

SL. NO. 15/2022

Notarial Certificate

To all to whom these presents shall come, Pradip Kumar Datta duly appointed by the Central Government as a Notary and practising throughout the city of Calcutta (West Bengal), Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper Writings, 'A' are presented before me by the executant's.

Nature of Document Supplementary Agreement.....

Executed by Dr. Abhijit Sarmahikary of 68B,

..... Rana Road East, P.S. Tollygunge, Kolkata - 700030.

and others as per the same.

hereinafter referred as the executant/s on this

the..... day of 7 FEB 2022 in the year 7 FEB 2022

The "Executant/s" having admitted the execution of the Paper Writings "A" and being satisfied as to the identity of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHERE OF I, the said Notary, have hereunto subscribed my name and affixed my seal of office this day of 7 FEB 2022 in the year.....



P. K. Datta

Notary

Govt. of India

Regn. No. 1101/98

Chief Metropolitan Magistrate's Court
2 & 3, Bankshall Street, Calcutta - 700 001

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Rs. 10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

65AB 334803



SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT made on this 5th
day of February, Two Thousand Twenty Two (2022);

BETWEEN

P. K. Datta
Notary
Regn. No.: 1101/98
C.M.M.'s Court
2 & 3, Banksalt Street
Calcutta - 700 001

11 FEB 2022

10386

27/1/22

No.....

Name.....

Address.....

Value.....

Vendor.....

H. Sarita

Advocate

Baruipur Civil & Criminal

SARAFUDDIN GAZI

Baruipur Civil & Criminal Court



DR. ABHIJIT SARBADHIKARY, son of ~~Late~~ *Sudhesh Chandra* Sarbadhikary, by faith - Hindu, by occupation - Doctor, previously residing at 68B, Rasa Road East, Police Station - Tollygunge, Kolkata - 700030, District - 24 Parganas (South), West Bengal presently residing at 43, Rash Behari Avenue, Flat No. 5B, 5th Floor, Police Station - Tollygunge, Kolkata - 700026, District - South 24 Parganas, hereinafter called and referred to as the "**LAND OWNER**" (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, legal representatives and assigns) of the **ONE PART.**

A N D

M/s. SHAKAMBHARI CONSTRUCTION, a Partnership Firm, having its registered office at 461, Kalikapur, By-pass, East Kolkata Township, Police Station - Purba Jadavpur, P.O. - Madurdaha, Kolkata - 700099, District South 24 Parganas, being represented by its partners (1) **SMT. BIJALI BHAUMIK**, wife of Sri Sajal Bhaumik, by religion - Hindu, by occupation - Business, Nationality - Indian, residing at 376, Madurdah, Hossenpur, East Kolkata Township, Police Station - Anandapur, P.O. - Madurdaha, Kolkata - 700107, District South 24 Parganas, (2) **SRI PARTHA BHAUMIK**, son of Sri Nripen Bhaumik, by faith - Hindu, by occupation - Business, residing at 5D, Nilanjana Apartment, 43, Diamond Harbour Road, Police Station - Behala, P.O. - Behala, Kolkata - 700034, District - 24 Parganas (South) and (3) **SRI SANKAR PRASAD BHAUMIK**, son of Late Nishi Kanta Bhowmick, by faith - Hindu, by occupation - Business, residing at 376, Madurdah, Hossenpur, East Kolkata Township, Police Station - Anandapur, P.O. - Madurdaha, Kolkata -

P. K. Data
Notary



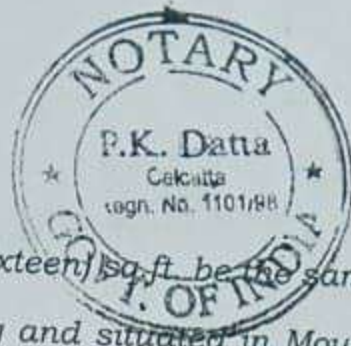
700107, District - 24 Parganas (South), hereinafter called and referred to as the "**DEVELOPERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors-in-office, successors - in - interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by virtue of a Deed of Conveyance dated 26.05.1992, executed by Sri Manash Kanti Das, therein referred to as the "Vendor" of the One Part and Dr. Abhijit Sarbadhikary, referred to as the "Purchaser" of the Other Part wherein the said Vendor sold, conveyed, transferred, assigned and assured **ALL THAT** piece and parcel of land measuring an area of 7 (seven) cottahs 0 (zero) chittacks 16 (sixteen) sq.ft. be the same a little more or less in Plot No.P-7 & 8), lying and situated in Mouza - Kalikapur, J.L. No.20, Touzi No.12, Pargana-Khaspur, comprised in R.S. Dag No.356/406, under R.S. Khatian No.356, C.S. Khatian No.153/1, 278, 361, 18, 259, 356, 276, 362, 256 and 253, Police Station - formerly Kasba now Purba Jadaupur, within the limits of the Kolkata Municipal Corporation, being Premises No.606, Kalikapur, Kolkata - 700099, under K.M.C. Ward No.109, Assessee No.31-109-06-0606-6, morefully described in the Schedule 'A' hereunder written and the said deed was duly registered in the office of District Sub-Registrar At Alipore, 24 Parganas (South) and recorded in Book No.I, Volume No.170, pages from 163 to 173, Being No.9415 for the year 1992.

