Pashupati Shah Notary

(Appointed by Govt. of India)

Serial No. Pated ... Dated ... O. J. O. J.



Residence/Chamber Punjabi Para, Behind Pranami Mandir, Siliguri .734001 Mobile: 98326-29587.

96410-71507

NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on Its being executed, admitted and identified by the respective signatories and as also by Sri/Smt H TTESH SARSODIA Advocate, as to the matters contained therein. Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the:

AN ORIGINAL

SUPPLE MENTARY ALREEMENT

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subcribe my hand and affix my seal of office at Siliguri on this the ... O 7714 day of

FERRUARY in the year 20 24

Pashupati Shah Notary

The executentls is/are identified by me:

Advocate



प्रियम्भ सम्बंगाल WEST BENGAL

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THAT EURARINA INFRA CON LLP
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SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENT TO DEVELOPMENT AGREEMENT

IS MADE ON THIS THE OFF DAY OFFERRUARY, 2024.

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BETWEEN

1. SMT. KAMALA DEVI AGARWALA, wife of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O., P.S. and District - Darjeeling, PIN - 734101, in the State of West Bengal, 2/SRI SANJAY AGARWAL, son of Late Bhawani Prasad Agarwala, Indian Nationality, Hindu by Faith, Business by occupation, residing at 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O., P.S. and District - Darjeeling, PIN - 734101, in the State of West Bengal, 3. SMT. LAXMI DEVI TANTIA, wife of Arun Kumar Tantia and daughter of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at 4, Sarat Chatterjee Avenue, Sarat Bose Road, Kolkata, P.O. - Sarat Bose Road, P.S. - Shakespeare Sarani, District - Kolkata, PIN - 700029, in the State of West Bengal, 4. SMT. ASHA MAHESH MOR, wife of Mahesh Mor and daughter of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at Kshitij, Bunglow No.3, Omkar Gaurav Complex, Hazari Pahad, Seminary Hills, Nagpur, P.O. - Seminary Hills, P.S. - Gittikhudan, District - Nagpur, PIN - 440006, in the State of Maharashtra SMT. UMA BAJORIA, wife of Sharad Bajoria and daughter of Late Bhawani Prasad Agarwala, Indian by Nationality, Hindu by Faith, House-wife by occupation, residing at 24/5, Alipore Road, Alipore H.O., Alipore, Kolkata, P.O. and P.S. - Alipore, District - South 24 Parganas, PIN - 700027, in the State of West Bengal, hereinafter called the " FIRST PARTIES" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assignees) of the "ONE PART".

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SHREE DWARIKA INFRACON LLP, a Limited Liability Partnership concern, registered with Ministry of Corporate Affairs vide LLPIN AAR-4314. dated 26-12-2019, having its registered office at C/o Shree Dwarika Enclave LLP, opposite HDFC Bank, S.F. Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal. represented by its Partner - SRI PRATEEK AGARWAL, son of Sri Deepak Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the " SECOND PARTY " (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors-in-office, representatives, administrators and assignees) of the "OTHER PART".

I. WHEREAS BHAWANI PRASAD AGARWALA, son of Late Ramnath Agarwala had entered into a Development Agreement executed on 22-12-2020, being Document No.2163 for the year 2020, entered in Book - I, Volume No.0402-2020, Pages 97267 to 97307, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri with SHREE DWARIKA INFRACON LLP (the Second Party of these presents) for developing a residential / commercial building on all that piece or parcel of land measuring 0.5374 Acres, more particularly described in the Schedule-A given hereinbelow.

II. AND WHEREAS as per clause 2.1 of the aforesaid Development Agreement, being Document No.2163 for the year 2020, the total constructed area in each floor of the said residential / commercial building shall be allocated between abovenamed BHAWANI PRASAD AGARWALA and SHREE DWARIKA INFRACON LLP (the Second Party of these presents) in the ratio of 50:50.

