

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

42AB 407862



CONSENT AGREEMENT

THIS CONSENT AGREEMENT has been entered into at Kolkata on 18th day of March, 2020

BETWEEN

- (1) **SRI NARAYAN CHANDRA PAUL**, PAN BKVPP6413Q, AADHAAR NO. 3842 1020 2910, son of Late Tokani Prasad Paul, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, Prince Gollam Hussain Shah Road, P.O. & P.S. Jadavpur, Kolkata - 700 032 and (2) **SRI MANAB PAUL**, PAN AJLPP6658F, AADHAAR NO. 6993 3793 3244, son of Sri Narayan Chandra Paul, by Nationality - Indian, by religion Hindu, by occupation Business, residing at 10, New Bikramgarh, P.S. Jadavpur, Kolkata - 700032, hereinafter collectively referred to as the '**LAND OWNERS**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns or Nominee) of the **FIRST PART**;

AND

For Sree Balaji

Proprietor

19 MAR 2020



Narayan Chandra Paul

716291

19 NOV 2019

Name: _____
Address: _____
Vendor: _____

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarni
Kolkata - 700 001

For Sales Balaji

10/11/2019

M/S. SREE BALAJI (PROPRIETOR : MANAB PAUL, PAN AJLPP6658F) Proprietorship firm having its registered office at 90/1, Prince Golam Hossein Shah Road, P.S. Jadavpur, P.O. Golfgreen, Kolkata - 700 095, represented by its Proprietor **SHRI MANAB PAUL, PAN AJLPP6658F, ADHAAR NO. 6993 3793 3244**, son of Narsyan Chandra Paul, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, P.S. & P.O. Jadavpur, Kolkata-700032, hereinafter referred to as the **'DEVELOPER/SELLER' PAN AJLPP6658F, ADHAAR NO. 6993 3793 3244**, (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/his heirs, executors, administrators, legal representatives and/or assigns or Nominee, successors and successor-in-office) of the **SECOND PART**.

The Land Owners and the Developer are individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A.** The Developer is an entity engaged in the development of ALL THAT piece and parcel of 147 Decimals "BASTU" Land, lying and situated in Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606 (38 Decimals), L.R. Dag No. 607 (25 Decimals), L.R. Dag No. 605/1147 (84 Decimals), Present L.R. Khatian No. 1094, 1213, 827, 1150 respectively.
- B.** By several registered deeds of conveyance/gift the land owners have acquired title to All that piece and parcel of land admeasuring 147 Decimals "BASTU" Land, more or less lying and situated in Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606 (38 Decimals), L.R. Dag No. 607 (25 Decimals), L.R. Dag No. 605/1147 (84 Decimals), Present L.R. Khatian No. 1094, 1213, 827, 1150 respectively morefully and more particularly described in the Schedule and delineated in **Schedule I ("Scheduled Property")**.
- C.** The Owners have obtained permissions from the Ilambazar Gram Panchayat for undertaking development of multistoried building on the Schedule property, as indicated by the land use certificate issued by the relevant Ilambazar Zila Parishad/ Department of Panchayats and Rurals Development, West Bengal.
- D.** The Owners are desirous of developing the Schedule property and in the process approached various authorities for obtaining relevant sanctions for such development.
- E.** The Developer has approached the Owners to undertake development of the Schedule property in accordance with the Development Plan and all applicable permits.
- F.** For the purpose of undertaking development of the said Schedule property, the Owners and the Developer have agreed to execute this Agreement in order to set out their mutual rights and obligations for undertaking the Project.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, the parties, with the intent to be legally bound hereby, covenant and agree as follows:-

DEFINITION CLAUSE:-

- (I) SAID PROPERTY** All the above referred piece and parcel of land lying and situate within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADKR Bolpur, DSR Suri and District Birbhum and totalling to an area of 147 Decimal "BASTU" Land, more fully and more particularly mentioned in Schedule "A" hereunder written.