AND WHEREAS by virtue of the said registered Sale Deed said Dr. Abhijit Sarbadhikary, the Owner herein, became the sole and absolute owner of the said land measuring an area

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Calcutta - 700 001

17 FEB 2022

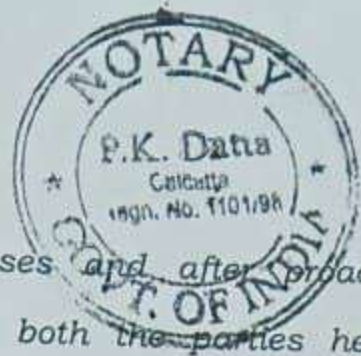


of 7 (seven) cottahs 0 (zero) chittacks 16 (sixteen) sq.ft. be the same a little more or less in Plot No.P-7 & 8), lying and situated in Mouza - Kalikapur, J.L. No.20, Touzi No.12, Pargana-Khaspur, comprised in R.S. Dag No.356/406, under R.S. Khatian No.356, C.S. Khatian No.153/1, 278, 361, 18, 259, 356, 276, 362, 256 and 253, Police Station - formerly Kasba now Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, being Premises No.606, Kalikapur, Kolkata - 700099, under K.M.C. Ward No.109, Assessee No.31-109-06-0606-6, by mutated his name in the records of the Kolkata Municipal Corporation and absolutely seized and possessed by paying taxes thereto.

AND WHEREAS the said Dr. Abhijit Sarbadhikary, the Owner herein, decided to develop his said land measuring an area of 7 (seven) cottahs 0 (zero) chittacks 16 (sixteen) sq.ft. be the same a little more or less in Plot No.P-7 & 8), lying and situated in Mouza - Kalikapur, J.L. No.20, Touzi No.12, Pargana-Khaspur, comprised in R.S. Dag No.356/406, under R.S. Khatian No.356, C.S. Khatian No.153/1, 278, 361, 18, 259, 356, 276, 362, 256 and 253, Police Station - formerly Kasba now Purba Jadavpur, within the limits of the Kolkata Municipal Corporation, being Premises No.606, Kalikapur, Kolkata - 700099, under K.M.C. Ward No.109, Assessee No.31-109-06-0606-6, morefully described in the Schedule hereunder written, by constructing multi-storied building thereon consisting of several independent flats as per building plan sanctioned from the Kolkata Municipal Corporation and due to lack of finance and experience the owner unable to construct the said building and looking investor/reliable developer who will construct the said

P. K. Datta
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Regn. No.:1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700 001

17 FEB 2022



building at its own costs and expenses and after proactive discussions with the Developer herein, both the parties herein entered into an Agreement on 17th December, 2010 on the terms and conditions stated thereunder written.

AND WHEREAS in terms of the said Agreement Developer arranged to start construction of the said multi storied building of the said Premises being No.606, Kalikapur, Police Station- Purba Jadaupur, Kolkata - 700099, within the Jurisdiction of Kolkata Municipal Corporation Ward No. 109, District 24 Parganas (South).

AND WHEREAS during this period one of the partner of the said partnership firm Smt. Kiron Bala Bhowmik died intestate on 31.12.2013 leaving behind his son Sri Sankar Prasad Bhaumik as his heirs and legal representatives and as such said Sri Sankar Prasad Bhaumik requested the existing partner to appoint him as partner of the firm instead of his mother Smt. Kiran Bala Bhaumik and the remaining partner agreed to appointed the said Sri Sankar Prasad Bhaumik as partner of the firm and the said party of the First Part, party of the Second Part, party of the Third Part herein along with Smt. Vijoya Mahajan, wife of Late Sukhendu Bikash Mahajan, have entered into a Deed of Partnership for Nomination of New Partner dated 20.11.2014 on the terms and condition stated therein.

AND WHEREAS thereafter another partner namely Smt. Vijoya Mahajan, wife of Late Sukhendu Bikash Mahajan, died intestate on 04.05.2021 without any issue and her husband predeceased since long and they have no legal heirs or nearest relatives and as such to complete the said project of the said premises No.606, Kalikapur,

P. K. Datta
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2 & 3, Bankshall Street
Calcutta - 700 001

17 FEB 2022



Police Station- Purba Jadavpur, Kolkata - 700099, the partners herein decided as per board meetings held on 24.01.2022 to amend the existing partnership and executed another Deed of Amendment-cum-Reconstitution of Partnership on 3rd February, 2022 on the terms and condition stated therein.

