

Debasish Mallick



4852/19

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

dt. 27/11/19
42AB 431591

Serial No. 4852 dt. 27/11/19
 BK No. 1 Vol. No. 1904 Pages to 494079-494121
 Being No. 10049 Year 2019
 Cartridge Paper
 Copying Fee 322.00
 Copying Fee Urgent
 Filing Charge for Plan or Plan
 Recording Charges

Under Article F (1) & F (2)	4.00
Under Article G (a) & G (b)	10.00
Value of Stamp	10.00
Value of Court Fee	322.00
Value of Cartridge Paper	
Cost of Map of Plan	<u>346.00</u>
Cost of Recording	
Total Cost of Copying	
Copy Preparation	
Stamp Duty	
Registration Fee	

Adol. Registrar
 Debasish Mallick
 Registrar
 Census-IV

Adl. Registrar of Assurances
 dt. 27/11/19

67862

Sold to.....
Address.....
Value *91*.....
1 8 NOV 2019
L.S.V., High Court
Abhijit Sarkar
High Court, A.S

PRİYABRATA THAKUR
Advocate
High Court, Calcutta



10311/19

18049/19



Handwritten signature and scribbles on the left side of the stamp.

1904

पश्चिम बंगाल WEST BENGAL

38AB 165019

224309/19



Visit Card No. 03308 23/10/19

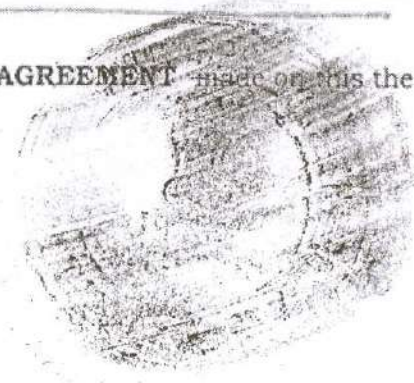
250
 100
 350

Handwritten signature.

Handwritten signature
 Additional Registrar of
 Assurances-II, Kolkata
 23/10/19

SUPPLEMENTAL AGREEMENT TO THE DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this the 23rd day of October, 2019



Certified that the Document is admitted to Registration. The ... and the endorsement ... are the part of ...

Handwritten signature
 Additional Registrar
 of Assurances-II, Kolkata

26 OCT 2019



058117

SL. NO.
NAME
ADD.
AMOUNT
15 OCT 2019	
Lc	
SOUMITRA CHANDA	
Licensed Stamp Vendor	
8/2, K. S. Roy Rd., Kol-1	



Silent. Silenti.

23.10.2019.



Goutam Maity
 Son of late R. C. Maity
 Vill + P.O. G. Mukundapur
 P.S. Bishnupur.
 District: South 24 Parganas.
 Pin. 743503
 Occupation. Service


 ADDITIONAL REGISTRAR
 OF ASSURANCE IN KOLKATA
 15 OCT 2019



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-008622109-1

GRN Date: 23/10/2019 20:15:03

BRN: 16380969

Payment Mode Online Payment

Bank: United Bank

BRN Date: 23/10/2019 20:13:10

DEPOSITOR'S DETAILS

Name : Goutam Maity
Contact No. :
E-mail :
Address : 2 Hare Street Kolkata
Applicant Name : Mr GOUTAM MAITY
Office Name :
Office Address :
Status of Depositor : Solicitor firm
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 8

Id No. : 19041000224309/8/2019
(Query No./Query Year)

Mobile No. : +91 9830856281

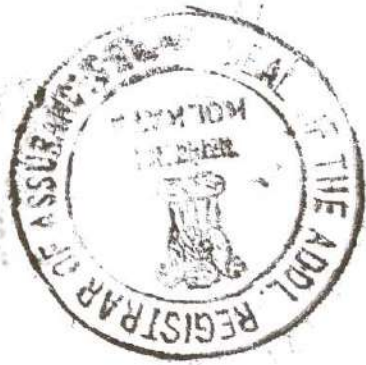
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19041000224309/8/2019	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	19041000224309/8/2019	Property Registration- Registration Fees	0030-03-104-001-16	101

