



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

47AB 079107

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on this 24th day of September, Two Thousand Twenty (2020) **BETWEEN SRI BIKASH RANJAN DUTTA**, son of Late Jagadish Chandra Dutta, by Occupation- Retired person, by faith-Hindu, by Nationality- Indian, presently residing at 1288, Chakgaria Street, Police Station-Purba Jadavpur, Kolkata-700094, hereinafter called the **"OWNER/FIRST PARTY"** (which expression unless repugnant to the context shall mean and include his heir/heirs, executor / executors, assign / assigns, administrator / administrators and representative / representatives) of the **ONE PART**.

AND

M/S. MODEL CIVIL CONTRACTOR, a proprietorship firm having its

MODEL CIVIL CONTRACTOR

6520

- 8 SEP 2020

No.....Rs. **10/-** Date.....

Name.....

S. Majumdar

Address.....

Vendor.....

Advocate
Alipur Judge's Court
Kolkata - 27

Alipur Collectorate, 24 Pgs. (8)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27



office at E/13A, Bapujinagar, P.O. Regent Estate, Police Station- Jadavpur, Kolkata-700092, represented by its sole proprietor namely **ABUBAKKAR SEKH**, son of Md. Alim Sekh, by faith -Muslim, by Occupation -Business, by Nationality - Indian, residing at F/14, Bapujinagar, P.O. Regent Estate, Police Station - Jadavpur, Kolkata - 700092, District south 24 parganas hereinafter called and the "**DEVELOPER/CONTRACTOR/SECOND PARTY**" (which expression unless repugnant to the context shall mean and include its heir/heirs, executor/executors, administrator/administrators, assigns, representative/representatives, successors-in-office and successors-in-interest) of the **OTHER PART.**

WHEREAS by a Registered Development Agreement dated 11th day of February 2020, the said owner herein entered into an agreement for development of a land of 4 kattahs 1 Chattacks 42 Sq. ft, Comprised in C.S. Dag No. 284, R.S. Dag No. 300, under C.S. Khatian No.123 & 58, Corresponding to R.S. Khatian No. 274 & 63 of Mouza-Patuli, appertaining to J.L. No.-29, Re. Sa. No. 23, Touzi No.13, Pargana-Khaspur, Rayathi Dakhali Sattya Bisistha, within P.S.-Previously Sadar Tollygunge thereafter Jadavpur now Patuli, District-24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 101, Assessee No. 31-101-09-0550-7, being known as KMC Premises No. 547, Baishnabghata Patuli, P.O.- Patuli, P.S.- Previously Jadavpur Now Patuli, Kolkata-700094. District- South 24 Parganas, Additional District Sub-Registration Office Alipore, with the developer herein at an terms and condition cited therein and the said deed was registered in the office of the A.D.S.R. Alipore at Alipore South 24 Parganas and has been recorded in **Book No. I. CD Volume No. 1605-2020, Page 28692 to 28742, Being No.160500679 for the year 2020**, (hereinafter called as "the principal Development agreement").

AND WHEREAS due to Covid -19, situation the Party of the First Part herein unable to mutate his name in the recorded of BL&LRO, West Bengal & Kolkata

[Handwritten Signature]

MODEL CIVIL CONTRACTOR

Municipal Corporation in place of previous owners in respect of the land of 4 kattahs 1 Chattacks 42 Sq. ft, Comprised in C.S. Dag No. 284, R.S. Dag No. 300, under C.S. Khatian No.123 & 58, Corresponding to R.S. Khatian No. 274 & 63 of Mouza-Patuli, appertaining to J.L. No.-29, Re. Sa. No. 23, Touzi No.13, Pargana-Khaspur, Rayathi Dakhali Sattya Bisistha, within P.S.-Previously Sadar Tollygunge thereafter Jadavpur now Patuli, District-24 Parganas, within the limits of the Kolkata Municipal Corporation, Ward No. 101, Assessee No. 31-101-09-0550-7, being known as KMC Premises No. 547, Baishnabghata Patuli, P.O.- Patuli, P.S.- Previously Jadavpur Now Patuli, Kolkata-700094, and for which the Party of the Second Party/Builders/Contractors/Developers herein unable to start the Construction work and also due to the said pandemic situation some terms and conditions of the principal Agreement should be rewrite or to be changed and require rectification.

