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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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159
8-2646890
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Certified that the document is admitted to Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.


District Sub-Register-II
Alipore, South 24-Parganas

15 SEP 2022

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT made this the 15th day of September, 2022 (Two thousand and twenty two) A.D..

BETWEEN

(1) **BIKASH KANTI DEY** (PAN- ACWPD8635Q) (Aadhaar No.9945 8002 6067) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 43D, Nabalia Para Road, Purba Barisha, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (2) **SUBHAS KANTI DEY** (PAN- ADTPD4885A) (Aadhaar No.5202 3584 6574) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 6/71A, Bijoygarh, P.O. Jadavpur University, Kolkata-700032, in the state of West Bengal, (3) **BIMAL KANTI DEY** (PAN- CUWPD0825Q) (Aadhaar No.9770 3598 4968) son of Late Benoy Bhusan Dey, by faith-Hindu, by occupation- Retired, by Nationality-Indian, residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S.Haridevpur, Kolkata-700008, (4) **MITA DEY** (PAN- DEXPD7419N) (Aadhaar No. 7977 2515 2506) wife of Late Bipul Kanti Dey, by faith-Hindu, by occupation- House-Hold-Works, by Nationality – Indian, and (5) **KOUSTAV DEY** (PAN-EYLPD1372R) (Aadhaar No .3417 7694 79440) , by faith- Hindu, by occupation- Business, by Nationality-Indian, both 4 & 5 residing at 109, Kalipada Mukherjee Road, P.O. Purba Barisha, P.S. Haridevpur, Kolkata-700008, in the State of West Bengal, hereinafter jointly and collectively called and referred to as “**THE FIRST PARTY/LAND OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of “**the ONE PART**” :

A N D

M/S. RR DEVELOPER (PAN – ABCFR6072L), a Partnership Firm, having its office at 643, Motilal Gupta Road, Post Office & Police Station- Haridevpur, Kolkata 700082, District : South 24-Parganas, in the State of West Bengal, **REPRESENTED** by its partners namely (1) **Sri RAJU SHAW** (PAN DMQPS5756G) (Aadhaar No. 5895 5336 7609) son of Mr. Ashok Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 643, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal and (2) **MR. RAJU SHAW** (PAN AYBPS5973R) (Aadhaar No. 2798 2066 9560) son of Ramtirath Shaw, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 249A, Motilal Gupta Road, Pramod Nagar, Kolkata 700082, District : South 24-Parganas, in the state of West Bengal, hereinafter called and referred to as the “**SECOND PARTY/ DEVELOPER**” (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, successors, administrators and assigns) of “**the OTHER PART**”

WHEREAS the First Party herein being the joint owners entered into a Development Agreement dated 17th March, 2022 with the second party for development of the below mentioned landed property and construction of a New Building or multi-storied building into and upon their land i.e. **ALL THAT** piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi

No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684 , appertaining to R.S. Khatian No. 263 under Khatian No.262 ,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being **K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), as more fully and particularly mentioned in the schedule hereunder written and the said Development Agreement was duly registered in the office of the D.S.R.-II , South 24-Parganas at Alipore vide Book No.I, Volume No.1602-2022, Page from 164147 to 164204, being No.160203600, for the year 2022, for the purpose of development and construction of a New Multi-Storied Building into and upon the said land of the owners, on several terms and conditions contemplated with respect to the respective benefits and interests of both the parties herein as set forth therein. Subsequently it transpire that due to some inadvertence the K.M.C. Premises Number of the property under development is inadvertently mentioned in the said Development Agreement as “K.M.C. Premises No.109, Kalipada Mukherjee Road, Kolkata- 700008” in place of correct, real and actual “**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**” and hence, the property under Development shall always be treated as “**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**” and Postal Address is “109, Kalipada Mukherjee Road, Kolkata-700008”.,

