

16 2023



NOTARIAL CERTIFICATE

ALL TO WHOM THESE PRESENTS COME I, BIPLAB SARDAR, Advocate, duly appointed a NOTARY by the West Bengal Government and practising within the City of Kolkata, of the State of West Bengal within the Union of India, do hereby declare and certify and attest that the Paper Writings Collectively marked 'A' annexed hereto, hereinafter called the "Paper Writings A" are presented before me by the executant (S).

*Development Agreement
Between Sri Sri Iswar Radha
Mukunda Murari Trust,
office at 90A, Rash Behari
Avenue, Kol-26.
And others*

hereafter referred to as the "executant (S)" on this the.....day
.....two thousand.....

18 APR 2023

The "executant (S)" having admitted the execution of the "Paper Writings A" in respective hand (S), in the presence of the witness (es), who as such, subscribe (S) Signature (S) thereon, and being satisfied as to the identity of the executant (S), and the said execution, have authenticated, verified and attested the execution of the Paper Writings A" and certify that the said execution is in the respective hand (S) of the executant (S).

WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I,
The said Notary, have hereunto set and subscribed
my hand and affixed my Notarial seal on this the.....
day.....of 20.....

18 APR 2023

BIPLAB SARDAR
NOTARY
GOVT. OF W.B.
Regd. No. 06/2016

18 APR 2023



Notarial Stamp

Residence & Chamber :
VIII & P.O.- Dhallrati, Via- Taldi,
P.S. & Sub-Division- Canning,
District- South 24 Parganas.
PIN- 743376.
E-mail : biplab.sardar1974@gmail.com
What's App No.- 7318667667.
Mobile No.- 9732723770.



भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

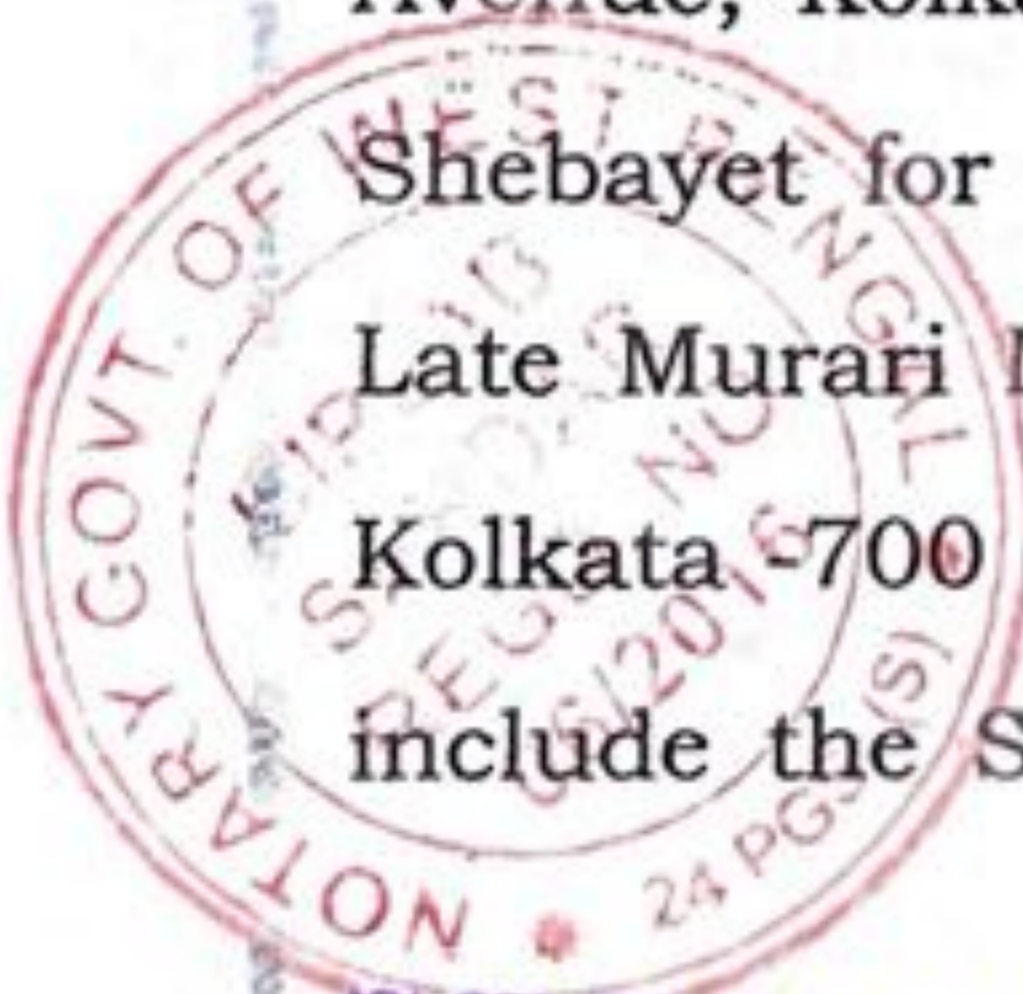
পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 238761