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- III. A) AND WHEREAS abovenamed BHAWANI PRASAD AGARWALA had appointed SRI PRATEEK AGARWAL, son of Sri Deepak Kumar Agarwal and Partner of SHREE DWARIKA INFRACON LLP, as his true and lawful attorney to act on his behalf, particularly with respect to carry out the terms of the abovementioned Development Agreement and to transfer the Developer's Allocation, by virtue of General Power of Attorney (after registered Development Agreement), executed on 23-12-2020, being Document No.2181 for the year 2020, entered in Book-I, Volume No.0402-2020, Pages 99054 to 99076, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.
- B) AND WHEREAS abovenamed BHAWANI PRASAD AGARWALA had appointed his son SRI SANJAY AGARWAL, as his true and lawful attorney to act on his behalf, particularly with respect to his aforesaid allocation (i.e. the Landlord's Allocation) in the said building to be constructed on the Scheduled land, by virtue of Power of Attorney, executed on 23-12-2020, being Document No.2182 for the year 2020, entered in Book-I, Volume No.0402-2020, Pages 99077 to 99096, registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri.
- IV. AND WHEREAS abovenamed BHAWANI PRASAD AGARWALA died intestate leaving behind the First Parties of these presents (i.e. wife SMT. KAMALA DEVI AGARWALA, son SRI SANJAY AGARWAL and daughters SMT. LAXMI DEVI TANTIA, SMT. ASHA MAHESH MOR and SMT. UMA BAJORIA) as his only legal heirs to inherit the Landlord's Allocation.

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V. AND WHEREAS it has been deemed fit and proper by the First Parties and the Second Party of these presents to specifically allot the units, parking spaces and roof right of the Landlord's Allocation and the Developer's Allocation in terms of the aforesaid Development Agreement and to further clarify the rights and obligations of the parties hereto under certain clauses of the aforesaid Development Agreement.

VI. NOW THEREFORE in order to avoid future disputes and differences between the parties, it has been thought fit and proper to put into writing this Supplement to the aforesaid Development Agreement being Document No.2163 for the year 2020.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. That the Parties hereto have decided to specifically allot the units, parking spaces and roof right of the said building by virtue of these presents in the manner as stated hereinunder.
- A) That the Landlord's Allocation of the First Parties is more particularly described in Schedule-B given hereinbelow.
- B) That the Developer's Allocation of the Second Party is more particularly described in Schedule-C given hereinbelow.
- 2. That except to the extent expressly stated hereinabove, the aforesaid Development Agreement being Document No.2163 for the year 2020 shall remain in full force and effect without impairment or modification.
- 3. That this Supplementary Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, assignees and successors in interest.

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4. That each of the Parties shall execute other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Supplementary Agreement.

SCHEDULE-A

All that piece or parcel of land measuring 0.5374 Acres, situated within Mouza - Siliguri, J.L. No.110 (88), Pargana - Baikunthapur, P.O. - Siliguri Bazar, P.S., Sub-Div. and A.D.S.R.O. - Siliguri, Ward No.V of Siliguri Municipal Corporation, in the District of Darjeeling.

R.S. PLOT NO.	R.S. KHATIAN NO.	AREA OF LAND
2143	180/1	0.1343 Acres
2160	1140/1	0.066 Acres
2161	1141	0.3371 Acres
	TOTAL:	0.5374 Acres

The said land is bounded and butted as follows:-

North

: Land of R.S. Plot Nos. 2160 & 2143;

South

: Common Road:

East

: 100 Feet wide Burdwan Road;

West

: Land of R.S. Plot No. 2160 & drain.