AND WHEREAS in pursuance of the said Development Agreement, the Developer/Second Party has undertaken development and

construction of a New multi-storied Building into and upon the land of the Owners/First Party, containing an area of Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with brick built walls R.T. Shed structures standing thereon, lying and situated in Mouza-Sarkelat, being "**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**" and Postal Address : 109, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South), at its own man power, technical knowledge, experience, costs and expenses and in lieu thereof, as per mutual understanding by and between the parties, the Developer/Second party agreed to give to the Owners/First party, free of cost, **ALL THAT** piece and parcel of (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) two self contained residential Flats measuring 420 Sq.ft. Built Up area each on the Second Floor, one on the Front side and another on the back side, (iii) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side of the proposed multi-storied Building as per sanction Building plan to be sanctioned at "**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**" and Postal Address :109, Kalipada Mukherjee Road, Kolkata-700008 by the Kolkata Municipal Corporation for construction of the said proposed new multi storied building at the aforesaid premises TOGETHER WITH undivided impartible proportionate share of land attributable to the First Schedule property herein below, together with all user and easement rights and all other common rights, benefits, privileges , amenities, facilities etc. on the common parts and service areas of the proposed multi-storied

building towards Owners' Allocation, free of cost in lieu of their land to be provided by the Developer after construction and completion of the new multi-storied building at the said premises .

AND WHEREAS some discrepancy, dispute and misunderstanding regarding owners' Allocation has been arisen and pursuant to mutual discussion and understanding , the parties herein have come to a settlement for re-arrangement and/or modification of owners' allocation as mentioned in the **SECOND SCHEDULE** of the aforesaid original Registered Development Agreement dated 17th day of March, 2022, being Deed No.160203600 for the year 2022.

AND WHEREAS subsequently in pursuance of mutual discussion and understanding by and between the land owners and the Developer, the owners' allocation has been changed and/or re-arranged and presently the owners' allocation in the proposed multi-storied Building will be in the manner as follows :-

ALL THAT piece and parcel of (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the First Floor, Back side (iii) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Second Floor, Back side and (iv) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side of the proposed multi-storied Building to be constructed at "**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**" and Postal Address :109, Kalipada Mukherjee

Road, Kolkata-700008 as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation TOGETHER WITH undivided impartible proportionate share of land attributable to the First Schedule property herein below, together with all user and easement rights and all other common rights, benefits, privileges, amenities, facilities etc. on the common parts and service areas of the proposed multi-storied building towards Owners' Allocation, free of cost in lieu of their land to be provided by the Developer after construction and completion of the new multi-storied building at the said premises and to avoid any future litigations, disputes and differences, both the parties herein have agreed and entered into this Deed of Declaration on the following terms and conditions :-

TERMS AND CONDITIONS

1. That in pursuance of thorough discussion and mutual understanding by and between the parties and in terms of this Supplementary Agreement, the Owners/First party shall now be entitled to get, free of cost in lieu of their land, from the Developer/Second party -

“ **ALL THAT** piece and parcel of (i) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the Ground Floor, Back side, (ii) One self contained residential Flat measuring 420 Sq.ft. Built Up area on the First Floor, Back side (iii) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Second Floor, Back side and (iv) One self contained residential Flat, measuring 420 Sq.ft. Built Up area on the Third Floor, Back side of

the proposed multi-storied Building to be constructed at "**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**" and Postal Address :109, Kalipada Mukherjee Road, Kolkata-700008, as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation **TOGETHER WITH** undivided impartible proportionate share of land attributable to the **Schedule property** herein below, together with all user and easement rights and all other common rights, benefits, privileges , amenities, facilities etc. on the common parts and service areas of the proposed multi-storied Building towards modified. re-arranged and/or changed **Owners' Allocation** in place of owners' Allocation , mentioned in the principal principal/ original Registered Development Agreement dated 17th day of March, 2022, being Deed No.160203600 for the year 2022.

