



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 528799

THIS DEED OF MODIFICATION made this the 20<sup>th</sup> day of NOVEMBER TWO THOUSAND AND SEVENTEEN

1) P&B

4) [Signature]

3) E

6) Binoy

5) [Signature]

PS GROUP REALTY PVT. LTD.

Director

27424

04 JUL 2018


Sl. No.....Date.....

Name.....

Add.....

AMT..... 1000

SIDDHARTHA CHANDA  
Advocate  
High Court, Calcutta

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

**BETWEEN**

**(1) CHANDAN BISWAS (PAN ALJPB0319H) (2) MEGHNATH BISWAS (PAN ACWPB2792C)** both sons of Late Jugal Kishore Biswas **(3) RABINDRA NATH BISWAS (PAN AEDPB9882L)** son of Late Jatindra Nath Biswas **(4) MANJU BISWAS (PAN AKSPB0043N)** daughter of late Kartick Chandra Biswas **(5) URMI DEY (PAN AKYPB9977F)** wife of Sri Madhusudan Dey and daughter of Late Kartick Chandra Biswas represented by her mother Smt. Manju Biswas wife of late Kartick Chandra Biswas **(6) SARMISTHA BISWAS (PAN AKRPB7471K)** daughter of Late Kartick Chandra Biswas all residing at No. 14A Earle Street, Kolkata 700 026 P.S. Ballygunge hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

**AND**

**PS GROUP REALTY LTD (PAN AABCP5390E)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 83 Topsia Road (S), Kolkata 700 046 and represented by its Director Shri Gaurav Dugar hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Director's successor and/or successors in office/interest and assigns) of the **OTHER PART**

**WHEREAS:**

1) Pen B

2) [Signature] A)

3) E

4) [Signature]

5) [Signature] B)

In this Deed wherever the context so permits the Owners and the Developer are collectively referred to as the 'Parties' and individually as a 'Party'

The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No. 14A Earle Street (formerly being Premises No 14A & B Earle Street and 7A & B Valmikee Street), Police Station Ballygunge, Kolkata 700 026 containing by measurement in aggregate an area of 9 Kattahs 9 chittacks 16 SqFt (more or less) together with various buildings and structures standing thereon (hereinafter collectively referred to as the **ENTIRE PROPERTY**)

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Director /

- C) By an agreement dated 3<sup>rd</sup> March 2014 entered into between the parties hereto and registered at the office of the Additional District Sub Registrar-III, Alipore in Book No.1 CD Volume No.6 Pages 2648 to 2677 Being No.02059 for the year 2014 the Owners have granted the exclusive right of development in respect of the said Entire Property unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**)
- D) At the time when the said Development Agreement had been entered into various parts and portions of the said Entire Property were in occupation in three tenants namely Subrata Chatterjee (hereinafter referred to as the **TENANT NO.1**) Mrs. Chaya Chatterjee and Mr. Shyamal Chatterjee (hereinafter referred to as the **TENANT NO.2**) and Vinay Kumar/Mukherjee Wine Stores (hereinafter referred to as the **TENANT NO.3**).
- E) By and under the said Development Agreement it was the obligation and responsibility of the Owners to cause the said tenants to vacate the various parts and portions in their respective occupation to enable the Developer to undertake the development of the said Entire Property and based on such obligation assumed by the Owner the total amount to be kept in deposit with the Owners had been arrived at and so also the total area constructed forming part of the development was to be shared between the parties hereto in the manner provided for in the said Development Agreement.

- 1) RSB  
 2) [Signature]  
 3) E  
 4) M. [Signature]  
 5) [Signature]
- F) In pursuance of the said Development Agreement and in part fulfillment and performance of the obligations assumed by the Developer under the said Development Agreement, the Developer caused the said four municipal premises forming part of the said Entire property to be amalgamated and consequent to such amalgamation the same has been numbered as Premises No.14A Earle Street, Kolkata 700 026 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**).

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- G) In addition thereto the Developer also caused a map or plan to be prepared which has been approved by the parties hereto for being submitted to Kolkata Municipal Corporation and other authorities for sanction (hereinafter referred to as the **PLAN**).
- H) By and under the said Development Agreement subject to the Owners performing their obligations in terms of the said Development Agreement the Developer had agreed to keep in deposit with the owners a sum of Rs. 1,66,00,000/- (Rupees One Crore Sixty Six Lacs only) out of which at the time of execution of the said Development Agreement and subsequently thereafter the Developer had paid to the owners a sum of Rs. 61,10,101/=(Rupees Sixty One Lacs Ten Thousand One Hundred and One only) (which amount the Owners and each one of them doth admit and acknowledge to have been received) leaving a balance sum of Rs. 1,04,89,899/- (Rupees One Crore Four Lacs Eighty Nine Thousand Eight Hundred Ninety Nine only) to be paid by the Developer to the Owners in terms of the said Development Agreement on account of the Non Refundable Deposit.
- I) The Owners despite best efforts could not cause the tenants to vacate the parts and portions in their occupation at the said Premises and as such after protracted negotiations it has been agreed by and between the parties hereto that

