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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 928408

25.04.13  
GNO-749/13  
2-50 pm

v-c 1418  
2-50 pm

**THIS SUPPLEMENTARY AGREEMENT** made this 25<sup>th</sup> day of ..April....., Two Thousand Thirteen **BETWEEN ISWAR GOPALESWAR MAHADEB**, a Hindu deity installed at Premises No. 9, S.P. Mukherjee Road, Police Station Bhawanipore, Kolkata-700 025, represented by the Shebaites namely (1) **ANIL KUMAR DATTA** (2) **SUNIL KUMAR DATTA**, (3) **SAMIR KUMAR DUTTA**, (4) **ARUN KUMAR DUTTA**, and (5) **BIJON KUMAR DUTTA**, all sons of the Late Panchanan Dutta, all residing at Premises No. 9, S.P. Mukherjee Road, Police Station Bhawanipore, Kolkata-700 025, hereinafter jointly referred to as the **SHEBAITS/ OWNERS** [which expression shall unless excluded by or repugnant to

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

Aditi Das, Sub-Registrar  
 Alipore, South 24 Parganas

26 APR 2013

129320

08 MAR 2013

No. **VICTOR MOSES & CO.**  
 Sold to **Solicitors & Advocates**  
 Address **6, Old Post Office Street**  
**Kolkata-700 001**  
 Rs. \_\_\_\_\_ P. \_\_\_\_\_  
**A. BANERJEE**  
**L.S. VENDOR (O.S.)**  
**HIGH COURT, KOLKATA-700 081**

Rehul ugd



N.C.T.1  
3404

**KYAL DEVELOPERS PVT. LTD.**  
 Rehul ugd  
 Director / Authorised Signatory



3406

**KYAL DEVELOPERS PVT. LTD.**  
 Rehul ugd  
 Director / Authorised Signatory



Suail Kumar Datta



N.C.T.1  
3407

Suail Kumar Datta

**ADDL. DIST. SUB-REGISTRAR**  
**ALIPORE, SOUTH 24 PGS**  
**25 APR 2013**

the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART AND KYAL DEVELOPERS PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956 having its registered office at premises No. 55/1A, Strand Road, 2<sup>nd</sup> Floor, Kolkata-700 006, represented by its Director Shri Rahul Kyal son of Balkrishan Kyal working for gain at 122/1R, SatyendraNath Majumdar Sarani, Kolkata 700 006 hereinafter referred to as the **DEVELOPER** [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns] of the **OTHER PART**:

**WHEREAS:**

A. By a Development Agreement dated the 17<sup>th</sup> April, 2011 made between the Shebait herein therein referred to as the Shebait of the **ISWAR GOPALESWAR MAHADEB**, One Part and the Developer herein therein referred to as the Developer of the Other Part, the Shebait herein at and for the consideration terms and conditions mentioned therein appointed the Developer herein to develop All That the piece and parcel of land measuring an area 8 Cottahs 8 Chittaks be the same a little more or less together with 2 storied dilapidated brick built messuage tenement dwelling house erected thereon or on the part thereof situate lying at and being the Municipal Premises No.9, Shyama Prasad Mukherjee Road, Police Station Bhawanipore, Kolkata-700 025 more fully and particularly described in the **Schedule** hereunder written [herein after referred to as the **said premises**] by construction and commercial exploitation of a multistoried residential building upon demolition of the existing structure at the said premises [herein after referred to as the **said Development Agreement**], a copy of which is annexed hereto and marked with letter "A".

B. By and in terms of the said Development Agreement the Shebait therein had filed an application being Misc. Case No. 762 of 2010 under Section 7 of the Religious Endowment Act seeking required permission for development of the said premises before the Learned District Judge, South 24 Parganas.

C. On the 12<sup>th</sup> September, 2011 the Learned District Judge, South 24 Parganas passed an order thereby allowing the aforesaid application filed by the Shebait herein and granting them permission to get the said premises developed as per the terms and conditions of the said Development Agreement. The operative portion of the said order runs as follows:

*"That the Misc Case No. 762 of 2010 be and the same is allowed. The petitioners/sebait are permitted to get the property mentioned in the schedule of the application developed by the intending developer as per terms and conditions of the agreement of development dated 17th April, 2011.*



V.C.T.1  
3408

Jami Kumar Datta



V.C.T.1  
3409

Anur Kumar Datta



V.C.T.1  
3410

Bijon Kumar Datta



Soumitra Datta

Soumitra Datta

S/O Sri Sunil Kr. Datta

29, Tarak Pramankil Rd.