For Sree Balaji
Proprietor

19 MAR 2020

Narsyan Chandra Paul



- (II) **SAID LAND & BUILDING** All the above referred piece and parcel of land lying and situate within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and totaling to an area of 147 Decimals "BASTU" Land, more fully and more particularly mentioned in Schedule "A" hereunder written.
- (III) **NEW BUILDING** shall mean and the residential and commercial buildings proposed to be constructed in or upon the said land comprising in the said property in accordance with the plan to be sanctioned by Zilla Parisad/Department of Panchayats and Rurals Development, West Bengal after or without amalgamation of the said plot of land with other plot or plots.
- (IV) **COMMON FACILITIES** shall mean and include corridors, stair case, parking spaces, gates for ingress and egress, other common areas and amenities, landings, stair ways, stair case, roof, boundary wall, main gate, water, tank, septic tank, pumps and other facilities required for the enjoyment maintenance management of the proposed building or any part thereof.
- (V) **OWNER'S ALLOCATION** shall mean and include same as defined in Article hereunder.
- (VI) **DEVELOPER/PROMOTER'S ALLOCATION** shall mean and include the whole of the said new multistoried buildings as described in Article hereunder except the Owner's allocation in the said multistoried buildings.
- (VII) **BUILDING PLAN** shall mean and include the plan to be sanctioned by the Zilla Parisad/Department of Panchayats and Rurals Development, West Bengal in the name of the Owner for construction of the said new building and/or revised and/or modified as may thereafter be sanctioned by Zilla Parisad/Department of Panchayats and Rurals Development, West Bengal after or without amalgamation of plot with other plot or plots.
- (VIII) **TRANSFER** shall mean and include with registration and delivery of possession and/or by any other means adopted for affecting a transfer of space/flat under law.
- (IX) **ADVOCATE** shall mean only Advocate engaged by the Developer.
- (X) **TRANSFERER/PURCHASERS** shall mean and include a person or persons or party or parties to whom any flat or other space in the new multistoried buildings may hereafter be agreed to be transferred.
- (XI) **CARPET AREA** Demarcated area from inner portion of the boundary wall/outside wall of a flat to the inner portion of the boundary wall/ outside wall of the same flat including the area of internal partition walls i.e. the internal area of the flat and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.
- (XII) **COVER AREA** Cover area of a flat is calculated on the basis of the area from outer portion of a boundary wall of a flat to the outer portion of a boundary wall (opposite) of the same flat and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.
- (XIII) **BUILT-UP-AREA** Build up area of a flat is calculated on the basis of the cover area of a flat plus the proportionate share of common area, stair cases and lift room of the same floor in which the flat is situated and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.



For Sree Balaji

 Proprietor

19 MAR 2020

Karanam Chandra Ramo



- (XIV) **SUPER BUILT UP AREA** Super built up area of a flat is calculated on the basis of the built up area of the flat plus all the proportionate share of the common areas of the whole building, stair cases, roof, passage, common areas of the plot on which the said building to be constructed lift machine room, underground reservoir, overhead reservoir, septic tank etc. and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.

G. Interpretation

In this Agreement, unless the context requires otherwise:

- (I) time is of the essence in the performances of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence.
- (II) unless the context otherwise requires, words importing the singular shall include the plural and vice versa;
- (III) clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- (IV) references to recitals, clauses and schedules are references to Recitals, Clauses and Schedules of and to this Agreement;
- (V) reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time and any rule or regulation promulgated thereunder;
- (VI) the terms "herein", "hereof", "hereto", "hereunder" "hereinafter", "abovementioned" "hereinbelow" and words of similar purport refer to this Agreement as a whole;
- (VII) reference to any agreement, contract, document or arrangement or to any provision thereof shall include references to any such agreement, contract, document or arrangement as it may, after the date hereof, from time to time, be amended, supplemented or novated;
- (VIII) any reference to the masculine, the feminine and the neuter shall include each other;
- (IX) any reference to a "company" shall include a body corporate;
- (X) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the Sub-Clause, paragraph or other provision) in which the expression occurs;
- (XI) reference to the word "include" or "including" shall be construed without limitation;
- (XII) "in writing" includes any communication made by letter or fax or e-mail;
- (XIII) the word "Person" shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organisation or other similar organisation or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and
- (XIV) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

Narayan Chandra Paul



H. PURPOSE AND OBJECTS OF THE AGREEMENT

For Sree Balaji

Proprietor

19 MAR 2020



- (I) By this Agreement it has been agreed by and between the parties that the Developer shall develop and build all infrastructure required for making the plot salable at its cost, expenses, resources and the owners shall make available the entirety of the said Schedule property and provide the Developer with a power of attorney. Without prejudice to the aforesaid, the Developer shall also be required to:
- (II) The owners shall provide plots to be carved out of a portion of the said Schedule property and/or cause to sell the plots forming part of the said project to various intended purchasers, subject to the clauses mentioned hereunder.
- I. Provide various infrastructure facilities (more fully and particularly mentioned and described in the **Annexure D** hereunder written).

