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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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The signature sheets are  
 attached to the stamp with  
 the necessary fee of the stamp  
 District Registrar  
 Registrar-1/5 7(2) of  
 Registration Act 1908  
 Alipore, South 24 Parganas  
**8 APR 2018**  
DEVELOPMENT AGREEMENT

This Development Agreement is made on This 18<sup>th</sup> day of April, 2018 (Two Thousand Eighteen)

BETWEEN.

**ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** (having PAN - AAGCR5126H),  
 a private Ltd. Company having its Registered office at 7A, Bentick Street, 1st Floor,  
 Room No - 103, P.O. Hare Street, P.S. - Hare Street, Kolkata-700001 represented by its  
 Directors and Authorized Signatory namely (1) **SRI, SIDDARTHA GUPTA** (having PAN  
 - ADTPG6034E) s/o **SUBHASH CHANDRA GUPTA** by faith - Hindu, by occupation -  
 Service, by nationality - Indian, residing at 10 Swami Vivekananda Road, Flat No. - 5D,  
 near Diamond City North, Nager Bazar P.S. - South Dumdum, Kolkata-700074 and (2)  
**SMT. VINITA AGARWAL** (having PAN - ADKPA9449A) w/o Sri. Vishnu Agarwal, by

Signature of  
 Smt. Vinita Agarwal  
 Signature of  
 Smt. Vinita Agarwal

Signature of  
 Smt. Vinita Agarwal  
 Signature of  
 Smt. Vinita Agarwal

12098

15 MAR 2018

No. .... Rs. **100/-** Date .....

Name: AL MOKR Construction

Address: 12/1/10/1 Road (East)

Vendor: Subhan Das

Alipur Collectorate, 24 Pgs. (B)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol-27



Subhan Das

Regd. No. W/S (12) of  
Registration Act 1908  
Alipur, South 24 Parganas

**18 APR 2018**

Subhan Das

Subhan Das

S/O. SRI SRIYA NARAYAN MODANI

18/1, MAHAKALI DEWANDA ROAD

KOLKATA 700007

faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 33, Rash Behari Avenue, P.O. - Kalighat, P.S. - Tollygunge, Kolkata-700026 herein after called and referred to as the **LAND OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include, successors-in-office, executors, administrators, legal representatives attorneys and assigns) of the **ONE PART**.

- AND -

**ALMOUR CONSTRUCTION** (having PAN - **ABJFA2812L**) a registered Partnership firm having its place of business at 12, Russa Road (East), 2<sup>nd</sup> Lane, presently known as Chinmoy Chattopadhyay Sarani, 1st Floor, P.O. - Tollygunge, P.S. - Charu Market, Kolkata-700033, being represented by its Partners: 1) **SMT. SHIKHA MODANI** (having PAN - **AEJPM1038D**) w/o Sri Sanjay Modani, by faith- Hindu, by occupation - Business, by Nationality - Indian, residing at 137, S. P. Mukherjee Road, Flat No - 3D, P.S. - Tollygunge, Kolkata - 700026, District - South 24 Parganas. (2) **SRI ABHIJIT BHATTACHARJEE** (having PAN - **AHYPB3591N**) s/o Late Krishna Kamal Bhattacharjee, by faith - Hindu, by occupation - Business, by Nationality - Indian, Residing at Pitama House, Pratapgarh, P.O. - Narendrapur, P.S. - Sonarpur, Kolkata - 700103, District South 24 Parganas herein after called and referred to as the **DEVELOPER** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said Partnership firm, its Partners for the time being, their respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Prakash Chandra Bhattacharjee s/o Late Kunja Bihari Bhattacharjee and Ajit Kumar Chattopadhyay s/o Late Durga Charan Chattopadhyay were the joint owners of some landed property measuring an area of 10(Ten) decimal with trees standing thereon etc. situated in Mouza- Manikpur, Touzi No. - 412, Pargana - Megura, Revenue Survey No-226, J.L No-77, R. S. Dag No -182 and R. S. Dag No -182/701 Under R. S. Khatian No. - 178, Police Station - Sonarpur, District - South 24 Parganas.

ALMOUR CONSTRUCTION  
Shikha Modani  
Partner  
ALMOUR CONSTRUCTION  
Ajit Bhattacharjee

Prakash Chandra  
Vijaya Aggarwal  
Vijaya Aggarwal



**AND WHEREAS** said Prakash Chandra Bhattacharjee and Ajit Kumar Chattopadhyay jointly sold, transferred, conveyed, assigned and granted their entire property measuring 10(Ten) decimals to one Sri Anil Kumar Chattopadhyay and Sri Birendra Nath Chattopadhyay by virtue of a Sale Deed dated 24<sup>th</sup> April, 1962 which was registered in the office of District Registrar, 24 Parganas and recorded in Book No-1, Volume No - 20, Pages from 168 to 173 Being Deed No - 1583 for the year 1962, comprising in R.S. Dag No-182/701, under R. S. Khatian No. - 178 of said Mouza - Manikpur.

**AND WHEREAS** one Mrinalini Devi being the owner had given patta in favour one Laxmi Narayan Das on 24/07/1941 in respect of land within Dag No-182 admeasuring 83(Eighty Three) decimals more or less situated at Mouza-Manikpur and while enjoying and occupying the aforesaid land and property said Laxmi Narayan Das gifted the aforesaid land and property in favour of one Bholanath Das on 30/11/1964 and while enjoying and occupying the aforesaid land and property said Bholanath Das died intestate leaving behind his wife Radha Rani Das, two sons namely Anil Kumar Das and Sunil Kumar Das and four daughters namely Parul Bala Das, Nihar Bala Kayal, Kanan Bala Das and Shankari Das. Thereafter said Sunil Kumar Das sold his undivided share of land in favour of his elder brother Anil Kumar Das on 21/06/1967. The undivided share of Radha Rani Das devolves in favour of her sons and daughters after her death. And said Nihar Bala Kayal and Kanan Bala Das sold their inherited entire portion in favour of their elder brother, Sri Anil Kumar Das on 13/08/1968. Thus Sri Anil Kumar Das, Sri Sunil Kumar Das, Smt. Sankari Das and Smt. Parul Bala Das became the joint owner of land admeasuring 83 (Eighty Three) decimals more or less within Dag No-182 at Mouza-Manikpur, J.L. No. - 77, Pargana - Magura, R.S. No. -226, Touzi No. - 412.

**AND WHEREAS** Anil Kumar Chattopadhyay and Birendra Nath Chattopadhyay jointly further purchased 4 (Four) Cottah 10(Ten) Chittak land out of above referred 83 (Eighty Three) Decimals land situated in Mouza - Manikpur, Touzi No. - 412, Pargana - Magura, R.S. No. - 226, J. L. No-77, R.S. Dag No. - 182, under R. S. Khatian No. - 178, Police Station - Sonarpur, District - South 24 Parganas from the above said Sri Anil Kumar Das, Sri Sunil Kumar Das, Smt Sankari Das and Smt Parul Bala Das by virtue of sale deed

WITNESSETH

*Stobha Modan*

WITNESSETH

*Ajit Chatterjee*

WITNESSETH

*Sukanta Das*

*Vinod Agard*

*Vinod Agard*

dated 14th October 1974, which was also registered in the office of the D.R Alipore, 24 Parganas and recorded in Book No-I, Volume No- 180, Pages From 274 to 280. Being Deed No-7231 for the year 1974.