1) Rabinchandra Nath  
2) Mahendra Nath  
3) Chandan Kumar  
4) Manju Biswas  
5) Manju Biswas  
6) Anindita Biswas

i) The Developer's obligation to make payment of a sum of Rs. 1,66,00,000 /- (Rupees One Crore Sixty Six Lacs only) as contained in the original Development Agreement on account of Non-Refundable Deposit shall stand reduced to Rs. 96,00,000/- (Rupees Ninety six lakhs only).

ii) The Developer shall cause the Tenant No.1 and the Tenant No.2 to vacate the various parts and portions in their respective occupation and all costs charges and expenses in connection therewith shall be paid borne and discharged by the Developer.

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iii) That it shall be the obligation of the Owners to cause the Tenant No.3 to vacate the parts and portions in its occupation at their own costs and that in accordance thereof the Owners have already

caused the said Tenant No.3 to vacate and quit his/its tenancy and the tenanted portions and have handed over possession of the said vacated tenanted portion previously occupied by the said Tenant No.3 to the Developer in terms of the said Development Agreement.

- iv) The Developer shall not be liable to make payment of a sum of Rs. 15,00,000/- (Rupees Fifteen Lacs only) for causing the tenants to vacate which the Developer had agreed to pay in terms of the said Development Agreement.
- v) The total constructed area forming part of the development will now after the renegotiation be shared between the parties hereto in a manner whereby the Owners Allocation will comprise of 60% of the total constructed area less 1750 SqFt Saleable or Super Built Area to comprise of various flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the **OWNER'S ALLOCATION**) and the Developers Allocation will comprise of 40% of the total constructed area plus 1750 SqFt Saleable or Super Built Area to comprise of various flats units apartments constructed spaces and car parking spaces (hereinafter referred to as the **DEVELOPER'S ALLOCATION**).

- vi) Time mentioned in Article XI shall stand extended by 24months from the date of execution of this Deed
- l) The parties are desirous of recording the same in writing

**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

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1. It is recorded confirmed and declared that Article II - under **TITLE INDEMNITIES AND REPRESENTATIONS** the clause 2.8 will be added and read as follows:

"All the Owners agree undertake and indemnify that in the event of Real Estate (Regulation and Development) Act, 2016 becoming applicable in the State of West Bengal, provisions of this Agreement might need to be modified to conform to the Said Act as duly advised by the Architect and as required by the Regulatory Authorities administering such Act.

2. It is recorded confirmed and declared that Article III – under the head "**COMMENCEMENT**" Paragraph 2 – The obligation of the Developer to make payment of a sum of Rs. 15,00,000/- (Rupees Fifteen Lacs only) towards causing the tenants to vacate the parts and portions in their respective occupation shall stand deleted and/or extinguished.

3. It is recorded confirmed and declared that Article VII under the head "**SPACE ALLOCATION**" Clause 7.2 and 7.4 shall read as follows:

"Clause 7.2 - The Owners shall be entitled to 60% of the total constructed space after its completion less 1750 SqFt Saleable or Super Built Area (more or less) together with the undivided proportionate share in all common parts portions areas facilities and amenities **AND TOGETHER WITH** the undivided proportionate share in the land comprised in the said Premises attributable and/or allocable thereto (hereinafter referred to as the **OWNER'S ALLOCATION**) and the decision of the Architect as to the super built-up area shall be final and binding

Clause 7.4 – The Developer shall be entitled to 40% of the total constructed areas after its completion plus 1750 SqFt Saleable or Super Built Area (more or less) together with the undivided proportionate share in all common parts portions areas facilities and amenities **AND TOGETHER WITH** the undivided proportionate share in the land comprised in the said Premises attributable and/or allocable thereto (hereinafter referred to as the **DEVELOPER'S ALLOCATION**) and the decision of the Architect as to the super built-up area shall be final and binding and the parties hereto.

4. Under the head space allocation – the following clause be added:

Clause 7.9 Identification of respective allocation – In as much as the said plan has been prepared and approved by the parties hereto, the parties have identified their respective allocation as would appear from Part I and Part II of the **Second Schedule** hereunder written and the same shall form part of the said Development Agreement and in the event of any change or alteration or modification the same shall be done between the parties by mutual consent

Clause 7.10 To ensure proportionate sharing of areas in the New Building to commensurate with the allocations of various parties it may be required by the Developer to buy back from the Owners "Odd Lot" areas not exceeding 100 SqFt that may be part of the Owner's allocation or any of

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4) [Signature]  
5) [Signature]

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them but cannot be separated into an individual Unit and in such case subject to its feasibility, the Developer shall purchase or sell to the Owners such "Odd Lot" areas in undivided shares as may become necessary with mutual consent and concurrence.