J. GRANT OF DEVELOPMENT RIGHT

- (I) The Owners hereby appoints, authorizes and permits the Developer and the Developer hereby agrees, accepts and undertakes to develop the Scheduled Property in accordance with the Development plan and Applicable Permits in connection with the development of the Scheduled Property. The Developer hereby agrees and acknowledges that the aforesaid grant of development right is limited only to undertaking development of the plots and infrastructure and shall not limit, in any way, the right of the owner to grant the right of undertaking construction activities over the Schedule Property, whether to the Developer or any other third party, pursuant to execution of a separate agreement.
- (II) For the consideration specified herein below, the mutual covenants herein contained and the covenants on the part of the Developer herein contained, the owner, in accordance with the terms and conditions set forth herein, hereby grants to the Developer, commencing from the Effective Date, a license in respect of the Scheduled Property, for undertaking the project under the development rights herein granted and for the purposes permitted under this Agreement, and for no other purpose whatsoever.

K. COSIDERATION

The First Part/Land Owners in lieu of their land will be entitled to 10% of the constructed residential area, in the newly constructed multistoried buildings which will be constructed by the Second Party/Developer along with a total consideration of Rs. 2,00,000/- (Rupees Two lakhs) only which will be paid at the time of execution of this Agreement. The Land Owners will not be entitled in any commercial area/club/restaurant/bar/library or any other areas which will be used for commercial purpose in the said plot of land by the Developer/Second Party.

L. LICENCE OVER SCHEDULED PROPERTY

- (I) The Owner hereby grants to the Developer a revocable license to enter the Scheduled property for undertaking the project and for the purposes permitted under this Agreement and for no other purpose whatsoever. The owner shall continue to remain the owner of the Schedule property till such time it is conveyed to the end purchasers in accordance with this Agreement.
- (II) The license that is being granted hereunder shall be deemed to be a license given to the Developer under the provision of the Indian Easements Act, 1882 and nothing contained in this Agreement shall be construed to be an agreement to sell the Scheduled property. It is not intended by the parties hereto that the possession of the Scheduled property, whether actual or constructive, be transferred to the Developer on or after the execution of this Agreement, the intention being that the possession of the Scheduled property shall be transferred to the intended end user

Narayan Chandra Paul



For Sree Balaji

 Proprietor

19 MAR 2020

upon the Developer fulfilling all the obligations under this Agreement and upon the execution of the conveyance as hereinafter provided.



- (III) The Developer agrees and acknowledges that the development rights as well as the license to enter on the Scheduled property shall always be subject to existing and future right of way in favour of the Owner on the Scheduled property to enable Owner, its employees, agents etc.

M. APPROVALS AND CONSENTS

- (I) The primary responsibility of obtaining all necessary clearances from the Government of West Bengal, such as environmental clearance, fire license sanction of plan and other consent permission, and/or approvals whatsoever shall vest with the Owner. However, at the option of the owner and at its sole cost, the Developer may apply and obtained the aforesaid approvals.
- (II) All the plans to be provided for sanctions should be prepared in consultation between the Parties.
- (III) If the applications are made by the Developer on behalf of the owner, the owner hereby agrees to sign and execute such map, plans and any other documents as may be required from time to time to enable the Developer to obtain the Applicable permits as may be necessary or required from time to time.
- (IV) The Developer undertakes to make necessary applications to the electricity board, water supply and sewerage board and/or to such other authority(s) concerned for obtaining the electrical connections, water and drainage connections and also for obtaining Applicable permits in accordance with this Agreement. All costs and expenses for obtaining such connections, Permits, quotas etc., shall be borne by the Developer unless otherwise agreed between the parties.

N. INFRASTRUCTURE FACILITIES

- (I) It is hereby expressly agreed between the parties that all infrastructure facilities to be provided in the Scheduled property and the land underlying the aforesaid infrastructure facilities, shall be held by the Developer for the benefit of all the intended end users and the Developer shall be obligated to provide the benefits to all the proposed end-users.
- (II) The Developer shall be responsible for providing operation and maintenance service to the purchaser and for the aforesaid purpose, as and when any plot is sold or transferred to any end-user, the Developer shall make available such infrastructure facilities to such end-user upon such terms and conditions against such fees as may be agreed upon between the Developer and the end-user.
- (III) The Developer shall be entitled to appoint any facility management company for managing the infrastructure on such terms and conditions as the Developer may deem fit and proper.