In Words : Rupees Ten Thousand One Hundred Twenty One only

Total

10121















Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19041000224309/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr AMIT GANGULY , PODRA, P.O:- RAJARHAT, P.S:- Rajarhat, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700135	Represent ative of Land Lord [S M C INDIA LIMITED]		8000 	<i>Amit Ganguly</i> 23.10.2019.
2	Ms AASTHA KHETAN , PODRA, P.O:- RAJARHAT BISHNUPUR, P.S:- Rajarhat, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700135	Represent ative of Developer [MKHS HOUSING LLP]		8001 	<i>Aastha Khetan</i> 23.10.2019
3	Mr SRIKANT SIKARIA , PODRA, LANGOLPOTA, NEAR 211 BUS STOP, P.O:- RAJARHAT BISHNUPUR, P.S:- Rajarhat, Kolkata, District:-North 24- Parganas, West Bengal, India, PIN - 700135	Represent ative of Developer [MKHS HOUSING LLP]		4999 	<i>Srikant Sikaria</i> 23.10.2019

Query No:-19041000224309/2019, 23/10/2019 05:06:15 PM KOLKATA (A.R.A. - IV)




Page 2 of 3






[Signature]
ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
23 OCT 2019



Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr GOUTAM MAITY Son of Late R C MAITY . G MUKUNDAPUR, P.O:- G MUKUNDAPUR, P.S:- Bishnupur, District:-South 24- Parganas, West Bengal, India, PIN - 743503	Mr AMIT GANGULY, Ms AASTHA KHETAN, Mr SRIKANT SIKARIA			 Goutam Maity 23/10/2019


(Tridip Misra)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal





ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
23 OCT 2019



BETWEEN

SMC INDIA LIMITED, [CIN:U51909WB1994PLC064608], (PAN **AAFCS0287B**), a company within the meaning of the Companies Act, 2013 having its Registered Office at Podra, P.S. Rajarhat, P.O. Rajarhat, Bishnupur, Kolkata- 700 135, represented by its Director, Mr. Amit Ganguly [DIN:07577331], Mob:9051308088(PAN **ANCPG3191P**), son of Mr. Prokash Chandra Ganguly, working for gain at Podra, P.S. Rajarhat, P.O. Rajarhat, Bishnupur, Kolkata- 700 135 authorized by board resolution dated August 21, 2019 hereinafter referred to as "**the OWNER**"(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office and/or assigns) of the **ONE PART**.

AND

MKHS HOUSING LLP, [LLPIN:AAB-4570], (PAN **ANAAWFM6121A**), a Limited Liability Partnership firm registered under the Limited Liability Partnership Act, 2008, having its Registered Office at Podra, Langolpota, Near 211 Bus Stop and ACC Cement, P.S. Rajarhat, P.O. Rajarhat, Bishnupur, 24 Parganas (North), Kolkata - 700 135, West Bengal, represented by its Designated Partners namely (1) Ms. Aastha Khetan Mob:9873666637 (PAN **APCPG1703P**), daughter of Anurag Gupta, working for gain at Podra, P.S. Rajarhat, P.O. Rajarhat, Bishnupur, Kolkata- 700 135 and (2) Mr. Srikant Sikaria, Mob: 9830897785 (PAN **BKKPS9244P**), son of Shree Sajjan Kumar Sikaria, working for gain at Podra, Langolpota, Near 211 Bus Stop and ACC Cement, P.S. Rajarhat, P.O. Rajarhat, Bishnupur, 24 Parganas (North), Kolkata - 700 135, hereinafter referred to as "**the DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office and/or assigns) of the **OTHER PART**.

The Owner and the Developer shall be individually referred to as Party and collectively as Parties.

