



THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT

57AA 228103

is made on this the 19th day of February
Two Thousand Twenty Five (2025) A.D.

BETWEEN

Yujit Saran

SRI SUJIT BASU (PAN AGRPB9283H) (AADHAAR NO. 915667953231), son of Sudhir Kumar Basu, by faith - Hindu, residing at 41/16, Sarsuna Main Road P.O.- Sarsuna, P.S. - Sarsuna, Kolkata- 700061, District - South 24 Parganas, hereinafter called and referred to as the "**OWNER/VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

SHIB DURGA ENTERPRIZE (PAN ADIFS5128A), a partnership firm, having its place of business at P-49, Brazomani Debya Road, P.O. & P.S. - Sarsuna, Kolkata - 700 061, represented by its Partners, (1) **SMT SHOULI CHAKRABORTY (PAN BNNPB4874Q) (AADHAAR NO. 3089 4164 3350)**, wife of Sri Dipankar Chakraborty, by religion - Hindu, by Occupation - Business, residing at P-49, Brazomani Debya Road, P.O. & P.S. - Sarsuna, Kolkata - 700 061, (2) **SMT. RUPA NEPAL (PAN AMZPN8691D) (AADHAAR NO. 7005 8480 6236)**, wife of Sankar Keshar Nepal, daughter of Yam Bahadur Chetty, by religion - Hindu, by Occupation - Business, residing at 66/11A, Sarsuna Main Road, P.O. & P.S. - Sarsuna, Kolkata - 700061, and (3) **SMT RATNA MONDAL (PAN AQAPM3990P) (AADHAAR NO. 7893 7555 8737)** wife of Ashok Kumar Mondal, by religion - Hindu, by Occupation - Business, residing at 66/10, Sarsuna Main Road, P.O. & P.S. -Sarsuna, Kolkata - 700061, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

A. **SRI SUJIT BASU** being the Owner of the One Part and **SHIB DURGA ENTERPRIZE** represented by its Partners, (1) **SMT SHOULI CHAKRABORTY** (2) **SMT. RUPA NEPAL** and (3) **SMT**

RATNA MONDAL, the Promoter/Developer of the Other part executed an Agreement for Development and a Development Power of Attorney of a Real Estate Project in respect of **ALL THAT** piece and parcel of land measuring about 4 Cottahs 9 Chittaks 8 Sq. ft. alongwith two storied structure measuring about 2400 sq.ft. (each floor measuring more or less 1200 sq. ft.) standing thereon lying and situated A.D.S.R.O. Behala, Mouza - Dakshin Behala, Pargana - Balia J.L. No. 16, R.S. No. 81, Touzi No. 351, R.S. & L.R. Dag No. 346, R.S. Khatian No. 600 & 603, L.R. Khatian No. 343 & 865, within the limits of the Kolkata Municipal Corporation vide Premises No. 216, Sarsuna Main Road, vide Assessee No. 411271500687, under Ward No. 127, Kolkata - 700061, District - South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, the terms and conditions mentioned therein. The said Development Agreement was registered before the D.S.R. II Alipore vide Deed No. 160200146 for the year 2025 and the said Development Power of Attorney was registered before the D.S.R. II Alipore vide Deed No. 160200124 for the year 2025 hereinafter referred to as the "**Development Agreement**" and "**Development Power of Attorney**".

B. In terms of the Development Agreement the Developer is entitled construct the proposed building and to sell, transfer and assign the Developer's Allocation in the proposed building to its intending buyer(s) and to receive the sale proceeds in its account.

In terms of the aforesaid indentures in lieu of the land of the said premises, the Owner will be entitled to get 45% of total F.A.R. (as its used basis) together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto, while in lieu of making construction, the Developer will be entitled to get remaining portion of the new building (including flats/car parking space/commercial spaces) in the proposed building together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities

annexed thereto mentioned in SCHEDULE-C of the Agreement for Development.

C. To set at rest all the disputes between the parties relating to owner's allocation, the parties hereto have executed this Supplementary Development Agreement on the terms and conditions appearing hereunder.