O. PROJECT MONITORING

(I) Until the recovery of the Land Cost and other expenses the Owner shall be entitled to monitor the project. It is, however, clarified that the obligation to ensure that the project is implemented and completed in accordance with this Agreement and good industry practice shall lie solely with the Developer.

(II) The Developer agrees and undertakes to comply with the reporting requirements hereunder:

For Sree Balaji

Proprietor

19 MAR 2020

Hariprasanna Choudhary Jand



- (III) the Developer will provide any and all information to the Owner promptly after becoming aware of any actual, pending or threatened material litigation, arbitration, claim or labor disputes relating to the project; and



P. RESOURCE MOBILISATION

For the purpose of undertaking the said project, the Developer shall be responsible to negotiate with any bank and/or financial institution and or anybody-corporate at this sole discretion for obtaining finances on such terms and conditions the developer in its absolute discretion may deem fit and the owner has agreed to mortgage all or part of the schedule property as and by way of collateral on the express assurances on the part of the Developer that the Developer alone be liable to make payment of amount so borrowed together with the interest thereon and shall keep the owner and its directors and officers saved harmless and fully indemnified and against all cost charges claims actions, suit and proceedings including litigation costs.

Q. COMPLETION AND TRANSFER POST COMPLETION

- (I) The time for completion of this project is fixed to 60 months from the date of sanction of plan of the schedule mentioned property, in case of failure to complete the said project within the stipulated 60 months period, both the parties are agreed to allow another 60 months period after the above referred 60 months.
- (II) The Developer shall be entitled to take all appropriate action for the sale and transfer of the various plots and common areas forming part of the Scheduled property at the price recommended by the Developer and for the aforesaid purposes shall be entitled to appoint brokers and other agents on such terms and conditions as the Developer may deem fit and proper.
- (III) The Developer shall be permitted to enter into agreements with the intended purchasers and to collect and receive all the amounts which may become payable in pursuance thereof. It is made clear that the Developer shall be entitled to enter into sale agreement or agreements, receive advance and thereafter execute the sale deed or sale deeds only with the prior written consent of the Owner and after the Owner has approved the terms and conditions of the agreements/deeds of conveyance.
- (IV) For the purpose of conveying any part or portions of the Scheduled Property in favour of any intending purchaser/s, the Owner undertakes to execute appropriate agreements and deeds of conveyance, lease/license or other transfer in favour of such intending purchaser/s for transfer.

R. AUTHORITY

In order to facilitate the Developer to license lease, sell, transfer or otherwise dispose of the sell plots in the Schedule property and/or any undivided share in any part or parcel of the Schedule Property and/or any or parcel of the Schedule Property, the Owner agrees and undertakes to appoint the Developer as its constituted attorney and authorized representative, for the aforesaid purposes and shall to the Developer the powers stated **Annexure C** hereto in relation to such part or parcel of the schedule property by way of a duly notarized power of attorney, and Owner agrees to ratify and confirm all and whatsoever the Developer shall lawfully do or cause to be done in or the schedule Property, provided that the Owner shall not to be obligated to provide such power of attorney, if in its reasonable opinion, the part or parcel of Scheduled Property proposed to be sold, transferred or leased has not been developer in accordance with the Applicable Permits.



COVENANTS OF THE PARTIES

For Sree Balaji

Proprietor

19 MAR 2020

Narajee Chandra Paul

(a) **Negative Covenants of the owner**

Except as contemplated in this Agreement or unless otherwise agreed by the Developer in writing, the Owner undertakes not to;

- (I) Carry out any material alteration or addition to, or materially affect any change of use of, the Schedule Property or any part thereof;
- (II) enter into vary any agreement, lease, tenancy, license or other commitment in respect of the Schedule Property or any part thereof;
- (III) sell, convey, sub-let, transfer, assign, or give any authority in relation to, the Schedule Property or any part thereof, or rights or easements over the Schedule Property or any part thereof, or enter into any covenants affecting the Schedule property or part thereof, agree to do any of the foregoing, except as permitted under this Agreement ;
- (IV) enter into any guarantee, indemnity or other agreement to secure any obligation of a third party or create any encumbrance over the Schedule Property or any Part thereof; or
- (V) impose any further terms which maybe onerous on the part of the Developer to perform such that the project shall be rendered ineffective, uneconomical and not viable to pursue.

Provided that, nothing contained in the Clauses mentioned hereinabove, shall be construed to restrict the right of the Owner to, undertake, on its own or through any third party, construction activities on the Schedule Property.

