

("Modification Agreement") Between Rochita Construction Private Limited, a company incorporated under the Companies Act, 1956, having CIN U70101WB1994PTC066642, having its registered and corporate office at 43/3, Hazra Road, Kolkata – 700 019, Police Station & Post Office Ballygunge and having Income Tax PAN No. AADCS6692Q, duly represented by its director Mr.

26938 Sold to 2 2 STA, Pank Street. 2NW Value Last. Kal, 2000/6 1 0 JUL 2023 LEV. Moh Cohri Abhill Sarker Anti-Court, Ala



I de nili fied by me Amuva Simha D10. Mr. Birendra Kvishna Awasthi D10. Mr. Birendra Kishna Awasthi Residing at Piet no. 4 B, 1920, Residing at Piet no. 4 B, 1920, Pienie Ganden Road, P.O - Tiljala, P.S. - Kasha Kalkata - 700039

additional Confister of asurances III Kolhata 2 7 JUL 2023

Suresh Kumar Agarwal, son of Mr. R.L. Agarwal alias Ramjilal Agarwal alias Ramjee Lal Agarwal, residing at Ashwariya, Flat No. 4A, 4th floor, 22A, Buro Shibtalla Main Road, Kolkata - 700 038, Police Station Behala and Post Office Sahapur, having Income Tax PAN No. ACZPA5498H, Aadhar No. 575089089671 and Mobile No. +91-9331039259 (hereinafter referred to as the "Owner", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors or successors-in-interest and permitted assigns) of the One Part And Belani NPR Housing LLP, a limited liability partnership existing under the provisions of the Limited Liability Partnership Act, 2008, having identification No. AAD-0306, having its registered office 257/A, Deshpran Shasmal Road, Police Station Jadavpur, Post Office Tollygunge, Kolkata - 700 033, and having Income Tax PAN No. AAOFB7023Q, duly represented by its designated partner, Mr. Krishna Kumar Tekriwal, son of Mr. Ramesh Chandra Tekriwal, residing at Altius BL-West, 15th Floor, Flat No. W2, 67, Christopher Road, Kolkata - 700 046, Police Station Tangra and Post Office Gobinda Khatick Road, and having Income Tax PAN No. ABVPT7333F, Aadhaar No. 914734457775 and Mobile No. 9831093008(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 "Owner" and the "Developer" are hereinafter individually referred to such or as a "Party", and collectively as the "Parties".

Whereas:

- A. By and under a development agreement dated 15th December, 2021, registered with the Additional Registrar of Assurance-III, Kolkata, in Book No. I, Volume No. 1903-2022, Pages 69744 to 69828, Being No. 190315219 for the year 2021, as modified/amended from time to time ("Said Agreement"), the Parties hereto recorded their mutual understanding and agreement pertaining *inter alia* to the development of Premises No. 52D, Bondel Road, Kolkata 700 019, Police Station Karaya, Post Office Ballygunge, within Ward No. 76 of the Kolkata Municipal Corporation together with all structures thereon ("Scheduled Property"), and dealing with the Project to be constructed thereon.
- B. Subsequent to the execution of the Said Agreement, each of the Parties have done, executed and performed several acts, deeds and things which has necessitated modification and/or amendment of certain terms and conditions of the Said Agreement, and thus the Parties are desirous of recording of the same in writing as stipulated hereunder.

Now This Modification Agreement Witnesseth as follows:

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- 1. The Owner declares, represents, warrants and confirms as follows:-
 - 1.1 all issues, matters etc. pertaining to the Claimants as stipulated in the Said Agreement have been settled for all intents and purposes by the Owner of its own volition and at its own cost, expense, risk and liability, as evidenced by several documents executed and registered by the Owner, thereby rendering infructuous and nugatory the necessity of earmarking any Non Disposal Area as stipulated in the Said Agreement; and
 - 1.2 none of the Claimants have retained nor are any of the Claimants entitled to any right, title, interest etc. of any manner or nature or on any ground whatsoever or howsoever, to/in any part or portion of the Scheduled Property and/or the Project and/or the allocations identified for the Claimants in the Said Agreement and/or the Non Disposal Area; and
 - 1.3 none of the Claimants have any nature or manner of claim, demand, action etc. against the Owner and/or the Scheduled Property on any ground whatsoever or howsoever; and
 - 1.4 the Owner no longer has nor is bound by any specific commitments to any of the Claimants including in respect of area allocation from out of the Owner's Allocation; and
 - 1.5 the entirety of the Scheduled Property has been rendered free and vacant of and from all the Occupants.
- 2. The Developer, by relying on each of the aforestated declarations, representations, warranties etc. of and/or made by the Owner and acting solely on the faith and basis thereof, agrees that the obligations of the Owner as stipulated in Clauses 5.4.1 to 5.4.5 and Clause 5.5.1 of the Said Agreement stand duly complied with by the Owner.
- 3. In lieu of the Developer having facilitated the Owner in dealing with certain identified liabilities of the Owner in respect of the Scheduled Property, the Parties have mutually agreed to revise and/or amend and/or modify the respective entitlements of each of the Owner and the Developer in the Project, and accordingly it has been mutually agreed between the Parties that notwithstanding anything to the contrary recorded/stipulated in the Said Agreement:-

