0594/21. I-005579/21

INDIA NON JUDICIAL

53AB 016489

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

District Sub-Registrar
Alipore, South 24 Parganas
03 FEB 2021

03/02/21

0-233991/21

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made on this the 3rd day of February in the year Two Thousand Twenty One (2021)

BETWEEN

(1) **SRI SAMIR KUMAR ROY**, (PAN – ADJPR8040H) (Aadhaar – 8389 4340 1530), (2) **SRI SAMAR KUMAR ROY**, (PAN – AITPR4288G) (Aadhaar – 2514 7306 8127), both are sons of Late Rabindra Nath Roy, (3A) **SRI ANJAN DEB**, (PAN – BHDPD8418G) (Aadhaar – 9290 5895 7817), (3B) **SRI JOY DEB**, (PAN – BQSPD1618N) (Aadhaar – 9195 7670 8652), both are sons of Late Amal Kumar Deb, (3C) **SMT. SWAPNA TALUKDAR**, (PAN – AGGPT4650H) (Aadhaar – 7905 7222 6795), wife of Sri Rajib Talukdar and daughter of Late Amal Kumar Deb, (4) **SMT. SAFALI MONDAL**, (PAN – BXFPM3821G) (Aadhaar – 6105 2756 7781), wife of Sri Paresh Ch. Mondal and daughter of Late Rabindra Nath Roy and (5) **SMT. SONA RANI BASU**, (PAN – BWDPB0201L) (Aadhaar – 3465 6047 1607), wife of Sri Ratan Bose and daughter of Late Rabindra Nath Roy, all by faith – Hindu, by occupation – Service, Business & Housewife respectively, by Nationality – Indian, all are residing at 21, Purbachal Kalitala Road, Post Office – Haltu, Police Station – Garfa, Kolkata – 700078, hereinafter called and referred to as the "**OWNERS/FIRST PARTIES**" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included their legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **ONE PART**.

AND

M/S. SILICON CONSTRUCTION, (PAN – ACNFS1304A), a Partnership Firm, having its office at 28, North Purbachal South Canal Road, Post Office – Haltu, Police Station – Garfa, Kolkata – 700078, represented by its Partners namely (1) **SRI AJOY SARKAR**, (PAN – CHWPS1336Q) (Aadhaar – 9500 9395 9261), son of Late Sunil

Sarkar, residing at 28, North Purbachal South Canal Road, Post Office – Haltu, Police Station – Garfa, Kolkata – 700078 and (2) **SRI BIJOY MAJUMDER**, (PAN – BOAPM8231E) (Aadhaar – 2878 9104 3325), son of Sri Utpal Majumder, residing at 21/1, Purbachal South Canal Road, Post Office – Haltu, Police Station – Garfa, Kolkata – 700078, both by faith – Hindu, by occupation – Business, by Nationality – Indian, hereinafter called and referred as to the "**DEVELOPERS/SECOND PARTIES**" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and included its heirs, executors, successors, successors-in-office, successor-in-interest, administrators, legal representatives and/or 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 are sons and daughter of Late Rabindra Nath Roy and also grandfather of Sri Anjan Deb, Sri Joy Deb and Smt. Swapna Talukdar, were seized and possessed of or otherwise well and suffeiently entitled to certain area of land measuring 18 Decimals i.e. 8 (Eight) Cottahs & 12 (Twelve) Chittacks be the same a little more or less, 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 to R.S. Khatian No. 1776, now within the limits of the Kolkata Municipal Corporation, Ward No. 106, under Police Station – formerly Tollygunge then Jadavpur thereafter Kasba now Garfa, Sub-Registry/A.D.S.R. office at Sealdah, in the District 24 – Parganas now District South 24 – Parganas, by way of purchase from the then lawful owner Smt. Krishna Roy wife of 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, Pages 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 (now deceased), three sons namely Sajal Kumar Roy (now deceased) Sri Samir Kumar Roy, Sri Samar Kumar Roy and three daughters Smt. Anjali Deb (now deceased), Smt. Shefali Mondal and Smt. Sona Rani Basu, as his only legal heirs and successors, they jointly inherited the said land left by the said deceased Rabindra Nath Roy.

AND WHEREAS thereafter the said Smt. Aruna 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 died intestate leaving behind her two sons namely Sri Anjan Deb, Sri Joy Deb and one daughter namely Smt. Swapna Talukdar, as her only legal heirs and successors, they jointly inherited the said 5/6 share in the said land, left by the deceased Smt. Anjali Deb.

AND WHEREAS since then the said Sajal Kumar Roy (now deceased) 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 became the absolute joint owners of the entire plot of land measuring an area of 8 (Eight) Cottahs & 12 (Twelve) Chittacks be the same a little more or less, together with 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 to R.S. Khatian No. 1776, within the limits of the Kolkata Municipal Corporation, 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, Ward No. 106, under Police Station – Garfa, in the District South 24 – Parganas.

