

পশ্চিমকণ पश्चिम बंगाल WEST BENGAL

22AB 982548

## **SUPPLYMENTARY AGREEMENT**

THIS SUPPLEMENTARY AGREEMENT is made this 1<sup>ST</sup> day of JULY' Two Thousand and Twenty (2020).

#### **BETWEEN**

1. SMT. APARNA GANGULY PAN. BHCPG3221P, wife of Sri Shyamal Ganguly and 2. SMT. SUDIPTA BASU PAN. BMRPB1558C, wife of Late Netai Basu, both by faith Hindu, No.1 residing at Fartabad Ganguly Para, P.O-Garia, P.S-Sonarpur, Kolkata-700084, Dist-24- Parganas(s) and No.2 residing at Fartabad Katherbari, P.O-Garia, P.S-Sonarpur, Kolkata-700084, Dist-24-Parganas(s), hereinafter referred and called the "OWNERS" (which expression shall unless excluded by or repugnant to the context shall deem and include their heirs executors, administrators, legal representatives and assigns) of the ONE PART

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### AND

STARLIGHT, PAN. ACTFS6879A, a partnership Firm having its office at 22/4/1A, Pranabananda Road, Garia, P.S-Patuli, Kolkata -700084, represented by its Partners 1. SRI KARTICK GHOSH, PAN. AJQPG4259E, Mb.6291918875, son of Niranjan Ghosh, residing at Fartabad Ganguly Para, P.S— Narendrapur formerly Sonarpur, Kolkata-700084 and 2. BIJAN THOMAS, PAN. AIRPT3609B, Mb.7003936236, son of K.J.Thomas, residing at 22/4/1A, Pranabananda Road, Garia, P.S-Patuli, Kolkata -700084, hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors in-office and assigns) of the OTHER PART.

WHEREAS the ONE PART herein are the absolute owner ALL THAT the bastu land measuring 3 cottahs 4 Chittaks 36 sq.ft. a little more or less together with a 100sq.ft. Asbestos shed structure standing thereon lying and situate comprised in R.S.Dag No.3018, R.S.Khatian No. 186, J.L. No.47, R.S.No.7, Mouza Barhansfartabad, Pargana Medanmollah, Touzi No. 109, P.S–Sonarpur, within Rajpur Sonarpur Municipality, being Municipal Holding No. 2805 under ward No. 29, in the district 24 Parganas (South) which is morefully and particularly described in the SCHEDULE hereunder written.

AND WHEREAS the party of the one part herein has appointed the party of the other part as Developer for construction of apartment ownership building in the Schedule below property on mutual and commercial benefit and accordingly the said owners executed a joint venture agreement by and between the owner and the Developer on 01/02/2019 and recorded in its Book No.1, Volume No. 1629, Pages 17335 to 17365, being No. 162900466 for the year 2019 under certain terms and conditions mentioned therein and also executed a register general Power of attorney recorded in its Book No.1, C.D.Volume No. 1629, Pages 17900 to 17917, Being No. 162900472 for the year 2019 both duly registered at A.D.S.R.Office at Garia, South 24 Parganas.

<u>AND WHEREAS</u> in pursuance of the said agreement and power of attorney the owner the party of the One Part herein and the Developer the Party of the Other Part herein have mutually decided, agreed and accepted their respective allocation as stated in the said agreement dated 01/02/2019.

AND WHEREAS as per said agreement dated 01/02/2019 the Developer, party of the Other part obtained the G+3(Three) Storied sanction building plan vide sanction building Plan no. 334/CB/29/43 dated 25/03/2020 from the office of Rajpur Sonarpur Municipality.

AND WHEREAS in the said agreement it has been written the owners allotted area consisting of 45% constructed area out of sanctioned F.A.R in the proposed new building together with the right to use of common areas on an equitable basis to be constructed in accordance with the sanction building plan, sanctioned from The Rajpur Sonarpur Municipality and Developer was allotted as his 55% constructed area out of sanctioned F.A.R in the proposed new building together with the proportionate right, title, interest in the common facilities and amenities including the right to use thereof and also the absolute right on the part of the developer to enter into agreement for sale, transfer, lease or in any way deal with the same as absolute owners thereof.

AND WHEREAS as the Land owners allocation ie One First Floor South West Side Flat measuring more or less 821 sq.ft Super Built Up area along with one car parking space in the ground floor as per sanctioned building plan in the name of Smt. Aparna Ganguly and another one flat on the Second floor South West Side measuring more or less 821 sq.ft along with one car parking space the ground floor as per sanctioned building plan in name of Smt. Sudipta Basu and remaining constructed area of the Developer's allocation consisting of First Floor South East Side Flat measuring more or less 906 sq.ft Super Built Up area and another flat in the Second floor South East Side Flat measuring more or less 906 sq.ft. Super Built Up area and Entire Top Floor consisting of Two Flats and remaining space in the ground floor( car parking and store).

Be it noted 45% owners allocated share has been stated herein above if any portion is remain after such allocation Developer's shall liable to pay the amount at the rate of market price.

### **SCHEDULE ABOVE REFERRED TO** (Description of Land)

ALL THAT the bastu land measuring 3 cottahs 4 Chittaks 36 sq.ft. a little more or less, comprised in R.S.Dag No.3018, R.S.Khatian No. 186 in Mouza Barhansfartabad, Pargana Medanmollah, J.L. No.47, R.S.No.7, Touzi No. 109, P.S-Sonarpur, within Rajpur Sonarpur Municipality, being Municipal Holding No. 2805, under ward No. 29, District 24 Parganas (South) butted and bounded in the following manner:-

ON THE NORTH

: Portion of Dag No. 3018,

ON THE SOUTH

: 16, wide Road,

ON THE EAST

: 8, wide Road.

ON THE WEST

: 16' Wide Road,

IN WITNESS WHEREOF the parties hereunto have put their respective signature on the day, month and year first above written.

**WITNESSES:** 

1. Mengod Generals

Footbased Governorpore

SIGNATURE OF THE OWNERS

2. Shanwati Basu.

For STARLIGHT Worlick Genosh

SIGNATURE OF THE DEVELOPER

Drafted by,

Kalchanker Mans 17/20

Alipore Judges' Court, Kolkata – 700 027.

K. S. Mondal Advocate **Alipore Judges Court**