



29/06/22

Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)



KNOW ALL MEN BY THESE PRESENTS I, SUKUMAR CHANDRA GHOSH Advocate & Notary practicing in the Allpore Police Court having my ordinary professional address at Village-Putkhall, P.O.- Daulatpur, P.S.- Maheshala, District South 24 Parganas within Sub Division- Allpore Sadar, Dist- South 24 Parganas of the state of West Bengal within union of India do hereby declare that the paper writings & documents annexed hereto and collectively marked with the letter 'A' hereinafter called the 'Paper Writings 'A' as presented before me by the Executant(s).

Supplementary Development Agreement

Sri Chitta Ranjan Naskar & family
Batal Chandra Naskar &
Birji Parbapara, P.O. Gara, P.S.
Katali, Kd-70004

hereinafter referred to as executant(s) on this the 2nd day of June Two Thousand Twenty Two

The executant / executant(s) having admitted the "Paper Writings" "A" in respective hand (s) in the presence of the witness (es) who as such subscribe(s) signature(s) thereon and being satisfied as to the identity of the executants(s) and the said execution of the "Paper Writings A" I Verify, Authenticate And Attest The Execution Of The "Paper Writings A" in the Respective Hand(s). Of The Executant(s)

AN ACT WHERE OF being Required Of A Notary I Have Granted THESE PRESENTS As My NOTARIAL CERTIFICATE To Serve And Avail Of As Needs Or Occasions Shall Or May Arise For The Same.

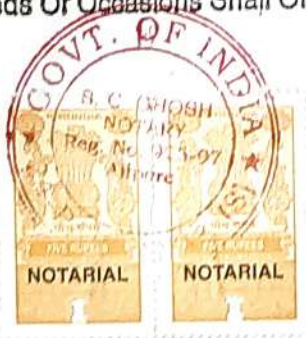
IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office on this 2nd day of June 2022

Sukumar Chandra Ghosh
Sukumar Chandra Ghosh

Notary

Govt. Of India, Regn. No.-925/97

Mobile : 94332 37084
: 7003130930



B. C. GHOSH
NOTARY
Govt. of India
Regn. No. 925/97

02 JUN 2022

SL. NO. 12/2022



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

65AB 619485



SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on this 02nd day of June, Two Thousand and Twenty Two (2022) BETWEEN SRI CHITTA RANJAN NASKAR; PAN : AEOPN6340Q, Aadhaar No. 5107 8151 5000, son of Late Badal Chandra Naskar, by Nationality - Indian, by faith - Hindu, by occupation - Retired Person, residing at Brij Purba Para, Post Office - Garia, Police Station - Patuli, Kolkata - 700084, hereinafter called and referred to as the **OWNER/LAND OWNER/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.



Chittaranjan Naska

GANAPATI BUILDERS
[Signature]
Proprietor
02 JUN 2022

AND



M/S. GANAPATI BUILDERS, a proprietorship business concern, having its office at 78, Rabindra Pally, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, represented by its sole proprietor SRI RAJESH KUMAR SAHA, PAN : BDWPS4705G, Aadhaar No. 3805 7710 2947, son of Late Guna Kanta Prasad Saha, by Nationality – Indian, by faith – Hindu, by occupation – Business, residing at A/78/2, Rabindra Pally, Post Office – Baghajatin, Police Station – Patuli, Kolkata – 700086, hereinafter called and referred to as the DEVELOPER/ SECOND PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors, administrators, legal representatives, successors-in-interest, successors-in-office and successors-in-assigns) of the OTHER PART.

WHEREAS Sri Badal Chandra Naskar, Sri Charu Naskar alias Sri Charu Chandra Naskar and Sri Tarani Naskar, all are sons of Late Srihari Naskar, became joint owners of landed property in various plot of Mouza : Brijji, J.L. No. 27, Touzi No. 39, R.S. No. 1, Sub-Registry Office at Alipore, P.S. Jadavpur now Patuli, in District : South 24-Parganas;

AND WHEREAS after death of said Badal Chandra Naskar and Charu Naskar and for better utilisation of the aforesaid property, said Sri Tarani Naskar filed a Partition Suit vide Title Suit No. 82 of 2000 before the Ld. 5th Court of Civil Judge (Senior Division) at Alipore, South 24-Parganas against the legal heirs of said Badal Chandra Naskar and Charu Naskar;