- 3.1. the "**Owner's Allocation**" shall mean and comprise of only 23.74% (twenty three point seventy four percent) of the total Saleable Area in the Project; and
- 3.2 the "Developer's Allocation" shall mean and comprise of: (a) 76.26% (seventy six point twenty six percent) of the total Saleable Area in the Project; and (b) the entire Signage Space.
- 4. It is clearly and unequivocally agreed and understood between the Parties that any reference to the terms "Owner's Allocation" and "Developer's Allocation" shall have the meaning respectively ascribed to each of such terms as stated hereinabove, in supersession of the meanings respectively ascribed to each of such terms in the Said Agreement.
- 5. Each of the Parties agree and accept that each of the capitalized terms used herein, save and except if any specifically defined herein, shall have the same meaning as respectively ascribed to each of such terms in the Said Agreement, and further the rules of interpretation as stipulated in the Said Agreement shall also apply *mutatis mutandis* to this Modification Agreement.
- 6. It is agreed and understood that the understanding recorded herein shall be deemed to stand incorporated in the Said Agreement, and the understanding recorded herein shall be read in conjunction with the Said Agreement, and shall form and/or an integral and inseparable part of the Said Agreement.
- 7. It is further agreed and understood that the Said Agreement shall be read and understood as modified and/or rectified and/or amended herein.
- 8. The provisions contained in Clause 16 [Governing Law and Dispute Resolution] and Clause 18 [Miscellaneous] of the Said Agreement shall apply to the understanding recorded herein in the same manner as if the same had been incorporated herein, and shall be valid and binding on each of the Parties.
- 9. This Modification Agreement shall be deemed to be/treated as a Transaction Document in terms of the Said Agreement.
- 10. Save to the extent modified by this Modification Agreement, all other terms and conditions and rights and obligations as stipulated in the Said Agreement shall remain unchanged and/or shall be and remain in full force and effect and/or shall subsist, each of which shall be and shall

continue to remain binding on each of the Parties hereto in the manner stipulated in the Said Agreement.

In Witness Whereof each of the Parties hereto have hereunto respectively set and subscribed their respective hands and seals on the day month and year first above written.

Executed and **Delivered** by the **Owner** at Kolkata in the presence of:

1) Nacol Chandra Row. 43/3, Hazza Road Reikata - 700019.

ROCHITA CONSTRUCTION PVT. LTD.

buch In · Agricel_ Director

Executed and **Delivered** by the **Developer** at Kolkata in the presence of:

2) Paulaj Agarwal 53/12/2, non Belani Bose Rand, Nowsah -7/1101 Knisten Kun Tim

Drafted by-

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Radhika Ing

Ms. Radhika Singh Advocate, High Court, Calcutta. Regn. No. WB/1249/1999

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CIN: U70101WB1994PTC066642

EXTRACT OF THE MINUTES OF THE PROCEEDINGS OF THE MEETING OF THE BOARD OF DIRECTORS OF ROCHITA CONSTRUCTION PRIVATE LIMITED HELD AT ITS REGISTERED OFFICE AT 43/3, HAZRA ROAD, KOLKATA - 700019, ON 20TH DAY OF JULY 2023 AT 3:00 P.M.

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to authorise Mr. Suresh Kumar Agarwal, Director of the Company to represent, sign and execute Modification Agreement with Belani NPR Housing LLP in respect of Premises No.52D, Bondel Road, Kolkata - 700019."

"RESOLVED FURTHER THAT any one of the Director of the Company be and is hereby authorised to issue the certified true copy of the aforesaid Resolution as and when required."

CERTIFIED TO BE TRUE COPY

ROCHITA CONSTRUCTION PVT. LTD. Director

Sd/_____ CHAIRMAN

Regd. Office - 43/3 Hazra Road.Kolkata - 700 019, PH. : 4050 4444, Email - roc@jjestates.in

BELANI NPR HOUSING LLP

Regd. Office: 257/A, DeshpranSasmal Road, Kolkata 700033 E-mail: roc@belanis.com LLPIN: AAD-0306

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF BELANI NPR HOUSING LLP HELD ON WEDNESDAY, 26TH DAY OF JULY, 2023, AT 11.00 A.M., AT THE REGISTERED OFFICE OF THE LLP AT 257/A, DESHPRAN SASMAL ROAD, KOLKATA 700033.