AND WHEREAS being desirous of the Promotion work of their said premises the said Sajal Kumar Roy (since deceased), 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 jointly entered into a registered Development Agreement dated 18/04/2019, duly registered in the office of the A.R.A. – III, at Kolkata and recorded in Book No. I, being Deed No. 1646 for the year 2019 with the Parties of the Other Part herein and the said Sajal Kumar Roy (since deceased), 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 have executed and registered Development Power of Attorney dated 18/04/2019, duly registered in the office of the A.R.A. – III, at Kolkata and recorded in Book No. I, being Deed No. 1655 for the year 2019 and in the said registered Development Agreement the entire Owner's 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, two daughters namely Smt. Ankhi Ghosh

and Smt. Smt. Rakhi Dutta, they jointly inherited the said 5/6 share in the said land i.e. 1 Cottah, 7 Chittacks & 15 Sq. Ft., out of 8 Cottahs & 12 Chittacks, left by the deceased Sajal Kumar Roy.

AND WHEREAS the aforesaid Smt. Tripti Roy, Smt. Ankhi Ghosh and Smt. Smt. Rakhi Dutta jointly entered into a registered Supplementary Agreement dated 15th day of January, 2020 in respect of Owners' Allocation as mentioned in the Second Schedule of the said Principal Development Agreement dated 18/04/2019 with the aforesaid Developer/Second Parties herein, situated at K.M.C. Premises No. 21, Purbachal Kalitala Road, Vide Assessee No. 311061500216 having its postal address 21, Purbachal Kalitala Road, Kolkata – 700078, Ward No. 106, under Police Station – Garfa, in the District South 24 – Parganas, duly registered in the office of the D.S.R. – V, at Alipore and recorded in Book No. I, Volume No. 1630-2020, Page from 32183 to 32218, Being No. 163000140, for the year 2020.

AND WHEREAS the said Smt. Tripti Roy, Smt. Ankhi Ghosh and Smt. Smt. Rakhi Dutta jointly executed a registered Development Power of Attorney in favour of the aforesaid Developers/Second Parties herein, for smooth sale and transfer of Developer's Allocation, together with undivided proportionate share of land and the said Smt. Tripti Roy, Smt. Ankhi Ghosh and Smt. Smt. Rakhi Dutta (the co-owners therein), declared and confirmed that they shall abide by all the terms and conditions of the said Principal Development Agreement dated 18/04/2019, duly registered in the office of the D.S.R. – V, at Alipore and recorded in Book No. I, Volume No. 1630-2020, Page from 32154 to 32182, Being No. 163000141, for the year 2020.

AND WHEREAS the said 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 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 Developers/Second Parties herein for sale the Developer's Allocation, together with undivided proportionate share of land and the Owners herein hereby declared and confirmed that they shall abide by all the terms and conditions of the said Principal Development dated 18/04/2019 and they shall always co-operate with the Developers/Second Parties herein for the Development of the project whenever they shall be called for by the Developers for the interest of this project.

IT IS WITNESSETH IN THE FOLLOWINGS MANNERS:

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/First Parties of the One Part shall obey the same without raising any objection or demand to the Developers except their inherited share of the property as well as their Allocation.

2. That the Developers shall get its allocation as mentioned in the Third Schedule of the said Principal Agreement dated 18/04/2019 on which the Developer shall have full right to deal with its allocation and shall enjoy sale proceeds thereto on which the Owners herein shall never shall establish any further claim or demand except their inherited share of the property as well as Allocation.

3. That the Owners herein shall give full Co-operation to the Developers for such promotion work as and when necessary for the interest of the Project.

4. The Owners and Developers 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 – I – Definition, Articles – II, Date of Commencement, Article – III, Owners' Representation, Article – IV, Developer's Representation, Article – V, Development Work, Article – VI, Developer's Covenant, Article – VII, Owners' Covenant, Article – VIII, Construction, Article – IX, Space Allocation, Article – X, Rates & Article – XI, Joint Declaration of the Owners and the Developers 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 Developers.

7. That since date of execution and registration of the Development Agreement the Developers 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 5/6 share of land measuring an area of 7 Cottah, 4 Chittacks & 30 Sq. Ft., out of 8 Cottahs & 12 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 to R.S. Khatian No. 1776, within the limits of the Kolkata Municipal Corporation, being 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, Ward No. 106, under Police Station – Garfa, in the District South 24 – Parganas and the entire property is butted and bounded by:-

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

Property Zone: Purbachal Kalitala to Purbachal Kalitala

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

SIGNED SEALED AND DELIVERED
By the Parties above named in
Presence of:

WITNESSES:

1. Ujjal Das
   191/C, Picnic Gardend Road,
   Kolkata - 39

2. Rahul Dhar
   Nity Nagar
   Kol - 75

1) Samir Roy
2) Sona Rani Basu
3) Samir Kr Roy
4) [illegible]
5) Anjan Deb
6) Joy Deb
7) Swapna Talukder

SIGNATURE OF THE OWNERS/FIRST PARTIES

SILICON CONSTRUCTION
Ajoy Sarkar
Partners

SILICON CONSTRUCTION
Bijoy Majumder
Partners

SIGNATURE OF THE DEVELOPERS/SECOND PARTIES

Drafted by:
Debayan De
Adv
Alipore police court
Kol - 27. F-1776/03

PRINT ZONE,
Alipore Police Court,
Kolkata – 700027.

Sarfaraz Ahmed.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2021, Page from 24589 to 24631

being No 163000579 for the year 2021.

Digitally signed by RITA LEPCHA
Date: 2021.02.11 16:26:13 +05:30
Reason: Digital Signing of Deed.

(Rita Lepcha) 2021/02/11 04:26:13 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)