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certified that the Document is admitted to registration The Signature Sheet and the endorsement sheets attached to this document are the part of this Document



  
Additional Registrar  
of Assurances-III, Kolkata

Additional Registrar of  
Assurances III Kolkata

- 9 APR 2024

This Supplementary Development Agreement made this the 9<sup>th</sup> day of April 2024 ("Supplementary Development Agreement")

Between

Nirvana Devcon LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 (LLPIN: AAE-9340; Income Tax PAN: AAMFN9689E), having its registered office at 8/1, Lal Bazar Street, 1<sup>st</sup> floor, Bikaner Building, Room No. 11, Kolkata - 700001, Police Station Hare Street, Post Office G.P.O., represented by its designated partner, Mr. Pradeep Kumar Pugalia (Income Tax PAN: AIUPP4838M; Aadhaar No.: 4875 3034 9633; Mobile No.: +91-9007077708), son of Mr. Sumer MalPugalia, residing at 6/1A, Moira Street, Kolkata - 700 017, Police Station and Post

002607

22 MAR 2024

Sl. No.....Dt.....Rupees- **100/-**

*Bekani NPR Projects LLP*

Address. *257/A, Deshbanan Saroad Road KOL-33*

P.O.....P.S.....

Vendor.....*Jay*.....



*Jyanta Dey*  
ALIPORE POLICE COURT  
Kolkata-27



Additional Registrar of  
Assurances III Kolkata  
- 9 APR 2024

Office Shakespeare Sarani, authorized by a resolution passed at a meeting of all the partners of Nirvana Devcon LLP held on December 21, 2020, hereinafter referred to as the “**Lessee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or permitted assigns) of the **One Part**;

**And**

**Belani NPR Projects LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 (LLPIN: AAU-7038; Income Tax PAN:AAXFB0663K), having its registered office at 257/A, Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, represented by its designated partners, (1) **Mr. Nandu Kishinchand Belani** (Income Tax PAN: ADJPB3418P; Aadhaar No.: 5829 2344 6541; Mobile No.: +91-9831005553), son of Late Kishinchand P. Belani, residing at 5B, Debendra Lal Khan Road, Kolkata - 700 027, Police Station and Post Office Alipore, and (2) **Mr. Rishi Todi**(Income Tax PAN: ABUPT6543N; Aadhaar No.: 3923 5587 1048; Mobile No.: +91-9831174533), son of Mr. Pawan Kumar Todi, residing at 2, Queens Park, Kolkata - 700 019, Police Station and Post Office Ballygunge, both authorized by a resolution passed at a meeting of all the partners of Belani NPR Projects LLP held on December 21, 2020, hereinafter referred to as the “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and/or permitted assigns) of the **Other Part**:

The “**Lessee**” and the “**Developer**” are hereinafter individually referred to as a “**Party**”, and jointly as the “**Parties**”.

**Whereas:**

- A. The Parties hereto have executed a development agreement dated 23<sup>rd</sup> December, 2020, registered with the Additional Registrar of Assurances - III, Kolkata, in Book NO. I, Volume No. 1903-2021, Pages 18600 to 18714, Being No. 190306955 for the year 2020 (“**Said Agreement**”) pertaining *inter alia* to the development of Premises No. 257/A, Deshpran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, within Ward No. 94 of the Kolkata Municipal Corporation together with all structures thereon (“**Said Property**”), and dealing with the project to be constructed thereon, in the manner and on the terms stipulated in the Said Agreement.
- B. In pursuance of the Said Agreement, the Said Property was earmarked for the purpose of building thereon the Project (*as defined and/or described hereinafter*), whereupon the Developer had a plan duly sanctioned by the Kolkata Municipal Corporation for the development of the Project on the Said Property.
- C. The Parties have since mutually agreed to modify and/or amend certain terms and conditions of the Said Agreement, and are desirous of recording the same in writing as stipulated hereunder.

**Now This Supplementary Development Agreement Witnesseth as follows:**

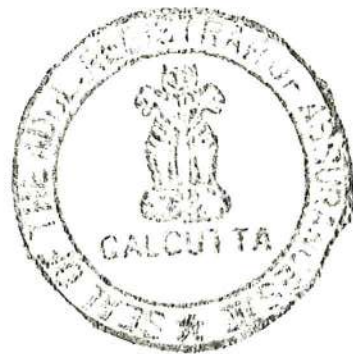




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REGISTRAR OF COMPANIES  
KOLKATA  
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1. It is mutually agreed between the Parties that the Said Agreement shall stand amended and/or modified only to the limited extent as noted herein below:
  - i) All references in the Said Agreement to each of the undernoted capitalized terms/definitions shall mean and/or shall be deemed to mean and/or shall be read and understood as and/or shall stand replaced/superseded with the following mutually agreed definitions of each of such capitalized terms:
    - a) “**Project**” shall mean the residential cum commercial development known as “**Sanctuary**”, proposed to be undertaken by the Developer on/at the Said Property intended to comprise *inter alia* of the Residential Zone and the Commercial Zone;
    - b) “**WBHIRA**” shall mean The Real Estate (Regulation & Development) Act, 2016, as amended and/or substituted and/or updated and/or revised from time to time read together with the rules and regulations made thereunder/in pursuance thereof including but not limited to the applicable provisions of The West Bengal Real Estate (Regulation & Development) Rules, 2021 made under the Act of 2016, as amended and/or substituted and/or updated and/or revised from time to time;
  - ii) each of the undernoted capitalized terms/definitions shall and/or shall be deemed to stand incorporated in and form an integral and inseparable part of Clause 1.1 of the Said Agreement, and thus of the Said Agreement *per se*:
    - a) “**Commercial Zone**” shall mean and comprise of the entirety of the basement of the Project marked in **Green** on **Plan- II** along with certain demarcated areas/spaces of/at the ground, first and second floors of Tower 1 of the Project together with identified, demarcated and reserved by the Promoter parking of cars(s) (bordered/hatched **Yellow** on **Plan – I** annexed to this **Supplementary Development Agreement**), each exclusively reserved and/or intended for commercial purposes as determined by the Developer further together with the spaces identified, demarcated and reserved by the Promoter for various utilities and/or amenities thereat, each as determined by the Promoter further together with such of the Common Areas as identified by the Developer, all situate within the area hatched **Orange** on **Plan –I** annexed to this **Supplementary Development Agreement**;
    - b) “**Commercial Zone Net Revenue**” shall mean each of the amounts comprising the Commercial Zone Realizations from the Project after deducting therefrom the Deductibles and any amount refunded/paid and/or agreed to be refunded/paid to any Allottee on any account whatsoever or howsoever;
    - c) “**Commercial Zone Net Revenue Sharing Ratio**” shall mean the ratio of sharing of the Commercial Zone Net Revenue between the Lessee and the Developer, i.e. 75:25, whereby 75% (seventy five percent) shall belong to

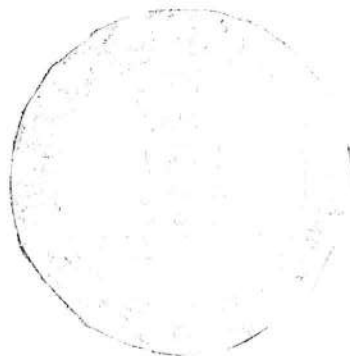


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Companies, Calcutta

- 9 APR 2024

the Lessee and 25% (twenty five percent) shall belong to the Developer as agreed by and between the parties in the Notarised Supplementary Limited Liability Partnership Agreement dated 30<sup>th</sup> March, 2024;

