# REGULTION arial Certificate

Alipore Controlling appointed by the Central Government and Practising as a NOTARY in the district of 24-Paraganas of the State of West Bengal within the Union of India, do nereby declare and certify that the Paper Writings collectively marked 'A' annexed nereto, hereinafter called the "Paper Writings A" are presented before me by the executant (s),

P.S. Ballygunge KO1-20 and M/l. Monica Manne ling Port. 2to. of-201

"executant (s)" having admitted the execution of the "Paper Writings A" in spective hand (s), in the presence of the witness (es), who as such, subscribe (s) gnature (s) thereon, and being satisfied as to the identity of the executant (s), and the lid execution, I have authenticated verified and attested the execution of the "Paper ritings A" and testify that the said execution is in the respective hand (s) of the secutant (s).

NACT WHEREOF being required of a Notary. I have granted THESE PRESENTS my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or ay require.

NOTARY DE REGU. NO. A GOS/05 NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Notarial Stamp

IN FAITH AND TESTIMONY WHEREOF
I, the said Notary, have hereunto set and
subscribed my hand and affixed my Notarial
seal on this the

day of ......

A. K. SINHA Notary

Govt. of India Regd. No. 608 of 1995

Dist.: 24-Parganas

Alipore Police Court, Culcutta-27 Phone : 2479-1068

Resi.: 8A, Nakuleswar Bhattacharjee Lane, Calcutta - 700 026 Phone : 2463-6454





एक सौ रुपये



Rs. 100

ONE HUNDRED RUPEES

आरत INDIA INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

X 924043

THIS AGREEMENT FOR DEVELOPMENT made this the distriction of MAY. 2017 BETWEEN (1) M/S. ALL WELL MARKETING PRIVATE LIMITED (PAN-AACCA7923M), a Company incorporated under the Companies Act, 1956, having its registered office at 2, Rowland Road, P.S-Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700 020, represented by its director Mrs. Jaishree Dabriwal, wife of Dwarka Prasad Dabriwal residing at 2, Rowland Road, P.S-Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700020



1 1 MAY 2017

No. -837. Date.

Name.

Address.

Rs. (DD)

Pijush Kanti Chakraborty
Lisense Stump Veger

Korkata-700 027

AND (2) M/S. MONICA MARKETING PRIVATE LIMITED (RAN-50 AACCM2076M), a Company incorporated under the Companies Act, 1956. having its registered office at 2, Rowland Road, P.S-Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700020, represented by the its director Mr. Sanjoy Das, son of late Subhas Chandra das residing at 17A, Dalimtola Lane, Burtola, P.O-Bedon Street, Kolkata-700 006; collectively hereinafter referred to as the OWNERS (which expression shall mean and include each of their successors-in-interest and/or assigns) of the FIRST PART; AND M/s ALLMON EMERALD LLP (PAN- ABHFA9580B), a registered Limited Liability Partnership Firm, having its office at 2, Rowland Road, P.S-Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700020, represented by Its Designated Partner Mrs. Jaishree Dabriwal, wife of Dwarka Prasad Dabriwal residing at 2, Rowland Road, P.S-Ballygunge, P.O- Lala Lajpat Rai Sarani, Kolkata-700 020 hereinafter referred to as the DEVELOPER (which expression shall mean and include his successors-in-interest and/or assigns) of the SECOND PART.

#### WHEREAS:

A. Originally one Snehamoyee Mandal had several rayati land appertaining to C.S. Dag No. 41, covered by (Hal) Khatian No. 549, within the mouza-Ramchandrapur Gram, J.L No. 31, R.S No. 338, Touzi No. 426 B 1, P.S-Thakurpukur, District 24 Parganas.

The said Snehamoyee Mandal by a Bengali Deed of conveyance dated 11.1934 sold her entire right, title, to one Sadhan Chandra Naskar and said Sadhan Chandra Naskar filed an ejectment suit and got the same suit in his favour to eject one Chandra Mal appertain an area of land .71 decimals under Khatian No. 251and Dag No. 41 of Mouza Ram Chandrapore.

16 MAY 2017

C. In the meantime said Sadhan Chandra Naskar entered into an agreement with one Smt. Suniti Mala Danial on 5.7.1966 appertaining to an area measuring more or less 8 Cottahs of land and the said Sadhan Chandra Naskar refused to sell the said land which was covered by the agreement.

