

भारतीय गैर न्यायिक

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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

88AB 905376

SUPPLEMENTARY AGREEMENT:

FULL & FINAL SETTLEMENT BETWEEN THE LAND OWNERS AND DEVELOPER

:: IN RESPECT OF ALLOCATED PORTIONS OF LAND-OWNERS & DEVELOPER ::

THIS SUPPLEMENTARY AGREEMENT is made on this 23rd Day
of December, 2023 (Two Thousand Twenty Three) A. D.

:: B E T W E E N :

Contd.....Page-2

U/S. PERFECT ENTERPRISE
[Signature]
Partner

U/S. PERFECT ENTERPRISE
[Signature]
Partner

[Signature]

Mareemita Dey
Arnob Dey

[Signature]

11 DEC 2023

275460

No.....Rs.....Date.....

Name :- Shyamal Brahma, Advocate

Address :- Alipur Judges Court, Kot-27

Vendor :-

I. CHAKRABORTY

6B, Dr. Rajendra Prasad Sarani

Kolkata-700 001

NO. DIRECT ENTERPRISE

NO. DIRECT ENTERPRISE

Partner

Partner

(1) **MRS. MOUMITA DEY PAN: ARCPD1523G** Wife of Late Ashis Kumar Dey, (2) **MR. ARNAB DEY PAN: CANPD1877M** (3) **MR. ARPAN DEY PAN. CSLPD1491D** both 2 & 3 are the son of Late Ashis Kumar Dey, 1 to 3, by faith-Hindu, by Nationality- Indian, occupation-Business, jointly residing at 130, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkata-700084, W,B AND (4) **SRI BIJOY GHOSH PAN:ADYPG4183B**, Son of Late Lalmohon Ghosh, by Occupation-Business, by faith-Hindu, Nationality-Indian, residing at: **C/9, Rajnarayan Park, P.O. & Village:- Boral, P.S. Formerly-Sonarpur, now Narendrapur, Kolkata-700154, District-South-24Parganas**, all the above here-in-after jointly called or referred to as the **LAND OWNERS/PRINCIPALS**(which expression shall unless excluded by or repugnant to the context, be deemed to mean & include each their legal heirs, successors, executors, survivors, claimants, legal-representatives and/or assigns) **here-in-after referred to as the Parties of the ONE PART/FIRST PART.**

A N D

M/S. PERFECT ENTERPRISE, having its **PAN:AAKFP7665G**, a **PARTNER- SHIP FIRM**, having its Office Address at 77,Boral Main Road, P.O. Garia, P.S. old Regent Park, now Bansdroni, Kolkata-700084 and duly represented by two **PARTNERS** namely :- (1) **SMT. MOUMITA DEY PAN: ARCPD1523G, AADHAAR No.8781 6648 8412** Wife of Late Ashis Kumar Dey, by faith-Hindu, by Occupation-Business, Nationality-Indian, residing at: **130, Boral Main Road, P.O. Garia, P.S. formerly-Regent Park, now Bansdroni, Kolkata-700084 AND** (2) **SRI BIJOY GHOSH PAN: ADYPG4183B** Son of Late Lalmohan Ghosh, by faith-Hindu, by Occupation-Business, Nationality-Indian, residing at:-**C/9, Rajnarayan Park, Boral Main Road, Rangkal, P.S. Formerly Sonarpur, now Narendrapur, P.O. Boral, South-24Parganas, Kolkata-700154. W.B**, both the above here-in-after jointly called or referred to as the **DEVELOPER** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, administrators, legal representative and/ or assigns) here-in-after called or referred to as the **DEVELOPER/SECONDPART.**

- : A BRIEF RECITAL HEREUNDER GIVEN : -

M/S. PERFECT ENTERPRISE

Moumita Dey
Partner

M/S. PERFECT ENTERPRISE

Moumita Dey

Partner

WHEREAS be it mentioned here that **One of the Owners**, named "**ASHIS KUMAR DEY**" since deceased, was the son of Sri Dakshina Ranjan Dey and said Ashis Kumar Dey unfortunately died intestate on 25.12.2014 and place of death was **FORTIES HOSPITALS LIITED, KOLKATA- 29**, after such death left behind him, his two sons namely **ARNAB DEY, ARPAN DEY** and his wife **MOUMITA DEY** as his legal heirs or lawful successors who are legally entitled to have 50%(Fifty Percent)**Owners of entire Landed Property, by virtue of the two Separate DEED OF SALE A N D** another 50% **Share of said two Separate Deeds** belongs to the Owner named **BIJOY GHOSH** son of Late Lalmohan Ghosh **A N D** said each of the two Deeds are being **Deed No.02752 for the year-2010 AND 02753 for thear-2010**, respectively, **both registered on 9thApril, 2010**, at the office of **A.D.S.R. Alipore, South-24Parganas** & both the land, by nature **BASTU** hereunder given.

