



पश्चिम बंगाल WEST BENGAL

V 706178

THIS SUPPLEMENTARY AGREEMENT made this the 15th day of March, TWO THOUSAND AND SIXTEEN BETWEEN (1) ASWINI SALES PVT. LTD., a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (2) CHAMPION SUPPLIERS PVT. LTD., a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017,

(3) **CONCEPTION COMMERCIAL PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (4) **DIAGRAM SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (5) **DURGAMATA VINTRADE PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (6) **HIGHLIGHT COMMERCIAL PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (7) **KHAITAN LAND LTD. (PREVIOUSLY KNOWN AS PIONEER TOWNSHIP LTD.)**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (8) **LIMESTONE SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (9) **MERIDIAN VINTRADE PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (10) **PIONEER MARBLES & INTERIORS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (11) **PIONEER ONLINE LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (12) **PRUDENT INFRAREALTY PVT. LTD. (PREVIOUSLY KNOWN AS PRUDENT PROJECTS PVT. LTD.)**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (13) **RAMESHWAR SALES PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (14) **RAVINDRA KHAITAN (H.U.F.)**, a Hindu Undivided Family represented by its Karta Sri Ravindra Khaitan having its office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (15) **RECREATE TRADERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (16) **SAPTARSHI TRADELINK PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (17) **SEABIRD BARTER PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (18) **SEABIRD DEALERS PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, (19) **WRINKLE TRACOM PVT. LTD.**, a private limited company having its registered office at 10A, Rawdon Street, 1st Floor, Kolkata-700017, hereinafter collectively referred to as the 'OWNERS', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective successors,

successors in office, successors in interest, the Karta and the other co-parceners and members for the time being of the HUF and assigns) of the **ONE PART AND PRUDENT INFRAREALTY PVT. LTD. (FORMERLY KNOWN AS PRUDENT PROJECTS PVT. LTD.)**, a private limited company incorporated under the Companies Act, 1956, as amended up to the date hereof and having its registered office at '**RAWDON ENCLAVE**', No. 10A, Rawdon Street, 1st Floor, Kolkata - 700 017, hereinafter referred to as the '**DEVELOPER**', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest, nominee, or nominees and assigns) of the **OTHER PART**

W H E R E A S:

A. By and under a Development Agreement dated 6th September, 2011, entered into by and between the Owners herein along with Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, therein collectively referred to as the Owners of the one part and Prudent InfraREALTY Pvt. Ltd. (formerly known as Prudent Projects Pvt. Ltd.), the Developer herein, therein also referred to as the **"SAID DEVELOPER"**, the Owners herein and the said Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited granted the exclusive right of development in respect of **ALL THAT** the piece and parcel of bastu land measuring **276.475 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, comprised in Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2739, 2745, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732, 2749, 2790 and 2791 in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur Bagherghole "A", Pargana-Magura, Touzi No. 1, P. S. & A.D.S.R. Sonarpur, under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas, (hereinafter referred to as the **"SAID LAND"**), unto and in favour of the Developer herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement.

B. By and under four several Deeds of Conveyance, all dated 30th March, 2013, made and executed by and between the said Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, therein respectively referred to as the vendor of the one part and the Owners herein, therein collectively referred to as the purchasers of the other part and registered in the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, being Deed Nos. 3151, 3150, 3152 and 3153 all for the year 2013, the said Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the Owners herein, the purchasers therein, their respective undivided shares in the said land, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

C. By and under another Development Agreement dated 5th April, 2013, entered into by and between the Owners herein, therein also collectively referred to as the Owners of the one part and the Developer herein, therein also referred to as the Developer of the second part, (hereinafter referred to as the "**SAID SECOND DEVELOPMENT AGREEMENT**"), the Owners herein granted the exclusive right of development in respect of the said Land, unto and in favour of the Developer herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Second Development Agreement.

D. By and under several Deeds of Conveyance/Bikroy Kobalas, (hereinafter collectively referred to as the "**SAID DEEDS**"), executed and registered in favour of the Owners herein on various dates before the appropriate registering authorities, the Owners herein jointly and collectively (each having their respective shares), became and still are the absolute lawful owners of **ALL THAT** the piece and parcel of bastu land measuring **138.807 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1174, 1175, 1186, 1187, 1188, 1189, 1200 and 1201 L. R. Dag Nos. 1741, 1746, 1747, 1758, 1759, 1760, 1761, 1774 and 1775 in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur Bagherghole "A", Pargana-Magura, Touzi No. 1, P. S.- Sonarpur and A.D.S.R. Garia,

under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas, (hereinafter collectively referred to as the "**SAID ADDED LAND**"), as more fully and particularly mentioned and described in the **SCHEDULE** hereunder written, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever or howsoever, absolutely, exclusively and forever.

E. The Owners herein have now further agreed to grant further right of development in respect of the said Added Land to the Developer herein at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement and the said Second Development Agreement.

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

1. This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of these presents and shall remain in force until completion of the development and construction of the project as envisaged in the said Development Agreement and the said Second Development Agreement.
2. All other terms and conditions as contained in the said Development Agreement and the said Second Development Agreement shall remain the same and shall mutatis mutandis apply to these presents.

THE SCHEDULE ABOVE REFERRED TO:

"SAID ADDED LAND"

ALL THAT the piece and parcel of bastu land measuring **138.807 decimals**, be the same a little more or less, in R. S. Dag Nos. 1169, 1174, 1175, 1186, 1187, 1188, 1189, 1200 and 1201 L. R. Dag Nos. 1741, 1746, 1747, 1758, 1759, 1760, 1761, 1774 and 1775 in Mouza Sripur Bagherghole, J.L. No. 59, Holding No. 272, Sripur Bagherghole "A", Pargana-Magura, Touzi No. 1, P. S. Sonarpur and A.D.S.R. Garia, under Rajpur Sonarpur Municipal Ward No. 33, District South 24 Parganas,

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

SIGNED SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of:

1.

For Anand Sales Pvt. Ltd.

Anand Sekhri

Director

Champion Suppliers Pvt. Ltd.

Rkkhaitan

Director

2.

...ception Commercial Pvt. Ltd.

Smit Kumar Khosla

Director

Diagram Sales Pvt. Ltd

[Signature]

Director

For Durgamata Vintade Pvt. Ltd.

Satish Choudhary

Director

For Highlight Commercial Pvt. Ltd.

[Signature]

Director

For Khaitan Land Limited

Rkkhaitan

Director

Emerstone Sales Pvt. Ltd

Shilpi Singh

Director

For Meridian Vintrade Pvt. Ltd.

Smit Kumar Khosla

Director

For Pioneer Marbles & Interiors (P) Ltd.

Rkkhaitan

Director

For Pioneer Online Ltd.

Rkkhaitan

Director

For Prudent Infreality Pvt. Ltd.

[Signature]

Director

For Bameshwar Sales Pvt. Ltd.

Sanjay Khosla

Director

RAVINDRA KHAITAN (HUF)


Karte

For Recreate Traders Pvt. Ltd,

Karte

Director

For Saptarshi Tradelink Pvt. Ltd,



Director

Seabird Barter Pvt. Ltd,

Toy Dutt Choudhary

Director

Seabird Dealers Pvt. Ltd

Ami Nati Sen

DIRECTOR

For Winkle Tracom Pvt. Ltd,

Katalok Choudhary

Director

SIGNED SEALED AND DELIVERED by the
DEVELOPER at Kolkata in the presence

of:

1.

2.

For Prudent Infra Realty Pvt. Ltd.


Director

