

पश्चिम बंगाल WEST BENGAL

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#### SUPPLEMENTARY DEVELOPMENT AGREEMENT

on this 15% day of September 2023 of the Christian Era.

BETWEEN

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12, 09, 2023

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(1) SRI KRISHNA KUMAR BHATTACHARJEE, (Pan -ADLPB9217E) (Aadhaar No. - 8819 0082 3661), (Voter No.BWC2160356) son of Late Gopal Krishna Bhattacharjee, residing at Bisharpara, Saptagram Paschim, P.O. - Bisharpara, P.S. - Nimta, District -North 24 Parganas, Kolkata - 700 051 at present Kolkata - 700 158 (2) SRI JIBAN BHATTACHARJEE, (Pan - BZLPB7829M) (Aadhaar No. -5363 5416 6303), (Voter Id No.SVG2431633) son of Late Gopal Krishna Bhattacharjee, residing at 189, C.S. Chatterjee Street, Konnagar, P.O. - Konnagar, P.S. - Uttarpara, District -Hooghly, Pin 712 235 (3) SRI BHATTACHARJEE, (Pan - ANSPB8978P) (Aadhaar No. -5162 8612 1662), (Voter Id No.WB/25/163/550342) son of Late Gopal Krishna Bhattacharjee, residing at Chandrabati Village Road, Purba Sankrail, P.O. - Podra, P.S. - Sankrail, District - Howrah, Pin - 711 109 (4) SMT. SHIKHA DUTTA, (Pan - CAIPD7777F) (Aadhaar No. 8996 3921 5478), (Voter No.WB/13/085/480269) wife of Late Sanjib Dutta, daughter of Late Gopal Krishna Bhattacharjee, residing at Bongaon, P.O. & P.S. Bongaon, District - North 24

Parganas, Pin - 743 235 (5) SMT, SHIPRA SARDAR, (Pan - FQQP85925D) (Aadhaar No. - 3805 0817 5940), (Voter ld No.WB/24/164/462750) wife of Late Sushanta Sardar, residing at 38A, Salimar Road, P.O. - B.Garden, P.S. - Shibpur, District - Howrah, Pin - 711 103 (6) SMT. ILA CHATTERJEE, (Pan - AINPC3121D) (Aadhar No. - 9279 2356 3883), (Voter Id No.8CG1646124) wife of Sri Biswanath Chatterjee, residing at 1050/1, Survey Park, Purba Jadavpur, P.O. & P.S. - Jadavpur, Kolkata - 700 075 and (7) SMT. KALLYANI MUKHERJEE, (Pan DZEPM2992F) (Aadhaar No. - 8390 4138 7951), residing at N.C. Chowdhury Sarani, Bisharpara, P.O. -Bisharpara, P.S. - Nimta, District - North 24 Parganas, Kolkata - 700 151 at present Kolkata - 700 158, all by faith are Hindu, by nationality - Indian, by occupation -Service, Business & Housewife hereinafter called and referred to as the "LAND-OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the "FIRST PART"

#### AND

NARAYANA GRIHA NIRMAN, (Pan - AAOFN9083E) its Principal place of business Saptagram, Bisharpara, P.O. - Bisharpara, P.S. - Nimta, District - North 24 Parganas, Kolkata - 700 158, represented by its partners - 1. SRI GOUR SUNDAR ROY KARMAKAR, (Pan - ADIPR2578R) (Aadhaar No. -4203 7206 9060), (Voter Id No.WB/20/139/225688) son of Late Gopal Chandra Roy Karmakar, residing at 343/27, Jessore Road, Nagerbazar, P.O. - Motijheel, P.S. - Dum Dum, Distriot - North 24 Parganas, Kolkata - 700 074, 2. SRI ASHOK ROY, (Pan - CORPR9889D) (Aadhaar No. -9284 3502 7401), (Voter Id No.CDK0771840) son of Sri Sukumar Roy, residing at 123/A/8, Paschim Kodalia, New Barrackpore, P.O. & P.S. - New Barrackpore, District - North 24 Parganas, Kolkata - 700 131, both by faith - Hindu, by nationality - Indian, by occupation - Business, hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context or in-interest, executors, administrators, legal representatives, and assigns) of the SECOND PART.