AND WHEREAS Said (1) **ASHIS KUMAR DEY** now **deceased**, son of Dakshina Ranjan Dey of 130, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkaa-70084 then was One of the **PURCHASERS** and (2) **MR. BIJOY GHOSH** Son of Late Lalmohan Ghosh of C/9, Rajnarayan Park, P.S. Sonarpur, now Narendrapur, **Kolkata-700154**, is called as another **PURCHASER** by virtue of two separate Deeds, **One registered** at the office of **A.D.S.R Alipore**, recorded in **Book-1**, C. D. Volume No.13, Pages from 343 to 367, **Being No.02752 for the year-2010 AND** purchased aforesaid persons jointly, Land measuring **02(Two) Cottah** more or less **AND** same **VENDORS**, by another **Deed of Sale**, on the same date registered at the office of **A.D.S.R Alipore**, recorded in **Book-1, CD**, Volume No.13, Pages from 368 to 395, **Being No.02753 for the year 2010**, by said Deed purchased an areas of Land **4(Four)Cottah 2(two)Chittack 3(three)Sq. Ft.** more or less, aggregating both physical measurement found **06Cottah 02 Chittack 03Sq. Ft.** more or less but measurement found actual measurement is **409.961 Sq. Mt.**, OR **06K-02Ch-2.8Sq.Ft.** or as same as above, having **50% undivided Share** at present got by legal heirs of **LATE ASHIS KUMAR DEY** and remaining **50% undivided share** got by **MR. BIJOY GHOSH**, respectively. At present, **ARNAB DEY, ARPAN DEY** and **MOUMITA DEY** after demise of Ashis Kumar Dey became **Owners of the 50%** undivided share of Land as **FIRST PART AND MR. BIJOY GHOSH** became **Owners of 50%**

M/S. PERFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE

Partner

undivided share of Land as SECOND PART i.e. 50 : 50 ratio of share of FIRST PART & SECOND PART respectively against total land and briefly more fully be cleared by the said two registered DEEDS Follows:-

NOW BY THIS SUPPLEMENTARY AGREEMENT, THE AFORESAID LAND-OWNERS OF PART-1 & ANOTHER LAND-OWNER PART-2, EACH-SHARE OF LAND IS 50 : 50 RATIO AND THE DEVELOPERS FOR PERFECT ENTERPRISE DUE TO AVOID FUTURE DISPUTES & INTRICACY, IT HAS BEEN INTER-ALIAS AGREED FULLY AND SATISFACTORILY AS FOLLOWS :-

AS PER SALE DEED TOTAL LAND AREAS = 06KT 02 CH. 03 SQ. FT. MORE OR LESS As per Sq. Ft. $6 \times 720 + 2 \times 45 + 3 = 4413$ -Sq.Ft.

One Of The LAND-OWNERS Named :- MR. BIJOY GHOSH detail mentioned above is entitled to get Areas of Land = 2207 Sq. Ft. as ONE-PART / FIRST PART AND

On the other hand, Others LAND-OWNERS hereunder mentioned Namely :-

2(a) SMT. MOUMITA DEY wife of Late Ashis Kumar Dey

2(b) ARNAB DEY & 2(c) ARPAN DEY being Sons of Late ASHIS KUMAR DEY shall get AREAS OF LAND = 2206-Sq.Ft. as OTHER -PART.

ACCORDING TO APPROVE BUILDING PLAN IT HAS BEEN CALCULATED :-

EACH FLOOR AREA FOUND = 217.262 SQ. MTR. X 3 FLOOR = 651.786 Sq. Mtr.

AS PER SQ. MTR. $651.786 \times 10.764 = 7015.82$ Sq. Ft.

AS PER DEVELOPMENT AGREEMENT LAND OWNERS SHALL GET 50% OF THE FLAT AREAS = $7016/2$ i.e. AREAS OF FLATS = 3508 SQ. FT. M/L.

ACCORDINGLY, BIJOY GHOSH SHALL GET = $(3508/4413) \times 2207 = 1754$ Sq.Ft

BUILT UP AREAS i.e. $1754 \times 25\% = 438.50$, in total $1754 + 438 = 2193$ Sq.Ft.-
Super Built up Areas

Each Sq. Ft. of the RESIDENTIAL FLAT under habitable condition shall be sold @ Rs.4400/- (Four thousand four hundred) Per Sq. Ft.

