

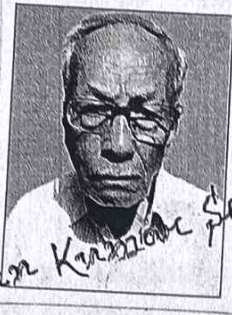
পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

03AC 274232



Chakrabarty

in duplicate



Ratan Kumar Sen Gupta

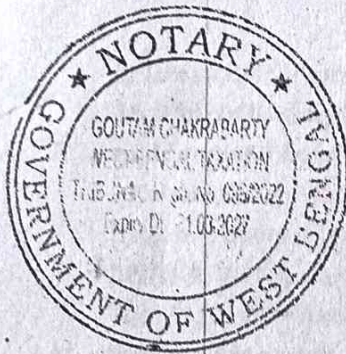
Before the Notary Public
West Bengal Taxation Tribunal

**SUPPLEMENTARY
DEVELOPMENT AGREEMENT**

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on *17th* day of *December*,
Two Thousand Twenty Four (2024).

BETWEEN

RATAN KUMAR SEN GUPTA [PAN : AQGPG4780R],
[AADHAAR NO. 713164562836], [D.O.B. 01.03.1935]
& **[MOBILE NO. 9007860228]**, son of Late Lalit Mohan Sengupta, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at AD-350, Rabindra Pally, P.O. Prafulla Kanan, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal.. Hereinafter referred to and called as the



17 DEC 2024

Ratan Kumar Sen Gupta

ATTESTED
Goutam Chakrabarty
Notary, West Bengal
Taxation Tribunal
Reg. No. 098/2022

SRISHTI R NIRMAN REALTY
Srishti Chakrabarty
Proprietor

Contd.....2

260807

Pinaki Chattopadhyay
Advocate
Judge's Court Barasat

NAME _____
ADD. _____
Rs. _____
27 NOV 2024
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Co. Pvt
2 & 3, K. S. Roy Road, K. S. I

27 NOV 2024

27 NOV 2024

17 DEC 2021

"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 nominee or nominees) of the **ONE PART**.

AND

SRISHTI R NIRMAN REALTY [PAN : AFTPC0734M], a Proprietorship Concern, having its previous office at Flat No. 201, 2nd Floor, AF-128, Paroshmani Abasan, Krishnapur, P.O. Krishnapur, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, and now at Premises No.99/08/1087, AD-324, Rabindra Pally, P.O. Krishnapur, P.S. Baguiati, Kolkata - 700101, District North 24 Parganas, West Bengal, represented by its Proprietor **ANUSILAN CHAKRABORTY [PAN : AFTPC0734M], [AADHAAR NO. 960691183604], [D.O.B. 27.09.1978] & [MOBILE NO. 9836618451]**, son of Late Ramkanta Chakraborty, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at AF-65, Talbagan, Rabindrapally, Krishnapur, 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 Ratan Kumar Sen Gupta, Landowner herein, is the absolute owner of **ALL THAT** piece and parcel of land measuring :

<u>R.S. Dag No.</u>	<u>L.R. Dag No.</u>	<u>R.S. Khatian No.</u>	<u>L.R. Khatian No.</u>	<u>Nature of Land</u>	<u>Total Land Area</u>
2572	4848	60	2987	Bastu	K - CH - SFT. 00 - 08 - 36
2573	4848	766	2987	Bastu	04 - 00 - 00 04 - 08 - 36

In total a demarcated plot of Bastu land measuring **4 (Four) Cottahs 8 (Eight) Chittacks 36 (Thirty Six) sq.ft.** be the same a little more or less Together With cement flooring residential Tiles Shed measuring **100 sq.ft. more or less**, lying and situate at **Mouza - Krishnapur**, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in C.S. Dag Nos. 4065 & 4054, **R.S. Dag Nos. 2572 & 2573**, corresponding to **L.R. Dag No. 4848**, under C.S. Khatian Nos. 587 & 154, **R.S. Khatian Nos. 60 & 766, L.R. Khatian No. 2987 (in the name of Ratan Kumar Sengupta, Landowner herein)**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. 51/622, Block-AD, in Ward No. 33, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 51/622, Block-AD, in Ward No. 24, having Assessee No. 20033198581, having Premises No. AD-350, Rabindra Pally By Lane (Krishnapur), P.O. Prafulla Kanan, Kolkata - 700101,

SRISHTI R NIRMAN REALTY

Anusilan Chakraborty
Proprietor

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Ratan Kumar Sen Gupta

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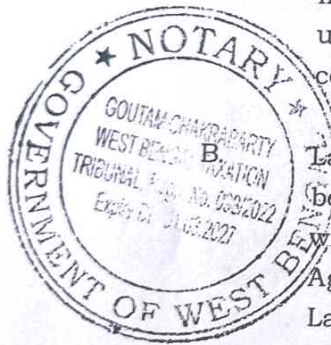
in the District North 24 Parganas, in the State of West Bengal, which is morefully described in First Schedule hereunder written.