Ko L - 700006.

P.S. Girish Park.

Occupation - Business.

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*The receipt of deposit of Rs.5,00,000/- in the name of the deity as deposited by the developer shall have to be filed in this court for court's custody. Liberty is given to the petitioners/shebait to collect interest accrued thereon half yearly basis for the seva puja deity.*

*The petitioner/shebait are permitted to execute and registrar deed of sale of flats which would fall at the developer's allocation of 50% in favour of the developer and/his nominee or nominees.*

*The petitioner/shebait shall not sell, lease out and transfer any flat/flats which would fall at the deity's allocation of 50% to any person in any manner without prior permission of this court.*

*The petitioners/shebait are also directed to obtain approval of the draft copy of the proposed sale deed/s of the premises falling at the developer's allocation from this court prior to registration of deed or deeds".*

D. By and in terms of the said Development Agreement the Owners/Shebait have mutated their names in the assessment records of the Kolkata Municipal Corporation in respect of the said premises.

E. By and in terms of the said Development Agreement the Developer herein shall apply for the building plan in the names of the Owners/Shebait at its own costs and expenses before the Kolkata Municipal Corporation.

F. The Owners/Shebait have settled with the following tenants and/or occupiers namely, 1) Shankata Prasad Tewari, 2) Ajit Chakraborty , 3) Murari Chakraborty , 4) Kanak Mondal 5) Robin Mondal and 6) Durga Chowdhury to have portion of the said premises being vacated by them and already handed over the possession thereof to the Developer who shall be entitled to retain such possession during the subsistence of the said development agreement.

G. The Owners/Shebait shall further negotiate with the other existing tenants and/or occupiers namely Nagendra Prasad Jha, Narayan Sahoo, Basudev Pusthi, Jigma & Gita Daftari, Bhabani Prasad Ghosal, Nirmal Chakraborty, Shambhu Shaw, Ashok Ghose and Bhowanipur Electro Plating who are still in possession of the portion of the said premises to have the same completely vacated by them prior to the sanction of the building plan at their own costs and expenses and hand over the possession thereof to the Developer who shall retain the possession thereof as aforesaid.

H. The Shebait shall also take responsibility to relocate some of the abovementioned tenants from their own allocation and prior to the sanction of the building plan enter into a separate agreement with the Developer and the particular tenant/s demarcating the respective allocated space in the new building.



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I. Subsequent to the execution of the said Development Agreement dated 17<sup>th</sup> April, 2011 it also came to the notice of the Parties hereto that there are some inadvertent typographical mistakes in the Clause 9.3 of the said Agreement which the parties hereto now desire to correct and/or rectify.

J. The parties hereto now intend to record the aforesaid progress in writing along with some other mutually agreed modified terms and conditions and the rectifications and/or corrections and in continuation of such intention the parties are now desirous of entering into this Supplemental Agreement in respect of development of the said premises as stated hereunder.

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

1. Subsequent to the execution of the said Development Agreement dated 17<sup>th</sup> April, 2011 it came to the notice of the Parties hereto that there are some inadvertent typographical mistakes in the Clause 9.3 of the said Agreement which the parties hereto now desire to correct and/or rectify.

2. The Clause no 9.3 of the said Development Agreement dated 17<sup>th</sup> April, 2011 should read as follows:

“ 9.3. The Developer shall pay a further sum of Rs. 50,00,000/- [Rupees Fifty lacs] only to the Shebaitas as interest free security deposit upon demand being so made by the Shebaitas to the Developer. The said sum shall be utilized for vacating the said premises by the existing tenants.”

3. Simultaneously with the execution of this Supplementary Agreement the Developer has paid a sum of Rs. 50,00,000/- [Rupees Fifty lacs] only to the Shebaitas as interest free security deposit (the receipt whereof the Shebaitas do and each of them doth hereby as also by the receipt hereunder admit and acknowledge). The said sum shall be utilized for vacating the said premises by the existing tenants.

4. The Developer has already paid a sum of Rs.10,00,000/- (Rupees Ten Lacs only) under the Clause Nos 9.1 and 9.2 of the said Development Agreement dated 17<sup>th</sup> April, 2011.

5. By and in terms of the said Development Agreement the Shebaitas herein have obtained permission for development of the said premises from the Learned District Judge, South 24 Parganas on the 12<sup>th</sup> September, 2011.