AND WHEREAS the Second Party/Builders/Contractor/Developer approached the owner Party of the First Part to renew the Principal agreement changing or rectifying some terms and condition written in the said Principal agreement.

AND WHEREAS the Party of the First Part/ Owner herein have agreed on the changing or rectifying some terms and condition written on the said Principal agreement & accepted the offer given by the party of the Second party/Contractor /Developer to change some terms and condition of the Principal Deed between themselves.

NOW THIS DEED WITNESSES that the principal agreement shall be rectified and corrected in the following manner, namely,-

- 1) In the page 25 (Twenty Five) Point 18 (Eighteen) of the principle agreement should be substituted and read as under "The Developer shall forthwith start construction and shall complete the building with fixture and fittings and shall handover peaceful vacant possession of the Owner' Allocation

noted herein below within 36 months from the date of receiving of the Sanctioned Plan from the KMC of the said Property, provided however that the Land Owner may extend the period of completion by another 6 (Six) months from the date of expiry of the said 36 months in most compelling circumstances like war, labour unrest, fire, Court Cases, non availability of materials, civil commotion, earth quake e. t. c.

- 2) In the page 28 (Twenty Eight) Point 25 (Twenty Five) Sub Point (ii) (Roman Two) of the principle agreement should be substituted and read as under "To complete the construction of the building within 36 (Thirty Six) months from the date of sanction of building plan on the Said Property (Described in Schedule-A). Within five months from the date of receiving of the Mutation certificate of the Land from BL&LRO and Kolkata Municipal Corporation in the name of the Owner herein, the DEVELOPER shall positively prepared & filled the Building Plan before the Kolkata Municipal Corporation for sanction of the said building plan. If the DEVELOPER failed to filled the Building Plan before the Kolkata Municipal Corporation for sanction within five months from the date of receiving of the Mutation certificate of the Land from BL&LRO and Kolkata Municipal Corporation in the name of the Owner herein; this agreement shall be automatically cancelled. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, Covid-19, disaster, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the DEVELOPER shall have liberty to extend the time as per the requirement after mutual discussion of both the parties".
- 3) In the page 29 (Twenty Nine) Point 25 (Twenty Five) Sub Point (v) (Roman Five) of the principle agreement should be substituted and read as under " Completion time of the project shall be as 36 (Thirty Six) months to be counted from the date of sanction of the building plan by Kolkata Municipal Corporation and/or any concerned authority".

- 4) That as rectified and modified as aforesaid the Principal Development Agreement shall remain in full force and effect. Be it noted that by this rectification there is no changing of location of the property, area of land, classification, allocation of Owner & Developer and market value. The Party of the first Part has not received any consideration to execute this Rectification Deed.
- 5) The terms, conditions and stipulations of this presents shall also be applicable and shall remain in force upon the legal heirs and/or successor-in-interest of both the parties hereto.
- 6) That this Agreement is executed in duplicate and each party shall retain one copy for future reference.

IN WITNESS WHEREOF the parties hereto have set and their respective hands and seals on the day, month and the year above written to.

SIGNED, SEALED AND DELIVERED

At Kolkata in the presence of:

WITNESS:

1. *Mabali Dutta*
 1288, Chakgaria St.
 KOL - 700094.

2. *Sheuli Dutta.*
 1288, Chakgaria St.,
 KOL - 700094.

Bikash Ranjan Dutta
SIGNATURE OF THE OWNER

MODEL CIVIL CONTRACTOR

AbusK
 Proprietor

**SIGNATURE OF THE CONTRACTOR
 / DEVELOPER**

Read and Explained by &
 Drafted & Prepared by me
 As per Parties Instructions & Information's
Sukanta Majumdar