

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 880500

Blawan Singh

Amar Singh

Sachana Singh


Sandeep C Real Estate Ltd
Director

SUPPLEMENTARY/ADDENDUM AGREEMENT TO THE
DEVELOPMENT AGREEMENT DATED 28.02.2022

THIS SUPPLEMENTARY AGREEMENT IS MADE ON THIS THE
15th DAY OF December, 2022 AT COOCHBEHAR.

NON Judicial Stamp

St. No. 1222 Date 12.05.22
Sold to Sandeep G. Real estate Ltd
Of Siliguri.
Rs. 100 / Rupees


Subhankar Ghosh
Stamp Vendor
Siliguri Court
L. No. 173/RM

Subhankar Ghosh
Stamp Vendor
Siliguri Court
L. No. 173/RM

12/05/22

12/05/22

BETWEEN

Bhushan Singh

Amar Singh

Sadhana Singh

Sandeep Capital Estate Ltd
Caravan

SRI BHUSHAN SINGH (PAN: ALAPS7968L) (Aadhar No. 8223 5194 5450), Son of Late Ramji Singh, Hindu by Religion, Indian by Nationality, Business by Occupation
SRI AMAR SINGH(PAN: AKRPS9186J) (Aadhar No. 9399 4022 1385), Son of Late Ramji Singh, Hindu by Religion, Indian by Nationality, Business by Occupation
SMT SADHANA SINGH(PAN: AMHPS9020P) (Aadhar No. 8483 9612 7218), Wife of Sri Bhushan Singh, Hindu by Religion, Indian by Nationality, Housewife by Occupation, all of them resident/s of Shibendra Narayan Road, Gowalpatti, Singh Bhila, P.O. & P.S. & District Coochbehar - 736101 ----- Nos. 1,2 and 3 hereinafter collectively referred to as the LAND OWNER/S and/or OWNERS/S (which term includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) -----hereinafter jointly and collectively called as the LAND OWNERS/OWNER/S/FIRST PARTY(which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors legal representatives, executors, administrators and assigns) of the ONE PART.

AND

SANDEEPG.REALESTATE LIMITED (formerly known as PURE ENCLAVE PVT. LTD.), (PAN No. AADCP6109K) CIN: U70101WB2004PLC099823, a Public Limited Company within the meaning of

the Companies Act 1956 having its registered office and corporate office at G-0214, City Centre Office Block, Uttorayon, Matigara, P.O & P.S Matigara Dist: Darjeeling, West Bengal, Pin – 734 010 - Represented by one of its Director, Sri Sandeep Goyal, (PAN No. ADCPG1754E) Son of Shree Bhagwan Goyal, Hindu by religion, Indian by Nationality, Business by occupation, addressed at Ananda Bhawan, Seth Srilal Market P.O. Siliguri, P.S. Siliguri, District- Darjeeling, West Bengal, Pin- 734001, presently residing at Lumina Apartments, Flat No. 11A, Block 4, Uttorayon, P.O. Matigara, P.S. Matigara, District- Darjeeling, Siliguri, West Bengal, Pin- 734010, acting for and on behalf of the Company,----- hereinafter called and referred a **DEVELOPER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **OTHER PART**.

The Land Owner/s and/or Owner/s and Developer are hereinafter individually referred to as such or as Party and collectively as Parties.

WHEREAS the First Party/Owner being absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the land, more fully and particularly described in the **Schedule "A"** below and hereinafter referred to as "the said Premises" entered into a Development Agreement with the Second Party on 28.02.2022 registered at the office of the District Sub Registrar, Coochbehar bearing document number 080103633/22 registered in Book – 1 Volume Number 0801-2022 page from 64726 to 64790 dated 16.03.2022 of which this Supplementary Agreement shall be an Addendum.

