU, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office at Alipore District Civil & Sessions Court Compound, Kolkata-700 027 in the District of South 24 Parganas on this the 08 day of AUG 2023

NOTARIAL NOTARIAL

Rajsekhar Kundu

RAJSEKHAR KUNDU

NOTARY

Govt. of West Bengal

Regn. No. 095 / 2022

ALIPORE DISTRICT CIVIL & SESSIONS COURT

7437

A. K. Chowdhary & Co
Advocates
10, Old Post Office Street
Room No. 21, 1st Floor, Kol.

NAME.....
No.....
Rs.....
26 JUN 2023
SURANJAN MUKHERJEE
Licensed Steno Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

26 JUN 2023
26 JUN 2023

(1) **SRI RANJIT KUMAR ADDYA (PAN ATDPA8088A)**, Mobile: 91636 36237, son of Late Shyama Charan Addya, by faith-Hindu, by Occupation – Service, by nationality-Indian, (2) **SMT. SANDHYA RANI SEAL (PAN FPJPS1657N)**, (MOBILE 98002 56055) wife of Late Rai Charan Seal, by Occupation – Housewife, residing at Post Office & Village –Gram Kuiltly, District – Burdwan, West Bengal, (3) **SMT. ANIMA DEY (PAN CXEPD6189E)**, (MOBILE 97342 36515) wife of Tulsi Charan Dey , by Occupation – Housewife, residing at Sreeram Park, Swapna Market, Durgapur, (4) **SRI AMIT KUMAR ADDYA (PAN ATKPA0161B)**, Mobile: 90077 67577, by Occupation – Business, son of Late of Jugal Kishore Addya, both by faith – Hindu, both are residing at 46, R.K. Chatterjee Road, Kolkata – 700 042, (5) **SMT. ALPANA DUTTA (PAN CUAPD4439G)**, (MOBILE 91634 85611) wife of Anil Kumar Dutta, by Occupation – Housewife, residing at Matribagan, Post – Sonarpur, Kolkata – 700 084, (6) **SMT. KALPANA DUTTA (PAN CTFPD6838R)**, (MOBILE 90511 12365) wife of Sripati Nath Dutta, by Occupation – Housewife, residing at 5/1A, Abdul Hatim Lane, Kolkata – 700 016 and (7) **SMT. ARPANA ADDYA (PAN BJQPA7931N)**,(MOBILE 70594 88014) daughter of Late Jugal Kishore Addya, by Occupation - spinster, residing at 45, Raj Krishna Chatterjee Road, Police Station – Kasba, Kolkata – 700 042, all by faith – Hindu, all hereinafter jointly and collectively called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **FIRST PART**.

AND

M/S MAJOR AVENUE PROJECTS PVT. LTD. (PAN AAICM7250M) having its registered office at 284/2, N.S.C. Bose Road, 2nd floor, P.S. Netaji Nagar, P.O. – Naktala, Kolkata- 700047, represented by its Directors and authorized signatories 1. Mr. Tushar Kanti Das (PAN NO. ADSPD7485M, (MOBILE 98300 72235), son of Late. Premananda Das, by Occupation – Business, residing at 284/2, N.S.C. Bose Road, Ground Floor, P.S. Netaji Nagar, P.O. – Naktala, Kolkata- 700047 and 2. Mr. Roshan Burman (PAN NO.AZLPB3537D), (MOBILE NO. 9748067760), son of Mr. Anu Burman by Occupation – Business, residing at 30, New Road, P.S. Alipore, P.O. – Alipore, Kolkata- 700027 hereinafter called and referred to as the **"DEVELOPER"** (which

MAJOR AVENUE PROJECTS PVT. LTD.