5. Article IX under the head "**CONSIDERATION**" shall stand amended as follows:

9.1 The Developer shall pay to the Owners a total deposit amount of Rs. 96,00,000/- (Rupees Ninety six lakhs only) as non refundable deposit (hereinafter referred to as the **DEPOSIT AMOUNT**) and the said amount shall be paid in the following manner:

The Developer has paid to the Owners from the time of signing of the said Development Agreement till date hereof a sum of Rs. 61,10,101/- (Rupees Sixty One Lacs Ten Thousand One Hundred and One only) (which amount the Owners and each one of them admit and acknowledge to have been received)

The balance of the said Deposit Amount being a sum of Rs. 34,89,899/- (Rupees Thirty four lakhs eighty nine thousand eight hundred and ninety nine only) shall be paid within seven days from the date of sanction of the Plan.

6. Article XI – Exit Clause shall read as follows

1) Rakesh Kumar  
2) Meghna Mittal  
3) Chander Shekhar  
4) Manju Biswas  
5) Manju Bhatnagar  
6) Samritha Bhatnagar

11.1 –None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of either party (hereinafter referred to as the **DEFAULTING PARTY**) the other party shall be entitled to sue the Purchaser for specific performance of this agreement and for other consequential reliefs

Clause 11.2 – shall stand deleted

8. In Page No. 17 after Clause 12.13(c) the following Clause 12.13(d) will be added:

12.13(d) : That the open terraces Flat 2A OT-1 and Flat 2B OT-2 on the 2nd floor shall be jointly owned by the Allottees of Flat 2A and Flat 2B respectively and no Allottee shall be allowed to make any construction to cover any portion of the said open terraces whatsoever or make any demarcations or partition of the said open terraces which are deemed to be held as undivided shares in the whole of the said Open Terraces OT-1 and OT-2 taken together PROVIDED HOWEVER THAT the Allottees shall be

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entitled to install grills/gates at their windows and door abutting open out to the said open terraces

9. The Memo of Consideration in the Original Development Agreement shall be deemed to be updated as follows:

Sl. No	Particulars	Date	Cheque No.	Gross Amount (Rs.)	TDS (Rs.)	Net Amount (Rs.)
1	Chandan Biswas Paid on Behalf Of Chandan Biswas to Mookerjee Wine Stores	03.03.2014	333890	1,050,000.00	10,500.00	1,039,500.00
		07.04.2016	318264	252,525.00	2,525.00	250,000.00
				1,302,525.00	13,025.00	1,289,500.00
2	Manju Biswas Paid on Behalf Of Manju Biswas to Mookerjee Wine Stores	03.03.2014	333893	1,250,000.00	12,500.00	1,237,500.00
		07.04.2016	318264	252,525.00	2,525.00	250,000.00
				1,502,525.00	15,025.00	1,487,500.00
3	Megnath Biswas Megnath Biswas Paid on Behalf Of Megnath Biswas to Mookerjee Wine Stores	03.03.2014	333891	1,050,000.00	10,500.00	1,039,500.00
		16.12.2015	355351	500,000.00	0.00	500,000.00
		07.04.2016	318264	126,263.00	1,263.00	125,000.00
				1,676,263.00	11,763.00	1,664,500.00
4	Rabindra Nath Biswas Paid on Behalf Of Rabindra Nath Biswas to Mookerjee Wine Stores	03.03.2014	333892	1,250,000.00	12,500.00	1,237,500.00
		07.04.2016	318264	252,526.00	2,525.00	250,001.00
				1,502,526.00	15,025.00	1,487,501.00
5	Paid on Behalf Of Sarmistha Biswas to Mookerjee Wine Stores	07.04.2016	318264	126,262.00	1,263.00	124,999.00
				126,262.00	1,263.00	124,999.00
			Total (1+2+3+4)	6,110,101.00	56,101.00	6,054,000.00

1) Press  
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4) MB  
5) [Signature]

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10. Save as aforesaid all other terms and conditions of the said Development Agreement dated 3<sup>rd</sup> March 2014 shall remain unchanged.

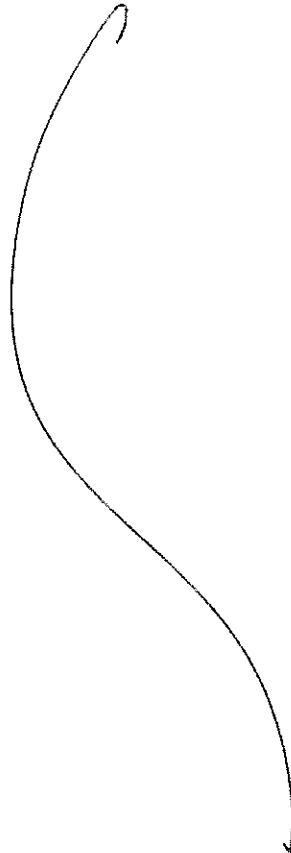
**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the Premises containing by estimation an area of 9 Kattahs 9 Chittaks 16 SqFt or 641.110 SqM or 6900.91 SqFt (more or less) situate lying at and being Municipal Premises No. 14A Earle Street, P.O. Kalighat P.S. Ballygunge Kolkata 700 026 together with all structures standing thereon within the limits of Kolkata Municipal Corporation under Ward No. 69 butted and bounded as follows:

On the North : By 12.192M Valmikee Street  
On the South : By Premises No 15A Earle Street  
On the East : Passage of 6A Valmikee Street  
On the West : By 12.192M wide Earle Street

1) RSB  
2) [Signature]  
3) [Signature]  
4) Manoj Biswas  
5) [Signature]  
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GD

Director /



THE SECOND SCHEDULE ABOVE REFERRED TO

PART - I

FLATS/UNITS AND CAR PARKING SPACES FORMING PART OF  
THE OWNER'S AND DEVELOPER'S ALLOCATION

Type of Allocation	Unit or Space Identification	Owner No 1 Allocation SqFt	Owner No 2 Allocation SqFt	Owner No 3 Allocation SqFt	Owners No 4 5 6 Joint Allocation SqFt	Total Owner Allocation SqFt	Developer Allocation SqFt	Map No.	Border Colour
Exclusive	Office 1						1429	1	Green
Joint	Office 2	220	220	219		659	120	1	Red
Exclusive	Office 3						764	1	Blue
Joint	OT 1 Flat 2A	94	94	34	10	232		2	Red
Exclusive	OT 2 Flat 2B			61		61		2	Blue
Joint	Flat 2A	396	396	396		1188		2	Red
Exclusive	Flat 2B			1652		1652		2	Blue
Exclusive	Flat 3A				1188	1188		3	Red
Exclusive	Flat 3B		1652			1652		3	Blue
Exclusive	Flat 4A				1188	1188		4	Red
Exclusive	Flat 4B	1652				1652		4	Blue
Exclusive	Flat 5A						1928	5	Green
Exclusive	Flat 5B						1511	5	Black
Exclusive	Flat 6A						1928	6	Green
Exclusive	Flat 6B						1511	6	Black

- 1) Rahindra Nath Biswas
- 2) - Magesh Kumar
- 3) - K. Venkatesh Kumar
- 4) Manju Biswas
- 5) - Saranishtha Biswas

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PART - II

FLATS/UNITS AND CAR PARKING SPACES FORMING  
PART OF THE OWNER'S AND DEVELOPER'S ALLOCATION

Car Parking Spaces	
Total Car Parks	16
Owner's Allocation	9.6
Less: Reserved	
Owner's Allocation No.1	2
Owner's Allocation No.2	2
Owner's Allocation No.3	2
Owner's Allocation No.4	2
Residual Car Parks	1.6
Developer's Allocation	6.4
Residual Allocation of Owners	1.6
Total	8.0

Out of 8 Car Parks to be sold by the Developer the revenue of 1.6 Car Parks shall be paid to the Owners to equalize Car Park Allocations

- 1) Rahindhar Math Bldg.
- 2) Magell Tower
- 3) London Road
- 4) Manji Bldg.
- 5) Sarintha Bldg.

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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 OWNERS** At Kolkata

in the presence of:

1) Rajindranath Biswas

2) Meghanta Biswas

3) Charla Biswas

For URMI DEY  
By her Constituted Attorney

4) Manju Biswas  
(Constituted Attorney)

5) Sarnistha Biswas

Witnesses:

1) Harriet Gardner  
52/6B B Road  
Kolkata 19

2)