:-: TERMS & CONDITIONS :-:

1. In terms of the aforesaid indentures and this Supplementary Development Agreement, the Owner is entitled to the allocation as mentioned in SCHEDULE - "B" hereunder of this Agreement, while the Developer is entitled to the rest of the allocation/building.
2. Neither the Owner nor the Developer shall be entitled to claim any amount or constructed area against each other excepting as stated herein and this Supplementary Development Agreement along with aforesaid indentures shall be binding upon the parties.
3. The other terms and conditions mentioned in the aforesaid indentures will remain same. And this Supplementary Development Agreement should be treated as part and parcel of the aforesaid indentures and all indenture/s executed in connection of the aforesaid Development Agreement wherein allocation of the Owner and Developer has been specified. The respective allocation of the Owner and Developer as specified in this Supplementary Development Agreement is thus modified in such indentures accordingly.

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THE SCHEDULE ABOVE REFERED TO
SCHEDULE - A

(Description of the said property under Development)

ALL THAT piece and parcel of land measuring about 4 Cottahs 9 Chittaks 8 Sq. ft. alongwith two storied structure measuring about 2400 sq.ft. (each floor measuring more or less 1200 sq. ft.) standing thereon lying and situated A.D.S.F.O. Behala, Mouza - Dakshin Behala, Pargana - Balia J.L. No. 16, R.S. No.

81, Touzi No. 351, R.S. & L.R. Dag No. 346, R.S. Khatian No. 600 & 603, L.R. Khatian No. 343 & 865, within the limits of the Kolkata Municipal Corporation vide Premises No. 216, Sarsuna Main Road, vide Assessee No. 411271500687, under Ward No. 127, Kolkata - 700061, District - South 24 Parganas which is butted and bounded as follows:-

ON THE NORTH : Property of Jayat Sen Ghosh & others,
ON THE SOUTH : 12 ft. wide common passage,
ON THE EAST : 16 ft. wide common passage,
ON THE WEST : Property of Kartick Chandra Pal & others.

SCHEDULE - B

(Description of the Owner's Allocation)

Shall mean 45% of total F.A.R. (as its used basis) and a sum of Rs. 19,00,000/- (Rupees Nineteen Lakhs) only out of which Rs. 10,00,000/- (Rupees Ten Lakhs) only will be paid by the developer at the time of execution of this presents and the balance sum of Rs. 9,00,000/- (Rupees Nine Lakhs) only payable on 24.05.2025 by way of post dated cheque.

Such sum of Rs. 19,00,000/- (Rupees Nineteen Lakhs) only will either be refunded/return by the owner at the time of receipt of Owner's Allocation or the same will be adjusted from the owner's allocated portion @ Rs. 3200/- per sq. ft. calculated on super built up area.

SCHEDULE - C

(Description of the Developer's Allocation)

In lieu of making construction upon of the building upon the said premises the Developer will be exclusively entitled to remaining flats and proportionate share of land excepting as those mentioned in Schedule B herein above.

Sujit Pal

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

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of:-

WITNESSES:-

1. *Swayambayan Bose*

2.

Joyjit Dey

SIGNATURE OF THE OWNER

SHIB DURGA ENTERPRIZE

Shouli Chakraborty
SHIB DURGA ENTERPRIZE Partner SHIB DURGA ENTERPRIZE
Ratna Mondal *Rupa Nepal.*
Partner Partner

SIGNATURE OF THE DEVELOPER

Drafted by me :-

Advocate
Alipore Judges' Court
Kolkata - 700 027

Computer Print by :

Joyjit Dey
Sarsuna, Kolkata - 61

MEMO OF CONSIDERATION

RECEIVED on and from the within mentioned Developer the within mentioned sum of Rs.19,00,000/- (Rupees Nineteen Lakhs) only.

MODE OF PAYMENT

| DATE | BANK | MODE | AMOUNT (Rs.) |
|-------------|---------------|-------------|-------------------------|
| 19.02.2025 | AXIS, SARSUNA | CH. 015531 | 10,00,000/- |
| 24.05.2025 | AXIS, SARSUNA | CH. 015578 | 9,00,000/- |

WITNESSES

1.

2.



SIGNATURE OF THE OWNER