00127/2020 I-00140/20

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AC 910783

15/01/20

0-812772/20

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

District Sub-Registrar-V
Alipore, South 24 Parganas

15 JAN 2020

THIS SUPPLEMENTARY AGREEMENT made this the 15th day of January Two Thousand and Twenty (2020)

BETWEEN

Tripti Roy

(1) SMT. TRIPTI ROY (PAN-AYHPR9735Q), Aadhar No. 3767 6660 4546 wife of Late Sajal Kumar Roy, by faith – Hindu, by Occupation : Housewife, by Nationality – Indian, (2) SMT. ANKHI GHOSH (PAN-ALWPG7322A), Aadhar No.2779 8747 2183, daughter of Late Sajal Kumar Roy, by faith – Hindu, by Occupation : Service, by Nationality – Indian, and (3) SMT. RAKHI DUTTA (PAN-AOEPD7305R) Aadhar No.6336 2925 3517, daughter of Late Sajal Kumar Roy, by faith – Hindu, by Occupation : Housewife, by Nationality – Indian, all (1) to (3) residing at 21, Purbachal Kalitala Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, hereinafter called and referred to as the **"OWNERS/FIRST PARTY"** (which expression unless repugnant to the context shall mean and include their heirs, executors, administrators, representatives and assigns) the **ONE PART**

AND

M/S. SILICON CONSTRUCTION, (PAN-ACNFS1304A) a Partnership Firm, having its office at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S.Garfa, Kolkata-700078, represented by its Partners namely (1) **SRI AJOY SARKAR**, (PAN-CHWPS1336Q) Aadhar No.950093959261, son of Late Sunil Sarkar, by faith-Hindu, by occupation-Business, residing at 28, North Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078 & (2) **SRI BIJOY MAJUMDER**, (PAN-BOAPM8231E), Aadhar No.287891043325, son of Sri Utpal Majumer, by faith-Hindu, by occupation-Business, residing at 21/1, Purbachal South Cannel Road, P.O. Haltu, P.S. Garfa, Kolkata-700078, hereinafter called and the **"DEVELOPER/ SECOND PARTY"** (which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, representatives successors-in-office and successors-in-interest and assigns) of the **OTHER PART.**

WHEREAS one Sajal Kumar Roy, since deceased and the Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal **and** Smt. Sona Rani Basu all sons and daughter of Late Rabindra Nath Roy, and also grand father **of** Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, were seized and possessed of or otherwise well

and sufficiently entitled to certain area of land measuring 18 Decimals i.e. 8 (Eight) Cottahs 12 (Twelve) Chittacks as per physical measurment, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No.206 corresponding R.S. Khatian No.1776, now within the limits of the Kolkata Municipal Corporation Ward No.106, under P.S. formerly Tollygunge then Jadavpur thereafter Kasba now Garfa, Sub-Registry/A.D.S.R. office at Sealdah, in the District of 24-Parganas,since South 24-Parganas, by way of purchase from the then lawful owner Smt. Krishna Roy, wife of Sri Narendra Nath Roy by a Bengali Deed of Sale, dated 08.04.1980, registered in the office of Sub-Registrar at Alipore and recorded in Book No.I,Volume No.68, page from 104 to 107, Deed No.1655 for the year 1980.

AND WHEREAS while the said Rabindra Nath Roy enjoyed the said land, died intestate leaving behind him surviving his wife Smt. Aruna Roy, three sons namely Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the Owners No.2 and 3 herein), Sri Samir Kumar Roy, Sri Samar Kumar Roy and three daughters Smt. Anjali Deb, since deceased, Smt. Shefali Mondal, & Smt. Sona Rani Basu, as his only legal heirs and successors, they jointly inherited the said land left by the said deceased.

AND WHEREAS thereafter the said Smt. Aruna Roy (wife of Late Rabindra Nath Roy) died intestate leaving behind her said three sons and three daughters as her only legal heirs and successors.