BEFORE THE NOTARY PUBLIC
GOVT OF WEST BENGAL

THIS SUPPLEMENTARY TO THE DEVELOPMENT AGREEMENT made this day 18th of April, 2023 **BETWEEN SRI SRI ISWAR RADHA MUKUNDA MURARI TRUST**, a Debottor Trust of 90A, Rash Behari Avenue, Kolkata - 700 026, represented by its Managing Trustee and Shebayet for the time being, namely **KRISHNA SARKAR**, daughter of Late Murari Mohan Sarkar, residing at 90A, Rash Behari Avenue Kolkata -700 026, hereafter called "the **OWNER**" (which expression shall include the Said Managing Trustee and/or Trustees and/or Shebayets



SRI SRI ISWAR RADHA MUKUNDA MURARI TRUST

Krishna Sarkar
Managing Trustee

for G. G. DEVELOPERS

V.K. Gaenka
Partner

1 8 APR 2023

and/or
and/or

31 MAR 2023

30712

NO. Rs, 50/- Date

Name : S. Jalan & com.

Address : 10, old post office st.
kot-1.

Vendor :
Alipore Collectorate 24 Pgs (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court Kol-27



BEFORE THE NOTARY PUBLIC
GOVT OF WEST BENGAL

THIS SUPPLEMENTARY TO THE DEVELOPMENT AGREEMENT made
this day 12/03/2023 BETWEEN SRI SIB TARA RATHA
MUKUNDA MUTARI TRUST, a Debtor Trust of G.O. Rash Behari
Avenue, Kolkata - 700 026, represented by its Managing Trustee, and
for the time being, namely KIRAN SARKAR, daughter of
Late Munir Mahan Sarkar, residing at G.O. Rash Behari Avenue
Kolkata - 700 026, hereafter called "the O'VEER" (which expression shall
include the said Managing Trustee and/or Trustees and/or Shareholders

for G. G. DEVELOPERS

SRI SRI ISWAR RACHA MUKUNDA MUTARI TRUST

Partner

18 APR 2023

Managing Trustee

and/or beneficiaries and each of their respective successors-in-office and/or successive Managing Trustees and/or Shebayets and/or Assigns) of the **ONE PART AND M/S. G. G. DEVELOPERS**, a partnership firm, having its Office at 8, Mahanirvan Road, Kolkata-700 029, represented by its partners for the time being namely, Vinay Kumar Goenka hereafter called "the **DEVELOPER**" (which expression shall include its successors-in-interest and/or assigns) of the **OTHER PART**.

WHEREAS:

- A. The Owner is the sole and absolute owner of the Municipal Premises No.90A, Rash Behari Avenue, Kolkata - 700 026, morefully described in the **FIRST SCHEDULE** hereto and hereafter called "the **SAID PREMISES**". The Owner is a private Debottor Trust and is being represented by its Managing Trustees/Shebait;
- B. By a Development Agreement dated 28th October, 2016, hereafter called "the **DEVELOPMENT AGREEMENT**" between Sri Sri Iswar Radha Mukunda Murari Trust, hereafter called "the **SAID DEBOTTOR TRUST**", represented by its Managing Trustee and Shebayet, namely Naba Kumar Sarkar and the then other Trustees namely, Santanu Sarkar, Smt. Krishna Sarkar, Smt. Sulata Sarkar, Smt. Swapna Hazra, Smt. Runu Biswas and Smt. Sonali Hazra, therein called the Owner of the One Part and M/S. G. G. Developers, the Developer herein, therein also called the Developer of the Other Part, it had been agreed that the Developer shall develop the entirety of the Said Premises being the Municipal Premises No.90A, Rash Behari Avenue, Kolkata - 700 026, more fully described in the **FIRST SCHEDULE** hereto, by way of construction of a new building, hereafter called "the **NEW BUILDING**", on the Said Premises after demolishing the existing

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Krishna Sarkar

V.K. Goenka

structures standing thereon, in the manner and on the terms and conditions mentioned in the Development Agreement;

