

# SANKAR KUMAR DAS

L.L. B Advocate, & Notary Public  
Barasat Judges Court  
North 24 Parganas  
Kolkata - 700 124  
West Bengal.  
India

Office / Residence :  
Aswinipally, School Road  
Natalpukur, Barasat  
North 24 Parganas  
Kolkata - 700 124



## NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act 1952)

SL - 2004/17  
07 OCT 2017

Know all men by These Presents that, I Sri S. K. Das, Advocate duly appointed by the Government of West Bengal as a Notary being authorised to exercise as subject to the provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder in and throughout the North 24 Parganas in the State of West Bengal within the Union Territory of West Bengal do here by verify, authenticate, certify and attest as under the contents of the instrument annexed hereto collectively marked 'A' on its face to have been executed, admitted and identified by the respective signatories as mentioned therein, presented before me.

According to that this is to certify, authenticate & attest that the annexed Instrument marked 'A' is executed by-

Sri Debraj De  
Sri S. P. De  
at premises No. 3, Shyamnagar Road  
P.O. Bangur Avenue  
Post Dum Dum Kolkata - 700055  
@ 24/10/17



PRIMA FACIE the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a Notary, the said NOTARY do hereby subscribe my hand and affix my seal of office at Barasat on this the 07 OCT 2017 day of Oct 2017

TESTED  
S. K. DAS  
Notary (W.B.)  
North 24 Parganas

# SANKAR KUMAR DAS

NOTARY PUBLIC  
GOVT. OF WEST BENGAL

07 OCT 2017

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 541411



**SUPPLEMENTAL AGREEMENT**

2004/17

07 OCT 2017

**THIS SUPPLEMENTAL AGREEMENT** is made on this the 30<sup>th</sup> day of **September** Two Thousand and **Seventeen** (2017).

**BETWEEN**

**SRI DEBRAJ DE** (having Pan BZFPD9721C), son of Sri Dipak De, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 3, Shyamnagar Road, Post Office - Bangur Avenue, Police Station - Dum Dum, Kolkata - 700 055, District - North 24 Parganas, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **ONE PART**.



*Debraj De*

07 OCT 2017

SHOVONA PROJECTS PVT. LTD.

*Debi Prasad De*  
Director

43926

24 AUG 2017

Kalipada Charan,  
Advocate,  
1171, Purba Sinthee Road,  
(Fakir Ghosh Place),  
Sagarika Apartment, Flat No.-2,  
Dum Dum, Kolkata-700 030.

Sl. No.....Date.....  
Name.....  
Add.....  
AMT..... 50/-

  
SOUMITRA CHANDA  
Licensed Stamp Vendor  
8/2, K. S. Roy Road, Kol-1



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**A N D**

**M/S. SHOVARA PROJECTS PVT. LTD.** (having Pan AAVCS4201M), a Company incorporated under the Companies Act, 1956 having its office at Premises No. 37, Jessore Road, "Shovona Plaza", 3<sup>rd</sup> Floor, Post Office - Motijheel, Police Station - Dum Dum, Kolkata - 700 074, District - North 24 Parganas, being represented by its Director namely **SRI DIPAK DE (having Pan ADOPD0596R)**, son of Late Dilip Kumar Dey, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 3, Shyamnagar Road, Post Office - Bangur Avenue, Police Station - Dum Dum, Kolkata - 700 055, District - North 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** by virtue of a Development Agreement dated 26<sup>th</sup> day of September, 2016 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 275909 to 275947, Being No. 150607562 for the year 2016 (hereinafter referred to as the said Development Agreement) made between the Owner and the Developer with the intent to develop the Property particularly mentioned and described in the First Schedule thereunder written through the said Developer upon such terms and conditions as contained therein the said Development Agreement and also a Development Power of Attorney dated 26<sup>th</sup> day of September, 2016 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 1506-2016, Pages 276862 to 276880, Being No. 150607589 for the year 2016.

