



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 701552

For AMCDI
Anshu Kumar

Tapash Biswas

**SUPPLEMENTARY AGREEMENT TO BE TREATED AS
PART AND PARCEL OF DEVELOPMENT AGREEMENT
VIDE DEED NO 163000508 FOR THE YEAR 2018
REGISTERED IN DSR-V, ALIPORE.**

THIS MEMORANDUM OF AGREEMENT is made this the
07TH day of May, Two Thousand Nineteen (2019)

BY AND BETWEEN

SRI TAPASH BISWAS (PAN CARD NO: BIZPB0671A), son of
Late Jitendra Nath Biswas, by faith - Hindu, by occupation -
Pensioner, by Nationality - Indian, residing at 6/6, Vivek Nagar, Post

21166

115 JAN 2016

No.....Rs. 50/- Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol - 27

B. C. LAHIRI
Advocate
ALIPUR JUDGE COURT
KOL-27



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Office – Santoshpur, Police Station – Kasba now Garfa, Kolkata – 700075, temporarily residing at Mackensenstrasse-9, 75397 Simmozheim, Germany, hereinafter called and referred to as the OWNER/FIRST PARTY (which expression shall mean and include their heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

AMCON, (PAN CARD NO: AAKFA5530F) a Partnership Firm having its Principal place of Business at 4/27, Viveknagar, Post Office – Santoshpur, P.S. Garfa, Kolkata – 700 075, represented by its Partners namely (1) SRI ANINDYA KUNDU (PAN CARD NO: BRXPK8425J), son of Late Arabinda Kundu, by religion – Hindu, by occupation – Business, residing at 31/A, Garfa Main Road, Post Office – Santoshpur, P.S. Garfa, Kolkata – 700 075, and (2) SRI MRITUNJAY DAS @ MRITYUNJAY DAS, (PAN CARD NO: AWYPD8768L), son of Sri Gouranga Das, by religion – Hindu, by occupation – Business, residing at 4/12, Vivek Nagar, Post Office – Santoshpur, P.S. Garfa, Kolkata – 700 075, hereinafter called and referred to as the “DEVELOPERS/SECOND PARTY” (which term or expression shall mean and include its successor or successors in office and assign or assigns) of the OTHER PART.

AND WHEREAS after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstance beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residents in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

FOR AMCON
Partner
Mandir Das

Business
Tapesh

AND WHEREAS one **SRI JITENDRA NATH BISWAS**, son of Late Nabadwip Biswas was one of such person who had come to use and occupy such a piece of land measuring 04 Kottha, 03 Chittaks and enjoyed the said land as a refugee occupier.

AND WHEREAS the Governor of the State of West Bengal in this process executed and Registered a Deed of Gift on 06th day of April, 1989, through R.R. & R. Deptt. Govt. of West Bengal in favour of **SRI JITENDRA NATH BISWAS**, son of Late Nabadwip Biswas as in respect of the said plot of land measuring 04 Kottha, 03 Chittaks, be the same a little more or less Homestead land, lying and situated at situated at Mouza - Garfa, J.L. No.19, in C.S. Plot No. 372P, E.P No-301(SP-275), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas, which Gift Deed was duly registered in the Office of the Addl. Dist. Registrar at Alipore, South 24-Parganas, and recorded in Book No. I. Volume No. 28, Pages 33 to 36, Being No.2034, for the year 1989.

AND WHEREAS after registration of the said Gift Deed in respect of the said land, said **SRI JITENDRA NATH BISWAS**, son of Late Nabadwip Biswas became the absolute owner seized and possessed the said plot of land measuring 04 Kottha, 03 Chittaks, be the same a little more or less Homestead land, lying and situated at situated at Mouza - Garfa, J.L. No.19, in C.S. Plot No. 372P, E.P No-301(SP-275), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas (Mailing Address 6/6, Vivek Nagar, Kolkata - 700075), P.S- Kasba now Garfa.

AND WHEREAS while enjoying the said land, the said Sri Jitendra Nath Biswas died intestate on 01.01.1992 leaving behind his wife Smt Sudha Rani Biswas and his two sons namely Sri Tarun Kumar Biswas and Sri Tapash Biswas as his only legal heirs according to the Hindu Succession Act 1956.

AND WHEREAS after the death of Jitendra Nath Biswas, the said Smt Sudha Rani Biswas & Sri Tarun Kumar Biswas and Sri Tapash Biswas became the absolute joint Owners of the said plot of land measuring 04 Kottha, 03 Chittaks, be the same a little more or less Homestead land, lying and situated at situated at Mouza - Garfa, J.L.

