

SL. NO. ....1.....2019



# Notarial Certificate

TO ALL TO WHOM these presents shall come, I TAPAN DAS duly appointed by the Central Government as a Notary and practising within the city of **Kolkata & 24 Parganas, Union of India** do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writing, 'A' are presented before me by the executant/s.

*west Bengal Housing Board at 105, Surendra Nath Banerjee road, Kolkata - 700014. and as stated*

TAPAN DAS  
Notary Govt. of India  
Regd. No. -483/94  
3, Bankshall Street  
Kolkata-700001

hereinafter referred as the "executant/s" on the 21<sup>st</sup> day of *February* in the year Two Thousand *nineteen*

The "executant/s" having admitted the execution of the paper writing 'A' and being satisfied as to the identity of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereinto subscribed my name and affixed my seal of office this

*21<sup>st</sup> day of February 2019*



*21.2.19*

**TAPAN DAS**  
Notary  
Govt. of India  
Kolkata & 24 Parganas  
2 & 3 Bankshall Street  
Kolkata - 700 001





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



Y 899897

### AGREEMENT FOR FURTHER EXTENSION OF TIME

THIS AGREEMENT for Further Extension of Time made on this  
day of February....., 2019

BETWEEN

**WEST BENGAL HOUSING BOARD**, a statutory authority formed under the West Bengal Housing Board Act, 1972 having it's registered office at 105, Surendra Nath Banerjee Road, Kolkata - 700 014, hereinafter called the "**THE BOARD**" (which expression shall unless excluded by or repugnant to the subject or context mean and include it's successors-in-interest and/or assigns) of the **ONE PART**.

AND

For Bengal Fearless Housing Development Co. Ltd.

*Ketan Sengupta*

Ketan Sengupta  
Chief Executive Offr.

21 FEB 2019



11274

Bengal Peerless Housing Development Co. Ltd.  
6/1A, Malra Street  
Mangal Deep, Ground Floor  
Kolkata - 700 017

31 JAN 2018  
GURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court

31 JAN 2018

31 JAN 2018

BENGAL

UT0101

6/1



Development Co. Ltd.



ANNEXURE-A

**BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED** having CIN U70101WB1994 PLC063280, a Joint Sector Company, having its Registered Office at 6/1A, Moira Street, "Mangal Deep", Ground Floor, Kolkata - 700 017, hereinafter called the "**THE COMPANY**" (which terms and or expression shall unless excluded by or repugnant to the subject or context mean and include it's successors-in-interest and/or assigns) of the **OTHER PART**.

**WEST BENGAL HOUSING BOARD** and **BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED** together are termed as '**the Parties**'.

**WHEREAS** a Development Agreement dated 08.07.2009 has been executed by and between **THE BOARD** and **THE COMPANY** for the purpose of construction of Housing Project at 401, Barakhola, Mukundapur, Kolkata 700099, West Bengal in the land more fully described in the **Schedule-A** of the above stated Development Agreement, in terms of a Memorandum of Understanding dated 13<sup>th</sup> September, 1993, executed between the Promoters of **THE COMPANY**, i.e. the West Bengal Housing Board and The Peerless General Finance & Investment Company Limited.

**AND WHEREAS** in terms of the said Development Agreement executed on 8<sup>th</sup> July of 2009, **THE COMPANY** was required to complete the project within Five years from the date of obtaining the approval for commencement from the appropriate authority.

**AND WHEREAS**, the **Parties** have executed an **Agreement for Extension of Time** on 24<sup>th</sup> day of September 2015 where time period for completion of Avidipta Phase I was

For Bengal Peerless Housing Development Co. Ltd.

Ketan Sengupta  
Ketan Sengupta  
Chief Executive Officer

21 FEB 2019



extended upto July 2017 and time period for completion of Avidipta Phase II was extended upto September 2020.



ANNEXURE-A

**AND WHEREAS,** THE COMPANY completed the Phase I of the Project on about 9.44 acres of land out of 12.67 acres of land in the single premises number 401, Barakhola, Mukundapur, Kolkata 700075 within the stipulated timeframe prescribed in the Agreement for extension of time dated 24<sup>th</sup> September 2015, executed between the Parties.

**AND WHEREAS,** THE COMPANY has failed to start the development of Avidipta Phase II in the said Project in time due to reasons beyond the direct control of THE COMPANY.

**AND WHEREAS,** THE COMPANY has further requested **THE BOARD** vide their letter no. BP/WBHB/01/0001 dated 12<sup>th</sup> October, 2018 for extension of time to complete the construction of Avidipta Phase - II, and **THE BOARD** at its meeting held on 28.01.2019 has considered the said application of **THE COMPANY** for extension of time to complete the Avidipta Phase - II of the said Project and upon consideration **THE BOARD** has agreed, without prejudice to any of its rights under the Development Agreement, to extend time for completion of the Avidipta Phase - II in the said Project a further 36 months from September, 2020.