Save and except the owner's allocation as re-arranged in this Supplementary Agreement in the manner stated above, all the remaining constructed area of the proposed multi -storied building comprising several flat or flats, unit or units, space or spaces of the proposed multi-storied Building to be constructed at "**K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**" and Postal Address : 109, Kalipada Mukherjee Road, Kolkata-700008, as per sanction Building plan to be sanctioned by the Kolkata Municipal Corporation **TOGETHER WITH** undivided impartible proportionate share of land attributable to the **Schedule property** herein below, together with all user and easement rights and all other common rights, benefits, privileges , amenities, facilities etc. on the common parts and service areas of the

proposed multi-storied Building towards modified. re-arranged and/or changed **Developer's Allocation.**

2. That the Owners/First party hereby undertake, promise and declared that save as modified as aforesaid towards Owners' Allocation they will not claim any thing more of the constructed area of the proposed new Building from the Developer .The Owners /First party hereby further assure the Developer/Second Party that they will not claim for re-modification, re-arrange and /or change the Owners' Allocation as mentioned in the instant Supplementary Agreement.
3. That the Developer/second party hereby assures and undertakes to provide Owners' allocation in the proposed new multi-storied building in the manner as modified herein above through this Deed of Declaration in compliance with the terms, conditions and stipulations as mentioned in the said Original Registered Development Agreement original Registered Development Agreement dated 17th day of March, 2022, being Deed No.160203600 for the year 2022.

SCHEDULE OF LAND AS REFERRED TO ABOVE

ALL THAT piece and parcel of total Bastu land, measuring more or less **2(two) Cottahs 7(seven) Chittaks**, together with two storied building having 1000 sq.ft. covered structural area (i.e. 500 sq.ft. in the Ground Floor + 500 Sq.ft. in the First Floor) standing thereon, lying and situated in Mouza- Sarkelat, Pargana- Magura, J.. No.14, R.S. No. 183, Touzi No.411, comprised in R.S. Dag No.388 and 389 corresponding to L.R. Dag No. 388/684, appertaining to R.S. Khatian No. 263 under Khatian No.262

,under Khatian No.85, corresponding to L.R. Khatian No. 2178, 2176, 2177, 2179,2180 & 2181, being **K.M.C. Premises No.160, Kalipada Mukherjee Road, Kolkata-700008**, and Postal Address : 109, Kalipada Mukherjee Road, Kolkata-700008, Assessee No. 411231101553, within the limits of the Kolkata Municipal Corporation, Ward No.123 A.D.S.R. Behala, District: 24-Parganas (South),

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

In presence of:
WITNESSES :-

1. *Hajira Mubtal*
Alipore police court
KOL-27

2. *Saujee Kumar Shome*
Alipore Police Court
KOL-27

Pinash Kanti Dey

Bimal Kanti Dey

Sushas Kanti Dey

Mita Dey

Koustav Dey

**SIGNATURE OF THE OWNER
/FIRST PARTY**

RR DEVELOPERS
Rajshree
PARTNERSHIP

RR DEVELOPERS
Rajshree
PARTNERSHIP

**SIGNATURE OF THE DEVELOPER/
SECOND PARTY**












Drafted by :

Armitabha Ray
Advocate
Alipore police court, Kol-27
ws/236/1984

PHOTO	left hand					
	right hand					












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name..... Raju Shaw

Signature..... Raju Shaw












		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... RAJU SHAW












Signature..... Raju Shaw

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: BIKASH KANTI DEY
 Signature: BIKASH KANTI DEY

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: SUBHAS KANTI DEY
 Signature: SUBHAS KANTI DEY












		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: BIMAL KANTI DEY
 Signature: BIMAL KANTI DEY

PHOTO	left hand					
	right hand					












Name.....

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... MITA DEY

Signature..... Mita Dey

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name..... KOUSTAV DEY

Signature..... Koustav Dey

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRIPS Details

GRN: 192022230121795298
GRN Date: 14/09/2022 19:04:07
BRN: 7201549373133
Gateway Ref ID: IGAOHLIY4
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEPay Payment Gateway
BRN Date: 14/09/2022 19:06:17
Method: State Bank of India NB
Payment Ref. No: 2002646890/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Raju Shaw
Address: 643 Motilal Gupta road
Mobile: 7003561247
Period From (dd/mm/yyyy): 14/09/2022
Period To (dd/mm/yyyy): 14/09/2022
Payment ID: 2002646890/1/2022
Dept Ref ID/DRN: 2002646890/1/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002646890/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2002646890/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	41

IN WORDS: FORTY ONE ONLY.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2022, Page from 459513 to 459537
being No 160212509 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.09.26 14:24:14 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 2022/09/26 02:24:14 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.