- d) “**Commercial Zone Realizations**” shall mean the applicable Realizations received from the Allottees of the Commercial Zone in lieu of Transfer of Leasable Areas comprised in/forming a part of the Commercial Zone or collections from any Un-allotted Area/s comprised in/forming a part of the Commercial Zone which may have been Transferred to a Third Party;
- e) “**Identified Common Areas**” shall mean such of the areas, facilities, utilities and infrastructure of/at the Project as may be specifically made available by the Developer to facilitate the use and enjoyment by the Apartment Allottees and the Commercial Zone Allottees of the several units/areas/spaces/portions respectively comprising the Residential Zone and the Commercial Zone, each as specifically determined and/or identified and/or earmarked and/or designated by the Developer and/or altered, modified or changed by the Developer, and presently intended to comprise of the areas and facilities described in bordered/hatched **Green** on **Plan – I** annexed hereto.
- f) “**Net Revenue**” shall mean the Residential Zone Net Revenue and/or the Commercial Zone Net Revenue, as the case may be/as applicable;
- g) “**Net Revenue Sharing Ratio**” shall mean the ratio of sharing of the Net Revenue between the Lessee and the Developer, being the Residential Zone Net Revenue Sharing Ratio and/or the Commercial Zone Net Revenue Sharing Ratio, as the case may be/as applicable;
- h) “**Residential Zone**” shall mean and comprise of certain demarcated areas/spaces of/at the ground, first and second floors of Tower 1 of the Project together with identified, demarcated and reserved by the Promoter parking of cars(s)(bordered/hatched **Purple** on **Plan – I** annexed hereto) together with the entirety of each of the Towers 2, 3 and 4 of the Project(bordered/hatched on **Plan - I** annexed hereto),each exclusively reserved and/or intended for residential purposes as determined by the Developer further together with the spaces identified, demarcated and reserved by the Developer for various utilities and/or amenities thereat, each as determined by the Developer further together with such of the Common Areas as identified by the Developer, all situate within the area hatched **Brown** on **Plan –I** annexed hereto;
- i) “**Residential Zone Net Revenue**” shall mean each of the amounts comprising the Residential Zone Realizations from the Project after deducting therefrom the Deductibles and any amount refunded/paid and/or agreed to be refunded/paid to any Allottee on any account whatsoever or howsoever;



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- j) **“Residential Zone Net Revenue Sharing Ratio”** shall mean the ratio of sharing of the ResidentialZoneNet Revenue between the Lessee and the Developer, i.e. 50:50, whereby 50% (fifty percent) shall belong to the Lessee and 50% (fifty percent) shall belong to the Developer;
  - k) **“Residential Zone Realizations”** shall mean the applicable Realizations received from the Allottees of the Residential Zone in lieu of Transfer of Leasable Areas comprised in/forming a part of the ResidentialZone or collections from any Un-allotted Area/s comprised in/forming a part of the ResidentialZone which may have been Transferred to a Third Party;
  - l) **“Tower(s)”** shall mean the 4 (four) new building(s), respectively known and numbered as Tower 1, Tower 2, Tower 3 and Tower 4, consisting of various self-contained apartments and/or constructed spaces, proposed to be constructed at the Said Property as a part of the Project;”
- iii) the word *“applicable”* shall be deemed to stand incorporated before/as a precursor to each of the undernoted capitalized terms/definitions as they read/stand respectively in Clause 9.5, Clause 15.1.2.4(i)(a) and 15.1.2.4(i)(b) of the Said Agreement, as the case may be:
- a) Net Revenue;
  - b) Net Revenue Sharing Ratio.
- iv) Clause 4 of the Said Agreement shall stand replaced/superceded in its entirety with the following:

**“4. CONSIDERATION**

4.1 The consideration in lieu whereof the Lessee has granted the Development Rights to, unto and in favour of the Developer is:-

- i) the Developer agreeing to undertake the planning, development, construction, completion and implementation of the Project and meeting all expenses incurred in connection therewith to the extent and in the manner stipulated in this Agreement; and
- ii) the Developer providing to the Lessee INR 2,00,00,000 (Indian Rupees Two Crores only), without interest, towards securing the performance guarantee provided by the Lessee to CTC in terms of the RFP, as security for completion of construction and obtaining notice of completion (**“Performance Guarantee”**), Provided That on receipt of the Completion Certificate, the Lessee shall have such Performance Guarantee released by CTC, and return/refund the entire amount received from CTC to the Developer (including accrued interest, if any); and



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iii) the receipt (subject to and in accordance with the terms of this Agreement) by the Lessee from the Developer of:

a) 50% (fifty percent) of the Residential Zone Net Revenue; and

b) 75% (seventy five percent) of the Commercial Zone Net Revenue,

(iii) (a) and (iii) (b) hereinabove collectively, the "**Lessee's Share**"),

in the manner stipulated herein; and

iv) the receipt by the Lessee of the Security Deposit from the Developer; and

v) payment by the Developer of the Ground Lease Rent from the Effective Date and during the construction period or till such time possession of the Leasable Areas/Units is offered to the Allottees and the Lessee, if applicable, whichever be earlier.

4.2 The consideration in lieu whereof the Developer has accepted the grant of the Development Rights from the Lessee and has agreed to commercially exploit the Said Property in the manner stipulated in this Agreement, is the receipt by the Developer of:

a) 50% (fifty percent) of the Residential Zone Net Revenue; and

b) 25% (twenty five percent) of the Commercial Zone Net Revenue,

(4.2(a) and 4.2(b) hereinabove collectively, the "**Developer's Share**").

4.3 It is further agreed and understood between the Parties that in the event the Developer is desirous of availing extra floor area ratio (FAR) as per the amended provisions of the Kolkata Municipal Corporation Act, 1980 including on account of the metro corridor and/or green building and/or as may be permitted under Applicable Laws, while the fees/charges for such additional FAR shall be borne and paid by the Lessee, the sanction fee and construction cost payable in respect thereof shall be borne and paid by the Developer. The Lessee shall be obliged to show the Developer proof of funds available with the Lessee for compliance by the Lessee of its obligations under this Clause within ten (10) days of receipt of the demand notice issued by the Kolkata Municipal Corporation in respect thereof."



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v) Clause 9.4.3 of the Said Agreement shall stand replaced/superseded in its entirety with the following:

“otherwise do all acts, deeds and things required for the marketing of the Leasable Areas in the Project.

PROVIDED HOWEVER that all costs and expenses in this respect except brokerage will be borne and paid by the Developer. The brokerage will be borne on actuals by the Developer and the Lessee as follows:

- i) in respect of the Leasable Areas comprising/forming a part of the Residential Zone but subject to maximum of 2% (two percent) of the applicable Realizations less GST: 50%:50% (Lessee : Developer);
  - ii) in respect of the Leasable Areas comprising/forming a part of the Commercial Zone: 75%:25% ((Lessee : Developer).”
- c) Clause 11 of the Said Agreement shall stand replaced/superseded in its entirety with the following:

**“11. PROJECT BANK ACCOUNT AND ACCOUNTING**

11.1 All Realizations shall be deposited in the Project Bank Account to be opened with such branch of such bank in Kolkata as may be mutually agreed between the Lessee and the Developer. All cheques/pay orders and other negotiable instruments in respect of such Realizations which have been received in the name of the Project and deposited in the Project Bank Account and which comprise of the Residential Zone Net Revenue and the Commercial Zone Net Revenue shall, subject to the provisions of this Agreement and Applicable Law(s), respectively belong to the Lessee and the Developer in the following ratio:

- i) Residential Zone Net Revenue: in the Residential Zone Net Revenue Sharing Ratio; and
- ii) Commercial Zone Net Revenue: in the Commercial Zone Net Revenue Sharing Ratio.

