



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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THIS SECOND DEED OF MODIFICATION MADE THIS THE 4th DAY OF
June TWO THOUSAND AND NINETEEN

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PS GROUP REALTY PVT. LTD.


[Signature]
Authorised Signatory/Director

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21 MAY 2019

Date.....
Sold to.....
of.....
Rupees.....

PS. GROUP REALTY (P) LTD.
1002, EM BY PASS
KOL-700105


Samira Das
Stamp Vendor
Allpore Police Court
South 24 Pgs., KOL-70

BETWEEN

(1) **Mr. Chandan Biswas**, son of Jugal Kishore Biswas AND (2) **Meghnath Biswas** son of Jugal Kishore Biswas , (3) **Rabindra Nath Biswas** son of Jatindra Nath Biswas(4) **Manju Biswas** wife of Kartick Chandra Biswas (5) **Urmi Dey** wife of Madhusudan Dey_(6) **Sarmistha Biswas** daughter of Kartick Chandra biswas, both residing at 7A,7B Valmeek Street and 14A & B, Earle Street, Kolkata - 700 026, hereinafter where the context may so require individually referred to as the "Owner" and collectively referred to as the "Owners" (which expression shall unless included by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

AND

PS Group Realty Pvt. Ltd. (previously known as **PS Group Realty Ltd.**), a company incorporated under the Companies Act, 1956, having its registered office at 1002, E.M Bypass, Kolkata - 700 105, P.S: Pragati Maidan; hereinafter referred to as the "**Developer/Promoter**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors successors in office and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. By virtue of a Development Agreement dated 3rd March, 2014 (hereinafter called the **Original Development Agreement**) made between the parties hereto and registered in the Office of the Additional District Sub-Registrar III, Alipore in Book No. I, CD Volume No. 6, Page Nos. 2648 to 2677 Being no. 02059 for the Year 2014 as duly modified by a Deed of Modification dated the 20th day of November 2017 (hereinafter called the **First Modification Agreement**) (AND the said **Original Development Agreement** and the said **First Modification Agreement** where the context so permits hereinafter jointly or singly called the said **Development Agreement**) the Owners have granted to the Developer exclusive right of development in respect of **ALL THAT** the Municipal Premises No. 14A Earle Street (formerly being Premises No. 14 A & B, Earle Street and 7 A & B, Valmikee Street, Police Station - Ballygunge, Kolkata 700026 containing by measurement in aggregate an area of 9 Cottahs, 9 Chittacks and 16 Sq.ft. (more or less) together with various buildings and structures standing thereon (hereinafter collectively

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called the **Entire Property/the Premises**) by demolition of the existing structures standing thereon and making a New Building thereat on the terms and conditions contained in the said Development Agreement.


- B. In terms of the Development Agreement, the Owners have also granted registered powers of attorneys dated 3rd March, 2014 and 28th August, 2018 in favour of (1) Surendra Kumar Dugar (2) Gaurav Dugar to perform various steps for the development of the said Premises.
- C. In pursuant to the Development Agreement, the Developer has caused amalgamation of Premises No. 14 A & B, Earle Street and 7 A & B, Valmikee Street, Police Station Ballygunge, Kolkata 700026 which is now re-numbered as Municipal Premises No. 14A Earle Street, Kolkata 700026 as also performed pre-demolition/construction duties and obligations including but not limited to removal of Tenants No. 1 namely Subrata Chatterjee, Tenants No. 2 namely Mrs. Chaya Chatterjee & Mr. Shyamal Chatterjee in terms of the First Modification Agreement, getting Sanction of Plans, Arranging alternative accommodation, amongst others acts and deeds to facilitate development of the said Premises as the Owners also have by causing to be vacated Tenant No. 3 namely Vinay Kumar/Mukherjee Wine Stores and one garage space in the occupation of one Ranjit Chakraborty.
- D. After discussing various issues, the parties have decided to enter into this Agreement (hereinafter called the **Second Modification Agreement**) for the purpose of recording the some amended and/or additional terms and conditions in mutual modification of the said Development Agreement.
- E. It has also been agreed that simultaneously with the execution of these presents and in terms hereof, the Owners have handed over the said Premises to the Developer to commence the works of demolishing of the existing building and constructing a new building thereat in terms of the said Development Agreement as duly modified by this the Second Modification Agreement

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. All capitalized terms used in this Second Modification Agreement but not defined herein shall have the same meaning as in the Development Agreement.

