

Monoj Kanti De
LL.B

Advocate, NOTARY PUBLIC

Professional Address :
Barasat Court
P.O. & P.S. : Barasat
Dist. : North 24 Parganas

NOTARIAL CERTIFICATE

(Prescribed in Section 8 of the Notaries Act 1952)

Know all men by these Present that, I **Shri M.K. De**, Advocate duly appointed by the West Bengal Government as a NOTARY being authorised to practice as subject to the provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder in and throughout Barasat Sadar North 24 Parganas in the State of West Bengal within the Union of India, do here by verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this to certify, authenticate & attest the annexed instrument marked 'A' is executed by.

Sabita Bala Nasker
W/B - Hazrendra Nath Nasker
and

↳ Diganta Construction

PRIMAFACIE the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a Notary, the said

NOTARY do hereby subscribe my hand and affix my seal of office at Barasat on this the

06th day of March 20 24

M. K. DE

M. K. DE

Notary (W.B.)

Barasat, North 24 Pgs

Regd. No. 03/2002

06 MAR 2024

M. K. DE

NOTARY PUBLIC

GOVT. OF WEST BENGAL

Regn No. - 03/2002

Office & Residential Address

Sukanta Pally, Guma, P.O. : Guma, P.S. : Ashokenagar, Dist. : North :4 Parganas
Pin Code No. : 743704



भारतीय गैर न्यायिक

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रुपये
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



06 MAR 2024

Sl No. 1/27-20



5/12/24 20/24

88AB 742153

BEFORE THE NOTARY PUBLIC
24 PARGANAS (NORTH)
**SUPPLEMENTARY
DEVELOPMENT AGREEMENT**

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on day of, Two Thousand Twenty Four (2024).

BETWEEN

SABITA BALA NASKAR [PAN : A [PF] [6677N], [AADHAAR NO. 3948 8536 0430] & [MOBIL. NO. 8017384404], wife of Harendra Nath Naskar, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Vill. Kadampukur, P.O. & P.S. New Town, Kolkata - 700135, District North 24 Parganas, West Bengal. Hereinafter called and referred to as the **"LANDOWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns and nominees or nominees) of the **ONE PART.**

DIGANTA CONSTRUCTION

Abhinav Naskar
Proprietor

Contd.....?

20797
Pinaki Chattopadhyay
Advocate
Judge's Court Barasat

NAME _____
ADD. _____
Rs. _____
23 NOV 2023
SURANJAN UKHERJEE
Licenced Survey Vendor
C. Court
2 & 3, K. S. Nay, Field, Kol-1

23 NOV 2023
23 NOV 2023

AND

DIGANTA CONSTRUCTION [PAN : ADXPN9286F], a Proprietorship Concern, having its office address at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, represented by its Proprietor, **ABHIJIT NASKAR [PAN : ADXPN9286F], [AADHAAR NO. 889591098805] & [MOBILE NO. 9830640906]**, son of Late Haradhan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at BF-23, Krishnapur, Hanapara, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal. 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/his heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

WHEREAS one Sabita Bala Naskar, Landowner herein, is the absolute owner of land measuring 43 (Forty Three) Decimals be the same a little more or less, which is morefully described in the First Schedule hereunder written.

AND WHEREAS the said Sabita Bala Naskar, Landowner herein, entered into a Registered Development Agreement with one Diganta Construction, Developer herein, with some terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered on 18.04.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1. Volume No. 1523-2022, Page from 298447 to 298479, being Deed No. 152306871 for the year 2022. It is to be noted here that in accordance with the said Registered Development Agreement, the said Sabita Bala Naskar, Landowner herein, will entitle to get 50% (Fifty Percent) constructed area in the said proposed building.

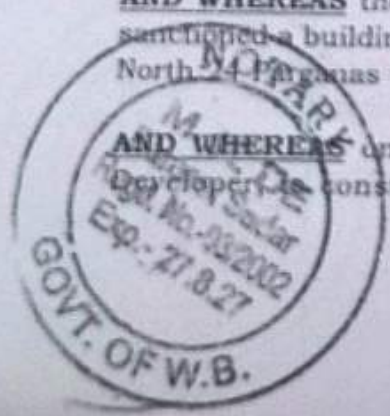
AND WHEREAS it is to be noted here that on the basis of the said Registered Development Agreement, the said Sabita Bala Naskar, Landowner herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said Sabita Bala Naskar, duly appointed and nominated the said Diganta Construction, Developer herein as her constituted attorney. The said Registered Development Power of Attorney was registered on 18.04.2022, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1. Volume No. 1523-2022, Page from 299777 to 299792, being Deed No. 152305902 for the year 2022.

