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भारतीय गैर न्यायिक

बीस रुपये
रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

23AA 341337

21/03/18
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Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

District Sub-Register-III
Alipore, South 24-parganas

21 MAR 2018

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on this the 21st day of March, Two Thousand Eighteen (2018)

BETWEEN

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(1) **SHRI BIJAY GUHA, (PAN BOUPG9629A)**, son of Late Bhabatosh Guha, by Nationality - Indian, by faith - Hindu, by occupation- Unemployed, (2) **SHRI MALAY GUHA, (PAN BMKPG3814P)** son of Late Bhabatosh Guha, by Nationality - Indian, by faith - Hindu, by occupation- Business, both residing at 2/73 & 2/77, Mukandapur, Kolkata-700099, (3) **SHRI SANJOY GUHA, (PAN AAMPG1673P)**, son of Late Bhabatosh Guha, by Nationality - Indian, by faith - Hindu, by occupation- Business, presently residing at "RAKTA KARABI" Sankalpa-3, Tower 12, Flat-12C, Block-CA, Action Area-1, New Town, Pin- 700 156, P. S. Rajarhat, within the District of North 24 Parganas and (4) **SMT. RATNA SUDHMAY DAS alias SMT. RATNA DAS, (PAN BFUPD0192J)** wife of Shri Sudhamay Das and daughter of Late Bhabatosh Guha, by Nationality - Indian, by faith - Hindu, by occupation- Housewife, residing at Flat No. 10, Building No. 3, "Sundaram Society" Sector- 28, Scheme-4, Pradhikaran, Pune- 411044, P.S : Nigdi in the State of Maharashtra, 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 and each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

"**SASWATA CONSULTANTS PVT. LTD. (PAN AAMCS5867L)**, a company incorporated under the Companies Act, 1956 having its corporate office at 208/8, Rashbehari Avenue, Kolkata- 700 019 represented by its Managing Director, **SRI UDAY SANKAR GHOSH, (PAN AGIPG9934F)** son of Late Santimoy Ghosh, by Nationality - Indian, by faith- Hindu, by occupation- Business, residing at 51, Sarat Park, Kolkata - 700 078, P. S. Garfa, in the District of South 24 - Parganas, 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 successors, successors-in-interest and assigns) of the **OTHER PART.**

WHEREAS the "**OWNERS**" herein are jointly seized and possessed of or otherwise well and sufficiently entitled 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 more fully and particularly mentioned and described in the Schedule hereunder written and hereinafter referred to as the "said premises".

AND WHEREAS by an Indenture of Development Agreement registered on 11th day of August, 2014 between Shri Bijay Guha, son of Late Bhabatosh Guha, Shri Malay Guha, son of Late Bhabatosh Guha, Shri Sanjoy Guha, son of Late Bhabatosh Guha, Smt. Ratna Das, wife of Shri Sudhamoy Das and daughter of Late Bhabatosh Guha collectively described therein as the "**OWNERS**" of the one part and "Saswata Consultants Pvt.Ltd." represented by its Managing Director Shri Uday Sankar Ghosh, son of Late Santimoy Ghosh described therein as the "**DEVELOPER**" of the other part the said OWNERS entered into an agreement for development in respect of all that piece and parcel of land measuring 13(thirteen) Cottahs be the same a little more or less together with structure standing thereon lying and situated at Mouza -Garfa, J. L. No.19, R.S. No.2, Pargana -Khaspur, District Collectorate Touzi Nos.155, appertaining to R. S. Khatian No.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 for the purpose of development of the said property on the terms and conditions thereunder contained and the said Development Agreement was registered on the even date in the office of the District Sub-Registrar-III at Alipore and recorded therein Book No. I, Volume No.15, Pages 7261 to 7293, being No. 06390 for the year 2014 hereinafter referred to as the "Principal Development Agreement".

AND WHEREAS it was agreed by and between the parties that the "DEVELOPER" will develop the said premises by constructing a G+VII storied building thereon consisting of several self-contained flats, car parking spaces and shop rooms in accordance with the building plan being Building Permit No.2015120486, dated 21st. March 2016, duly sanctioned by The Kolkata Municipal Corporation.

AND WHEREAS it was further agreed by and between the parties that the "OWNERS" will get 50% of the sanctioned constructed area which includes entire second, third and fifth floor and 50% of top floor and 50% of covered/open car parking space (southern portion) of the ground floor of the 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 the roof of the said building along with non-refundable/non-adjustable monetary consideration of Rs. 20,00,000/- (Rupees twenty lacs) only towards the full and final consideration as mentioned and detailed in the Second Schedule thereunder written.

AND WHEREAS it was also further agreed by and between the parties that the "DEVELOPER" herein "Saswata Consultants Pvt. Ltd." will get