

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

33AA 636156



SUPPLEMENTARY DEED OF DEVELOPMENT  
AGREEMENT

THIS SUPPLEMENTARY DEED OF  
DEVELOPMENT AGREEMENT made this the  
18/11 day of NOVEMBER, Two  
thousand and Twenty Four (2024)

BETWEEN



12 NOV 2024

• 00245

01 FEB 2024

No..... ₹20/- Date.....

Arnitabha Ray

Name : ..... Advocate

ALIPORE POLICE COURT

Address : ..... KOLKATA-700017

Vendor : .....

Alipore Collectorate, 24 Pgs. (Settled)

**SUBHANKAR DAS**

STAMP VENDOR

Alipore Police Court, K-27



**SMT. MAYA DAS (PAN GPTPD3921M, AADHAAR NO 2957 1826 1588)** Wife of Bimal Das, Daughter of Late Sudhir Kumar Ghosh by faith-Hindu, by Occupation- House Wife, residing at 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700 061 hereinafter called and referred to as the **'OWNER/FIRST PARTY'** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

**AND**

**M/S. KAMAKHYA CONSTRUCTION (PAN- AAWFK4286A),** a Partnership Firm having its office at 70, Bhupen Roy Road, Kolkata - 700034 being represented by its Partners **1. SRI RAJIB CHAKRABORTY (PAN - AEOPC8681B, AADHAAR NO- 8840 1853 5332)** son of Late Samir Chakraborty, By faith Hindu, By Nationality - Indian, By Occupation Business, of 70, Bhupen Roy Road, Kolkata-700034 AND **2. SRI GANESH PAUL (PAN - AKCPP8838R, AADHAAR NO- 792072370325),** son of Late Anil Krishna Pal By faith Hindu, By Nationality - Indian, By Occupation Business, of Ketopol, Beldanga Road, P.O- jate Shibrampur, P.S- Maheshtala, Kolkata-700141, hereinafter called and referred to as the of the **'DEVELOPER / SECOND PARTY'** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors, successors-in-office and/or permissive assigns) of the **OTHER PART.**

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Ganesh Paul

Partner

KAMAKHYA CONSTRUCTION

Rajib Chakraborty

Partner

Maya Das



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**WHEREAS** one Sri Kalipada Mukhopadhyay was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 1.37 (one point three seven) acres, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui, **J.L.** No. 3, R.S. No.80, Collectorate Touzi No. 351, at Biren Ray Road (West) now known as Ho-Chi- Minh Sarani, Police Station- Behala now Parnasree, within, the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No. 128, District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas.

**AND WHEREAS** the said Kalipada Mukhopadhyay died intestate leaving behind his only son namely Sri Bibhuti Bhusan Mukhopadhyay as his heirs and after the demise of Sri Kalipada Mukhopadhyay his only son Sri Bibhuti Bhusan Mukhopadhyay become the owner of the property left by Kalipada Mukhopadhyay and enjoying the same by paying taxes and outgoings to the appropriate authority. The name of Sri Bibhuti Bhusan Mukhopadhyay was published and recorded under Revisionsal Settlement in respect of land measuring 1.37 acres lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui.

**AND WHEREAS** during the lifetime the said Sri Bibhuti Bhusan Mukhopadhyay sold a part of the aforesaid property and he retained **ALL THAT** piece and parcel of land measuring 1 (one)

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Partner

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Partner

Mazda Das



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Bigha 14 (fourteen) Cottahs, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parul.

**AND WHEREAS** the said Sri Bibhuti Bhusan Mukhopadhyay died intestate leaving behind his wife Smt. Basanti Devi, two sons Ask Kumar Mukhopadhyay and Sri Swapan Kumar Mukhopadhyay, one unmarried daughter Miss. Sobha Mukhopadhyay and two married daughters Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay as his heirs and after the demise of Sri Bibhuti Bhusan Mukhopadhyay his wife, two sons and three daughters inherited the said property according, to law.

**AND WHEREAS** after getting the aforesaid property by virtue of inheritance, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay were jointly seized and possessed of the same as owners and enjoying it by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** by virtue of a registered Deed of Conveyance, dated 20.09.1978, the said Smt. Basanti Devi, Sri Asit Kumar Mukhopadhyay, Sri Swapan Kumar Mukhopadhyay, Miss. Sobha Mukhopadhyay, Smt. Rekha Chakraborty and Smt. Anima Bandyapadhyay sold, transferred and conveyed ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No.

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Partner

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Rishi Chakraborty  
Partner

Maya Das



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520 of Mouza ; Parui unto and in favour of **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh. The said Deed was registered at the Office of the Sub-Registrar at Behala and recorded in Book No. 1, Volume No. 40, Page Nos. 96 to 101, Being No. 1936 for the year 1978.