AND WHEREAS by aforesaid Partition Suit vide Title Suit No. 82 of 2000, the Ld. Court passed an order dated 13/07/2001 on the basis of joint compromise petition and prayed by the parties therein that the suit be decreed on compromise in respect of their land in aforesaid various Dag/plots in Mouza : Brijji, J.L. No. 27, Touzi No. 39, Pargana : Khaspur, Sub-Registry Office at Alipore, P.S. Jadavpur now Patuli, in District : South 24-Parganas;



AND WHEREAS by aforesaid Partition Suit the legal heirs of said Badal Chandra Naskar, namely Sri Chitta Ranjan Naskar, Sri Biswanath Naskar, Smt. Saraswati Naskar, Smt. Matangani Naskar alias Smt. Papula Naskar and Smt. Swetangini Naskar had been allotted land measuring about 9 Cottahs 1 Chittacks 9 Sq.ft. in R.S. Dag No. 738 under R.S. Khatian No. 10, 3 Cottahs 1 Chittacks 0 Sq.ft. in R.S. Dag No. 585 under R.S. Khatian No. 127, and 3 Cottahs 5 Chittacks 14 Sq.ft. in R.S. Dag No. 725 under R.S. Khatian No. 86, in Mouza : Brijji, J.L. No.

Chitta Ranjan Naskar

GANAPATI BUILDERS

02 JUN 2022

Rajesh Kumar Saha
Proprietor



27, Touzi No. 39, Pargana : Khaspur, Sub-Registry Office at Alipore, P.S. Jadavpur, now Patuli, in District : South 24-Parganas;

AND WHEREAS thereafter aforesaid Sri Biswanath Naskar filed a Partition Suit vide Title Suit No. 157 of 2001 before the Ld. 5th Court of Civil Judge (Senior Division) at Alipore, South 24-Parganas against the aforesaid co-owners Sri Chitta Ranjan Naskar, Smt. Saraswati Naskar, Smt. Matangani Naskar alias Smt. Papula Naskar and Smt. Swetangini Naskar in respect of their aforesaid allotted landed property;

AND WHEREAS by virtue of order and decree dated 28/02/2002 of the aforesaid Partition Suit vide Title Suit No. 157 of 2001, said Sri Chitta Ranjan Naskar, the Land Owner herein, had been absolutely allotted a plot of land measuring about 9 (nine) Cottahs 1 (one) Chittacks 00 (zero) Sq.ft. more or less, lying and situated in R.S. Dag No. 738, under R.S. Khatian No. 10, in Mouza : Brij, J.L. No. 27, Touzi No. 39, Pargana : Khaspur, Sub-Registry Office at Alipore, P.S. Jadavpur now Patuli, in District : South 24-Parganas and other landed property;

AND WHEREAS thereafter Sri Chitta Ranjan Naskar, the Land Owner herein, applied for mutation before the Kolkata Municipal Corporation (K.M.C) in respect of his aforesaid landed property, measuring about 9 (nine) Cottahs 1 (one) Chittacks 00 (zero) Sq.ft. more or less, which is known and numbered as the K.M.C. Premises No. 55, Brij East, Assessee No. 31-110-03-0055-6, within the K.M.C. Ward No. 110, Kolkata – 700084;

AND WHEREAS Sri Chitta Ranjan Naskar, the Land Owner herein, gifted, conveyed and transferred a demarcated portion of land measuring about 4 (four) Cottahs 8 (eight) Chittacks 27 (twenty seven) Sq.ft. more or less out of his aforesaid total land measuring about 9 (nine) Cottahs 1 (one) Chittacks 00 (zero) Sq.ft. more or less in favour of his wife Smt. Soma Naskar by a Deed of Gift on 28/02/2020, which was registered with the Office of the A.D.S.R. at Alipore, South 24-Parganas and has been recorded in Book No. I, Volume No. 1605-2020, Pages from 30370 to 30394, being No. 160500713, for the year of 2020;

AND WHEREAS the Land Owner herein, became absolute sole owner of remaining demarcated plot of land measuring about 4 (four) Cottahs 8 (eight) Chittacks 18 (eighteen) Sq.ft. more or less and a building standing thereon, lying and situated in R.S. Dag No. 738, under R.S. Khatian No. 10, in Mouza : Brij, J.L. No. 27, Touzi No. 39, R.S. No. 1, Pargana : Khaspur, Sub-Registry Office at