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2. **AMENDMENTS, ADDITIONAL TERMS AND CONDITIONS**

- 2.1. The Owners hereby acknowledge and confirm that they have received a true copy of the BS Plan No 2018080160 dated 4/12/2018 duly certified by the Developer within the meaning of Clause 1.10 of the said Original Development Agreement; and shall further provide true copies of all modification plans, if any to be sanctioned by the Kolkata Municipal Corporation; as also the Occupancy Certificate alongwith with the Completion Plans issued by the said authority for the purpose of performing the Development Agreement.
- 2.2. The Parties hereby affirm that their respective allocations in terms of the First Modification Agreement dated 20th day of November 2017 is set out in Part I and Part II of Annexure A hereto.
- 2.3. The Developer undertakes not to alter the layout of the Flats in the Owner's Allocation without written consent of the respective Owners provided however that the Architect will be at liberty to make adjustments for site-discrepancies and the decision of the Architect in this regard shall be final and binding on both parties.
- 2.4. That in compliance of Article III Clause 5 of the Original Development Agreement, the Developer for the purpose of alternative accommodation to the Owners, has from May 1 2019 arranged for and provided free of charge residential flat bearing Flat No. 4A, at Premises No. 19A, Palit Street, Kolkata 700 026 for Mr. Rabindra Nath Biswas as equally also for the use and temporary accommodation of any or all Owners (as may be mutually decided amongst the Owners themselves without any concern of the Developer) until the New Building is completed and physical handover of the built premises to the extent of Flats under the Owner's allocation are completed with amenities and handed over to the Owners after issuance of Occupancy certificate by the Kolkata Municipal Corporation.
- 2.5. That in relation to Article III Clause 6.0 of the original development agreement Article and/or IV Clause 4.70 and/or other provisions relating thereto, the Owners have negotiated and finalized the pricing and terms and conditions with a demolition contractor (called Demolition-Contractor) for the demolition

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of the existing building and structures at the said Premises and further thereto it has been agreed as follows:

- 2.5.1. That the Owners will receive the consideration for demolition and salvage value of debris directly from the Demolition Contractor without the concern or responsibility of the Developer.
- 2.5.2. That apart from having given possession of the said Premises to the Demolition-Contractor through the Developer, the Owners have no responsibility for the performance of the Demolition-Contractor which shall be deemed to have been executed under the supervision of the Developer.
- 2.6. That simultaneously with the execution hereof, the Developer has paid to the Owners by various Bank Draft/Pay Orders being the balance security deposit due to each of them in terms of Clause 9.1 of Article IX of the said Original Development Agreement as set-out in Annexure B hereto.
- 2.7. The parties confirm that in terms of Article X Clause 10.1 of the Original Development Agreement dated 3rd March, 2014 and subject to the conditions stated therein, the time period of completion of the building is 30 (thirty) months with a grace period of 6 (six) months from the date of possession, hence the total time period including the grace period is 36 (thirty six) months which shall be counted from the date of execution of these presents.
- 2.8. The Parties confirm that the penalty in Clause 10.2 of Article X of the Original Development Agreement shall be modified and substituted as follows:

In the event the Developer fails to complete the said proposed building within the said stipulated period of 36 (thirty six) months in that event the Developer shall pay to the Owners a penalty of Rs.3,00,000/- (Rupees three lacs only) per month in the manner stated hereinbelow, till such time the construction is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the said property by any act of God or State, litigation or by any circumstance beyond the control of the Developer)

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2.8.1.1. Rs 75,000 each to Owner No 1, Owner No 2 and Owner No 3

2.8.1.2. Rs 75,000 jointly to Owner No 4, Owner No 5 and Owner No 6

2.8.1.3. It is recorded that in the event Clause 2.80 becomes operational,

2.8.1.3.1. Owner No 3 Rabindra Nath Biswas shall continue to be provided with the alternate accommodation (rent being paid by the Developer) described in Clause 2.4 above AND ALSO receive Rs 75,000 per month in terms of Clause 2.8.1.1. hereinabove

2.8.1.3.2. With regard to Owners No 1, 2, 4, 5 & 6 it is agreed THAT at the option of such respective Owner, the Developer shall

EITHER pay such Owner/s their respective share of the penalty mentioned hereinabove

OR arrange for temporary accommodation for them in lieu of and within their respective penalty amounts

3. PAYMENT OF GST

3.1 The Owners shall jointly and severally be liable to pay to the Developer the GST on the Construction Services provided by the Developer to the Owners in respect of the Owners Allocation. The said amount shall be paid as and when due as per the applicable law.

3.2 For the purpose of securing payment to Developer as per Clause 3.1 of this Agreement, the Owners have agreed as follows:

(A) THAT Owners No 1, 2 & 3 will earmark ALL THAT the Office 2 on the 2ND floor of the building to be constructed at the said Premises forming part of the Allocation of Owners No 1, 2 and 3 (hereinafter referred to as the EARMARKED PORTION-1);

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(B) THAT Owners No 4, 5 & 6 jointly will earmark ALL THAT the Flat No 4A on the 4th floor of the building to be constructed at the said Premises forming part of the Allocation of Owners No 4, 5 and 6 (hereinafter referred to as the EARMARKED PORTION-2)

until payment of the amounts due and payable by them respectively on account of GST have been paid, the Owners have agreed not to enter into any agreement for sale transfer nor to create any interest of any third party into or upon the said Earmarked Portions 1 & 2 and the said Earmarked Portions 1 & 2 shall remain in possession and ~~at the same will be~~ at the disposal of the Developer until such time the owners make payment of the amounts payable by them on account of GST.