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I. UNITS



SHREE DWARIKA INFRA CON LLP TROLLEL ASAMA

LANDLORD'S ALLOCATION

UNIT NO.	FLOOR	CARPET AREA	SUPER BUILT UP
		(Sq. Ft.)	AREA (Sq. Ft.)
B2 - A	BASEMENT - 2	994	1421
B2 - B	BASEMENT - 2	651	939
B2 - C	BASEMENT - 2	651	939
B2 - D	BASEMENT - 2	870	1232
EG - A	ELEVATED GROUND	994	1421
EG - B	ELEVATED GROUND	651	939
EG - C	ELEVATED GROUND	651	939
EG -D	ELEVATED GROUND	870	1232
1A	1 ST FLOOR	1121	1599
1B	1 ST FLOOR	735	1056
1C	1 ST FLOOR	735	1056
1D	1 ST FLOOR	981	1388
2A	2 ND FLOOR	1121	1599
2B	2 ND FLOOR	735	1056
2C	2 ND FLOOR	735	1056
2D	2ND FLOOR	981	1388

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UNIT NÒ.	FLOOR	CARPET AREA (Sq. Ft.)	SUPER BUILT UP AREA (Sq. Ft.)
3A	3 RD FLOOR	1121	1599
3B	3 RD FLOOR	735	1056
3C	3 RD FLOOR	735	1056
3D	3 RD FLOOR	981	1388
4A	4 TH FLOOR	1121	1599
4B	4 TH FLOOR	735	1056
4C	4 TH FLOOR	735	1056

II. PARKING SPACES

All that 15 (fifteen) number of Parking Spaces on Basement - 1 Floor of the Building being Parking Nos. 1-7, 15-19 and 27-29.

III. ROOF RIGHT

All that 50 % (Fifty Percent) share in the total roof area of the building.

The abovementioned Units, Parking Spaces and the Roof Right Area have been sketched in the site plan attached herewith.

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I. UNITS



Partner SHREE DWARIKA INFRA CON LLP

DEVELOPER'S ALLOCATION

UNIT NO.	FLOOR	CARPET AREA	SUPER BUILT UP
		(Sq. Ft.)	AREA (Sq. Ft.)
B2 - E	BASEMENT - 2	874	1238
B2 - F	BASEMENT - 2	629	918
B2 - G	BASEMENT - 2	614	891
B2 - H	BASEMENT - 2	746	1072
B2 - I	BASEMENT - 2	313	492
EG - E	ELEVATED GROUND	901	1284
EG - F	ELEVATED GROUND	1098	1575
EG - G	ELEVATED GROUND	831	1198
EG - H	ELEVATED GROUND	313	492
1E	1 ST FLOOR	971	1393
1F	1 ST FLOOR	812	1179
1G	1 ST FLOOR	942	1355
1H	1 ST FLOOR	313	492
2E	2 ND FLOOR	897	1269
2F	2 ND FLOOR	589	852
2G	2 ND FLOOR	617	891

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U	NIT NO.	FLOOR	CARPET AREA	SUPER BUILT UP
			(Sq. Ft.)	AREA (Sq. Ft.)
	2H	2 ND FLOOR	942	1355
	2I	2 ND FLOOR	313	492
	3E	3 RD FLOOR	897	1269
	3F	3 RD FLOOR	589	852
	3G	3 RD FLOOR	617	891
	3H	3 RD FLOOR	942	1355
	3I	3 RD FLOOR	313	492
	4D	4 TH FLOOR	981	1388
	4E	4 TH FLOOR	897	1269
	4F	4 TH FLOOR	589	852
	4G	4 TH FLOOR	617	891
	4H	4 TH FLOOR	942	1355
	4I	4 TH FLOOR	313	492
			A CONTRACTOR OF THE CONTRACTOR	

II. PARKING SPACES

All that 15 (fifteen) number of Parking Spaces on Basement - 1 Floor of the Building being Parking Nos. 8-14, 20-26 and 30.

III. ROOF RIGHT

All that 50 % (Fifty Percent) share in the total roof area of the building.

The abovementioned Units, Parking Spaces and the Roof Right Area have been sketched in the site plan attached herewith.