Chitta Ranjan Naskar 2 JUN 2022

GANAPATI BUILDERS

Proprietor

Alipore, P.S. Jadavpur now Patuli, in District : South 24-Parganas, also within the area of the Kolkata Municipal Corporation, in the K.M.C. Ward No. 110, being the K.M.C. Premises No. 55, Brij East, Assessee No. 31-110-03-0055-6, and mailing address Brij Purba Para, P.O. Garia, Kolkata – 700084, and entire this property hereinafter called and referred to as the **said land/said premises** which is morefully described in the Schedule 'A' hereunder written;

AND WHEREAS the Land Owner herein was very much desirous to construct a building on his **said land** but he has no such fund as well as experience in this matter and so the Land Owner approached the Developer herein to make construction of a new building as per building plan to be sanctioned by The Kolkata Municipal Corporation at the Developer's cost on the **said land/said premises**;

AND WHEREAS relying on the aforesaid representation of the Land Owner herein, the Developer herein agreed to develop the **said land / said premises** and the Land Owner herein and the Developer herein entered into a Development Agreement, executed on 03/08/2021 and registered at the office of the A.D.S.R. at Alipore and recorded in Book No. I, Volume No. 1605-2021, Pages from 72736 to 72775, being No. 160501694, for the year 2021, under certain terms and conditions mentioned therein, by which the Land Owner and the Developer herein shall get some flats/units and car parking spaces, etc. with proportionate undivided share of the **said land / said premises** more fully described in the Schedule 'A' and also executed a Development Power of Attorney which was executed on 03/08/2021 in favour of the Developer herein by the Land Owner herein, which was duly registered at the office of the A.D.S.R. at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1605-2021, Pages from 73006 to 73025, being No. 160501706, for the year 2021, in respect of the **said land / said premises** more fully described in the Schedule 'A' for smooth construction therein and sell out the Developer's allocation;

AND WHEREAS as per said Development Agreement dated 03/08/2021, the Developer herein made a plan of car parking space of the proposed building and has started construction work of a G+III storied building thereon at the above mentioned premises vide the K.M.C. Premises No. 55, Brij East, in the K.M.C. Ward No. 110, P.S. Patuli, Kolkata – 700084, more fully mentioned in the Schedule 'A' hereunder written;

AND WHEREAS for further and better demarcation of their respective allocation in the said G+III storied building, both the parties herein thinks it is

Delta say to Naskar 02 JUN 2022 GANAPATI BUILDERS
 Proprietor



necessary to do some clarification the allocation portion mentioned in the aforesaid Development Agreement dated 03/08/2021 and for benefit of the parties herein and to avoid any future complication they enter into this Supplementary Agreement on the following terms and conditions.

NOW THIS INDENTURE WITNESSETH as follows:-

- 1) That the Developer herein make one G+III storied building at the K.M.C. Premises No. 55, Brij East, in the K.M.C. Ward No. 110, P.S. Patuli, Kolkata – 700084.
- 2) That the Land Owner's allocation is more fully described in the Schedule 'B' hereunder written.
- 3) That the Developer's allocation is more fully described in the Schedule 'C' hereunder written, save and except the above mentioned the Land Owner's allocation.
- 4) That the Developer shall have every right to sell out his allocated portion (described in the Schedule 'C' hereunder written) and receive the entire consideration money from the intending purchaser(s) and for such sale/transfer the Land Owner has empowered the Developer by a registered Development Power of Attorney, which was executed on 03/08/2021 in favour of the Developer herein by the Land Owner herein, which was duly registered at the office of the A.D.S.R. at Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1605-2021, Pages from 73006 to 73025, being No. 160501706, for the year 2021.
- 5) That it is also agreed by and between the parties that all other terms and conditions mentioned in the said Development Agreement dated 03/08/2021 will remain unchanged and unaltered and this Supplementary Agreement will be treated as part of the said original Development Agreement dated 03/08/2021.

