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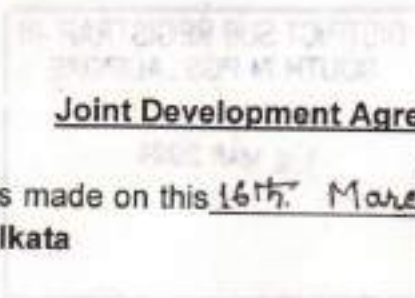
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Certified that the document is a duplicate
 registration of the agreement dated
 16/03/2021 between
 _____ and _____
 and is the part of the _____

16 MAR 2021



Joint Development Agreement

This Agreement is made on this 16th March Two Thousand and Twenty One at Kolkata

Between

Savit Kumar Maung
Vimal Agrawal

21205

No. _____
Name : Shree RSH Projects Pvt Ltd

Address : 234/3A A.J. C Bose Road

Rs. 1000

Kod-20

Kolkata Collection
11, Netaji Subhas Rd.,
Kolkata-1

Amit Kr. Saha
Licensed Stamp
Vendor

Date _____

25 FEB 2021



DISTRICT SUB REGISTRAR -II
SOUTH 24 PGS., ALIPORE
16 MAR 2021

Jagan Das
S/o Late, K. V. Das
of Alipore Police Const
Kod-27,
Rst for Alipore
Business.

Handwritten notes on the right margin, including a date '6/3/2021' and some illegible text.

BANDANA SALES PRIVATE LIMITED, a company registered under the companies Act 1956, having its Registered Office at "OmTower" Room No.302, 3rd Floor 32 Jawaharlal Nehru Road, Kolkata: 700071, (CIN:U70200WB2010PTC151096) (PAN- AAECB2228A), P.S: Shakespeare Sarani P.O - Park Street, through its Authorized Signatory **Mr. Vimal Agarwal** son of Rajaram Agarwal, having (PAN- AFLPA1351A) & (Aadhaar No- 385247609074) residing at Natural Heights, Phase-II, Block 3, Flat No- 5C, 137 VIP Road, Kolkata- 700052, P.S- Baguiati P.O- Airport, duly authorized by its Board of Directors vide Resolution dated 23rd February 2021; hereinafter referred to as "the **owner**" (which expression shall be deemed to mean and include its successors-in-interest and assigns) of the **One Part**;

And

SHREE RSH PROJECTS PRIVATE LIMITED, a Company registered under the Companies Act 1956, having its Registered Office at No.234/3A, A. J. C Bose Road, FMC Fortuna Tower, 5th Floor, Suite no. A10 & 11, Kolkata- 700020 (CIN:U45200WB2010PTC145024) (PAN-AAOCS3902Q), through its Authorised **Mr. Sunil Kumar Manna** son of Late Keshab Chandra Manna having (PAN- AQPPM4754J) (Aadhaar No.360515560892), residing at 26A,H/9 Ram Kamal Street, P.S- Watgunge, P.O- Kidderpore, duly authorized by its Board of Directors vide Resolution dated- 24th February 2021; herein after referred to as "the **Developer**" (which expression shall be deemed to mean and include its successors-in-interest nominee/s and assigns) of the **Other Part**;

Definitions and Interpretations:

1 **DEFINITIONS:** Unless in this Agreement there be something contrary or repugnant to the subject or context:-

1.1.1 **"Parties"** shall mean collectively the Owner and the Developer and "Party" means either the Owner or the Developer, as may be applicable.

1.1.2 **"Agreed Ratio"** shall mean the ratio of sharing or distribution in Realizations and several other matters referred to herein between the



DISTRICT SUB REGISTRAR -III
SOUTH 24 PGS., ALIPORE
16 MAR 2021

Owner and the Developer which shall be 40% (Forty Percent) of the Owner and 60% (Sixty Percent) of the Developer.

- 1.1.3 "Agreement"** shall mean this Agreement along with all annexures and schedule attached hereto and all instruments supplemental to or in amendment or furtherance of this Agreement, entered into in writing, in accordance with its terms contained herein;
- 1.1.4 "Applicable Laws"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, codes, guidelines, directions, judgments, decrees by any Governmental Body or Authority or local authority or judicial authority or statutory authority having jurisdiction, whether in effect on the date of this Agreement or thereafter.
- 1.1.5 "Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, Ownership, management, operation, implementation and completion of the Building, including any Completion Certificate and any Occupancy Certificate;
- 1.1.6 "Architect"** shall mean such person or persons and/ or firm or firms who may be appointed by the Developer from time to time at its own costs for preparation drawing and designing of the Plans and planning and supervision of the construction of the Building at the Plot and for all other matters which are connected therewith and/or incidental thereto;
- 1.1.7 "Building Plans"** shall mean the plan for construction of the New Building sanctioned by the Kolkata Municipal Corporation and include all modifications and/ or alterations as may be made thereto as also all extensions and/ or renewals thereof.
- 1.1.8 "Common Areas and Installations"** shall mean the areas, installations and facilities at or for the Project and available for common use of Transferees/Buyers. The same shall be subject to modifications and alterations that may be made by the Developer.

- 1.1.9 "Common Purposes"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Areas and Installations; rendition of common services in common to the Transferees/Buyers thereof; collection and disbursement of the Common Expenses; the purpose of regulating mutual rights, obligations and liabilities of the Transferees/Buyers thereof; and dealing with all matters of common interest of the Transferees thereof.
- 1.1.10 "Completion of Construction"** in respect of the New Building or part thereof shall mean the compliance of requirements mentioned in Clause -12 hereto.
- 1.1.11 "Developer's Realization Share"** shall mean and include 60% of the Realizations to belong to the Developer.
- 1.1.12 "Developer's Allocation"** shall mean and include the Developer's Realization Share and portions and shares of the Developer in any unsold areas and all other properties and rights of the Developer in the Project in terms hereof or in pursuance hereof.
- 1.1.13 "Encumbrances"** shall include encumbrances, mortgages, charges, security interest, liens, lis pendens, attachments, uses, debentures, trusts, bankruptcy, insolvency, claims, demands, forfeitures and liabilities whatsoever or howsoever.
- 1.1.14 "Force Majeure"** shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, any natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 1.1.15 "New Building"** shall mean the building and/or other structures that may be constructed by the Developer from time to time at the said Plot or portions thereof.
- 1.1.16 "Owner's Realization Share"** shall mean and include 40% of the Realizations to belong to the Owner.
- 1.1.17 "Owner's Allocation"** shall mean and include the Owner's Realization Share and portions and shares of the Owner in the unsold areas, if any and all other properties and rights of the Owner in the Project in terms hereof or in pursuance hereof.
- 1.1.18 "Owner's Named Representative"** shall, unless changed by an intimation in writing given to the Developer hereafter shall mean- 3.1.1.XI.
- 1.1.19 "Parking Spaces"** shall mean the spaces at the Project including at covered space, open area or under a shade at the open area or mechanized multilevel systems for parking of motor cars and/or two-wheelers.
- 1.1.20 "Said Plot"** shall mean all that piece and parcel of land containing an area of 12 Kottah 2 Chittak and 20 Sq.Ft. more or less belonging to the Owner, morefully and particularly mentioned and described in the **SCHEDULE** hereunder written;
- 1.1.21 "Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies ortaxes (other than Income Tax) on the Transfer in favour of the Transferees/Buyers.
- 1.1.22 "Project"** shall mean and include (a) development of Building at the said Plot in accordance with Building Plan, (b) Transfer of the Transferable/Saleable Areas to the Transferees/Buyers and the collection of the Realizations from the Transferees/Buyers and distribution of the same amongst the parties, (c) division of unsold residual areas, if any remaining, and (d) administration of Common Purposes until handing over to the Association, all as per the terms and conditions hereof.