WHEREAS all that piece and parcel of land measuring an area of 10 cottahs, more or less comprised in C.S. Dag No. - 765 under Khatian No. - 143, situated at Mouza - Finga, J.L. No. - 4. Re.Sa. No. - 107, Touzi No. - 172, Pargana - Kalikata, under P.S. - Nimta within the jurisdiction of A.D.S.R. Cossipore Dum Dum at present Belgharia, under the limits of North Dum Dum Municipality under the district of North 24 Parganas was purchased by one Gopal Krishna Bhattacharjee by virtue of a Deed of Conveyance dated 21.12.1962, registered in the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. - I, Volume No. - 143, Pages from 74 to 78, Being No. - 9895 for the year 1962 from one Bina Pani Ghosh wife of Lokenath Ghosh of 78-B, Paddapukur Road, Kolkata - 700 020 and became absolute owner of the same.

AND WHEREAS while in peaceful possession, the said Gopal Krishna Bhattacharjee mutated his name in North Dum Dum Municipality and had been paid rents and taxes to the appropriate authority concerned.

AND WHEREAS while in the peaceful possession, the wife of the said Gopal Krishna Bhattacharjee namely Gita Rani Bhattacharjee died intestate on 20.01.2001, and thereafter said Gopal Krishna Bhattacharjee died intestate on 18.09.2003 leaving behind him his sons namely Krishna Katarir Bhattacharjee, Jiban Bhattacharjee, Tapan Bhattacharjee and daughters Sikha Dutta, Sipra Sardar, Ila Chatterjee and Kalyani Mukherjee as his heirs and successors who inherited the property left by said Gopal Krishna Bhattacharjee according to the Hindu Succession Act.

and whereas thus who owners herein became the absolute owners of the land-measuring an area of 10 Cottahs more or less and they have started to enjoy and possess the said property as owners and the said property is free from all sorts of encumbrances.

AND WHEREAS while in peaceful possession and enjoyment, the present owners herein decided to construct a multi-storied building upon the Schedule "A" property on a joint-venture basis, and in pursuance of their said intention the land owners herein negotiated with the Developer Narayana Griha Nirman hereto and upon discussion by and between the parties herein it has been mutually settled that the Developer will construct the multi-storied building upon the Schedule "A" property at their own cost, expenses, and supervision of a joint-venture basis over the said plot of land more fully described in the Schedule "A" hereunder written.

AND WHEREAS accordingly the land owners and the Developer Firm Narayana Griha Nirman entered into a Development Agreement under certain terms and conditions with a view to develop the Schedule "A" property stated herein below and the said Development Agreement was registered in the office of D.S.R. - I, Barasat, North 24 Parganas on 23.04.218 and recorded

in Book No. - I, Volume No. -1501-2018, Pages from 84163 to 84220, Being No. - 150103054 for the year 2018 in respect of property ALL THATof bastu land admeasuring 10 cottahs more or less comprised in C.S. and R.S. Dag No. - 735, under R.S. Khatian No. - 143 situated at Mouza - Finga, J.L. No. - 4, Re.Su. No. - 107, Touzi No. - 172, Pargana Kalikata, under PS Nimba within the jurisdiction of ADSR Cossipore Dum Dum at present Belghoria under the limits of North Dum Dum Municipality, Ward No. - 3, holding no. 78, M.A. Sarani in the District of North 24 Parganasas per the aforesaid sanctioned plan issued by the North Dum Dum Municipality.

AND WHEREAS on the same day, one Development Power of Attorney was also registered in the office of D.S.R. - I, Barasat, North 24 Parganas on 23.04.218 by the land-owners hereto in favour of the Developer Firm, Narayana Griha Nirman, and the said deed was recorded in Book No. - I, Volume No. -1501-2018, Pages from 86979 to 87031, Being No. - 150103058 for

the year 2018 in respect of the property mentioned in Schedule "A" written hereunder.

AND WHEREAS on the basis of said registered Development Agreement and registered Power of Attorney, the developer obtained a sanctioned plan vide No.SWS-OBPAS/21-22/2022/0752 dated 14,12,2022 from the competent authority, North Dum Dum Municipality.