SCHEDULE "A" REFERRED TO ABOVE

(Description of the entire premises/land)

ALL THAT piece and parcel of land measuring about 4 (four) Cottahs 8 (eight) Chittacks 18 (eighteen) Sq.ft. more or less and an old cemented flooring building standing thereon measuring about 1000 Sq.ft. more or less, whereon proposed G+III storied building shall be erected, lying and situated in R.S. Dag No. 738(Part), under R.S. Khatian No. 10, in Mouza : Brij, J.L. No. 27, Touzi No. 39, R.S. No. 1, Pargana : Khaspur, Sub-Registry Office at Alipore, P.S. Jadavpur now Patuli, in District : South 24-Parganas also within the area of the



Chaitanya Naska 02 JUN 2022
 Proprietor



Kolkata Municipal Corporation, in the K.M.C. Ward No. 110, being the K.M.C. Premises No. 55, Brij East, Assessee No. 31-110-03-0055-6, and mailing address Brij Purba Para, P.O. Garia, Kolkata – 700084, along with all easement rights therein. The boundary of the four sides of the entire property is as follows:

ON THE NORTH : K.M.C. Premises No. 55/1, Brij East;
ON THE SOUTH : K.M.C. Premises No. 142, Brij East;
ON THE EAST : Plot in R.S. Dag No. 739;
ON THE WEST : 14' feet wide road/common passage.

SCHEDULE "B" REFERRED TO ABOVE
(OWNER'S ALLOCATION)

The Owner will get (i) two self contained flats on the entire second floor and (ii) one self contained flat at the North-West-South side in front position of the third floor of proposed building, measuring about 966 Sq.ft. built up area more or less out of which the Owner will get 660.8 Sq.ft. built up area more or less and the Developer will get remaining 305.2 Sq.ft. built up area more or less, and (iii) two car parking spaces, each measuring about 135 (one hundred and thirty five) Sq.ft. more or less at the South-West corner in back to back position on the ground floor as his allocated area, which are shown in green border line in annexed map/plan herewith as part of this agreement.

The Developer will provide electric wiring connection for the entire of the building the Owner's Area.

Cash Consideration :

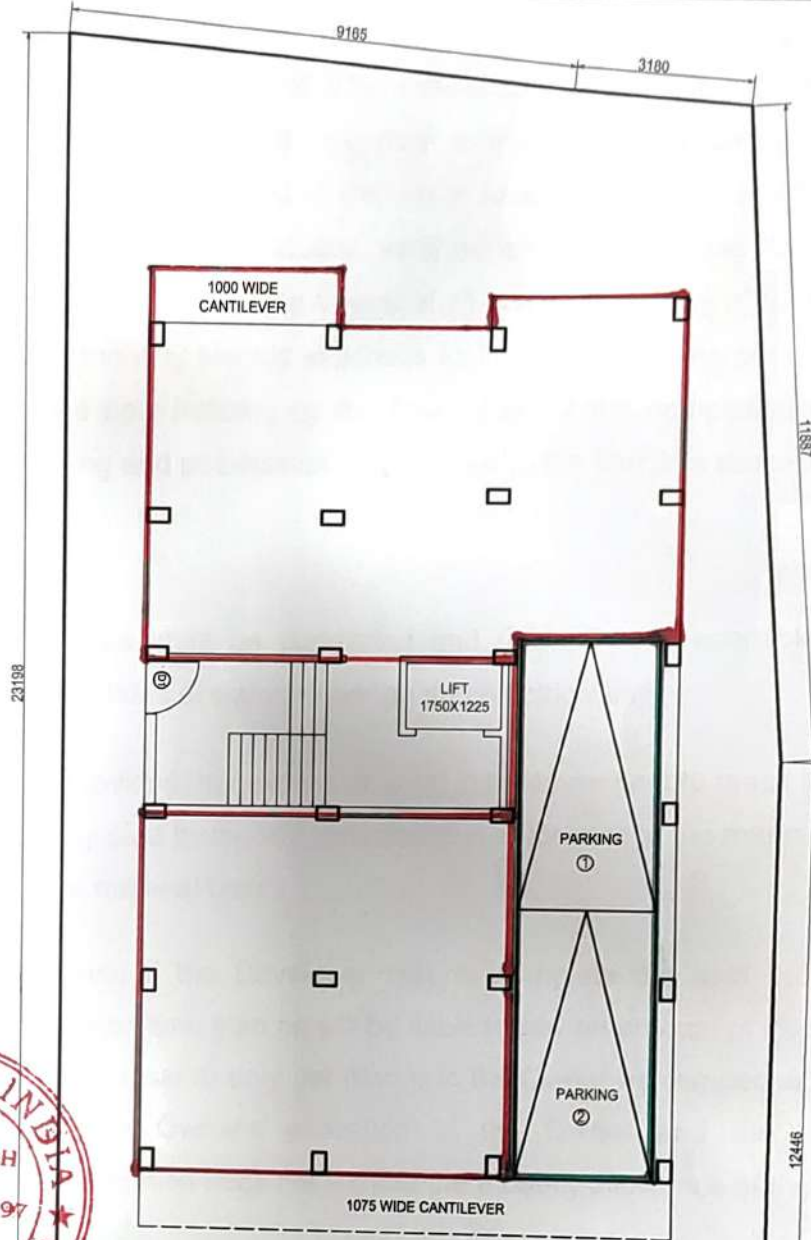
1. The Owner also gets refundable **Rs.12,50,000/-** (Rupees Twelve Lakh and Fifty Thousand) only from the Developer herein as follows : (i) at the time of signing of the said Development Agreement dated 03/08/2021 : **Rs.2,50,000/-** (Rupees Two Lakh and Fifty Thousand) only and (ii) at the time of Kolkata Municipal Corporation property tax clearance : **Rs.6,00,000/-** (Rupees Six Lakh) only and (iii) at the time of starting construction work of the proposed building : **Rs.4,00,000/-** (Rupees Four Lakh) only. It is noted that said refundable **Rs.12,50,000/-** (Rupees Twelve Lakh and Fifty Thousand) only will be refunded by the Owner to the Developer along with the Owner also pay to the Developer the **market value** of the aforesaid **305.2 Sq.ft.** built up area out of **966 Sq.ft.** built up area more or less of the aforesaid flat at the North-West-South side in front position of the third floor of proposed building of by sale proceeding of the said flat.