3.3 In the event of any failure on the part of the Owners in making payment of the amount due and payable respectively by them on account of GST then and in that event the Developer shall be entitled to and is hereby authorised to sell and transfer the said Earmarked Flats/s of such Owner/s at a price not less than the then fair market value of the earmarked Flat and out of the net sales proceeds accruing consequent to sale and transfer thereof shall be entitled to make payment of the amount which may become payable by such Owners/ on account of GST and in the event of there being any deficit, such Owners/ shall forthwith make payment of such deficit amount and in the event of there being any surplus the same shall be forthwith paid over by the Developer to such Owner/s.

4. MISCELLANEOUS

4.1. That simultaneously with the execution hereof the Developer has received khas vacant and peaceful possession of the balance portions of the said Premises/Entire Property from the Owners to proceed with the demolition of the existing and construction of a new building on the said Entire Property/the said Premises pursuant to BS Plan No 2018080160 dated 4/12/2018 sanctioned by the KMC.

4.2. The Developer confirms that it has advised the Architect to design a sanctionable covered Patio / Gazebo in the NE Corner of the Roof as space to carry out Pujas for the family deity of the Owners, subject to that such Patio / Gazebo and/or prayer space shall always be part of the Common Parts and Portions of the common facilities for all the flat owners of the building. The

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Developer assures to take all necessary actions for the construction of such covered Patio/Gazebo for the purpose stated.

- 4.3. That simultaneously with the execution of this agreement pursuant to Clause 5.1 of the Original Development Agreement, the Owners shall handover the title documents of the said Premises to their lawyer namely Sri Kesab Chandra Sil/ Sri Gouranga Sarkar of 29B, Lansdown Place, Kolkata - 700 029, who shall hold the same in trust for and behalf of the Owners and the Developer.
5. That Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.
- 5.1. The Parties expressly agree that this Second Modification Deed shall be attached to and form part of the said Original Development Agreements and the said First Modification Agreement at all times and be read in consonance with the same and to the extent that there is any conflict or inconsistency between the terms and conditions contained in this Addendum and the said Development Agreements, the terms and conditions contained in this Addendum shall prevail to the extent of such conflict.
- 5.2. The Parties agree that this Second Modification Deed shall be effective commencing from the date of execution of these presents and shall be co-terminus and co-extensive along with the said Development Agreement. Any change in the terms and conditions of the said Development Agreements (together with these presents) requires an amendment in writing mutually agreed and duly signed by each of the Parties.

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IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to the Development Agreement dated [] be executed as of the date first written above.

<p>For and on Behalf of PS GROUP REALTY PVT. LTD.(Developer)</p> <p>PS GROUP REALTY PVT. LTD.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory/Director</p> <hr/> <p>(Signature and seal)</p> <p>Name: _____</p> <p>Title: _____ (Authorized Signatory)</p>	<p>By Mr. Chandan Biswas</p> <p><i>[Signature]</i></p> <hr/> <p>(signature)</p>
<p>By Mr. Rabindra Nath Biswas</p> <p><i>Rabindra Nath Biswas</i></p> <hr/> <p>(signature)</p>	<p>By Mr. Meghnath Biswas</p> <p><i>[Signature]</i></p> <hr/> <p>(signature)</p>
<p>By Ms. Urmi Dey</p> <p>on behalf of Urmi Dey, through Power of attorney <i>Manju Biswas</i> is signing authority.</p> <hr/> <p>(signature)</p>	<p>By Mrs. Manju Biswas</p> <p><i>Manju Biswas</i></p> <hr/> <p>(signature)</p>
<p>In presence of Witness 1:</p> <p><i>Sambash Routh</i></p> <p>Name: <i>SAMBASH ROUTH</i></p> <p>Address: <i>3, Love Lock Place, kol - 101</i></p>	<p>By Ms. Sarmistha Biswas</p> <p><i>Sarmistha Biswas</i></p> <hr/> <p>(signature)</p> <p>In presence of Witness 2:</p> <p>Name: <i>Pialex Biswas</i></p> <p>Address: <i>404, Internodel Castle, 27 Koolihalli Main Road, Bangalore - 560008</i></p>