WHEREAS:

- A. The Owner is absolutely possessed and seized of the Property located at Rajarhat, Sub registration office Rajarhat within Rajarhat-Bishnupur 2



No. Gram Panchayat (RBGP-2), District North 24 Parganas (**said Property**).

- B. The Developer is in the business of real estate development and construction in India.
- C. Earlier, the Parties have entered into a Development Agreement executed on November 22, 2013 registered in the office of Additional Registrar of Assurances-II, Kolkata, Being Deed No. 15491 for the year 2013. Subsequently, the Parties executed a fresh Development Agreement on November 7, 2016 registered in the Office of Additional Registrar of Assurances-IV Kolkata, Being Deed No. 190410699 for the year 2016 (**Development Agreement**), under which the Parties had agreed that the Developer shall develop and construct a cluster of new residential, commercial building(s) in the Property within 5 1/2 years starting from November, 2013 owned by the Owner at Rajarhat - Bishnupur, North 24 Parganas, Kolkata-700135, West Bengal (**Project**) on terms and conditions as agreed and recorded under the Development Agreement.
- D. To complete the Project, the Developer has given a proposal to the Owner in May, 2019 that they want to enter into another Supplementary Development Agreement as a last chance for providing further time of 96 months to complete the Residential and Commercial Project by way of bringing in new partners who have been recently inducted in the Developer.
- E. Shreasha Superstructure Private Limited (Formerly known as Focus Tools Private Limited) has been inducted as a new Partner by the Developer who has agreed to undertake and facilitate successful completion of the Project. The Parties wish to substitute, amend and alter certain clauses in the Development Agreement which was executed on 7th November, 2016 and clarify their respective rights, duties, obligations and liabilities relating to and in connection with implementation, execution and completion of the Project on time envisaged under the Development Agreement.



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

A. SCHEDULE OF AMENDMENTS TO THE DEVELOPMENT AGREEMENT

1. Substitution of Clause 8.5:

The existing Clause 8.5 shall stand substituted with the following Clause:

8.5. Completion Time, Extended Time and Delay:

8.5.1. Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances of Force Majeure (defined in Clause 21.1. below), the Developer shall complete the entire process of development of the said Property and construct, erect and complete the Project in 4(four) phases namely Phase 1 comprising of Blocks 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17; Phase 2 comprising of Blocks 4, 5 and 6; Phase 3 comprising of Blocks 1, 2 and 3; Phase 4 comprising of Blocks 18, 19, 20 and 21 and Commercial Project within an aggregate period of 96 months, starting from the date of execution of this Supplemental Agreement. Provided, however, that the completion of different Phases shall be achieved within the time frame to be submitted in the proposed application to be submitted to the authorities under the relevant provisions of the West Bengal Housing Industry Regulatory Act (HIRA). It is clarified that the overall Project covering all Phases shall be completed within an overall period of 96 months from the date of execution of this Supplemental Agreement (**Completion Time**).

8.5.2 Extended Period: The Completion Time may be extended by a period of maximum 6 (six) months (**Extended Period**) upon prior intimation by the Developer to the Owner at least 6 months before such extension.



8.5.3 Delay:

8.5.3.1 The Developer shall pay such amount as compensation on the outstanding amount and area both subject to minimum, 10% per annum payable quarterly of outstanding amount and undelivered area valued at the prevailing market price to the Owner as mutually agreed between the Parties for any delay beyond the Extended Period provided such delay has not been occasioned for circumstances due to Force Majeure.

8.5.3.2 A sum of Rs. 3,00,00,000/- forming part of the Adjustable Security Deposit shall be adjusted from the compensation towards delay as envisaged in Clause [8.5.3.1] above. This amount has already been paid to the Owner at the time of Execution of the Development Agreement being Deed No. 15491 of 2013 dated November 22, 2013 registered in the office of the Additional Registrar of Assurances-II, Kolkata.

