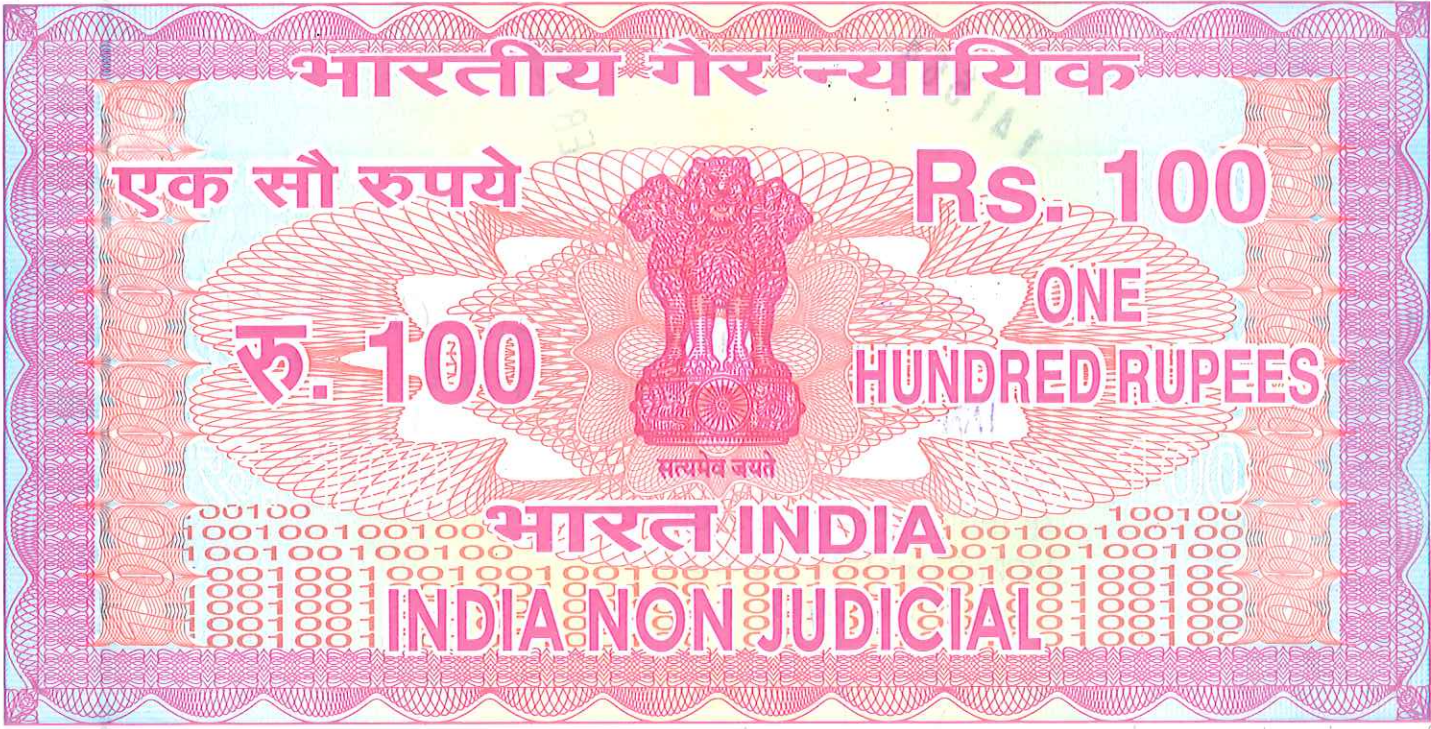


54



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 516340

SUPPLEMENTAL AGREEMENT No. 1 TO THE UPGRADATION AGREEMENT

1. DATE OF EXECUTION : 1.03.2018
2. NATURE OF AGREEMENT: Supplemental Agreement No. 1 to the Upgradation Agreement dated 04.06.2014.
3. NAME OF THE PARTIES:
  - 3.1 FIRST PARTIES:
    - 3.1.1 Shri Rajendra Kumar Bachhawat (PAN – AEEP8725R);
    - 3.1.2 Shri Surendra Kumar Bachhawat (PAN – AEEP8727P); and
    - 3.1.3 Shri Mahendra Kumar Bachhawat(PAN – AEKPB3106Q);

All sons of Late Jhumarmal Bachhawat, by occupation Business, by faith Jain, residing at 2, Dr. Martin Luther King Sarani (formerly Upper Wood Street), Police Station: Shakespeare Sarani, Post Office : Park Street, Kolkata – 700 016, hereinafter for the sake of convenience and brevity jointly referred to as the "FIRST PARTIES" (which expression shall unless it is repugnant to the context or meaning thereof mean and include his or their respective heirs, executors, administrators and assigns) of the ONE PART.