AND WHEREAS the said Smt. Anjali Deb (daughter of Late Rabindra Nath Roy) died intestate leaving behind her two sons Sri Anjan Deb, Sri Joy Deb and one daughter Smt. Swapna Talukdar, as her only legal heirs and successors, they jointly inherited the said $1/6^{th}$ share in the said property left by the said deceased.

AND WHEREAS now the said Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the **Owners No.2 and 3 herein**), Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal, Smt. Sona Rani Basu, Sri Anjan

Deb, Sri Joy Deb and Smt. Swapna Talukdar, are now the absolute joint owners of the entire plot of land measuring an area of 8 (Eight) Cottahs 12 (Twelve) Chittacks be the same a more or less together with the tile shed structure standing thereon, situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No. 206 corresponding R.S. Khatian No.1776, being Municipal Premises No.21, Purbachal Kalitala Road, vide Assessee No.31-106-15-0021-6, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078.

AND WHEREAS being desirous of the Promotion work of their said Premises said Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the Owners No.2 and 3 herein), Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal, Smt. Sona Rani Basu, Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, entered into a registered Development Agreement dated 18.04.2019, registered in the Office of A.R.A. III, Kolkata and recorded into Book No.I, Deed No.1646 for the year 2019 with the Party of the Second Part herein and the said Sajal Kumar Roy, since deceased, (wife of the Owner No.1 herein and father of the Owners No.2 and 3 herein), Sri Samir Kumar Roy, Sri Samar Kumar Roy, Smt. Shefali Mondal, Smt. Sona Rani Basu, Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, had executed and registered the registered Development Power of Attorney dated 18.04.2019, registered in the Office of A.R.A. III, Kolkata and recorded into Book No.I, Deed No.1655 for the year 2019 and in the said registered Development Agreement the entire Owners' Allocation has been mentioned in the **Second Schedule** of the said Development Agreement and the entire Developer's Allocation has mentioned in the Third Schedule of the said registered Principal Development Agreement dated 18.04.2019.

AND WHEREAS the said Sajal Kumar Roy died intestate on 29.12.2019, leaving behind his wife namely **SMT. TRIPTI ROY, the OWNER No.1 herein and two daughters namely SMT. ANKHI GHOSH and SMT. RAKHI DUTTA, the OWNER Nos. 2 and 3 herein jointly inherited the undivided 1/6th share of the**

land measuring an area of 1 (One) Cottah 7 (Seven) Chittacks 15 (Fifteen) Sq.ft. our of total land area measuring 8 (Eight) Cottahs 12 (Twelve) Chittacks **togetherwith Owners' Allocation** as mentioned in the **Second Schedule** of the said Principal Development Agreement dated 18.04.2019, situated at **K.M.C. Premises No.21, Purbachal Kalitala Road,** vide Assessee No.31-106-15-0021-6, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078 **left by said Sajal Kumar Roy, since deceased.**

AND WHEREAS after the death of the said Sajal Kumar Roy, his legal heirs and successors i.e. the Land Owners herein entered into this Supplementary Agreement to continue the project and they shall give the fresh Development Power of Attorney in favour of the Developer herein for sale the **Developer's Allocation** togetherwith undivided proportionate share of land and the **OWNERS** herein hereby declared and confirmed that they shall abide by the all terms and condition of the said principal Development Agreement dated 18.04.2019 and they shall always co-operate with the **DEVELOPER** herein for the Development of the project whenever they shall be called for by the DEVELOPER for the interest of this project.

IT IS WITNESSETH IN THE MANNER FOLLOWINGS :-

1. That the **OWNERS' ALLOCATION** as mentioned in the said registered Principal Development Agreement dated 18.04.2019 has not been changed or altered or amended. The OWNERS/Party of the FIRST PART shall obey the same without raising any objection or demand to the DEVELOPER except their inherited share of the property as well as the allocation of the said Sajal Kumar Roy since deceased.

2. That the **DEVELOPER** shall get its allocation as mentioned in the third SCHEDULE of the said principal Development Agreement dated 18.04.2019 on which the **DEVELOPER** shall have full right to deal with its allocation and shall enjoy entire sale proceeds thereto on which the

OWNERS herein shall never establish any further claim or demand except their inherited share of the property as well as allocation.