AND WHEREAS the First Party/Owner and the Second Party/Developer in the above said Development Agreement mutually decided to commercially exploit the Schedule "A" land wherein the Second Party has proposed to construct

Sandeep Goyal
Sandeep Goyal Real Estate Ltd.
Director
Sakona Datta
Anwar Singh
Bhuvan Singh

residential cum commercial multistoried building/s thereon on the terms & conditions mentioned therein. The above said Development Agreement and its terms & conditions shall supersede all other documents and this supplementary agreement shall serve as an addendum.

AND WHEREAS the First Party/Owner has already got the building plan sanctioned vide Plan No. 04/2020-2021 Dated 09.05.2020 by the Coochbehar Municipality for the residential cum commercial multistoried building/s proposed to be constructed by the Second Party.

AND WHEREAS the Second Party/Developer has also already started with the construction work as per the above said sanctioned building plan for the proposed multistoried residential cum commercial building/s.

AND WHEREAS as per the above mentioned Development Agreement the First Party/Owner and the Second Party/Developer had mutually agreed that:

- i. The First Party/Owner shall have absolute right over 42% (Owners Allocation) proportionate share of the constructed area of the residential cum commercial multistoried building/s together with the undivided Proportionate right, title, interest in the said demised premises and attribute to the said area in common facilities and amenities which includes super built up area including the right to use thereof in the said premises upon construction of the said building/s proposed to be constructed by the Second Party.
- ii. The Second Party/Developer shall have absolute right over 58% (Developers Allocation) proportionate share of the constructed area of the residential cum commercial multistoried building/s together with the undivided Proportionate right, title, interest in the said demised premises and attribute to the said area in common facilities and

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Director

Sadhana Singh

Aman Singh

Bhuvan Singh

amenities which includes super built up area including the right to use thereof in the said premises upon construction of the said building/s proposed to be constructed by the Second Party.

AND WHEREAS the First Party/Owners had a total of 109.53 Decimals of land recorded in their names and in physical undivided actual and khas possession of such land which is the subject land to the said Development Agreement, out of which the said Sri Bhushan Singh is the recorded owner of 47.7 decimals, the said Sri Amar Singh is the recorded owner of 47.8 decimals & the said Smt. Sadhana Singh is the recorded owner of 14.03 decimals.

AND WHEREAS as per 42% proportionate share of the Owners allocation, the said Sri Bhushan Singh & Smt. Sadhana Singh (Group I) according to their land holding ratio has 18.3% and 5.4% of proportionate share respectively which is equals to 23.7% and Sri Amar Singh (Group II) has 18.3% proportionate share in the said subject land of the said Development Agreement and accordingly the above said Owners do hereby mutually agree and accept to the proportionate allocation of their respective shares of the Owners allocation out of the total 42% and it has been mutually agreed and accepted between the above said Owners Sri Bhushan Singh, Sri Amar Singh & Smt. Sadhana Singh that they shall never dispute the above said proportionate allocation of the Owners allocation/s as stated herein above.

Therefore it is now deemed necessary to demarcate the respective allocation of the share of the Developer and the Owner/s and also the share/s amongst the Owner/s as mutually agreed and accepted between the Developer and the Owner/s.

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Bhushan Singh
Amar Singh
Sadhana Singh

Witnesses to the Deed of Estoppel

NOW THIS ADDENDUM / SUPPLEMENTARY AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:-

1. That both the parties have totally learnt, understood the drawings and the scheme of the entire Project as sanctioned as per the above said building plan and discussed in length the various aspects of both the commercial and the residential wing/s, the car parking/s in all the level/s, the open car parking/s and the store room/s on various level/s and after careful consideration and after being fully satisfied about the area calculation/s and the total value of their respective allocation/s in terms of proportionate share in both the commercial & residential wing/s and also considering the value of each and every unit/s in all the level/s and the proportionate value of the share of the total constructed area has accepted the below mentioned demarcation and their respective allocation/s without any force, coercion, influence etc. and has willfully and mutually accepted after careful understanding of all aspects have accepted the same.