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6. By and in terms of the said Development Agreement the Shebaita herein have mutated their names in the assessment records of the Kolkata Municipal Corporation in respect of the said premises.

7. By and in terms of the said Development Agreement the Developer herein shall apply for the building plan in the names of the Owner/Shebaita at its own costs and expenses before the Kolkata Municipal Corporation.

8. The Owners/Shebaita have already handed over the possession of portion of the said premises which were occupied by the tenants and/or occupants namely 1) Shankata Prasad Tewari, 2) Ajit Chakraborty , 3) Murari Chakraborty , 4) Kanak Mondal 5) Robin Mondal and 6) Durga Chowdhury to the Developer who shall be entitled to retain such possession during the subsistence of the said development agreement.

9. The Shebaita shall take further responsibility to settle with the existing tenants in the manner as mentioned herein below to have their portion being vacated and upon being so vacated the possession of the same shall be delivered to the Developer.

<b>Name of Tenant</b>	<b>Current Status</b>	<b>Of Whom Responsibility</b>
Nagendra Prasad Jha	In Possession	Owners/Shebaita
Narayan Sahoo	In Possession	Owners/Shebaita
Ganesh Bin	In Possession	Developer
Gopal Sahoo	In Possession	Developer
Basudev Pusthi	In Possession	Owners/Shebaita
Jigma & Gita Daftari	In Possession	To be relocated by the Owners/Shebaita from their Allocation at Second/Third floor
Bhabani Prasad Ghosal	Vacated, possession is with Owners/Shebaita	
Nirmal Chakraborty	In Possession	To be relocated by the Owners/Shebaita from their Allocation at Ground floor
Sarat Chandra Bag	In Possession	To be relocated by the Owners/Shebaita from their Allocation at Ground floor



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Shambhu Shaw	In Possession	To be relocated by the Owners/Shebait from their Allocation at Ground floor
Ashok Ghose	In Possession	To be relocated by the Owners/Shebait from their Allocation at Ground floor
Bhowanipur Electro Plating	In Possession	To be relocated by the Owners/Shebait from their Allocation at Ground floor

10. The Shebait shall also take responsibility to relocate some of the abovementioned tenants from their own allocation and for the said purpose shall, prior to the sanction of the building plan, enter into a separate agreement with the Developer and the particular tenant/s demarcating the respective allocated space in the new building.

11. The Shebait shall pay to the said Ganesh Bin and Gopal Sahoo a sum of Rs.14,00,000/- (Rupees fourteen lac) out of the aforesaid sum paid to them by the Developer under these presents to have the portion occupied by them vacated, Any amount in excess of the aforesaid sum shall be borne and/or paid by the Developer.

12. The Owners/Shebait shall also negotiate with the other tenants and/or occupiers, if there be any apart from the aforesaid who are still in possession of the portion of the said premises to have the same completely vacated by them as early as possible at their own costs and expenses and hand over the possession thereof to the Developer who shall retain the possession thereof as aforesaid. The Developer shall not take any responsibility in this regard in any manner whatsoever.

13. The Developer shall pay a sum of Rs.6,000/- (Rupees Six thousand) @ per month to each of the Owners/Shebait, instead of Rs. 5,000/- (Rupees Five Thousand Only) as agreed in the Agreement dated 17<sup>th</sup> April, 2011 towards cost of alternative accommodation till handing over their allocation with habitable condition in the new building from the date of sanctioning of the building plans.



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14. The Owners/Shebaitis shall execute deeds of conveyances of the undivided share in the land contained in the said premises and the building plans as be attributable to the developer's allocation, in such part or parts as shall be required by the developer. Such execution of conveyances shall be through the developer exercising the powers and authorities as to given by the Owners/Shebaitis.
15. The Developer shall be authorized in the name of the Owners/Shebaitis to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners/Shebaitis and required for the construction of the new building, as necessary, in consultation with Mr. Soumitra Dutta, being a representative of the Owners/Shebaitis.
16. The Parties confirm that after the proposed building plan is sanctioned both the parties shall mutually decide and demarcate their respective allocations. Pertinent to mention here that, the Developer shall first handover the possession of the Owners/Shebaitis' allocation in the new building before executing any conveyance/s in favour of any intending buyer/s, however, the Developer shall be at liberty to enter into Agreement for Sale with intending buyer/s before delivering the Owners/Shebaitis' allocation and the Owners/Shebaitis shall not raise any objection with regard thereto.
17. The Developer shall obtain Completion Certificate from the competent authority at its own cost and expenses and shall handover the same to the Owners/Shebaitis.
18. The Developer shall handover the original *Arpan Nama* to the Owners/Shebaitis simultaneously with the Owners/ Shebaitis executing all Deed of Conveyance/s in favour the intending buyer/s/ purchasers.
19. The Owners/Shebaitis shall execute a registered Power of Attorney in favour of the Developer empowering the Developer to execute the Conveyance/s of proportionate land share in the Developer's Allocation on behalf of the Owners/Shebaitis after the building plan get sanctioned.
20. It has been specifically understood between the Parties that, save and except the terms as mentioned herein, the rest of the Development Agreement dated 17th April, 2011, shall remain operative and the Parties shall always be binding by the same. However, in case of any contradiction regarding any provision of this Supplementary Agreement with any provision of the Development Agreement, the provisions of this Supplementary Agreement shall prevail.



