

REGD. NO.

M/19/15/8123

NOTARIAL CERTIFICATE



To ALL MEN THESE PRESENT SHALL COME I RANI MONJURI ROY, Advocate & Notary Practising as a NOTARY in the Alipore Judges Court within the District of SOUTH 24 PARGANAS of the State of West Bengal within Union of India, do hereby declare that the paper writing collectively marked 'A' annexed hereto hereinafter called the Paper Writing 'A' are presented before by the executant (S)

* Partha Pratim Gangopadhyay, M-7
Bran Singh, Gan's Sister, Recd. of Gan's
A. Narayan, M-7-10000

hereinafter referred to as the executant (S)

on this the 25th day of Aug

Two Thousand Twenty Three

Power of Attorney / Partnership / Will /

Agreement / Declaration / Others

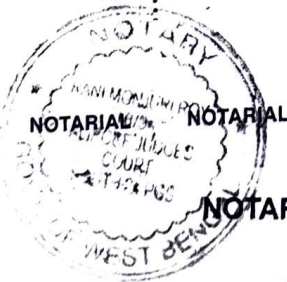
The 'executant' (S) having admitted the execution of the Paper Writing 'A' in respective hand (S) in the presence of the witness (es) who as such subscribe (S) Signature (S) thereon and being satisfied as to the identity of the executant (S) and the said execution of the Paper writing 'A' and testify that the said execution is in the respective hands (S) of the executant (S)

AN ACT WHEREOF being required of a Notary I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require

IN FAITH AND TESTIMONY WHEREOF

I RANI MONJURI ROY the said Notary have hereunto set and subscribed my hand affixed my Notarial Seal of

Office at Alipore Judges Court Compound, Kolkata - 27 25th day of Aug 2023



NOTARIAL STAMP

Rani Monjuri Roy

MA Double, B. Ed. (Cal), LLB (Cal), Hindi Kovid.

Notary

Govt. of West Bengal

Regd. No. 10/94

Alipore Judges Court

Room No. 12 & 17

District South 24 Parganas

Regd. No.....

2/27/2023

भारतीय गैर न्यायिक

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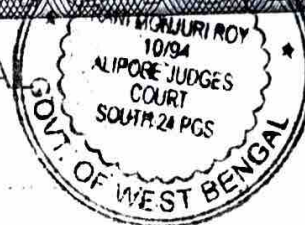


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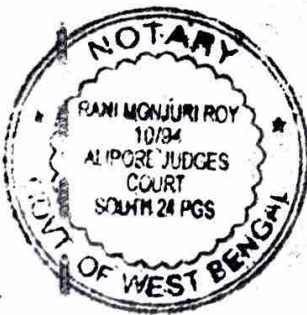
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



88AB 447813

Before the Notary of
Alipore Judges Court
Calcutta-27



Barin Barin Gangop

ASHIYAANA CONSTRUCTION

Partner

Barin Thomas

Partner

ASHIYAANA CONSTRUCTION

Partner

Partner

Kazhick Ghosh

ASHIYAANA CONSTRUCTION

Partner

Partner

Prabin Roy

SPECIFIED SUPPLEMENTARY AGREEMENT

THIS AGREEMENT made on this 25th day of August 2023 (Two Thousand Twenty Three)

BETWEEN

25 AUG 2023

16 AUG 2023

Sl. No. 1181 Rs 10/- Date
Name: Sanjay Pandit (Aet)
Address: J. P. Nigose Judges Court, 10
Vendor Sig: Shikhar Ch. Baidar

U. D. P. Nigose
J. P. Nigose
Kolkata-700002

10/08/23

10/08/23

10/08/23

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10/08/23



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Partin Barin Gangopadhyay

ASHIYAANA CONSTRUCTION

Partner

Partner

ASHIYAANA CONSTRUCTION

Partner

Koathick Ghosh

ASHIYAANA CONSTRUCTION

Partner

Prabin Roy

PARTHA PRATIM GANGOPADHYAY (PAN NO. - ACYPG0993N)
(Aadhaar No. : 4339 6875 3372), Son of Late Jatindra Nath Ganguly, by
faith - Hindu, by occupation - Retired person, of M7, Prantika, Garia
Station Road, P.O. - Garia, P.S. - Narendrapur, Kolkata - 700084,
District - South 24 Parganas, hereinafter referred to and called as the
LAND OWNER (which terms and expressions unless excluded by or
repugnant to this context shall mean and include his heirs, assignee, legal
representative, successors, executors, administrators) of the **FIRST**
PART;