M/S. PERFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE

Partner

Moumita Dey

Moumita Dey
Arnab Dey
Arpan Dey

[Handwritten signature]

As Land Owner:

Mr. Bijoy Ghosh shall get 2193Sq.Ft. X @4,400/-per Sq.Ft. i.e. Rs.96,49,200/- (Rupees Ninety Six Lakh Forty Nine Thousand Two Hundred) Only

ON THE OTHER HAND

ACCORDINGLY, (a) SMT. MOUMITA DEY + (b) ARNAB DEY + (c) ARPAN DEY

SHALL GET = (3508/4413) X 2206 = 1753 Sq. Ft. BUILT UP AREAS i.e.

1753 X 25% = 438.50, in total 1753 + 438 = 2191Sq.Ft. Super Built up Areas

EACH SQ.FT. OF THE RESIDENTIAL-FLAT UNDER HABITABLE CONDITION SHALL BE SOLD @ RS.4400/-(FOUR THOUSAND FOUR HUNDRED) PER SQ. FT.

As Land Owner: Smt. Moumita Dey, ARNAB DEY and ARPAN DEY Shall get 2191 X @4,400/-per Sq.Ft. i.e. Rs.96,40,400/- (Rupees Ninety Six Lakh Forty Thousand Four Hundred) Only

GROUND FLOOR (CAR PARKING SPACE)

As per building plan found 6(Six) Car-Parking, out of Six Car Parking all Land-Owners jointly get 3(Three) Car Parking and out of that **Mr. Bijoy Ghosh** shall get 1.5(One and Half) Car Parking i.e. he will get as per amount (1.5 X 4,00,000/-) = Rs.6,00,000/- (Rupees Six Lakh) Only.

In the same way Smt. Moumita Dey, Arnab Dey and Arpan Dey shall get 1.5(One and Half) Car Parking i.e. they will jointly get as per amount (1.5 X 4,00,000/-) = Rs.6,00,000/- (Rupees Six Lakh) Only.

As per this Supplementary Agreement

1. Mr. Bijoy Ghosh shall get in total (Rs.96,49,200/-+Rs.6,00,000/-)= Rs.1,02,49,200/- (Rupees One Crore Two Lakh Forty Nine Thousand Two Hundred) Only.
2. Smt. Moumita Dey, Arnab Dey And Arpan Dey will get in total (Rs.96,40,400/-+ Rs.6,00,000/-)=Rs.1,02,40,400/- (Rupees One Crore Two Lakh Forty Thousand Four Hundred) Only.

M/S. PERFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE

Partner

THE KOLKATA MUNICIPAL CORPORATION vide **BUILDING PLAN NO:- 2023110162** dated: **19.08.2023** the Property of this **BASTU** land is fully and clearly mentioned in the **SCHEDULE** hereunder, belongs to aforesaid all the aforesaid **LAND OWNERS** under SAID-PREMISES:-NO.270/1, BORAL MAIN ROAD, ASSESSEE NO. 31111-0510644, Borough No.X1, P.S. now Bansdrani, District: South-24Parganas A N D The aforesaid land is butted and Bounded By:-ON THE NORTH SIDE :12 Anandashree 2nd Lane., ON THE SOUTH SIDE : 96 Boral Main Road. ON THE EAST SIDE: 13 Anandashree 2nd Lane. ON THE WEST SIDE : 11 Anandashree 2nd Lane. and the said land and the Land is free from all encumbrances, having a good, fair and unencumbered marketable right and title of us, the Land owners herein and there is no disputes with our neighboring plot - holders in regards to boundary of this Plot of land mentioned here-under **SCHEDULE**.

Be it mentioned here that if all the acts, rules and regulation shall be imposed in the matter of construction of the new multi-storied Building by the Central and/or State Government rules that shall be mainly enacted by the West Bengal multi-storied Building Regulation Act. Like **HIRA OR RERA** to be followed both the Owners and the Developers where Carpet areas, Built up areas and Super-Built up areas authentically be entered to all Deed of Conveyance as per rules and Veranda shall not be come under said Act.

