

18 NOV 2024

Sl. No. 28/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

BEFORE THE NOTARY PUBLIC
GOVERNMENT OF INDIA



SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made on this the 28th day of October, 2024 (Two Thousand and Twenty Four), with reference and in continuation to the DEVELOPMENT AGREEMENT dated 6th Day of October, 2023 (Two Thousand and Twenty Three);

BETWEEN



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(1) **SRI MRINAL KANTI DAS** (PAN ADRPD7785K) (AADHAR 4308 8415 4403) son of Late Manindra Chandra Das, by nationality: Indian, by religion: Hindu, by occupation: Retired, residing at 150, Ramkrishnanagar, P.O. Laskarpur, P.S:- formerly Sonarpur now Narendrapur,, Kolkata - 700153, District – South 24 Parganas, (2) **SRI MANASH DAS**, (PAN ADLPD1443L) (AADHAR 5015 5927 5803) son of Late Manindra Chandra Das, by nationality: Indian, by religion: Hindu, by occupation: Service, residing at 150, Ramkrishnanagar, P.O. Laskarpur, P.S:- formerly Sonarpur now Narendrapur,, Kolkata - 700153, District – South 24 Parganas,, (3) **SMT. RITA DAS** (PAN BZVPD1493B) (AADHAAR No. 6752 8417 2507) wife of Sri Mihir Baran Das, by nationality: Indian, by religion: Hindu, by occupation: Housewife, residing at 150, Ramkrishnanagar, P.O. Laskarpur, P.S:- formerly Sonarpur now Narendrapur,, Kolkata - 700153, District – South 24 Parganas, (4) **SMT. PURABI BAGCHI** (PAN AILPB9696E) (AADHAAR No. 9080 9936 2137) wife of Late Gautam Bagchi, by nationality: Indian, by religion: Hindu, by occupation: Housewife, residing at 150, Ramkrishnanagar, P.O. Laskarpur, P.S:- formerly Sonarpur now Narendrapur,, Kolkata - 700153, District – South 24 Parganas, hereinafter collectively called and referred to as the “OWNERS” which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, nominees, assigns, executors, and administrators) of the **FIRST PART**.

AND

M/S ANWESHA CONSTRUCTION, a proprietorship firm having its registered office at 83, Ramakrishna Nagar, P.O Garia, P.S. Basdroni, Kolkata – 700084, District – South 24 Parganas, represented by its proprietor **SRI SANTANU KUNDU** (PAN AIBPK2294F) (AADHAAR No. 6873 8404 5218), son of Late Chandi Charan Kundu, By Nationality – Indian, By Religion: Hindu, By Occupation: Business, residing at 83, Ramakrishna Nagar, P.O Garia, P.S. Basdroni, Kolkata – 700084, District – South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, assigns, nominees, executors, administrators and change in office) of the **SECOND PART**.

WHEREAS The Owner of the First Part and the Developer of the Second Part herein entered into a Development Agreement dated 6th day of October, 2023 (hereinafter referred to as the ‘said Development Agreement’) for constructing a G plus Three Storied building on a piece and parcel of land as mentioned in the schedule hereunder.



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AND WHEREAS after entering into the said Development Agreement, the Owners of the First Part obtained a Building Sanction Plan dated 22.10.2024 bearing Building Permit No. SWS-OBPAS/2207/2024/2158, which is hereinafter referred to as 'the said Building Sanction Plan') from the competent Authority i.e. Rajpur-Sonarpur Municipality.