- 1.1.23 "Proportionate" or "Proportionately" or "Proportionate Share"** insofar as the matters of Units and/or Transferees /Buyers or the Common Purposes are concerned, shall mean the proportion in which the total built-up area of any Unit may bear to the total built-up area of all the Units in the Project
- 1.1.24 "Real Estate Laws"** shall mean West Bengal Housing Industry Regulation Act, 2017 and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof.
- 1.1.25 "Realisation"** shall mean and include the sale proceeds, booking amounts, advances and other incomings received against Transfer of or otherwise in respect of the Units, Parking Spaces ,other Transferable/Saleable Areas and from transfer of any rights/privileges at the said Plot from time to time including the price/consideration, transfer/nomination acceptance charges, premium, salami, rent, advance rent, prime location charges, floor rise charges or any such charges if so charged from any Transferee/Buyer, interest/compensation if any received by the Developer from Transferees/Buyers on any delayed payment or otherwise; but shall not include any amount received on account of (a) Pass Through Charges and (b) Extras and Deposits contemplated in Clause - 20.1 hereto.
- 1.1.26 "Shares in Plot"** shall mean the proportionate undivided share in the said Plot attributable to any Unit.
- 1.1.27 "Transfer"** with its grammatical variations shall include transfers primarily by sale but with possibility of leases and otherwise as decided by the Developer.
- 1.1.28 "Transferable/Saleable Areas"** shall mean the Units, Parking Spaces, other constructed spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Project and Plot capable of being transferred independently or making appurtenant to any Unit and shall also include any right, benefit or privilege at the Project and the Plot capable of being commercially exploited and wherever the context so permits shall include the Shares in the said Plot.

- 1.1.29 "Transferees/Buyers"** shall mean the persons to whom any Transferable/Saleable Areas in the Project is transferred or agreed to be transferred and shall include the Parties herein to whom certain areas may be allocated to be held by the respective allottees thereof as morefully provided in Clause hereto.
- 1.1.30 "Units"** shall mean the independent and self-contained Units and/or apartments, office spaces, shops and other constructed spaces capable of being exclusively held used or occupied by person/s.
- (a) Reference to the singular number shall also include the plural number and vice-versa and references to a gender shall include references to all genders respectively.
 - (b) Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
 - (c) The terms "hereof" or similar words refer to this entire Agreement.
 - (d) The terms "Section" or "Clause" refers to the specified Section or Clause of this Agreement.
 - (e) Reference to any legislation or law or to any provision thereof shall include reference to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
 - (f) Reference to the word "include" shall be construed without limitation.
 - (g) The Schedule hereto shall constitute an integral part of this Agreement.
 - (h) Title and headings of sections of these presents are for convenience of reference only and shall not affect the construction of any provision herein.
 - (i) Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

2 RECITALS:

- i. By an Indenture dated 16th August 2010 registered in the office of the ADSR ALIPORE, South 24 Parganas in Book no. 1, CD volume no. 30, pages from 4398 to 4410 being no. 07035 for the year 2010 the Owner purchased from Smt. Amita Banerjee (Bandopadhyay) wife of Lt. Justice A. N. Banerjee all that piece and parcel of the land measuring 5 Kottah 8 Chittak more or less being premises no. 1A Hindustan Road, Kolkata

700 029 and, by another indenture dated 29th December 2015 registered in the office of ARA I Kolkata, being Book no. 1 Volume no. 1901-2016 pages from 1470 to 1515 being no. 190110212 for the year 2015 the Owner purchased from Mrs. Barsha Ganguli wife of late Ashok Ganguli, Sati Rani Ganguli widow of late Anil Chandra Ganguli and Sri Alok Ganguli son of late Anil Chandra Ganguli all that piece and parcel of the land 6 Kottah 10 Chittak 20 Sq. Ft. comprising of portion of the premises 47/2B Gariahat Road admeasuring 1 Kottah 12 Chittak 41 Sq. Ft. and 47/2C Gariahat Road, Kolkata - 700019 admeasuring 4 Kottah 13 Chittak 24 Sq. Ft.

- ii. By virtue of the aforesaid deeds of conveyances the Owner, applied to the Kolkata Municipal Corporation (KMC) for amalgamation of aforesaid three premises into one premises. The Kolkata Municipal Corporation granted the said application and after amalgamation dated 8th June 2016 the Owner became the absolute owner of the land measuring 12 Kottahs 2 Chittak and 20 Sq. Ft. more or less and have been separately assessed / mutated in the name of the Owner, being known and renumbered as 47/2B Leela Roy Sarani (Gariahat Road), Kolkata-700019, under Ward no. 86 and being assessed no. 11-086-10-0029-1 also referred herein as the Plot (more fully described in Schedule hereunder written).
- iii. The Owner is the sole and absolute owner and in 'khas' vacant peaceful possession of the said Plot.
- iv. Pursuant to discussions between the parties and the representations as hereinafter contained, the Owner and the Developer have agreed to enter into this Agreement whereby the Developer has agreed to carry out the Project subject to terms herein contained and certain other acts, deeds and things pertaining to the Project and be entitled to the Developer's Allocation and the Owner has agreed to Transfer the proportionate Shares in Land attributable to the concerned Units to the Transferees/Buyers thereof upon Completion of Construction thereof and to carry out certain other acts, deeds and things pertaining to the Plot and be entitled to the Owner's Allocation on the terms and conditions hereinafter contained.

3 REPRESENTATIONS:

3.1.1 REPRESENTATIONS OF OWNER : The Owner made the following several representations, assurances and warranties to the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:

- (i) That the Owner is the sole and absolute Owner of the said Plot with good marketable title. The facts about the Owner deriving title to the Plot areas stated above and the same are all true and correct and all the documents and deeds connected with Plot have been disclosed to the Developer and the Developer is aware about the same.
- (ii) That the Plot is free from all Encumbrances whatsoever or howsoever created or suffered by the Owner and without any claim, right, title, interest of any other person thereon or in respect thereof, except that title deed in respect of land measuring 5 kottah and 8 chittack has been deposited with Axis Bank as collateral security for grant of overdraft facility to the Developer for construction of Units as contemplated under this Agreement subject to mortgage of the Developer's Allocation without making the Owner liable for any liability for such overdraft facility.
- (iii) That the Owner is in khas vacant and peaceful possession of the Plot and the same has been duly secured by boundary walls on all sides.
- (iv) That the Owner has caused its name to be mutated in the records of the Kolkata Municipal Corporation in respect of the Plot.
- (v) To the best of the knowledge there is no injunction, status quo, impediment, obstruction, restriction or prohibition in the Owner entering upon this Agreement and/or in the development and transfer of the Plot nor is there any notice or proceeding affecting the same.
- (vi) To the best of the knowledge there is no notice of acquisition or requisition or alignment received or pending in respect of the Plot or any part thereof and the Plot or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976.
- (vii) To the best of the knowledge the Plot or any part thereof has not been attached or forfeited and/or is liable to be attached or forfeited under

any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.