*(Handwritten signatures)*

Approved  
JLL Legal  
(Suvandini)





**3.2 SECOND PARTY:**

**JONES LANG LASALLE PROPERTY CONSULTANTS (INDIA) PRIVATE LIMITED (PAN - AAACL2089B)**, a company incorporated under the Companies Act, 1956 with limited liabilities, having its registered office at 1110, Ashoka Estate Barakhamba Road, Connaught Place, New Delhi - 110 001, being represented by Mr. Sandeep Setui (PAN - AYLPS9196E), son of Sri Narish Setui, by faith - —, by occupation - services, residing at A-702, Suncity Heights, Buragam Post Office - —, Police Station - —, PIN - 122002, hereinafter for the sake of convenience and brevity referred to as the **"SECOND PARTY"** (which expression shall unless it is repugnant to the context or meaning thereof mean and include its successors, successors in interest, executors, administrators and permitted assigns) of the **OTHER PART**.



3.3 The First Party and the Second Party shall jointly be referred to as **"the Parties"** and individually be referred to as **"the Party"**.

**4. SUBJECT MATTER:**

Supplemental Agreement no. 1 to the Upgradation Agreement for relaxation by the First Parties only on the Upgradation Consideration (excluding Car Parking Charges for 4 Car Parking Spaces) for the period commencing from March 1, 2018 to February 28, 2019 payable under the Upgradation Agreement dated 04.06.2014 (hereinafter referred to as **"the said Agreement"**).

**5. BACKGROUND:**

5.1 By a Lease Deed dated **04.06.2014**, the First Parties herein (being the Lessors therein) have granted lease of Bare Shell Space having a super built-up area of around **5321 Square Feet** on the **Second Floor** of the Building named **"Bachhawat House"** situated at Premises No. 2, Dr. Martin Luther King Sarani (formerly Upper Wood Street), Police Station: Shakespeare Sarani, Post Office : Park Street, Kolkata - 700 016 (hereinafter referred to as the **"Leased Premises"**) in favour of the Second Party herein (being the Lessee therein) for a period of **9 (nine) years** commencing from **04.06.2014**, and on other terms and condition as enumerated in the Lease Deed.

M

Approved  
JLL Legal  
(Sunandini)



5.2 By executing an Upgradation Agreement dated **04.06.2014**, the First Parties, on the request of the Second party have upgraded the Leased Premises with the following amenities and allowed use of the same by the Second party for a period of **9 (nine) years** commencing from **04.06.2014** and on other terms and condition as enumerated in the said Agreement:

- 5.2.1 Dry cladding Granite FAÇADE on outer elevation;
- 5.2.2 Double Structural Galzing Glass;
- 5.2.3 Electrical Cabling from Main Meter of the Building upto the Second Party's Meter;
- 5.2.4 Access to Building Fire Fighting System;
- 5.2.5 50 KVA Electric Power Load;
- 5.2.6 50 KVA Automated Generator Power Back-up
- 5.2.7 4 (four) Car Parking Spaces on the basement of the Building.

(Collectively referred to as the "**Upgradations**", more fully described in Annexure -"A" of the Upgradation Agreement)

5.3 Under the Upgradation Agreement, it has been agreed by and between the parties that in consideration of using the said Upgradations in the Leased Premises, the Second Party shall pay to the First Parties a monthly charge of Rs.4,57,880/- (Rupees Four Lac Fifty Seven Thousand Eight Hundred and Eighty only) out of which a sum of Rs.4,25,680/- (Rupees Four Lac Twenty-Five Thousand Six Hundred and Eighty only) will be payable to wards monthly Upgradation Charges and a sum of Rs.28,000/- (Rupees Twenty Eight Thousand only) will be payable towards monthly Car Parking Charges for use of 4 (four) Car Parking Spaces. The Upgradation Charges and Car Parking Charges are hereby collectively referred to as "**the Consideration**". It has been further agreed between the parties that the Consideration shall be increased after the expiry of every 3 (three) years' commencing from 04.06.2014 (being the "**Date of Commencement**") by 15% on the last paid Consideration.