AND WHEREAS since the said Development Agreement was executed prior to sanction of the new building plan, the specific allocation of the Owner and the Developer is not incorporated on the said Development Agreement and now both the parties herein with their own capacity, jurisdiction and limitation mutually decided to amend the said Development Agreement executed by and between them and further to the said Development Agreement, by entering this 'Supplementary Agreement after Development Agreement' both the parties herein now agreed to specify their part of allocation on the new building more precisely as per the aforesaid Sanctioned Plan, which is described as under.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) Owners' Allocation means:

The Owners shall have exclusive right title interest and entitlement of the following Flats/units as per sanction plan of the newly constructed G+3 storied building erected on the below schedule land:

Name or the Owner	Allotted Unit
Mrinal Kanti Das	Flat No. 'A-3' and Flat No. 'C-3' on the Third Floor, One Car Parking space marked as 'Car Parking (4)' on the Ground Floor.
Manash Das	Flat No. 'A-2' on the Second Floor, One Car Parking space marked as 'Car Parking (5)' on the Ground Floor.
Rita Das	Flat No. 'C-2' and Flat No. 'D-2' on the Second Floor, One Car Parking space marked as 'Car Parking (1)' on the Ground Floor.
Purabi Bagchi	Flat No. 'B-3' on the Third Floor.
Mrinal Kanti Das, Manash Das and Rita Das shall also be joint owners of one office room marked as 'Office-1' on the Ground Floor.	



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2) Developer's Allocation means:

The Developer shall have exclusive right title interest and entitlement of the following Flats/units as per sanction plan of the newly constructed G+3 storied building erected on the below schedule land:

- 2.1. Flat No. 'A-1' on the First Floor, Flat No. 'B-1' on the First Floor, Flat No. 'C-1' on the First Floor and Flat No. D-1 on the First Floor,
- 2.2. Flat No. 'B-2' on the Second Floor,
- 2.3. Flat No. 'D-3' on the Third Floor,
- 2.4. 3 (Three) number of Car Parking spaces marked as 'Car Parking (2)', 'Car Parking (3)', 'Car Parking (6)' on the Ground Floor and 1 (one) office space marked as 'Office-2' on the Ground Floor.

The remaining terms and conditions shall be the same as described in the said Development Agreement.

SCHEDULE REFERRED TO ABOVE

(The Said Property)

ALL THAT piece and parcel of Bastu land measuring about 07 Cottah 05 Chitak 10 sq.ft. be the same or little more or less, lying and situated at Pargana: Magura, Mouza: Laskarpur, J.L. No. 57, Re. Sa. No. 174, Touzi No. 14, R.S. Khatian No. 576, R.S. Dag No. 91, R.S. Khatian No. 574, R.S. Dag No. 212, R.S. Khatian No. 579, R.S. Dag No. 92, L.R. Dag No. 612, 611, L.R. Khatian Nos. 3367, 3369, 3424 and 3397 under P.S. Sonarpur, District: South 24 Parganas, within the limits of Rajpur-Sonarpur Municipality, Ward No. 30, Holding No. 150. The entire property is butted and bounded as follows:

ON THE NORTH	:	Land of Rabindra Nath gupta and field;
ON THE SOUTH	:	Jayanta Bhavan;
ON THE EAST	:	12 Feet wide Road;
ON THE WEST	:	Others' land;



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IN WITNESS WHEREOF the parties above named have hereunto set and subscribed their seal and sign on the day month and year first above written.

SIGNED SEALED AND DELIVERED BY
THE OWNERS ABOVENAMED



1. Mrinal Kanti Das
2. Navah A
3. Rista Das
4. Purabi Bagchi
Signature of the Owners

SIGNED SEALED AND DELIVERED BY
THE DEVELOPER ABOVENAMED

ANWESHA CONSTRUCTION
Santanu Kundu
Proprietor

Signature of the Developer



- Witnesses
1. Mani Rangso Senik
 2. Shyam Sarker

IDENTIFIED BY ME
B. C. Lohia
Advocate / Clerk / Any Person
No.

Drafted by me as per instructions provided by the parties above

Sudip Kumar Bhaumik

(Sudip Kumar Bhaumik)
Advocate,

City Seasons & Metropolitan Magistrates' Court, Calcutta
Mobile No. 7003968892

82 no. 28/24
Signature of the Executant/s
is/are attested with the identification
of B. C. Lohia
Advocate/Clerk/Any Person

Monoj Paul
Notary Public

MR. MONOJ PAUL
NOTARY, GOVT. OF INDIA
REGD. NO.- 13785/2018
ALIPORE COURT, W.B.

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