**SIGNED AND DELIVERED**

**BY THE DEVELOPER** At Kolkata

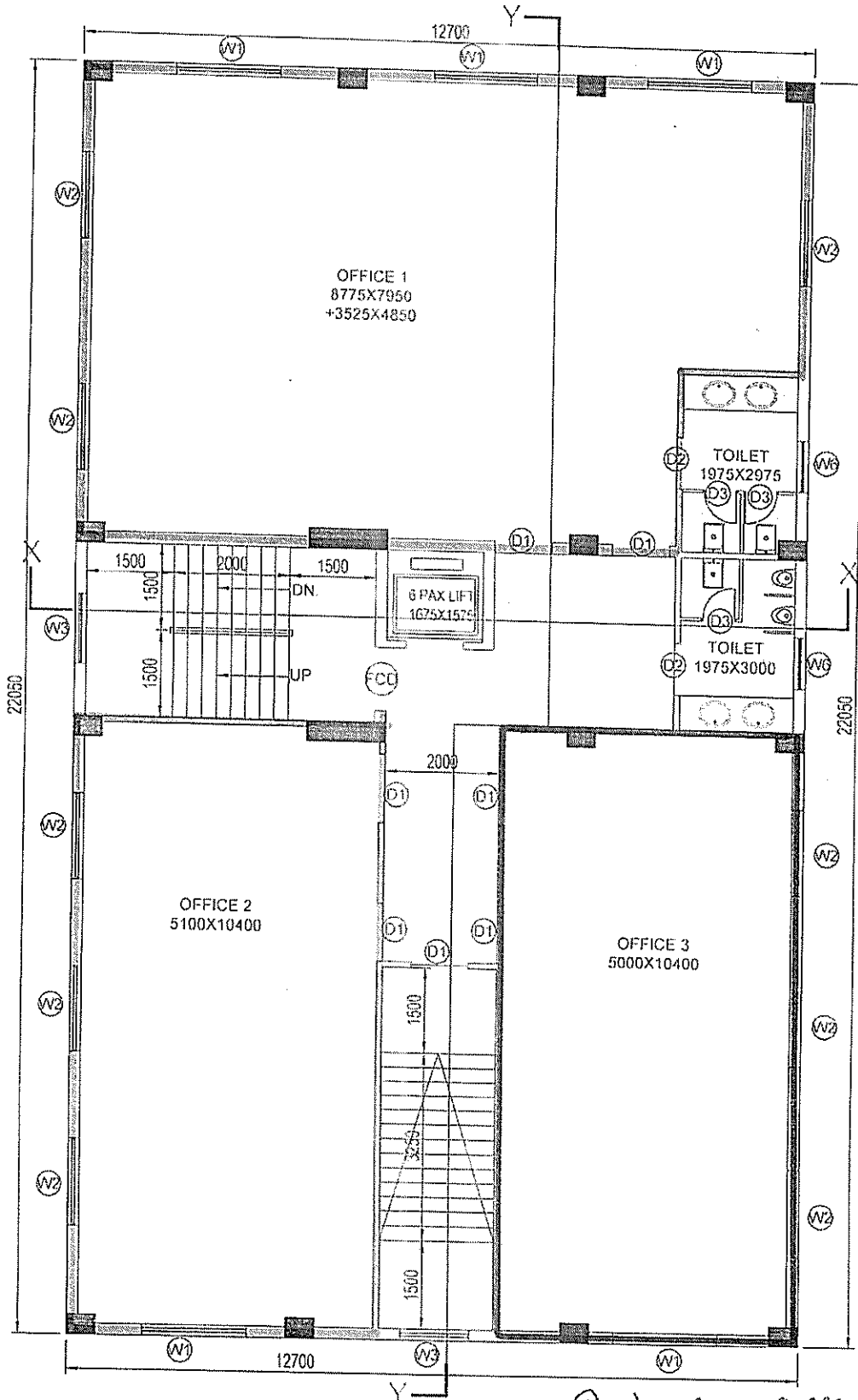
in the presence of:

1) Harriet Gardner

2)