GANAPATI BUILDERS
 02 JUN 2022
 Proprietor

SITE PLAN OF GROUND FLOOR AT PREMISES NO. 55, BRIJI EAST, R.S. DAG NO.- 738
 (P), R.S. KHATIAN NO.- 10, L.R. DAG NO.- 738, L.R. KHATIAN NO.- 874, MOUZA - BRIJI, J.L.
 NO. 27, TOUZI NO.- 39, R.S. NO.-1, PARGANA - KHASPUR, UNDER THE JURISDICTION OF
 K.M.C., WARD - 110, BOROUGH - XI, P.S.- PATULI, KOLKATA - 700084.

PARKING NO. 01 & 02 MARKED IN GREEN LINE ALLOTTED TO THE LAND OWNER
 OTHERS AREA MARKED IN RED LINE ALLOTTED TO THE DEVELOPER



GANAPATI BUILDERS

[Signature]
 Proprietor

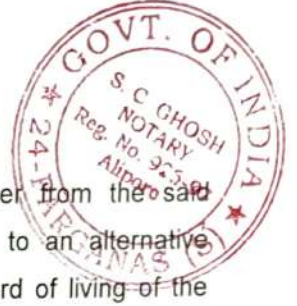
SIGNATURE OF THE DEVELOPER

[Signature]

SIGNATURE OF THE OWNER

02 JUN 2022





2. The Developer shall arrange for shifting of the Owner from the said premises at the cost and expenses of the Developer to an alternative accommodation commensurate to the status and standard of living of the Owner to be located in the same locality of the aforesaid premises at the Developer's own flat and such accommodation shall consists of at least three bed rooms. The Owner shall reside there free of rent whatsoever but bear monthly electric expenses for the entirety of the period of construction of the new building by the Developer, till the completion of the said new building and possession handed over to the Owner's allocation.

Notes :

1. The flats shall be completed and finished in a habitable condition with connections of water, drainage and electric wiring.
2. It is provided that excess or short in measurement to reach the said ratio will be adjusted by money consideration at the rate of the market value available at the material time.
3. However if the Developer fails to complete the said building within the stipulated time then he will be liable to pay an amount of Rs.5,000/- (Rupees Five Thousand) only per month to the Owner as compensation till he hands over the Owner's allocation to the Owner and the said amount of compensation does not include the monthly allowance of the Owner.

SCHEDULE "C" REFERRED TO ABOVE

(DEVELOPER'S ALLOCATION)

The Developer will get the remaining area of the proposed building on the said land as per the K.M.C. sanctioned building plan, save and except the Owner's Allocation mentioned hereinabove, at the said premises **TOGETHERWITH** the right to transfer undivided proportionate share in the **said land** in favour of the intending purchasers as the Attorney of the Land Owner herein and the common portions of the building in accordance with the terms and conditions of these presents.



SCHEDULE "D" REFERRED TO ABOVE

(Common area, facilities and services)


1. The foundation columns, beams, supports, stair, staircase landings, stairways, corridors in between the stair-case and the flat, entrance, top roof, side space, back space, front spaces, drive ways and horizontal & vertical support of the building.