Annexure A

PART - I

**FLATS/UNITS AND CAR PARKING SPACES FORMING PART OF THE
OWNER'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						1330	1	Green
Joint	Office 2	271	271	271		813		1	Red
Exclusive	Office 3						798	1	Blue
Joint	OT-1 Flat 2A	188	188	68	20	464		2	Red
Exclusive	OT-2 Flat 2B			122		122		2	Blue
Joint	Flat 2A	386	386	385		1157		2	Red
Exclusive	Flat 2B			1597		1597		2	Blue
Exclusive	Flat 3A				1157	1157		3	Red
Exclusive	Flat 3B		1597			1597		3	Blue
Exclusive	Flat 4A				1157	1157		4	Red
Exclusive	Flat 4B	1597				1597		4	Blue
Exclusive	Flat 5A						1458	5	Green
Exclusive	Flat 5B						1873	5	Black
Exclusive	Flat 6A						1579	6	Green
Exclusive	Flat 6B						2008	6	Black
Exclusive	Roof Flat 6A						133	R	Green
Exclusive	Roof Flat 6B						194	R	Black

(Morefully delineated in the plan attached hereto)

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

Car Parking Spaces		
Total Car Parks		16
Owner's Allocation		9.6
Less: Reserved		
Owner's Allocation No.1	2.4	
Owner's Allocation No.2	2.4	
Owner's Allocation No.3	2.4	
Owner's Allocation No.4,5,6	2.4	
Developer's Allocation		6.4

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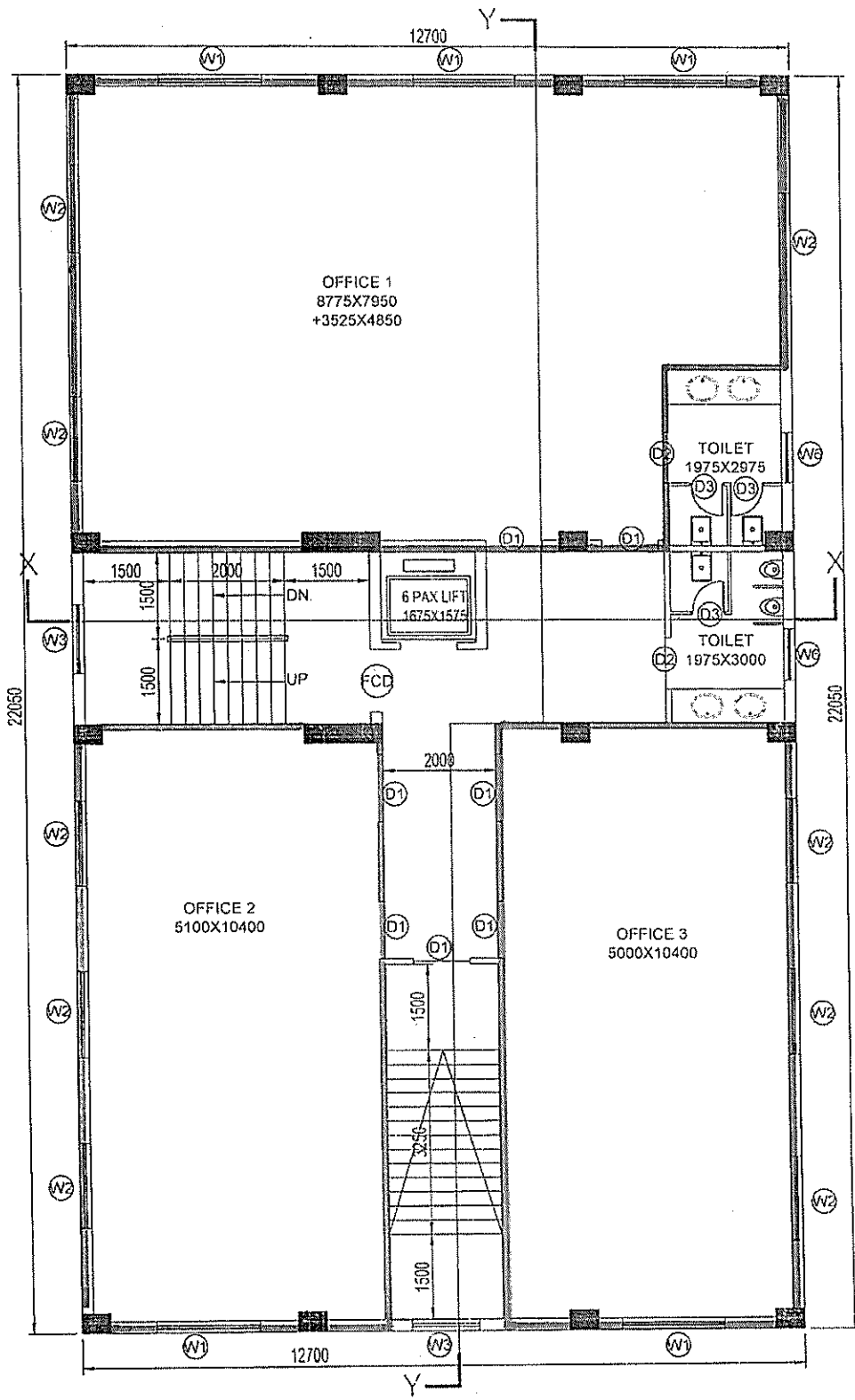
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ANNEXURE B

