



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

88AA 895096

SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT is made on this the 16TH day of March, 2015

BETWEEN

GREENTECH IT CITY PVT. LTD a Company incorporated under the Companies Act, 1956 and having its registered office at 1/1B Upper Wood Street Kolkata 700017, hereinafter referred to as the "OWNER/DEVELOPER", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the ONE PART.



Sevakanta Sinha. Sarkar

1) Mrs. Devaleena Sinha wife of Mr Arunabha Sarkar and 2) Mr. Arunabha Sarkar son of Mr. Ajit Kumar Sarkar both residing at 11D, Monoharpukur Road, Ward- 84, Tollygunge, Kolkata- 700026, (hereinafter collectively referred to as the "PURCHASER", which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or assigns) of the OTHER PART;

WHEREAS:-

- A. The Owner/Developer abovenamed is in the process of phased Development of Project namely "GreenTech City" to consist of Dwelling Units /Apartments of diverse types in various zones.
- B. The Purchaser, being desirous of purchasing a Unit at "Smart Home Residency - II" comprised in Block no. "03", being Unit No. "C 5", on 5th Floor, admeasuring super built up area of "1300" sq.ft. more or less, has applied for provisional allotment of the Unit and the Owner/Developer has allotted the same to the Purchaser and to record the terms and conditions as agreed the parties have entered into an agreement dated 16/03/2015, (Hereinafter wherever the context so requires referred to as the Said Agreement).
- C. The total consideration payable by the Purchaser to the Owner /Developer and the Schedule of payments on the basis of progress of Construction under the said Agreement is detailed and described in the Schedule hereunder written and/or described.
- D. The purchaser herein with a view to complete and /or facilitate the purchase has availed Bank Finance (hereinafter wherever the context so requires referred to as Home Loan). The said Home Loan provides for payment of Pre-Possession Equated Monthly Instalment (hereinafter wherever the context so requires referred to as Pre-EMI) by the Purchaser to the Bank. The said Pre-EMI is the amount that the purchaser has agreed to pay to the Bank as interest on the Home Loan without any deduction towards the Principal Amount of the Home Loan. The said Pre-EMI shall be paid by the purchaser to the Bank till such time possession of the Flat is handed over to the Purchaser by the Owner/Developer.
- E. The Purchaser has requested the Owner/Developer to extend Additional Benefits to the purchaser and after deliberations and discussions the Owner/Developer and the purchaser herein have agreed for certain modification and /or addendums to the terms and conditions of the said agreement for sale.

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Purchaser shall pay to the Owner/Developer out of the Loan availed by him the total consideration as agreed in the Said Agreement in the manner and on the basis of the progress of construction as detailed in the SCHEDULE hereunder written and/or described.
2. In view of the agreements and on the request of the Purchaser the Owner/Developer has agreed to make payment or reimburse the applicable Pre-EMI till such time the possession of the Flat is handed over by the Owner/Developer to the purchaser commencing from the date hereof
3. It is however clarified in the event of the Owner/Developer handing over possession the Owner/Developer shall immediately stop the reimbursement of the Pre-EMI and not be under any obligation to continue the same. The Purchaser shall not object to the Owner/Developer discontinuing the reimbursement and the purchaser shall on and from the date of possession make the repayment of the Home Loan on the basis of its understandings with the Bank.

Devaleena Sinha Sarkar



4. The architect of the project shall certify that the Unit Purchased by the purchaser under the said agreement is habitable and fit for occupation and such completion certificate shall be binding on the parties and the purchaser agrees to accept possession without any reservation whatsoever.
5. The purchaser shall however not be absolved of his liability to repay the Loan amount along with interest thereon in respect of the Home Loan availed by him from the Financial Institution/Bank.
6. Save and except the Limited responsibility of reimbursing the Pre Possession Pre-EMIs payable by the purchaser to the Financial Institution, the Developer has not assumed any other responsibility of whatsoever nature or kind either expressly or by implication including the payment of any other amount as charge, interest penalty to the Purchaser.
7. In the event the Purchaser and/or the Developer cancelling the said agreement in addition to the amounts agreed to be paid by the Purchaser to the Developer under the said Agreement the purchaser herein shall also refund all such amounts paid by the Owner/Developer as the said Pre-EMI reimbursement.
8. Notwithstanding anything contained to the contrary in the said agreement the right of the Developer under the said agreement shall remain unaffected and the Developer shall be at liberty to exercise any of the options available to him in the event of a breach by the purchaser under the said agreement for sale.
9. The purchaser expressly agrees and consents that the Developer shall not be held liable in the event the Developer determines this agreement in view of any breach committed by the Purchaser under the Said Agreement or hereunder.
10. No independent right shall accrue in favour of the purchaser under this supplementary agreement and the rights and remedies shall remain limited to the provisions as contained in the said agreement.
11. In the Event any Statutory Liability arises out of the execution of this agreement the Purchaser shall be liable for the same and the Purchaser hereby indemnifies the Owner/Developer to that extent.
12. This agreement is subject to conditions of Force Majuere including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strike, abnormal situations of the economy, financial emergency, un natural increase in lending rates by banks, lockout or interruption.

Sevabeena Linha Jarker



SCHEDULE OF PAYMENT

1	On Booking	Rs 1,00,000/- (Plus Service Tax)
2	On Allotment	20% of the deal value (Plus Service Tax) Less booking money
3	On Agreement	10% of the deal value (Plus Service Tax)
4	On Completion of Pilling	10% of the deal value (Plus Service Tax)
5	On Completion of Foundation	10% of the deal value (Plus Service Tax)
6	On Completion of 1st Floor Casting	10% of the deal value (Plus Service Tax)
7	On Completion of 2nd Floor Casting	10% of the deal value (Plus Service Tax)
8	On Completion of 3rd Floor Casting	5% of the deal value (Plus Service Tax)
9	On Completion of 4th Floor Casting	5% of the deal value (Plus Service Tax)
10	On Completion of 5th Floor Casting	5% of the deal value (Plus Service Tax)
11	On Completion of Brick Work	5% of the deal value (Plus Service Tax)
12	On Completion of Flooring	5% of the deal value (Plus Service Tax)
13	On Possession	5% of the deal value (Plus Service Tax)

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

Signed and Delivered by the
Owner/Developer at Kolkata
In the presence of:

Witnesses:

1. *Jacinto . N. K.*
3/1 Gaurant 2nd Lane
1st-14

2. *Satyajit*
1/1, A Nandgaon KOL-78

For GREENTECH CITY PVT. LTD.



(Director/Authorized Signatory)

Signed and Delivered by the
Purchaser at Kolkata

In the presence of:

Witnesses:

1.

Sankar Devalena Saha

PURCHASER

2