**AND WHEREAS** after purchasing the same by way of two Sale Deeds said Anil Kumar Chattopadhyay and Birendra Nath Chattopadhyay jointly seized and possessed of the total land measuring **10(Ten) Cottah 10(Ten) Chittak** more or less and on 10/02/1983 said Birendra Nath Chattopadhyay died intestate leaving behind surviving his wife Jayanti Chatterjee, three sons namely Alok Kumar Chatterjee, Asim Kumar Chatterjee and Arup Kumar Chatterjee and one daughter Ratna Banerjee as his legal heirs and representatives and the undivided half share of the said property left by the deceased Birendra Nath Chattopadhyay devolved upon them in equal share according to Hindu Succession Law.

**AND WHEREAS** said Anil Kumar Chattopadhyay also died intestate on 24/10/1988 leaving behind surviving his wife Basanti Chatterjee one son Ashoke Kumar Chatterjee and one daughter Smt. Anjali Mukherjee as his legal heirs and representatives and the undivided half share of the said property left by the deceased devolved upon them in equal share according to Hindu Succession Law.

**AND WHEREAS** said Jayanti Chatterjee, Alok Kumar Chatterjee, Arup Kumar Chatterjee jointly executed a Power of Attorney in favour of Asim Kumar Chatterjee which was registered in the office of ADSR Alipore District South 24 Parganas and recorded in Book No- IV, Being Power No-294 for the year 1994 to look after sale etc. in respect of their share of the said property.

**AND WHEREAS** Ratna Banerjee gifted her undivided 1/5th share of the 50% of the said property in favour of her three brothers namely Alok Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee by and under a Deed of Gift dated 14/11/2003 which was registered in the office of District Sub Registrar - IV Alipore South 24 Parganas and recorded in Book No - I, Volume No -31, Pages from 1171 to 1183 being Gift Deed No-5110 for the year 2004.

VENUE CONSTRUCTION

*Shree Madan*

Part

VENUE DEED

*Asim Kumar Chatterjee*

Part

VENUE DEED

*Birendra Nath*

*Vinay Agarwal*

*Vinay Agarwal*



**AND WHEREAS** Jayanti Chatterjee also gifted her undivided 1/5th share of the 50% of the said property in favour of her three sons namely Alok Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee by virtue of Deed of Gift dated 14/11/2003 which was registered in the office of District Sub-Registrar -IV Alipore, South 24 parganas and recorded in the Book No - I, Volume No - 31, Pages From 1184 to 1196 Being Gift Deed No - 5111 for the year 2004.

**AND WHEREAS** by virtue of the said Deed of Gift from Smt. Jayanti Chatterjee and Smt. Ratna Banerjee in favour of their sons and brothers the said Alok Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee became the joint owners of the said undivided half share of the entire property.

**AND WHEREAS** said Easanti Chatterjee, wife of Late Anil Kumar Chattopadhyay executed a deed of Gift in respect of her undivided 1/3rd share of the 50% of the said property in favour of her son namely Ashoke Kumar Chatterjee by and under a Deed of Gift which was registered in the office of DSR-IV, Alipore, District 24 Parganas (S) and recorded in Book No - I, Being Deed of Gift Deed No - 4266 for the year 2006.

**AND WHEREAS** subsequently on 10th April 2006 Anjali Mukherjee also executed a Deed of Gift in respect of her undivided 1/3rd share of the 50% of the said property in favour of her brother namely Ashoke Kumar Chatterjee which was registered in the office of DSR-IV, Alipore, South 24 Parganas and recorded in Book No. - I, being Gift Deed No - 4984 for the year 2006.

**AND WHEREAS** by and under the aforesaid two separate Deed of Gift, said Ashoke Kumar Chatterjee became an absolute owner of undivided 50% of share of the entire property.

**AND WHEREAS** due to some financial needs the aforesaid Ashoke Kumar Chatterjee, Alok Kumar Chatterjee, Arup Kumar Chatterjee and Asim Kumar Chatterjee jointly sold, transferred and conveyed the said land measuring 10 (Ten) cottah 10(Ten) Chittak by

ALMUR CONSTRUCTION

*Sheela Madan*

Partner

ALMUR CONSTRUCTION

*Abhijit Chatterjee*

Partner

ROYALVISION CONSTRUCTIONS PVT. LTD.

*Shantanu Mishra*

Director / Authorized Signatory

*Vinod Aggarwal*

ROYALVISION CONSTRUCTIONS PVT.

*Vinod Aggarwal*

Partner

the same a little more or less within Mouza-Manikpur, Touzi No. - 412, Parganas - Magura, R. S. No. - 226, J. L. No. - 77, R. S. Dag No.182 and 182/701 under R.S. Khatian No. 178, P.S - Sonarpur, Dist. - South 24 Parganas, West Bengal, to or in favour of B.S. Construction a Proprietorship Firm having its office at 36/D Bikramgarh, P.S. - Jadavpur, Kolkata-700032 being represented by its Proprietor Sri Bapi Saha son of Nibas Chandra Saha by Occupation - Business, P.S. - Jadavpur, Kolkata - 700032 for the valuable consideration as mentioned therein and the said Deed Of Sale dated 13th December 2006 executed at the office of Additional District Sub Registrar Sonarpur, South 24 Parganas and recorded in Book No. - I, Volume No. - 40, Pages No. 27 - 40, Being Sale Deed No - 1969 for the year 2007.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance said B.S Construction a Proprietorship Firm having its office at 36/D Bikramgarh, P.S - Jadavpur, Kolkata - 700032 being represented by its proprietor Sri Bapi Saha son of Nibas Chandra Saha by Occupation - Business, by faith Hindu, Nationality - Indian residing at 36/D Bikramgarh, P.S. - Jadavpur, Kolkata - 700032 became the sole and absolute owner and seized and possessed of and/or otherwise sufficiently entitled to the aforesaid land which is free from all encumbrances.

AND WHEREAS being thus in possession of the aforesaid property the said B.S Construction a proprietorship firm having its office at 36/D Bikramgarh, P.S-Jadavpur, Kolkata-700032, for urgent need of money declared for absolute sale of the said land (Bastu in L.R Record) measuring **10(Ten) Cottah 10(Ten) Chittak** be the same a little more or less and 1. Manoj Kumar Kothari and 2. Pratik Agarwal as the Purchasers by virtue of a Registered Deed of Conveyance dated 10/12/2012 registered in the Office of ADSR Sonarpur, South 24 Parganas vide Book No. I, Volume - 25, Pages No. 5261 to 5277, Deed No. 9755 of 2012 the previous Owner B.S Construction a Proprietorship Firm being represented by its Proprietor Sri Bapi Saha son of Sri Nibas Chandra Saha sold, transferred conveyed, assigned and granted a plot of land measuring **10(Ten) Cottah 10(Ten) Chittak** together with one tile shed structure measuring an area of 100(One Hundred) Sq. ft. situated in Mouza Manikpur, Touzi No. 412 Parganas Magura, R.S No- 226, J.L No. 77, R.S.Dag No-182 and 182/701 under R.S. Khatian No-178, P.S.