(b) **Positive Covenants of the Owners**

The Owner undertakes to

- (I) co-operate with the Developer to obtain all relevant Applicable Permits and if required, shall jointly communicate with any local body or authority which may raise any claims or objections in relation to the development of the Project;
- (II) provide all assistance and cooperation necessary for the Developer to implement the project including in order to remove/relocate illegal encroachers on the Scheduled Property;
- (III) allow the Developer to access and right of way over the entire Scheduled Property , in so far necessary for setting up the relevant infrastructure;
- (IV) execute the deed of conveyance and/or conveyances in favour of the intended purchaser;
- (V) allow the Developer to bring, deposit in and remove from the Scheduled Property all such material, plant, appliances as may be required of expedient for the execution of the Project, and to pull, cut down, demolish, fell, remove and/or make alteration or additions Scheduled Property and subject to applicable laws, sell, remove, dispose of or otherwise deal with materials thereof and any earth, clay, gravel, sand or other substance or materials excluding article of historic interest, religious interest or value, on and from the Scheduled Property and to use any of the same for the Project;
- (VI) unconditionally comply with all the conditions, terms, undertaking as may be imposed by the relevant authorities relating to the Project and shall, without any limitation, from time to time disclose all facts, information and issues where such



For Sree Balaji

[Signature]
Proprietor

19 MAR 2020

Narayan Chandra Fawad

fact, information and issues are material, relevant or otherwise, which the Developer ought and should reasonably be in the know of; and

- (VII) allow the Developer to raise finance for undertaking the Project including by means of creating a mortgage/charge in respect of the Schedule Property and/or any infrastructure developed thereon in favour of any bank/financial institution.

(c) **Covenants of the Developer**

The Developer covenants and undertakes that it shall

- (I) subject to the terms herein, after the Effective Date, be responsible, at its own cost and to its own account for the development of the Project and all other cost incidental thereto;
- (II) construct all structures temporary or permanent which may be required for the purpose of Development of the Project, either as per the terms of this agreement or with a specific approval in writing from the Owner;
- (III) demolish all structures, which are not required for the purpose of development of the Project, either during or upon the completion of the Project, with prior approval of the Owner;
- (IV) ensure that there are no encroachers upon the Scheduled Property; appoint security staff for the said purpose; take steps for eviction of unauthorized occupants on the Scheduled Property in consultation with the Owner; put up fences, walls etc. for the said purpose; and indemnify the Owner against any claims by any Person to the effect that such person has been wrongly evicted from the Scheduled Property;
- (V) arrange for the maintenance of the Project facilities and infrastructure facilities;
- (VI) complete the Project strictly in accordance with the sanctioned plans as approved by the appropriate authority without any deviations whatsoever in keeping with the best industry practice followed in similar project;
- (VII) comply with terms and conditions of all the Applicable Permits obtained in the name of the Owner for the development of the Scheduled Property;
- (VIII) be fully responsible for any deviation or unauthorized construction or any accident or mishap while developing the Project and shall always keep the Owner indemnified against all losses, claims or liabilities, if any, arising out of such accident or mishap; and
- (IX) make all applications and filings and take all steps necessary in order to obtain Applicable Permits expeditiously from the concerned authorities for the development of the Project.

(d) **Mutual Covenants**

The Parties do hereby covenant with each other as follows;

- (I) they will duly comply with their respective obligations under this agreement to insure smooth completion of the development of the land parcels at the Scheduled Property;
- (II) neither party will intentionally do or cause to be done any act, deed, matter or thing whereby or by reason whereof the Project is in any way hindered or obstructed; and



For Sree Balaji

Proprietor

19 MAR 2020



Manoj Kumar Choudhary



- (III) to do all acts, deeds, matter and things as may be necessary and/or required to be done by them from time for undertaking and completing development of the Scheduled Property.

T. SUB CONTRACTING

The developer shall not subcontract its obligations under this agreement in whole to a third party for the performance of the Agreement. The Developer may however, sub-contract portions of the Agreement to third parties deemed qualified by it. The Developer shall be responsible for the acts, defaults and neglects of any sub-suppliers, its agents or employees fully as if they were his acts, defaults or neglects.

