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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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27/11

Titagarh  
 Sri Joydeep Chatterjee  
 Representing the estate of late Gopal Chandra Chatterjee

M/S. KAJAL SAMADDAR  
 Samaddar  
 Proprietor

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT OF AGREEMENT is made on this 29th day of November, 2018 (Two thousand eighteen).

-BETWEEN-

1. SRI. KABITA CHATTERJEE wife of Late Gopal Chandra Chatterjee, 2. SRI JOYDEEP CHATTERJEE son of Late Gopal Chandra Chatterjee, 3. SRI CHANDRACHUR CHATTERJEE son of Late Gopal Chandra Chatterjee, all are residing at 18(6), Vivekananda Road, P.O. Talpukur, P.S. Titagarh, District- North

29-11-18  
 29 NOV 2018  
 This document is to be read in conjunction with the Development Agreement dated 29-11-18.

M/S. KAJAL SAMADDAR  
 Samaddar  
 Proprietor

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Sold to: Kalita Ch. Herye  
 Address: 13/6 Vivekananda Rd  
 Value: 1.0000  
 26 NOV 2018  
 L.S.V., High Court  
 Abhijit Sankar  
 High Court, A.S.

13/6 Vivekananda Rd  
 Ps. Titasohar  
 Kol - 753



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 Addl. Dist. Sub-Registrar  
 Barrackpore North 24 P.S.  
 29 NOV 2018

RECORDED  
 20/11/2018

Handwritten notes in Bengali script, including the name "সন্দিপ চট্টোপাধ্যায়" (Sandip Chatterjee) and other illegible text.

M/S. KAJAL SAMADDAR  
Handwritten signature of Kajal Samaddar  
Proprietor

24-Parganas, Kolkata-700123, hereinafter referred to as the **LAND OWNERS** (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his/her/their respective legal heirs, executors, administrators, representatives, assigns and/or nominees) of the **FIRST PART**.

AND

**SRI KAJAL SAMADDAR** son of Late Rakhai Samaddar, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, P.O. Nona-Chandanpukur, P.S. Titagarh, District- North 24-Parganas, Kolkata-700122, proprietor of **M/S. KAJAL SAMADAR**, a proprietorship firm having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, District- North 24-Parganas, Kolkata-700122, hereinafter referred to as the **DEVELOPER** (which terms or expression shall unless otherwise excluded by or repugnant to the representatives heirs, executors, administrators, assigns and/or nominees) of the **SECOND PART**.

WHEREAS 1) Smt. Bithi Chatterjee, wife of Late Bakim Chandra Chatterjee, 2) Sri Sandip Kumar Chatterjee, son of Late Bankim Chandra Chatterjee, 3) Smt. Debjani Chatterjee (Ghatak) wife of Sri Amir Kumar Ghatak, daughter of late

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Proprietor

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- Joydeep Chatterjee  
- Ananya Chatterjee

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Kajal Samaddar  
Proprietor

Bankim Chandra Chatterjee, 4) Smt. Kabita Chatterjee wife of Late Gopal Chandra Chatterjee, 5) Sri Joydeep Chatterjee son of Late Gopal Chandra Chatterjee, 6) Sri Chandrachur Chatterjee son of Late Gopal Chandra Chatterjee, all are residing at 18(6), Vivekananda Road, P.O. Talpukur, P.S. Titagarh, District- North 24-Parganas, Kolkata-700123 being the "Land owners" (which terms or expression shall unless otherwise excluded by or repugnant to the representatives heirs, executors, administrators, assigns and/or nominees) executed development agreement in favour of the said developer in respect of the properties as mentioned in First Schedule referred to in said agreement with certain terms and conditions as engrafted in Clause (a) and (w) and land owner's allocation have been described in the second schedule payment schedule agreed to be paid by the Developer have been mentioned in the third schedule, Developer's allocation have been described in the Fourth Schedule, specification mentioned in the Fifth schedule, common areas and facilities mentioned in the sixth schedule, and common expenses have been described in the agreement for development executed on 28<sup>th</sup> September, 2016 registered on 20<sup>th</sup> day October, 2016 in Book No.1, Volume No. 1505-2016, pages from 111673 to 111709, being no. 150504432 for the year 2016.

M/S. KAJAL SAMADDAR

Kajal Samaddar  
Proprietor

गोपाल चट्टोपाध्याय

- जग्दिय चट्टोपाध्याय -

- चण्डिका चण्ड चण्डोपाध्याय -

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M/S. KAJAL SAMADDAR

*Kajal Samaddar*  
Proprietor

AND WHEREAS the predecessor of these executants Gopal Chandra Chattopadhyay, since deceased, purchased 1 cottah 5 chittacks 5 sq.ft. of land from Gayatri Prasad Chowbey & Ors. of 2<sup>nd</sup> May, 1959 in C.S. Dag No. 880 in Praja Khatian No. 724 under Jama Khatian No. 721, Touzi No. 2998, R.S. No. 39, J.L. NO. 4, in Mouza Chanak for valuable consideration registered in the office of Sub-Registrar, Barrackpore recorded in Book NO.1, Volume No. 37, Pages 1 to 4, Being No.2219 for the year 1959 recorded in R.S. Khatian No. 292, R.S. Dag No. 6634 and recorded in Modified Khatian No. 191 and new Khatian N. 6575 (modified).