2. Substitution of Clause 9.1:

The existing Clause 9.1 shall stand substituted with the following Clause:

9.1. Vacating by Owner: The Owner has handed over khas, vacant, peaceful and physical possession of the entirety of the said Property which is marketable and bankable except part and portion of the said Property comprised in Dag No. 917, for the purpose of execution of the Project. Such land comprised in Dag No. 917 shall be handed over to the Developer within 3 months from the date of execution of this Agreement.

3. Substitution of Clause 11.1

The existing Clause 11.1 of the Development Agreement shall stand substituted with the following new Clause 11.1:

11.1. Owner's Allocation: The Owner's Allocation of 25% shall comprise of the following, in its entirety:

11.1.1. Residential: The Owner shall be allotted a total area of 1,00,000 square feet (One Lakh Square Feet) of Super built up saleable Area in the Residential Block of Owner's choice



in Block 1 and Block 3 of Phase 3, and Block 19 and Block 20 of Phase 4 including all covered car parking space for each number of flat allocated, and access to all amenities & facilities, common space, clubs, etc. as built by the Developer in the entire project. Extra Deposit and Charges (**EDC**) will be recovered by the Developer from the customer to whom the Owner would sell the flats from their allocations. EDC of the unsold flats from the Owner's allocation would be recovered from the Owner after five years from the date of possession. The Common Area Maintenance (**CAM**) Charges shall be paid by all the buyers of flats including Owner from the date of possession of their respective flats.

11.1.2. Commercial:

- 11.1.2.1.** An area measured in sq. ft. Super built up Area in the Commercial Block equivalent to Rs.25 Crores (Rupees Twenty-five Crores Only) calculated at launch price as prevailing as on the date of launch of the Commercial Area of the Project. The area to be allotted to the Owner on the Commercial Block shall be apportioned in such a manner so that the Owner is allotted proportionate space in each floor of the Commercial Block proportionately.

In case the Developer doesn't build any Commercial Block in future, then the Developer guarantees and is liable to compensate the Owner the equivalent amount of Rs. 25 Crores as a payout on completion of residential project from their side or an allocation of residential flats including all covered car parking space and access to all amenities, facilities and services in Phase 4 Residential Block Nos. 18, 19, 20 and 21 as per Owner's choice from the unsold inventory of the equivalent amount of Rs. 25 crores valued at the rate of then prevailing market price. The Developer may choose either of the two options as given under this Clause.



11.1.2.2. 25% of the Area in the Commercial Block as remaining after reducing from the entire area in the Commercial Block, the area allocable to the Owner in terms of Clause [11.1.2.1] above or an area measuring 62,500 square feet super built up area, whichever is higher. The area to be allotted to the Owner on the Commercial Block shall be apportioned in such a manner so that the Owner is allotted proportionate space in each floor including frontage and common space of the Commercial Block. The first right of refusal for the rented area of the said Commercial Block to the extent of the said 25% of the Area shall remain with the Owner.

The details of Specifications for the Commercial Area is described in **3rd Schedule** below.

11.1.3. Compensation to Owner: A sum of Rs.80.00Crores (Rupees Eighty Crores Only) would be mandatorily paid to the Owner in a phased manner as follows,:

11.1.3.1 The payment of the first tranche of Rs. 5,00,00,000 (Rupees five crores) to the Owner will be made from the sale collection of Phase-1. Such payments will commence after 18 months from the date of execution of this Agreement and shall be paid in full on or by the possession date of Phase-1 as specified under the provisions of HIRA.

11.1.3.2 The payment of the second tranche of Rs. 65,00,00,000 (Rupees sixty-five crores) to be made from the collection from sales of Phase-2, Phase-3, and Phase-4 leaving out the allocation belonging to the Owner. It is clarified that the sales collection shall be deposited with an Escrow Account approved under the provisions of HIRA. An amount equivalent to 30% of such aggregate sales collection deposited in such Escrow Account (net of taxes) shall be transferred to an Escrow Account jointly maintained between the Owner and the Developer and payments shall be made from such joint Es-