- (viii) That there is no pending agreement or contract with any other person in connection with the Plot or any part thereof or its development/sale/transfer nor have executed any power of attorney in favour of any person nor have otherwise dealt with the Plot or any part thereof prior to execution of this Agreement.
- (ix) That the Owner is not aware of any legal proceedings filed or pending by or against the Owner and/or its Directors in respect of the Plot nor have the Owner and/or its Directors have extended any security and/or guarantee which are likely to affect the Plot in any manner whatsoever.
- (x) That there is no notice or proceeding of winding up or bankruptcy or insolvency proceedings or under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Bankruptcy & Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal filed or pending against the Owner.
- (xi) Unless changed by the Owner hereafter in writing, Mr. Vimal Agarwal shall be the Owners' Named Representative and shall be and is hereby authorized by the Owner to deal with the Developer in all matters involving the Project. The acts of the Owners' Named Representative in all matters referred to herein shall bind the Owner, except that no notice of termination or revocation of this Agreement or the Power of Attorney can be issued by the Owners' Named Representative.
- (xii) That subject to the terms hereof, there is no difficulty in the compliance of the obligations of the Owner hereunder.

3.1.2 REPRESENTATIONS OF DEVELOPER: The Developer has represented, assured and warranted the Owner for the purpose of entering upon this Agreement and the transaction envisaged herein, inter alia, as follows:-

- (i) The Developer has inspected the said Plot and all the title deeds and documents connected therewith and is satisfied about the possibility of development of the same into the Project.

- (ii) The Developer is carrying on the business of construction and development of real estate and has infrastructure, expertise and resources in this field.
- (iii) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist. There is no impediment, obstruction, restriction or prohibition in the Developer entering upon this agreement and/or in developing the Said Plot in terms hereof.
- (iv) Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder.

The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the Project and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. Agreement:

- (i) The Owner hereby grants to the Developer exclusive rights, interest and authority in respect of the said Plot to develop the same by completion / construction of building thereat for mutual benefit and to Transfer the Transferable/Saleable Areas therein in the manner herein stated and be entitled to share the Realizations amongst the Owner and the Developer on the terms and conditions hereinafter contained. It is clarified that the Owner shall receive their share of the Realizations as consideration for Transfer of the proportionate share in the Plot to the Transferees/Buyers and the Developer shall receive their share of the Realizations as consideration against the interest of the Developer in the Project arising out of this agreement.
- (ii) With effect from the date hereof and so long the Developer fulfils its obligations, the Developer shall have the sole and exclusive rights, authorities and entitlements to (a) develop and construct or cause to be developed and constructed the Project at the said Plot and (b) administer the Project in the manner and until the period as morefully contained herein and (c) Transfer the Transferable/Saleable Areas in the manner herein stated and (d) the Developer' Allocation and (e) all other properties benefits and rights of the

Developer hereunder **And** the Owner shall be entitled (a) to the Owner's share of revenue and (b) all other properties benefits and rights of the Owner hereunder on and subject to the terms and conditions hereinafter contained.

- (iii) The Project shall be constructed or caused to be constructed by the Developer at its own costs and expenses. The Owner hereby agrees to sell and transfer the shares in the Plot attributable to the Transferable/Saleable Areas in favour of the concerned Transferees/Buyers and the consideration for the same shall be the Owner's Realization Share. It is clarified that the Transfer of the proportionate share in the Plot shall be completed upon construction of the Transferable/Saleable Areas or at such other time as the parties hereto may by mutual consent agree and the consideration for the same and any other right, title or interest thereunder transferred by the Owner shall be the Realization forming part of the Owners' Realization Share.
2. **Common Areas Installations and Facilities:** Notwithstanding anything elsewhere to the contrary herein contained, it is agreed and clarified that all common areas installations and facilities in the said Plot shall be common to the Transferees/Buyers in the proposed development and shall be available for use as and when the same is ready.
3. The Developer is entitled to obtain loans / finances from Banks / Financial Institutions, NBFCs and other Lenders, who may desire to create charge on the said Plot. Such loans/ finances obtained by the Developer shall be a charge only on the Developer's Allocation.
4. **Possession:** Upon execution of this Agreement, the Developer shall be entitled to possession of and to enter upon the said Plot for purposes connected to this Agreement for development and construction and for taking steps for the purpose of the Project including for execution and completion of construction of the Project as per the Building Plans for the purpose of execution of the Project. However, the legal possession of the Said Plot is and shall continue to be exclusively with the Owner until completion of construction of the Project or until such earlier time as the parties may mutually agree and thereafter the Owner and the Developer shall be in joint possession of the Project as the same are constructed with right to the Developer to deliver possession of the Units directly to the Transferees/Buyers thereof on compliance of all its obligations by the Developer under this Agreement. It is clarified that the legal Ownership, domain and control on the Said Plot shall continue to vest in the Owner till such time the proportionate right attributable to the concerned Units therein is transferred to the Transferees/Buyers under this Agreement on receipt of Owners' allocation and the Developer shall

develop and construct the Project in his own right as Developer under this Agreement for transfer to the Transferees/Buyers on receipt of Developers' allocation.

5. It is hereby expressly agreed by and between the Parties hereto that the possession of the said Plot shall not be given or intended to be given to the Developer under any circumstances whatsoever including in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2(47)(v) of the Income Tax Act 1961. The possession, juridical or otherwise, of the said Plot shall remain vested in the Owner until such time the Completion of Construction of the Project and thereafter such possession shall be jointly held by the Owner and Developer save the areas delivered to the Transferees/Buyers or those that may be separately allocated amongst the Parties.
6. **Approvals For Sanction And Development:** Save the clearances agreed to be obtained by the Owner, the Developer at its own cost, shall in its own name or in the names of the Owner apply for and obtain all permissions, clearances, no objection certificates and other approvals required for sanction of the Building Plans and carrying out the development at the Plot, including those required from Pollution Control Authority, Airport Authority, Fire Service Authorities, Police Authorities, Municipal Authorities any other Statutory Authorities. The Developer shall also obtain necessary full Completion/Occupancy Certificate from the Kolkata Municipal Corporation.
7. **Signature And Submission:** The Owner shall sign, execute, submit and deliver all applications, undertakings, declarations, affidavits, plans, boundary declarations, undertakings, letters and other documents and do all acts deeds and things as may be required by the Developer for obtaining any sanctions and/or approvals required to be obtained by the Developer and/or for commencing or carrying out the Development at the said Plot and for obtaining any utilities and permissions thereat at the cost of the Developer and subject to there being no liabilities being cast on the Owner and/or the Plot.
8. **Construction as per Plan:** The Developer shall, at its own costs and expenses, construct the Project as per the sanctioned plan, with such modification(s) and/or additions and/or alteration thereto as may be sanctioned /approved by KMC, and as the Developer may deem fit and proper. The Developer shall construct erect and carry out the development at the Plot or cause the same in a good and workman like manner with good quality of materials with standard specifications and upon due compliance of the Building Plans and laws affecting the same and without creating any financial or other

liability on the Owner. The Developer shall have the sole and complete rights and obligations in respect of all aspects of development and construction subject to the terms hereof.

