

पश्चिम बङ्गाल पश्चिम बंगाल WEST BENGAL

78AA 686591

THIS SUPPLEMENTARY AGREEMENT is made on this 27th day of
March, Two Thousand Fourteen

BETWEEN

Sri Birendra Nath Pathak alias B.N.Pathak son of Late Sevanath Pathak
by religion: Hindu, residing at 53, Dr Lal Mohan Bhattacharjee Road,
Kolkata – 700014 hereinafter called the **OWNER** (which expression shall
unless excluded by or repugnant to the context hereof be deemed to
include his heirs, executors, administrators, legal representatives and/or
assigns) of the **ONE PART**

A. N. Pathak

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AND

M/s Castle Projects Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 2-8, Shantiniketan Building, 8, Camac Street, Kolkata- 700 017 and represented by Mr. Naresh Goel son of Sri Ram Autar Agarwala, residing at 4A, Siddhartha Apartments, 10, Alipore Park Road, Kolkata- 700027 Director of the said Company hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to include its successor-in-interest, successor-in-office and/or assigns) of the **OTHER PART**

WHEREAS:

- A. The Owner is the sole and absolute owner and well and sufficiently seized and possessed of the property having an area measuring 25 Cottahs 5 chittacks 37 sq. ft more or less being Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, falling within Ward No. 15 [L.R. Dag Nos. 739, 740 and 752 in Khatian No. 959, J.L. No. 9, Mouza: Gobindapur], P.S. Maheshtala, District: South 24 Parganas (hereinafter referred to as the "said property").
- B. The Owner has recorded his name as the owner of the said property and has got the said property mutated in his name in the records of Maheshtala Municipality and in the records of the B.L & L.R.O.
- C. The Owner has decided to develop the said property by constructing a multistoried building/s and for the purpose of development of the said property and the Owner has appointed the Developer as the exclusive Developer for construction, building and erection of a new building on the said property in accordance with the plan sanctioned by the Maheshtala Municipality by demolishing the existing structures situated thereon for the consideration and on the terms and conditions hereinafter appearing and written.
- D. The Owner has entered into an Agreement of Exchange with the Developer on 12.12.2009 and the Developer got a building plan sanctioned by the Maheshtalla Municipality vide Building Sanction No. IIIB/MM/2177/1172/SP/BP dated 28.06.2011 for construction of eight-storied [Ground + 7 Floors] building on the said property.
- E. The Owner and the Developer has executed a Development Agreement dated 11th March, 2014 and registered before the Registrar of Assurances – I, Kolkata and recorded in Book No. I, C.D. Volume No.5, Pages 1297 to 1323, Being No. 2190 for the year 2014.
- F. Both the Parties, the Owner and the Developer have mutually agreed that the Owner shall be entitled to 26% of the total constructed space in the new buildings and also 26% share in the common parts and facilities and 26% share in the undivided open spaces and car parking spaces sanctioned by Maheshtala Municipality and together with the 26% share in the undivided roof and together with the undivided 26% share in the land comprised in the

A. N. Sathar

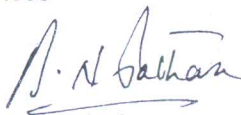
Naresh Goel


said property forming part of the Owner's allocation AND that the Developer being entitled to 74% of the total constructed space in the new buildings and also 74% share in the common parts and facilities and 74% share in the undivided open spaces and car parking spaces and together with the 74% share in the undivided roof and together with the undivided 74% share in the land comprised in the said property forming part of Developer's allocation.

- G. The Parties, the Owner and the Developer have for the purpose of smooth completion of the said Development to avoid future complication/ anomalies/ litigation have executed this 'Supplementary Agreement' to jointly agree to sale, transfer, convey, assign or cause to be sold, transferred, conveyed assured of the constructed Areas, car parks, the open spaces, the other constructed areas in the multistoried building/s in accordance with the Sanctioned Building Plan and the undivided share in the said property which may fall within the allocation of the Owner or the Developer
- H. The Owner and the Developer have mutually agreed that the terms and conditions contained herein are a modification and addition to the Development Agreement dated 11th March, 2014 which is as morefully written hereinbelow:-

NOW THIS AGREEMENT WITNESSTH and it is hereby agreed by and between the parties hereto as follows:

1. The Owner and the Developer have mutually agreed that the Owner shall be entitled to 26% of the total constructed area in the new buildings and also 26% share in the common parts and facilities and 26% share in the undivided open spaces and car parking spaces to be sanctioned by Maheshtala Municipality and together with the 26% share in the undivided roof and together with the undivided 26% share in the land comprised in the said property forming part of the Owner's allocation
2. The Developer being entitled to 74% of the total constructed area in the new buildings and also 74% share in the common parts and facilities and 74% share in the undivided open spaces and car parking spaces and together with the 74% share in the undivided roof and together with the undivided 74% share in the land comprised in the said property forming part of Developer's allocation
3. The Owner and the Developer have mutually agreed that all the flats, apartments, units, car parking spaces, other spaces to be constructed and constructed in the said property falling within the allocation of the either the Owner or the Developer shall be sold jointly save and except the parties may desire to keep either for himself or their nominee /nominees





4. In the event the Owner desires and wishes to retain any part or portion of the flat/s, apartment/s, unit/s car parking space/s and other space/s to be constructed and constructed on the said property either for himself or his nominee /nominees then the Owner shall intimate in writing the same to the Developer and the Developer shall be bound to oblige (unless already booked, agreed to be sold, allocated or sold).
5. In the event the Developer desires and wishes to retain any part or portion of the flat/s, apartment/s, unit/s car parking space/s and other space/s to be constructed and constructed on the said property either for itself or his nominee /nominees then the Developer shall intimate in writing the same to the and the Owner shall be bound to give his consent and not raise any objection or cause any hindrance.
6. The Owner authorizes the Developer to sell the flats, apartments, units falling within the share of the Owner's Allocation being the 26% of the total constructed space as stated hereinabove in paragraph 1 and the Developer shall book, allocate and agree to sale or sell at such rates and price as may be fixed by the Developer in consultation with the Owner.
7. The Developer shall intimate and furnish all details and particulars to the Owner all the apartments, flats, units car parking spaces booked, agreed to be sold or sold in the said property and money so received on the 1st day of the English calendar.
8. The Sale proceeds received by the Developer from the sale of the flats, apartments, car parking spaces, spaces in the new buildings on the said property which are part of the joint sale shall be divided and shared in the ratio 26 % and 74% between the Owner and the Developer respectively.
9. The Developer shall complete the Project on or before 30.06.2015
10. The terms and conditions contained herein shall override and supercede any term or condition which is contrary hereto, contained in the Development Agreement dated 11th March, 2014. The other terms and conditions contained in the Development Agreement dated 11th March, 2014 shall be binding on the parties.

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

EXECUTED AND DELIVERED by the OWNER at

Kolkata in the presence of

Shyam Sunder Sharma
208, Shanti Niketan Bldg
8, Canal St, 2nd Fl
KOL-17

EXECUTED AND DELIVERED by the DEVELOPER

at Kolkata in the presence of:

Protem Deb Mukherjee
High Court Advocate
Calcutta

Preendra Nath Acharya
N. N. Acharya

Narish Gait