1) NOW BOTH **the Parties** do hereby agree for extension of time on mutual consent without hampering the interest of any of the parties, partially amending and/or modifying **clause 12 at Page No. 06** of the Development Agreement dated 8<sup>th</sup> day of

21 FEB 2019

3  
For Bengal Peerless Housing Development Co. Ltd.

Ketan Sengupta  
Chief Executive Officer



July, 2009 read with **Clause 01** of the Agreement for Extension of Time dated 24<sup>th</sup> September, 2015, which shall now be revised as follows:



ANNEXURE-A

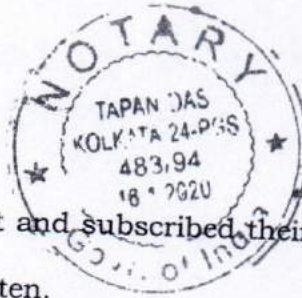
**THE COMPANY** shall complete the Avidipta Phase II of the said Project on the balance land parcels of about 3.23 acres by implementing the scheme fully including submission for Completion Certificate from the Competent Authority within 23<sup>rd</sup> September, 2023 subject to force majeure and other reasons beyond the direct control of **THE COMPANY**.

- 2) **THAT** save and except the **Clause No. 12** of the Original Development Agreement executed on 8<sup>th</sup> day of July, 2009 and **Clause 1** of the Agreement for Extension of Time dated 24<sup>th</sup> September, 2015, all other clauses of those agreements shall remain unchanged and in full force along with this partial amendment / modification and shall be read, construed and be enforceable as if the terms or meaning of these presents were originally incorporated and/or purported therein.
- 3) **THAT** this Agreement for Further Extension of Time shall be treated as part and parcel of the Development Agreement executed on 8<sup>th</sup> day of July, 2009 and the Agreement for extension of time dated 24<sup>th</sup> September, 2015.

For Bengal Peerless Housing Development Co. Ltd.


**Ketan Sengupta**  
Chief Executive Officer

21 FEB 2019

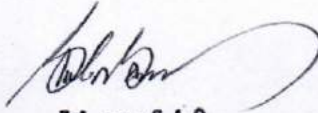


ANNEXURE A

IN WITNESS WHEREOF THE PARTIES hereto have set and subscribed their respective hands and seals the day, month and year first above written.


  
Housing Commissioner  
West Bengal Housing Board  
SIGNED SEALED AND DELIVERED  
BY THE BOARD AT KOLKATA

in the presence of :-

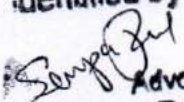
  
F.A.-cum C.A.O.  
West Bengal Housing Board

SIGNED SEALED AND DELIVERED  
BY THE COMPANY AT KOLKATA

For Bengal Peerless Housing Development Co. Ltd.

  
in the presence of :- **Ketan Sengupta**  
Chief Executive

1. **Arun Sengupta**  
30A/Santoshpur East Road  
Kolkata - 700075.
2. **Danbar Kumar Saha**  
43/13, R. N. Tagore Road  
Kolkata - 700063

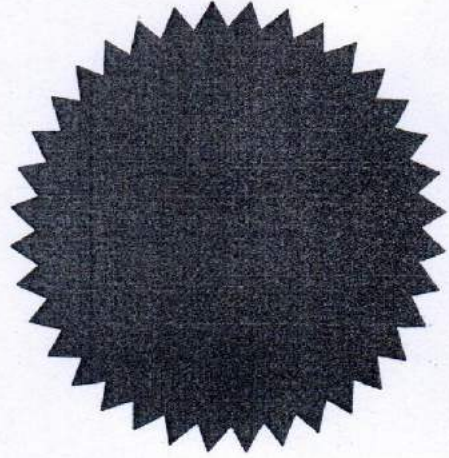
Identified by me  
  
Advocate  
**Sampa Paul**  
C. M. M. Court, Kolkata

Signature Attested  
On Identification of LA Advocate  
  
**TAPAN DAS**  
Notary Govt. Of India  
Kolkata & 24-Pargana

21 FEB 2019



Dated *21st* Day of *Feb* 20*19*



In the Matter of :

Instrument 'A'

&

In the Matter of :

**Notarial Certificate**

**TAPAN DAS**

*Advocate*

&

**NOTARY**

for Kolkata & 24 Parganas

Govt. of India

2 & 3, Bankshal Street

Kolkata - 700 001

SECRETARY GENERAL

ALL INDIA NOTARIES ASSOCIATION (R)

Author : **NOTARY THE WITNESS OF HISTORY**

Rs. 300/-

The first book on Notary in India.

Published in other regional languages

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