Director

Director

২৪/২ ন.স.সি. বসে রোড, ২^ন ফ্লোর, নেতাজি নগর, প.ও. - নাক্তালা, কলকাতা- ৭০০০৪৭
৩০, নতুন রোড, প.সি. অলিপুর, প.ও. - অলিপুর, কলকাতা- ৭০০০২৭

expression shall unless excluded by or repugnant to the subject or context be deemed to include its Successor, Successor-in Interest and Assigns) of the **OTHER PART.**

WHEREAS:

- A. By a Development Agreement dated 17.08.2018 registered before the Office of District Sub Registrar-III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2018, Pages from 106781 to 106837, Being No. 160303417 for the year 2018 the Landowners abovenamed nominated and appointed the Developer to develop the Schedule Property on such terms & conditions as contained in the said Development Agreement.
- B. In furtherance to the terms & conditions of the said Development Agreement the Landowners also nominated and appointed the Developer as its Attorney by a Power of Attorney dated 17.08.2018 registered before the Office of the District Sub Registrar-III, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2018, Pages from 106955 to 106996, Being No. 160303421 for the year 2018.
- C. That for the purpose of development for the said property being Premises No. 45, Raj Krishna Chatterjee Road Municipal Ward No.67 of Kolkata Municipal Corporation, P.S.Kasba, District- South 24 Parganas, Pincode-700042 after the Landowners/First Part herein entered into a Development Agreement with Developer's Power of Attorney on 17th August ,2018 with M/S. Major Avenue Projects Pvt. Ltd. having its registered office at 284/2, N.S.C. Bose Road, Second Floor, P.S. Netaji Nagar, P.O. Naktala , Kolkata- 700047, represented by its Directors and authorized signatories 1. Mr. Tushar Kanti Das (PAN NO. ADSPD7485M, (MOBILE 98300 72235), son of Late. Premananda Das, by Occupation – Business, residing at 284/2, N.S.C. Bose Road, Ground Floor, P.S. Netaji Nagar, P.O. – Naktala, Kolkata- 700047 and 2. Mr. Roshan Burman (PAN NO.AZLPB3537D), (MOBILE NO. 9748067760), son of Mr. Anu Burman by Occupation – Business, residing at 30, New Road, P.S. Alipore, P.O. – Alipore, Kolkata- 700027 and the said M/S. Major Avenue Projects Pvt. Ltd. Obtained a plan sanctioned from Kolkata Municipal Corporation being Building Permit No.

MAJOR AVENUE PROJECTS PVT. LTD.

Tushar Kanti Das

Roshan Burman

১৭/০৮/১৮

১৭/০৮/১৮

১৭/০৮/১৮

17/08/2018

2023070005 dated 05-04-2023 for the construction of a G+4 storied building at the said premises.

- D. The parties have proposed to abide by the terms & conditions of the said Development Agreement and reviewed their respective allocations under the said Development Agreement and the said allocation shall stand revised as recorded in the second column in the table below.
- E. The construction work of the said proposed building at premises no.45, Raj Krishna Chatterjee Road Municipal Ward No.67 of Kolkata Municipal Corporation, P.S.Kasba, District- South 24 Parganas, Pincode-700042 should be completed by the Developer within the period of 3 years from the date of commencement of this agreement.
- F. That on completion of the proposed building, the Developer will hand over all that Landowner's Share as mentioned in Part I of the Second Schedule herein to the OWNERS/ FIRST PART for their rightful and peaceful enjoyment and use, having exclusive right to transfer or otherwise deal with the same along with proportionate share of land.
- G. The Developer shall be entitled to get into Agreement of Sale for any space in the said proposed building only from the Developer's Allocation with any third party, but will be able to complete or execute the sale deed only after handing over allocation as mentioned in Part I of the Second Schedule herein to the OWNERS/ FIRST PART.
- H. That the Developer shall also reinstate the 5 H.P. 440V electric connection in the name of Amit Kumar Auddy at Premises No.45 Raj Krishna Chatterjee Road , Municipal Ward No.65, Police Station- Kasba, District South 24 Parganas before handing over of the owners physical possession.
- I. One of the original Landowners namely Bablu Addya died intestate as a bachelor on 18.02.2021 leaving behind his two sisters, Sandhya Rani Seal and Anirna Dey and one brother, namely Ranjit Kumar Addya to inherit his share in the Schedule Property whereupon the development and construction shall be undertaken.
- J. In view of the death of said Bablu Addya his legal heirs and the other co-owners named above being the first parties to this Supplementary Deed

MAJOR AVENUE PROJECTS PVT. LTD.