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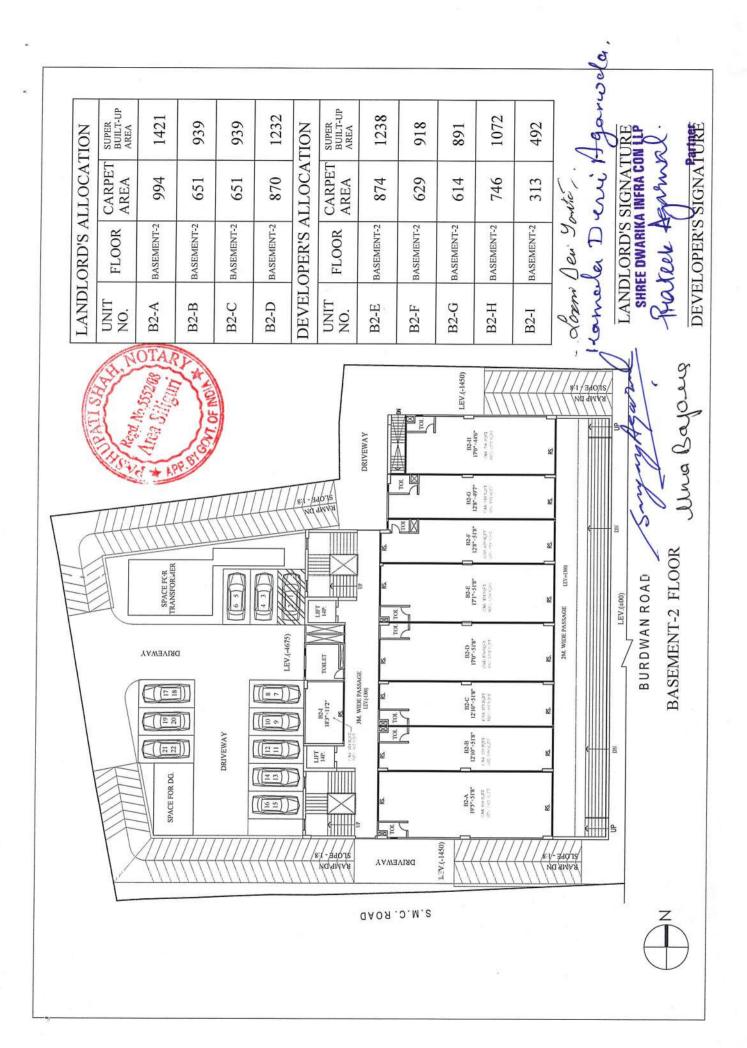


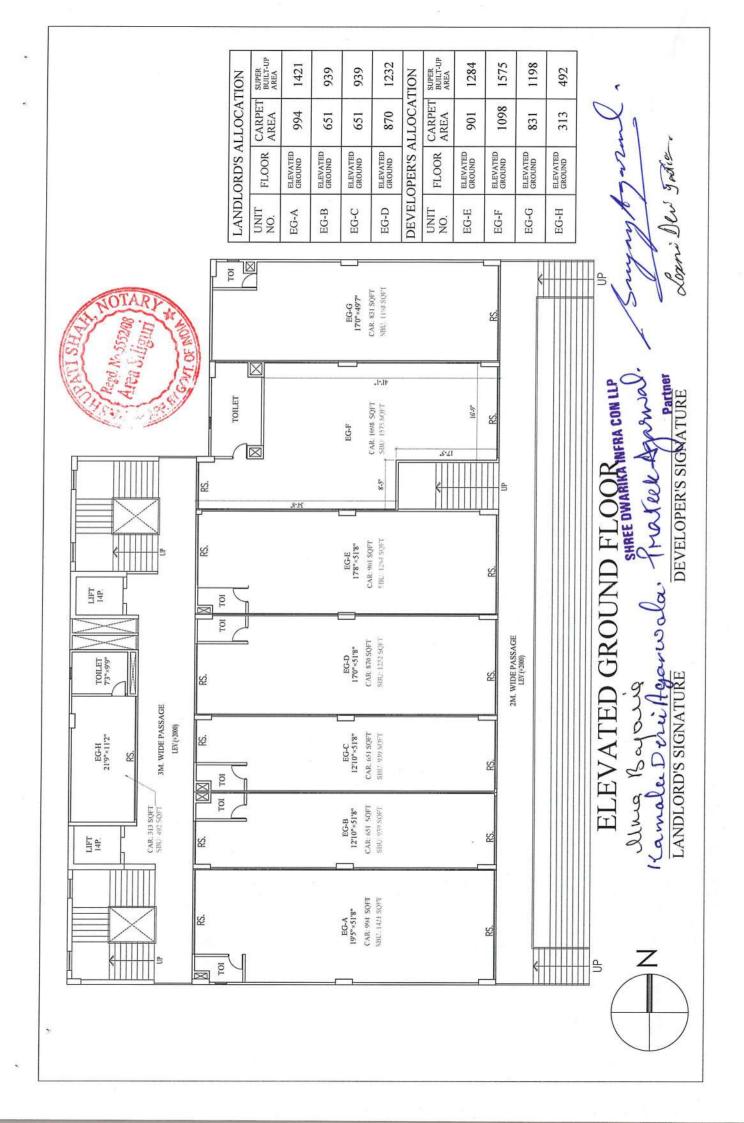
IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS INDENTURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