3. That the OWNERS shall give full Co-operation to the **DEVELOPER** for such promotion work as and when necessary for the interest of the Project.

4. The **OWNERS** and **DEVELOPER** shall strictly follow the distribution of the Allocation and it shall be the essence of this indenture which shall be treated as part and parcel of the said principal Development Agreement dated 18.04.2019.

5. That all other terms and conditions of the said principal Development Agreement dated 18.04.2019 shall remain unchanged and this Deed of Supplementary Agreement is the Part and parcel of the said principal Development Agreement dated 18.04.2019.

6. That the different heads of the Principal Agreement i.e. Article-1- : Definition, Article-II: Date of Commencement, Article-III : Owners' Representation, Article-IV : Developer's Representation, Article-V : Development Work, Article-VI: Developer's Covenants, Article-VII : Owners' Covenants, Article-VIII : Construction, Article-IX : Space Allocation, Article-X : Rates & Taxes, Article-XI: Joint Declaration of the OWNERS and the DEVELOPER and Article-XII : Arbitration and Jurisdiction shall remain unchanged but the time shall be extended for the interest of the project and also as per requirement of the DEVELOPER.

7. That since date of execution and registration of the Development Agreement the DEVELOPER herein have completed the individual mutation of B.L. & L.R.O. and also mutation of K.M.C. and the land ceiling clearance is under process at present.

8. That both the parties shall abide by the terms and conditions of this Deed of Supplementary Agreement and also the said registered principal Development Agreement dated 18.04.2019.

SCHEDULE OF THE ABOVE REFERRED TO

ALL THAT piece and parcel of undivided 1/6th share of land **measuring and area of 1 (One) Cottah 7 (Seven) Chittacks 15 (Fifteen) Sq.ft.** out of total land area of 8 (Eight) Cottahs 12 (Twelve) Chittacks situated at Mouza–Kasba, J.L. No.13, Pargana–Kalikata, R.S. No.233, Touzi No.145, comprised in. Dag No.4143 appertaining to C.S. Khatian No. 206 corresponding R.S. Khatian No.1776, being Municipal Premises No.21, **Purbachal Kalitala Road**, vide Assessee No.31-106-15-0021-6, having its postal address-21, Purbachal Kalitala Road, Kolkata-700078, property ZONE IS Purbachal kalitala to Purbachal Kalitala and the entire property is butted and bounded by:

Tripti Roy

ON THE NORTH	:	8-'0" wide K.M.C. Road/Kalitala Temple;
ON THE SOUTH	:	12'-0" wide KMC Road;
ON THE EAST	:	Building and vacant land;
ON THE WEST	:	Land of Manas Halder.

IN WITNESS WHEREOF the Parties herein have put their respective signature hereto on this the day, month and year first above written.

WITNESS :

1 Abhejit Kumar Meshra
69/1, Baghajatin Place
Kolkata- 700086

2. Alamer Kr. Ghosh.
KALUPUR
BONGAON - 743235
NORTH 24 PARGANAS

1. Tripti Roy
2. Ankhi Ghosh.
3. Rakhi Dutta

SIGNATURE OF THE OWNERS

SILICON CONSTRUCTION
Partners

SILICON CONSTRUCTION
Bijoy Majumder
Partners

SIGNATURE OF THE DEVELOPER.

PREPARED & DRAFTED BY :

(MR. SOMESH MISRA)
ADVOCATE [Enrollment No.F/985/2008]
HIGH COURT, CALCUTTA
Resi-cum-Chamber : 69/1, Baghajatin Place, Kolkata-700 086.
9051446430(Somesh),
Email:mishrasomesh08@gmail.com

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2020, Page from 32183 to 32218

being No 163000140 for the year 2020.

Digitally signed by KRISHNENDU TALUKDAR
Date: 2020.03.11 19:26:11 +05:30
Reason: Digital Signing of Deed.

(Krishnendu Talukdar) 2020/03/11 07:26:11 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)