ALNDUR CONSTRUCTION

*Shikhe Malum*

Parti-

ALNDUR CONSTRUCTION

*Abuljal Challacharjee*

Parti-

FOR ROYALVISION CONSTRUCTIONS PVT. LTD.

*Shreerama Gupta*

Director (Finance) & Sr. Officer

*Manoj Agarwal*

FOR ROYALVISION CONSTRUCTIONS PVT. LTD.

*Manoj Agarwal*

Parti-



Sonarpur, Dist- South 24 parganas, the local limits of Rajpur Sonarpur Municipality Ward No-23, Holding No-345 Subhas Block, within P S Sonarpur, in favour of 1. Manoj Kumar Kothari and 2. Pratik Agarwal.

**AND WHEREAS** after purchase the said property they have erected a boundary wall in their Holding at their cost and they have been enjoying their purchased land without any interruption and hindrances since purchase.

**AND WHEREAS** due to some financial needs the aforesaid 1) Manoj Kumar Kothari and 2) Pratik Agarwal sold their land measuring 10(Ten) Cottah 10(Ten) Chittak together with one tile shed structure measuring an area of 100 (One Hundred) Sq. ft situated in Mouza - Manikpur, Touzi No.-412, Parganas - Magura, R. S. No. - 226, J. L. No. - 77, R. S. Dag No. - 182 and 182/701 under R. S. Khatian No. - 178, P. S. - Sonarpur, Dist. - South 24 Parganas. The local limits of Rajpur Sonarpur Municipality, Ward No. - 23 Holding No. - 345, Subhas Block, within P.S. - Sonarpur by virtue of a Deed of Conveyance Dated 04 June 2013 duly registered at DSR-IV, Alipore Vide Book No. - 1, Volume No. - 25, Pages - 233 to 250 Being No - 04526 of 2013 in favour of **ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** a Private Ltd. Company its Registered Office at 7A, Bentick Street, 1st Floor, Room No-103 ,P.S. - Hare Street, Kolkata-700001 represented by its Directors namely (1) Mr. Rajendra Kumar Agarwal s/o Late Ram Gopal Agarwal, by Occupation -Business, By Faith - Hindu, By Nationality - Indian residing at South City residency, CEDAR ,Tower -4, Flat No-33A, 375 Prince Anwar Shah Road, P. S - Jadavpur, Kolkata- 700068 and (2) MRS. VINITA AGARWAL w/o Mr. Vishnu Agarwal, By Faith - Hindu, By Occupation- Business, By Nationality - Indian, residing at 33, Rash Behari Avenue, Kolkata- 700026.

**ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** a Private Ltd. Company its Registered Office at 7A, Bentick Street, 1st Floor, Room No-103 ,P.S. - Hare Street, Kolkata-700001 represented by its Directors and Authorized Signatory namely (1) Mr. Rajendra Kumar Agarwal s/o Late Ram Gopal Agarwal, by Occupation -Business, By Faith -Hindu, By Nationality Indian residing at South City residency, CEDAR ,Tower -4, Flat No-33A, 375 Prince Anwar Shah Road, P.S.-Jadavpur, Kolkata- 700068 and (2)

ROYALVISION CONSTRUCTION

*Sheela Modan*

Partner

NELOUR CONSTRUCTION

*Abhijit Chatterjee*

Partner

ROYALVISION CONSTRUCTIONS PVT

*Rajendra Kumar Agarwal*

Director / Auth. Signatory

*Vinita Agarwal*

ROYALVISION CONSTRUCTIONS PVT

*Vinita Agarwal*

Director / Auth. Signatory



MRS. VINITA-AGARWAL w/o Mr. Vishnu Agarwal, by Faith Hindu, by Occupation-Business, by Nationality Indian, residing at 33, Rash Behari Avenue, Kolkata- 700026 became the sole and absolute owner and seized and possessed of and/or otherwise sufficiently entitled to the aforesaid land which is free from all encumbrances.

**AND WHEREAS** after purchase of the said property the Land Owner herein, i.e., said **ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** a Private Ltd. Company its Registered Office at 7A, Bentick Street, 1st Floor, Room No. - 103, P. S. - Hare Street, Kolkata-700001 represented by its Directors and Authorized Signatory namely (1) Mr. Rajendra Kumar Agarwal s/o Late Ram Gopal Agarwal, by Occupation - Business, By Faith - Hindu, By Nationality - Indian, residing at South City residency, CEDAR Tower - 4, Flat No. - 33A, 375 Prince Anwar Shah Road, P.S. - Jadavpur, Kolkata - 700068 and (2) MRS. VINITA AGARWAL w/o Mr. Vishnu Agarwal, by Faith Hindu, by Occupation - Business, by Nationality - Indian, residing at 33, Rash Behari Avenue, Kolkata - 700026 mutated their names in respect thereof in the record of Rajpur Sonarpur Municipality and upon mutation vide Municipal Mutation Certificate Sl. No. 15022 dated 14.09.2017 the said Municipal Authority assessed the said property as Municipal Holding No.345, Subhash Block, Ward No. 23 under the Police Station- Sonarpur, in the District of South 24 PARGANAS.

**AND WHEREAS**, the Land Owner herein does not have sufficient fund and also does not possess sufficient experience to construct/develop the property by constructing multistoried building and as such were in search of a developer who would construct/develop the same on its behalf and upon hearing the same; the Developer hereinabove have agreed to develop and/or construct a multi-storied building in the Schedule A property mentioned below, as per the sanction plan, sanctioned by the Rajpur Sonarpur Municipality at their own cost and accord and the Land Owner herein has agreed with the proposal of the Developer hereinabove.

**AND WHEREAS**, the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the

ALWOUH CONSTRUCTION

*Shilpa Madam*

Partner

ALWOUH CONSTRUCTION

*Helijit Chatterjee*

Partner

FOR ROYALVISION CONSTRUCTIONS PRIVATE LIMITED

*Srinivasa Iyer*

Director / Authorized Signatory

*Vinita Agarwal*

FOR ROYALVISION CONSTRUCTIONS PRIVATE LIMITED

*Vinita Agarwal*

Partner

Land Owner and agreed to develop the Schedule A property and to erect building thereon in terms of the sanctioned building plan at their own costs, expenses and efforts and in pursuance of the above, the parties herein have entered into this Agreement in between them.

**AND WHEREAS**, both the parties herein have negotiated between themselves regarding terms and conditions on which the same development work can be made and have accepted and agreed to enter into this agreement under the following terms and conditions for the same.

**AND WHEREAS**, the Developer agreed to develop the aforesaid property and/or to construct a multi storied building thereon as per the sanctioned plan to be obtained from the concerned Municipality.