5.4 Therefore, in terms of the said Agreement, for the period commencing from 04.06.2017 to 03.06.2020, the Second Party became liable to pay to the First Parties a sum of Rs. 5,21,732/- (Rupees Five Lac Twenty One Thousand Seven Hundred and Thirty-Two only) per month as the Consideration, after applying 15% increase on the preliminary monthly Consideration of Rs.4,53,680/- (Rupees Four Lac Fifty Three Thousand Six Hundred and Eighty Only).

*a*  
*AS*  
*Q*

Approved  
JLL Legal  
(Sumanjini)








5.5 The Second Party approached and requested the First Parties to reduce the Upgradation Charges, only for the period commencing from 01.03.2018 to 28.02.2019, and upon acceptance of such request made by the Second Party, both the Parties hereto have agreed to enter into this Supplemental Agreement No. 1 to the Upgradation Agreement under the terms and conditions as enumerated hereunder:

6. NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

6.1 **AGREEMENT:** Pursuant to the aforesaid, the Parties doth hereby agree that for the period commencing from 01.03.2018 to 28.02.2019 only, the Second Party shall pay to the First Parties a reduced monthly Consideration of **Rs.4,57,880/- (Rupees Four Lac Fifty Seven Thousand Eight Hundred and Eighty only)** divided into Rs.4,25,680 (Rupees Four Lac Twenty-Five Thousand Six Hundred and Eighty only) towards Upgradation Charges and Rs.32,200/- (Rupees Thirty-Two thousand Two Hundred only) towards Car Parking Charges for 4(four) Car Parking Spaces. Therefore, the total consideration payable by the Second Party to the First Party for the period commencing from 01.03.2018 to 28.02.2019 shall be **Rs.4,57,880/- (Rupees Four Lac Fifty Seven Thousand Eight Hundred and Eighty only)** instead of Rs.5,21,732/- (Rupees Five Lac Twenty One Thousand Seven Hundred and Thirty-Two only). It is clarified that for the period commencing from 01.03.2019 to 03.06.2020, the Second Party shall pay to the First Party a monthly Consideration of Rs.5,21,732/- (Rupees Five Lac Twenty One Thousand Seven Hundred and Thirty-Two only) and thereafter the Consideration shall be increased @15% on the last paid monthly consideration on and from 04.06.2020 as mentioned in the said Agreement.

6.2 **OTHER TERMS AND CONDITIONS REMAIN UNCHANGED:**

Save as above, all the other Terms and Conditions and Covenants of the Parties under the said Agreement shall remain unaltered and/or unchanged and shall be in full force. There shall be no other additions, alterations, modifications, rectifications of the terms, in any manner whatsoever apart from which is expressly agreed upon by and between the Parties under this Supplemental Agreement.

 Approved  
 JLL Legal  
 (Sincere/line)





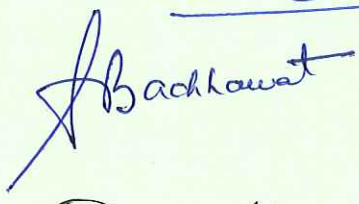
7. EXECUTION :

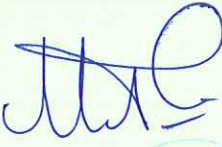
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seal at Kolkata on the day, month and years first above written.

Signed, sealed and delivered by the  
FIRST PARTIES in presence of:

WITNESSES:


1.  S.K. Singh  
(SUNIL K. SINGH)  
11/1, Sarat Bose Road  
Kolkata. 700020


  


2.  Grantam Baid  
11/1, Sarat Bose Road  
Kolkata-700020

Signed, sealed and delivered by the  
SECOND PARTY in presence of:

WITNESSES:

1.  Ishani (ISHANI NAIR)  
LEVEL-16, TOWER C, EPITONE BUILDING,  
NO. 5, DLF CYBER CITY, PHASE-III, GURGAON-122002, HARYANA.

2.  Ambika (AMBIKA KALSI)  
LEVEL-16, TOWER C  
EPITONE BUILDING  
NO. 5, DLF CYBER CITY,  
PHASE-III, GURGAON.  
PIN - 122 002, HARYANA.