- D. The said Suniti Mala Danial filed a suit for specific performance of contract against the said Sadhan Chandra Naskarbefore the Ld. 7th Sub Judge at Alipore in the year 1967 vide Case no. 6 of Civil Suit and in the meantime the said Sadhan Chandra Naskar died intestate on 10.7.1970 leaving behind his sons and daughters viz. 1. Arun Kumar Naskar, 2. Sudhanshu Naskar, 3.Bhupal Chandra Naskar, all sons of late Sadhan Chandra Naskar and three daughters 1. Smt. Kalpana Naskar, 2. Smt. Namita Naskar, D/o late Sadhan Chandra Naskar and Smt. Sabita Chandra, wife of sri Suresh Chandra and the said specific performance Contract suit transferred at 9th Sub Judge at Alipore for further judgment as Case No. 49 for 1969 and the said Sunity Mala Danial obtained the decree against legel heirs of Sadhan Chandra Naskar from the Ld. Court.
- E. The sons and daughters of the deceased Sadhan Chandra Naskar agreed and executed and registered all of their right, title and interest in respect of the said 8 Cottahs of land by a deed of sale dated 5.5.1971 registered at the office and the Jt. Sub-Registrar of Alipore at Behala in favour of Suniti Mala Daniel and the said deed of sale was entered in Book No.1, Volume no.23, Pages 218 to 226, Being no. 1487, for the year 1971.

otherwise well and sufficiently entitled to the Rayet Mokarari Land measuring more or less 8 Cottahs appertaining to C.S. Dag No. 41, and 44 covering by Khatian No. 251 and 549 of Mouza Ramchandrapur, J.L. No.

31, R.S. No. 334, Touzi No. 416 B I, P.S. Thakurpukur, sold conveyed

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with structure standing thereon to Smt. Swapna Chowdhury. The said deed of sale was registered on in the office of Sub Registrar alipore and entered in Book no.1,Page no. 143 to 153, Volume No. 16, Being no. 2662, fot the year1984.

- G. After purchase Smt. Swapna Chowdhury is in possession and enjoyment of all that piece ar parcel of land measuring more or less 8 Cottahs of land situate and lying at Mouza Ram Chandrapur, J.L. No.31, R.S. No. 334, Touzi no.416, appertaining to Dag No. 44 of 41 L.R. Khatian No. 1321/1, Dag No. 53, together with temporary structure measuring more or less 800 sq. ft and covered by boundary wall, P.S Thakurpukur, within the limits of Joka I, Gram Panchayet hereinafter called the said property and morefully described in First Schedule hereunder below.
- H. It is to mention here that in L.R. Settlement the name of Smt. Swapa Choudhury has been duly recorded in Khatian No. 1321/1, under Dag No.53.
- I. By a registered Deed of Sale dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 22, pages 65 to 80, being No. 08812 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to ALLWELL MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land

ngether with undivided 1/4th share of temporary structure measuring

pre or less 200 sq. ft out of 800 sq. ft of temporary structure situated and

ying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B

-1, appertaining to Dag No. 44 of 41 L.R. Khatian No.1321/1, in Dag No.

53 and covered by boundary wall, P.S- Thakurpukur, within the limits of

Joka I Gram Panchayet, South 24 Parganas further together with rights to the Owners abovenamed..

- J. By another registered Deed of Sale also dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 21, pages 7764 to 7779, being No. 08809 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to MONICA MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land together with undivided 1/4th share of temporary structure measuring more or less 200 sq. ft out of 800 sq. ft of temporary structure situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to Dag No. 44 of 41 L.R. Khatian No.1321/1, in Dag No. 53 and covered by boundary wall, P.S-Thakurpukur, within the limits of Joka I Gram Panchayet, South 24 Parganas further together with easement rights to the Owners abovenamed.
- K. By another registered Deed of Sale also dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 21, pages 7808 to 7823, being No. 08807 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to ALLWELL MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu

situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to Dag No. 44 of 41 L.R. Khatian No. 1321/1, in Dag No. 53 and covered by boundary wall, P.S- Thakurpukur,

together with undivided 1/4th share of temporary structure

within the limits of Joka I Gram Panchayet, South 24 Parganal together with easement rights to the Owners abovenamed.