**AND WHEREAS**, before execution of this agreement the Land Owner has represented and assured to the Developer as follows:-

1. That the Land Owner is absolutely seized and possessed off and/or otherwise well and sufficiently entitled to the said property.
2. That the said property is free from all encumbrances, charges, liens, liens, liens, attachments, whatsoever or howsoever.
3. That excepting the present Land Owner nobody has any right, title, interest claim, demand, whatsoever or howsoever, into or upon the said property.
4. That there is no notice of acquisition or requisition received or pending in respect of ALL THAT piece and parcel of Bastu land measuring more or less 10 Cottahs 10 Chattaks the split up of the land of R.S. & L.R.Dag No.182 and 182/701, R.S.Khatian No.178, L.R.Khatian Nos. 29, 1457, 1458, 1459, 1460 and L.R.Khatian No. - 22, 47, 49, 92, 263 & 619) now new L.R.Khatian No. - 2531 situate and lying at Mouza-Manikpur, J.L.No.77, Municipal holding No.345, Subhas Block, Ward No.23 of

AL MOUR CONSTRUCTION

*Shikha Malan*

Partner

AL MOUR CONSTRUCTION

*Neeljit Chatterjee*

Partner

ROYALVISION CONSTRUCTIONS PVT. LTD

*Sushila Mishra*

Director

*Neelanjana Aggarwal*

ROYALVISION CONSTRUCTIONS PVT. LTD

*Neelanjana Aggarwal*



Rajpur-Sonarpur Municipality, District-South 24-Parganas morefully and particularly described in the "Schedule A" hereunder mention.

5. That there is no impediment under the law for the time being in force for the Land Owner for obtaining necessary clearance certificate under the Income Tax Act, 1961.

6. That the Land Owner shall hand over the Khas Possession of the entire plot of land free from all encumbrances to the Developers immediately from the date of Execution and Registry of this Development Agreement. The land owner has agreed to handover the entire plot of land with structure to the Developer on **As is where is basis**. No dismantling or changes of the existing structure will be done by the Land Owner.

**NOW THIS AGREEMENT WITNESTTH** and it is hereby agreed by and between the parties hereto as follows:-

#### ARTICLE - I : DEFINITION

1. **LAND & STRUCTURE:** Shall mean ALL THAT piece and parcel of Bastu land measuring more or less **10 Cottahs 10 Chattaks** the split up of the land of R. S. & L. R. Dag No.182 and182/701, R. S. Khatian No. 178, L. R. Khatian Nos. 29, 1457, 1458, 1459, 1460 and L. R. Khatian No. - 22, 47, 49, 92, 263 & 619 now new L. R. Khatian No. - 2531 situate and lying at Mouza - Manikpur, J. L. No. 77, Municipal holding No. 345, Subhas Block, Ward No. 23 of Rajpur - Sonarpur Municipality, District - South 24-Parganas morefully and particularly described in the Schedule A hereunder mention.

2. **LAND OWNER :** **ROYALVISION CONSTRUCTIONS PRIVATE LIMITED** (having PAN - AAGCR5126H) a Private Ltd. Company having its Registered office at 7A, Bentick Street, 1st Floor, Room No-103, P.O. Hare Street, P.S - Hare Street, Kolkata - 700001 represented by its Directors and Authorized Signatory namely **(1) SRI, SIDDARTHA GUPTA** (having PAN ADTPG6034E) s/o SUBHASH CHANDRA GUPTA by faith - Hindu, by occupation - Service, by nationality - Indian, residing at 10 Swami Vivekananda Road, Flat No - 5D, near Diamond City North, Nager Bazar P. S. - South

Subhas Block, Ward No. 23 of Rajpur - Sonarpur Municipality, District - South 24-Parganas morefully and particularly described in the Schedule A hereunder mention.

*Shilpa Malan*  
Parties:-

for ROYALVISION CONSTRUCTIONS PVT. LTD.

*Siddhartha Gupta*  
Director

ALMOUR CONSTRUCTION  
*Abhijit Bhattacharjee*  
Parties:-

*Vinida Aggarwal*  
for ROYALVISION CONSTRUCTIONS PVT. LTD.  
*Vinida Aggarwal*



Dumdum, Kolkata- 700074 and (2) **SMT. VINITA AGARWAL** (having PAN **ADKPA9449A**) w/o Sri. Vishnu Agarwal, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 33, Rash Behari Avenue, P.O. - Kalighat, P.S. - Tollygunge, Kolkata - 700026 and their respective heirs, executors, administrators, representatives and assigns.

3. **DEVELOPER/PROMOTER: M/S ALMOUR CONSTRUCTION** (having PAN No. **ABJFA2812L**) a registered Partnership firm having its registered office at 12, Russa Road (East), 2<sup>nd</sup> Lane, presently known as Chirmoy Chattopadhyay Sarani, 1st floor, P.O. - Tollygunge, P.S. - Charu Market, Kolkata - 700033, being represented by its Partners 1) **SMT. SHIKHA MODANI** (having PAN No - **AEJPM1038D**) w/o Sri Sanjay Modani, by faith - Hindu, by occupation - Business, by nationality - Indian residing at 137, S. P. Mukherjee Road, Flat No -3D, Kolkata - 700026. P.O. - Kalighat, P.S. - Tollygunge, District - South 24 Parganas. (2) **SRI ABHIJIT BHATTACHARJEE** (having PAN **AHYPB3591N**) s/o Late Krishna Kamal Bhattacharjee, by faith - Hindu, by occupation - Business, by nationality - Indian, Residing at Pitama House, Pratapgarh, P.O. - Narendrapur, P.S. - Sonarpur, Kolkata - 700103, District - South 24 Parganas.

4. **BUILDING**: Shall mean the residential flat system multi-storied building to be constructed on the said landed property in accordance with the building plan to be sanctioned by the Rajpur Sonarpur Municipality at the said premises mentioned in the Schedule hereunder written.

5. **BUILDING PLAN**: Shall mean such plan as prepared by the Architect for the construction of the said property yet to be sanctioned by the Rajpur Sonarpur Municipality at the cost of the Developer.

6. **COMMON FACILITIES AND AMENITIES** : Shall include corridors, stair-ways, parapet walls, terraces, passage, ways, shafts, (drive-ways) septic tank/pump room, overhead water tank, under-ground water reservoir, ultimate roof, meter space, lifts and other space/facilities whatsoever required for the establishment, location, enjoyment provision, maintenance and/or management of the building and/or all other parts of the

ALMOUR CONSTRUCTION

*Shikha Modani*

Partner

ALMOUR CONSTRUCTION

*Abhijit Bhattacharjee*

Partner

VISION CONSTRUCTIONS PVT. LTD.

*Shikha Modani*

Partner

*Vinita Agarwal*

Partner

*Vinita Agarwal*

property normally used for common use. However, while computing the super built up area, floor area, proportionate area of stair-ways, landing corridors, provision for common facilities and the space required thereof shall be included.

**7. LAND OWNERS' ALLOCATION:** Shall mean the **38% (THIRTY EIGHT PERCENT)** of the total project area including the garage portion in said building which is to be allocated to the Land Owners as the part of Land Owners Allocation in accordance with the terms and conditions of these presents including proportionate share in the common facility and amenities on pro-rata basis as fully and particularly set out in the **Schedule number 'C'** hereunder written. Moreover, if there is any addition in sanction plan in future after first sanction plan by the competent authority of Rajpur Sonarpur Municipality, the Land Owner's allocation in this addition will be the same i.e. **38% (THIRTY EIGHT PERCENT)** of the project area in the said building.