9. **Modifications and Alterations:** The Developer shall be entitled from time to time to cause modifications and alterations to the sanctioned plans or revised sanctioned plans in such manner and to such extent as the Developer may deem fit and proper.
10. **Architects, Consultants and Workers:** The Owner herein confirms that the Owner herein has authorized the Developer to appoint the Architect(s) and other consultant's in connection with the construction work of the Project. In furtherance of such construction and completion by the Developer as envisaged hereunder, the Developer alone shall be responsible for and bear all costs, fees, charges and expenses in this regard including but not limited to salaries, wages, entitlements and statutory and/or other obligations of all staff/employees/labourers engaged by it or its consultants & contractor/s . The Developer indemnifies and agrees to keep the Owner indemnified at all times for any act/s of omission or commission or resulting from the refusal / failure / breach / negligence of the Developer to do so, the intent being that the Owner shall not be liable for any such obligation/s of the Developer in any manner whatsoever.
11. **Commencement of Construction:** The Developer shall commence the construction work of the Project on or about 15th April 2021 of (i) the Owner complying with its obligations herein; (ii) all necessary permissions and clearances having been obtained, including those required under The West Bengal Housing Industries Regulation Act, 2017 (WBHIRA) or any other applicable laws (**Commencement Date**); and (iii) there being no fetters or embargo on the Developer in commencing development.
12. **Completion:** The Developer shall construct, erect and complete the Project within a period of **36 months** from the Commencement Date with an additional grace period of another **6 (six) months (Completion Time)**. The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure and other reasons beyond the control of the Developer and the Owner complying with its obligations herein. The construction of Project shall be deemed to have been completed if provided with water, electricity, lift and other utilities and certified so by the Architect for the time being with the issuance of Completion Certificate in respect thereof by the Kolkata Municipal Corporation.

13. **Powers and Authorities:** For obtaining revision / modification / sanction etc, of the plan and also for undertaking development and construction of the Project and for sale / assignment / transfer / lease/ disposal of the Transferable/Saleable Areas, the Developer shall have all rights powers and authorities to:
- i. **Pursue Sanction etc.:** With effect from the date hereof, the Developer shall be at liberty to and duly authorised and empowered to pursue the matters with regard to modification / alteration / addition etc., of the Plan and construction, development and commercial exploitation including appointment of architects, engineers etc.
 - ii. **Temporary Connections:** The Developer shall be authorized in the name of the Owner herein to apply for and obtain temporary/permanent connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Plot. The recurring charges for such temporary as also existing connections will be paid by the Developer till the Project is ready to the extent necessary for handing over the possession.
 - iii. **Quotas:** The Developer shall be authorized in the name of the Owner herein to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Lessee herein and required for the construction of the Project.
 - iv. **No Obstruction:** The Owner herein agrees and covenants with the Developer not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development herein envisaged or transferring the Transferable/Saleable Areas and shall indemnify the Developer for all losses, damages, costs, claims, demands, consequences suffered or incurred as a result thereof.
 - v. The agreement and the rights of the Developer cannot be revoked and shall be and remain valid, and subsisting at all times subject to the Developer performing the obligations hereunder and cannot be unilaterally cancelled by the Owner except only in accordance with any specific terms and conditions mentioned herein.
 - vi. The Developer shall also be entitled for itself and on behalf of the Owner, as the case may be, to handle, deal with and/or to look after all matters,

disputes, litigations, cases, issues that may arise out of the activities while developing the Said Plot and construction of the Project thereat, at its own cost and expenses, as also those arising with the Transferees/Buyers, if any.

- vii. During the period of construction of the Project, the Owner may undertake periodical inspection of the Project, if felt necessary. Suggestions/observations, if made on such inspection, shall be communicated to the Developer, who shall discuss the same with the Architect and implement, if feasible.
- viii. The Developer shall abide by all laws, by-laws, rules and regulations of the appropriate Government and local bodies relating to development of the Said Plot and to be observed by it under this Agreement 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. The Developer hereby agrees to keep the Owner saved harmless and indemnified against all punitive actions, loss, damage, accidents, mishaps, liabilities, fines, penalties, compensation, costs charges and expenses concerning the development of the Said Plot.
- ix. The Developer shall keep the Project fully and comprehensively insured as per the requirement of laws applicable including for all damages, losses, Force Majeure Events and third party liabilities. Similarly the Developer and the Owner shall obtain a Title Insurance as per the applicable law at its own cost. The entire recoveries from insurance policies shall be used by the Developer exclusively in and for the Project.
- x. **Areas:** The carpet area shall be as per applicable Real Estate Laws and shall be provided by the Developer and the built-up and super built-up area in respect of all the Units and other Transferable/Saleable Areas in the Project shall be such as be determined by the Architect
- xi. **Management, Control & Authority:** With effect from the date of execution of this Agreement, the Developer shall have exclusive and unobstructed right to administer the Project till formation of the Association subject to the terms hereof. The Owner hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development of the Project including the following:-

- a) To set up site office, put up the hoardings/boards, bring out brochures and commence the preparatory works for Transfer of the proposed Project including the branding of both RSH and Evera, at the Developer's cost.
- b) To pay various fees, costs and charges to the concerned authorities as may be necessary for the purpose of carrying out the development work on the Plot and to claim refund of such deposits so paid and to give valid and effectual receipts in connection with the refund of such deposits in its own name or in the name of the Owner or in the joint names, as may be required.

14. **Power(s) of Attorney:** The Owner shall with the execution of this Agreement execute and/or register one or more Powers of Attorney in favour of the Developer and/or the Developer's nominated persons namely Mr. Hari Prasad Sharma son of Late. Sanwar Mal Sharma and Mr. Harsh Vardan Sharma S/o Mr. Hari Prasad Sharma both residing at 20. O.C. Gangully Sarani, Kolkata - 700020 or such other person as may be nominated from time to time granting all necessary powers and authorities required by the Developer to effectuate and implement this Agreement. It is understood that to facilitate the Project, various acts deeds matters and things not herein specified may be required to be done by the Developer for which the Developer may need the authority of the Owner for making or signing of various applications and other documents relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be reasonably required as the on the written request made by the Developer. The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form an integral part of this Agreement and the Owner shall not be entitled to modify or alter the same without the prior written consent of the Developer.

15. **Owner's Consideration:**

Owner's Allocation and/or Owner's Share of the Realisations shall mean 40% (Forty Percent) of the Realisations earned / realised from sale / assignment/ transfer/ lease/ disposal of all Transferable/Saleable Areas. The Owner's Share of the Realisations shall be received by the Owner herein from the Special Bank Account as mentioned in this Agreement. In case the Owner

instructs the Developer to make payment of its share of the Realisations or any part thereof to any other person(s) or entity (ies), then the Developer shall act accordingly under written instructions from the owner.

16. Developer's Consideration:

Developer's Allocation and/or Developers' Share of the Realisations shall mean the remaining **60% (Sixty Percent)** of the **Realisations** earned from sale / assignment / transfer / disposal of all Transferable Areas.