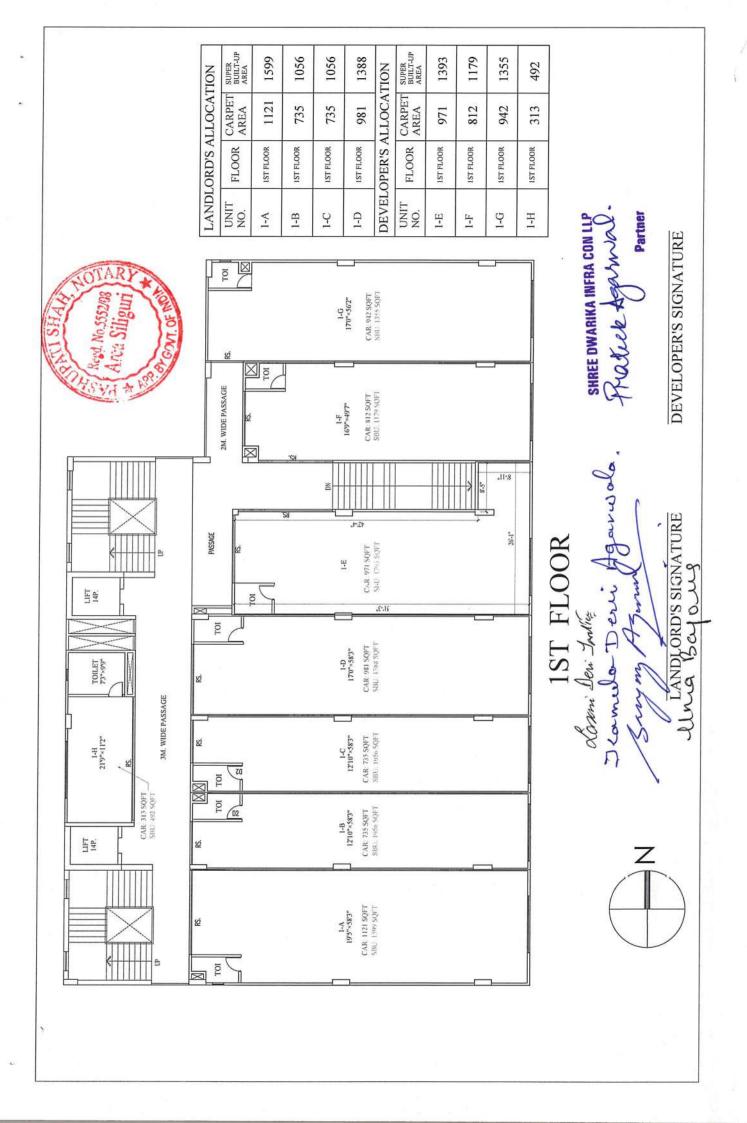
THE DAY, MONTH AND	YEAR FIRST ABOVE WRITTEN.
WITNESSES:	
1.	1) Kamala Deri Agarwala.
Gautam Aganoal	2) Comment Agent
SIO LT Ramdhai Agawal Seth S wild Market	2) Sanyay Agame
Seth Smilal Market	3) Lami Den Santai
P.O. & P.S. Siliguri	11 M
Dist! - Darjeeling	4) ASHAMOR Asha Mor
	5) Il ma Bajoria.
	(FIRST PARTIES)
a Ol II Mill	
2. Shubhan Mittal.	SHREE DWARKA INFRA CON LLP
