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Dist. Sup-riegistrer, Jhergreen

2 7 MAR 2023

SUPPLEMENTARY DEVELOPMENT

AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT made on this the 24th day of March, 2023.

Drafted by:

NILESH DAS, Advocate Enrolement No. F/740/2012 District Judges' Court (1)

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DISTRICT SUB-REGISTRAR JHANGRAM

2 6 MAR 2023

BETWEEN

The legal heirs of Late DULAL CHANDRA SAHA namely his wife SMT. SHYAMALA BAI SAHA (PAN: AJCPS5913K), by Profession – Doctor and her three sons namely SRI RAJA SAVYASACHI SAHA (PAN:BPKPS0535L), by Profession – Advocate, SRI RISHI SIVAJI SAHA (PAN:CGPPS8921R), by Profession – Business and SRI KAVI SIDDHARTHA SAHA (PAN: BXRPS0077E) all are by faith – Hindu, by nationality - Indian, resident of Raghunathpur, Jhargram, Post Office & Police Station - Jhargram, Pin: 721 507, District - Jhargram, West Bengal, Present Address – 45/8/D Moore Avenue Manick Bandapadhay Sarani, Post Office & Police Station-Regent Park, Circus Avenue, Kolkata-700 040, West Bengal, hereinafter called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

AND

SRI ASHISH GHOSH, PAN ADLPG7944H, son of Late Bhabatosh Ghosh, by faith Hindu, by nationality Indian, by occupation - Business, residing at Natundihi, Jhargram, Post Office & Police Station - Jhargram, Pin: 721507, District - Jhargram, West Bengal, hereinafter called and referred to as the "PROMOTER/DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors or successor-in-office, the partners representatives and assigns) of the SECOND PART.

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Drafted by:

NILESH DAS, Advocate Enrolement No- F/740/2012 District Judges' Court Jhargram

WHEREAS

- 1) The OWNERS/ First Part of this deed are the present OWNERS as well as the occupiers after the demise of Shri Dulal Chandra Saha on 25th December 2022 by virtue of becoming the legal heirs of Shri Dulal Chandra Saha are seized and possessed of and have sufficiently entitled to the 'Bastu' land measuring an area 7.40 Decimal i.e. 3223.44 Sq. ft. in LR. Plot No. 1933, under R.S. khatian No. 1088, corresponding to R.S. Plot No. 141, under L.R. Khatian No. 4573 under Jhargram Municipality in Ward No. 14, Holding ID 12840, Holding No. 780/627/1, Police Station - Jhargram, District Jhargram.
- 2) Shyamala Bai Saha and her three sons namely Raja Savyasachi Saha, Rishi Sivaji Saha and Kavi Siddhartha Saha are the legal heirs of Dulal Chandra Saha S/o late Narahari Saha. By virtue of being legal heirs Shyamala Bai Saha and her three sons namely Raja Savyasachi Saha, Rishi Sivaji Saha and Kavi Siddhartha Saha are now the Owners of the said land which was purchased by Sri Dulal Chandra Saha from Smt. Manju Bisui W/o Dr Hiralal Bisui vide a Deed of Conveyance dated 03/05/2000 being Deed No. 1-2777 registered before the Additional District Sub-Registrar, Jhargram whereafter during his absolute possession, he mutated his name in the record of settlement and got his new Khatian No. 4573 in his name and enjoyed his right, title, interest and possession over the said land measuring 7.40 decimals by paying all the taxes /rents before the authority concerned.
- 3) During the lifetime of Dulal Chandra Saha, he entered into a Development Agreement of the said land on dated 20th August 2019 vide Development Agreement No. 1 -5067/19 with Sri Ashish Ghosh and the legal heirs of Dulal Chandra Saha namely Shyamala Bai Saha and her three sons namely Raja Savyasachi Saha, Rishi Sivaji Saha and Kavi Siddhartha Saha agree to uphold and respect all the terms and conditions of the aforesaid Development

Symula Br. 3.th.

Shirt Heart

(3)

Drafted by:

NILESH DAS, Advocate Enrolement No- F/740/2012 District Judges' Court Jhargram agreement in all its forms. This agreement further validates and accepts the applicability and acceptability of the Development Agreement vide Deed No. I -5067/19 by both the parties and each of the clause mentioned in the deed will be abiding to both the PARTIES of this agreement.

- 4) The legal heirs of Shri Dulal Chandra Saha namely Shyamala Bai Saha and her three sons namely Raja Savyasachi Saha, Rishi Sivaji Saha and Kavi Siddhartha Saha shall, in addition to this supplementary Development Agreement, execute a General Power of Attorney in favour of the 'Developer'.
- 5) The legal heirs of Shri Dulal Chandra Saha have approached the Developer to execute this agreement and allow them to construct/develop/build a new building on the said landed property by construction of multistoried building therein in accordance with the sanction plan, to be sanctioned by Jhargram Municipality at Developer's own arrangement, cost and expenses.
- 6) The Parties, the Land Owners and the Developer have for the purpose of smooth completion of the said Development to avoid future complication/ anomalies/ litigation have executed this 'Supplementary Agreement' to facilitate sale, transfer, convey, assign or cause to be sold, transferred, conveyed assured of the constructed areas in the multistoried building/s in accordance with the Sanctioned Building plan and the undivided share in the said property which may fall within the allocation of the owners or the Developer as per the CONSIDERATION mentioned in Development Agreement executed on dated 20th August 2019 vide Deed No. I -5067/19.

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Drafted by:

MILESH DAS, Advocate Enrolement No- F/740/2012 District Judges' Court Jhamram

- 7) This agreement as well as the Development Agreement executed on dated 20th August 2019 vide Deed No. I -5067/19 shall remain valid and will be binding on both the parties and their legal heir/s or nominee/s in the event of demise of member/s of any of the two parties due to any unforeseen reasons.
- 8) The terms and conditions contained herein shall override and supersede any term or condition which is contrary hereto, contained in the Development Agreement dated 20th August 2019. The other terms and conditions contained in the Development Agreement dated 20th August 2019 shall be binding on both the parties.

IN WITNESS WHEREOF all the parties have subscribed their hands unto these presents on the day, months and year mentioned above in presence of witnesses and executed this deed.

This Deed has been completed.

This Deed has been completed in 07 pages and there are two witnesses.

Signature of Witnesses: -

- 1. Bubecate Roy
 Badal Roy
 Chandi Pak, Shansham
 Banisees.
- 2. Rajest Kumar Glosh Badal Chandra Ghosh PO+P: - That gram Dist - That gram

1. Shyamala Bri Sh. 2. Raja Sanyasadi Saha 3. Rid. Rayi ah 4. Kan S. Der 14. Jeh

Signature of the Land Owners

Signature of the Developer

Drafted & Prepared in my office:

NILESH DAS, Advocate

NILESH/DAS, M.A.LL.M. Advocate

Enrolement No- F/740/2012 District Judges' Court

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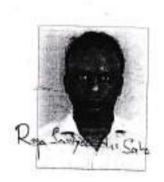
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PHOTOGRAPHS AND FINGERPRINTS OF THE PARTIES



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artificate of Registration under section 60 and Rule 69.

(egistered in Book - I

 Volume number 2201-2023, Page from 22849 to 22866 being No 220101068 for the year 2023.



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Digitally signed by JOYJIT CHANDA Date: 2023.03.27 15:05:43 +05:30 Reason: Digital Signing of Deed.

(Joyjit Chanda) 2023/03/27 03:05:43 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. Jhargram West Bengal.

(This document is digitally signed.)