FOR AMCDDI
Mukuldeep Das
Partner

Tapash Biswas

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No.19, in C.S. Plot No. 372P, E.P No-301(SP-275), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas (Mailing Address 6/6, Vivek Nagar, Kolkata - 700075), P.S- Kasba now Garfa

AND WHEREAS while enjoying the said land, the said Smt Sudha Rani Biswas died intestate on 26/11/2003 leaving behind her two sons namely Sri Tarun Kumar Biswas and Sri Tapash Biswas as her only legal heirs according to the Hindu Succession Act 1956.

AND WHEREAS after the death of Sudha Rani Biswas, the said Sri Tarun Kumar Biswas and Sri Tapash Biswas became the absolute joint Owners of the said plot of land measuring 04 Kottha, 03 Chittaks ; be the same a little more or less Homestead land, lying and situated at situated at Mouza – Garfa , J.L. No.19, in C.S. Plot No. 372P, E.P No-301(SP-275), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas (Mailing Address 6/6, Vivek Nagar, Kolkata - 700075), P.S- Kasba now Garfa and they mutated their names in the records of the Kolkata Municipal Corporation as the owners and the plot was assigned **KMC Premises No: 15, Vivek Nagar Block-VI, Ward-104, being postal Address: 6/6, Viveknagar, P.S- Kasba now Garfa , Kolkata-700075.**

AND WHEREAS while enjoying the said land, the said Sri Tarun Kumar Biswas died intestate as a Bachelor on 29/05/2010 leaving behind his brother **SRI TAPASH BISWAS** as his only legal heir according to the Hindu Succession Act 1956.

AND WHEREAS after the death of Tarun Kumar Biswas , the said Sri Tapash Biswas became the absolute Owner of the said plot of land measuring 04 Kottha, 03 Chittaks , be the same a little more or less Homestead land, lying and situated at situated at Mouza – Garfa , J.L. No.19, in C.S. Plot No. 372P, E.P No-301(SP-275), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas (Mailing Address 6/6, Vivek Nagar, Kolkata - 700075), P.S- Kasba now Garfa being **KMC Premises No: 15, Vivek Nagar Block-VI, Ward-104, being postal Address: 6/6, Viveknagar, P.S- Kasba now Garfa , Kolkata-700075.**

FOR AMCORD
Sudhakar
Mukherjee
Dated: 10/01/05

Tapash Biswas

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AND WHEREAS after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstance beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residents in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS one **SRI TARUN KUMAR BISWAS**, son of Late Jitendra Nath Biswas was one of such person who had come to use and occupy such a piece of land measuring 01 Kottha, 15 Chittaks and enjoyed the said land as a refugee occupier.

AND WHEREAS the Governor of the State of West Bengal in this process executed and Registered a Deed of Gift on 17th day of February, 2003, through R.R. & R. Dept. Govt. of West Bengal in favour of Sri Tarun Kumar Biswas, son of Late Jitendra Nath Biswas in respect of the said plot of land measuring 01 Kottha, 15 Chittaks, be the same a little more or less Homestead land, lying and situated at situated at Mouza - Garfa, J.L. No.19, in C.S. Plot No. 372(P), E.P No-302(SP-276), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas, which Gift Deed was duly registered in the Office of the Addl. Dist. Registrar at Alipore, South 24-Parganas, and recorded in Book No. I. Volume No. I, Pages 157 to 160, Being No.40, for the year 2003.

AND WHEREAS after registration of the said Gift Deed in respect of the said land, said Sri Tarun Kumar Biswas, son of Late Jitendra Nath Biswas became the absolute owner seized and possessed the said plot of land measuring 01 Kottha, 15 Chittaks, be the same a little more or less Homestead land, lying and situated at situated at Mouza - Garfa, J.L. No.19, in C.S. Plot No. 372(P), E.P No-302(SP-276), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas (Mailing Address 6/7, Vivek Nagar, Kolkata - 700075), P.S- Kasba now Garfa and he mutated his name in the records of the

FOR AMCOI
Andyokan
Partner
Munir 009-105

Tarun Biswas

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Kolkata Municipal Corporation as the owner and the plot was assigned **KMC Premises No: 30, Vivek Nagar Block-6, Ward-104, being postal Address 6/7, Viveknagar, P.S- Kasba now Garfa , Kolkata-700075.**

AND WHEREAS while enjoying the said land, the said **SRI Sri Tarun Kumar Biswas** died intestate as a Bachelor on 29/05/2010 leaving behind his brother **SRI TAPASH BISWAS** as his only legal heir according to the Hindu Succession Act 1956. Be it mentioned that both the father and mother of Tarun Kumar Biswas were **predeceased.**