PS GROUP REALTY LIMITED

Ganesh  
Director



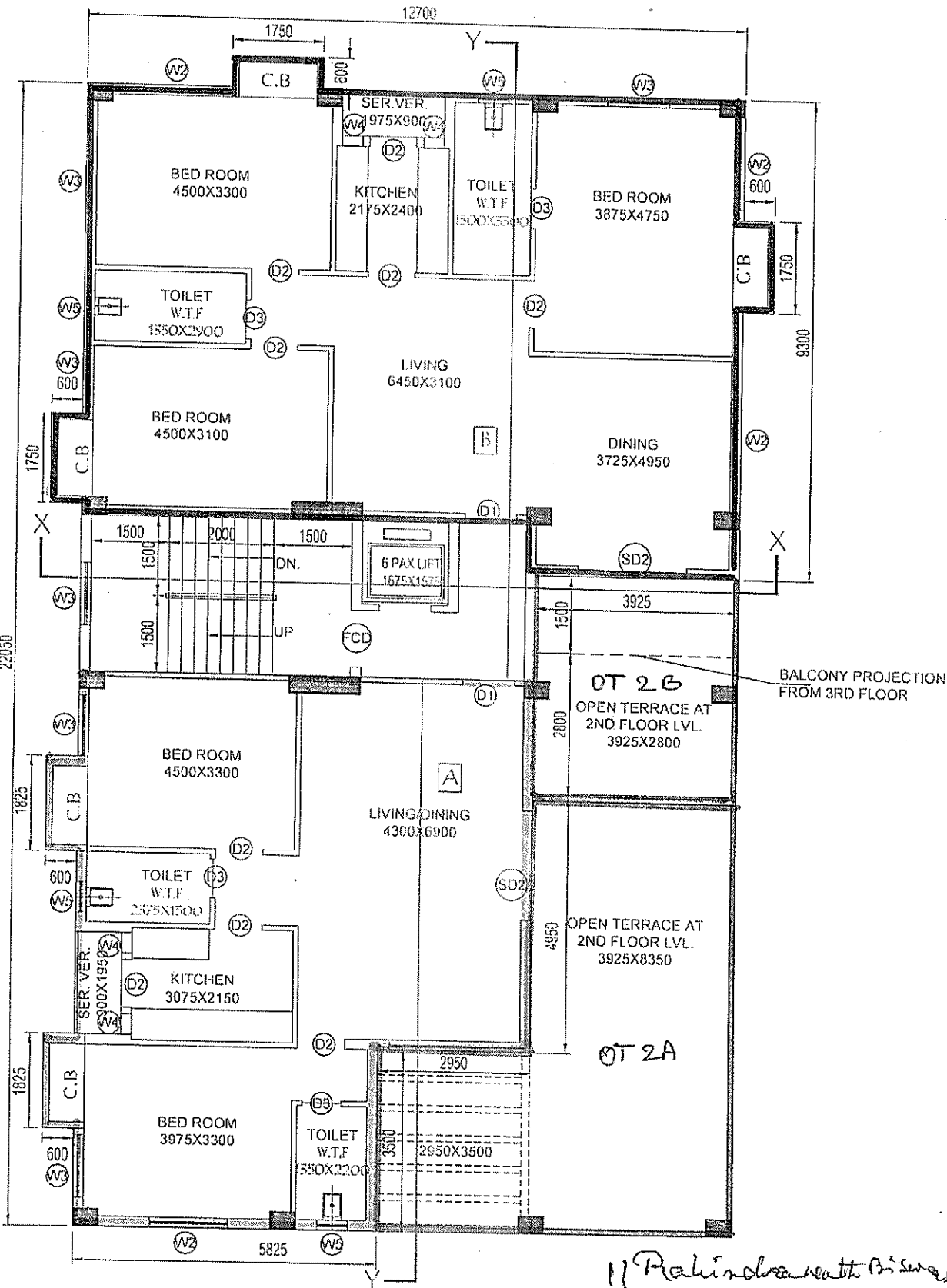
**1ST FLOOR PLAN**

PS GROUP REALTY PVT. LTD.

*gan*

Directors

- 1) Rabindevrao Patil
- 2) Meghraj Patil
- 3) Laxman Patil
- 4) Manoj Patil
- 5) Sarojkumar Patil