Sl.No	Particulars	Date	Cheque No.	Gross Amount (Rs.)	TDS (Rs.)	Net Amount (Rs.)	To be Paid As Per 2nd Sched of Modification	Amount Paid as on 31.05.19	Balance Amount To be Paid	TDS (Rs.)	Balance Amount To be Paid	Cheque No.
1	Chandan Biswas	03.03.2014	333890	1,050,000.00	10,500.00	1,039,500.00						
	Paid on Behalf Of Chandan Biswas to Mookerjee Wine Stores	07.04.2016	318264	252,525.00	2,525.00	250,000.00	2,400,000.00	1,628,476.00	771,524.00	7,715.24	763,809	913085 dated 01.06.19
	Paid on Behalf Of Chandan Biswas to Ranajit Chakaraborthy	10.04.2019	666920	101,011.00	1,010.00	100,001.00						
				1,403,536.00	14,035.00	1,389,501.00						
2	Manju Biswas	03.03.2014	333893	1,250,000.00	12,500.00	1,237,500.00						
	Paid on Behalf Of Manju Biswas to Mookerjee Wine Stores	07.04.2016	318264	252,525.00	2,525.00	250,000.00	600,000.00	542,826.00	257,174.00	2,571.74	254,602	913086 dated 01.06.19
	Paid on Behalf Of Manju Biswas to Ranajit Chakaraborthy	10.04.2019	666920	33,590.00	336.00	33,254.00						
				1,536,115.00	15,360.90	1,520,754.00						
3	Megnath Biswas	03.03.2014	333891	1,050,000.00	10,500.00	1,039,500.00						
	Megnath Biswas	16.12.2015	355351	500,000.00	0.00	500,000.00						
	Paid on Behalf Of Megnath Biswas to Mookerjee Wine Stores	07.04.2016	318264	126,263.00	1,263.00	125,000.00	2,400,000.00	1,628,476.00	771,524.00	7,715.24	763,809	913087 dated 01.06.19
	Paid on Behalf Of Megnath Biswas to Ranajit Chakaraborthy	10.04.2019	666920	101,011.00	1,010.00	100,001.00						
			1,777,274.00	12,773.00	1,764,501.00							
4	Rabindra Nath Biswas	03.03.2014	333892	1,250,000.00	12,500.00	1,237,500.00						
	Paid on Behalf Of Rabindra Nath Biswas to Mookerjee Wine Stores	07.04.2016	318264	252,526.00	2,525.00	250,001.00	2,400,000.00	1,628,476.00	771,524.00	7,715.24	763,809	913088 dated 01.06.19
	Paid on Behalf Of Rabindra Nath Biswas to Ranajit Chakaraborthy	10.04.2019	666920	101,012.00	1,010.00	100,002.00						
				1,603,538.00	16,035.00	1,587,503.00						
5	Paid on Behalf Of Sarmistha Biswas to Mookerjee Wine Stores	07.04.2016	318264	126,262.00	1,263.00	124,999.00	600,000.00	542,825.00	257,175.00	2,571.75	254,603	913089 dated 01.06.19
	Paid on Behalf Of Sarmistha Biswas to Ranajit Chakaraborthy	10.04.2019	666920	33,590.00	336.00	33,254.00						
				159,852.00	1,599.00	158,253.00						
6	Paid on Behalf Of Urmil Dey to Ranajit Chakaraborthy	10.04.2019	666920	33,590.00	336.00	33,254.00	600,000.00	542,826.00	257,174.00	2,571.74	254,602	913090 dated 01.06.19
				33,590.00	336.00	33,254.00						
Total (1+2+3+4+5+6)				6,513,905.00	60,139	6,453,766.10	9,600,000.00	8,513,905.00	3,086,095.00	30,860.95	3,055,234.05	