2. That the Developer and the Owner/s SriBhushan Singh & Smt. Sadhana Singh (Group I - according to their land holding ratio of 18.3% and 5.4% of proportionate share respectively which is equals to 23.7%) and Sri Amar Singh (Group II - according to his land holding ratio of 18.3%) do hereby mutually agreed and accepted to the below said demarcation of their respective shares/ allocation of total 42% Owners Allocation has accepted and agreed and shall under no circumstances shall ever dispute the same:

A) OWNERS ALLOCATION of 42% share:

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Director

Bhuvan Singh
Amar Singh, Sadhana Singh

a) Sri Bhushan Singh (18.3%) & Smt. Sadhana Singh (5.4%) (Group I) = (23.7%) :

i) Residential Wing (Wing II) –

1 st Floor -	Flat 1C	1841 sq.ft	Open Terrace : 176 sq.ft
	Flat 1E	1523 sq.ft	Open Terrace : 158 sq.ft

2 nd Floor –	Flat 2B	1790 sq.ft
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4 th Floor –	Flat 4A	2787 sq.ft
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3 rd Floor –	Flat 3C	1841sq.ft
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6 th Floor –	Flat 6C	1841 sq.ft
	Flat 6D	1921 sq.ft
	Flat 6E	1523 sq.ft

Total No. Of Flats – 8 nos.	Total Area – 15067sq.ft	Total Open Terrace Area – 334 sq.ft
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ii) Store Room/s located in the Ground Floor of Residential Wing (Wing II) –

Store No. 8	122 sq.ft
Store No. 9	106 sq.ft
Store No. 10	124 sq.ft

Total No. Of Store – 3 nos.	Total Area – 352 sq.ft
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iii) Car Parking/s at Ground Floor – Parking No. 5, 19.

Car Parking/s at basement level – Parking Nos. 1, 2, 3, 8, 13, 15.

Total No. Of Parking/s – 8 nos.

b) Amar Singh (Group II) (18.7%):

i) Residential Wing (Wing II) –

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Director

Sadhana Singh

Amar Singh

Bhushan Singh

1st Floor –

Flat 1B	1790 sq.ft	Open Terrace : 167 sq.ft
Flat 1F	1523 sq.ft	Open Terrace : 73 sq.ft

5th Floor –

Flat 5F	1523sq.ft
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4th Floor –

Flat 4E	1523 sq.ft
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6th Floor –

Flat 6A	2787 sq.ft
Flat 6B	1790 sq.ft
Flat 6F	1523 sq.ft

Total No. Of Flats – 7 nos.	Total Area – 12459sq.ft	Total Open Terrace Area – 240 sq.ft
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ii) Store Room/s located in the Ground Floor of Residential Wing
(Wing II) –

Store No. 4	98 sq.ft
Store No. 5	128 sq.ft
Store No. 6	93 sq.ft

Total No. Of Store – 3 nos.	Total Area – 319 sq.ft
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iii) Car Parking/s at Ground Floor – Parking No. 6, 18.

Car Parking/s at basement level – Parking Nos. 7, 9, 14, 18, 26.

Total No. Of Parking/s – 7 nos.

c) Commercial Wing (Wing II) Jointly Allocated to the Owner/s
(Group I & Group II) which is equal to 42% :

Lower Ground Floor -

Shop No. 1	3872 sq.ft
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Upper Ground Floor -

Shop No. 1	3872 sq.ft
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1st Floor -

Shop No. 1	3874 sq.ft
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2nd Floor -

Shop No. 1	3874 sq.ft
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Sandeep G Real Estate Ltd.
Director

Sadhana Singh

Aman Singh

Divyansu Singh

3 rd Floor -	Shop No. 1	3874 sq.ft
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4 th Floor -	Shop No. 1	3874 sq.ft
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Total No. Of Shops – 6	Total Area – 23240 sq.ft.
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All the shop/s allocated to the Owner/s are on the one side of the entire Commercial Wing (Wing I) i.e. West side.