 Director

 Director

2023070005 তারিখের এই অতিরিক্ত চুক্তি

Demarcating Allocation have mutually decided to demarcate their respective allocations in terms of Article X, Clause 10.3 of the Development Agreement.



- K. The Parties to this Deed have signed the Deed Plan appended to this Supplementary Deed Demarcating Allocation and the Landowner's Allocation is marked with the colour "RED" and the Developer's Allocation is marked with colour "BLUE".
- L. The Parties confirm that the terms & conditions of the said Development Agreement shall continue to be in full force and with full effect, save and except, the terms of the Development Agreement which are specifically revised by this Supplementary Deed Demarcating Allocation.

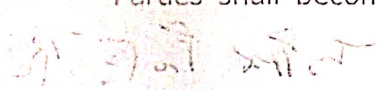
NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement the Developer do hereby declare that the Flats mentioned in Part-I of the Second Schedule shall form of the Landowners' allocation and the Landowners and each one of them do hereby declare that the Flats mentioned in Part-I of the Second Schedule shall form of the Landowners' allocation and the Landowners' allocation shall stand released in favour of the Landowners upon issuance of the Possession Letter prior thereto the same shall remain with the Developer in terms of the Development Agreement.

Upon handing over of physical possession The Owner and each one of them shall be exclusively entitled to the Owners Allocation with exclusive right to transfer or otherwise deal with the same, including proportionate land share comprised in Owners Allocation and the Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same, including proportionate land share comprised in Developer's Allocation, in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation.

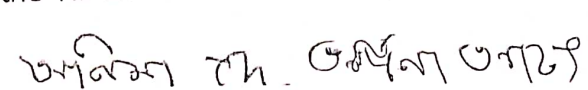
On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates and Taxes in respect of

Special Reserve of Capital Budget 2020

MAJOR AVENUE PROJECTS PVT. LTD.





2020



their respective Allocations. The Owners hereby agree to abide by all the rules and regulations to be so framed by the Developer for the management and administration of the New Buildings.

This Supplementary Deed Demarcating Allocation shall be read, understood, interpreted along with the Development Agreement being No. 160303417 for the year 2018 and subsisting Power of Attorney being No. 160303421 for the year 2018, *Superseded by Development Power of Attorney being No. 160303421 for the year 2023 dated*

It is also hereinafter agreed by The Owners that The Owners will register a Power of Attorney in Favour of MAJOR AVENUE PROJECTS PVT. LTD (being the Developer) represented by its Directors and Authorized Representatives 1. Mr. Tushar Kanti Das and 2. Mr. Roshan Burman simultaneously with this Supplementary Deed Demarcating Allocation will also be registered and all The Owners and each one of them shall be present personally to sign the New Power of Attorney which shall also record the respective allocations as recorded in this agreement after execution of the Power of Attorney in favour of the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT two storied brick built messuage tenement or dwelling house together with the demarcated piece or parcel of land or ground thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of 12 Cottahs 13 Chittacks and 19 Sq.Ft. of land including a portion of a Tank be the same a little more or less as per allotment made in partition Suit No. 281 of 1928, but as per physical measurement comes to 13 Cottahs 5 Chittacks and 39 Sq.Ft. and Tank area 02 Cottahs 12 Chittacks and 42 Sq. Ft. more or less, situate lying at and comprised in C.S. Dag Nos. 690 (part) and 691 (part), under Khatian No. 1127, J.L. No. 13, Touzi No. 140, Mouza – Kasba, being within Municipal Premises Nos. 45, 46 and 48, Raj Krishna Chatterjee Road, Municipal Ward No. 67, Police Station – Kasba, Kolkata – 700 042 and after amalgamation by The Kolkata Municipal Corporation it has been numbered as 45, Raj Krishna Chatterjee Road, Municipal Ward No. 67, Police Station – Kasba, Kolkata – 700 042, within the limits of The Kolkata Municipal