AND WHEREAS the developer hereto started to construct a multi-storied building over the property ALL THAT piece or parcel of bastu land admeasuring 10 Cottahs more or less comprised in C.S. and R.S. Dag No. - 735, under R.S. Khatian No. - 143 situated at Mouza - Finga, J.L. No. - 4, Re.Su. No. - 107, Touzi No. - 172, Pargana Kalikata, under PS Nimba within the jurisdiction of ADSR Cossipore Dum Dum at present Belghoria under the limits of North Dum Dum Municipality, Ward No. - 3, holding no. 78, M.A. Sarani in the District of North 24 Parganasas per the aforesaid

sanctioned plan issued by the North Dum Dum Municipality.

AND WHEREAS during the continuation of the said development work, one of the partners of the Partnership Firm, Narayana Griha Nirman namely Kankan Mukherjee suddenly expired on 30.04.2023 and according to the Hindu Succession Act. 1956, the legal heirs of Kankan Mukherjee became the shareholders of the deceased Kankan Mukherjee but they were not interested in joining as partners of the said Firm and ultimately they retired from the said Partnership Firm.

AND WHEREAS thereafter the present partners of Narayana Griha Nirman, the developers herein, decided to continue and complète the said incomplete construction work over the Schedule "A" property according to the sanctioned building plan and on the other hand, the land-owners hereto agreed to the said proposal of the developers and to effect the said decision it is necessary to execute this Supplementary Development Agreement and Development Power of

Attorney in between the land-owners and the developers herein.

AND WHEREAS all the parties hereto have agreed to enter into this Supplementary Agreement stating the terms and conditions in detail to avoid any future litigations by and between the parties.

NOW THIS AGREEMENT WITNESSETH THAT IN PURSUANCE OF THE AFORESAID AGREEMENT MENTIONED HEREIN ABOVE, THE PARTIES HERETO DOTH HEREBY AGREE TO AND BIND THEMSELVES AND COVENANT UNTO EACH OTHER AS FOLLOWS:-

1. That it is settled in between the parties that the developer hereto will construct a multi-storied building over the "A" Schedule property as per the sanctioned plan approved by the competent municipality and it is further decided that the land-owners herein will get 6 (six) self-contained flats measuring more or less 833 sq. ft. covered area each and one self-contained flat measuring

more or less 566.66 sq. ft. covered area along with an undivided proportionate share of land usage of stairs and roof together with all other common facilities and amenities thereto on the 2nd, 3rd, and 4th floor at South West portion of the proposed building.

- 2. If the landowners want to purchase any portion of the proposed multi-storied building, in that case, he/they will be bound to pay the market price of the said portion-to the developer.
- 3. That the Developer shall construct the Multi-Storied building woon the said land mentioned in Schedule "A" herein below at their own cost and expenses as per the building plan to be sanctioned by the North Dum Dum Municipality and/or any modification, amendment thereto. That all the costs of construction, supervision along with sanction of building plan costs or expenses will be spent by the Developer. The landowners shall co-operate with the Developer in

respect of the said proposed construction and in case of any additional construction the Developer is responsible for the same.

That the proposed building will be completed 1 within 36 (thirty-six) months from the date of the execution of this Agreement and if any natural calamity occurs then the owners will consider a further period of 06 (six) months for the said construction, thereafter the developer shall liable to pay a suite of Rs.2/= per sq. ft. per month over the total area of the owner as per owners' allocation, otherwise the developer will be bound to complete the construction within the stipulated period. The land owners hereby grant the exclusive right to the developer to construct the multi-storled building upon the said land at their personal cost and capacity in accordance with the building plan with any amendment and/or modification thereto.

- Developer's Allocation, that except the owners' 5. allocated portion of the remaining constructed area of the proposed Multi-Storied building (consisting of bedrooms, bathrooms, kitchen, and dining-cum-drawing room), along with an undivided proportionate share of land, stair, lobby, and roof together with the right to use all common facilities, amenities and common areas of said building will be treated as the the Developer's allocation and the Developer shall have every right to sell, lease, gift, mortgage, rent the said Developer Allocation to any third party at any price at any time as the Developer thinks fit and proper.
  - 6. That with a view to construct the new Multi or more-storied building upon the said land described in Schedule "A" hereunder written (hereinafter referred to as the "SAID LAND/PROPERTY") the vacant peaceful possession of the said land will be delivered to the

Developer within 01 (one) month from the date of execution of this Sanction Plan.