All receipts towards the Realizations deposited in the Project Bank Account shall be issued by the Developer, for self and on behalf of the Lessee, and the same shall be binding on the Lessee, and shall be a valid discharge to the Persons making such payment. The Lessee shall be given the right to view the Project Bank Account online and on the date of opening of such account clear irreversible mandate/standing instructions for disbursement of funds shall be given to the banker of the nature noted herein-below.



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- 11.2 Apart from the Project Bank Account, two (2) further bank accounts shall be opened and maintained by the Developer in terms of Applicable Law(s), viz. (i) an account for distributing the Residential Zone Net Revenue and the Commercial Zone Net Revenue in the manner stated below to the Lessee and the Developer ("**Distribution Account**"); and (ii) an escrow account, maintained as per WBHIRA for holding a part of the Realizations in the manner stated below ("**WBHIRA Account**"). Clear irreversible mandate/standing sweep-in instructions shall be given to the banker in respect of/for each of the aforesaid bank accounts for operations thereof in the manner stated herein-below.
- 11.3 All Realizations deposited in the Project Bank Account shall be dealt with and distributed in terms of the mechanism defined below, but each subject to Applicable Law(s):
- (a) at the 1<sup>st</sup> stage,
- (i) from each tranche of the Realizations, each of the sums/amounts comprising the Deductibles (as comprised in such tranche) shall be deducted and transferred into a designated separate bank account opened by and standing in the name of the Developer, as identified by the Developer, which Deductibles shall be used only for the purpose/towards the head/account for which the same may have been charged/taken from the Allottee(s); and
- (ii) out of the balance Realizations remaining in the Project Bank Account ("**Distributable Realizations**"), 30% (thirty percent) thereof shall be transferred to the Distribution Account while the balance 70% (seventy percent) shall be transferred to the WBHIRA Account.
- (b) at the 2<sup>nd</sup> stage, all the amounts deposited in/transferred to the Distribution Account shall be distributed as applicable between the Lessee and the Developer according to the Residential Zone Net Revenue Sharing Ratio and Commercial Zone Net Revenue Sharing Ratio respectively towards the Lessee's Share and the Developer's Share provided that the Lessee shall be entitled to additionally receive 75% Commercial Zone and: 50% for Residential Zone of the amount if any deducted by the Allottee while making payment of any tranche of the Realizations towards tax deductible at source (TDS) and further provided that TDS shall be deducted at the applicable rate as per the then prevailing Applicable Law(s) on each of the amounts paid to the Lessee from the Distribution Account.



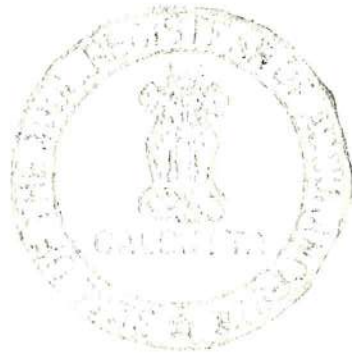
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- (c) in respect of the amounts deposited in/transferred to the WBHIRA Account, only such of the amounts as would be permitted to be withdrawn by/under the then applicable provisions of WBHIRA and/or in pursuance thereof including if permitted as/towards: (a) part or portion of the Total Land Cost; and/or (b) part or portion of the cost of construction of the Project and/or developing the Project; and/or (c) any other head/account as mandated/stipulated by/under any of the aforesaid provisions of WBHIRA and/or Applicable Law(s), shall be transferred to the Distribution Account and thereafter the same shall be distributed between the Lessee and the Developer in the manner stipulated in sub clause (b) hereinabove dealing with distribution of the amounts deposited in/transferred to the Distribution Account.

11.4 It is further agreed and understood as follows:

- i. The Developer hereby undertakes and covenants that it shall not do or cause to be done any act or omission which shall block transfer of the permitted amounts from the WBHIRA Account to the Distribution Account beyond thirty (30) days from the date such amounts become available for withdrawal under the then prevailing Applicable Laws, whereby the right of the Lessee to receive disbursement of the Lessee's Share in the manner stipulated in this Agreement is impeded and/or delayed;
- ii. In the event due to any act or omission solely attributable to the Developer, withdrawal of the permitted amounts if any from the WBHIRA Account remains blocked for a period beyond thirty (30) days from the date such amounts became available for withdrawal under the then prevailing Applicable Laws, the Developer shall pay Interest to the Lessee only on such quantum of the amounts so blocked but available for withdrawal which would comprise the Lessee's Share upon transfer to the Distributable Account;
- iii. the mode and manner of dealing with, withdrawal and disbursal of the Distributable Realizations in the manner stipulated in Clause 11.3 hereinabove shall always be and remain subject to the then prevailing provisions of WBHIRA, and save upon occurrence of the event stipulated in Clause 11.4(i) hereinabove, the Lessee undertakes and covenants not to object to the transfer of the Distributable Realizations made in compliance of the then prevailing provisions of WBHIRA;
- iv. For the avoidance of any doubt it is clarified and unequivocally agreed and understood between the Parties that each of the aforesaid percentages (i.e. 30% and 70%) have been arrived at on the basis of the provisions of WBHIRA as prevailing on the



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Effective Date, and thus in the event of any amendment, modification etc. of/to the relevant provisions and/or enactment of any other Applicable Law(s), the Parties shall mutually revise the aforesaid percentage(s) to ensure compliance with any such amendment, modification, prevailing Applicable Law(s) etc.;

- v. Each of the payments stipulated hereinabove shall be paid/transferred from the Distribution Account to the respective payees every fortnight and for such purpose, the Lessee and the Developer shall provide details of their respective nominated accounts by way a written intimation to each other for providing the same to the banker for sweep-in instructions;
- vi. The Parties shall mutually settle the accounts once every thirty (30) days including computation of the respective Residential Zone Net Revenue and the Commercial Zone Net Revenue, and if any amount is due or payable by either Party to the other Party including but not limited to towards payment or reimbursement of Taxes and/or all costs and expenses incurred by a Party for and on behalf of the other Party including those towards/on account of performing (without prejudice to its rights) any of the obligations which such other Party is/was bound and obliged to do, execute and perform and/or any further/other amounts reimbursable/payable by a Party to the other Party in terms of any other terms and conditions stipulated in this Agreement, and each of such amounts shall be paid/reimbursed by the concerned Party to the other Party within (fifteen) 15 days from the date of settlement of the accounts;
- vii. The Parties agree that in the event it is found that any distributable amount which has been transferred to the bank account of any Party hereunder, duly belonged to the other Party in terms of this Agreement and has been wrongfully transferred, then the Party who is entitled to receive such amount shall give a written notice to the other Party, giving all details of such wrongful transfer along with supporting documents and details of the bank account into which such wrongfully transferred amount should be deposited by the other Party. Upon receipt of such notice, the Party who has received such wrongful transfer shall within a period of seven (7) days from the date of receipt of such notice, transfer such amount into the bank account of the Party who has given such notice without any interest. If such transfer does not take place within the said period of seven (7) days, then the Party in default will be bound and obliged to pay Interest thereon to be computed from the due date of payment till the date of actual receipt thereof by the concerned Party.