AND WHEREAS SRI TAPASH BISWAS became the absolute owner of said plot of land measuring 04 Kottha, 03 Chittaks , be the same a little more or less Homestead land, lying and situated at situated at Mouza – Garfa , J.L. No.19, in C.S. Plot No. 372P, E.P No-301(SP-275), under P.S. Kasba, within the jurisdiction of the District South 24-Parganas (Mailing Address 6/6, Vivek Nagar, Kolkata - 700075), P.S- Kasba now Garfa being **KMC Premises No: 15, Vivek Nagar Block-6, Assessee Number: 311044400150, Ward-104, being postal Address: 6/6, Viveknagar, under P.S. Kasba now Garfa, Post Office – Santoshpur , Kolkata-700075.**

AND WHEREAS SRI TAPASH BISWAS became absolute Owner of the said plot of land measuring 01 Kottha, 15 Chittaks , be the same a little more or less Homestead land, lying and situated at situated at Mouza – Garfa , J.L. No.19, in C.S. Plot No. 372(P), E.P No-302(SP-276), under P.S. Kasba, within the jurisdiction of the District South 24-being **KMC Premises No: 30, Vivek Nagar Block-6, Assessee Number: 311044400307, Ward-104, being postal Address: 6/7, Viveknagar, under P.S. Kasba now Garfa, Post Office – Santoshpur , Kolkata-700075.**

FOR AMCORI
Mukulkrishna Das
Partner

Tapash Biswas

AND WHEREAS SRI TAPASH BISWAS amalgamated both the plots of land in the records of Kolkata Municipal Corporation and the amalgamated plot is now known and numbered as KMC Premises No: 30, Vivek Nagar Block-6, Assessee Number: 311044400307, Ward-104, being postal Address: 6/6, Viveknagar, under P.S. Kasba now Garfa, Post Office – Santoshpur , Kolkata-700075 being more and fully described in 'Schedule-'A' hereinunder and it is free from all encumbrances and referred to as the 'Said Premises' henceforth.

AND WHEREAS the said SRI TAPASH BISWAS, as Present Owner and the party of the FIRST PART is desirous to develop his said premises by constructing an Ownership Flat system building on his said Premises more and fully described in 'Schedule -'A' herein under thorough an efficient Developers/Developers who have sufficient resources to do so and coming to know the intention of the Owner, the Developers herein have proposed to the Owner to appoint them as Developers for such construction of a proposed Multistoried storied Building on the said premises.

AND WHEREAS the Owner has agreed to allow the Developers to develop the Schedule 'A' land by constructing a new proposed Multistoried storied Building at their own costs on the terms and conditions which are fully described in the registered Development Agreement which has been registered on the 9th day of March, in DSR – V, Alipore , vide Book—I, Volume Number 1630-2018, Pages from 16619 to 16673, being Deed No: 163000508 for the year 2018.

AND WHEREAS the Owner has also granted a Registered Development Power of Attorney to the Developers in connection with the said Development Agreement and the said Power of Attorney has been registered on the 9th day of March, in DSR – V, Alipore , vide Book—I, Volume Number 1630-2018, Pages from 22150 to 22181, being Deed No: 163000654 for the year 2018.

AND WHEREAS in Page-31, para C of the abovementioned registered Development Agreement, it has been mentioned that Owner and the Developer shall subsequently sign a Supplementary Memorandum of Agreement regarding the Owner's (Mentioned

For AMCOR
Munishwar Das
Partner

Tapash Biswas -

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in Schedule 'B' hereinafter) allocation and the Developers' allocation (Mentioned in Schedule 'C' hereinafter) , where there will be specific description of all the flats in all floors and car parking spaces which has been allotted to the Owner and the Developer and the subsequent Memorandum of Agreement shall be treated as part and parcel of this Agreement

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS AGREED BY AND BETWEEN THE PARTIES HEREIN as follows :-