AND WHEREAS due to death of two aforesaid partners namely Smt. Kiran Bala Bhaumik and Smt. Vijoya Mahajan and at present change of present partners and to avoid future disputes between the parties hereto, both the parties hereto have agreed to enter into this Supplementary Agreement on the following terms and conditions:-

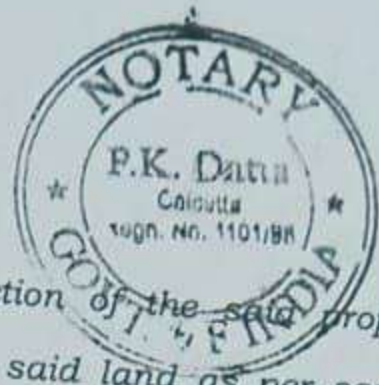
NOW THIS SUPPLEMENTARY AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. That in terms of the said agreement and as well as this supplementary agreement the Developer will construct the proposed building at the said premises being Premises No.606, Kalikapur, Police Station-formerly Kasba now Purba Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, under K.M.C. Ward No.109, District 24 Parganas (South) at its own costs and expenses.
2. That after execution of this Supplementary Agreement all the partners herein shall have every right and authority to sign all the papers and documents, agreements and to execute the deed of conveyance and any other relevant papers and documents on behalf of the Partnership Firm.

P. K. Datta
Notary

Regn. No.:1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
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17 FEB 2022



3. That after completion of construction of the said proposed building to be constructed on the said land as per sanction building plan vide K.M.C. sanction No.2021120012 dated 06.04.2021, Borough - XII of the said premises the Developer shall handover the peaceful vacant possession of 4 (four) nos flats out of which (i) one flat in the **North-West side** of the **First Floor**, (ii) entire **Third floor** consisting of two flats, (iii) one flat in the **North-West side** of the **Fourth Floor** and 4 (four) nos car parking space as per enclosed sketch, situated in the **North-West side** of the Ground floor beside staircase of the said building together with undivided proportionate share of land and user right of all common areas and facilities of the said building at the said premises No.606, Kalikapur, Police Station-formerly Kasba now Purba Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, under K.M.C. Ward No.109, District 24 Parganas (South), to the Owner **as Land Owner's allocation** in lieu of his said land of the said Premises, morefully described in the **Schedule 'B'** hereunder written.
4. That the Developer will get remaining sanction area of the proposed multi storied building as per sanction building plan vide K.M.C. sanction No.2021120012 dated 06.04.2021, Borough - XII out of which 4 (four) nos flats i.e. (i) one flat in the **South-West side** of the **First Floor**, (ii) entire **Second floor** consisting of two flats, (iii) one flat in the **South-West side** of the **Fourth Floor** and remaining 4 (four) nos car parking space as per enclosed sketch, situated in the **South-**

P. K. Datta

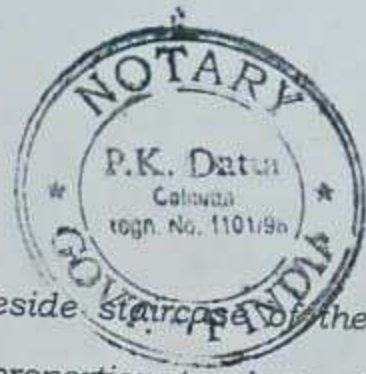
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Regn. No.:1101/98

C.M.M.'s Court

2 & 3, Bankshall Street

7 FEB 2022



West side of the Ground floor beside staircase of the said building together with undivided proportionate share of land and user right of all common areas and facilities of the said building at the said premises No.606, Kalikapur, Police Station-formerly Kasba now Purba Jadavpur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, under K.M.C. Ward No.109, District 24 Parganas (South), **as Developer's allocation**, morefully described in the **Schedule 'C'** hereunder written save and except **Owner's Allocation**.

5. That after taking possession of the Owners' allocation from the Developer the Owner will mutate his name for his respective flats and parking space and shall pay the assessed taxes, electricity bill, monthly maintenance charges and other necessary charges regularly.
6. That the other terms and conditions of the said Agreement dated 17th December, 2010 will remain same and unchanged.
7. That this Supplementary Agreement will be treated as part of the said Principal Agreement dated 17th December, 2010.
8. That both the parties hereto shall obey the terms and conditions mentioned herein above.