AND WHEREAS the said Ratan Kumar Sen Gupta entered into a Registered Development Agreement with one Srishti R Nirman Realty, Developer herein, for development of his land which is morefully described in the First Schedule hereunder written. The said Development Agreement was registered on 21.06.2024, registered in the office of the A.R.A. II, Kolkata, and recorded in Book No. I, Volume No. 1902-2024, Pages 401826 to 401856, being Deed No. 19027485 for the year 2024.

AND WHEREAS after enetering to the aforesaid development agreement, the said developer has prepared a building plan and has got it duly sanctioned by the concerned authority.

AND WHEREAS in accordance with the said Registered Development Agreement, the said Ratan Kumar Sen Gupta, Landowner herein, was entitled to get her Landowner's Allocation, is under :

"A. The Landowner will get 50% (Fifty Percent) of constructed area in the proposed multi storied building in form of flats/shops/car parking spaces, together with undivided proportionate share of land, common areas, common amenities and common facilities.



Later on, after preparation of the final Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats/shops/garages within the purview of the Landowner's Allocation.

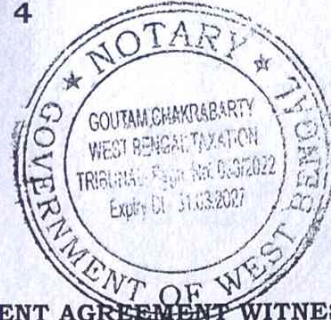
C. The Landowner will also get a sum of Rs.13,500/- (Rupees Thirteen Thousand Five Hundred only) as rent free accommodation of shifting charges to be payable from the date of signing and executing this present Development Agreement till the date of handing over of possession of Landowner's Allocation to the said Landowner."

AND WHEREAS the Developer herein in presence of the owner has prepared a floor plan for demarcating the Owner's Allocation of the said Ratan Kumar Sen Gupta and details of demarcated of Owner's Allocation of the said Ratan Kumar Sen Gupta is morefully described in the Second Schedule hereunder written, and in this regard, it is necessary to sign and execute this present Supplement Development Agreement in between the parties herein, relating to Owner's Allocation receivable by the said Ratan Kumar Sen Gupta, Landowner herein, in the building in question.

SRISHTI R NIRMAN REALTY

Penyilaw Chakrabarty
Proprietor

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17 DEC 2021

NOW THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT WITNESSETH as follows :-

1. That both the parties herein hereby agreed and declared that all the remaining terms and conditions except the Owner's Allocation of the said Ratan Kumar Sen Gupta as described above and also described in the Second Schedule hereunder written, the other clauses in the said Registered Development Agreement will remain unchanged and enforceable.
2. That this present Supplementary Development Agreement is/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 Development Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Plot of Land & Premises]

ALL THAT piece and parcel of land measuring :

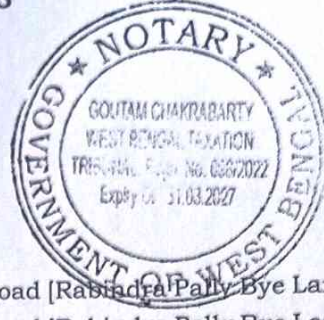
<u>R.S. Dag</u>	<u>L.R. Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K - CH - SFT.</u>
2572	4848	60	2987	Bastu	00 - 08 - 36
2573	4848	766	2987	Bastu	04 - 00 - 00
					04 - 08 - 36