11.5 During the subsistence of this Agreement, the Developer shall



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maintain books of accounts in accordance with standard accounting practices and statutory requirements recording all receipts from all sources derived for or on account of or in respect of the Project, income, expenditure, payments and assets and liabilities, in accordance with this Agreement and the Applicable Laws, and shall provide the Lessee with full details pertaining to the reimbursements made, cancellation of bookings and/or payments of the statutory liabilities and/or brokerage fees every month, and also upon the Lessee's request.

- 11.6 The accounting in respect of the Project shall be done on a quarterly basis by the Developer. The accounting year of the Project shall be from 1<sup>st</sup> April to 31<sup>st</sup> March and all books of accounts and records shall be kept at the registered office of the Developer. The Lessee and its authorized representatives shall, after giving a prior notice of twenty four (24) hours, be entitled to inspect and take extracts and photo copies of the books of accounts and records so maintained by the Developer in relation to the Project, and the Developer undertakes to facilitate and provide all co-operation in connection with the same.
- 11.7 The final accounting in respect of the Project shall be completed within sixty (60) days of completion of the Project or Transfer of all the Leasable Areas thereat, whichever be earlier or within such time period as the Lessee and the Developer may mutually agree in writing, and all balances lying in the Project Bank Account, WBHIRA Account, Distribution Account or otherwise available shall, subject to Applicable Laws, be appropriated in the manner contemplated above and/or elsewhere in this Agreement.
- 11.8 It is expressly agreed that any amount received from the Allottees on account of Extra Charges together with the applicable Taxes thereon, if any, shall be held by the Developer to its own account, and the Developer shall be entitled to appropriate and deal with the same separately.
- 11.9 The Deposits as stated in **Part - II of Schedule III** shall be collected by the Developer alongwith the last instalment from the Allottees or at the time of offering possession to the Allottee, as the case may be, and will be held by the Developer in a separate bank account to be opened and operated by the Developer, and all amounts collected in such account with accrued interest thereon, if any, shall be retained and/or held and/or applied by the Developer for the purposes for which the same have been collected from the Allottee, and shall subsequently to be transferred to the Association subject to such deductions as may be applicable, and under no circumstances the Developer will utilise the same and/or any part thereof for any purpose other than for which the same has been collected from the Allottee. The Developer will be solely responsible to settle all



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disputes which may be raised by the Allottees in respect of the Extra Charges and/or the Deposits, for which the Lessee will not be liable in any manner whatsoever.”

2. Each of the Parties agree and accept that each of the capitalized terms used herein, save and except those specifically defined herein and/or deleted hereunder, shall have the same meaning as respectively ascribed to each of such terms in the Said Agreement.
3. Each of the Parties further agree and accept that each of the undernoted clauses of the Said Agreement and consequently the contents thereof shall apply *mutatis mutandis* to this **Supplementary Development** Agreement:
  - i) Clause 1.2 (*Interpretation*);
  - ii) Clause 16.1 (*Representations and Warranties*);
  - iii) Clause 17 (*Indemnity*);
  - iv) Clause 19 (*Confidentiality*); and
  - v) Clause 20 (*Governing Law and Dispute Resolution*).
4. It is further agreed and understood that the Said Agreement shall stand amended and/or modified to the extent stated herein/hereinabove on and from the Effective Date, and thus this **Supplementary Development** Agreement together with each of the Annexures hereto shall form an integral part of the Said Agreement, and the Said Agreement shall be read and understood as modified and/or rectified and/or amended herein.
5. This **Supplementary Development** Agreement together with each of the Annexures hereto shall be supplemental to the Said Agreement, and hence all references to “this Agreement” in the Said Agreement and also to the Said Agreement in any other document(s) respectively, shall be to and refer to the Said Agreement as amended by this **Supplementary Development** Agreement together with each of the Annexures hereto.
6. Save to the extent modified by this **Supplementary Development** Agreement, the Said Agreement and each of the rights, obligations, terms, conditions etc. respectively stipulated therein shall remain unchanged and shall continue to be/remain in full force and effect and/or shall subsist, and shall be and continue to remain valid and binding on each of the Parties.



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**SCHEDULE : SAID PROPERTY**

**ALL THAT** the piece and parcel of land containing an area of 240.5 cottahs more or less (equivalent to 240 cottans 8 chittacks more or less, and 16087 sq. mtrs. more or less) together with structures, situate, lying at and being Premises No. 257/A Deshpran Sasmal Road (being the demarcated and identified north-western portion of the larger property comprised in Premises No. 257, Deshpran Sasmal Road, with frontage on Deshpran Sasmal Road), Kolkata 700 033, under Jadavpur P.S., Post Office Tollygunge, and Ward No. 94 of the Kolkata Municipal Corporation, Assessee No. 210940200842, and butted and bounded in the manner as following:-

**ON THE NORTH** : By Jubilee Park Road;  
**ON THE SOUTH** : By Tollygunge Depot of CTC;  
**ON THE EAST** : By Jubilee Park; and  
**ON THE WEST** : By Deshpran Sasmal Road.



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Additional Registrar of  
Companies, Chandigarh  
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In Witness Whereof, the Parties hereto, through their respective duly authorised officials, have set and subscribed their respective hands on the day, month and year first written hereinabove.

FOR **Nirvana Devcon LLP**  
NIRVANA DEVCON LLP

*Pradeep K. Pugalia*

NAME: **Mr. Pradeep Kumar Pugalia**  
TITLE: **Designated Partner**

WITNESSED BY:

- 1) *Mr. Shayes Khan*  
5A, Bibhasati Bose Sarani  
Kolkata - 20.
- 2) *Paromita Panda*  
8/1 Lal Bazar Street  
Kolkata - 700001

FOR **Belani NPR Projects LLP**  
BELANI NPR PROJECTS LLP

*Nandu Kishinchand Belani*

NAME: **Mr. Nandu Kishinchand Belani**  
TITLE: **Designated Partner**

- 1) *Mr. Shayes Khan*  
5A, Bibhasati Bose Sarani  
Kolkata - 20.
- 2) *Paromita Panda*  
8/1 Lal Bazar Street  
Kolkata - 700001

BELANI NPR PROJECTS LLP

*Rishi Todi*

NAME: **Mr. Rishi Todi**  
TITLE: **Designated Partner**

- 1) *Mr. Shayes Khan*  
5A, Bibhasati Bose Sarani  
Kolkata - 20.
- 2) *Paromita Panda*  
8/1 Lal Bazar Street  
Kolkata - 700001

*Drafted by*  
*Tushit Kumar Banerjee*






TUSHIT KUMAR BANERJEE  
Advocate  
Barasat Judges Court  
Enrolment No. WB-794/98