AUTHORISATION TO SIGN THE REVISED MODIFICATION AGREEMENT WITH M/S ROCHITA CONSTRUCTION PRIVATE LIMITED.

"RESOLVED THAT consent be and is hereby accorded to enter into a Revised Modification Agreement with M/s Rochita Construction Private Limited (CIN: U70101WB1994PTC066642) having its Registered Office at 43/3, Hazra Road, Kolkata 700 019 – in furtherance to the Development Agreement dated 15th December, 2021, pertaining inter- alia to the development of Premises No. 52D, Bondel Road, Kolkata - 700 019.

RESOLVED FURTHER THAT the Revised Modification Agreement which has been duly circulated amongst the Partners, be and is hereby approved.

RESOLVED FURTHER THAT Mr. Krishna Kumar Tekriwal (DPIN: 00273489), Designated Partner, be and is hereby authorised to sign the Revised Modification Agreement on behalf of the LLP and further to sign all other documents, deeds, papers, etc. in relation to the Registration of the said Revised Modification Agreement and further to do all acts, deeds and things incidental thereto for giving effect to the above resolution.

RESOLVED FURTHER THAT any of the Designated Partners be and is hereby severally authorised to issue the certified true copy of the aforesaid resolution as and when required."

CERTIFIED TO BE TRUE COPY GLLP BEL Designated Partner

DPIN - 00590337



GRIPS Payment Detail

Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



220720232013829755

N WORDS: SEVE DISCLAIMER: This is	NTY FIVE THOUSAND	Total FORTY ONE ONLY. ceipt, please refer the respe	75041	
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1 19202324013	8297561 Director	ata of Pasisteria a a		
SI. No. GRN	I	Department	Amount (₹)	
Payment(GRN) Details				
Depositor's Name: Mobile:	BELANI NPR HOU 9038636821	JSING LLP		
Depositor Details				
Payment Status:	Successful	BRN Date: Payment Init. From:	22/07/2023 12:56:35 GRIPS Portal	
BRN:	ICICI Bank 2003494526	Payment Mode:	Online Payment	
Total Amount: Bank/Gateway:	75041	No of GRN:	1	
GRIPS Payment ID:	220720232013829755	Payment Init. Date:	22/07/2023 12:55:51	

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



GRN Details

GRN Date:2BRN :2GRIPS Payment ID:2Payment Status:S	92023240138297561 2/07/2023 12:55:51 003494526 20720232013829755 uccessful	Payment Mode: Bank/Gateway: BRN Date: Payment Init. Date: Payment Ref. No:	Online Payment ICICI Bank 22/07/2023 12:56:35 22/07/2023 12:55:51 2001755893/1/2023 [Query No/*/Query Year]
Depositor Details			
Depositor's Name:	BELANI NPR HOUS	SING LLP	
Address:	257/A, DESHPRAN	SHASMAL ROAD PO. 1	OLLYGUNGE P.S- IAS, West Bengal, 700033
Mobile:	9038636821	of boom 244 MitoAi	AS, west Bengal, 700033
EMail:	ACCOUNTS@GNB	MOTORS.COM	
Contact No:	9038636821		
Depositor Status:	Others		
Query No:	2001755893		
Applicant's Name:	Mr CHANDAN GUP	TA	
Identification No:	2001755893/1/2023		
Remarks:	Sale, Development As	greement or Construction a	greement
Period From (dd/mm/yyyy):	22/07/2023	e e e e e e e e e e e e e e e e e e e	Broomon
Period To (dd/mm/yyyy):	22/07/2023	and the second se	

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001755893/1/2023	Property Registration- Stamp duty	0020 02 102 002 02	
2	2001755893/1/2023	Property Registration-Registration Fees	0030-02-103-003-02 0030-03-104-001-16	75020 21

Total

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

GRIPS Payment ID- 220720232013829755 :: eChallan generated at: 22/07/2023 12:57:31

05/08/2023 Query No:-19032001755893 / 2023 Deed No :I - 190304964 / 2023, Document is digitally signed.

75041

Major Information of the Deed

Deed No : I-1903-04964/2023		Date of Registration 27/07/2023		
Query No / Year 1903-2001755893/2023		Office where deed is registered		
Query Date	11/07/2023 5:30:54 PM	A.R.A III KOLKATA, Dis	strict: Kolkata	
Applicant Name, Address & Other Details	CHANDAN GUPTA 6, OLD POST OFFICE STREET,Thana PIN - 700001, Mobile No. : 983667095		olkata, WEST BENGAL,	
Transaction		Additional Transaction		
[0110] Sale, Development A agreement	greement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value		Market Value		
		Rs. 43,34,09,055/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,120/- (Article:48(g))		Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from area)	the applicant for issuing t	he assement slip.(Urban	

Land Details :

District: South 24-Parganas, P.S:- Karaya, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bondel Road, Road Zone : (Ashutosh Ch Avenue -- Bamun Para Lane) , , Premises No: 52D, , Ward No: 065 Pin Code : 700019