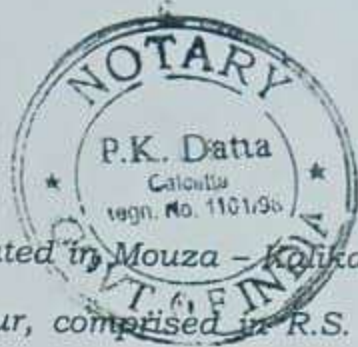
SCHEDULE 'A' ABOVE REFERRED TO :

Description of the Entire Property

ALL THAT piece and parcel of land measuring an area of 7 (seven) cottahs 0 (zero) chittacks 16 (sixteen) sq.ft. be the same a little more

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17 FEB 2022



or less in Plot No.P-7 & 8), lying and situated in Mouza - Kalikapur, J.L. No.20, Touzi No.12, Pargana-Khaspur, comprised in R.S. Dag No.356/406, under R.S. Khatian No.356, C.S. Khatian No.153/1, 278, 361, 18, 259, 356, 276, 362, 256 and 253, Police Station - formerly Kasba now Purba Jadaupur, within the limits of the Kolkata Municipal Corporation, being Premises No.606, Kalikapur, Kolkata - 700099, under K.M.C. Ward No.109, Assessee No.31-109-06-0606-6, District 24 Parganas (South), and butted and bounded as follows:-

- ON THE NORTH** : By Land of Plot No.P-9 & P-10;
ON THE SOUTH : By Land of Plot No.6;
ON THE EAST : By Land of Plot No.P-1, P-2 & P-3;
ON THE WEST : By 20'ft Wide K.M.C. Road.

SCHEDULE 'B' ABOVE REFERRED TO :

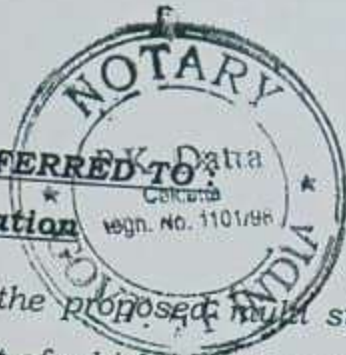
Owner's Allocation

ALL THAT 4 (four) nos flats out of which (i) one flat in the **North-West side** of the **First Floor**, (ii) entire **Third floor** consisting of two flats, (iii) one flat in the **North-West side** of the **Fourth Floor** and 4 (four) nos car parking space as per enclosed sketch situated in the **North-West side** of the Ground floor beside staircase of the said building together with undivided proportionate share of land and user right of all common areas and facilities of the said building at the said premises No.606, Kalikapur, Police Station-formerly Kasba now Purba Jadaupur, Kolkata-700099, within the limits of Kolkata Municipal Corporation, under K.M.C. Ward No.109, District 24 Parganas (South).

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 C.M.M.'s Court
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17 FEB 2022

SCHEDULE 'C' ABOVE REFERRED TO
Developer's Allocation



ALL THAT remaining sanction area of the proposed multi storied building as per sanction building plan out of which 4 (four) nos flats out of which (i) one flat in the **South-West side** of the **First Floor**, (ii) entire **Second floor** consisting of two flats, (iii) one flat in the **South-West side** of the **Fourth Floor** and 4 (four) nos car parking space as per enclosed sketch situated in the **South-West side** of the Ground floor beside staircase of the said building together with undivided proportionate share of land and user right of all common areas and facilities of the said building at the said premises No.606, Kalikapur, P.O. - Mukundapur, Police Station-formerly Kasba now Purba Jadaupur, Kolkata - 700099, within the limits of the Kolkata Municipal Corporation, under K.M.C. Ward No.109, District 24 Parganas (South), save and except Owner's Allocation.

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

1. JAYANTA DUTTA
25, P.K. CHATTERJEE
ROAD, KOL-42.

2.

Shakti Swamini

SIGNATURE OF THE OWNER

For SHAKAMBHARI CONSTRUCTION

Bijali Bhaumik Partner's
Partha Bhaumik Partner's

For SHAKAMBHARI CONSTRUCTION

Sankar Prasad Bhaumik
 Partner's Partner's

SIGNATURE OF THE DEVELOPERS

P. K. Datta

Notary

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 C.M.M.'s Court
 2 & 3, Bankshall Street
 Calcutta - 700 001

Signature Assisted by me
 on Identification of Advocate

P. K. DATTA
 Notary

17 FEB 2022

Identified by me
TINA DAS
 Advocate

Dated the 7 FEB 2022 day of 20

IN THE MATTER OF
Instrument "A"

AND

IN THE MATTER OF
Notarial Certificate

P. K. Datta

ADVOCATE

&

Notary Public

GOVT. OF INDIA
REGN. NO. 1101/98

CMM,s Court
2 & 3, Bankshall Street,
Calcutta - 700 001

:: OFFICE ::

12/2, Old Post Office Street,
2nd Floor, Calcutta - 700 001