The Developer's Share of the Realisations shall be received by the Developer from the Special Bank Account as mentioned in this Agreement.

17. Modus of Distribution:

The Developer shall be entitled to receive the Realisations (including booking amounts, earnest money, part payments, and consideration), Pass Through Charges in the Realisations Bank Account, receivable from the Transferees/ buyers other persons in respect of the Project. The policy decisions regarding sale /assignment / transfer / lease/ disposal of the Transferable/Saleable Areas, shall be taken by the Developer. All Extras & Deposits shall be taken separately by the Developer in the name of the Developer alone. Realisations after payment of the Pass Through Charges, withdrawn up to the limit allowable as per the Real Estate Laws, shall be deposited in a Specified Bank Account of the Developer operable by the authorized signatory of the Developer (Special Bank Account). The Amount available in the said Special Bank Account shall first be utilized for completion of construction of the Project and then shared between the Parties in the Agreed Ratio.

18. Realisations and Financials:

Realisations: For the purpose of this Agreement, the expression "Realisations" shall mean all amounts receivable or received from the sale / assignment / transfer / lease/ disposal of Transferable/Saleable Areas, other than Extras and Deposits as stated below, all of which shall belong to the Developer:

19. Extras and Deposits:

All Extras and Deposits hereto that may be agreed to be charged by the Developer directly from any Transferee/Buyers shall be taken and deposited by the Developer separately in its bank accounts. The quantum of Extras and Deposits to be charged by the Developer and the schedule of dates for receipt of said extras & Deposits shall be fixed by the Developer. The residue remaining with the Developer on account of Deposits shall, upon formation of the Association in respect of the Project, be handed over to such Association

by the Developer after adjusting the dues and arrears receivable by the Developer.

19.1 The Developer shall charge the Transferees/Buyers the following amounts as Extras:

- a) Proportionate share of the costs charges and expenses for procuring transformer, electricity connection for the Project, with consent from the Owners' Named Representative.
- b) Costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the Units during power failure.
- c) Costs, charges, expenses for providing Air-Conditioning facility in the Units(if applicable).
- d) Costs and charges for Mutation and Apportionment of the Units in the records of the Kolkata Municipal Corporation.
- e) Cost, charges and expenses for formation of Association.
- f) Towards the fees and/or legal charges of the Advocates for preparation of Agreements and the Sale Deeds.
- g) Proportionate share of any costs charges and expenses for setting up or providing any additional or extra common area or installation in variation and/or addition to those hereinabove written.
- h) All stamp duty, registration fees and allied expenses on execution and registration of the proposed Agreement and of the sale deed or deeds and other documents to be executed and/or registered in pursuance thereof.
- i) Security Deposit and the expenses as may be required by CESC Limited or other electricity provider for individual meter in respect of the Units directly with CESC Limited or other provider and proportionate share of the security deposit in respect of the common meters in respect of the Common Areas and Installations.
- j) Goods and Service Tax (GST), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Units or on the transfer thereof and/or on any amount or outgoing (including Maintenance

Charges) payable by the Transferees/Buyers in respect of the Units.

- k) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said Premises and/or Units and/or the Building or on the construction or transfer of the Units envisaged hereunder payable by the Transferees/ Buyers wholly if the same relates to the Units and otherwise proportionately.
- l) Cost of extra work carried out exclusively at the instance of Transferees/Buyers.
- m) Furniture fixture or fittings or any electrical gadgets supplied at the cost and exclusively at the instance of any Transferee/Buyers;

(Deposits)

19.2. The Developer shall take from the Transferees/Buyer the following Deposits :

- (a) Towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Transferees/Buyers, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses or any other outgoing relating to the Units
- (b) Towards Deposits, free of interest, to remain in deposit with the Developer till mutation of the Units in the name of the Transferees/Buyers is effected in the records of the Kolkata Municipal Corporation and in the event any arrear Municipal tax is payable for the period from the date of possession till such mutation, the Developer shall meet the same from the said deposit
- (c) Towards Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas

20 **Transfer:** The Transfer of all Transferable/Saleable Areas in the Project shall be under the control and management of the Developer as per the terms hereof. The parties shall transfer the Transferable/Saleable Areas to the Transferees/Buyers wherein the proportionate shares in the Plot attributable to the Transferable/Saleable Areas shall be Transferred or agreed to be Transferred by the Owner in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be Transferred or agreed to be so done by the Developer in the manner hereinafter provided:

- a) **Rate and Price for Transfer:** The minimum rates at which the Developer shall take booking for Transfer of any Unit, Parking Space and/or any Transferable/Saleable Areas shall be such as finalized by the Parties hereto before the commencement of bookings in the Project.

- b) **Publicity:** The Developer shall have exclusive rights in respect of the advertisement and signage's (of both **RSH** and **Evera**) to be placed at the Plot and the Building. The Developer shall be entitled to advertise for Transfer of the Project in all media. The Developer shall negotiate and settle the costs and other terms with marketing and publicity agents and use its brands and logo in publicity materials and media.
- c) **Marketing Agents:** The marketing of the Project shall be done by the Developer directly or through Marketing Agents, brokers, sub-brokers and other agents selected, appointed or discontinued by the Developer.
- d) **Bookings and Allotments:** The Developer shall accept bookings and make allotments, in respect of any Unit, Parking Space or other Transferable/Saleable Areas in favour of any Transferees/Buyers and to cancel revoke or withdraw the same if the situation so warrants according to the Developer at the agreed rates and prices.
- e) **Signature to Agreements and Deeds:** The agreements and final Transfer deeds or deeds relating to Transfer of the Units, Parking Spaces and other Transferable/Saleable Areas shall be executed by the authorized signatory of both the Owner and the Developer in accordance to the agreed terms hereof. The sale deeds shall be executed in favour of any Transferee/Buyers only upon receiving the entire consideration payable by such Transferee/Buyers and permission to occupy the said Unit shall only be given to the Transferees/Buyers after Completion Certificate being issued by KMC.
- f) **Possession to Transferees/Buyers:** The Developer shall deliver possession of the Transferable/Saleable Areas (except unsold areas, if any, allocated to the Owner) directly to the Transferees thereof.
- g) **Transfer in favour of Transferees/Buyers:** The Transferable/Saleable Areas shall be transferred in favour of the Transferees/Buyers thereof by the Developer initially entering into Agreements for sale / assignment / lease/ transfer followed by handing over of possession to them by the Developer and ultimately transferring ownership by Deeds of Sale / Assignment / Lease/ Transfer, as the Developer may deem fit and proper. The Developer shall be parties in all such Agreements and Deeds.
- h) The Developer from time to time, as and when required by and at the request of, execute and register sale / assignment / lease/ transfer deed or

deeds or other documents of transfer for sale / assignment / transfer / lease/ disposal of Transferable/Saleable Areas and the land comprised in the said Plot in favour of the respective Transferees/Buyers thereof. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the Transferees/Buyers.

- i) **Preparation of Documents & Cost of Sale of Units:** All documents of Transfer/Sale of Units will be drawn and prepared by the office of the Developer. The costs of such sale including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees/Buyers.

