

No. 824

Date 09-11-2012 Rs. 10

Name

Address

SANKAR KUMAR SARKAR
STAMP-VENDOR
SONARPUR A.D.S.R. OFFICE
24 PARGANAS (SOUTH)

T. K. Chakraborti
Advocate
Baruipur Court



1. **SRI PRIYOTOSH SANYAL** Pan-ALOPS0274P, Aadhar No-636017320426, son of Late Ashutosh Sanyal by faith- Hindu, by Nationality-Indian, by Occupation- Service, residing at 21, Purbachal Link Road, P.O. Haltu, P.S. Kasba at present Garfa, Dist. South 24 Parganas, Kolkata-700078, 2. **SMT. ARUNIMA DUTTA** Pan-BAVPD4878F, 870660694908, wife of Sri Tarun Kumar Dutta, by faith- Hindu, by Nationality- Indian, by Occupation- House wife, residing at 47/1, P. Majumder Road, P.O. Haltu, P.S. Garfa, Dist. South 24 Parganas, Kolkata-700078, 3. **SMT. SURANJANA CHATTOPADHYAY**, Pan-AIYPC4468Q, 603158260073, wife of Sri Subrata Chattopadhyay, by faith- Hindu, by Nationality- Indian, by Occupation- House wife, residing at 76/4, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Dist. South 24 Parganas, Kolkata-700078, hereinafter referred to as the "**OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S SWARNA REALTORS PRIVATE LIMITED, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S- Kasba Kolkata -700107, being represented by it's sole proprietor namely **SRI SUKHENDU MAITRA**, Pan-AIDPM1900E, son of late Adhir Chandra Maitra, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S- Kasba Kolkata- 700107, hereinafter called the **DEVELOPER/ CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representative and assigns) of the **OTHER PART**.

WHEREAS the owners herein have entered into an Development Agreement on 24.09.2019 with the Developer herein for development **ALL THAT** piece and parcel or homestead land area measuring more or less **7 (Seven) Kathas 2 (Two) Chattaks 04 (Four) Sq.ft.** together with a 500 Sq.ft. pucca building standing thereon lying, situated at Mouza- Garfa, J.L. No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No. 884, Hal Khatian No-1448 now being Kolkata Municipal Corporation amalgamated premises No- **884, Purbachal Road**, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no.

Priyotosh Sanyal
Arunima Dutta
Suranjana Chattopadhyay.

106 Assessee No- 311061711495, Development of their property in Kolkata Municipal Corporation on the terms and conditions mentioned in the said Development Agreement. The said Development Agreement was registered in the office of District Sub Registrar- III, at Alipore and has been recorded in Book No. 1, Vol. No. 1603-2019, Pages- 106997 to 107059, being No.- 160303307 for the year 2019.

AND WHEREAS it has been provided in the said Development Agreement that the Developer herein at its cost and initiative shall cause to be prepared and sanctioned the proposed plan for raising a ground plus three storied building on the land in the said premises.

AND WHEREAS it has also been mentioned in the said Development Agreement that after completion of the proposed building the Developer herein shall handover the possession of the flats on the entire first floor and South-West side of the third floor of the flat along with 50% of the Car Parking Space of the Ground floor sanction by the K.M.C to be allotted to the Owners herein more fully and particularly described in schedule "B" of the said Supplementary Agreement.

AND WHEREAS it has also been mentioned in the said Development Agreement that after completion of the proposed building the Developer herein shall the rest of the flats and car parking spaces i.e. on the entire second floor and South-East of the third floor of the flat and 50% of the Car Parking Space of the Ground floor sanction by the K.M.C to be allotted to the Developer herein more fully and particularly described in schedule "C" of the said Supplementary Agreement.

AND WHEREAS it has also been mentioned in the said Development Agreement that besides the aforesaid flats described in the schedule "B" of the said Supplementary Agreement and the date of execution of the said Development Agreement the owners herein received a sum of Rs. 2,50,000/ (Rupees Two Lakhs Fifty Thousand) only out of Rs. 12,50,000/ (Rupees Twelve Lakhs Fifty Thousand) only from the Developer herein for the said premises as non-refundable money.

AND WHEREAS the balance sum of Rs. 10,00,000/- (Rupees Ten Lakhs) only to be given to the owners as non-refundable money at the time of getting the sanction building plan from the Kolkata Municipal Corporation for Block-II.

AND WHEREAS it is necessary to mention the premises number of the property under the said Development Agreement to avoid future complications as such or otherwise the parties to this agreement have decided to incorporate the said

Priyotosh Samykal Sachdev
 Arunima Dutta
 Swarnjana Chattopadhyay.

premises number of the said property by executing this Supplementary Agreement.