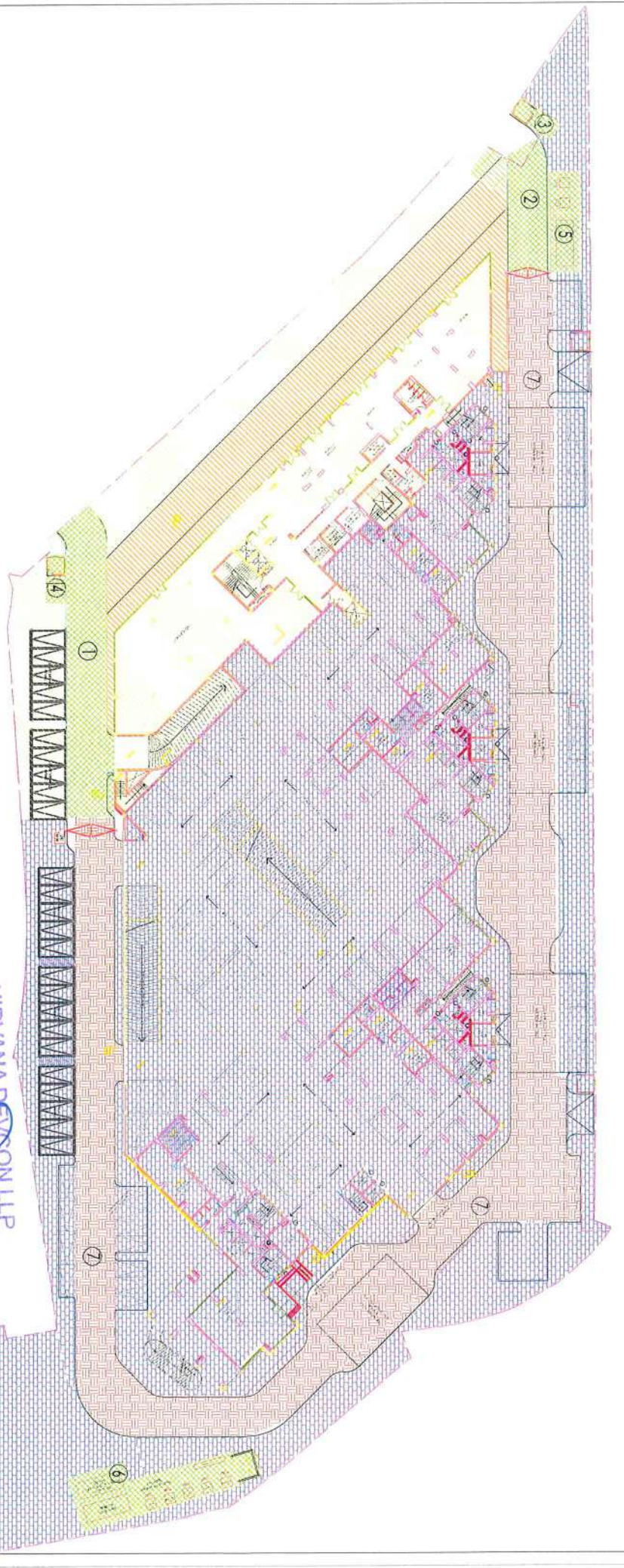
1

Add'l ...  
-9 APR 2024



-  RESIDENTIAL ZONE
-  COMMERCIAL ZONE
-  IDENTIFIED COMMON AREAS
-  COMMON AREA FOR COMMERCIAL ZONE
-  RESIDENTIAL DRIVEWAY

- ① COMMON DRIVEWAY FROM DESHPRAN SHASMAL ROAD ON THE SOUTHERN SIDE
- ② COMMON DRIVEWAY FROM DESHPRAN SHASMAL ROAD ON THE WESTERN SIDE
- ③ COMMON GUARD ROOM
- ④ COMMON GUARD ROOM
- ⑤ COMMON ELECTRICAL INSTALLATIONS AND D.G SET
- ⑥ COMMON ELECTRICAL INSTALLATIONS AND D.G SET
- ⑦ RESIDENTIAL DRIVEWAY



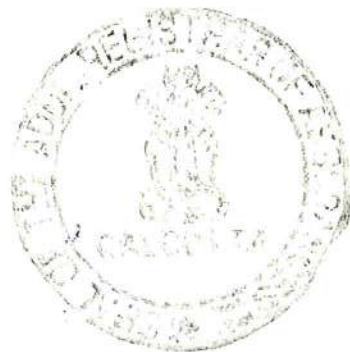
**NERVANA DEVSON LLP**  
*Nervana Devson*  
 Designated Partner

**BELANI NPPR PROJECTS LLP**  
*Belani NPPR*  
 DESIGNATED PARTNER

**BELANI NPPR PROJECTS LLP**  
*Belani NPPR*  
 DESIGNATED PARTNER

# PLAN I





Additional Registrar of  
Companies, Kolkata

- 9 APR 2024



EXCLUSIVE BASEMENT FOR COMMERCIAL ZONE



**NIRVANA PEYCON LLP**  
*Hardeep Singh*  
Designated Partner

**BELANI NPR PROJECTS LLP**  
*Prakash*  
DESIGNATED PARTNER

**BELANI NPR PROJECTS LLP**  
*Prakash*  
DESIGNATED PARTNER

PLAN - II

NORTH :






































7

Additional Registrar of  
Assurances in Kolkata  
- 9 APR 2024



# SPECIMEN FORM FOR TEN FINGERPRINTS

Mc

	<i>Pradeep Singh</i>							
		Little	Ring	Middle	Fore	Thumb		
		(LEFT HAND)						
								
		Thumb	Fore	Middle	Ring	Little		
		(RIGHT HAND)						
	<i>Pradeep Singh</i>							
		Little	Ring	Middle	Fore	Thumb		
		(LEFT HAND)						
								
		Thumb	Fore	Middle	Ring	Little		
		(RIGHT HAND)						
	<i>Pradeep Singh</i>							
		Little	Ring	Middle	Fore	Thumb		
		(LEFT HAND)						
								
		Thumb	Fore	Middle	Ring	Little		
		(RIGHT HAND)						



7

Additional Registrar of  
Assurances in Kolkata  
- 9 APR 2024



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



140120232025384131

## GRIPS Payment Detail

**GRIPS Payment ID:** 140120232025384131      **Payment Init. Date:** 14/01/2023 17:29:34  
**Total Amount:** 274942      **No of GRN:** 1  
**Bank/Gateway:** SBI EPay      **Payment Mode:** SBI Epay  
**BRN:** 8745515973722      **BRN Date:** 14/01/2023 17:30:26  
**Payment Status:** Successful      **Payment Init. From:** Department Portal

## Depositor Details

**Depositor's Name:** Mr SHUBHAM JAIN  
**Mobile:** 9007014447

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230253841328	Directorate of Registration & Stamp Revenue	274942
<b>Total</b>			<b>274942</b>

**IN WORDS:** TWO LAKH SEVENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.

**DISCLAIMER:** This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Additional Registrar of  
Assurances III Kolkata  
- 9 APR 2024



Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192022230253841328

GRN Details

GRN: 192022230253841328 Payment Mode: SBI Epay  
GRN Date: 14/01/2023 17:29:34 Bank/Gateway: SBIPay Payment Gateway  
BRN : 8745515973722 BRN Date: 14/01/2023 17:30:26  
Gateway Ref ID: 5105755883 Method: Punjab National Bank - Retail and Corporate NB  
GRIPS Payment ID: 140120232025384131 Payment Init. Date: 14/01/2023 17:29:34  
Payment Status: Successful Payment Ref. No: 2003626085/1/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr SHUBHAM JAIN  
Address: 1 LU SHUN SARANI THANA BOWBAZAR KOLKATA 700073  
Mobile: 9007014447  
Period From (dd/mm/yyyy): 14/01/2023  
Period To (dd/mm/yyyy): 14/01/2023  
Payment Ref ID: 2003626085/1/2022  
Dept Ref ID/DRN: 2003626085/1/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003626085/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2003626085/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	200021
			<b>Total</b>	<b>274942</b>

IN WORDS: TWO LAKH SEVENTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.