MAJOR AVENUE PROJECTS PVT. LTD.
[Signature]

MAJOR AVENUE PROJECTS PVT. LTD.
[Signature]

[Handwritten signature]

11 08 2023

[Handwritten signature]

Corporation, Ward No. 67, Sub Registry Office at Sealdah in the District of 24 Parganas (South) and butted and bounded in the following manner:-

ON THE NORTH: By 39/7, R.K Chatterjee Road and 12' wide R.K Chatterjee Road

ON THE SOUTH : By R.K Chatterjee Road

ON THE EAST : By 49 and 47 (part) R.K Chatterjee Road

ON THE WEST: By 44, R.K Chatterjee Road

**THE SECOND SCHEDULE ABOVE REFERRED TO
PART - I
(Landowners' Allocation)**

ALL THAT FLAT as described below:

FLOOR	FLAT	BUILT UP AREA IN SQ. FT	NAME OF THE OWNERS	SHOP/OFFICE NO
GROUND		100	RANJIT KUMAR A U DDYA	4
GROUND		100	AMIT A U DDYA	5
GROUND			AMIT A U DDYA	200 OFFICE AT THE BACK SIDE
FIRST	A	751	ARPANA A U DDYA	
FIRST	B	762	AMIT A U DDYA	
FIRST	C	731	ALPANA DUTTA	
FIRST	E	743	KALPANA DUTTA	
FIRST	F	742	AMIT	

MAJOR AVENUE PROJECTS PVT. LTD
D.H. Das

Copy of house plan

[Handwritten signature and notes]

			AJDDYA	
SECOND	G	950	RANJIT KUMAR AJDDYA	
SECOND	H	955	RANJIT KUMAR AJDDYA	
SECOND	J	932	SANDHYA RANI SEAL	
SECOND	K	951	ANIMA DEY	

Demarcated by RED colours


PART – II
(Developers' Allocation)

ALL THAT FLAT as described below:

FLOOR	FLAT NO	BUILT UP AREA IN SQ.FT	CAR PARKING SPACE	SHOP NO
GROUND			ALL	1,2 & 3
FIRST	D	406		
SECOND	I	405		
THIRD	L1	972		
THIRD	M1	920		
THIRD	N1	647		
THIRD	O1	670		
THIRD	P1	946		
FOURTH	L2	972		
FOURTH	M2	920		
FOURTH	N2	647		
FOURTH	O2	670		
FOURTH	P2	946		

Demarcated by BLUE colours

MAJOR AVENUE PROJECTS PVT. LTD.


Director


Director



IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of :

1. Surojit Adhikary
Vihar P.O. Idolsa, P.S. - Falta
Dist. - Murshidabad, Pin - 743512

2. Kalyan Das
S/o Late Krishna Ranjan Das
1021/A, Beleghata Main Road
Kolkata - 700010

Amit Kumar Adhya
আমিত কুমার অধ্য
রঞ্জিত কুমার অধ্য
রঞ্জিত কুমার অধ্য
আমিত কুমার অধ্য

SIGNED SEALED AND DELIVERED by the DEVELOPER at Kolkata in the presence of :

1. Surojit Adhikary

2. Kalyan Das

MAJOR AVENUE PROJECTS PVT. LTD.
Director, Director

Ranjit Kumar Adhya
রঞ্জিত কুমার অধ্য

Jointed by me
Subscribed and sealed
At rate
High Court Calcutta
FSC No. WB-2264/22

Jointed by me
Subscribed and sealed
At rate
High Court Calcutta
FSC No. WB-2264/22

RAJSEKHAR HINDU
Notary, Govt. of West Bengal
Regd. No. 1096/2022

08 AUG 2023



03 AUG 2023



04 AUG 2023