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21. The Developer shall register this Supplementary Agreement and stamp duty and registration charges on this Supplementary Agreement shall be paid by the Developer.

**THE SCHEDULE ABOVE REFERRED TO:**

**(SAID PREMISES)**

**ALL THAT** the piece and parcel of land measuring an area 8 Cottahs 8 Chittaks be the same a little more or less together with 2 storied dilapidated brick built messuage tenement dwelling house erected thereon or on the part thereof situate lying at and being the Municipal Premises No.9, Shyama Prasad Mukherjee Road, Police Station Bhawanipore, Kolkata-700 025, Ward No. 72 and butted and bounded in the manner following, that is to say :-

On the North	:the temple of Gopaleswar Mahadeb at 7a, 7b, 7c , S.P. Mukherjee Road & 2 shops.
On the South	:11, S.P. Mukerjee Road.
On the East	:Vacant land belonging to Nafar Atta.
On the West	:S.P. Mukherjee Road.



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**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed his respective hands and seals the day, month and year first above written.

**SIGNED AND DELIVERED** by the **OWNERS/SHEBAITS** at Kolkata in the presence of: -

1. Soumitra Dutta  
29, Tarak Pramanick Rd  
KOL - 700006.

2. Asham Shukath Das.  
18, Beaman Street  
Kot-6

Anil Kumar Saha

Sunil Kumar Saha.  
Sami Kumar Dutta.  
Anam Kumar Dutta.  
Bijon Kumar Dutta.

**SIGNED SEALED AND DELIVERED** by the **DEVELOPER** at Kolkata in the presence of :-

1. Soumitra Dutta

**KYAL DEVELOPERS PVT. LTD.**

Rehul Gupta

Director / Authorised Signatory

2. Asham

9

Drafted by me  
Atanjan Ray F-1194/03  
Adv

28/1, Judges Court Road  
KOL - 27


































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**SPECIMEN FORM FOR TEN FINGER PRINTS**































Pt. O						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Sunil Kumar Bhatia</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Anmi Kumar Datta</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
	<i>Anil Kumar Datta</i>					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				



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**SPECIMEN FORM FOR TEN FINGER PRINTS**

Pr O						
	Little	Ring	Middle	Fore	Thumb	
	(Left Hand)					
	Thumb	Fore	Middle	Ring	Little	
(Right Hand)						
	Anur Kumar Datta					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	Rajeev Kumar Datta					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						
	Rehan Singh					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
(Right Hand)						



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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



**THIS AGREEMENT** made this 17. day of April, Two Thousand Eleven **BETWEEN ISWAR GOPALESWAR MAHADEB**, a Hindu deity installed at Premises No. 9, S.P. Mukherjee Road, Police Station Bhawanipore, Kolkata-700 025, represented by the Shebaites (1) **ANIL KUMAR DATTA** (2) **SUNIL KUMAR DATTA**, (3) **SAMIR KUMAR DATTA**, (4) **ARUN KUMAR DATTA**, and (5) **BIJAN KUMAR DATTA**, all sons of the Late Panchanan Dutta, all residing at Premises No. 9, S.P. Mukherjee Road, Police Station Bhawanipore, Kolkata-700 025, hereinafter jointly referred to as the **SHEBAITS** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

Anil Kumar Datta

Sunil Kumar Datta

Samir Kumar Datta

Arun Kumar Datta

Bijan Kumar Datta

For KYAL DEVELOPERS PVT. LTD.

Rahul Kyal

Director

163406

Sold to.....  
Address.....  
**15 FEB 2011**  
Value.....  
L.S.  
High Court A.S.