21 UNSOLD AREAS, IF ANY, ON COMPLETION:

- a) In case upon Completion of Construction of the Building, there be or remains unsold Transferable/Saleable Areas (for which no agreement is entered with any Transferee/Buyer), the parties may, upon notice in writing given by either party to the other requiring separate allocation and within 15 (fifteen) days of delivery of such notice, by mutual consent of the Developer and the Owner's Named Representative divide and allocate separate areas out of such unsold areas (hereinafter referred to as "the Residual Areas") and the following terms and conditions shall apply in connection therewith:-
- i. The Owner and the Developer would be allocated and be entitled to identified units or portions of the Residual Areas as per the Agreed Ratio.
 - ii. The location of the respective identified areas of the parties comprised in the Residual Areas shall be identified on paripassu basis and the areas so identified for the Owner shall belong to the Owner together with the appurtenant Shares in the said Plot and Common Areas and Installations and the areas so identified for the Developer shall belong to the Developer together with the appurtenant Shares in the said Plot and Common Areas and Installations.
 - iii. All other areas agreed to be transferred or transferred prior to separate identification shall continue to be transferred jointly by the Owner and the Developer on therelevant terms and conditions mentioned in this Agreement.
 - iv. In case, while demarcating and identifying the respective allocations of the parties as aforesaid, it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation

therefor based on valuation thereof at the relevant time.

- v. The Developer shall deliver the identified separate Owner's Allocation to the Owner and retain the Developer's Allocation for its own use or the use of its Transferees/Buyers thereof. Unless the Owner takes possession within 15 (fifteen) days upon receiving the Notice from the Developer to take possession as aforesaid, they shall be deemed to have taken possession of such notified areas on expiry of such notice period of 15 (fifteen) day.
- vi. The Owner shall pay the Extras and Deposits to the Developer, in respect of the identified separate Owner's Allocation Area.
 - b) Transfer of the Residual Areas: The Owner and the Developer shall be entitled to deal with and dispose of their respective separately Identified allocation forming part of the Residual Areas to such persons and at such price/consideration as they may respectively deem fit and proper Provided However That:-
 - i. After the identification of the allocation of the Owner in the Residual Areas, the Owner shall be entitled to execute Agreements for Sale and other deeds and documents in favour of the Transferees/Buyers of the Residual Areas comprised in the Owner's Allocation and if necessary, register the same. If requested by the Owner, the Developer shall join as a party in such documents without claiming any additional consideration or money. The dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any additional financial or monetary liabilities upon the Developer.
 - ii. The Owner do hereby accord his consent and authorization to the Developer to enter into the agreements and contracts with the prospective Transferees/Buyers in respect of the Residual Areas comprised in the Developer's Allocations or any part thereof without making the Owner a party thereto. However, if so required by the Developer, the Owner shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts.
 - iii. Neither party shall make any commitment or enter upon any term which is or may be repugnant to/or contrary to those contained or otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto herein.
 - iv. Neither party shall execute and register the sale deeds for completion of sale

- or transfer in respect of any part of the Building in contrary to terms hereof.
- v. Any transfer by any party shall be at its own respective risks and consequences.
 - vi. Subject to the other provisions hereof, all amounts and consideration receivable by the Developer under any agreements, contracts and deeds in respect of the Residual Areas comprised in the Developer's Allocation shall be to the account of and shall be received, realised and appropriated by the Developer exclusively and the Owner shall have no concern therewith.
 - vii. Subject to the other provisions hereof, all amounts and consideration receivable by the Owner under any agreements, contracts and deeds in respect of his portions of the Owner's Allocation shall be received, realised and appropriated by him exclusively and the Developer shall have no concern therewith.
- c) The Residual Areas (if any) that may be allocated to the parties respectively shall be held by the respective allottees thereof and any Transfer in respect thereof shall be governed by the provisions contained in Clause-22a hereto. It is however clarified that the consideration for the transfer of shares in land attributable to the Residual Areas of the Developer shall be the construction cost of the Residual Areas of the Owner.
- 22 Maintenance :** It is intended that upon completion of construction, the responsibility of maintenance management and upkeep of the New Building shall be handed over to a professional facility management company and till such time, the same shall be maintained managed and up kept by the Developer subject to the Transferees of units in the New Building making payment of maintenance charges / common expenses
- 23 Loans by Transferees/Buyers:** The Transferees/Buyers shall be entitled to take loans for the purpose of acquiring specific Units and Transferable/Saleable Areas from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project/said Plot except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferees.
- 24 Owner not to deal:** The Owner herein agrees and covenants not to transfer,

assign, let out, sale, mortgage, charge or otherwise deal with or dispose of the Said Plot or any portion thereof nor agree to do so, save and except in terms of this agreement.

- 25 **Project / Construction Finance:** The Developer shall be entitled to take construction loans and/or may arrange for financing of the Project ("**Project Finance**") by any Bank/Financial Institution/Lender ("**Financier**") upto a maximum amount of to be decided by the Parties mutually and for that the Developer shall be entitled to mortgage / charge only the Developers' Allocation, as also to create registered mortgage and/or equitable mortgage / mortgage by deposit of title deeds. At the request of the Developer, the Owner will create registered mortgage and/or deposit the Original Title Documents and other documents of title / sale relating to the said Plot / said Premises or any part thereof with the Financier as security for the purpose of Project Finance and will sign and execute necessary documents.
- 26 It is further clarified that the Owner shall have no liability whatsoever in respect of any loan taken by the Developer, including the project loan, or its repayment or default save and except any liability that may be cast or fastened on the Owner in case of any representation assurance warranty etc., of the Owner being found to be untrue, false incorrect or misleading or in case of the Owner being in breach or default of its obligations herein. Save due to reasons stated earlier in this clause, the Financier shall not be entitled to seek enforcement of any right against the Owner it being the express intent that the Developer may create such mortgage only in respect of the Developer's allocation (as defined herein) or any part thereof without in any manner whatsoever prejudicing and/or encumbering the Owners' Allocation and the Developer indemnifies and agrees to keep the Owner indemnified at all times, for all prejudice, loss or damages that the Owner may suffer as a result/consequence of the Developer's breach of the same.
- 27 **Rates and Taxes:** After completion of the Project, the Transferees/Buyers, shall be liable for payment against their respective Units, and for the areas not agreed to be transferred/allocated, the Parties hereto shall share the same in the Agreed Ratio.
- 28 **Cooperation:** Each of the Parties shall cooperate with the other to effectuate and implement this agreement and shall execute and register such further papers and documents as be required by the other party for giving full effect to the terms hereof. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder,

then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder provided that the Other Party shall inform the Defaulting Party of the default within 30 days from the date of default failing which the Other Party shall not be entitled to claim any loss or damage from the Defaulting Party.

29 No Assignment or Change in Constitution etc.: The Parties hereby agree and covenant with each other not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the other party.

30 Indemnity:

- a) **By the Developer:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer
- b) **By Owner:** At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owner.