AND

ASHIYAANA CONSTRUCTION, (PAN : ABIFA2501K), a
Partnership Firm having its registered office at 22/4/1A, Pranabananda
Road, P.O. - Garia, P.S. - Patuli, Kolkata - 700084, District - South 24
Parganas, represented by all its partners 1) **Mr. BIJAN THOMAS** (PAN
- AIRPT3609B) (Aadhaar No. - 727896673406), son of Mr. K. J.
Thomas, by faith - Christian, by occupation - Business, residing at
22/4/1A, Pranabananda Road, P.O. - Garia, P.S. - Patuli, Kolkata -
700084, District - South 24 Parganas. 2) **SRI KARTICK GHOSH**,
(PAN - AJQPG4259E) (Aadhaar No. - 354168801800), Son of Late
Niranjan Ghosh, by faith - Hindu, by occupation - Business, residing at
Fartabad, Ganguly Para, P.S. - Narendrapur (previously Sonarpur), P.O.
Garia, Kolkata- 700084, District - South 24 Parganas, 3) **SRI PRABIR**
ROY, (PAN - AEGPR3196G) (Aadhaar No. - 718864029821), Son of
Late Narendra Nath Roy, by faith - Hindu, by occupation - Business,

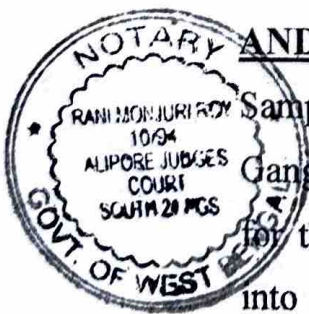


25 AUG 2023

Partha Pratim Gangopadhyay
ASHIYAANA CONSTRUCTION
Bijoy Thomas
Partner
Part
ASHIYAANA CONSTRUCTION
Kazhick Gokesh
Partner
Part
ASHIYAANA CONSTRUCTION
Prabin Rao
Partner
Part

residing at Ankur Apartment, Flat No. 3/A, Ground Floor, Garia Station Road, Kalitala Kayalpara, P.S. – Narendrapur (previously Sonarpur), P.O. – Garia, Kolkata- 700084, District – South 24 Parganas, hereinafter referred to and called as the **DEVELOPER** (which terms and expressions unless excluded by or repugnant to this context shall mean and include their heirs, assignee, legal representative, successors, executors, administrators) of the **SECOND PART**;

WHEREAS, the First Part herein along with his sisters Smt. Sampa Ain wife of Dr. Pijush Kanti Ain, and Smt. Jhumur Gangopadhyay alias Smt. Jhumur Bandyopadhyay had been the joint owners having equal 1/3rd share each over ALL THAT piece and parcel of Bastu Land 04 Katha 04 Chittak 00 SQ.FT. or 284.28 SQM (as per Deed) or 03 Katha 14 Chittak 5.1 SQ.FT. or 259.674 SQM (as per Physical Measurement) within District – South 24 Parganas, P.S. – Narendrapur (erstwhile Sonarpur), R.S. No. 7, Touzi No. 109, Mouza – Barhans Fartabad, J.L. No. 47, R.S. Dag No. 610 under R.S. Khatian No. 1745, presently Rajpur-Sonarpur Municipality Holding No. 87, West Mahamayapur, Ward No. 28, Kolkata – 700084;



AND WHEREAS, the said Sri Partha Pratim Gangopadhyay, Smt. Sampa Ain and Smt. Jhumur Bandyopadhyay @ Smt. Jhumur Gangopadhyay while owning and possessing their said property jointly for the purpose of constructing a multistoried building thereon entered into a Development Agreement with Ashiyaana Construction represented by its partners, upon certain terms and conditions mentioned in the said

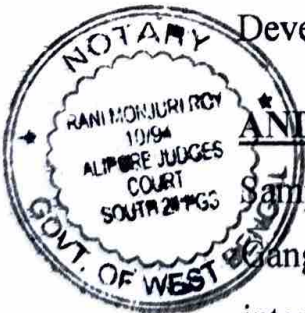
25 AUG 2023

Partha Pratim Gangopadhyay
ASHIYAANA CONSTRUCTION
Bijay Thakur
Partner
ASHIYAANA CONSTRUCTION
Kazick Ghosh
Partner
ASHIYAANA CONSTRUCTION
Prabin Roy
Partner