1. That in connection to the development of the said land measuring about 06 Cottahs 02 Chittacks. of the said premises at Mouza-Garfa, J.L. No. 19, in the District of South 24 Parganas, within the limits of Kolkata Municipal Corporation, now known as and numbered as **KMC Premises No: 30, Vivek Nagar Block-6, Assessee Number: 311044400307, Ward-104, being postal Address: 6/6, Viveknagar, under P.S. Kasba now Garfa, Post Office - Santoshpur, Kolkata-700075** more and fully described in Schedule-'A' hereinafter, and construction of new multistoried building thereupon as per proposed plan to be sanctioned by the Authority concerned and also for completion of all Flats, Car Parking Spaces, shops and other spaces thereon, the Owner and the Developers hereby agree to be allotted Flats and Car parking Spaces in the proposed new multistoried building as per Schedule 'B' & Schedule 'C' respectively mentioned herein under in this Agreement and marked in Red and Yellow border respectively in the Allotment Plan attached herewith.
2. After getting sanction of the Building Plan from the Building Department of Kolkata Municipal Corporation and starting construction, the Developers are at liberty to make advertisement for the purpose of construction, to negotiate and enter into any kind of Agreement with the intending Buyer/Purchasers, to take Advance and/or Full/Part Consideration Money from intending purchasers of the Flats,

FOR AMCOI
Signature
Munishwar Das

Tapsish Das

Car Parking Spaces and any other spaces in respect of the Developer's Allocation more and fully described in the Schedule 'C' of this Agreement and marked in Yellow border in the Allotment Plan attached herewith.

3. After getting sanction of the Building Plan from the Building Department of Kolkata Municipal Corporation and starting construction, the Developers are fully entitled to present before the Registrar or any registration office namely Registrar of Assurance, Sub-Registrar at Sealdah, Additional District Sub-Registrar at Alipore, DSR-III at Alipore, South 24 - Parganas, District Registrar or any other Registrars for the purpose of registration of the Agreement/ Agreements, Deed of Conveyance of Flats, Car Parking Spaces and any other spaces or parts or portion to be constructed by the said Developer at the said premises and after completion of the proposed new Four Storied building to deliver the possession of the Flats, Car Parking Spaces, other spaces and common positions from the Developer' Allocation in respect of the Developer's Allocation more and fully described in the Schedule 'C' of this Agreement and marked in Yellow border in the Allotment Plan attached herewith.

4. After completion of construction and getting possession from the Developers, the Owner is fully entitled to enjoy or dispose of Flats and Car Parking Space in respect of Owner's Allocation more and fully described in the Schedule 'B' of this Agreement and marked in Red border in the Allotment Plan attached herewith except Flat No-GB in the Eastern side of the Ground Floor of the proposed Four Storied Building and Flat No-GC in the South-Eastern side of the Ground Floor of the proposed Four Storied Building , which shall be used for rehabilitation purpose of the Tenants/Occupiers/Dependants of the Owner.

FOR AMCOI
Partner
Munishwar Das

Tapash Biswas

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5. The Flat No-GA in the North- Eastern side of the Ground Floor of the proposed Four Storied Building marked in Yellow border in the Allotment Plan attached herewith has been allotted to the Developers in lieu of the amicable settlement reached by the Developers with Smt Santwana Chakraborty, wife of Late Sudarshan Chakraborty, who was a tenant under the owner and subsequent vacating of her tenanted portion in the said premises.
6. The Owner herein is temporarily residing at Mackensenstrasse-9, 75397 Simmozheim, Germany and he shall arrange to duly certify the authenticity of this Supplementary Memorandum of Agreement being signed herein from any competent legal person or authority from his place of temporary residence.
7. This Supplementary Memorandum of Agreement signed here shall be treated as part and parcel of the registered Development Agreement which has been registered on the 9th day of March, in DSR - V, Alipore , vide Book—I, Volume Number 1630-2018, Pages from 16619 to 16673, being Deed No: 163000508 for the year 2018 in connection with development of KMC Premises No: 30, Vivek Nagar Block-6, Assessee Number: 311044400307, Ward-104, being postal Address: 6/6, Viveknagar, under P.S. Kasba now Garfa, Post Office – Santoshpur, Kolkata-700075.
8. That the Owner and the Developers have agreed in all matters herein written and have signed and executed this with full satisfaction willingly without being instigated by others.

Sudarshan Chakraborty
Partner
FOR AMCOI I
Partner
Mundanki Das

Tapash Bhattacharya

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SCHEDULE 'A' REFERRED TO ABOVE
(Description of the amalgamated land)

ALL THAT the piece and parcel of baastu of land measuring 06 Kottha, 02 Chittaks , be the same a little more or less Homestead land, lying and situated at situated at Mouza – Garfa , J.L. No.19, under P.S. Kasba now Garfa, Post Office – Santoshpur, within the jurisdiction of the District South 24-being **KMC Premises No: 30, Vivek Nagar Block-6, Assessee Number: 311044400307, Ward-104, being postal Address: 6/6, Viveknagar, P.S- Kasba now Garfa , Kolkata-700075**, it is butted and bounded in the following manner:-