AND WHEREAS the said Developer as constituted attorney of the said owner, duly sanctioned a building plan (G+4) from the concerned District Engineer, Zilla Farishad, North 24 Parganas vide Approval Order No. 1603/RPS dated 29.12.2023.

AND WHEREAS on the basis of the aforesaid sanctioned building plan, the said Developer is constructing a G+4 storied building complex namely "ADI GURU

2.8% MORE TO GIVE

06 MAR 2024



DIGANTA CONSTRUCTION

Abhijit Naskar

Proprietor

Contd. 3

Residency" on the said plot of land and which is morefully described in the First Schedule hereunder written, consisting its two blocks i.e. 'Block-I' & 'Block-II'.

AND WHEREAS the Developer in presence of the Landowner prepared a floor plan denoting the area of Owner's Allocation of the said Sabita Bala Naskar, Landowner herein in the said building and details of Owner's Allocation and Developer's Allocation in the said building is morefully described in the Second Schedule and Third Schedule hereunder written, and in this regard, it is necessary to execute this present Supplementary Development Agreement in between the parties herein denoting the area of Owner's Allocation receivable by the said Sabita Bala Naskar, Landowner herein in the said building and which is morefully described in the Second Schedule hereunder written and details of Developer's Allocation is morefully described in the Third Schedule hereunder written.

NOW THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT WITNESSETH as follows :-

1. That both the parties herein hereby agree and declare that all the remaining terms and conditions except the Landowner's Allocation as described in the Second Schedule hereinafter written, other clauses as described in the said Registered Development Agreement will remain unchanged and enforceable.
2. That this present Supplementary Development Agreement will be treated as part and parcel of the said Registered Development Agreement 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 Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 43 (Forty Three) Decimals be the same a little more or less, lying and situated at Mouza - Kadampukur, J.L. No. 25, Re. Sa. No. 83, Touzi No. 173, Pargana - Kalikata, P.S. Rajahat, comprised in R.S./L.R. Dag Nos. 1087 & 1090, under R.S. Khatian No. 34 corresponding to Khatian No. 145, L.R. Khatian No. 836 (in the name of Sabita Bala Naskar, Landowner herein), A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, Pin No. 700135, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

- ON THE NORTH : 60 ft. Wide Road.
- ON THE SOUTH : Land under R.S./L.R. Dag Nos, 1109 & 1111.
- ON THE EAST : Land of Sashadhar Naskar & Others.
- ON THE WEST : Land of Rabin Naskar & Others.

DIGANTA CONSTRUCTION

Abirjit Naskar

Proprietor

Contd.....1

R/S No 1087 & 1090

06 MAR 2014



THE SECOND SCHEDULE ABOVE REFERRED TO
[Details of Landowner's Allocation will be received
& acknowledged by Landowner]

In accordance with the said Registered Development Agreement and in accordance with the settlement and in accordance with this present Supplementary Development Agreement, the Landowner will receive her exclusive 50% of constructed area in the said building as her Landowner's Allocation as full and final consideration in satisfactory condition and the Landowner hereby acknowledged her Landowner's Allocation receivable by her.

The details of Construction of Building/Block wise :

1. **Block-I :**

In the 'Block-I', the Developer is constructing three flats in each floor (i.e. from First Floor to Fourth Floor).

In Ground Floor of 'Block-I', the developer is constructing commercial space and car parking spaces.