In total a demarcated plot of Bastu land measuring **4 (Four) Cottahs 8 (Eight) Chittacks 36 (Thirty Six) sq.ft. be the same a little more or less Together With cement flooring residential Tiles Shed measuring 100 sq.ft. more or less**, lying and situate at **Mouza - Krishnapur**, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in C.S. Dag Nos. 4065 & 4054, **R.S. Dag Nos. 2572 & 2573**, corresponding to **L.R. Dag No. 4848**, under C.S. Khatian Nos. 587 & 154, **R.S. Khatian Nos. 60 & 766, L.R. Khatian No. 2987 (in the name of Ratan Kumar Sengupta, Landowner herein)**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. 51/622, Block-AD, in Ward No. 33, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 51/622, Block-AD, in Ward No. 24, having Assessee No. 20033198581, having Premises No. AD-350, Rabindra Pally By Lane (Krishnapur), P.O. Prafulla Kanan, Kolkata - 700101, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

SRISHTI R NIRMAN REALITY

Anujit Chakrabarty
Proprietor

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- ON THE NORTH : 11'-5" Wide Road [Rabindra Pally Bye Lane (Kestopur)].
 ON THE SOUTH : 13'-6" Wide Road [Rabindra Pally Bye Lane (Kestopur)].
 ON THE EAST : Premises No. AD-206 (White Valley) & House of Late
 Kamal Kesh Sur.
 ON THE WEST : Premises No. AD-352 [Jwaladevi Apartment].

THE SECOND SCHEDULE ABOVE REFERRED TO
[Owner's Allocation will be received & acknowledged 17 DEC 2024
by present owner, Ratan Kumar Sen Gupta]

In accordance with the said Registered Development Agreement and in accordance with Floor Plan and in accordance with the settlement settled in between the parties herein, the said Ratan Kumar Sen Gupta, Landowner herein, hereby has received his allocation in the building as full and final consideration in satisfactory condition and the Ratan Kumar Sen Gupta, Landowner hereby acknowledged and confirmed his allocation in the building. The details of construction including Owner's Allocation of the said Ratan Kumar Sen Gupta, Landowner herein, is as follows :-

1. **Total Land Details :**

<u>Name of the Owner</u>	<u>Physical Land Area</u> K - CH - SFT.	<u>Physical Land Area</u> [In Square Feet]
Ratan Kumar Sen Gupta	04-08-36	3600

1.1 **Total super built up area (from First Floor to Third Floor) in the Building :**

<u>Floor</u>	<u>Area [In sq.ft.]</u>
1st	2227
2nd	2227
3rd	2227
<u>6681 sq.ft. more or less</u>	

2.1.1 **OWNER'S ALLOCATION :**

Proportionate share of Ratan Kumar Sen Gupta [First Floor to Third Floor] :

Proportionate area constructed in the land of Ratan Kumar Sen Gupta :

Total Area of First Floor to Third Floor = 6681 sq.ft. more or less super built up area

Total Area of Ground Floor = 1173 sq.ft. more or less

SRISHTI R NIRMAN REALITY

Anuril Chakrabarty
 Proprietor

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Share of Ratan Kumar Sen Gupta from First Floor to Third Floor i.e 50% = 3340.50 sq.ft. more or less

Share of Ratan Kumar Sen Gupta from Ground Floor i.e 50% = 586.50 sq.ft. more or less

2.1.2 **Thus the aforesaid total area (i.e. present Owner's Allocation) will be allotted as under :**

17 DEC 2024

1. **Details of Flat/s :**

<u>Flat No.</u>	<u>Floor</u>	<u>Side</u>	<u>Super Built Up Area</u> <u>[in Sq.ft. (m/l.)]</u>
B	1st	South East	1071
A	2nd	North East	1156
A	3rd	North East	<u>1156</u>
			<u>3383</u>



The said Ratan Kumar Sen Gupta has received excess area from first to third floor i.e 3383-3340.5 = 42.5 square feet more or less of super built up area. The said excess area will be paid by landowner to developer in cash value @ Rs. 4,000/- (Rupees Four Thousand only) per square feet i.e Rs. 1,70,000/- (Rupees One Lakh Seventy Thousand only).

2. **Details of Garage :**

<u>Garage No.</u>	<u>Floor</u>	<u>Built Up Area</u> <u>[in Sq.ft. (m/l.)]</u>
3, 4 & 5	Ground	532

The said Ratan Kumar Sen Gupta has received less area on the ground floor i. 586.5-532 = 54.50 square feet more or less of super built up area. The said less area will be adjusted in cash value of Rs. 2,18,000/- (Two Lakh Eighteen Thousand only) @ Rs. 4,000/- (Rupees Four Thousand only) per square feet, which will be paid by the developer to the landowner herein.