✓

9 APR 2024

### Major Information of the Deed

Deed No	I-1903-02601/2024	Date of Registration	09/04/2024
Query No / Year	1903-2003626085/2022	Office where deed is registered	
Query Date	23/12/2022 3:55:07 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Shubham Jain 1 Lu Shun Sarani, Todi Mansion, 9th Floor, Thana : Bowbazar, District : Kolkata, WEST BENGAL, PIN - 700073, Mobile No. : 9038493519, Status :Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 107,35,92,069/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 2,00,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Desh Pran Sasmal Road, Road Zone : (Anwar Shah Road – Tolly Metro (Ward Nos. 94 & 97)) , , Premises No: 257/A, , Ward No: 094 Pin Code : 700033

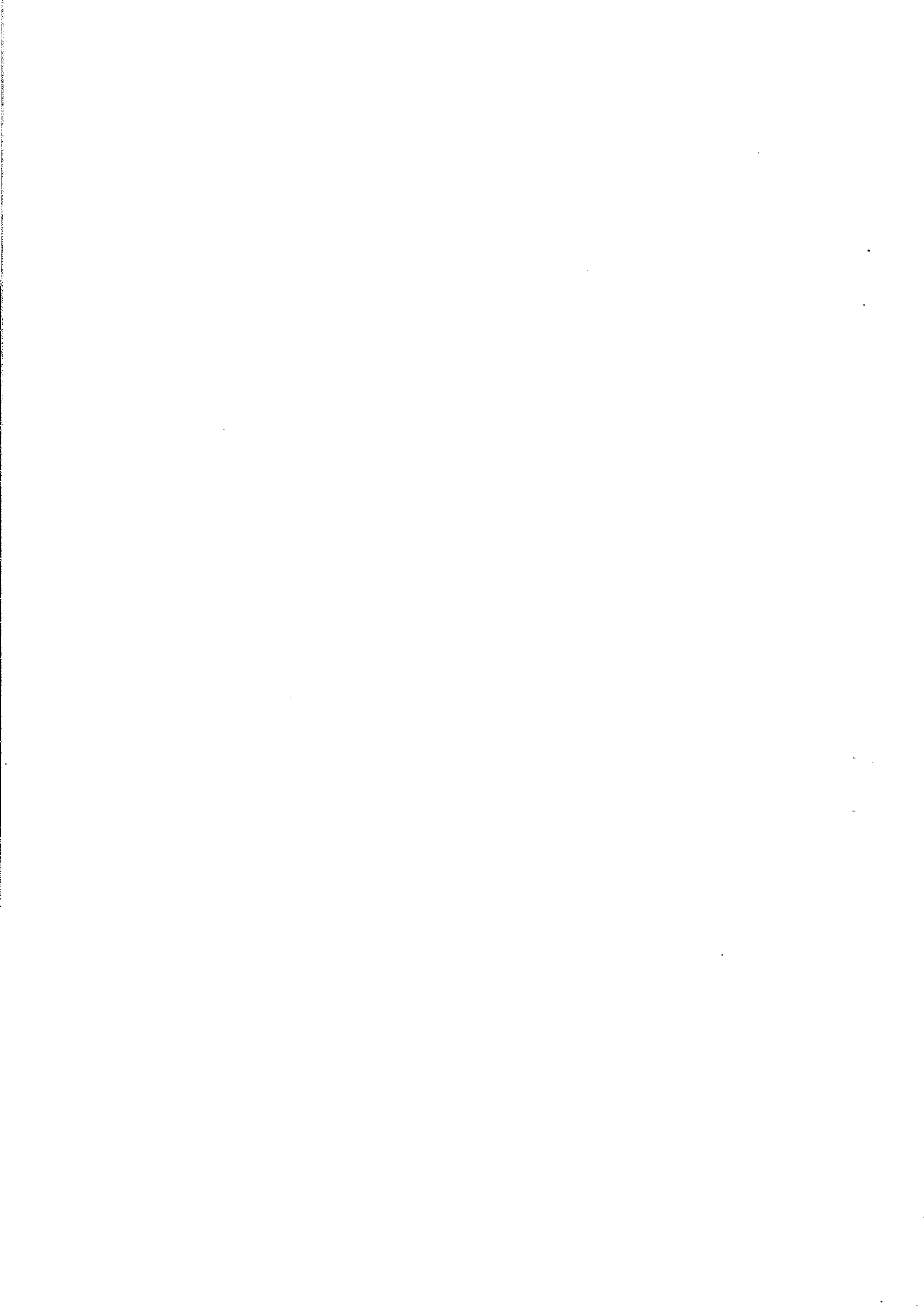
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		240.5 Katha	107,35,92,069/-	Property is on Road
<b>Grand Total :</b>					<b>396.825Dec</b>	<b>0 /- 10735,92,069 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Nirvana Devcon LLP</b> 8/1 Lalbazar Street, 1st Floor, Bikaner Building, Room No. 11, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx9E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



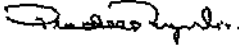


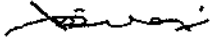


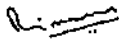
#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Belani NPR Projects LLP</b> 257/A, Deshpran Sasmal Road, City:- , P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: AAxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