Block-II :

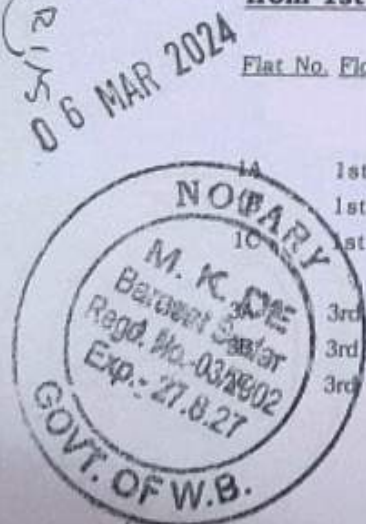
In the 'Block-II', the Developer is constructing eight flats in each floor (i.e. from First Floor to Fourth Floor).

In Ground Floor of 'Block-II', the developer is constructing several car parking spaces.

2. **DETAILS OF LANDOWNER'S ALLOCATION :**

A. **Owner's Allocation in 'Block-I', in form of residential flat/s, to be allotted from 1st Floor & 3rd Floor, as under :**

<u>Flat No.</u>	<u>Floor</u>	<u>Side</u>	<u>Carpet Area</u>	<u>Built Up Area</u>	<u>Balcony Area</u>	<u>Super Built Up Area</u>
			<u>[[In sq.ft. (m/l)]</u>	<u>[[In sq.ft. (m/l)]</u>	<u>[[In sq.ft. (m/l)]</u>	<u>[[In sq.ft. (m/l)]</u>
1A	1st	N/E	859	1065	39	1331
1C	1st	N/E	694	882	50	1102
1D	1st	N/E	927	1153	45	1441
3A	3rd	N/E	859	1065	39	1331
3C	3rd	N/E	694	882	50	1102
3D	3rd	N/E	927	1153	45	1441



DIGANTA CONSTRUCTION

Abhijit NAGAR
 Proprietor

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Owner's Allocation in 'Block-I', in form of Commercial Space & Car Parking Space, in Ground Floor, as under :

- a) **Commercial Space** : The total commercial space area in the Ground Floor of 'Block-I', is 1227 sq.ft. more or less of built up area.

Therefore, the Landowner's Allocation in Ground Floor, 'Block-I', is 50% i.e. 1227 sq.ft. more or less of built up area/2 = 613.50 sq.ft. more or less of built up area. This commercial space area measuring 613.50 sq.ft. more or less of built up area will be allotted from North-East Side.

- b) **Car Parking Space** : The developer is constructing five numbers of car parking spaces in the Ground Floor, 'Block-I', i.e. Car Parking Space Nos. '1', '2', '3', '4' & '5' respectively.

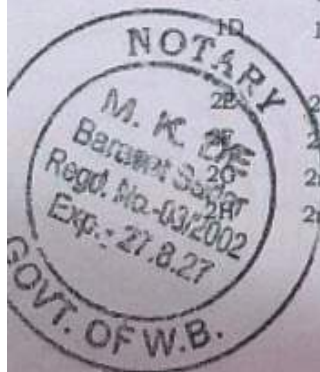
As per settlement, the Landowner will get three Car Parking Spaces as her Owner's Allocation, i.e. Car Parking Space Nos. '2', '3' & '4', all from North-East Portion.

- c) **Settlement Regarding Car Parking Space No. '5'** : It is settled that the developer will sell the said Car Parking Space No. '5', to any intending purchaser/s as Developer's Allocation at any consideration as the developer may deem fit and proper and it is further settled that fifty percent of the total sale consideration of the said car parking space in question will be provided to the landowner herein.

3. **Owner's Allocation in 'Block-II', in form of residential flat/s, to be allotted from 1st Floor to 4th Floor, as under :**

Flat No.	Floor	Side	Carpet Area [In sq.ft. (m/l)]	Built Up Area [In sq.ft. (m/l)]	Balcony Area [In sq.ft. (m/l)]	Super Built Up Area [In sq.ft. (m/l)]
1A	1st	S/E	679	794	38	993
1B	1st	E	695	809	35	1011
1C	1st	E	725	842	35	1053
1D	1st	N/E	835	957	29	1196
2A	2nd	N/W	835	957	29	1196
2B	2nd	W	729	847	35	1059
2C	2nd	W	730	847	35	1059
2D	2nd	S/W	653	758	33	948

06 MAR 2024



DIGANTA CONSTRUCTION

AGR. HIT NASKER

Proprietor

Contd.....6

3A	3rd	S/E	679	794	38	993
3B	3rd	E	695	809	35	1011
3C	3rd	E	725	842	35	1053
3D	3rd	N/E	835	957	29	1196
4E	4th	N/W	835	957	29	1196
4F	4th	W	729	847	35	1059
4G	4th	W	730	847	35	1059
4H	4th	S/W	653	758	33	948

Owner's Allocation in 'Block-II', in form of Car Parking Spaces, in Ground Floor, as under :

a) **Car Parking Space** : The developer is constructing 26 (Twenty Six) numbers of car parking spaces in the Ground Floor, 'Block-II', i.e. Car Parking Space Nos. '6' to '31'.