**8. DEVELOPER' S ALLOCATION:** Shall mean the balance **62 % (SIXTY TWO PERCENT)** of the total project area in said building to be constructed on the property after allocation to the Land Owners including proportionate share in the common facility and amenities and the land comprised in the said property on pro-rata basis as fully and particularly set out in the **Schedule number 'D'** hereunder written. Moreover, if there is any addition in sanction plan in future after first sanction plan by the competent authority of Rajpur Sonarpur Municipality, the Developer's allocation in this addition will be the same i.e. **62 % (SIXTY TWO PERCENT)** of the project area in the said building.

**9. SUPER BUILT UP AREA:** Shall mean the built up area of flats in each floor of the building of the said property to be constructed plus proportionate built up area of stairs, corridors, landings, lobbies, from ground floor to the roof of the building, underground and overhead water reservoir, septic tank, drainage, sewerage, pipe line, electric meter space, lift room area, duct area, open spaces around the building of the said premises, main entrance gate, boundary wall and other common areas and accessories of each of the Building thereon.

ALMOUR CONSTRUCT

*Shilpa Mishra*

Partner

*Shilpa Mishra*

*Vinod Agarwal*

ALMOUR CONSTRUCT

*Abhijit Bhattacharya*

Partner

*Vinod Agarwal*



10. **TRANSFER** : Shall mean with the grammatical variation shall include a Voluntary transfer of possession and any other means adopted for effecting what is understood as voluntary transfer of space in a building to the intending purchaser or purchasers thereof subject to compliance with the law to regularize the same.

11. **TRANSFeree**: Shall mean any person to whom any floor area together with the proportionate share of land in the premises to be/shall be transferred.

12. **UNIT OR SPACE FOR OCCUPATION**: Shall mean the space in the building available for independent use and occupation after making due provision for common facilities equally for all the flats and the space required thereof.

13. **ARBITRATOR** - In case of any dispute and differences or question arising between the parties hereto with regard in this agreement, the same shall be referred to an Arbitrator which shall be appointed according to The Arbitration And Conciliation Act 1996.

14. **SPECIFICATION**: Shall mean specification mentioned in the Second Schedule of specification annexed hereto.

15. **COMMON EXPENSES**: Shall mean and include expenses for repair, maintenance, up-keep, safe- protection of common areas, common facilities, common amenities.

16. **THE ARCHITECT**: Shall mean M/S SANYALSON ASSOCIATES CONSULTANTS PRIVATE LIMITED, 157, Kanungo Park, Kolkata -700084 for both Designing and Planning of the building on the said land.

17. **WORDS**: Importing singular shall include plural and vice-versa.

18. **THIS AGREEMENT**: Shall be deemed to have commenced on and with effect from the date of execution of this Development agreement.

LEADOUR CONSTRUCTION

*Shilpa Madam*  
Partner

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*Ashjit Chatterjee*  
Partner

TRIVISION CONSTRUCTIONS PVT. LTD.

*Siddhanta Mishra*  
Partner

*Vinod Agard*  
Partner

*Vinod Agard*  
Partner



**ARTICLE-II: PAYMENT**

1. This agreement on the part of the Land Owner is to allow the Developer to commercially exploit the same and to develop the said property, Being inter-alia on consideration, that the Land Owner shall not be liable to make any payment on account of the Land Owners allocation and/or Land Owner shall be entitled to retain the Land Owner's allocation as and when the proposed building would be completed. However the Land Owner will be liable to furnish all relevant documents in support of the clear title of the land. Moreover, the Developer may also take action in order to obtain such documents from competent authority on behalf of the Land Owner.

2. That in consideration of the foregoing landed property the Developer has agreed to pay to the Land Owner a sum of **Rs. 10,00,000/- (Rupees Ten Lakhs Only)** as a **Security Deposit interest free** paid or to be paid in the manner as more fully described in Schedule "B" referred hereunder.

However, it has been mutually agreed between both the Parties that the Land Owner will refund the entire **Security Deposit of Rs. 10,00,000/- (Rupees Ten Lakhs Only)** immediately on First booking out of their Allocation.

**ARTICLE-III: RESPONSIBILITY OF THE DEVELOPER**

After execution of this agreement, the Developer herein shall prepare a building plan through their Engineer/Architect/L.B.S and shall submit the same before the Rajpur Sonarpur Municipality by getting proper signature of the Land Owner herein and after getting sanction thereof the Developer herein shall start the construction of the proposed building at the costs, risks and responsibilities of the Developer herein and after completion of the building over the said land the Developer herein shall deliver possession of the Land Owner's Allocation to the Land Owner herein in completely finished condition in all respect at his own risks and liabilities and the balance area i.e. Developer Allocation shall be owned, seized, possessed and occupied by the Developer and both the parties shall be liable to pay the proportionate rates and taxes in respect of their respective

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*Kishor Challa Chappi*  
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*Srinivas Reddy*  
Director

ROYALVISION CONSTRUCTION

*Srinivas Reddy*  
*Srinivas Reddy*

allocated portions thereof. Upon completion of the construction of the said building and on formation of the Holding organization or Association for the management and maintenance of the said building shall be vested upon the holding organization or Association. Until the Holding organization or Association is formed, the Building shall be managed and maintained by the Land Owner and the Developer jointly as per super built up area occupied by the respective parties and the costs of maintenance and other expenses relating thereto shall be payable by the Land Owner and the Developer and other intending Purchaser of the newly constructed building according to the ratio of their allocated area of the building.

#### ARTICLE-IV : COMMON RESPONSIBILITY

1. After execution of this Agreement made in terms hereof, the Land Owner hereby shall grant exclusive right to the Developer to prepare Building Plan and to submit the same by obtaining necessary signature of the Land Owner herein over the said building plan and it is specifically mentioned herein that the said application for sanction of the building plan shall be done by the Developer at their own costs and also shall make payment of all the relevant rates and taxes to the concerned authorities from the date of execution of this agreement and after obtaining sanction plan thereof at the costs of the Developer, the Developer herein shall start construction over the said property in pursuance of the said sanctioned building plan and complete the same at their own costs and responsibilities by engaging their men, masons, labour, contractor.

2. That the Land Owner herein shall execute a General Power of Attorney in favour of the Developer empowering the Developer to appear before any appropriate authority/authorities for getting sanction building plan, to deposit fees and other necessary works for such sanction and also to do all other necessary act or acts for the construction and development of the said property and also to appear before the Registering Authority i.e. Registrar of Assurances Kolkata, District Sub Registrar-IV, Alipore, A.D.S.R. Sonarpur, and submitting the Conveyances, Deeds and Acts etc for Registration and also empowering the Developer to put signature on Developer's Allocation over the Deed of Conveyances. And at the time of selling the Land owner's

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*Shikha Madan*

Partner

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*Abhijit Chatterjee*

Partner

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*Shikha Madan*

Director

*Vinod Agard*

CRYSTALVISION CONSTRUCTIONS PVT. LTD.