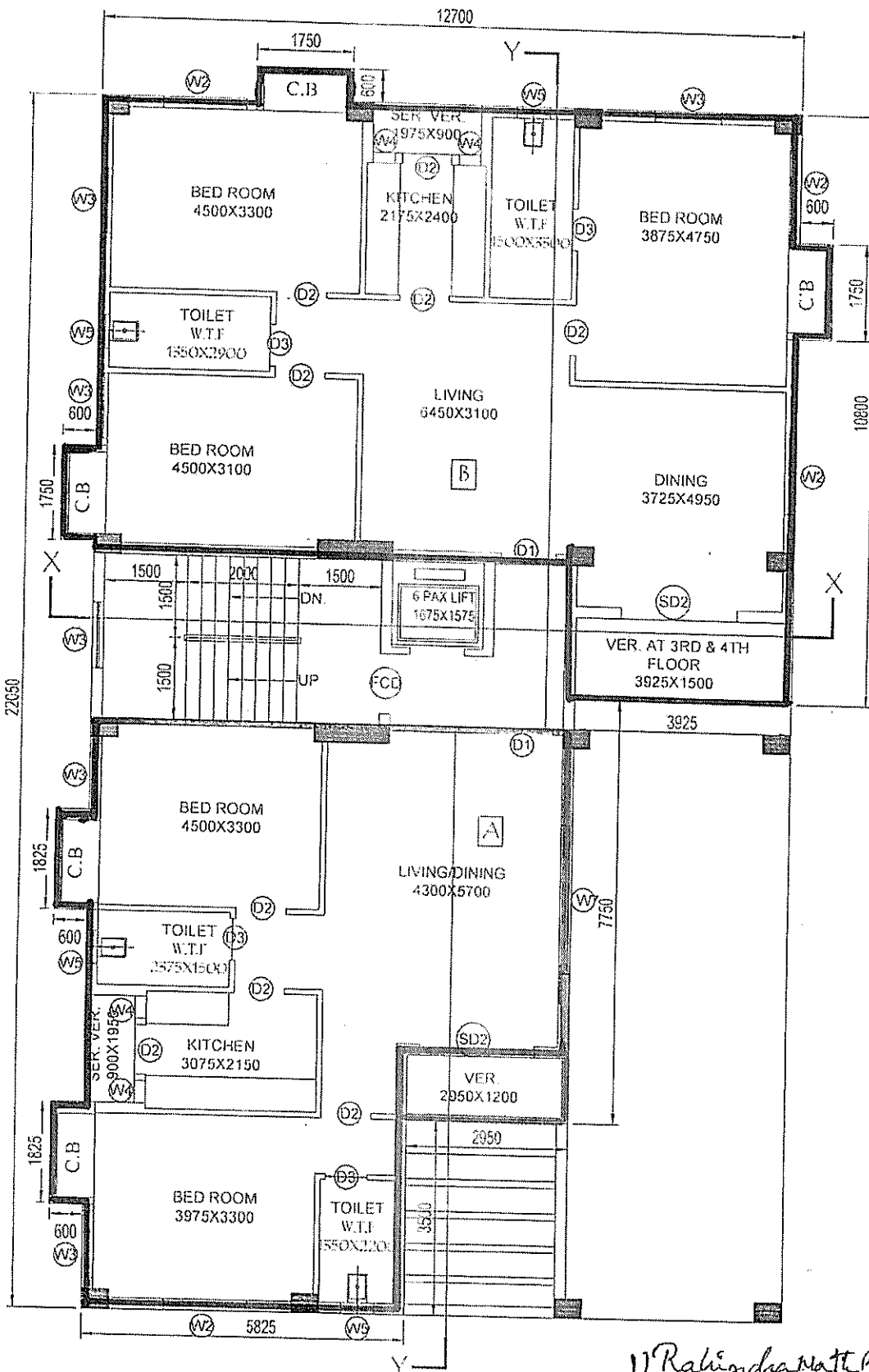


**2ND FLOOR PLAN**

PS GROUP REALTY PVT. LTD.

*Ganesh*  
Director,

- 1) Rakindra Nath Biswas
- 2) Meghraj Singh
- 3) Chandan Kumar
- 4) Manji Biswas
- 5) Sarmita Biswas

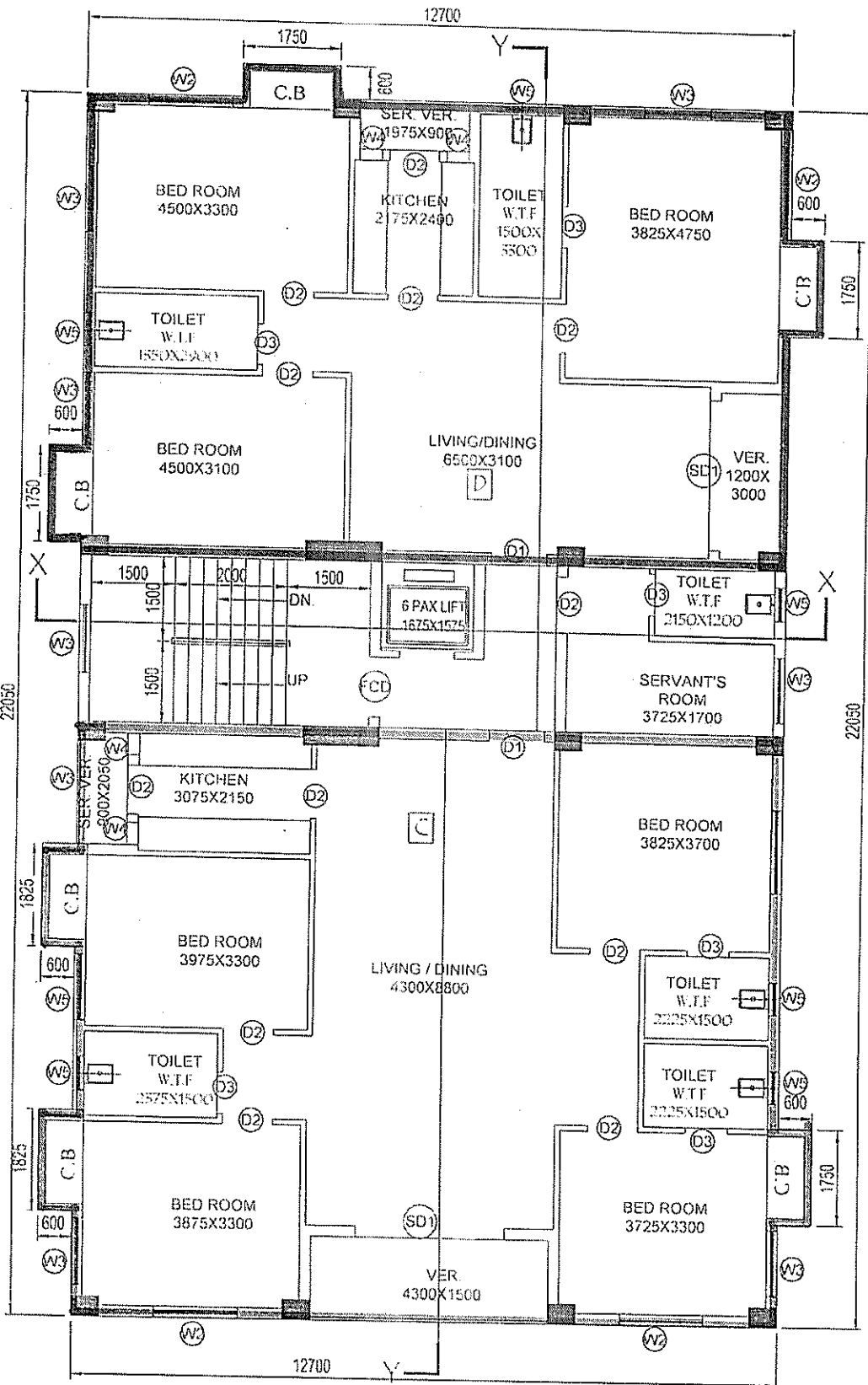


3RD AND 4TH FLOOR PLAN  
 PS GROUP REALTY PVT. LTD.

