



अभिषेक पश्चिम बंगाल WEST BENGAL

21AC 963838

THIS SUPPLEMENTARY AGREEMENT made this 28th day of March Two Thousand and Twenty Six **BETWEEN DHURJATI PRASAD CHATTOPADHYAY**, son of Late Manmohan Chattopadhyay, by occupation Retired Person, by Nationality Indian and residing at No.A/81, New Raipur Road, Post office-Garia, Police Station- Patuli, Kolkata 700084, hereinafter referred to as "the **LAND OWNER**" (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include his heirs legal representatives executors and administrators) of the **ONE PART**

M/S. A. S CONSTRUCTION

Aparna Sen

Partner

Dhurjati Prasad

M/S. A. S CONSTRUCTION

Shyamali Majumdar

Partner

S. PRANOVSHILPINA
High Court, Calcutta
Advocate

- 7 JAN 2026
- 7 JAN 2026

AND

A.S.CONSTRUCTION (PAN-AANFA8136C), a Partnership firm, having its registered Office at No.A/65, New Raipur, Post office-Garia, Police Station-Patuli, Kolkata-700084 and being represented by its Partners namely, (1) (Smt.) Aparna Sen (PAN-ATVPS5979E, Aadhaar No.695778493700) wife of Sri Pradip Sen, residing at No.A/65, New Raipur, Post office-Garia, Police Station-Patuli, Kolkata 700084 and (2) (Smt.) Shyamali Majumder (PAN-AKZPM7038D, Aadhaar No.403681570258) wife of Sri Samir Majumder, residing at No.A/66, New Raipur, Post office-Garia, Police Station- Patuli, Kolkata 700084, both by occupation-Business, both by Nationality-Indian, hereinafter referred to as the **"PROMOTER / DEVELOPER"** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and also include its partners for the time being and their respective heirs legal representatives executors administrators and/or assigns) of the **OTHER PART:**

WHEREAS

- A. By a Development agreement dated 12th November 2021 (hereinafter for the sake of brevity referred to as "the **said Principal Agreement**") entered into by and between the said Land-Owner therein referred to as the Owner/Land Owner of the One Part and the Promoter/Developer herein therein referred to as the Developer of the Other Part and registered in the office of and registered in the office of District Sub Registrar-III, South 24 Parganas, in Book I Volume 1603-2021 Pages 395907 to 395943 Being No.160311613 for the year 2021, the Land Owner being desirous of developing and exploiting commercially **ALL THAT** the piece or parcel of land containing an area of 3 (three) Cottahs 2 (Two) Chittacks more or less Together with structure standing thereon, situate lying at Dag No.713 recorded in Khatian No.105, in Mouza-Bademasar, J.L.No.31, Pargana-Khaspur, Touzi Nos.246, 1516, 1517 and 1518, R.S No.17, under Police Station-Patuli (formerly Jadavpur) under Registration Office Sub-Registrar, Alipore in the District of South 24-Parganas and comprised in Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Kolkata 700084, (hereinafter referred to as "the **SAID PREMISES**") by constructing a New Building on

M/S. A. S CONSTRUCTION

Aparna Sen

Partner

M/S. A. S CONSTRUCTION

Shyamali Majumder

Partner

S. S. Sen

the said premises, had entered into the said agreement with the Promoter/Developer to develop the same for mutual benefit, accordingly the Promoter/Developer had agreed to so develop and exploit commercially the said Premises on the terms and conditions therein contained.

- B. Pursuant to the said Principal Agreement, the Land Owner had permitted and grant exclusive right to the Promoter/Developer (a) to build upon and exploit commercially the said premises described in the First Schedule thereunder written by constructing a New Building thereon after demolishing the existing buildings and structures thereon and (b) to sell or otherwise transfer or dispose of the Developer's Allocation to the person or persons desirous of owning or otherwise acquiring the same, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- C. Subsequently, the Kolkata Municipal Corporation had approved the sanction for construction of new building at the said Premises vide Building Plan No.2021120465 dated 26th March 2022.
- D. In terms of Clause 4 of the Principal Agreement, the Owner had delivered complete vacant peaceful possession of the entirety of the said Premises to the Developer on 10th June 2025 after 1089 days of Promoter/Developer getting the sanction of Building Plan for construction of new building at the said Premises, which in turn had delayed the project and parties have now mutually agreed to extend the time of construct complete and make habitable the project in all respects and deliver possession of the Owner's Allocation within 24 (Twenty Four) months from the date hereof, with a grace period of 6 (six) months.
- E. The parties are now desirous of recording all such terms and conditions into writing as contained hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. This Agreement is Supplemental to and/or in modification and supercession of the said Principal Agreement entered into between the

M/S. A. S CONSTRUCTION

. Aparna Sen

Partner

M/S. A. S CONSTRUCTION

Shyamali Majumdar

Partner

[Signature]

parties hereto for developing and exploiting commercially the Municipal Premises No. Premises No.191, New Raipur (postal address being No.A/81, New Raipur Road), Kolkata 700084 (hereinafter referred to as the "**said Premises**") by constructing a New Building thereon after demolishing the existing buildings and structures whatsoever on the said premises.

2. The Land Owner has agreed to further extend the time by 24 (Twenty Four) months from the date hereof, with a grace period of 6 (six) months in addition to the initial 24 (Twenty Four) months from the date hereof, with a grace period of 6 (six) months from the date of the Owner delivering complete vacant peaceful possession of the entirety of the said Premises to the Developer i.e. 10th June 2025, so that the Promoter/Developer shall construct complete and make habitable the Owner's Allocation as aforesaid.
3. Save to the extent modified and/or altered and/or clarified and/or supplemented and/or superseded and/or novated by these presents, the other terms of the said Principal Agreement shall continue to remain in full force and effect and shall apply mutatis-mutandis and in case any of the provisions terms conditions and covenants herein contained be in any way contrary to anything contained in the said Principal Agreement, then the provisions terms conditions and covenants herein shall supercede and prevail over those contained in the said Principal Agreement.

M/S. A. S CONSTRUCTION

Aparna Sen

Partner

M/S. A. S CONSTRUCTION

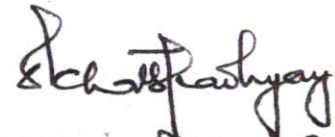
Shyamali Majumdar

Partner

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

SIGNED SEALED AND DELIVERED by
the abovenamed **LAND OWNER** at
Kolkata in the presence of:

1. Prasen Kumar Sen.
B/45, New Raipura,
Kolkata - 700084.


CHURJATI PRASAD CHATTOPADHYAY

M/S. A. S CONSTRUCTION

Aparna Sen

Partner

SIGNED SEALED AND DELIVERED by
the abovenamed
PROMOTER/DEVELOPER at **Kolkata**
in the presence of:

M/S. A. S CONSTRUCTION

Shyamali Majumdar

Partner