

remaining 50% of the sanctioned constructed area of the building which includes entire first, fourth & sixth floor and 50% of top floor and 50% of remaining covered/open car parking space (northern portion) on the ground floor except "OWNERS" allocation of the proposed G+VII storied building to be erected and/or constructed thereon in accordance with the building plan duly sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits inclusive of roof of the building as mentioned and detailed in the Third Schedule thereunder written.

AND WHEREAS that after obtaining sanctioned building plan subsequently the "OWNERS" and the "DEVELOPER" herein mutually settled their specific portion of the 7th floor flat and one shop room on the ground floor of the proposed ground plus seven storied building a fresh by executing this Supplementary Development Agreement.

NOW THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- 1) The "DEVELOPER" has started constructing the three flats on the 7th floor, total flat area measuring more or less 2995 Sq.Ft. built-up area, consisting of Flat No. A, measuring more or less 950 Sq.Ft. built-up area, Flat No. B, measuring more or less 975 Sq.Ft. built-up area and Flat No. C, measuring more or less 1070 Sq.Ft. built up area, and one shop room measuring more or less 168 Sq.Ft. on the front side at the Ground Floor, which is now vacated from the tenant by the "DEVELOPER"/"OWNERS" jointly against monetary consideration.
- 2) The "OWNERS" will get herein one Flat No-C on front portion, measuring more or less 1070 Sq. Ft. built-up area on the 7th Floor of the G+VII storied building to be erected and/or constructed thereon in

accordance with the building plan duly sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits inclusive of the roof of the said building.

- 3) The "**DEVELOPER**" herein "Saswata Consultants Pvt. Ltd." will get one Flat No.B, measuring more or less 975 Sq.Ft. built-up area on South-East side on the 7th Floor(top floor) except "**OWNERS'** allocation of the proposed ground plus seven storied building to be erected and/or constructed thereon in accordance with the building plan duly sanctioned by The Kolkata Municipal Corporation together with proportionate right of all facilities, utilities and benefits inclusive of roof of the said building which is mentioned and detailed in the Third Schedule hereunder written.
- 4) As per said Development Agreement registered on 11/08/2014 "**OWNERS'** will get more or less 1497.5 Sq.Ft. built-up area and "**DEVELOPER**" will get more or less 1497.5 Sq. Ft. built-up area on the 7th floor (top floor).
- 5) That the "**OWNERS'** herein will get Flat No-C, measuring more or less 1070 Sq. Ft. built-up area out of "**OWNERS**" share of 1497.5 Sq.Ft. built-up area on the 7th Floor and the balance built-up area of 427.5 Sq.Ft. will be adjusted with Flat No. A, measuring more or less 950 Sq.Ft. built-up area on the 7th floor, as per said Development Agreement registered on 11/08/2014.
- 6) That accordingly "**DEVELOPER**" herein will get Flat No. B, measuring more or less 975 Sq.Ft. on South-East side of top floor, out of "**DEVELOPER**" share of 1497.5 Sq.Ft. built-up area and the

balance area 522.5 Sq.Ft. will be adjusted with Flat No. A, measuring more or less 950 Sq.Ft. built-up area on the 7th floor, as per said Development Agreement registered on 11/08/2014.

- 7) That now "**OWNERS**" and "**DEVELOPER**" will jointly get 950 Sq.Ft. (427.5 Sq.Ft. + 522.5 Sq.Ft.) built-up area on the 7th floor (top), being Flat No. A, and one(1)Shop room measuring about 168 Sq.Ft. on the Ground Floor of the said G+VII storied building, sanctioned by the K.M.C.
- 8) That the "**OWNERS**" and the "**DEVELOPER**" mutually extended the completion period of the proposed ground plus seven storied building from twenty four months to thirty months and when the "**OWNERS**" will take clear possession without any encumbrances of their allocated portion, the said "**OWNERS**" will complete clear transaction/account with the "**DEVELOPER**".
- 9) That the all other terms and conditions of the Development Agreement registered on 11th. day of August, 2014 shall remain in full force and virtue in all other respect and binding upon both the above mentioned parties, which has been referred to as the "**Principal Development Agreement**"
- 10) This agreement will be considered as the part & parcel of the "Principal Development Agreement" registered on 11th. August 2014.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece and parcel of homestead land measuring 13 Cottahs be the same a little more or less together with structure standing thereon lying and situated at Mouza-Garfa, J. L. 19, R. S. No. 2, Pargana- Khaspur, District Collectorate Touzi No. 155, appertaining to R.S. Khatian Nos. 884 & 1449,

comprising R.S. Dag Nos. 957 & 957/4101, P. S. formerly Kasba at present Garfa, Sub-Registration Office at Sealdah, now within the local limits of The Kolkata Municipal Corporation **under Ward No. 106**, being known as **Municipal Premises No. 138, Garfa Main Road, Kolkata- 700 078**, in the District of South 24-Parganas, which is butted and bounded in the manner following :-

On the North : By House of Shri Utpal Datta & Shri Kamal Kanti Datta
 On the South : By 10' feet wide Sreepur Road /
 On the East : By Smt. Abalabala Biswas
 On the West : By 32' feet wide Garfa Main Road.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year written above.

SIGNED, SEALED AND DELIVERED

In presence of :

WITNESSES :

1. *Biswanath Datta*
Abpur Police Court
Kol. - 27.
2. *Syamal Kumar*
22 Gualti Rd
Kol. - 75

Bijay Kumar
Malay Gaha.
Sanjay Gaha.
Ratna Das

SIGNATURE OF THE OWNERS

SASWATA CONSULTANTS PVT. LTD.
Debasankar Ghosh
 Managing Director

SIGNATURE OF THE DEVELOPER

Drafted by me.

Anand Kumar
F/1523/2009