31 Miscellaneous:

- a) **No Partnership:** The Owner and the Developer have entered into this Agreement purely as Principals and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- b) **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

- c) **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- d) **Name of Project:** The name of the New Building at the said plot shall be and the same shall be jointly branded by the Parties in the name and style of **RSH** and **Evera** and marketed in the Developer's name.
- e) **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or transfer in law of the said Plot or any part thereof to the Developer by the Owner herein or as creating any right, title or interest therein in favour of the Developer except to develop and Transfer the Project in terms of this Agreement.
- f) One or more hoardings / signs containing name of **RSH** and **Evera** will be permitted to be installed on façade / roof of the Buildings at the Project without charge.
- g) **Compliance of Laws:** The Developer shall comply with the applicable laws as may be applicable to the development herein envisaged and which are within the scope of the Developer.

32 **Force Majeure:**

- a) **Meaning:** Force Majeure shall have the same meaning as defined hereinbefore. It is however made clear that escalation in price and/or non-availability of steel, labour and other building material shall not be construed as Force Majeure.

Effect of Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the

performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure

- b) **Reasonable Endeavors:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.
- 33 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied.
- 34 **Counterparts:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between both the Parties hereto. The copy belonging to the Developer shall be registered.
- 35 **Severance:**
 - a) **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - b) **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
 - c) **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

36 Reservation of Rights:

- a) **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- b) **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- c) **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- d) **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

37 Amendment/Modification: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

38 Notice:

- i. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by email transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time).

- ii. **Time of Service:** Any such notice or other written communication shall be deemed to have been served:
- **Personal Delivery:** if delivered personally, at the time of delivery.
 - **Registered Post:** if sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider.
- iii. **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider.
- iv. **Electronic Mail:** Any notice sent by the way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.
- 39 Arbitration:** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the Project or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation Act, 2015 or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up his own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English. The fees of the Arbitrators shall be shared by the Parties hereto in equal shares but each party shall individually bear the fees and costs of their own legal counsel / advocates.
- 40 Jurisdiction:** The Courts at Kolkata and those having territorial jurisdiction over the said Plot alone shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**THE SCHEDULE ABOVE REFERRED TO:
(Said Plot)**

All That the piece and parcel of land together with structures standing thereon containing an area of 12 Kottah 2 Chittak 20 Sq. Ft. be the same a little more or less situated and lying at Premises no. 47/2B, Leela Roy Sarani (Gariahat Road), Kolkata – 700 019 within Police Station Gariahat, Post office Ballygunge, under KMC Ward no. 086 and delineated in the plan annexed hereto and thereon bordered in colour **RED** and butted and bounded in the following manner:

ON THE NORTH : Hindusthan Road

ON THE EAST : Partly Gariahat Road and Partly Premises No.47/2, Gariahat Road

ON THE SOUTH : Partly 47/2 & Partly 47/1, Gariahat Road

ON THE WEST : 1/1A Hindusthan Road

IN WITNESS WHEREOF the Parties have executed these presents the day month and year first above written

SIGNED SEALED AND DELIVERED
by the Owner at Kolkata
in the presence of:

1. Pirous Golem
4A, Jhowtala lane
Kol - 700017

2. Debadarshini Das
165 A, Regent colony
Kolkata - 700040

SIGNED SEALED AND DELIVERED
by the Developer at Kolkata
in the presence of:

1. Pirous Golem
4A, Jhowtala lane
Kol - 700017.

2. Debadarshini Das
165 - A, Regent colony
Kol - 700040
Drafted by me

Nabakumar Mukhopadhyay

Advocate
Nabakumar Mukhopadhyay
Advocate

Alipore Police Court
Enr. No.-WB/2037/1999

BANDANA SALES PRIVATE LIMITED

Vinod Agard
Authorised Signatory

Shree Rsh Projects Private Limited

Sunil Kumar Maurya

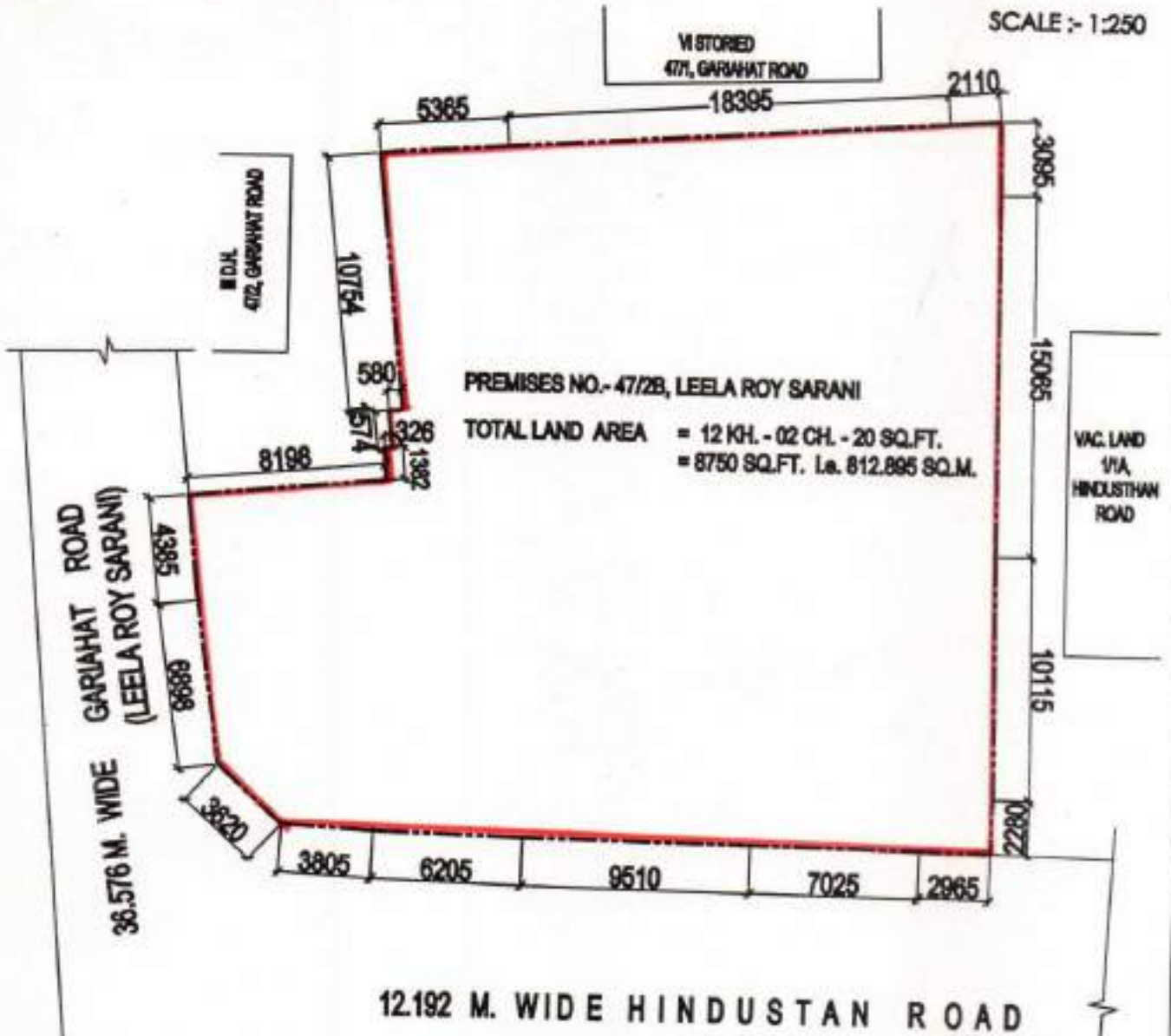
Director / Authorised Signatory

**SITE PLAN AT K.M.C. PREMISES NO. - 47/2B, LEELA ROY SARANI, WARD NO. - 86,
BR. - VIII, P.S. - GARIAHAT, KOLKATA - 700 019**