- C. For development of the Said Premises and transfer of the Developer's Area by the Owner to the Developer and/or its nominees in terms of the Development Agreement, the Owner applied for grant of permission before the Court of Learned District Judge at Alipore being Misc Case No.911 of 2016.
- D. On or about 28th March, 2023, the Application for grant of permission being Misc. Case No. 911 of 2016 was disposed of by the Learned Court with an observation that as the Application is related to a private debottor trust, hence no permission is required for development of the Said Premises and/or transfer the Developer's Area to the Developer and/or it's nominees by the Owner.
- E. There was an abnormal delay in obtaining the necessary order for permission from the Said Court, as mentioned in the Paragraph No.D hereinabove, thus it has been mutually agreed that the owner and the developer both shall carry on the development of the property as per the terms and conditions of the development agreement.
- F. It was not possible to get the development agreement registered as the registration of the executed agreement was time barred due to the delay in obtaining the court permission.

G. To record such mutual understanding between the parties hereto in writing, this Supplementary Agreement is being executed by the parties in the manner and on the terms and conditions mentioned hereinafter.

Krishna Sarhar

V.K. Gaenka

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NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. With mutual consent of the Parties, the time for completion of the New Building on the Said Premises have been extended till 31st March, 2027. Such time may be further extended from time to time, if so required.
2. The terms of the Development Agreement stands modified by these presents and this Agreement shall be treated as supplement to the Development Agreement.
3. Save as modified hereinabove, the other terms and conditions of the Development Agreement shall remain in force and binding upon the parties hereto.

THE FIRST SCHEDULE:

(The Said Premises)

ALL THAT 2 (two) storied brick built dwelling house and other structures **TOGETHER WITH** the piece or parcel of land thereunto belonging, whereupon or a part whereof the same are erect and built admeasuring 6 (six) Cottahs 2 (two) Chittacks and 22 (twenty two) Square Feet, more or less, being Municipal Premises No.90A, Rash Behari Avenue, Kolkata - 700 026 within Police Station Tollygunge, within the Office of the Additional District Sub-Registrar, Alipore, District South 24-Parganas, within Ward No. 87 of the Kolkata Municipal Corporation and the same is butted and bounded as follows:

ON THE NORTH : By Road Rash Behari Avenue;
ON THE EAST : By Road 12' Rash Behari Avenue;
ON THE SOUTH : By 90B and 90C, Rash Behari Avenue;
ON THE WEST : By 88/1B Rash Behari Avenue;

Krishna Sarker

V.K. Jaiswal

18 APR 2023

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:

Nikhil Goenka
8, Mahanirban Road
Kolkata-700029

Jagadish Baidya
62, S. G. G. Road,
Kolkata-700031.

SRI SRI ISWAR RADHA MUKUNDA MURARI TRUST

Krishna Sarkar
Managing Trustee

EXECUTED AND DELIVERED by the
DEVELOPER at Kolkata in the
presence of:

Nikhil Goenka.

Jagadish Baidya

for G. G. DEVELOPERS

Vinay Kumar Goenka
Partner



Signature (S) Attested
On Identification


BIPLAB SARDAR, NOTARY
Regd. No. - 06/2016
Govt. of W Bengal

IDENTIFIED BY ME


Nabakumar Mukhopadhyay **Advocate**
Advocate
Alipore Police Court
Enri. No.-WB/2037/1999

18 APR 2023

=====
DATED THIS DAY OF APRIL, 2023
=====

BETWEEN

SRI SRI ISWAR RADHA MUKUNDA
MURARI TRUST
.... OWNER

AND

M/S. G. G. DEVELOPERS
.... DEVELOPER

SUPPLEMENTARY AGREEMENT

M/S. S. JALAN & COMPANY
SOLICITORS, ROOM NO.40A,
1ST FLOOR, RIGHT BLOCK
10, OLD POST OFFICE STREET,
KOLKATA - 700 001

THE DAY OF 20.....

18 APR 2023

Paper Writings 'A'
&
The Relative
Notarial Certificate

BIPLAB SARDAR

Advocate



18 APR 2023

NOTARY

GOVT. OF W.B.

Regd. No. - 06/2016

A D D R E S S E S

Resl. & Chamber :

VIII & P.O.- Dhalirbati, Via- Taldi,

P.S. & Sub-Division - Canning,

District- South 24 Parganas

PIN- 743376.

Mobile : 9732723770

E-mail : biplab.sardar1974@gmail.com

What's App No. : 7318667667.