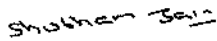


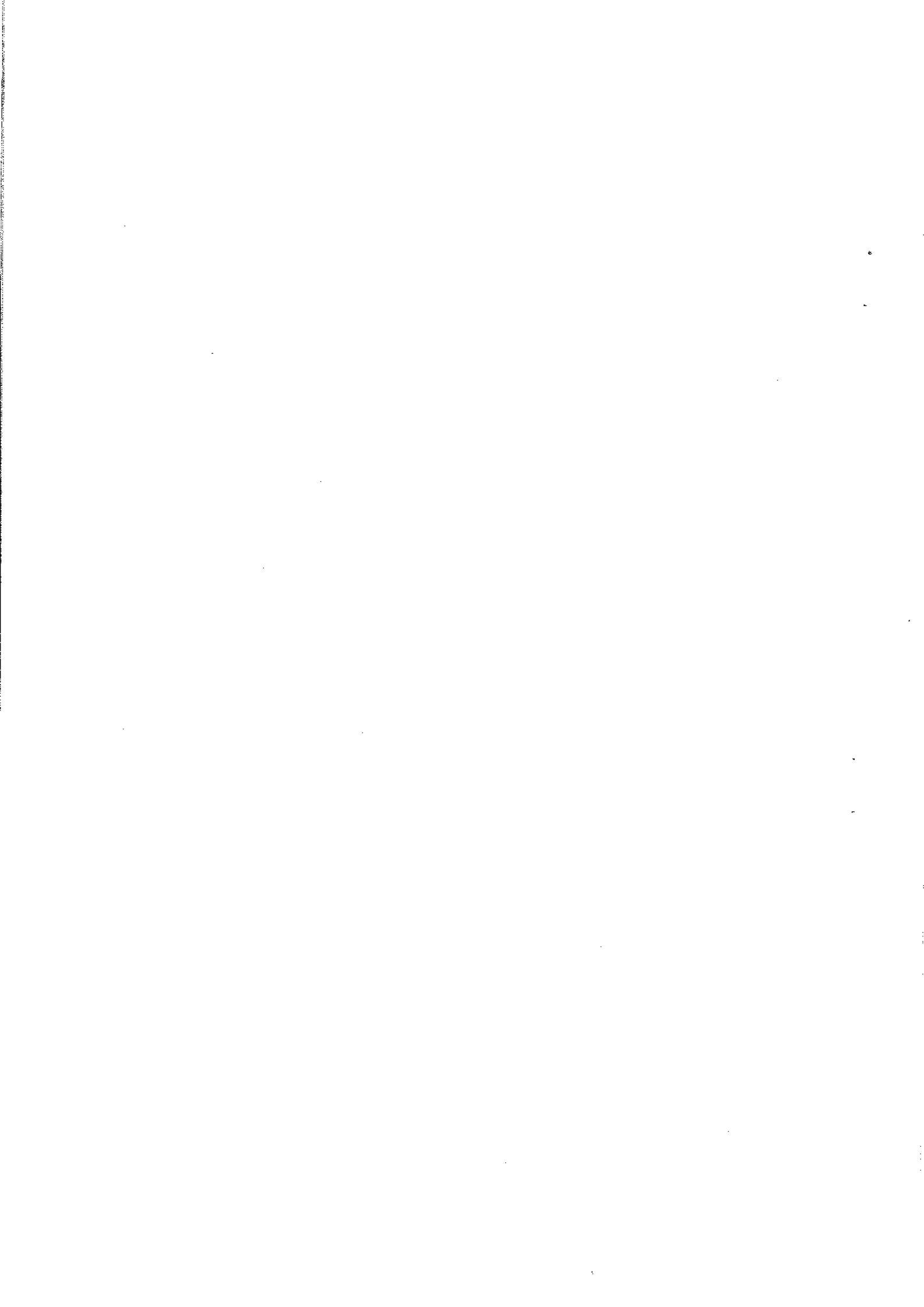


**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Pradeep Kumar Pugalia</b> Son of Mr Sumer Mal Pugalia Date of Execution - 09/04/2024, , Admitted by: Self, Date of Admission: 09/04/2024, Place of Admission of Execution: Office	<b>Photo</b>  Apr 9 2024 1:59PM	<b>Finger Print</b>  Captured LTI 09/04/2024	<b>Signature</b>  09/04/2024
6/1A Moira Street, City:- Kolkata, P.O:- Shakespeare Sarani, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: A1xxxxx8M, Aadhaar No: 48xxxxxxxx9633 Status : Representative, Representative of : Nirvana Devcon LLP (as Designated Partner)				
2	<b>Name</b> <b>Mr Nandu Kishinchand Belani</b> Son of Late Kishinchand P Belani Date of Execution - 09/04/2024, , Admitted by: Self, Date of Admission: 09/04/2024, Place of Admission of Execution: Office	<b>Photo</b>  Apr 9 2024 1:59PM	<b>Finger Print</b>  Captured LTI 09/04/2024	<b>Signature</b>  09/04/2024
5B Debndra Lal Khan Road, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxx8P, Aadhaar No: 58xxxxxxxx6541 Status : Representative, Representative of : Belani NPR Projects LLP (as Designated Partner)				
3	<b>Name</b> <b>Mr Rishi Todi (Presentant )</b> Son of Mr Pawan Kumar Todi Date of Execution - 09/04/2024, , Admitted by: Self, Date of Admission: 09/04/2024, Place of Admission of Execution: Office	<b>Photo</b>  Apr 9 2024 2:00PM	<b>Finger Print</b>  Captured LTI 09/04/2024	<b>Signature</b>  09/04/2024
2 Queens Park, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxx3N, Aadhaar No: 39xxxxxxxx1048 Status : Representative, Representative of : Belani NPR Projects LLP (as Designated Partner)				

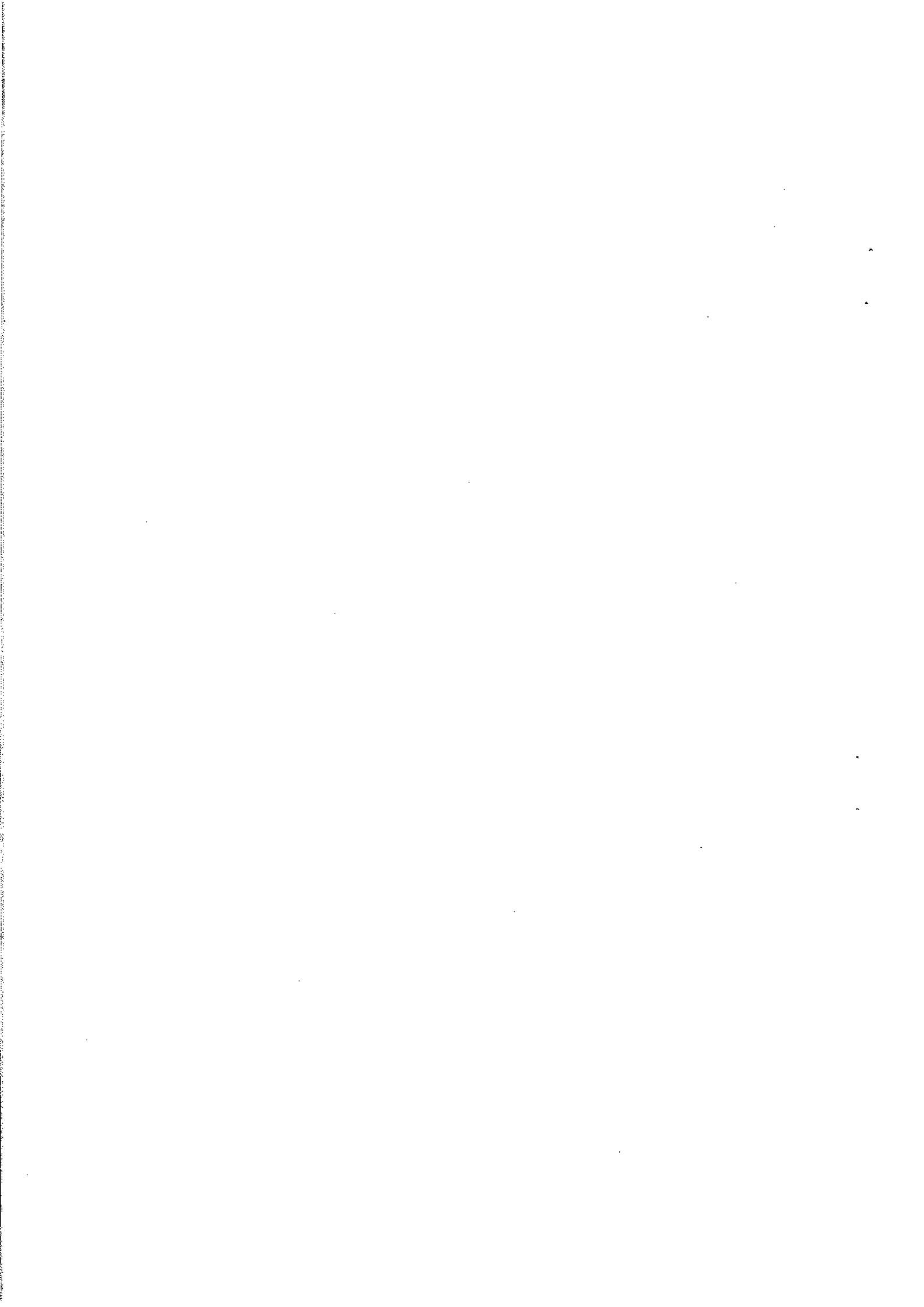
**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Shubham Jain</b> Son of Mr Sanjay Jain 56/2 Kings Road, City:- Howrah, P.O:- Kings Road, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101	 Captured	 Captured	