To Manoj Er Mittal.	Rateck Agamal. Partner
Pranami Mandie Road	Partner
P.O.L.P.S - Silizuri.	(SECOND PARTY)
Dist: - Darjeeling.	DECLARION (SECOND TARTY)
TE PROPERTY.	CENTIFICATION SHAM
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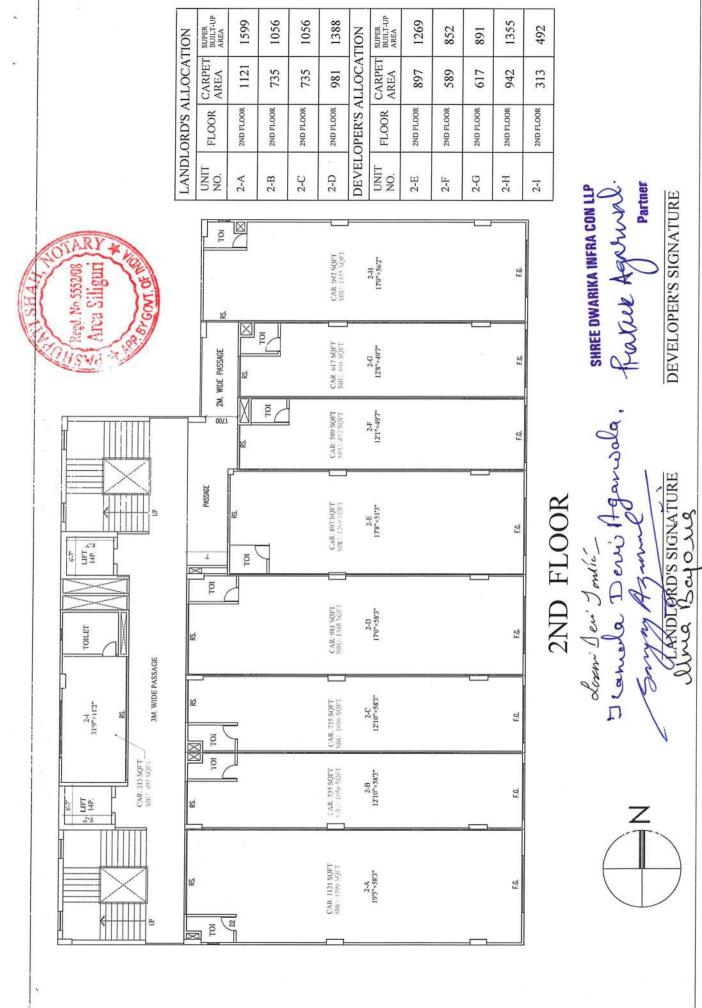
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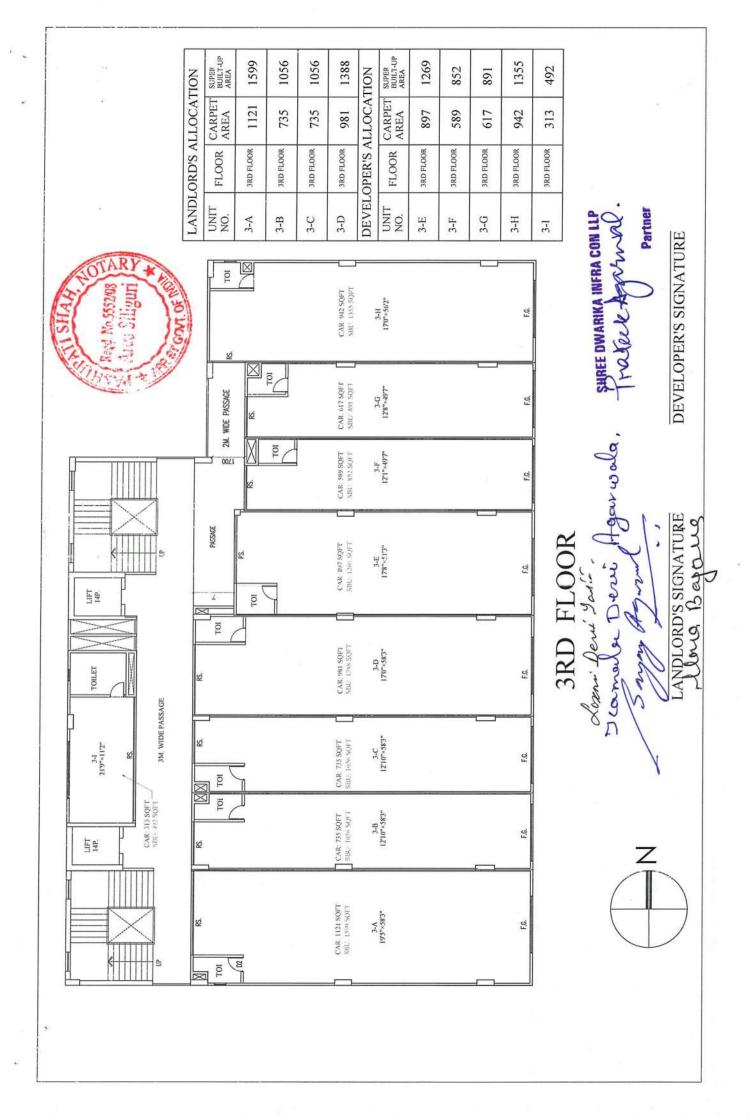