AND WHEREAS to avoid future complications the parties to this agreement enter into this Supplementary Agreement this day after incorporating the said age terms and conditions into this Supplementary agreement as follows:-

TERMS AND CONDITIONS:-

1. That it has been agreed by and between the parties to this agreement that the property of the Owners herein as mentioned in the said Development Agreement as well as in Schedule "A" of the said Development Agreement shall be read and mentioned as Kolkata Municipal Corporation Premises No. **884, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata-700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061711495.**
2. That it has also been mentioned in the said Development Agreement that after completion of the proposed building the Developer herein shall handover the possession of the flats on the entire first floor and South-West side of the third floor of the flat along with 50% of the Car Parking Space of the Ground floor sanction by the K.M.C to be allotted to the Owners herein more fully and particularly described in schedule "B" of the said Supplementary Agreement.
3. That it has also been mentioned in the said Development Agreement that after completion of the proposed building the Developer herein shall the rest of the flats and car parking spaces i.e. on the entire second floor and South-East side of the third floor of the flat and 50% of the Car Parking Space of the Ground floor sanction by the K.M.C to be allotted to the Developer herein more fully and particularly described in schedule "C" of the said Supplementary Agreement.
4. That it has also been mentioned in the said Development Agreement that besides the aforesaid flats described in the schedule "B" of the said Supplementary Agreement and the date of execution of the said Development Agreement the owners herein received a sum of **Rs. 2,50,000/ (Rupees Two Lakhs Fifty Thousand) only** out of **Rs. 12,50,000/ (Rupees Twelve Lakhs Fifty Thousand) only** from the Developer herein for the said premises as non-refundable money.
5. That the balance sum of **Rs. 10,00,000/- (Rupees Ten Lakhs) only** to be given to the owners as non-refundable money at the time of getting the sanction building plan from the Kolkata Municipal Corporation for Block-II.

Priyotosh Sanjyal
Arunima Dutta
Swarajana Chattopadhyay

6. That the Development Agreement dated 24.09.2019 is hereby altered and/or modified to the above effect only and all other terms and conditions of the said Development Agreement shall remain the same and binding upon the parties to this Supplementary Agreement.
7. That each terms of this Agreement is the consideration for the other.

THE SCHEDULE 'A' ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY)

ALL THAT piece and parcel or homestead land area measuring more or less **7 (Seven) Kathas 2 (Two) Chattaks 04 (Four) Sq.ft.** together with a 500 Sq.ft. pucca building standing thereon lying, situated at Mouza- Garfa, J.L. No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No. 884, Hal Khatian No-1448 now being Kolkata Municipal Corporation amalgamated Premises No- **884, Purbachal Road**, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward No. 106 Assessee No- 311061711495, more fully described in the Schedule hereunder free from all encumbrances, claims, demands action etc. more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with **RED** border butted and bounded as follows:-

ON THE NORTH:- 23 & 75 Purbachal Road.

ON THE SOUTH:- 4, Purbachal Road.

ON THE EAST:- 77C, Purbachal Road & 12 ft wide Purbachal Road.

ON THE WEST:- 12 wide Purbachal Road.

SCHEDULE- "B"
(OWNERS'S ALLOCATION/AREA)

Developer herein shall handover the possession of the flats on the entire first floor and South-West side of the third floor of the flat along with 50% of the Car Parking Space of the Ground floor sanction by the K.M.C to be allotted to the Owners herein more fully and particularly described in schedule and on the date of execution of the said Development Agreement the owners herein received a sum of **Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only** out of **Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only** from the Developer herein for the said premises as non-refundable money and the balance sum of **Rs. 10,00,000/- (Rupees Ten Lakhs) only** to be given to the owners as non-refundable money at the time of getting the sanction building plan from the Kolkata Municipal Corporation for Block-II.

Prigotish Samykal
Anumima Dutta
Swarnajana Chattopadhyay.

SCHEDULE- "C"
(DEVELOPER'S ALLOCATION/AREA)

Developer herein shall the rest of the flats and car parking spaces i.e. on the entire second floor and South-East side of the third floor of the flat and 50% of the Car Parking Space of the Ground floor sanction by the K.M.C to be allotted to the Developer herein more fully and particularly described in schedule.

IN WITNESS WHEREOF the parties hereto put their respective hand and seal to these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of:

At Kolkata:

WITNESSES:

1. Subodh Biswas Adv.
Alipur Judge's Court
No-27

2. Gbha Sanyal
21, Purbachal Link Road
No-78

Prityosh Sanyal
Arumima Dutta
Kuranjana Chattopadhyay.

SIGNATURE OF THE OWNERS.

Subodh Biswas

SIGNATURE OF THE DEVELOPER.

Drafted by me.

Subodh Biswas Adv.
SUBODH BISWAS.

ADVOCATE

WB-3408/1999.

ALIPUR JUDGE'S COURT,

KOLKATA-700 027.

MEMO OF CONSIDERATION:

RECEIVED of and from the within named Developer the within in mentioned the sum of Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand) only as and by way of Non Refundable money of this Supplementary Agreement, in the manner as per memo below:-

Cheque/Draft No.	Dated.	Bank & Branch	Rupees.
102740	24.09.2019	Axis Bank Ltd., Kasba Br	Rs. 2,50,000/-

Total Rs. 2,50,000/-

Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand) only

Witness.

1. Subodh Kishan
 Ali Prasad
 UOI-25
2. Goha Sanyal
 21, Purbachal Link Road
 UOI-78

Priyatesh Sanyal
 Anumita Dutta
 Swarnjana Chattopadhyay

SIGNATURE OF THE OWNERS

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 433067 to 433087

being No 160212615 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.09.12 14:40:09 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 12/09/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS

West Bengal.