- L. By another registered Deed of Sale also dated 20.9.2010 registered with A.D.S.R., Behala in Book No. 1, CD Volume No. 21, pages 7780 to 7795, being No. 08808 for the year 2010 the said Smt. Swapna Choudhury sold transferred and conveyed to MONICA MARKETING PVT LTD. for valuable consideration and absolutely for ever her said undivided 1/4th share measuring more or less 2 Cottahs of land out of 8 Cottahs of Bastu land together with undivided 1/4th share of temporary structure measuring more or less 200 sq. ft out of 800 sq. ft of temporary structure situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to Dag No. 44 of 41 L.R. Khatian No. 1321/1, in Dag No. 53 and covered by boundary wall, P.S. Thakurpukur, within the limits of Joka I Gram Panchayet, South 24 Parganas further together with easement rights to the Owners abovenamed.
- M. Thus the aforesaid Owners became the full and absolute owners of the aforesaid, total admeasuring 8 cottahs more or less of bastu land together with all easement rights in vacant peaceful possession thereof.
- N. The Owners abovenamed thereafter applied to the KMC for sanction of plan in respect of such aforesaid total undivided 8 cottahs more or less bastu land situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S.

No. 334, Touzi No. 416 B -1, appertaining to Dag No. 44 of 41 L.R. Khatian

1321/1, in Dag No. 53 and covered by boundary wall, P.S-

durpukur, within the limits of Joka I Gram Panchayet, South 24

Parganas for construction of a housing complex at the said premises

comprising of residential as well as commercial section and the KMC vide

Building Permit No. 2015140526 dated 17/12/15 sanctioned the housing

complex comprising of the multi-storeyed different flats punits, apartments, car parking spaces, commercial spaces and other areas, both open and covered.

- O. Thereafter the aforesaid Owners with the scheme for developing the said premises and constructing the housing complex in terms of sanctioned plan formed a Limited Liability Partnership Firm under the name and style of M/S ALLMON EMERALD LLP by and under an agreement dated 10/03/2017 which LLP was duly registered with the Registrar for Limited Liability Partnership, Kolkata comprising of only two partners namely the aforesaid Owners ALL WELL MARKETING PRIVATE LIMITED and MONICA MARKETING PRIVATE LIMITED.
- P. It is recorded that both the aforesaid Owners namely ALL WELL MARKETING PRIVATE LIMITED and MONICA MARKETING PRIVATE LIMITED have duly authorized the developer abovenamed in respect of each of their respective undivided half shares in the said Premises No. 280, Mahatma Gandhi Road, Ward no 142, P.S-Thakurpukur, Kolkata-700104 and thus the entirety of the said premises together with benefit of all the already sanctioned plan has been taken over by the said LLP and the said LLP is fully and absolutely entitled to employ its own further capital and complete the housing complex in terms of the sanctioned plan and to offer for sale of different units, apartments, flats, commercial

paces, car parking spaces and other open and covered areas comprised in the taid housing complex and to receive and collect the entire of the sale proceeds and consideration for such sale from the prospective and intending buyers and purchaser.

Q. It is recorded that pursuant to their mutual understanding with the Owners, the Developer herein, being the said LLP has started the

namely "RIDDHI SIDDHI EMERALD" at the entirety of the said premised described under the First Schedule hereto being Premises No 280, Mahatma Gandhi Road, Ward no 142, P.S-Thakurpukur, Kolkata-700104 and became entitled to enter into agreement for sale of different flats, units, apartments, commercial spaces, car parking spaces and other open and covered areas and to receive and collect the entire consideration for the same.

R. Pursuant to the request made by the Developer herein namely M/S ALLMON EMERALD LLP, the owners have agreed to execute a formal Agreement for Development of the scheduled premises recording the necessary terms and conditions as contained herein.

## NOW THIS AGREEMENT WITNESSETH as follows:

1. In lieu of the Owners themselves being the partners in the Developer LLP firm and further in view that the Owners as such partners would be entitled to share the profits of the project between themselves, the owners abovenamed have already fully authorized and empowered the Developer herein to carry out the development of the entirety of the said premises described under the First schedule hereto together with the benefit of all the sanctioned plans and permissions already taken or obtained by the owners in respect of the said premises provided that the

different flats, units, apartments, commercial spaces, car parking spaces and other open and covered areas comprised in the said housing complex and to receive the entire of the sale proceeds and consideration for such sale from the prospective and intending buyers, purchasers and

transferees. 1 6 MAY 2017

2. It is recorded the pursuant to this agreement as also pursuant to the authority already granted by the owners to Developer herein, the Developer has already started the construction of the new building and/or housing complex namely "RIDDHI SIDDHI EMERALD" at the entirety of the said premises described under the First Schedule hereto namely Premises 280, Mahatma Gandhi Road, Ward no 142, P.S-Thakurpukur,

Kolkata-700104 and shall be fully and absolutely entitled to enter into agreement

for sale of different flats, units, apartments, commercial spaces, car parking

spaces and other open and covered areas and to receive and collect the entire

consideration for the same provided that as and when called upon by the

Developer and/or requested by the Developer, the owners undertake to execute

and register the conveyance in favour of such intending and prospective

purchasers, allottees and transferees of the saleable areas.