As per settlement, the Landowner will get 12 (Twelve) numbers of Car Parking Spaces as her Owner's Allocation, i.e. Car Parking Space Nos. '6', '7', '8', '12', '13', '14', '15', '16', '22', '23', '24' & '31', all from North-East Portion.

The aforesaid units, lying and situate in the said constructed building, constructed on the said plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of impartiable land, common areas, common amenities and common facilities of the said units lying in the said building.

4. The Landowner herein will satisfactorily honour, acknowledge and accept her aforesaid Landowner's Allocation in the building with absolute power to sell, transfer, gift and convey her said units as described above, to any third parties.

5. Except the Landowner's Allocation as described above, other clauses of the said Registered Development Agreement will remain unchanged and binding upon both the parties.

That this present Supplementary Development Agreement will be treated as part and parcel of the said Registered Development Agreement.

DIGANTA CONSTRUCTION

Abhinav Nasuor

Proprietor

Contd.....7

2 of 26 units reserved
 06 MAR 2024



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

In accordance with the said Registered Development Agreement and in accordance with the settlement and in accordance with this present Supplementary Development Agreement, the Developer's Allocation i.e. 50% of constructed area in the said building together with undivided proportionate share of land common areas, common amenities and common facilities in the said building, with absolute power to sell, transfer and convey to any third parties. The Developer's Allocation, as is follows :

A. Developer's Allocation in 'Block-I', in form of residential flat/s, on 2nd Floor & 4th Floor, as under :

Flat No.	Floor	Side	Carpet Area	Built Up Area	Balcony Area	Super Built Up Area
			[In sq.ft. (m/)]	[In sq.ft. (m/)]	[In sq.ft. (m/)]	[In sq.ft. (m/)]
2A	2nd	N/E	859	1065	39	1331
2B	2nd	N/E	694	882	50	1102
2C	2nd	N/E	927	1153	45	1441
4A	4th	N/E	859	1065	39	1331
4B	4th	N/E	694	882	50	1102
4C	4th	N/E	927	1153	45	1441

Developer's Allocation in 'Block-I', in form of Commercial Space & Car Parking Space, in Ground Floor, as under :

- a) **Commercial Space** : The total commercial space area in the Ground Floor of 'Block-I', is 1227 sq.ft. more or less of built up area.

Therefore, the Developer's Allocation in Ground Floor, 'Block-I', is 50% i.e. $1227 \text{ sq.ft.} \times 50\% = 613.50 \text{ sq.ft.}$ more or less of built up area. This commercial space area measuring 613.50 sq.ft. more or less of built up area will be received from North-West Side.

- b) **Car Parking Space** : The developer is constructing five numbers of car parking spaces in the Ground Floor, 'Block-I', i.e. Car Parking Space Nos. '1', '2', '3', '4' & '5' respectively.

As per settlement, the Developer will get one Car Parking Space as his Developer's Allocation, i.e. Car Parking Space No. '1', on the North-West Portion.

DIGANTA CONSTRUCTION

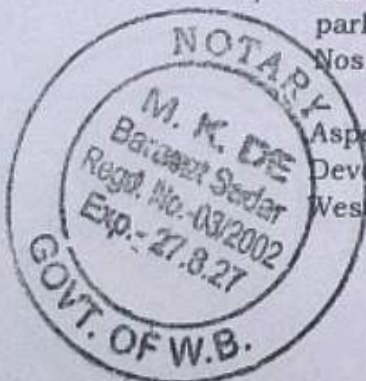
Arjit NASKAR

Proprietor

Contd.....8

e/s N M R E R O B I S

06 MAR 2024



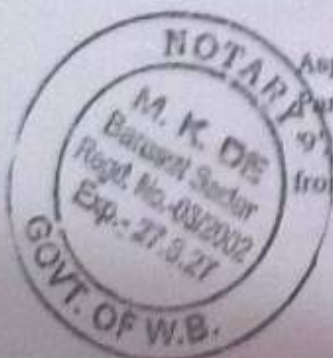
B. Developer's Allocation in 'Block-II', in form of residential flat/s, from 1st floor to 4th Floor, as under :