TOTAL LAND AREA = 12 KH. - 02 CH. - 20 SQ.FT. = 8750 SQ.FT. i.e. 812.895 SQ.M.
LAND AREA SHOWN IN RED BORDER LINE



SCALE :- 1:250



Shree Rsh Projects Private Limited
Sudil Kumar Maurya
Director / Authorised Signatory

SIGNATURE OF DEVELOPER

BANDANA SALES PRIVATE LIMITED










Umapati
Authorised Signatory

SIGNATURE OF OWNER

SPECIMEN FORM FOR TEN FINGERPRINTS













Vimal Agor

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Vimal Agor



Sunil Kumar Maurya

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature Sunil Kumar Maurya



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



BANDANA SALES PRIVATE LIMITED
Vinod Agarwal
Authorized Signatory



Shree Rsh Projects Private Limited

Sunil Kumar Maurya

Director / Authorised Signatory



Sunil Kumar Manna.

INDIAN UNION DRIVING LICENCE				WEST BENGAL STATE	
No.	WB-20199543367	Issue Dt.	20/01/1996		
Name	SAGAR DAS				
S/D/W of	LATE K N DAS				
Blood Gr.	U	D.O.B.	12/06/1976		
Address	17A, RAMNATH PAL RD, PS, BEHALA 24PGG(S)				
Authorised to Drive Throughout India					
Valid Till	Vehicle Class	Issue Dt.	Sign		
N.T. 11/05/2025	MCWG	20/01/1996			
Trans	Holder's Sign				
E-Office Portal's					
Sumit			Sagar Das		

Sagar Das.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AFLPA1351A



नाम / Name
VIMAL AGARWAL

पिता / पिता का नाम / Father's Name
RAJARAM AGARWAL

व्यक्ति का जन्म तिथि / Date of Birth
31/03/1979

हस्ताक्षर / Signature

Vimal Agarwal

Major Information of the Deed

Deed No :	I-1603-02057/2021	Date of Registration	16/03/2021
Query No / Year	1603-2000444545/2021	Office where deed is registered	
Query Date	26/02/2021 11:26:57 AM	1603-2000444545/2021	
Applicant Name, Address & Other Details	Sunil Manna 20, O.C. GANGULY SARANI, GROUND FLOOR, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700020, Mobile No. : 9831782100, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 10,88,28,124/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Lila Roy Sarani), Road Zone : (Birja Mandir -- Golpark) , , Premises No: 47/2B, , Ward No: 086 Pin Code : 700019

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	12 Katha 2 Chatak 20 Sq Ft	1/-	10,88,28,124/-	Property is on Road Adjacent to Metal Road,
Grand Total :				20.0521Dec	1 /-	1088,28,124 /-	



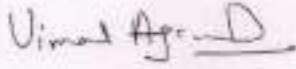


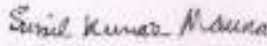
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BANDANA SALES PRIVATE LIMITED OM TOWER,, Block/Sector: 3rd FLOOR, Flat No: ROOM-302, 32, Chowringhee Road, P.O:- PARK STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AAxxxxx8A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SHREE RSH PROJECTS PRIVATE LIMITED FMC FORTUNA TOWER,5th FLOOR, Flat No: A10/11, 234/3A, A J C Bose Road, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr VIMAL AGARWAL Son of Mr RAJARAM AGARWAL Date of Execution - 16/03/2021, , Admitted by: Self, Date of Admission: 16/03/2021, Place of Admission of Execution: Office	 Mar 16 2021 12:16PM	 LTI 16/03/2021	Signature  16/03/2021
NATURAL HEIGHTS,PHASE-II, Block/Sector: 3, Flat No: 5C,, 137, P.O:- AIRPORT, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700052, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AFxxxxxx1A, Aadhaar No: 38xxxxxxxx9074 Status : Representative, Representative of : BANDANA SALES PRIVATE LIMITED (as AUTHORISED SIGNATORY)				
2	Name Mr SUNIL KUMAR MANNA (Presentant) Son of Late KESHAB CHANDRA MANNA Date of Execution - 16/03/2021, , Admitted by: Self, Date of Admission: 16/03/2021, Place of Admission of Execution: Office	 Mar 16 2021 12:16PM	 LTI 16/03/2021	Signature  16/03/2021
26A H/9, Ram Kamal Street, P.O:- KHIDIRPORE, P.S:- Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN - 700023, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AQxxxxxx4J, Aadhaar No: 36xxxxxxxx0892 Status : Representative, Representative of : SHREE RSH PROJECTS PRIVATE LIMITED (as AUTHORISED SIGNATORY)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SAGAR DAS Son of Late K N DAS 17/A,, Ramnath Pal Road, P.O:- KIDDERPORE, P.S:- Wattgunge, District:- South 24-Parganas, West Bengal, India, PIN - 700023	 16/03/2021	 16/03/2021	 16/03/2021
Identifier Of Mr VIMAL AGARWAL, Mr SUNIL KUMAR MANNA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	BANDANA SALES PRIVATE LIMITED	SHREE RSH PROJECTS PRIVATE LIMITED-20.0521 Dec

On 16-03-2021

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:14 hrs on 16-03-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SUNIL KUMAR MANNA .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 10,88,28,124/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 16-03-2021 by Mr VIMAL AGARWAL, AUTHORISED SIGNATORY, BANDANA SALES PRIVATE LIMITED (Private Limited Company), OM TOWER,, Block/Sector: 3rd FLOOR, Flat No: ROOM-302, 32, Chowringhee Road, P.O:- PARK STREET, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Identified by Mr SAGAR DAS, . . Son of Late K N DAS, 17/A,, Road: Ramnath Pal Road, , P.O: KIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Others

Execution is admitted on 16-03-2021 by Mr SUNIL KUMAR MANNA, AUTHORISED SIGNATORY, SHREE RSH PROJECTS PRIVATE LIMITED (Private Limited Company), FMC FORTUNA TOWER,5th FLOOR, Flat No: A10/11, 234/3A, A J C Bose Road, P.O:- LALA LAJPAT RAI SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Identified by Mr SAGAR DAS, . . Son of Late K N DAS, 17/A,, Road: Ramnath Pal Road, , P.O: KIDDERPORE, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/03/2021 1:06PM with Govt. Ref. No: 192020210239531091 on 04-03-2021, Amount Rs: 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1385105936 on 04-03-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AE7518, Amount: Rs.100/-, Date of Purchase: 25/02/2021, Vendor name: Amal Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/03/2021 1:06PM with Govt. Ref. No: 192020210239531091 on 04-03-2021, Amount Rs: 75,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1385105936 on 04-03-2021, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 59828 to 59871
being No 160302057 for the year 2021.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2021.03.23 18:22:38 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/03/23 06:22:38 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)