3.

Since the owners themselves are the partners of the Developer LLP and they have signed all the plans and applications for sanction and permission and since the owners undertake to sign, execute and deliver all the applications, plans, deeds, documents and to register the same as may be required from time to time, there is no necessity of granting any power of attorney in favour of the Developer LLP firm provided that the owners through their Directors shall always be ready, willing and available for executing, signing, delivering and registering all the deeds, documents, papers and applications and to fulfill the requirement as required by the Developer.

The consideration for the owners to allow the commercial exploitation of the First

eduled premises shall be the sharing of profits by the Owners as the only

partners of the Developer LLP firm.

The developer shall carry out and complete the housing complex within a period of 36 months from the date hereof as per the Specifications set out under the

Second schedule hereto.



## THE FIRST SCHEDULE ABOVE REFERRED TO:

(Said Premises)

ALL THAT the piece and parcel of bastu land admeasuring more or less 8 Cottahs, situated and lying at Mouza Ram Chandrapur, J.L. No 31, R.S No. 334, Touzi No. 416 B -1, appertaining to Dag No. 44 of 41 L.R. Khatian No. 1321/1, in Dag No. 53, together with temporary structure measuring more or less 800 sq. ft and covered by boundary wall, P.S- Thakurpukur, within the limits of Joka I Gram Panchayet, South 24 Parganas, and butted and bounded in the following:-

ON THE NORTH:

40 ft. M.G Road;

ON THE EAST:

Subhasini Sardar's House and tank

( Plot no 45 and 46);

ON THE SOUTH:

44 no. C.S. Dag and building;

ON THE WEST:

C.S Dag No. 41 and 6 ft wide Road





## THE SECOND SCHEDULE ABOVE REFERRED TO:

(Specifications)

GENERAL FLOORING

: Vitrified Flooring;

INTERNAL WALLS AND : Plaster of Paris punning;

CEILING

BATH

: Semi-glazed ceramic tiles Dado upto 2 mtrs. With

tiles flooring;

KITCHEN

: Semi-glazed ceramic tiles dado upto 1.2 mtrs;

SANITARY

: Standard good quality fixtures and Fittings;

ELECTRICAL

: Concealed electric wiring system within the flats

with good quality switch boards;

WINDOWS

: Sliding aluminum window;

DOORS

: Good Quality flush door;

EXTERNAL WALLS

: Rendered in special weather proof paint;

Enamel painted M.S. Railing in stair and balcony.

LIFT

: LT or Equivalent



IN WITNESS WHEREOF the parties hereto have executed these presented day month and year first above written.

NOTARY REGU. NO. 608/95 presented the

JA, GOV

EXECUTED AND DELIVERED by the

OWNERS at Kolkata in the

presence of:

ROBERT KUMAR SAW 132, Regent colony, TOLY GUNGE, KOTKATU-700040 All Won Clarboiles For and

Sangey Das

EXECUTED AND DELIVERED by the

DEVELOPER at Kolkata in the presence

of:

Rugudu. Ham Parmanardice Ma3/B/1 G.T. Rod (Soum)

Howseh 711102

ALLMON EMERALD LIP

Designated Partner

identified by me

1 6 MAY 2017

Signature Attested on Identification

A. K. Sinha, Notary Allpore Judges/Police Court, Cal-27 Regd. No. 508/1995 Goet. of India



Dated this the day of 2016

BETWEEN

M/S. ALLWELL MARKETING (P) LIMITED
 M/S. MONICA MARKETING (P) LIMITED

131

...

... OWNERS

AND

M/S ALLMON EMERALD LLP

... DEVELOPER

#### AGREEMENT FOR DEVELOPMENT

C. K. DEORA & COMPANY Advocates 10, Old Post Office Street, Kolkata - 700 001





Paper Writings 'A' The Relative Notarial Certificate



A. X. Sinha

ALIPORE POLICE / JUDGES COURT



Govt. of India Regd. No. 608 / 95

#### ADDRESSES

Alipore Police Court

Room No -2

Telephone: 2479-1068

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8A, Nakuleswar

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Phone: 2463-6454