THE SCHEDULE -A ABOVE REFERRED TO

(Where new Building shall be constructed as per Sanction Plan from K.M.C)

ALL-THAT areas of **BASTU-LAND** as per physical measurement **06(Six) Cottah 02(Two)Chattak 2.8(two point eight)Sq. Ft.** more or less by nature **Bastu Together-with 250Sq. Ft.** single Storied asbestos Shed structure. now demolished), lying and situates at situates at Mouja-Kamdahari, J.L.49, Touji, No.14, PREMISES NO.270/1, Boral Main Road, Ward No.111, Borough-XI, P.S. Formerly-Regent Park, now, Bansdrani, OldKhatian No.144, Hall Khatian-477, R. S. Dag No.685, 687, R.S. KhatianNo.469, Presently L.R. Dag No. of Moumita Dey-685, 687, L.R. Khatian:- 878, L. R. Dag No. of Arnab Dey is 685, 687, L.R. Khatian No.655, L.R. Dag No. of Arpan Dey 685, 687, L.R. Khatian No.696 AND Bijoy Ghosh L.R. Dag No.685, 687, L.R. Khatian No.925, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdrani, A.D.S.R. Alipore, District-South-24Parganas and presently the land is known and identified as Premises No.270/1, Boral Main Road, Assessee No.311110510644 within the limit of the Kolkata Municipal Corporation, K.M.C. ward No.111, Borough-XI, P.O. Garia, P.S. Bansdrani,

M/S. PERFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE

Partner

[Handwritten signature]

Moumita Dey. Arnab Dey. Arpan Dey

Kolkata- 700084 which is the Subject landed property where new Building will be constructed as per Sanctioned Building Plan. The said land is butted bounded by:- ON THE NORTH :- 12 Anandashree 2nd Lane

ON THE SOUTH :- 96 Boral Main Road

ON THE EAST :- 13 Anandashree 2nd Lane

ON THE WEST :- 11 Anandashree 2nd Lane.

:: SCHEDULE-B ABOVE REFERRED TO ::

LAND OWNERS' ALLOCATION

One Of The LAND-OWNERS Named :- MR. BIJOY GHOSH detail mentioned above is **ENTITLED TO GET AREAS OF LAND = 2207 Sq. Ft. as ONE-PART /FIRST PART AS PER SALE DEED TOTAL LAND AREAS = 06KT 02 CH. 03 SQ. FT. MORE OR LESS As per Sq. Ft. $6 \times 720 + 2 \times 45 + 3 = 4413$ -Sq.Ft.**

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Super Built up Areas. Each Sq. Ft. of the RESIDENTIAL FLAT under habitable condition shall be sold @ Rs.4400/(Four thousand four hundred)Per Sq. Ft.

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Mr. Bijoy Ghosh shall get 2193Sq.Ft. X @4,400/-per Sq.Ft. i.e. Rs.96,49,200/- (Rupees Ninety Six Lakh Forty Nine Thousand Two Hundred) Only

On the other hand, others

LAND-OWNERS hereunder mentioned Namely :-

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M/S. PERFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE

Partner

Moumita Dey. Arnab Dey. Arpan Dey

ACCORDINGLY, (a) SMT. MOUMITA DEY + (b) ARNAB DEY + (c) ARPAN DEY

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1753 X 25% = 438.50, in total 1753 + 438 = 2191Sq.Ft. Super Built up Areas

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In the same way Smt. Moumita Dey, Arnab Dey and Arpan Dey shall get 1.5(One and Half) Car Parking i.e. they will jointly get as per amount (1.5 X 4,00,000/-) = Rs.6,00,000/- (Rupees Six Lakh) Only.

As per this Supplementary Agreement

1. Mr. Bijoy Ghosh shall get in total (Rs.96,49,200/-+Rs.6,00,000/-) = Rs.1,02,49,200/- (Rupees One Crore Two Lakh Forty Nine Thousand Two Hundred) Only.
2. Smt. Moumita Dey, Arnab Dey And Arpan Dey will get in total (Rs.96,40,400/-+ Rs.6,00,000/-)=Rs.1,02,40,400/- (Rupees One Crore Two Lakh Forty Thousand Four Hundred) Only.

M/S. PERFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE

Moumita Dey.

Partner

IN WITNESS WHERE OF:- the parties hereto have put their signatures on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED in Kolkata-700084

In the presence of witness at.....

WITNESSES :

1. Kuntal Bose
Baral
Kolkata - 700154


Masomita Dey.
Asrab Dey
Asrab Dey

2. Sambhu Sarkar
Baral
Kolkata - 700154

SIGNATURE OF THE LAND OWNERS
THE PARTY OF THE FIRST PART

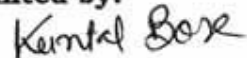
M/S. PERFECT ENTERPRISE  M/S. PERFECT ENTERPRISE
Partner Masomita Dey.
Partner

SIGNATURE OF THE DEVELOPER / BUILDER
For, M/S PERFECT ENTERPRISE
THE PARTY OF THE SECOND PART

Drafted by:

Sajal Kumar Bhattacharyya,
Advocate, EN.No.WB-1770/2001,
Alipore Police Court, Kol-27.

Computer Printed by:

Kuntal Bose, 
Garia, Kolkata-700084.