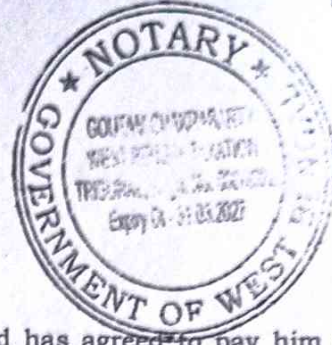
3. Now the said Ratan Kumar Sen Gupta has offered the said Developer to exchange the flat, being Flat No. A, on the Third Floor, on the North East side, measuring 1156 (One Thousand One Hundred Fifty Six) Square feet more or less pf super built up area with a cash consideration of Rs. 46,24,000/- (Rupees Forty Six Lakh Twenty Four Thousand only) @ Rs. 4,000/- (Rupees Four Thousand only) per square feet. The said developer

SRISHTI R NIRMAN REALTY

Prayilam Chakraborty
Proprietor

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Ratan Kumar Sen Gupta



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has accepted the aforesaid offer and has agreed to pay him the amount i.e Rs. 46,24,000/- (Rupees Forty Six Lakh Twenty Four Thousand only) @ Rs. 4,000/- (Rupees Four Thousand only) per square feet in installments. It is to be mentioned herein that, the flat in question i.e Flat No. A, on the Third Floor, on the North East side, measuring 1156 (One Thousand One Hundred Fifty Six) Square feet more or less of super built up area will be treated as Developer's Allocation and the said developer shall have every right to sell the same to any intending purchaser at any cost as he may deem fit, from the day of signing this present agreement.

4. Now, both the parties have decided to adjust their respective due amounts with each other which is Rs. 46,24,000/- + Rs. 2,18,000/- (payable by developer to landowner) - Rs. 1,70,000/- (payable by landowner to developer) = Rs. 46,72,000/- (Rupees Forty Six Lakh Seventy Two Thousand only). This amount is to be paid by the developer to the landowner in following installments :
 - (i) Rs. 20,00,000/- (Rupees Twenty Lakh only) will be paid on and within 01.04.2025,
 - (ii) Rs. 26,72,000/- (Rupees Twenty Two Lakh Ten Thousand only) will be paid on and within 31.12.2025.
5. The said flats/garage space lying and situated in the building namely "IRA RESIDENCY", lying and situated on the said plot of land, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flats/garage space, lying in the said building.
6. The said Ratan Kumar Sen Gupta, Landowner herein is satisfactorily honoured, acknowledged and accepted his aforesaid Owner's Allocation with absolute power to sell, transfer and convey his said units as described above.
7. The save and except the aforesaid allocation of Ratan Kumar Sen Gupta, the other areas in the said building will exclusively be treated as Developer's Allocation.
8. Except the aforesaid clarification of Owner's Allocation, other clauses of the said Registered Development Agreement will be remained unchanged and binding upon both the parties.
9. That this present Supplementary Development Agreement will be treated as part and parcel of the said Registered Development Agreement.

Ratan Kumar Sen Gupta

SRISHTI R NIRMAN REALITY

Pinaki Chattopadhyay
Proprietor

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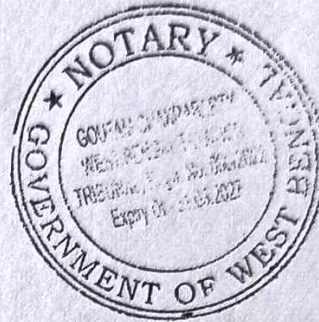
IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. Santana Sen Gupta
Tulip-210, Sonesta Cosmes
10th Main, 13th Cross
Maruthi Nagar,
Malleshpalya
Bangalore - 560075



17 DEC 2024

Ratan Kumar Sen Gupta

Ratan Kumar Sen Gupta

Landowner

Drafted By :

**For Pinaki Chattopadhyay & Associates,
Advocates,**

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

Composed By :

**Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700157.**

LT1 (3) Signature (2) of the Executant
Attested by me on Identification

**ATTESTED
Goutam Chakrabarty
Notary, West Bengal
Taxation Tribunal
Reg. No. 098/2022**

SRISHTI R NIRMAN REALTY

Anusilan Chakrabarty
Proprietor

Anusilan Chakrabarty
Proprietor of
Srishti R Nirman Realty
Developer