Flat No.	Floor	Side	Carpet Area	Built Up Area	Balcony Area	Super Built Up Area
			(In sq.ft./m ² /li)	(In sq.ft./m ² /li)	(In sq.ft./m ² /li)	(In sq.ft./m ² /li)
1E	1st	N/W	835	957	29	1196
1F	1st	W	729	847	35	1059
1G	1st	W	730	847	35	1059
1H	1st	S/W	653	758	33	948
2A	2nd	S/E	679	794	38	993
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4A	4th	S/E	679	794	38	993
4B	4th	E	695	809	35	1011
4C	4th	E	725	842	35	1053
4D	4th	N/E	835	957	29	1196

Developer's Allocation in 'Block-II', in form of Car Parking Spaces, in Ground Floor, as under :

- a) **Car Parking Space** : The developer is constructing 26 (Twenty Six) numbers of car parking spaces in the Ground Floor, 'Block-II', i.e. Car Parking Space Nos. '6' to '31'.

As per settlement, the Developer will get 14 (Fourteen) numbers of Car Parking Spaces as Developer's Allocation, i.e. Car Parking Space Nos. '9', '10', '11', '17', '18', '19', '20', '21', '25', '26', '27', '28', '29' & '30', all from North-West Portion.



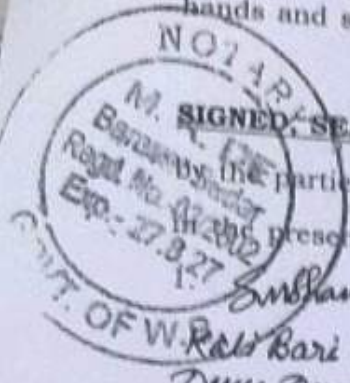
DIGANTA CONSTRUCTION

Abhinav Narayan

Proprietor

Contd.....9

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 :

Sushamoy Mukherjee
Rabi Bari Road, Nalta,
Dum Dum Cantt.-KOL-28.

2. *Pratap K. Naskar.*
vill + P.O. - Kadam Pukur, P.S.
Bco Park, Dist-24 Pgs North,
pin - 700135.

সাবিতা বাল নস্কর

Sabita Bala Naskar
Landowner

Drafted By:
Parul Manojan Sarmakar Adv.
For Pinaki Chattopadhyay & Associates,
Advocates,

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

ATTESTED
M. K. DE
M. K. DE
Notary (W.B.)
Barasat, North 24 Pgs
Regd. No.-03/2002

DIGANTA CONSTRUCTION
Abhijit NASKAR
Proprietor

Abhijit Naskar
Proprietor of

Diganta Construction
Developer

Composed By:
Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.

06 MAR 2024
CHECKED BY
[Signature]
CLERK *06 MAR 2024*

DATED THE DAY OF 20

SUPPLEMENTARY
DEVELOPMENT AGREEMENT

BETWEEN

Sabita Bala Naskar

Landowner

Diganta Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700157

Ph. : 9830061809

Composed By

Jayashree Mondal

Teghoria Main Road

Kolkata - 700157

Dated _____ Day of _____ 20____



06 MAR 2024

In the matter of
Instrument 'A'
And

NOTARIAL CERTIFICATE



06 MAR 2024

Office :

M. K. De
LL.B

NOTARY PUBLIC

Sukanta Pally, Guma,
P.O. : Guma, P.S. : Ashokenagar,
Dist. : North 24 Parganas
Pin Code No. : 743704

Monoj Kanti De

LL.B. Advocate

NOTARY PUBLIC
GOVT. OF WEST BENGAL
BARASAT

P.O. & P.S. : BARASAT
DIST. : NORTH 24 PARGANAS
WEST BENGAL, INDIA
Regn No. - 03/2002