*Ganesh*  
 Director

- 1) Rakesh Math Baiswas
- 2) Meghal Dm
- 3) London Baiswas
- 4) Manju Baiswas
- 5) Sarmita Baiswas



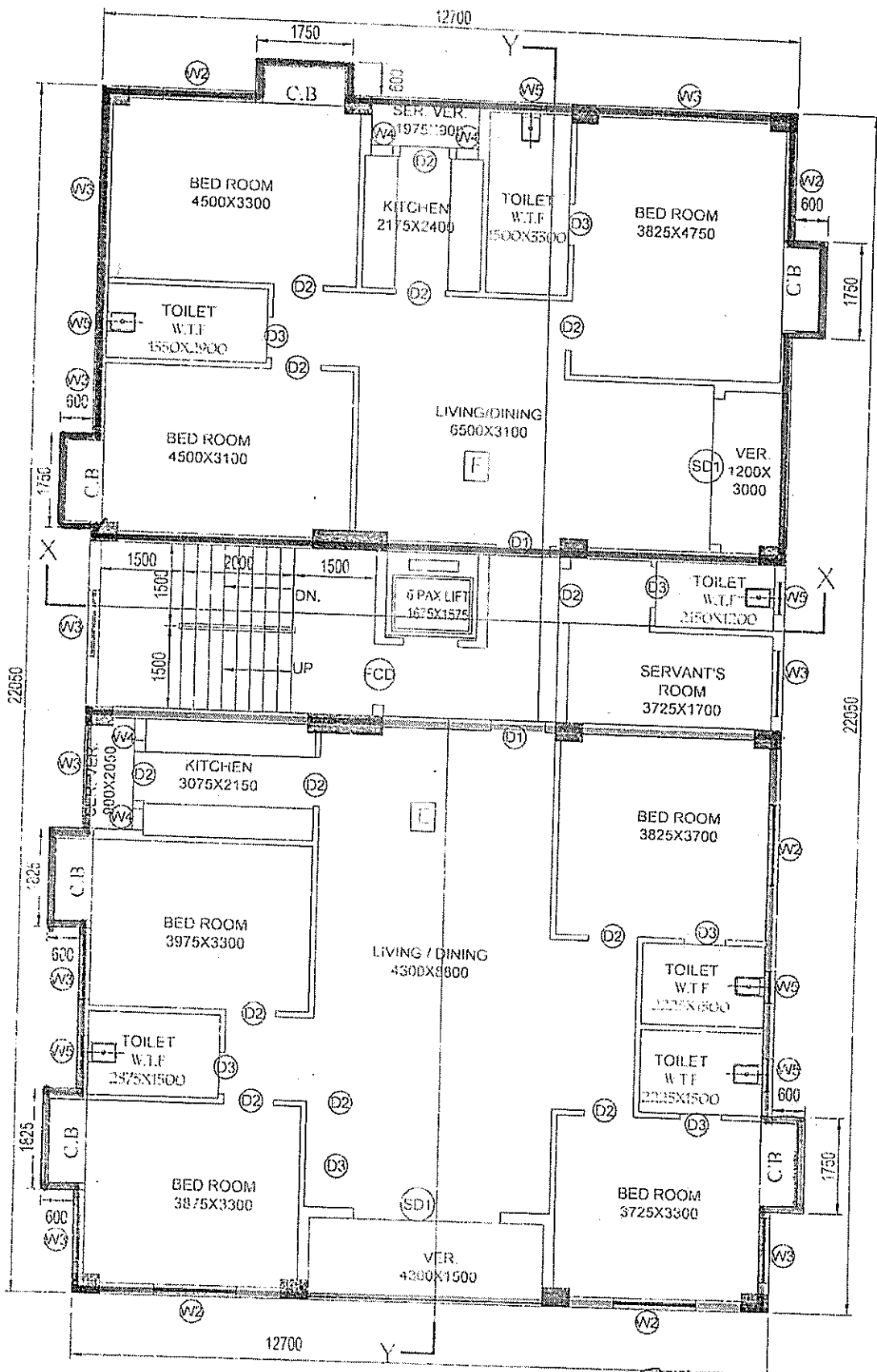


**5TH FLOOR PLAN**

PS GROUP REALTY PVT. LTD.

*Ganesh*  
Director

- 1) Rabintha Nath Sharma
- 2) Meghraj Kumar
- 3) London Khosla
- 4) Manoj Bhatnagar
- 5) Saranisha Khosla



**6TH FLOOR PLAN**

PS GROUP REALTY PVT. LTD.

Director

*Ganesh*

- 1) Rakshita Math Bhusar
- 2) Anjali M
- 3) Khushi Bhusar
- 4) Manu Bhusar
- 5) Samritha Bhusar