AND WHEREAS said Gopal Chandra Chatterjee died intestate on 20.07.2004 leaving behind these executants/first parties as his legal heirs and successors and these executants/first parties stepped into shoes as natural successors in respect of all movable and immovable properties.

AND WHEREAS these executants/first parties being Land Owners were allocated respective flats in the original development agreement dated 28.09.16 after completion of the construction work of "CHATTERJEES" as per specification

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*Kajal Samaddar*  
Proprietor

शुद्धी  
- शुद्धी  
- मर्यादा चिह्न

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M/S. KAJAL SAMADDAR  
Kajal Samaddar  
Proprietor

mentioned in the fifty schedule of the ground plus 3 storied building to be constructed by the said developers over the land mentioned in the first schedule to the said Development agreement dated 29.8.16 on the basis of sanctioned plan apart from getting certain amount from the developer as mentioned in third schedule to the development agreement.

AND WHEREAS due to mistake, the property described in the schedule hereinbelow i.e. land measuring more or less 1 cottah 5 chittacks 5 sq.ft. in C.S. Dag No. 880 in praja Khatian No. 724 under Jama Khatian No. 721, Touzi NO. 2998, R.S. No. 39, J.L. No. 4 in Mouza Chanak Gram, have not been mentioned in the schedule of the said development agreement executed on 28<sup>th</sup> day of September, 2016 which should be part of "A" Schedule property mentioned in the development agreement being Deed No. 4432 of 2016.

AND WHEREAS these executants/first parties have been executing this agreement to incorporate in the schedule property as unintentionally left out in earlier development agreement and this instant supplementary agreement may be treated as part of earlier development agreement without imposing any condition or any restriction upon the developer

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— Jaydeep Chatterjee

— Chandrajit Kumar Chatterjee

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Handwritten signature of Kajal Samaddar

Proprietor

and these executants confirm their land owner's allocation as mentioned in the second schedule.

**IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNERS AND THE DEVELOPER AS FOLLOWS :-**

1) That as soon as the building is completed the Developer shall give written notice to the Land Owners after completion of the construction work of the new building to take possession of their allocation in the building after 7 (seven) days from the date of service of such notice and at all times thereafter the Land Owners shall be exclusively responsible for the payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever payable in respect of his/her/their allocation. The said rates to be appointed pro-rate basis with reference to the salable space in the building if he/she/they will be levied on the Building as a whole.

2) That as and from the date of service of notice of possession the Land Owners shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to the Land Owners allocation, such charges are to include proportionate share of premium for the insurance of the building water fire and scavenging charges and taxes, light, sanitation repair and renewal

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- charges electric.

- charges emt. water supply

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Proprietor

charges for management of the common facilities , renovation, replacement and maintenance charges and expenses for the building and of all common wiring pipes electrical and mechanical equipments one set pump & motors and other electrical and mechanical institution appliances and equipments stairways , corridors , halls , passageways , parkways and other facilities etc. if any additional insurance premium costs and expenses by way of land maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the liable to pay and bear and reimburse such additional cost and expense to the Developer.

3) That the Land Owners shall not do any act deed or thing whereby the Developer shall be prevented from the construction and completion of the said Building as per sanctioned plan provided the Developer abides by rules regulations clauses and/or by clauses of this Agreement.

**THE LAND OWNERS HEREBY AGREED AND CONVENANT WITH THE DEVELOPER AS FOLLOWS:-**

i) Not to cause any interference or hindrance in the construction of the said Building at the said premises by the Developer.

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Kajal Samaddar  
Proprietor



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M/S. KAJAL SAMADDAR

Handwritten signature: Kajal Samaddar

Proprietor

ii) Not to do any act or things whereby the Developer may be prevented from entering into any agreement for sale or transfer selling, assigning and/or disposing of any of the Developer allocated portion in the Building at the said premises.

iii) Not to let out grant, lease, mortgage, and/or charge the said premises or any portion thereof.

iv) To remain bound to execute all agreements for sale, Deed of Conveyance and/or transfer concerning Developer's allocation and shall remain bound to execute a General Power of Attorney empowering the Developer or Developer's Agent to execute all such agreements for sale or transfer for and on behalf of the Land Owner's concerning Developer's allocation of the Building at the said premises.

**THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE LAND OWNER AS FOLLOWS;-**

1) To handed over the possession of Land Owners' allocation as per Schedule of this Agreement within **36 (Thirty Six) months** from the date of sanctioning of the plan or the Land Owner's making over vacant possession of the said premises whichever is later. Here it is specifically mention that if any stage additional occasion required for the

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M/S. KAJAL SAMADDAR

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Proprietor