Chittaranjan Das

02 JUN 2022

GANAPATI BUILDERS

Proprietor

- 
2. Common passage, water pump, overhead water tank, underground water reservoir, common water pipe line, outside plumbing installations.
 3. Electrical fittings in the common area, electrical meter board place, electric in the common area and in the main gate and main electric lines, electrical fittings in the common staircases.
 4. Drainage and sewerage system, rain water pipes, all sewerage lines and soil lines septic chamber and underground sewerage line and soil line and drainage out left from the building to the main duct.
 5. Such other common parts, areas, equipments, installations fittings, fixtures, covered and open space, used as common in the said building as are necessary for the passages or to the use of the occupancy of the flat in common and/or are easements of the building and the premises.

SCHEDULE "E" REFERRED TO ABOVE

(Common Expenses)

1. The proportionate expenses of maintaining, repairing, redecorating etc. of the main structure including the roof, rain water pipes, water pipes, sanitary and electric pipes wires, and installations in under or upon the building and enjoyed or used by the unit owners and the main entrance, passage, landing and stair-case of the building as enjoyed and/ or used by the unit owners in common aforesaid and the boundary walls of the building compounds.

2. The proportionate cost of decorating the exterior of the building.

3. The proportionate costs of clearing and lighting the passage, landings, stair-case and other parts of the building as enjoyed by the unit owners in common as aforesaid.

The proportionate costs of salaries of caretakers, chowkidars, sweepers, ministries etc. payable to the Apartment Owners' Association on formation.

The proportionate costs of working and maintenance of the water pump or any other equipment which may be provided in future by the Apartment Owners' Association.

6. The proportionate expenses or recurring expenditure for replacement of all or any items comprised in common area and facilities.

Cheltraojan Naska

02 JUN 2022

GANAPATI BUILDERS
Proprietor





7. The expenses or recurring expenditure or replacement or repair of such common utilities such as overhead water tank, underground water reservoir, pump and other equipments whatsoever which are or may be installed or situated in any common parts or common portion in the said building.
8. Such other proportionate expenses as are deemed necessary by the Apartment Owners' Association upon its formation for the maintenance and upkeep of the building and/or common areas and facilities.
9. Proportionate building taxes in common.

IN WITNESSES WHEREOF the parties herein set their respective seals and signatures on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the Parties herein in the presence of **WITNESSES:**

1. *Soma Naskar*

Soma Naskar
Signature of the Land Owner

2. *Somrat Naskar*

GANAPATI BUILDERS

Somrat Naskar
Proprietor

Signature of the Developer

Identified by me

P. Chatterjee
Advocate



Prepared as per instruction
by the parties herein:

Surya Prasad Datta Roy

Surya Prasad Datta Roy
Advocate
Alipore Judges' Court,
Kolkata - 700027.

Signature Attested
on Identification

S. C. Ghosh
S. C. GHOSH, Notary
Alipore Police Court, Kol-27
Reg. No. 925/97, Govt. of India

02 JUN 2022



MEMO OF MONEY RECEIPT

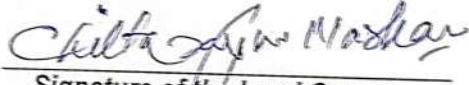
RECEIVED Rs.8,50,000/- (Rupees Eight Lakh and Fifty Thousand) only by the Land Owner from the Developer herein as per terms of this Agreement mentioned hereinabove as following manner :

Date	Mode of Payment	Amount
03/08/2021	By Cheque, No. 000113, drawn on Union Bank of India, Jodhpur Park Branch, Kolkata - 700068.	Rs.2,50,000/-
On different date	By Cash.	Rs.6,00,000/-
	TOTAL :	Rs.8,50,000/-

(Rupees Eight Lakh and Fifty Thousand only)

WITNESSES :

1. Soma Naskar .


 Signature of the Land Owner

2. Samit Naskar



02 JUN 2022

THE 02 JUN 2022 DAY OF _____ 20



Paper Writing "A"
&
**The Relative Notarial
Certificate**

02 JUN 2022



Sukumar Ch. Ghosh, Advocate
&
Notary Public
Alipore Police Court, Kolkata-700027



02 JUN 2022

"RESIDENCE & CHAMBER"
Village-PUTKHALI, P.O.-DAULATPUR
P.S.-MAHESHTALA, SOUTH 24-PARGANAS
M: 94332 37084, 7003 130930