*Vinod Agard*



allocation by the Land Owner the developer will put their signature in the sale deed as developer/confirming party.

3. That the Developer herein shall abide by all the laws, by-laws, rules, regulations of the Government, Semi-Government, Local Bodies, Municipality or any other competent authorities as the same may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, by-laws, rules and regulations.

4. That the Developer herein shall complete the construction of the said multi-storied building as per the Sanctioned Building plan of the Rajpur-Sonarpur Municipality in all respects within **36(Thirty Six)** months from the date of sanction of the building plan by the competent authority. The plan must be submitted to the concerned authority for sanction within **6(Six)** months from the date of execution of the Agreement. The date of submission of Sanction Plan within **6(Six)** months by the Developer will be applicable on receipt of all documents from Land Owner. It is hereby noted that the said period of construction may be extended for a period of further **6 (six)** months in case of any natural calamity such as heavy rain, flood, earthquake, shortage of raw materials in the open market, riot and other unavoidable circumstances. The Developer can enter into any agreement with the intending Purchaser/ Purchasers for transfer of the Developers allocation but the Developer cannot execute the Deed of Conveyance before handing over the Land Owners allocation.

5. If the developer fails to handover the possession of the flat even after completion of additional time of **6 (Six)** months then the developer will pay an amount of **Rs.10,000/- (Rupees Ten Thousand Only)** per month to the Land Owner.

6. That upon completion of the new Ownership building the Developer shall put the Land Owner in undisputed possession of the Land Owners allocation along with completion certificate to be issued by the Municipal Authority together with the rights in common to the common facilities and amenities.

7. The Land Owner and the Developers shall exclusively be entitled to the respective

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*Srinath Gupta*

*Vinaya Agarwal*

TRIVISHI CONSTRUCTIONS

*Vinaya Agarwal*



share of allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein what so ever of the other and the Land Owner will not in any way interfere with or disturb the quite and peaceful possession of the Developers allocation.

8. That as soon as the building is completed and after getting Completion Certificate from the Concerned Municipal Authority, the Developer shall give written notice to the Land Owner requesting the Land Owner to take possession of the Land Owners allocation in the building and after 30 days from the date of service of such notice and at all times there after the Land Owner will be exclusively responsible for payment of all Municipal and Property Taxes, rates, duties and other public outgoings and impositions what so ever in respect of the Land owners allocation.

9. That the Land Owner will not do any act, deed or thing where by Developer shall be prevented from construction and completion of the said Proposed Ownership Building.

10. That neither party shall use or permit to be used the respective allocation in the new building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/Occupiers of the Apartments of the building.

11. That neither party shall make any structural alteration in their respective allocation without the previous consent of the other PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.

12. The developer will not mortgage the property before any financial organization, bank, NBFC, Individuals or any Firm.

SEYMOUR CONSTRUCTION

*Shikha Modan*

Partner

SEYMOUR CONSTRUCTION

*Ashjidh Challaclagie*

Partner

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*Shikha Modan*

*Vinida Aggarwal*

*Vinida Aggarwal*

**ARTICLE-V : RIGHTS AND PRIVILAGES OF THE DEVELOPER**

a) That save and except those portion, flat/commercial space which shall be kept reserved for the Land Owner, the Developer shall be entitled to sell and/or transfer all the flats/commercial space of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the Developer.

b) That the Developer shall be entitled to receive the entire consideration money in respect of the Developer allocation only from the intending buyers against issuing proper receipt thereof.

c) That the Land Owner shall have no right and/or liberty to interfere in those transaction made between the Developer and the intending/buyers in any manner whatsoever and further the Land Owner shall not be entitled to claim the profit of the said venture or part thereof on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Land Owner's Allocation.

d) That the Developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment or consideration or in any issue, in any term as the Developer may think fit and proper.

e) That the Developer shall be entitled to execute all or any sort of Agreement with any intending flat or space buyer/buyers and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flat/space of the building under the Developer allocation only, after handing over the possession of the Land Owner to their allocation and further shall be entitled to be present before the Registration office or offices for the registration of all those Deeds of documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of Land Owner and for that purpose the Land Owner will execute a General Power of Attorney in favour of the Developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the under marketed

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*Shilpa Madani*  
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*Abhishek Chhabra*  
Partner

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*Siddhant Gupta*

*Vandana Aggarwal*  
VISIONARY



impartible proportionate share of the entire land under Schedule "D" property in favour of the flat buyers and the Land Owner will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers. That it is expressly mentioned here that the Developer shall have to give possession of the flats under the Land Owners Allocation immediately after completion of the building.

*Achjit Bhattacharya*

f) That during the period of construction of the proposed building the Developer shall be in absolute possession of the said property and the Land Owner shall not be entitled to disturb the possession of the Developer in any manner whatsoever.

#### ARTICLE-VI: LAND OWNER'S OBLIGATIONS AND PRIVILEGES

1. That the Land Owner do hereby declares that he has absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the schedule below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of Rajpur Sonarpur Municipality /or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is free from all encumbrances; the Developer herein has entered into this Agreement. That the Land Owner shall at the time of execution of this present deliver the entire original documents regarding the Title of the land, Other papers and documents against proper receipts from the Developer. The Developer will give due acknowledgement to the Land Owners towards receipts of Original Documents.

2. That the Land Owner shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But shall have absolute right & authorities to inspect the main structural part of the building as well as construction of Land owners portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be rectified by the Developer.

ALMOUR CONSTRUCTION

*Shilpa Mondal*

PARTNER

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*Achjit Bhattacharya*

PARTNER

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*Siddhanta Mishra*

*Vinod Agarwal*

ROYALVISION CONSTRUCTIONS PVT. LTD.

3. That the Land Owner shall not be required to share or pay any portion of costs of construction of the proposed building including the cost of construction of the Land Owner's allocation which will be solely borne by the Developer.

4. The Land Owner shall have the right to sell, transfer the flats under their allocation to any third party to their own discretion. The Developer shall have no interference to that effect in any manner whatsoever.

### ARTICLE-VII: CANCELLATION AND JURISDICTION

1) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the first page of this present and will be communicate by postal service or personal peon services and letter, notice served upon either of the parties by others.

2) The Court within District 24 Pargaras (South) shall have the Jurisdiction to entertain and try in accordance with the law, suit and proceedings arising out of this Agreement.

3) It is also worth to mention that if there is any legal drawback regarding the Title of the land, the Developer shall start the construction work after getting the land free from all encumbrances. The period of time spent for getting the land free from encumbrances will not be included for the stipulated time period of construction.

4) Both the parties do hereby undertake to co-operate with each other in all respect to materialize the said development project within the stipulated time of 36(Thirty six) months from the date of receipt of sanction of the building plan by the competent authority.

ALMOUR CONSTRUCTION

*Shikha Madan*

Partner

ALMOUR CONSTRUCTION

*Abhijit Chellachajje*

Partner

For ROYALVISION CONSTRUCTIONS PVT. LTD.