B) DEVELOPERS ALLOCATION of 58% share:

a) Residential Wing (Wing II) (58% of residential area) –

1 st Floor –	Flat 1A	2787 sqft.	Open Terrace – 738 sq.ft
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2nd Floor-

Flat 2A	2787 sq.ft	
Flat 2C	1841 sq.ft	
Flat 2D	1921 sq.ft	Open Terrace – 458 sq.ft
Flat 2E	1523 sq.ft	Open Terrace – 73 sq.ft
Flat 2F	1523 sqft	

3rd Floor –

Flat 3A	2787 sq.ft
Flat 3B	1790 sq.ft
Flat 3D	1921 sq.ft
Flat 3E	1523 sq.ft
Flat 3F	1523 sq.ft

4th Floor –

Flat 4B	1790 sq.ft
Flat 4C	1841 sq.ft
Flat 4D	1921 sq.ft
Flat 4F	1523 sq.ft

Sandeep G Real Estate Ltd.
Director

Blumen Singh Aman Singh, Sahana Singh

5th Floor –

Flat 5A	2787 sq.ft
Flat 5B	1790 sq.ft
Flat 5C	1841 sq.ft
Flat 5D	1921 sq.ft
Flat 5E	1523 sq.ft

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Director

Total No. Of Flats - 20	Total Area – 38863 sq.ft	Total Open Terrace Area – 1269 sq.ft
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b) Store Room/s located in the Ground Floor of Residential Wing

(Wing II) –

Store No. 1	140 sq.ft
Store No. 2	130 sq.ft
Store No. 3	142 sq.ft
Store No. 7	96 sq.ft
Store No. 11	93 sq.ft
Store No. 12	113 sq.ft
Store No. 13	93 sq.ft
Store No. 14	124 sq.ft

Total No. Of Store Rooms - 8	931 sq.ft
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c) Car Parking/s at basement level – Parking No. 4, 5, 6, 10, 11, 12, 16, 17, 19, 20, 21, 22, 23, 24, 25.

Car Parking/s at Ground Floor - Parking No. 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29.

Total No. Of Parking/s – 40

d) Commercial Wing (Wing II) (58% of commercial area):

Lower Ground Floor -

Shop No. 2	5452 sq.ft
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Upper Ground Floor -

Shop No. 2	5452 sq.ft
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Sachana Singh
Amar Singh
Bhusan Singh

1st Floor -

Shop No. 2	5451sq.ft
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2nd Floor -

Shop No. 2	5451sq.ft
------------	-----------

3rd Floor -

Shop No. 2	5451sq.ft
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4th Floor -

Shop No. 2	5451sq.ft
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Total No. Of Shops – 6	Total Area – 32708sq.ft.
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All the shop/s allocated to the Developer are on the one side of the entire Commercial Wing (Wing I) i.e. East side.

All the area/s mentioned herein above in both the wings are Super Built Up area / Salable Area and both the Parties have understood and accepted the same.

3. That both the parties shall be entitled to enter into agreement/s for sale and transfer at its own name with any transferees for their Residential/ commercial purpose/es and to receive and collect all moneys in respect thereof. It is hereto expressly agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the Second Party/Developer to obtain any further consent of the owners and the terms and conditions of the above said Development Agreement shall be final and binding. It is further agreed that the Second Party/Developer shall execute the deed of conveyance to the transferee/s of its allocation to which the First Party/Owner/s hereby agrees and shall never raise any objection and/or dispute the same for which the First Party/Owner/s shall give an irrevocable registered power

Sandeep G Real Estate Ltd.

Director

Bhuvan Singh
Amar Singh, Sahana Singh.

of attorney in favour of the Second Party/Developer for transfer of the share of the Second Party/Developer's allocation only. In case the Second Party/Developer or any of its intending purchaser/s and/or transferee/s shall require the First Party/Owner/s to be a party in the deed of conveyance/s and/or agreement/s to sale or any other document/s the First Party/Owner/s hereby expressly agrees to be a party in such deed of conveyance/s, agreement/s to sale or any other document/s for effectively conveying the absolute right, title and interest therein, in such case the Second Party/Developer shall be a confirming party in all such deed/s, agreement/s to sale or any other document/s. The First Party/owner/s hereby expressly confirms and admits that the Second Party/Developer shall be a confirming party in all the deed/s of conveyance, agreement/s to sale, gift deed, deed of lease or any other document/s to be executed in favour of any of the transferee/s or intending purchaser/s of the share of the Owners allocation.