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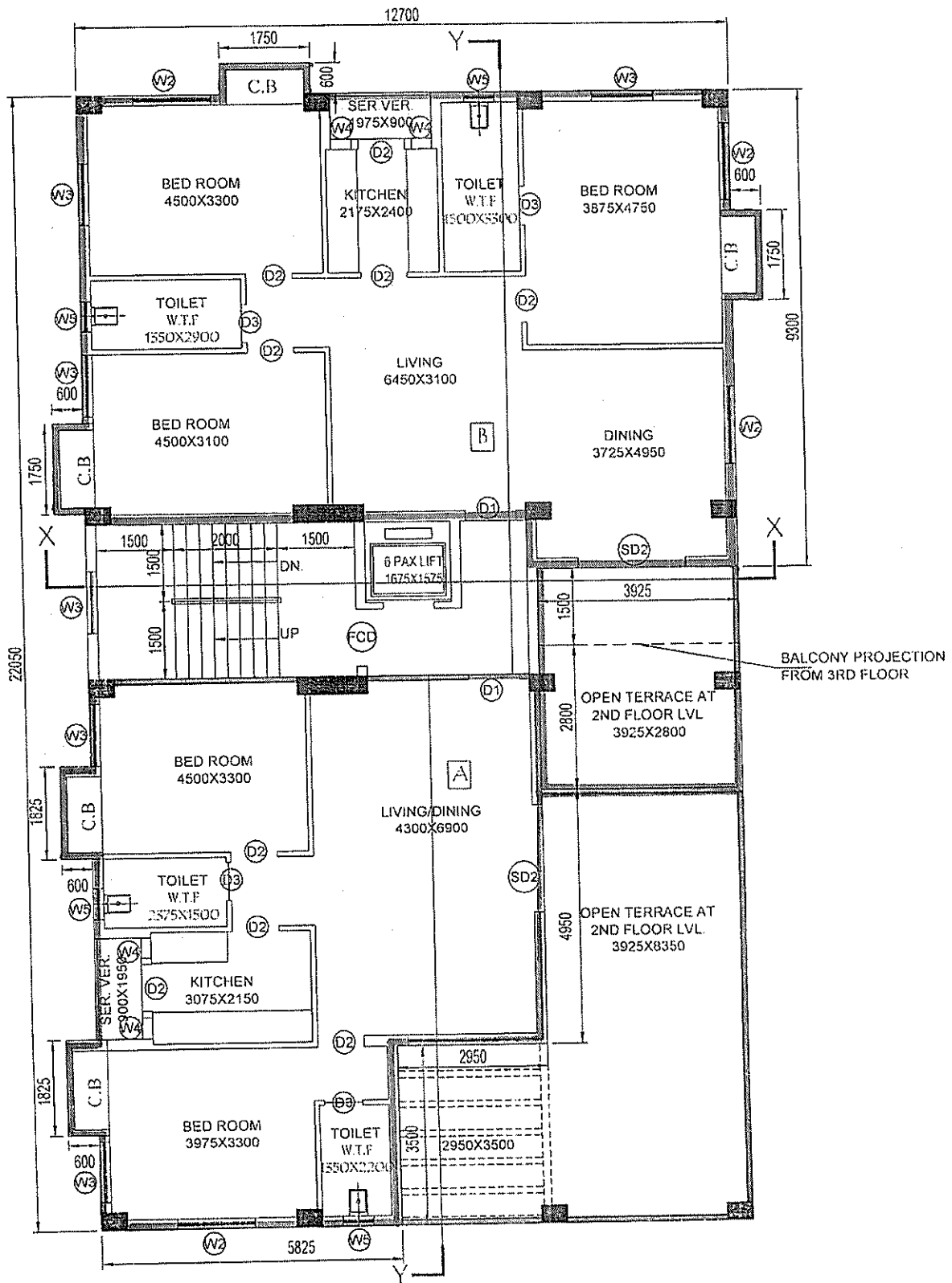


1ST FLOOR PLAN

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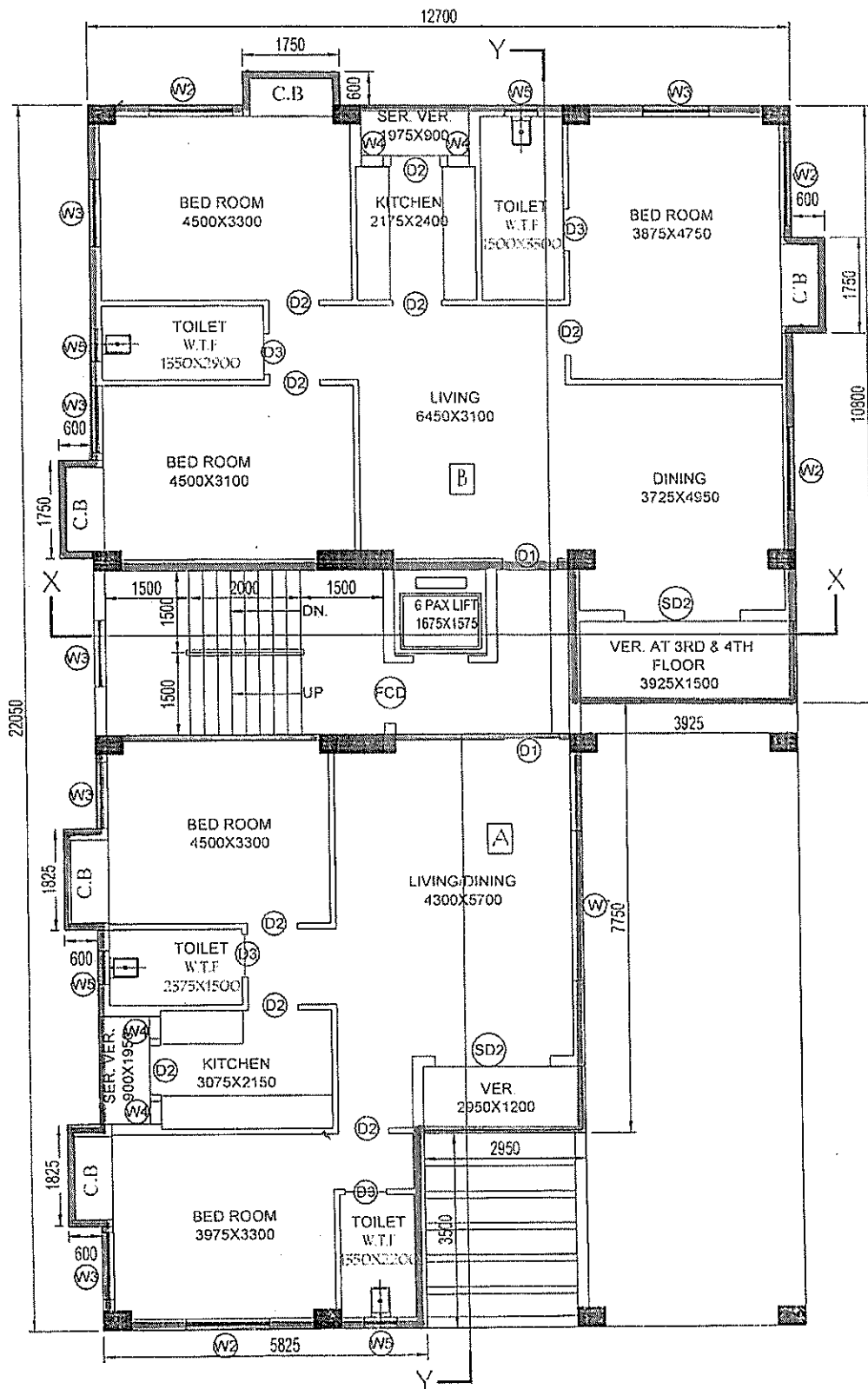
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2ND FLOOR PLAN