*Shikha Madan*

*Vinod Agarwal*

For ROYALVISION CONSTRUCTIONS PVT.

*Vinod Agarwal*



5) If it is seen that the Developer is will fully not obtaining the sanction building plan then the Land Owner will have every right to rescind this agreement.

**ARTICLE-VIII: ARBITRATION**

In case of any dispute and differences or question arising between the parties hereto with regard in this agreement, the same shall be referred to an Arbitrator which shall be appointed according to THE Arbitration And Conciliation Act 1996.

**ARTICLE- IX: DEVELOPER'S OBLIGATION**

1. That the Land Owner herein shall be entitled to transfer or dispose of the Land Owner's Allocation to their nominees without disturbing the Developer's Allocation situated thereon with the exclusive right to deal with or to enter into any agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Developer and the Developer or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Land Owner's Allocation or any person or persons claiming through or nominee or nominees of the Land Owner's.

2. That the Developer herein, after completion of the entire construction of the said building and after delivery of possession of the Land Owner's allocation, shall be entitled to transfer or dispose of the flats of the Developer's allocation to their nominee or nominees without in any way distracting the Land Owner's allocation situated thereon with the exclusive right to deal with or to enter into any agreement for sale and transfer the same without any right, claim, demand, interest whatsoever or however of the Land Owner and the Land Owner or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer allocation or any person or persons claiming through or the nominee or nominees of the Land Owner's.

M. MOUR CONSTRUCTION

*Shilpa Madan*  
Partner

M. MOUR CONSTRUCTION

*Neeljit Challaclajje*  
Partner

*Sirajuddin Khan*

*Vinod Agarwal*

*Vinod Agarwal*

3. That as soon as the Residential Building is completed, the Developer shall at first collect the necessary completion certificate from the competent authority of Rajpur Sonarpur Municipality and shall hand over the peaceful possession of the Land Owner's allocation to the Land Owners along with the completion certificate and Deed of Delivery of Possession before handing over the possession to the intending purchaser or purchasers of the Developer's allocation in the said building and on and from the date of putting the Land Owner in possession of his allocation and at all times thereafter the Land Owner shall be exclusively responsible for payment of all Municipal and property taxes, duties and dues and other statutory outgoings and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as the SAID PARTS payable in respect of the Land Owner's allocation and equally the Developer shall be exclusively responsible for payment of all the said rates payable in respect of the Developer's allocation. The said rates to be apportioned pro-rata with reference to the constructed area in the building if they are levied on the building as a whole. The Certificate of the Architect/Registered Engineer for the time being in respect of the said building as to be for the completion of the said building and the quality shall be final and binding upon the parties.

4. That the parties shall punctually and regularly pay the said rates to the concerned authorities or to such other person or persons or concern as may be mutually agreed between the parties.

THE SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece or parcel of homestead land (Bastu in L.R record ) measuring 10(ten) cottah 10(Ten) Chittak be the same a little more or less together with one tile shed structure measuring an area of 100(one hundred) sq.ft lying and situated at Mouza-<sup>WITH CEMENTED FLOOR</sup> Manikpur, Pargana Magura ,R.S No-226, District Collectorate Touzi- No-412, J.L No-77, under R.S Khatian-178, L.R Khatian No. 2531, appertaining to L.R Dag and R S Dag No-182 ,measuring land area of 4(Four) cottah 10 (Ten) chittak and R.S. Dag No-182/701

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*Shri Mahesh*  
Partner

FOR ROYALVISION CONSTRUCTIONS PVT. LTD.

*Shri Mahesh*

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*Achjit Challaogee*  
Partner

*Vinod Aggarwal*  
*Vinod Aggarwal*

*Achjit Challaogee*



measuring land area of 6(Six) cottah within local limits of Rajpur-Sonarpur Municipality, Ward No-23, Holding No-345, Subhas Block, within A.D.SR Office & P.S.- Sonarpur, District- South 24 Parganas. The property is butted and bounded as follows:-

ON THE NORTH : Property of Kali Charan Nath and Others ✓  
 ON THE SOUTH : 20' Wide Municipal Road ✓  
 ON THE EAST : Property of Kali Charan Nath and Baburam Nath ✓  
 ON THE WEST : Property of Smt. Jayrani Nath ✓

NEAREST ROAD: N. S. C BOSE ROAD

THE SCHEDULE "B" ABOVE REFERRED TO

Sl.No.	Mode of Payment	Name of Issuing Bank & Branch	Date of Payment	Amount (Rs.)
1.	CHEQUE NO: 026652	CENTRAL BANK OF INDIA, TOLLYGUNGE BRANCH	28.10.2017	5,00,000/-
2.	CHEQUE NO: 026681	CENTRAL BANK OF INDIA, TOLLYGUNGE BRANCH	12.03.2018	5,00,000/-
			TOTAL	10,00,000/-

ALMOUR CONSTRUCTION

*Shilpa Mukherjee*  
Partner

ROYALVISION CONSTRUCTIONS PVT. LTD.

*Siddhanta Kishor*  
Director / Authorized Signatory

ALMOUR CONSTRUCTION

*Abhijit Bhattacharjee*  
Partner

*Vinod Ag and*  
ROYALVISION CONSTRUCTIONS PVT  
*Vinod Ag and*

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**(LAND OWNERS ALLOCATION)**

Shall mean the **38% (Thirty Eight percent)** of the total project area including the garage portion in said building which is to be allocated to the Land Owners as the part of Land Owners allocation in accordance with the terms and conditions of these presents including proportionate share in the common facility and amenities on pro-rata basis. Be it mentioned that the allocation of **38% (Thirty Eight percent)** will be allocated in the following manner :-

On 2<sup>nd</sup> Floor, Flat No: 'A' and 'C',

On 3<sup>rd</sup> Floor, Flat No. 'B' and 'D'.

On 4<sup>th</sup> and Top Floor Flat No: 'A' and 'C', together with 03(Three) numbers of Car Parking Space and **38% (Thirty Eight percent)** of the Commercial Area, if any, of the proposed building as per the sanction plan.

Moreover, if there is any addition in sanction plan in future after first sanction plan by the competent authority of Rajpur Sonarpur Municipality, the Land Owner's allocation in this addition will be the same i.e. **38% (Thirty Eight percent)** of the project area in the said building.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
**(DEVELOPERS ALLOCATION)**

Shall mean the balance **62% (Sixty Two Percent)** of the total project area in said building to be constructed on the property after allocation to the Land Owners as above including proportionate share in the common facility and amenities and the land comprised in the said property on pro-rata basis. Moreover, if there is any addition in sanction plan in future after first sanction plan by the competent authority of Rajpur Sonarpur Municipality, the Developers allocation in this addition will be the same i.e. **62% (Sixty Two Percent)** of the project area in the said building.