**AND WHEREAS** after purchasing the aforesaid property., the said **Sri Sukumar Ghosh and Sri Naba Kumar Ghosh**, both sons of Late Sudhir Kumar Ghosh were jointly seized and possessed of the same as owners and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** owing to disturbances in joint possession and for better and beneficial enjoyment, the said Sri Sukumar Ghosh and Sri Naba Kumar Ghosh, executed and registered a Deed of Partition dated 04.05.1988 in respect of ALL THAT piece and parcel of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, lying and situate in R.S. Dag No. 2946, under R.S. Khatian No. 520 of Mouza : Parui. The said Deed was registered at the office of Additional District Sub-Registrar at Behala and entered in Book No.1, Being No. 1347 for the year 1988.

**AND WHEREAS** by virtue of the said Deed of Partition, the said Sri Sukumar Ghosh as party of the First part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, from the western side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has

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Partner

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Rajib Chakraborty  
Partner

Mouza Das



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been mentioned in Schedule "kha" therein and delineated with "RED" border and marked as "A" together with all right of easements, facilities and amenities annexed thereto, while the said Sri Naba Kumar Ghosh as party of the Second part got ALL THAT piece and parcel of demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, from the eastern side out of total land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, which has been mentioned in First Schedule therein and delineated with "YELLOW" border and marked as "B" together with right of easements facilities and amenities annexed thereto.

**AND WHEREAS** after getting demarcated land by virtue of the Deed of Partition, the said Sri Sukumar Ghosh, got his name mutated and separately assessed in respect of ALL THAT piece and, parcel of-demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, in the records of the Kolkata Municipal Corporation and it has since been known as 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-0371-8** and enjoying the same by paying taxes and outgoings to the appropriate authority. The said Sri Sukumar Ghosh constructed building upon the aforesaid property and was residing there with the members of his family. The said Sri Sukumar Ghosh got his name mutated and recorded in respect of land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, equivalent to 2 (two)

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Ma. Ya. Das



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decimals in the records of B.L. & L.R.O. under L.R. Khatian No.4538.

AND WHEREAS the said Sri Sukumar Ghosh died intestate on 27.08.1994 leaving behind his wife **Smt. Dolly Ghosh**, three daughters namely **Soma Shett (Nee Ghosh)**, **Smt. Sikha Bhattacharya (Nee Ghosh)**, **Smt. Tanushree Ghosh (Nee Ghosh)**, and one son namely **Sri Subrata Ghosh** and inherited undivided 1/5<sup>th</sup> share in the aforesaid property jointly according to law.

AND WHEREAS Said **Smt. Dolly Ghosh**, **Soma Shett (Nee Ghosh)**, **Smt. Sikha Bhattacharya (Nee Ghosh)**, **Smt. Tanushree Ghosh (Nee Ghosh)**, and **Sri Subrata Ghosh** became the absolute owner of the said land measuring 1 (one) Cottahs 8 (eight) Chittacks and 30 (thirty) Square feet, be the same or little more or less, and they mutated their name in the records of the Kolkata Municipal Corporation and it has since been known as as KMC premises No 268, Ho-Chi-Minh Sarani corresponding to mailing address 268/N/1, Ho-Chi-Minh Sarani, being **Assessee No- 411-28-110-371-8** Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061,

AND WHEREAS after getting demarcated land by virtue of the Deed of Partition, the said **Sri Naba Kumar Ghosh**, became te absolute owner and got his name mutated and separately assessed in respect of **ALL THAT** piece and parcel of-demarcated land measuring 1 (one) Cottahs 8 (eight) Chittacks and 31 (thirty one) Square feet, be the same or little more or less, in the records

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Partner

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Rajib Chakraborty

Partner

Musla Das



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of the Kolkata Municipal Corporation and it has since been known as 268A, Ho-Chi-Minh Sarani corresponding to mailing address 268A, Ho-Chi-Minh Sarani, Sakuntala Park, Police Station-Behala now Parnasree, Kolkata-700061 under Assessee **No.41-128-11-1324-4**

AND WHEREAS by the virtue of deed of Exchange Dated 24/08/2020 Deed No 05303 & 05304 Registered at in the office of A.D.S.R Behala the said Smt. **Dolly Ghosh, Smt. Soma Sett Alies (Nee Ghosh), Smt. Sikha Bhattacharya (Nee Ghosh), Smt. Tanushree Ghosh (Nee Ghosh), Sri Subrata Ghosh and Naba kumar Ghosh** became the absolute and joint owner of land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala now Parnasree, Kolkata-700061, being **Assessee No- 411-28-110-371-8**, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128

**AND WHEREAS** one Sudhir Kumar Ghosh was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 5 (five) decimals, be the same or little more or less, by the virtue of **patta deed issued by sector land reform division Sadar circle behala of west Bengal govt. dated 20.05.1969** with full possession rights lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S.