U. REPRESENTATION AND WARRANTIES

- (a) Each of the parties represents to other party that as on the date hereof:
- (I) such party is duly organized and validly existing under the laws of India and has all requisite legal power and authority to execute this Agreement and to carry out the terms, condition and provision hereof;
- (II) all consents and al legislative, administrative and other governmental action including respective party's board approvals required to authorise the execution, delivery and performance by such Party and the transaction contemplated hereby have been taken or obtained and are in full force and effect, except to the extent of such actions which by the terms hereof are to be taken at a future date;
- (III) assuming the due authorization, execution and delivery hereof by the other party, this constitutes legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable insolvency, reorganization moratorium or similar laws affecting creditors rights generally;
- (IV) such party's entry in to this Agreement. And the exercise of its rights and performance of and compliance with its obligations under or in connection with this Agreement or any other document Entered into under or in connection with this Agreement, will constitute, private and commercial acts done and performed for private and commercial purposes;
- (V) the execution, delivery and performance of this Agreement by such party and the consummation of the transaction contemplated hereby will not (i) violate any provision of the organizational or governance documents of such party, (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under any instrument, Contract or other agreement to which it is a party or by which it is bound: or (iii) violate any order, judgment or decree against, or binding upon the party or upon its respective securities, properties or businesses;
- (VI) there are no legal, quasi-legal, administrative, mediation, Conciliation or other proceeding, claims, actions, governmental investigation, orders, judgments or decrees of nature made, existing or to its best of knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder, and

it will comply with all applicable laws, regulatory requirements, standards, guidelines and codes of practice in with the performance of its obligation under this Agreement and will not do or permit anything to be done which might cause or otherwise result breach of the Agreement or cause any detriment to the transaction herein envisaged.



For Sree Balaji

Proprietor

19 MAR 2020

Narayan Chatterjee



- (b) The Owner hereby represent and warrants further that:
- (I) it is the legal and beneficial owner of the Scheduled Property and are solely entitled in law to the Scheduled Property and has a good unfettered, absolute and unconditional title to the Scheduled Property;
 - (II) it is physical possession and actual occupation of the Scheduled Property on an exclusive basis and no other right of occupation or enjoyment has been acquired or is in the course of being acquired by any third party;
 - (III) it has the absolute right and authority to grant, sell, convey, assign and assure the development rights and there is no law, regulation, order, decree or contractual arrangement which restricts its right to dispose of the Development rights in the Scheduled Property and enter into the transaction contemplated herein;
 - (IV) at the time of handing over the possession of the Scheduled Property the same would be transferred with good legal clear marketable title, free of any encumbrances or defect to the intended end-user for the avoidance of doubt, it is agreed that existing rights of way and easements to the Scheduled Property shall not be deemed to be encumbrances;
 - (V) it has not entered in to any Agreement whatsoever, formal or informal, written or verbal, with any other person or entity for development or otherwise creating encumbrance, line or mortgage in respect of the Scheduled Property, except as disclosed to the Developer;
 - (VI) there are no actual or threatened investigation or enquiries by any governmental, statutory or other body in respect of the Scheduled Property that are pending or in existence in respect of the Scheduled Property or any part thereof No notice, order, complaints or requirements have been issued or made by any competent authority exercising statutory or delegated powers in respect of the Scheduled Property or any part thereof, or the use thereof, or the compulsory acquisition, demolition or clearance of the Scheduled Property or any part thereof; and
 - (VII) all taxes and any surcharges and penalties, if any, in relation to tax on the Scheduled Property have been paid by the Owner as of Effective Date.
- (c) The Developer hereby represents and warrants further that:
- (I) it has the necessary experience, capability and infrastructure to carry out the development and infrastructure work and/or the said Project; and
 - (II) it has adequate funds to undertake the Project.
- (d) The Developer acknowledges that:
- (I) the Scheduled Property forms only a part of the total land parcel as delineated in the Development plan and granting of development right by the Owner does not imply or guarantee granting of development rights by the other land owners owning different land-parcels surrounding the Scheduled Property; and
 - (II) until the possession is handed over in accordance with this Agreement, Owner shall not be prevented from putting forth any independent or exclusive claim, right or title over the Scheduled Property.