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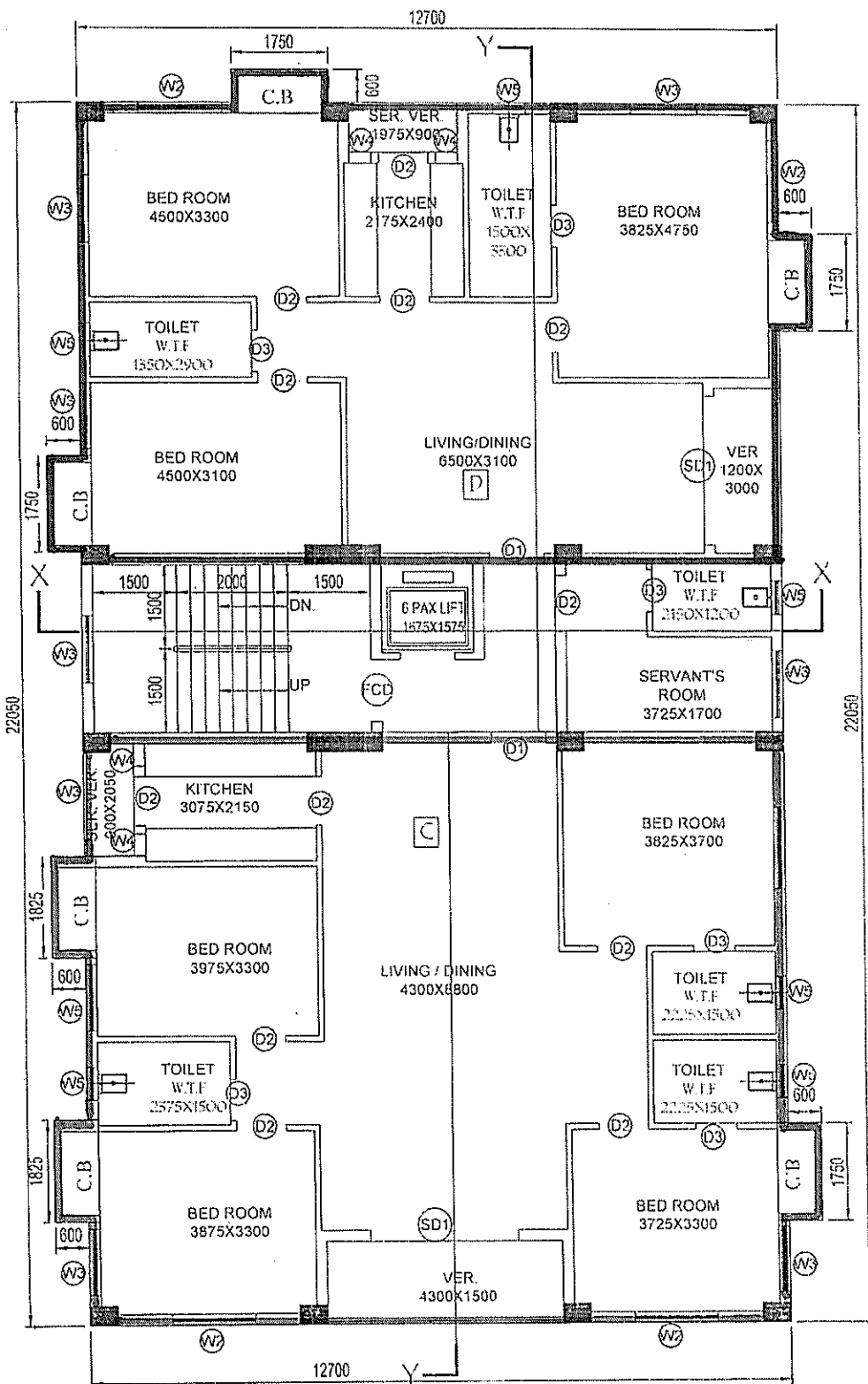