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Gandhi Paul

Partner,

KAMAKHYA CONSTRUCTION

Rajni Chatterjee

Partner,

Moula Das





No.80, Collectorate Touzi No. 351, at Biren Roy Road (West) now known as Ho-Chi-Minh Sarani, Police Station- Behala now Parnasree, within the then South Suburban Municipality now within the territorial limits of Kolkata Municipal Corporation, under its Ward No.128 District Sub-Registration Office at Alipore and Additional District Sub-Registration Office at Behala, District: 24 Parganas now South 24 Parganas,

**AND WHEREAS** the said Sudhir Kumar Ghosh got it name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station-Behala now Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No. 128, under Assessee No. 41-128-11-0381-0.

**AND WHEREAS** the said Sudhir Kumar Ghosh died intestate on 01.11.1988 leaving behind his wife-Smt. Santiiata Ghosh, three sons-Sri Nabakumar Ghosh, Sri Sukumar Ghosh and Sri Bablu Ghosh and one daughter namely Smt. Maya Das, wife of Sri Bimal Das as his heirs and after the demise of Sudhir Kumar Ghosh his wife, three sons and one daughter inherited the aforesaid property jointly according to law each having undivided 1/5<sup>th</sup> share in it.

**AND WHEREAS** the said Sukumar Ghosh died intestate on 27.08.1994, leaving behind his wife Smt, Dolly Ghosh, three daughters namely Smt. Soma Sett, Smt. Sikha Bhattachatya, Smt. Tanusree Ghosh and one son namely Sri Subrata Ghosh and his mother Santiiata Ghosh and after the demise of Sukumar Ghosh

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his wife, three daughters, one son and his mother inherited undivided 1/5<sup>th</sup> share in the aforesaid property jointly according to law,

**AND WHEREAS** the said Santilata Ghosh died intestate on 23.11.2007, leaving behind her two sons-Sri Nabakumar Ghosh and Sri Bablu Ghosh and a daughter Smt. Maya Das, wife of Sri Bimla Das and daughter-in-law Smt. Dolly Ghosh, three grand daughters namely Smt. Soma Sett, Smt. Sikha Bhattacharjee, Smt. Tanusree Debnath and one grant son namely Sri Subrata Ghosh as her heirs, who inherited the property left by Santiata Ghosh jointly according to law.

**AND WHEREAS** the present Owners jointly owned and possessed of ALL THAT piece and parcel of demarcated land measuring 3 (three) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less, Along with one stored building standing thereupon, lying and situate in R.S. & L.R. Dag No. 2946, under R.S. Khatian No. 520 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351,at and being Premises No 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Assessee No. **411-28-110-371-8**, which has been specifically described in the SCHEDULE "A" hereunder.

**AND WHEREAS** the Owners herein also become the joint owners and also owned and possessed of undivided and undemarcated 1/4 share being land measuring of ALL THAT piece and parcel of

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land measuring about 5 decimals equivalent to 3 cottahs along with structure standing thereupon, lying and situate in R.S. Dag No. 2947/6, under R.S. Khatian No. 585 of Mouza : Parui, J.L. No. 3, R.S. No.80, Collectorate Touzi No. 351, at and being Municipal Premises No. 278, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061. within the territorial limits of Kolkata Municipal Corporation, in its Ward No.128, under Assessee No. 41-128-11-0381-0.

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Partner

**AND WHEREAS** by the virtue of deed of Gift/Exchange Dated 19.08.2020, 19/09/2020, Deed No **03739** the said 1 | **SMT**

**DOLLY GHOSH,** (2) **SRI SUBRATA GHOSH,** (3) **SOMA SETT**

**(NEE GHOSH),** (4) **SMT, SIKHA BHATTACHARJEE (NEE GHOSH),**

(5) **SMT. TANUHSREE DEBNATH ( NEE GHOSH),** (6) **SHRI NABA**

**KUMAR GHOSH** 7) **Shri BABLU GHOSH ,** 8). **SMT. MAYA DAS**

became the absolute and joint owner of land measuring 6 (Six)

Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the

same or little more or less situated in R.S. & L.R. Dag No. 2946,

2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R.

Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80,

Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani,

Police Station-Behala and being 268, Ho-Chi-Minh Sarani, Police

Station: Parnasree, Kolkata-700061, within the territorial limits of

Kolkata Municipal Corporation under Assessee No. **411-28-110-**

**371-8,** in its Ward No.128 **AND WHEREAS** during enjoyment of

the said property the Owner/First Party herein intends to develop

the said property by raising a modern decent residential building

thereon as per sanctioned plan to be sanctioned by the Kolkata

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Partner

Maya Das



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Municipal Corporation after demolition of the existing structure of said Shop Rooms standing thereon. But she realizes that it is quite impossible for him to develop the said property due to insufficient of ready fund and was in search of a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

**AND WHEREAS** knowing such intention of the Owners/First Party the Developer/Second Party herein approached to the Owners/First Party herein for the said development by construction of a "BUILDING" on the said property, morefully and particularly mentioned in the Schedule 'A' written hereunder, as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties to this Agreement.

**AND WHEREAS** having relied upon the aforesaid representation made by the Owner/First Party herein, the Developer herein has entered into a development agreement being No. .... for the year 2020 with the Owner herein i.e. **SMT. MAYA DAS** and **OTHERS** to develop the said property after demolishing the existing structure standing thereon by constructing a Multi-Storied Building at the said Premises in accordance with the building plan approved by the Kolkata Municipal Corporation and other allied works on the terms and conditions mentioned in the said agreement.

**AND WHEREAS** it was agreed in the said Development Agreement dated .....made between the Owner/First Party therein and the Developer/Second Party therein that as per Owner's

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Grandh Seal

Partner

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Partner

Maya Das



allocation Be it mentioned therein, in addition to the Owner's Allocation, the Developer shall render and pay from the date of execution of the instant Agreement, a sum of Rs. 75,000/- (Seventy Five Thousand — ) only to the Owner herein as Non Refundable consideration money only Following manners

Amount	Mode Of Payment and date
25,000/-	By cash - 31/05/18
25,000/-	By cash - 13/10/20

Except this owner's allocation and said financial transaction the said owners herein can't demand any thing from the developer herein.

(Description of the Total Property under Development)

**ALL THAT** piece and parcel of the brick built residential One storied building consisting of area of 500 sq.ft. built up and undivided proportionate share of the land measuring about 6 (Six) Cottahs 1 (one) Chittacks and 16 (sixteen) Square feet, be the same or little more or less situated in R.S. & L.R. Dag No. 2946, 2947/6 under R.S. Khatian No. 520, 585 corresponding to L.R. Khatian No.2068 of Mouza : Parui, J.L. No. 3, R.S. No.80,

Maya Das



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Grandish Sant  
Partner

KAMAKHYA CONSTRUCTION  
Rajib Chakraborty  
Partner

Collectorate Touzi No. 351, at and being 268, Ho-Chi-Minh Sarani, Police Station-Behala and being 268, Ho-Chi-Minh Sarani, Police Station: Parnasree, Kolkata-700061, within the territorial limits of Kolkata Municipal Corporation under Assessee No. 411-28-110-371-8, in its Ward No.128 in the District of South 24 Parganas togetherwith ingress and egress right through **Biren Roy Road (West)** together with all fence, drains, sewere, ways, paths, passage, water courses, lights, rights of ways and other rights, liberty, privileges, easements profits advantages appurtenances whatsoever to the said property or any part thereof and butted and bounded by:-

**ON THE NORTH : By 16 ft K.M.C. Road**

**ON THE SOUTH : By Biren Roy Road (West)**

**ON THE EAST : By Land of Mr. Sen**

**ON THE WEST : By Sakuntala Multiplex**

**IN WITNESS WHEREOF** the parties herein have executed this Supplementary Agreement for Development on the day month and year first above written.

**WITNESSES:-**

1.

*Maya Das*

(SIGNATURE OF THE OWNER)

2.

*Rajib Chatterjee*

*Ganesh Paul*

Partner

(SIGNATURE OF THE DEVELOPER)

Prepared in my office

*Identified by me*

*Sunanda Mandal*

Advocate

12 NOV 2024

Signature Attested  
on Identification

*A. K. Sinha*

A. K. Sinha, Notary  
Allpore Judges/Police Court, Cal-27  
Regd. No. 606/1995 Govt. of India

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.....  
THE 12<sup>th</sup> DAY OF NOV. 2024  
.....



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Paper Writings 'A'  
&  
The Relative Notarial  
Certificate



*A. K. Sinha*

Advocate

ALIPORE POLICE / JUDGES COURT

**NOTARY**  
Govt. of India  
Regd. No. 608/95

**ADDRESSES**

Alipore Police Court	Resi :
Room No - 2	8A, Nakuleswar
Telephone - 2479-1068	Bhattacharjee Lane
	Calcutta - 700026
	Phone - 2463-6454