- 7. That Developer is entitled to execute agreement or agreements for sale in favour on intending purchaser(s) on receipt of earnest money in respect of the allocation of the developer or part there from and the owners or his attorney is bound to participate with the said agreement.
- 8. That the Developer shall be at liberty to negotiate for sale the Developer's allocated portion of the Multi-Storied building (known as Developer's Allocation) with any prospective buyer or buyers in the course of construction together with an undivided proportionate share of the said land with the right to use all common facilities at such consideration and on such terms and conditions and with such person or persons as the Developer shall think best fit and proper.

- The Land Owners hereby declare and represent that they have good and absolute right, title, and interest of the said property mentioned in Schedule "A" here and below without any claim, right, title or interest of any other person and the land owners have good marketable title and absolute right to enter into this agreement with the developer and this land as mentioned above is not enlisted with the Land Ceiling Act, and not acquired by the State Government.
  - 10. That the Developer may take a loan from any financial Institute/Bank for the said proposed construction but the Land Owners are not liable or responsible in any manner whatsoever for the said loan.
  - 11. That at the time of execution and registration of the Sale Deed or Deed of Conveyance in the respect of developers' allocation of the multistoried building in favor of intending purchaser(s), the land owners herein or their

nominee nominees shall join in the said sale deeds as owners and are bound to execute and register the same. If the owners, and their representative's attorney neglect to execute and register the sale deed or deeds, the developer is entitled to execute and register the same or to take legal action against them for execution and registration for the same.

- 12. That the quality of the construction works will be completed under the supervision of an architect.
- 13. That after taking delivery of the possession of the land for construction the developer will pay all the taxes and rinse of the land and will continue to pay till completion of the construction, but if any dues the remain before starting of the construction then the owners should pay the same.
  - 14. That at the time of construction or after execution of this agreement the owners cannot make any

charge, mortgage, or convenience conveyance with any other persons. It is pertinent to be mentioned that roof rights will be exclusively decided by the developer only.

- That the owners are bound to execute and register the necessary power of attorney in favour of the developer to do all acts, deeds and things in their names and to apply the municipal authority for sanction the building plan to construct the said proposed multi storied building.
- 16. The developers shall be entitled to put any advertisement boards upon the said property and to advertise the same through any newspaper or any media for the purpose of Booking and Sale the Developer's Allocation of the proposed multistoried building.
- 17. That the owners are bound to execute and register our development power of attorney in favour of the developer at the time of execution of this development agreement to construct the said

Multi-storied building and to sell out the building which is treated as the developer's allocation.

- 18. That the landowners shall deliver a cost to be delivered to the developer all original documents of the said land/property (i.e., deed tax receipt khajna receipt parcha or record of rights, etc.) and the developer will issue the proper receipt for the same and after completion of the proposed multistoried building the developer will hand over the same to the land owners.
- 19. That if any dispute arises except the abovementioned conditions or clauses, both parties can
  go to an arbitrator and in that case, both parties
  will be bound to obey the decisions of the
  arbitrators.
- 20. That in case of failure of compliance with the terms and conditions as stated above the affected party is entitled to get compensation against the other party.

21. That the terms and conditions of the development agreement will be binding upon the heirs and our successors of both the parties as binding to parties hereby.

### 22. Specification of construction works:

- 1. Foundation & Structures: shall be of R.C. framed structure as per structural drawing/ design.
- 2. Floors: floors covered with float tiles.
- 3. Exterior wall: 8" inches brick construction with cement plaster and with a coat of snow cem.
- 4. Interior wall: 5" and 3" inch brick construction with cement plaster along with plaster of paris.
- Door: all doors will be good quality wood and the shutter will be made of plywood.
- 6. Window: all windows will be made of steel section fitted with glass panels.
- 7. Bathroom/Toilet: floor tiles on the floor and (up to 6') height wall tiles, single syntex door. One

European-type white commode in W/C and one Indian-type white pan in the bath. All toilets will be tiles floor and all pipeline concealed type with shower point. 02 (two) bib cock & 01 (one) sistern point in every toilet.