	09/04/2024	09/04/2024	09/04/2024
Identifier Of Mr Pradeep Kumar Pugalia, Mr Nandu Kishinchand Belani, Mr Rishi Todi			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Nirvana Devcon LLP	Belani NPR Projects LLP-396.825 Dec



**Endorsement For Deed Number : I - 190302601 / 2024**

**On 09-04-2024**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12:55 hrs on 09-04-2024, at the Office of the A.R.A. - III KOLKATA by Mr Rishi Todi .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 107,35,92,069/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 09-04-2024 by Mr Pradeep Kumar Pugalia, Designated Partner, Nirvana Devcon LLP (LLP), 8/1 Lalbazar Street, 1st Floor, Bikaner Building, Room No. 11, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr Shubham Jain, , Son of Mr Sanjay Jain, 56/2 Kings Road, P.O: Kings Road, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Service

Execution is admitted on 09-04-2024 by Mr Nandu Kishinchand Belani, Designated Partner, Belani NPR Projects LLP (LLP), 257/A, Deshpran Sasmal Road, City:- , P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Identified by Mr Shubham Jain, , Son of Mr Sanjay Jain, 56/2 Kings Road, P.O: Kings Road, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Service

Execution is admitted on 09-04-2024 by Mr Rishi Todi, Designated Partner, Belani NPR Projects LLP (LLP), 257/A, Deshpran Sasmal Road, City:- , P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Identified by Mr Shubham Jain, , Son of Mr Sanjay Jain, 56/2 Kings Road, P.O: Kings Road, Thana: Golabari, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,00,105.00/- ( B = Rs 2,00,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 2,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/01/2023 5:30PM with Govt. Ref. No: 192022230253841328 on 14-01-2023, Amount Rs: 2,00,021/-, Bank: SBI EPay ( SBIPay), Ref. No. 8745515973722 on 14-01-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

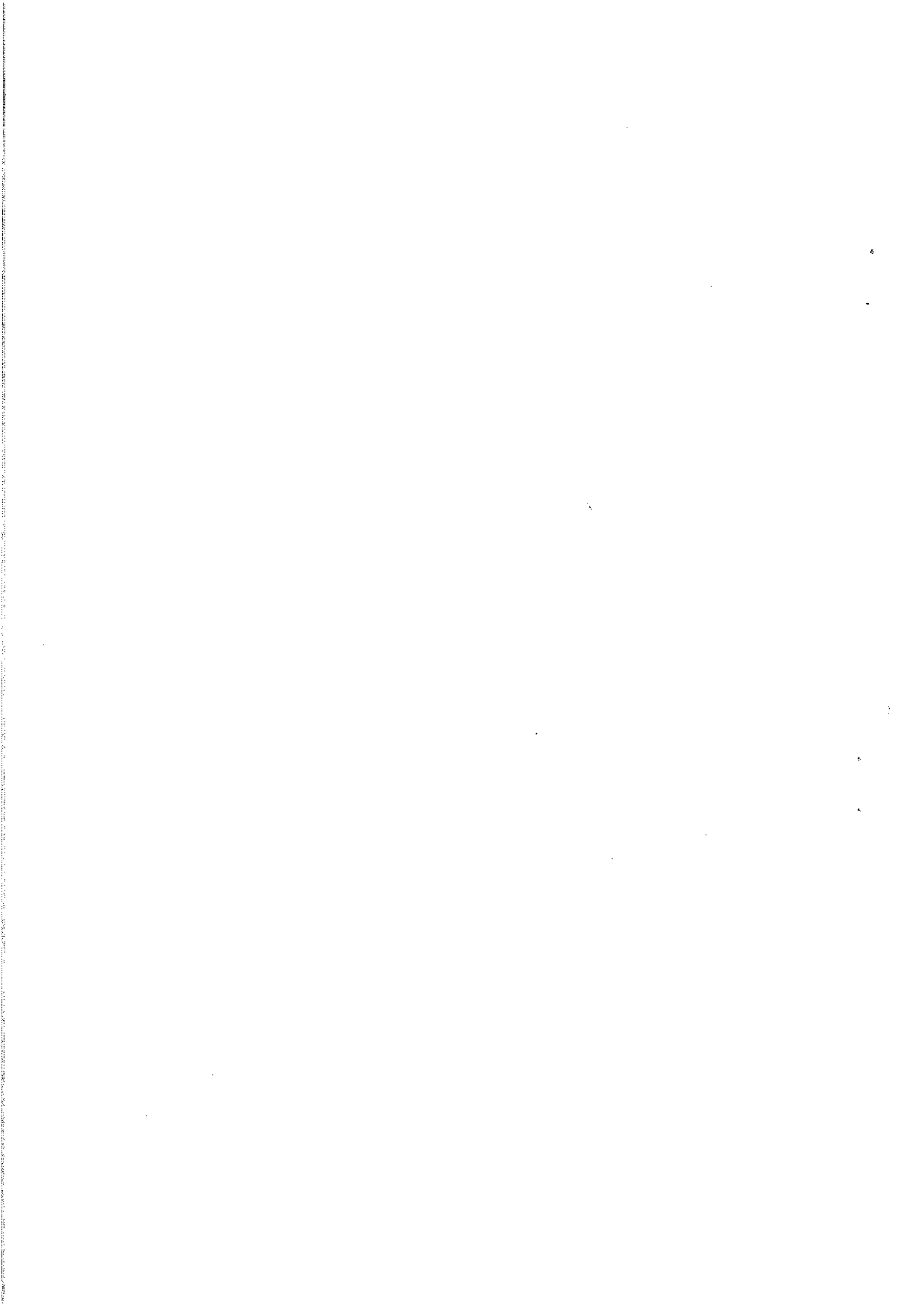
1. Stamp: Type: Impressed, Serial no 002607, Amount: Rs.100.00/-, Date of Purchase: 22/03/2024, Vendor name: JAYANTA DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 14/01/2023 5:30PM with Govt. Ref. No: 192022230253841328 on 14-01-2023, Amount Rs: 74,921/-, Bank: SBI EPay ( SBIPay), Ref. No. 8745515973722 on 14-01-2023, Head of Account 0030-02-103-003-02



**Samar Kumar Pramanick**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**



**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1903-2024, Page from 94215 to 94239**

**being No 190302601 for the year 2024.**



*Sa*

Digitally signed by SAMAR KUMAR PRAMANICK  
Date: 2024.04.15 11:43:31 +05:30  
Reason: Digital Signing of Deed.

**(Samar Kumar Pramanick) 15/04/2024**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - III KOLKATA**

**West Bengal.**



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