ALMOUR CONSTRUCTION

*Shilpa Mudan*

Partner

ALMOUR CONSTRUCTION

*Arpita Chatterjee*

Partner

For ROYALVISION CONSTRUCTION

*Vinod Agarwal*

Director

*Vinod Agarwal*

For ROYALVISION CONSTRUCTION

*Vinod Agarwal*

Director



SCHEDULE "E" AS REFERRED TO ABOVE

(The common parts/ Common Areas and Facilities)

1. Drains and sewers from the premises to the municipal Duct.
2. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
3. The Drivers, Durwans, Maintenance Staff Rest Room with electrical wiring, switches and points, fittings and fixtures, (if any)
4. Boundary walls of the premises including outside of the walls of the building and main gates.
5. Water pump and motor with installation and room therefore.
6. Water pump overhead tanks and pipes and other common plumbing installations and spaces required thereto.
7. Electrical wiring meters and fittings and fixture for lighting the staircases lobby and other common areas (excluding those that are installed for any particular unit and spaces required therefore.)
8. Windows/Doors/Grills and other fittings of the common area of the premises.
9. Such other common parts, areas, equipment, installations, fixtures, fittings covered and open space in or about the said premises and/or building as are necessary for passages for use and occupancy of the units as are easement of necessity.

ALMOUR CONSTRUCTION

*Shilpa Madan*  
Partner

ROYALVISION CONSTRUCTIONS PVT. LTD.

*Rishabh Gupta*  
DIRECTOR / AUTHORIZED SIGNATORY

ALMOUR CONSTRUCTION

*Achjit Bhalla Chagie*  
Partner

ROYALVISION CONSTRUCTIONS PVT. LTD.

*Vinay Agrawal*  
DIRECTOR / AUTHORIZED SIGNATORY

SCHEDULE "F" AS REFERRED TO ABOVE  
(Common expenses)

1. All costs of maintenance, operations, repairs, replacement services and painting, rebuilding, reconstructing, decorating, redecorating of all other common areas/parts, its fixtures, fittings, electrical wiring and equipment in under or upon the building, enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftman etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion, etc., if insured.
4. Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Sinking Fund and other contributions, if any.
6. Municipal and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion of lands.
7. Costs and establishment and operational charges of the Developer or the Association or the Co-operative Society or Private Limited Company relating to common purpose.
8. All such other expense and outgoings as are deemed by the Developer and/or the Association or Co-operative Society or Private Limited Company to be necessary for or incidental thereto.
9. Electricity expenses for lighting all the common parts, outer wall of the building, parking space and for operation of all the common areas.

Note:- Extra work will be done by the Developer on payment of extra charges for the same.

ALMOUR CONSTRUCTION

*Shiba Modan*

Partner

For ROYALVISION CONSTRUCTIONS PT.

*Sushila Kish*

Director

*Vinida Aggarwal*

For ROYALVISION CONSTRUCTIONS

*Vinida Aggarwal*

Partner

ALMOUR CONSTRUCTION

*Heljit Khallidgarje*

Partner



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

SIGNED AND DELIVERED AT KOLKATA

in the presence of.

WITNESSES:

1. Santay  
(SANTAY MODANI)  
1811, MAHARAJHI DEVENDRA ROAD  
KOLKATA - 700007  
S/o SRI SATYA NARAYAN MODANI

2. Vishnu Aggarwal  
33, Dutt Behn Area  
K-1 - 2c  
S/o Sri Karli Lal Aggarwal

PROVALSON CONSTRUCTION'S PVT  
SINOSHNA KUMAR  
Vishnu Aggarwal  
Vishnu Aggarwal

SIGNATURE OF THE LAND OWNERS

ALMOUR CONSTRUCTION'S PVT  
Shikha Modani  
ALMOUR CONSTRUCTION'S PVT  
Abhijit Chakraborty

SIGNATURE OF DEVELOPER

DRAFTED BY ME Manmohan Roy  
ADVOCATE, ALIPORE POLICE COURT Advocate (No. 15 733/2001)  
KOLKATA - 700 027

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 10,00,000/- (Rupees Ten Lakhs) only as and by way of refundable security money under this Agreement as per memo below:-

Sl.No.	Mode of Payment	Name of Issuing Bank & Branch	Date of Payment	Amount (Rs.)
1.	CHEQUE NO: 026652	CENTRAL BANK OF INDIA, TOLLYGUNGE BRANCH	28.10.2017	5,00,000/-
2.	CHEQUE NO: 026681	CENTRAL BANK OF INDIA, TOLLYGUNGE BRANCH	12.03.2018	5,00,000/-
			TOTAL	10,00,000/-

(RUPEES TEN LAKHS ONLY)

WITNESSES:

1. Sambhu  
(SANJAY MODANI)  
18/1, MAHARANI DEVENDRA ROAD  
KOLKATA - 700007  
S/o SRI SATYA NARAYAN MODANI

2. Vishnu Agard  
Vishnu Agard  
33, Rishi Behari Area.  
Kot. 26

S/o Sri Kashi Pd. Agard. Sikanda Gupta  
For ROYALVISION CONSTRUCTIONS PVT. LTD.

For ROYALVISION CONSTRUCTIONS PVT.

Sikanda Gupta

DIRECTOR - APPROVED COPY

Vishnu Agard

For ROYALVISION CONSTRUCTIONS

Vishnu Agard

SIGNATURE OF THE LAND OWNERS

For ROYALVISION CONSTRUCTIONS PVT.

Vishnu Agard

ALMOUR COPY

Shilpa Modani

PARTNER

ALMOUR COPY

Achint Bhallachajee

PARTNER



SPECIFICATION OF LAND OWNERS ALLOCATION	
BUILDING	: Reinforced cement concrete footings.
STRUCTURE	: R.C.C. Frame structure.
BRICK-WORK	: Made of 1 <sup>st</sup> Class Bricks/Fly-ash Bricks. Internal WALL: 1:4 Cement Mortar 75 / 125 mm, External WALL: 200mm. 1:6 Cement Mortar.
ALL FLOOR	: Entirely finished with Vitrified floor tiles (size 24"x24")/Ivory / grey color. SKIRTING: 4' Vitrified floor tiles.
TOILET & W.C.	: Two Commode European Type with High Density P.V.C. Cistern, O/H Shower (C.P.), With hot cold line in Both the toilets.  Washbasin  Toilet wall: door Height colour Glazed Tiles 12"x10"(IVORY)  Floor: Anti skid Ceramic/ Vitrified/ Marble floor tiles. ( 12" X 12") plain color, W.C. : Entire wall upto door height finished with Glazed Tiles
KITCHEN	: a) Cooking Platform: BLACK STONE with GRANITE b) STAINLESS STEEL SINK. c) Up to 2' on kitchen top Glazed Tiles FLOOR: Anti skid Ceramic/Vitrified floor tiles
DOOR	: Main & Inside: 35 mm thick flush door phenol bonded , Godrej night latch will be provided on the Main door with one eye hole with Aluminum tower bolt and door stopper.
WINDOW	: Steel Glazed Window with Grill.

*Shobha Madan*  
Partner

For ROYALVISION CONSTRUCTIONS PVT. LTD.

*Shobha Madan*

Director / Authorized Signatory

FOR ROYALVISION CONSTRUCTIONS PVT. LTD.

*Neeljit Bhalla Dargie*  
Partner

*Vinod Agarwal*

For ROYALVISION CONSTRUCTIONS PVT.

*Vinod Agarwal*

Director / Authorized Signatory