ON THE NORTH	: EP 218
ON THE SOUTH	: Colony Road
ON THE EAST	: EP 303
ON THE WEST	: KMC Road

FOR AMCON
Munishree Das
Partner

Tarunishree Das

THE SCHEDULE 'B' REFERRED TO ABOVE
(Particulars of the Owner's Allocation)

SRI TAPASH BISWAS, son of Late Jitendra Nath Biswas, by faith - Hindu, by occupation - Pensioner, by Nationality - Indian, residing at 6/6, Vivek Nagar, Post Office - Santoshpur, Police Station - Kasba now Garfa, Kolkata - 700075 hereinafter called and referred to as the **OWNER/FIRST PARTY** (which expression shall mean and include her heirs, executors, administrators, representatives and assigns) shall be allocated:

1. Flat No-**GB** in the Eastern side of the Ground Floor of the proposed Four Storied Building marked in Red Border in the Allotment Plan attached herewith.(The Flat-GB shall be used for rehabilitation purpose of the Tenant/Occupier/Dependant of the Owner.).
2. Flat No-**GC** in the South-Eastern side of the Ground Floor of the proposed Four Storied Building marked in Red Border in the Allotment Plan attached herewith.(The Flat-GB shall be used for rehabilitation purpose of the Tenant/Occupier/Dependant of the Owner.).
3. Car Parking Space No-**GD** in the Southern side of the Ground Floor of the proposed Four Storied Building marked in Red Border in the Allotment Plan attached herewith.

Anindya Kumar
Partner
FOR AMCOR
Munishwar Das
Partner

Tapash Biswas

THE SCHEDULE 'C' REFERRED TO ABOVE
(Developers' Allocation)

ALL THAT the piece and parcel of the proposed Four Storie building constructed on the Schedule - "A" land, save and excepting the Owner's Allocation as mentioned in the Schedule - "B" above shall go into the allocation of the Developers, namely AMCON, a Partnership Firm having its Principal place of Business at 4/27, Viveknagar, P.S. Garfa, Kolkata - 700 075, Represented by its Partners namely (1) SRI ANINDYA KUNDU son of Late Arabinda Kundu, by religion - Hindu, by occupation - Business, residing at 31/A, Garfa Main Road, P.S. Garfa, Kolkata - 700 075, and (2) SRI MRITUNJAY DAS, son of Sri Gouranga Das, by religion - Hindu, by occupation - Business, residing at 4/12, Vivek Nagar, P.S. Garfa, Kolkata - 700 075, , or their successor or successors in office and assign or assigns).

The Developers shall be allocated:

1. Flat No-GA in the North-Eastern side of the Ground Floor of the proposed Four Storie Building marked in Yellow Border in the Allotment Plan attached herewith (The Flat No-GA has been allotted to the Developers in lieu of the amicable settlement reached by the Developers with Smt Santwana Chakraborty, wife of Late Sudarshan Chakraborty, who

Anindya Kundu
Partner
FOR AMCON
Mritunjay Das
Partner

Tapas Biswas

was a tenant under the owner and subsequent vacating of her tenanted portion in the said premises.)

2. Portion Marked as **GC** in the Western side of the Ground Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.
3. Flat No-**1C** in the North-Eastern side of the First Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.
4. Flat No-**1D** in the South-Eastern side of the First Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.
5. Flat No-**1A** in the North-Western side of the Second Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.
6. Flat No-**1B** in the South-Western side of the First Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.
7. Flat No-**3A** in the North-Western side of the Third Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.
8. Flat No-**3B** in the South-Western side of the Third Floor of the proposed Four Storied Building marked in Yellow Border in the Allotment Plan attached herewith.

For AMCOH
Partner
Munishwar Das
Partner

Tajash Bawa

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

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES :-

1) *সৌম্যেন্দ্র ক্রি.২*
কিতা- *সৌম্যেন্দ্র ক্রি.২*

Tapash Biswas.
SIGNATURE OF THE FIRST
PARTY/ OWNER

2)
Haldogard Biswas

For AMCOIL
Ardyabhan Munkherjee Das
Partner Partner
SIGNATURE OF THE SECOND
PARTY/DEVELOPERS

Urkundenrolle Nr. 993/2019 H

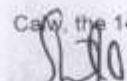
Authentication of Signature

I hereby certify the signatures of

1. Mrs. Hildegard Biswas, born on September, 24 th 1940
residing at D-75397 Simmozheim, Mackensenstraße 9
2. Mr. Tapash Biswas, born on November, 20 th 1933
residing at D-75397 Simmozheim, Mackensenstraße 9

under the document overleaf and identified themselves by means of their identity cards.

CaW, the 14. th of May 2019


Heike Stößer, notary