Notary Seal of A. K. Sinha



ON EVENT OF DEFAULTS

For Sree Balaji

Proprietor

19 MAR 2020



On Event of Default ("EoD") shall occur in respect of a Party (the "Defaulting Party") under the following conditions:

- (I) upon a material or fundamental default or breach of any term of this Agreement by such defaulting Party;
 - (II) if any warranty or representation herein of such Defaulting Party being or becoming materially untrue or inaccurate; or
 - (III) such Defaulting Party is declared insolvent or a receiver or administrator is appointed in respect of the whole or substantial part of the asset.
- (a) without prejudice to the generality of the aforesaid, the following shall be deemed to be a material or fundamental breach by the Developer:
- (I) if the Developer wholly suspends the execution of the Project except for Force Majeure reasons or files to comply with any requirements of this Agreement which affect the Owner's interest in the Project; or
 - (II) if the Developer fails to complete the Project in the manner agreed upon.
 - (III) Upon the occurrence of an EoD, then the Party which is not the Defaulting party (the "Non-DEFAULTING Party") shall give the Defaulting party a notice period of 60 (sixty) days ("Cure period") to cure the EoD. If the Defaulting party fails to cure such EoD within the Cure Period to the satisfaction of the Non Defaulting Party, then the non Defaulting Party may, at its sole discretion and without prejudice to any other remedies of such Non Defaulting party set forth in this Agreement or otherwise available at law or in equity, upon notice to the Defaulting Party, terminate this Agreement.
- (b) In the event the Owner terminates the Agreement due to default by the:
- (I) the development rights shall forthwith terminate and the Developer shall ensure no further development activity takes place on the Scheduled Property after the termination of the Agreement;
 - (II) the Developer shall ensure that all its representatives, employees, contractor and any other third parties by the Developer for the development of the Project forthwith vacates the Scheduled Property;
 - (III) from the termination date, the Developer shall not deal with the Project or the Scheduled Property in any manner other than only for the collection of any receivables Of the Project and/or the Developer; and
 - (IV) subject to what is provided herein above, the Developer shall continue to be responsible for all obligations under all deeds, contracts and arrangements entered in to by the Developer or orders issued in favour of the project and applicable laws.
- (c) in the event the Developer terminates the Agreement due to default by the Owner and Owner shall forthwith compensate the Developer all moneys paid by the Developer to the Owner and also compensate the Developer for all losses and damages suffered and the Development Cost incurred by the Developer in pursuance of this Agreement. In the event the Agreement is terminated by the Owner, the Developer shall be entitled to the Development Cost till then incurred by the Developer along with such compensation as computed in accordance with **Annexure B** to this Agreement.



For Shee Balaji

[Signature]
Proprietor

19 MAR 2020

Narayan Chandra Fard



W. INDEMNITY

- (I) Each of the parties (the "Indemnifying Party") agree to indemnify and save harmless the other party ("Indemnified Party") promptly upon demand and from time to time against any and all direct losses, damages, costs, liabilities, fines, penalties, imposts, deficiencies, compensations paid in settlement or expenses (including without limitation, reasonable attorneys fees and disbursements but excluding any indirect, consequential, punitive, remote or special damages) incurred or suffered (collectively, **losses**) arising from or in connection with any actions, suits, claims, proceedings, judgments (whether or not resulting from third party claims) relating to or arising out of any inaccuracy in or breach of the representations or warranties or non-performance of the covenants and obligations of the indemnifying Party under this Agreement ("**Claim**").
- (II) A claim may be made by an indemnified Party by giving a notice of the Claim to the indemnifying Party. The notice of such Claim shall contain a description of the basis for such Claim and the calculation of the amount claim (to the extent reasonable practicable) and shall give the indemnifying Party, a period of 30 (thirty) days to cure the breach or default complained of in the even the indemnifying party has failed to remedy such breach or default within the said 30 (thirty) day period, then the indemnifying Party shall indemnify the indemnified Parties within 15 (fifteen) days from the end of the 30 (thirty) day period.
- (III) The indemnification rights of the indemnified Party under this Agreement are without prejudice, independent of and in addition to such other rights and remedies as the indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- (IV) without prejudice to the indemnified Party's right to an indemnity under this Agreement, except in the case of fraud, deliberate breach, gross negligence or willful misconduct, no indirect consequential damages are recoverable from the indemnifying Party by the indemnified any in tort, contract or otherwise, including loss of Property, business interruption, Economic loss, special damages, and restitution, or damages thereof.

X. Force Majeure: Force majeure shall, inter alia, mean and include non-availability or irregular availability of essential inputs, non-availability of water supply or sewerage disposal connection or electric power or other civic amenities from the concerned authorities and/or slow down or strike by contractor/construction agencies employed/to be employed in, litigation(s), acts of God, acts of any statutory agency or government or any court order and such other reasons beyond the control of M/S. SREE BALAJI in respect of the services for maintenance of the said complex.