Development Agreement dated 06-11-2020 which was registered in the office of the ADSR Garia and recorded in Book No. 1, Volume No. 1629-2020, Pages from 133864 to 133904 Being Deed No. 162903651 for the year 2020, and they also executed a Development Power of Attorney dated 06-11-2020 which was registered in the office of the ADSR Garia and recorded in Book No. 1, Volume No. 1629-2020, Pages from 134758 to 134787 Being Deed No. 162903671 for the year 2020;

AND WHEREAS for the purpose of erecting the proposed building, the said land was measured and as per physical measurement the Total land under possession of said Sri Partha Pratim Gangopadhyay, Smt. Sampa Ain and Smt. Jhumur Bandyopadhyay @ Smt. Jhumur Gangopadhyay under Municipal Holding No. 87, West Mahamayapur, Kolkata – 700084 found land measuring 3 Katha 14 Chittak 5 sq. ft.

AND WHEREAS the said Developer obtained the Sanction Plan for construction of the building project from Rajpur-Sonarpur Municipality, Building Department bearing Sanction No. 207/CB/28/39 dated 03-03-2021 which was subsequently revised on 20-12-2022, but due to discussion regarding fixation of landowner's allocation, the said Developer could not commenced the construction of the building project.



AND WHEREAS now due to changed circumstances and as said Smt. Sampa Ain and Smt. Jhumur Bandyopadhyay @ Smt. Jhumur Gangopadhyay, have their own accommodation elsewhere they took no interest to get any allocation of Flat in the proposed building project, therefore they changed their mind and decided to sale their 2/3rd share in

25 AUG 2023

Barun Kumar Ghosh
ASHIYAANA CONSTRUCTIO
Rajin Thomas
Partner
Partner
ASHIYAANA CONSTRUCTIO
Kardick Ghosh
Partner
Partner
ASHIYAANA CONSTRUCTIO
Prabir
Partner
Partner

their said plot of land according by executing a Deed of Sale on 14-06-2023, sold their entire 2/3rd share to the Developer and the said Deed was registered before the DSR-III, Alipore and recorded in Book No. 1, Volume No. 1603-2023, Pages 240954 to 240977 being Deed No. 1603-08410 for the year 2023;

AND WHEREAS, thus the Developer became the owner of 2/3rd share of the entire holding and the First Part remained the Owner of 1/3rd share in the said holding.

AND WHEREAS, in terms of the Development Agreement the First Part herein is entitled to get 50% of the FAR as per his 1/3rd share in the said holding i.e. 1/6th share of the entire FAR as per sanction Plan and the Developer/Second Part is entitled to get remaining 5/6th share of the entire FAR as per sanction Plan.

AND WHEREAS, now in course of progress of the building project the parties decided to specific their respective allocations and enters into the present this Specified Supplementary Agreement and this Instant Agreement shall not be contradictory to the earlier Agreement and if any contradictions found, the terms of earlier Agreement shall prevail except the specific owner's allocation and Developers allocation as stated hereunder;

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under :



25 AUG 2023

Partha Rabin Gangopadhyay

ASHIYAANA CONSTRUCTION

Bijoy Thomas
Partner

ASHIYAANA CONSTRUCTION

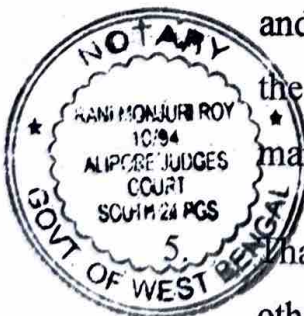
Koobick Ghosh
Partner

ASHIYAANA CONSTRUCTION

Prabir Roy
Partner

1. This agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this agreement.
2. The Developer shall construct the proposed multistoried building in the said landed property as per Sanction Plan to be sanctioned by the Rajpur-Sonarpur Municipality.
3. That minor deviation shall be regularized by the Developer at its own cost at the time of obtaining Completion Certificate by the Rajpur-Sonarpur Municipality;
4. That in terms of Development Agreement the First Part/Owner herein according to his 1/6th share in the Total FAR is entitled to get 766 sq. ft. of Flat area and 27 sq. ft. of Car Parking area but on amicable decision the Landowners agreed to be allocated with **One self sufficient 2BHK Flat being Flat No. 8-2, measuring 586 sq. ft. of built up area on the First Floor, South-Eastern side, of the proposed building as per Plan sanctioned by the Municipality;** and against the remaining area i.e. 180 sq. ft. built up area of flat and 27 sq. ft. of Car Parking, the Developer shall pay the First Part the consideration against the same as per the then prevailing market price.
5. That save and except the aforesaid landowner's allocated area, all other rest sellable area in the proposed building shall be the allocation of the Developer;