Sch	Plot	Khatian	Land	Use	Area of Land	SetForth	Market	Other Details
No	Number	Number	Proposed	ROR		Value (In Rs.)	Value (In Rs.)	
L1	(RS :-)		Bastu		3 Bigha 10 Katha 36 Sq Ft		41,99,30,149/-	Property is on Road
	Grand	Total :			115.5825Dec	0 /-	4199,30,149 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details		
S1	On Land L1	9000 Sq Ft.	0/-	1,34,78,906/-	Structure Type: Structure		
	Gr. Floor, Area of floor : 9000 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete						

Tatal	0000 an ft	0/	134 78 906 /-	
Total :	9000 sq ft	0 /-	134,78,9067-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature	
	ROCHITA CONSTRUCTION PRIVATE LIMITED 43/3, Hazra Road, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 2 PIN:- 700019 , PAN No.:: AAxxxxx2Q,Aadhaar No Not Provided by UIDAI, Sta Representative, Executed by: Representative	

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BELANI NPR HOUSING LLP 257/A, Deshpran Shasmal Road, City:-, P.O:- Tollygunge, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, PAN No.:: aaxxxxx3q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
	Mr SURESH KUMAR AGARWAL Son of Mr R L Agarwal Date of Execution - 27/07/2023, , Admitted by: Self, Date of Admission: 27/07/2023, Place of Admission of Execution: Office	A series		L-12 was mpr		
		Jul 27 2023 4:18PM	LTI 27/07/2023	27/07/2023		
	22A, Buro Shibtalla Main Road, Flat No: 4A, City:-, P.O:- Sahapur, P.S:-Behala, District:-South 24 Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Service, C of: India, , PAN No.:: acxxxxx8h, Aadhaar No: 57xxxxxx9671 Status : Representative, Representative of : ROCHITA CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)					
	-					
2	Name	Photo	Finger Print	Signature		
2	Name Mr KRISHNA KUMAR TEKRIWAL (Presentant) Son of Mr Ramesh Chandra Tekriwal Date of Execution - 27/07/2023, , Admitted by: Self, Date of Admission: 27/07/2023, Place of Admission of Execution: Office	Photo		, , , , , , , , , , , , , , , , , , ,		
2	Mr KRISHNA KUMAR TEKRIWAL (Presentant) Son of Mr Ramesh Chandra Tekriwal Date of Execution - 27/07/2023, , Admitted by: Self, Date of Admission: 27/07/2023, Place of	Photo Image: provide the second se		Signature		

Identifier Details :

Name	Photo	Finger Print	Signature
Ms ANUVA SINHA Daughter of Birendra Krishna Awasthi 192C, Picnic Garden Road, City:- , P.O:- Tiljala, P.S:-Kasba, District:-South 24- Parganas, West Bengal, India, PIN:- 700039			Anne Sinte
	27/07/2023	27/07/2023	27/07/2023

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	ROCHITA CONSTRUCTION PRIVATE LIMITED	BELANI NPR HOUSING LLP-115.582 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	ROCHITA CONSTRUCTION PRIVATE LIMITED	BELANI NPR HOUSING LLP-9000.00000000 Sq Ft

On 27-07-2023

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 16:00 hrs on 27-07-2023, at the Office of the A.R.A. - III KOLKATA by Mr KRISHNA KUMAR TEKRIWAL ,.

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 43,34,09,055/-

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

Execution is admitted on 27-07-2023 by Mr SURESH KUMAR AGARWAL, DIRECTOR, ROCHITA CONSTRUCTION PRIVATE LIMITED, 43/3, Hazra Road, City:-, P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Ms ANUVA SINHA, , , Daughter of Birendra Krishna Awasthi, 192C, Picnic Garden Road, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

Execution is admitted on 27-07-2023 by Mr KRISHNA KUMAR TEKRIWAL,

Indetified by Ms ANUVA SINHA, , , Daughter of Birendra Krishna Awasthi, 192C, Picnic Garden Road, P.O: Tiljala, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/-, I = Rs 55.00/-, M(a) = Rs 21.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2023 12:56PM with Govt. Ref. No: 192023240138297561 on 22-07-2023, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2003494526 on 22-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 26938, Amount: Rs.100.00/-, Date of Purchase: 10/07/2023, Vendor name: ABHIJIT SARKAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2023 12:56PM with Govt. Ref. No: 192023240138297561 on 22-07-2023, Amount Rs: 75,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2003494526 on 22-07-2023, Head of Account 0030-02-103-003-02

& a

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 1903-2023, Page from 185468 to 185483 being No 190304964 for the year 2023.



(Samar Kumar Pramanick) 2023/08/05 12:53:46 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - III KOLKATA West Bengal.

(This document is digitally signed.)