**VICTOR MOSES & CO**  
Solicitor Advocate  
6, Old Post Office Street  
Calcutta - 700 001



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**AND KYAL DEVELOPERS PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956 having its registered office at premises No. 55/1A, Strand Road, 2<sup>nd</sup> Floor, Kolkata-700 006, hereinafter referred to as the **DEVELOPER** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns] of the **OTHER PART**:

**WHEREAS:**

A. One Gopal Chandra Dutta was absolutely seized and possessed of All That the piece and parcel of land containing an area of 9 Cottahs be the same a little more or less lying situate at Dihi Panchannagram, Division - VI, Sub-Division M, Holding No. 305/O and 305/A, Sub-Registrar and Police Station the then Bhawanipore, District the then 24 Parganas (hereinafter referred to as the **said land**).

B. Being seized and possessed of said land the said Gopal Chandra Dutta constructed a two storied brick built building and a temple on the said land or on the portion thereof [herein after the said land, building and temple collectively referred to as the **said property**] more fully and particularly described in the **First Schedule** hereunder written.

C. The said Gopal Chandra Dutta installed a Hindu Deity namely Iswar Gopaleswar Mahadeb upon the said property [herein after referred to as the **said Hindu Deity**].

D. Subsequently by an Arpannama dated the 21<sup>st</sup> Baishak 1288 executed by the said Gopal Chandra Dutta and registered with the Deputy Registrar at Alipore, in Book No. I, Volume No. 9, Pages 237 to 238, Being No. 1139 for the year 1881 the said Gopal Chandra Dutta dedicated All That the said property unto and in favour of the said Hindu Deity and made provisions to pay the expenses of worship and other rituals of the said Deity.

E. By and under the said Arpannama dated the 21<sup>st</sup> Baishak 1288, the said Gopal Chandra Dutta further made out that in the absence of any specific rule formulated in future for the appointment of the Shebaites and upon his death his son, grandson and any heir or heirs surviving for the time being would act as the Shebaites of the said Hindu Deity.

Anil Kumar Saha

Sunil Kumar Saha?

Rami Kumar Saha

Anu Kumar Dutta.

Bejoy Kumar Dutta.

For KYAL DEVELOPERS PVT. LTD.

Rahul K. Saha

Director



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F. The said Gopal Chandra Dutta died on the 4<sup>th</sup> day of Jaistha, 1289 without any male issue and leaving him surviving his widow Muktakeshi Dasi and only daughter Shankari Dasi as his heiresses and legal representatives who upon his death jointly inherited the shebaitship of the said Hindu Deity..

G. In reality the said Muktakeshi Dasi took up the shebaitship and continued to act on such strength.

H. The said Muktakeshi Dasi also mutated her name in the records of the Corporation of Calcutta in respect of the said property.

I. The said Sankari Dasi died on the 14<sup>th</sup> day of Ashad, 1324 leaving her surviving her only son Panchanan Dutta as her heir and legal representative.

J. The said Muktakeshi Dasi died in the year 1925 leaving her surviving her grand son the said Panchanan Dutta who upon her death inherited the shebaitship of the said Hindu Deity.

K. The said property was subsequently numbered as Premises No. 9, S.P.Mukherjee Road, Calcutta [herein after referred to as the **said premises**].

L. The said Panchanan Dutta duly mutated his name in the records of the Kolkata Municipal Corporation in respect of the said premises.

M. The said Panchanan Dutta died on the 1<sup>st</sup> day of January, 1993 leaving him surviving his widow Ashalata Dasi, five sons Anil Kumar Datta, Sunil Kumar Datta, Samir Kumar Dutta and Bijan Kumar Dutta and two daughters namely Umarani Dutta and Ramarani Das as his heirs, heiresses and legal representatives who upon his death jointly inherited the shebaitship of the said Hindu Deity.

*Bijan Kumar Datta*

N. The said Umarani Dutta and Ramarani Das never acted as shebait of the said Hindu Deity.

O. The said Ashalata Dasi died on the 8<sup>th</sup> day of August, 1998.

P. The Shebait hereon since have been continuing to act as the shebait of the said Hindu Deity.

Q. The Shebait have been facing difficulty in paying the taxes and outgoings including the costs of repair and maintenance of the said premises on regular basis.

*Anil Kumar Datta*

*Sunil Kumar Datta*

*Samir Kumar Datta*

*Anil Kumar Datta*

*Bijan Kumar Datta*

For KYAL DEVELOPERS PVT. LTD.

*Rehman Singh*

Director



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