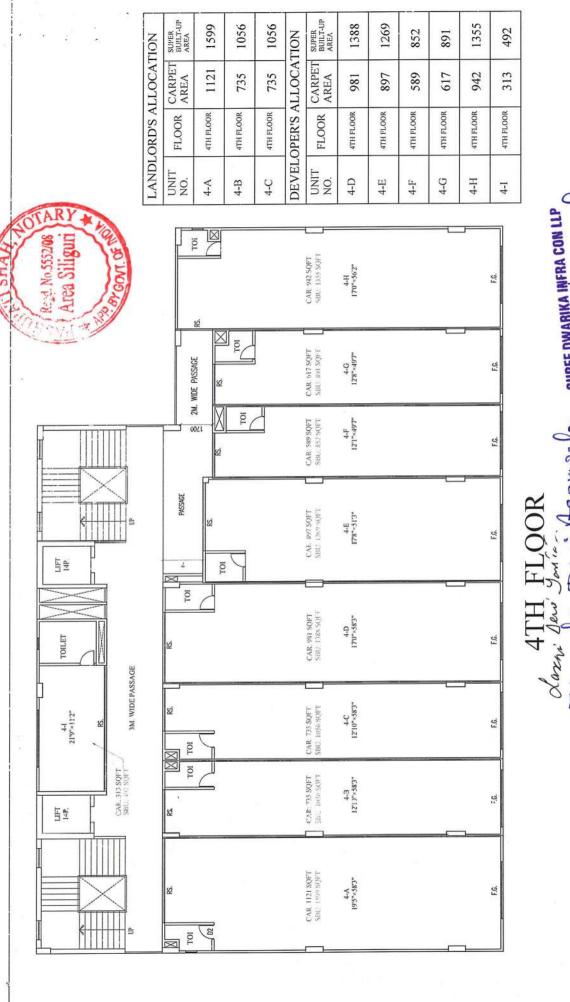


SHREE DWARIKA INFRA CON LLP

Frature Agranual. Partner DEVELOPER'S SIGNATURE







SHREE DWARIKA INFRA CON LLP PLOLECLE ASPANNOL

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Partner

DEVELOPER'S SIGNATURE

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