



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 800318

ALLOCATION AGREEMENT

This Allocation Agreement made on this the 27th day of July 2023 ("Allocation 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. 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 and Aadhar No. 575089089671 (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-

KAMAL KUMAR PAUL
ROCHITA CONSTRUCTION PVT. LTD. NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's Court
2 & 3 Bankshall Street
Kolkata-700001
Director

BELANI NPR HOUSING LLP
Designated Partner

31 JUL 2023

36717

Belani NPR Housing Ltd
257/A . D.P.S, And
Ind 33

Sold To.....
Name.....
Address.....

27 JUN 2023

Rs.....

C.M.M.'s Court
2, Bankshall Street, Kol-1

ABANISH KUMAR DAS
Gov. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol

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. Kishore Tulsidas Belani**, son of Late Tulsidas Tarachand Belani alias Tulsidas Belani, residing at Garden Apartment, Block C-, 2nd floor, 2/10, Sarat Bose Road, Kolkata - 700 020, Police Station Ballygunge and Post Office Lala Lajpat Rai Sarani, and having Income Tax PAN No.: AESPB2637L, Aadhaar No. 570267177484 (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:

1. By a registered Development Agreement dated 15th December, 2021 executed between us in respect of the Premises No. 52D, Bondel Road, Kolkata- 700019 (" hereinafter referred to as "Scheduled Property") as modified/amended from time to time including but not limited to the registered Modification Agreement dated 27th July, 2023 executed between Parties (collectively, "**Development Agreement**"), to place on record and confirm Parties mutual understanding and agreement in respect thereof, but without prejudice to and/or without derogation from/of any of the terms, conditions, stipulations, covenants, undertakings, etc. stipulated in the Development Agreement:-

A. Save as specifically recorded and/or amended herein, each of the capitalized terms used herein shall have the same meaning as respectively ascribed/assigned to each of such terms in the Development Agreement.

B. The reference in the registered Modification Agreement dated 27th July, 2023 executed between Parties , to "certain identified liabilities of the Owner in respect of the Scheduled Property" which the Developer, facilitated the Owner, in dealing with, refer to the monetary sum of Rs. 8,49,44,435/- (Rupees Eight Crores Forty Nine Lakhs Forty Four

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M.'s Court
2 & 3 Bankshall Street
Kolkata-700001

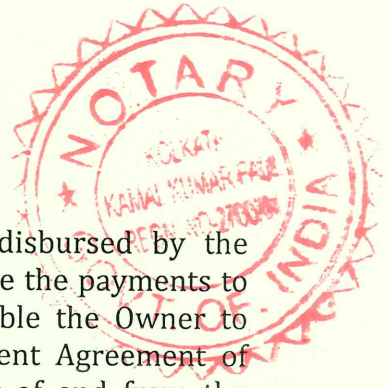
ROCHITA CONSTRUCTION PVT. LTD.

Suresh Ch. Agrawal
Director

BELANI NPR HOUSING LLP

Kishore Tulsidas Belani
Designated Partner

31 JUL 2023



Thousand Four Hundred and Thirty Five only) disbursed by the Developer to and in favour of the Owner to facilitate the payments to be made by the Owner to the Occupants, to enable the Owner to comply with their obligation under the Development Agreement of rendering the Scheduled Property free and vacant of and from the Occupants.

- C. In terms and/or in pursuance of the Development Agreement, the Parties have since mutually identified and determined the exact location of each component of their respective allocations of/in the Project, and accordingly it has been mutually agreed between the Parties that notwithstanding anything to the contrary recorded/stipulated in the Development Agreement.

Now This Allocation Agreement Witnesseth as follows:

- 2.1. the “**Owner’s Allocation**” shall mean and comprise of only:
- a) the specific Units situate on such floors of the building proposed to be constructed on the Scheduled Property as detailed in **Part-I of Schedule A** hereunder written, each of such Units being respectively together with undivided proportionate impartible share in: (i) the Scheduled Property; and (ii) all the Common Areas, facilities and amenities of the Project as identified by the Developer; and
 - b) the car parking spaces as described in **Part-II of the Schedule A** hereunder written;
- 2.2. the “**Developer’s Allocation**” shall mean and comprise of:
- a) the specific Units situate on such floors of the building proposed to be constructed on the Scheduled Property as detailed in **Part-I of Schedule B** hereunder written, each of such Units being respectively together with undivided proportionate impartible share in: (i) the Scheduled Property; and (ii) all the Common Areas, facilities and amenities of the Project as identified by the Developer; and
 - b) the car parking spaces as described in **Part-II of the Schedule B** hereunder written; and
 - c) the entire Signage Space.

KAMAL KUMAR PAL
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
C.M.M's Court
2 & 3 Bankshall Street
Kolkata-700004

ROCHITA CONSTRUCTION PVT. LTD.

[Signature]
Director

BELANI NPR HOUSING LLP

[Signature]
Designated Partner

31 JUL 2023

3. It is agreed and understood that the understanding recorded herein shall be deemed to stand incorporated in the Development Agreement, and this agreement and/or the understanding recorded herein shall be read in conjunction with the Development Agreement, and shall form and/or forms an integral and inseparable part of the Development Agreement.
4. It is further agreed and understood that the Development Agreement shall be read and understood as modified and/or rectified and/or amended herein.
5. The provisions contained in Clause 16 (Governing Law and Dispute Resolution) and Clause 18 (Miscellaneous) of the Development Agreement shall apply to this agreement and/or 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.
6. Save as stated hereinabove, each of the other terms and conditions of/recorded in the Development Agreement, as also the several rights, obligations, covenants, undertakings, etc. stipulated therein, shall remain unchanged and unaltered and shall continue to remain valid and binding on each of the Parties, each of which shall be adhered to and/or complied with.
7. This Agreement shall be deemed to be/treated as a Transaction Document in terms of the Development Agreement.