**AND WHEREAS** in terms of Clause No. 7 Sub Clause No. 7.1 of the said Development Agreement and in the said Development Power of Attorney it was witnesseth that the Owner will be entitled to **ALL THAT** piece or parcel of two self contained residential Flat one of which being No. "A" having a super built up area of **1430 Sq.ft.** more or less and another self contained residential Flat being No. "B" having a super built up area of **830 Sq.ft.** more or less both on the **Fifth Floor** of the said proposed building comprised of the said Property in habitable condition and according to the Plan and it was clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, electric meter room, pump room, underground reservoir, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Building and (2) the land contained in the said Property and other than the said Owner's Allocation the Owner will be entitled to get a sum of **Rs. 6,80,00,000/- (Rupees Six Crore Eighty Lakh)** only as non-refundable money from the Developer herein as follows :-

- a) **Rs. 1,00,000/- (Rupees One Lakh)** only at the time of signing of the said Development Agreement.
- b) The balance amount of **Rs. 6,79,00,000/- (Rupees Six Crore Seventy Nine Lakh)** only during construction of the said proposed building before handing over the physical possession of the Owner's Allocation.



*Sheraj De*

07 OCT 2017

SHOVONA PROJECTS PVT. LTD.

*Dipak De*  
Director

**AND WHEREAS** after execution and registration of the said Development Agreement and Development Power of Attorney AND after getting the G+VI storied sanction plan on **21.09.2017**, the Owner and the Developer herein jointly have decided to modify the said Owner's Allocation as the Developer herein have opted for more sanction area than previously proposed plan and accordingly, it has been reconsidered and thereafter upon mutual understanding and discussion at length, both the Parties herein do hereby enter into this Supplemental Agreement on the terms and conditions as mentioned hereinafter appearing.

**NOW THIS SUPPLEMENTAL AGREEMENT WITNESSETH** as follows:-

1. **THAT** the Developer will allocate the entire commercial space on ground floor measuring **4481sq.ft.** of Built up area and the entire First floor of commercial area measuring **5568 sq.ft.** of Built up area.
2. **THAT** the Developer will allocate residential space measuring **336 sq.ft.** of Built up area (**South and East facing**) on **Second floor** and flat no. '**A**' measuring **1111sq.ft.** of Built-up area on **Sixth Floor**.
3. **THAT** moreover, the Developer will also allocate carparking space of **981sq.ft.** on **Ground Floor** and **2 nos. of Carparking Spaces** that are on **Second Floor**.
4. **THAT** a sum of **Rs. 1,01,000,00/- (One Crore & One Lakh Only)** to be paid in total by Developer to Landowner, out of which, an amount of **Rs. 1,00,000/- (One Lakh Only)** has been paid by the developer to land Owner at the time of execution of Development agreement on **26<sup>th</sup> day of September 2016**, and the rest amount of **Rs. 1,00,000,00/- (One Crore Only)** will be paid by the Developer to Land Owner after completion of civil work.
5. **THAT** the Owner and the Developer herein further do hereby declare that the other contents in the said Development Agreement and the said Development Power of Attorney shall remain unchanged.
6. **THAT** as rectified and modified of the Owner's consideration as aforesaid the said Development Agreement and the said Development Power of Attorney shall remained in full force and effect.
7. **THAT** this Supplemental Agreement will be treated as a part of the said principal Development Agreement and the said Development Power of Attorney.

*[Handwritten Signature]*

**07 OCT 2017**



SHOVONA PROJECTS PVT. LTD.

*[Handwritten Signature]*  
Director

WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the Owners at Kolkata  
in the presence of :-

1. *Kalipada Charan*  
Advocate
- 2.

*[Signature]*  
-----  
Signature of the Owners

**SIGNED, SEALED AND DELIVERED**

by the Developer at Kolkata  
in the presence of :-

1. *Kalipada Charan*  
Advocate
- 2.

SHOVONA PROJECTS PVT. LTD.

*[Signature]*  
Director

-----  
Signature of the Developer

Drafted by :- *Kalipada Charan*  
(Kalipada Charan),  
Advocate,  
Erl. No. WB/881/86,  
1171, Purba Sinthee Road,  
(Fakir Ghosh Place),  
Sagarika Apartment,  
Flat No. 2, Dum Dum,  
Kolkata - 700 030,  
(Sealdah Court).

**ATTESTED**  
*[Signature]*  
**S. K. DAS**  
Notary (W.B.)  
North 24 Pz  
Kolkata - 700 012



07 OCT 2017

CHECKED BY  
*[Signature]*  
07 OCT 2017

Dated 07<sup>th</sup> Day of Oct 20/21 2017

*In the matter of  
Instrument 'A'  
And*

**NOTARIAL CERTIFICATE**



07 OCT 2017

**SANKAR KUMAR DAS**

*LLB Advocate,  
Judges Court Barasat  
And*

*Notary Public, Govt. of West Bengal, INDIA*

*Regd. No. 19/08/2008*