Y. The right of user of all wall surfaces that are exposed to the common area will be retained by M/S. SREE BALAJI. This will include the boundary wall. Signage in these areas, if any, will belong to M/S. SREE BALAJI. If any Units wish to use any of the surfaces for their own branding, then, they need to take permission in writing from M/S. SREE BALAJI and will need to pay the necessary charges as may be levied by M/S. SREE BALAJI from time to time. M/S. SREE BALAJI shall always have the right to provide such space for advertising of products, considering the decency Also, M/S. SREE BALAJI may use these wall spaces for signage to guide visitors as well as to put up murals, paintings, posters and such other decoration items etc. as may be so decided by M/S. SREE BALAJI to enhance the aesthetic quality of Complex.

However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and



For Sree Balaji

Proprietor

19 MAR 2020

Narasimhan Chandra Prasad

Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring arbitration will be referred to sole arbitrator Mr. Debasish Roy Chowdhury, Advocate, High Court, Calcutta of 8, Old Post Office Street, Ground Floor, Kolkata 700001. The venue of such arbitration will be decided by the said arbitrator. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.



SCHEDULE 'A'

1. **All That** piece and parcel of 25 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. & L.R. Dag No. 607, R.S. Khatian No. 226 corresponding to L.R. Khatian Nos. 111 and 151, present L.R. Khatian No. 827, within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT - A".
2. **All That** piece and parcel of 20 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. and L.R. Dag No. 606, L.R. Khatian No. 998, present L.R. Khatian No. 1213 and 1094, within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT - B".
3. **All That** piece and parcel of 84 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian Nos. 1111, 1109, 1117, 1115, 1114, 1108, 1113, 1112, 1119, 1053, 1118 and 1110, within the jurisdiction of Ilambazar Police Station, within the limits of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District - Birbhum, hereinafter referred to as "LOT - C", the details of which are given below:-
 - (i) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1116, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
 - (ii) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1111, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
 - (iii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1109, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
 - (iv) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1117, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
 - (v) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1115, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

Narayan Anura Seal



For Sree Bataji

[Signature]
Proprietor

19 MAR 2020



- (vi) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1114, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (vii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1108, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (viii) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1113, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (ix) **All That** piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1112, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (x) **All That** piece and parcel of 6 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1119, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xi) **All That** piece and parcel of 21 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1053, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xii) **All That** piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1118, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xiii) **All That** piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1110, present L.R. Khatian No. 1150 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
4. **All That** piece and parcel of 18 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, within the jurisdiction of Ilambazar Police Station, within the limits of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District - Birbhum. hereinafter referred to as "LOT - D", the details of which are given below:-
- (i) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Ilambazar Police



For Sree Balaji

Proprietor

19 MAR 2020

Narayan Kumar

Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, and District Birbhum.



- (ii) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iii) **All That** piece and parcel of 0.5 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iv) **All That** piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (v) **All That** piece and parcel of 4 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

All the above referred piece and parcel of land are lying and situate within the jurisdiction of Ilambazar Police Station and within the limit of Ilambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and totaling ("LOT - A" + "LOT - B" + "LOT - C") to an area of 147 Decimals "BASTU" Land, lying and situated in Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606 (38 Decimals), L.R. Dag No. 607 (25 Decimals), L.R. Dag No. 605/1147 (84 Decimals), Present L.R. Khatian No. 1094, 1213, 827, 1150 Respectively.

On the North: Black Top Road (Kabi Jaydev Road)
 On the South: Vacant Land
 On the East: Black Top Road (Panchayet Road)
 On the West: Panthuniwas Shantiniketan (existing buildings)



For Sree Balaji

Proprietor

19 MAR 2020

Handwritten signature: Narayan Chandra Ram



IN WITNESS WHEREOF the parties hereunto have/has signed sealed and delivered these presents on the day, month and year first above written.

Signed, Sealed and Delivered
At Kolkata in presence of:

1.


Narayan Chandra Paul
SIGNATURE OF THE LAND OWNERS
PAN BKVPP6413Q
PAN AJLPP6658F

2.

For Shree Balaji

Proprietor

SIGNATURE OF THE DEVELOPER/SELLER
PAN AJLPP6658F



Drafted by:

✓
Tathagata Ray
LLB (Leeds, UK)
Advocate
High Court, Calcutta
35A, Old Ballygunge First Lane,
Kolkata - 700019
WB/636/1998

Identified by me
Hansiraj Ray
Advocate

*Signature Attested
on Identification*

18 9 MAR 2020


A. K. Sinha, Notary
Allpara Judges/Police Court, Cal-27
Regd. No. 608/1995 Govt. Of India

19 MAR 2020