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4. That both the parties do hereby agree to the above said allocation of their respective share/s and shall under no circumstances shall ever dispute the same.
 5. That both the parties have totally learnt, understood the drawings and the scheme of the entire Project as sanctioned as per the above said building plan and discussed in length the various aspects of both the commercial and the residential wing/s, the car parking/s in all the level/s, the open car parking/s and the store room/s on various level/s and after careful consideration and after being fully satisfied about the area calculation/s and the total value of their respective allocation/s in terms of proportionate share in both the commercial & residential wing/s and also considering the value of each and every unit/s in all the level/s and the proportionate value of the share of the total constructed area has accepted the below mentioned demarcation and their respective allocation/s

Sanjeev Choudhary
Director

Sadhana Singh

Anoop Singh

Bhuvan Singh

without any force, coercion, influence etc. and has been willfully and mutually accepted and after careful understanding of all aspects have accepted the same.

6. That if the Developer or the Owner/s wants and mutually agrees and decides to exchange his /her portion(allocation) with the other/s may do so if mutually decided and agreed by the Parties either by way of proportionate market value of the said portion in exchange or by way of purchasing the same as per mutually agreed market value and as per mutually agreed terms and conditions which must be recorded in writing by way of Agreement and the respective income tax and GST as applicable shall be borne by the respective parties.
7. That it is specifically agreed and accepted by both the Parties that this Supplementary Agreement is an addendum to the above mentioned Development Agreement in relation to the Owner/s Allocation and Developers Allocation demarcation/s and all the terms and conditions of the above said Development Agreement shall remain in full force and spirit.

THE FIRST SCHEDULE ABOVE REFERRED TO (SCHEDULE "A")

(Description of the premises)

All that piece or parcel of land measuring 1.096 Acres appertaining to and forming part of R.S. Plot No. 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1929,1930,1933 corresponding to :

L.R. Plot Nos.:2926 - 0.10 acres

2929 – 0.024 acres

2930 – 0.32 acres

2933 – 0.30 acres

Blusan Singh

Amar Singh

Sadhana Singh

Sandeep G Real Estate Ltd.

Director

Sadhana Singh

Amar Singh

Blusan Singh

2939 – 0.02 acres
2940 – 0.24 acres
2941 – 0.056 acres
2961 – 0.0063 acres
2962 – 0.015 acres

2965 – 0.015 acres

Total – 1.096 Acres

Sandeep C. Real Estate Ltd.
Director

recorded in R.S. Khatian No. 222, 217 , 219 corresponding to L.R. Khatian No. 6460, 9719, 82, 24709, 24705, 17682, 24701 of Mouza –SaharCoochbehar, J.L. No. 130, P.S. Kotwali, Ward No. 04 of Coochbehar Municipality in the District of Coochbehar.

The aforesaid landed property is butted and bounded as follows:

NORTH : L.R PLOT NO - 2942
SOUTH : SHIBENDRA NARAYAN ROAD
EAST : LAND OF NONI MONDOL AND OTHERS
WEST : LAND AND PROPERTY OF OWNERS AND OTHERS

IN WITNESSETH WHEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

WITNESSES

1. Nandan Paul .
LAT Sudhir Chandra Paul .
S.N. Road (COB)

1. Blupan Singh
2. Amzar Singh
3. Sadkuma Singh

(FIRST PARTY/LANDOWNERS)

2. Swapan Roy
S/o Kanti Kumar Roy
S. N. Road, CoB.

Sardar G. N. State Ltd.
Director

(SECOND PARTY/DEVELOPER)

Drafted by me and printed at my office.

Satadru Roy

Advocate **SATADRU ROY**
Advocate, Cooch Behar
E.N.- F592/08

Dt.....

Bhuvan Singh

Amar Singh

Sarkana Singh

Total 15 (Fifteen) Pages in this Agreement.