- 8. Kitchen: gas table will made of Blackstone with a steel sink and on wall 2' height glaze tiles of above the cooking platform to protect the oil spot one bib cock and one angular cock.
- 9. Water supply: there will be an overhead bot tank from which water will be running through PVC pipes. All the water pipelines will be concealed.
- 10. Balcony: will finish with grill covering and brick wall.
- 11. Electrical: full concealed wiring.

There will be two light points, one plug point, and one fan point in each bedroom.

In the kitchen one light point, one exhaust fan point in the dining come drawing one light point, one 5 Amp plug point one T.V., and one refrigerator point.

In the toilet one light point, one exhaust fan point.

In Verandah one light point and one calling bell at the main door.

No electric fittings:

The owner shall pay for the new electric meter (for their own) and installation charges to State Electricity Board and the proportionate share cost of the 440 V meter and the generator if required thereof.

#### THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece or parcel of bastu land admeasuring 10 cottahs more or less together with 1000 Sq.ft. RT shed comprised in C.S. and R.S. Dag No. - 735, under R.S. Khatian No. - 143 situated at Mouza - Finga, J.L. No. -

4. Re.Su. No. - 107, Touzi No. - 172, Pargana Kalikata, under PS Nimba within the jurisdiction of ADSR Cossipore Dum Dum at present Belgheria under the limits of North Dum Dum Municipality, Ward No. - 3, holding no. 72/78, M.A. Sarani in the District of North 24 Parganas, which is butted and bounded as under:

6 feet wide common passage. On the North

Muzaffar Ahmed Sarani (120) On the South

Capel. A Marshall On the East

12feet wide road. On the West

The photographs and fingerprints of the parties in separate sheets annexed herewith will form as the part of this development agreement.

### THE SCHEDULE "BWABOVE REFERRED TO

### (Land-Owners Allocation)

For the construction of the proposed Multi Storied building on the Schedule "A" property, the owners will get as follows:

That it is settled in between the parties that the developer hereto will construct a multi-storied building over the "A" Schedule property as per the sanctioned plan approved by the competent municipality and it is further decided that the land-owners herein will get 6 (six) self-contained flats measuring more or less 833 sq. ft. covered area each and work self-contained flat measuring more or less 566.66 sq. ft. covered area along with an undivided proportionate share of land usage of stairs and roof together with all other common facilities and amenities thereto on the 2nd, 3rd, and 4th floor at South West portion of the proposed building and it will be treated as land-owners allocation.

# THE BCHEDULE "C" ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

Save and except the said Owners' Allocation, the remaining constructed area as per the sanction plan (consisting of bedrooms, bathroom, kitchen, and dining-cum-drawing room), along with the undivided proportionate share of light, stair, lobby & roof right of the proposed Multi-Storied building will be treated as Developer's allocation and the developer will be liable for the extra construction.

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

AND the legal heirs of the land owners appears as a witness herein.

SIGNED, SEALED & DELIVERED 1-वंग्य केंग्याचे के प्रति Gadadhar - Mandal 3. Yapın Buttabuyo.

Barasar Cont. 4. Sixto Duba At Barasat in the presence of: WINESSES: 5. Supra Sordos 6. The chatterne. 2. Jaya Ghosh मानाका माना माना clc Silip Ginosh. Signature of the First party/ Pc . P.ongaon 11 Khairamary jour Su Ju Ray Karnelcar Di - 24 Parigonal (15 NABAYANA GRIHA IURMAN Pin - 743235 ASHOK QUE Signature of the Second party/

Developer

Drafted by:

Sankar Bhattacharjee
Advocate WB/232/1987
Judges's Court,
Barasat,
North 24 Parganas.

## INDER RULE 44A OF THE I.R. ACT 1908 (1) Name : Phattacherjee. LITTLE THUMB TO ESTER BERTIES OF Signature of the Presentant nt Executant Claimant/Attorney/Principal/Guardiar/Testator. (Tick the appropriates status) Jiban Pshatta Char (2) Name: RING LITTLE MIDDLE : FORE THUMB All the above fingerprints are of the above named person and attested by the said person. (3) Name: To-pan Phatta Charjee LITTLE FORE WAY Signantchattac Signature of the Presentant N.B.': L.H. = Left hand finger prints & R.H. = Right hand finger prints."

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