ROCHITA CONSTRUCTION PVT. LTD.

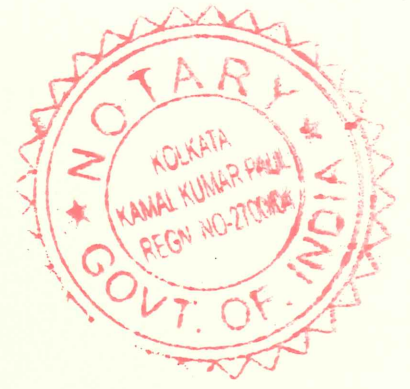
Sudhakar Agrawal
Director

BELANI NPR HOUSING LLP

Abhishek
Designated Partner

KAMAL KUMAR PALI
NOTARY GOVT. OF INDIA
Regd. No. 2700/04
G.M.'s Court
2 & 3 Bankshall Street
Kolkata-700001

31 JUL 2023



Schedule A

Part - I

Units

Unit No.	Floor
1B	First
1C	First
2A	Second
4A	Fourth
4B(43.65%)	Fourth
4C	Fourth
9A	Ninth
12B	Twelfth
12C	Twelfth
15A	Fifteenth
15B	Fifteenth
15C	Fifteenth

Part - II

Car Parking Spaces

Nature	Location	Number of car parking spaces
Covered	Basement	48, 49
Covered	Ground floor	4, 5, 6, 8, 9
Basement	Mechanical	1/2,3/4,5/6,7/8,82/83,84/85,86/87,88/89,90/91,92/93
Open	Ground level	32,33,34,35,36,37,38,39,40,41, 42,43

✓
KAMAL KUMAR PAL
NOTARY GOVT. OF INDIA
Regd. No. 270004
C.M.'s Court
2 & 3 Bankshall Street
Kolkata-700001

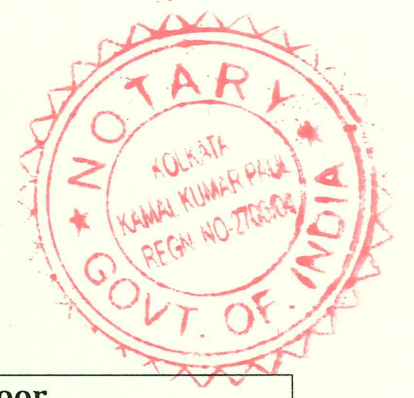
ROCHITA CONSTRUCTION PVT. LTD.

Suresh Kumar Agrawal
Director

BELANI NPR HOUSING LLP

Abhishek Belani
Designated Partner

31 JUL 2023

Schedule B**Part - I**
Units

Unit No.	Floor
1A	First
2B	Second
2C	Second
3A	Third
3B	Third
3C	Third
4B (56.35%)	Fourth
5A	Fifth
5B	Fifth
5C	Fifth
6A	Sixth
6B	Sixth
6C	Sixth
7A	Seventh
7B	Seventh
7C	Seventh
8A	Eighth
8B	Eighth
8C	Eighth
9B	Ninth
9C	Ninth
10A	Tenth
10B	Tenth
10C	Tenth
11A	Eleventh
11B	Eleventh
11C	Eleventh
12A	Twelfth
13A	Thirteenth
13B	Thirteenth
13C	Thirteenth
14A	Fourteenth
14B	Fourteenth
14C	Fourteenth
16A	Sixteenth
16B	Sixteenth
16C	Sixteenth

KAMAL KUMAR PAL
NOTARY GOVT. OF INDIA
Regd. No. 2700104
C.M.'s Court
Bankshall Street
Kolkata-700001

ROCHITA CONSTRUCTION PVT. LTD.

[Signature]
Director

31 JUL 2023

BELANI NPR HOUSING LLP

[Signature]
Designated Partner

Part - II

Car Parking Spaces

Nature	Location	Number of Car Parking Spaces
Covered	Basement	21,76,77,78,79
Covered	Ground floor	1,2,3,7,10,11,12,13,14,15,16,17,18,19
Basement	Mechanical	9/10,11/12,13/14,15/16,17/18,19/20,22/23,24/25,26/27,28/29,30/31,32/33,34/35,36/37,38/39,40/41,42/43,44/45,46/47,50/51,52/53,54/55,56/57,58/59,60/61,62/63,64/65,66/67,68/69,70/71,72/73,74/75,80/81
Open	Ground level	20,21,22,23,24,25,26,27,28,29,30,31,46,47,48,49,50,51,52,53,54,55,56,57,58,59,60,61,62,64,65,66,68,44,45,63,67



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) Rohini Agarwal
46/2B Hazra Road, Kol - 700019.
- 2) Sujanya Lisa Dvorario.
23, Sarat Ghosh Street.
Kol - 700014.

ROCHITA CONSTRUCTION PVT. LTD.

Sudesh M. Agrawal
Director

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

- 1) Shubham Jain
56/2 Kings Road
Keshav Apartment
Howrah - 711101.
- 2) Sankar Ghosal
DD64, Narayantala (E)
PO - Anwininagar
Kol - 700159.

BELANI NPR HOUSING LLP

Shubham Jain
Designated Partner

KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd. No. 2700104
C.M.'s Court
2 & 3 Bankshall Street
Kolkata-700009

ATTESTED BY ME

KAMAL KUMAR PAUL
NOTARY Govt. of India
REGN. NO. 2700104

31-07-23

31 JUL 2023