3RD AND 4TH FLOOR PLAN

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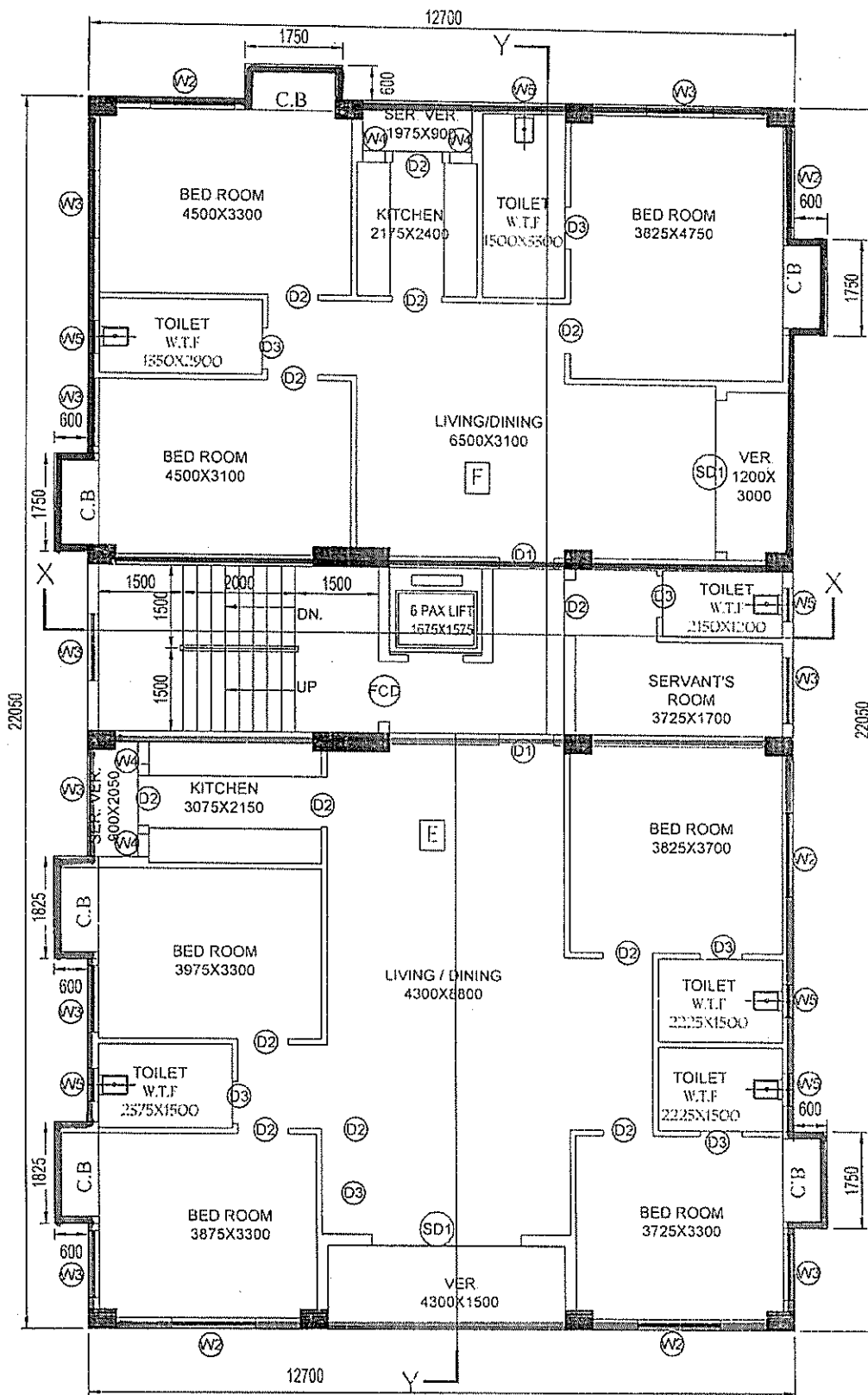


5TH FLOOR PLAN

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6TH FLOOR PLAN

Ravi Kumar
RAB
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Ravi Kumar Dugga
 Director

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