Partha Rabin Gangopadhyay



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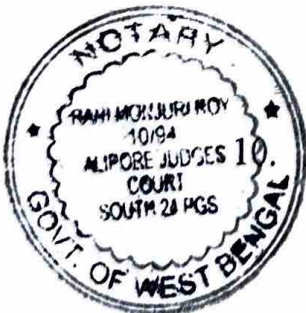
Parta Babu Gangopadhyay
ASHIYAANA CONSTRUCTION
Partner

Rajin Thomas
ASHIYAANA CONSTRUCTION
Partner

Kashick Ghosh
ASHIYAANA CONSTRUCTION
Partner

6. That upon construction of the building project, both parties shall have all transferable and inheritable right over their respectively allocated units as aforesaid;
7. That the Second Part shall complete the construction of the proposed building within 24 (Twenty Four) months from this date of execution of this Supplementary Agreement as per proposed sanction Plan and as per Specification mentioned in the earlier Development Agreement.
8. That after completion of the building project in complete habitable condition within stipulated period as aforesaid, the Second Part herein shall obtain Completion Certificate/Plan from the Municipality and hand over possession of the Owner's allocated Flat/unit mentioned hereinbefore within stipulated time as aforesaid by issuing possession letter.
9. That from the date of getting possession of the Owner's Allocation as aforesaid from the Developer, the Landowner shall have exclusive right, title interest in the said Allocated Flats exclusively with all transferable and inheritable right and the Developer shall in no manner interfere with the same.

That the Landowner undertake that the Landowner and/or his transferee/agent/assignee shall abide by all rules and regulation for maintenance of the building project amicably decided by the parties jointly or the owner's Association upon its formation.



25 AUG 2023

IN WITNESSES WHEREOF, the Parties herein duly subscribe their respective hands, seals and signatures on the day month and year first above written.

Signed, Sealed and Delivered

In presence of :

WITNESSES :

1. Koeli Ganguly
215, Narayalabad
New Garia, Kolkata - 74

2. Lijan Thomas
C/O K.J. Thomas
22/4A, Sonabharada Road
Garia - Kol - 84

Partha Ranjan Gangopadhyay

(Signatures of the FIRST PART)

ASHIYAANA CONSTRUCTION

Bijoy Thomas Icozick Ghosh

Partner

Partner

ASHIYAANA CONSTRUCTION

Prabin Roy

Partner

Partner

(Signatures of the SECOND PART)

Signature (s) Executant (s)
attested on identification
at Alipore Judges Court,
Cal-700027, under Notaris
Act. 1952

R.M. 25.8.23

RANI MONJURI ROY
Notary, Govt. of West Bengal
Regd. No. -10/94

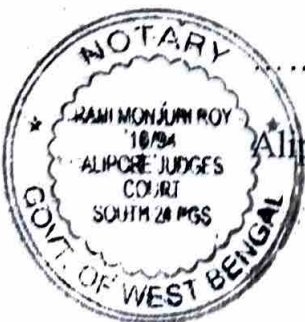
Drafted and Prepared By :

IDENTIFIED BY ME

Sanjay Pandit

Advocate *Act. 2010*

Alipore Judges Court. Kol- 27



RANI MONJURI ROY
NOTARY
Room No -17 (POND SIDE)
Alipore Judges Court,
Kolkata-700 027
Regd. No.-10/94

25 AUG 2023



20 AUG 2023

25 AUG 2023

THE _____ DAY OF _____ 20



PAPER WRITING 'A'
&
**THE RELATIVE NOTARIAL
CERTIFICATE**

Rani Monjuri Roy Advocate



&
NOTARY PUBLIC
GOVT. OF WEST BENGAL
REGD. NO. - 10/94

ADDRESS

OFFICE :

New Room No. 12 (Pukurdhar)
Allpore Judge Court
Kolkata -700 027

Residence :

RATNODEEP

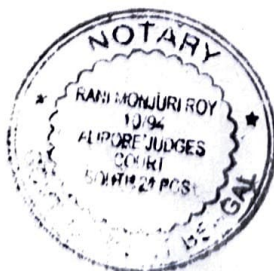
6/3, Sashi Bhusan Mukherjee Rd.
Kolkata - 700 034
Phone : 2396 4902
Mobile : 877725 3789

CHAMBER:

New Room No. 17

(Pukurdhar)

Allpore Judges Court
Kolkata - 700 027



BARUN HALDER

Advocate's Clerk

25 AUG 2023