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28 APR 2017

DEVELOPMENT AGREEMENT

1. Date: 25th April, 2017
2. Place: Kolkata
3. Parties

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S. H. & RAY

Advocates

3rd Floor, Hastings Chambers
C. Mani Sankar Roy Road
Kolkata - 700001

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[RAJ GOPAL PASARI]



[Signature]

- 3.1 **Rajat Gateway Private Limited** (previously known as **Lawrence Chemical & Engineering Co. Private Limited**), a company governed by the provisions of Companies Act, 2013, having its registered office at 8, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AAACL9302M**), represented by its director, **Raj Gopal Pasari**, son of Late Magniram Pasari, by faith Hindu, by occupation Business, nationality Indian, of 8, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AFOPP5578B**)

(**Owner**, includes successors-in-interest and/or assigns)

And

- 3.2 **Rajat Projects Private Limited**, a company governed by the provisions of Companies Act, 2013, having its registered office at 4, Azimganj House, 7, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AAFCR3120C**), represented by its director, **Ghanshyam Purohit**, son of Deo Kishan Purohit, by faith Hindu, by occupation Business, nationality Indian, of 4, Azimganj House, 7, Camac Street, Post Office Circus Avenue, Kolkata-700017, Police Station Shakespeare Sarani (**PAN AFUPP8158F**)

(**Developer**, includes successors-in-interest and/or assigns).

Owner and Developer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Development and Commercial Exploitation of Said Property:** Agreement between the Owner and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of land measuring 87 (eighty seven) *cottah* and 5 (five) *chittack*, more or less, **together with** RT sheds and structures measuring 5000 (five thousand) square feet erected thereon, situate, lying at and being Municipal Premises No. 73, Diamond Harbour Road, Post Office Behala, Kolkata-700104, Police Station Behala, within the jurisdiction of Ward No. 144 of Kolkata Municipal Corporation (**KMC**), comprised in L.R. *Dag* Nos.649, 650, 650/997,650/998, 651,652, 653 and 654, recorded in L.R. *Khatian* No. 2605, *Mouza* Joka, J.L. No. 21, Sub-Registration District Behala, District South 24 Parganas, described in the **1st Schedule** below and delineated on the **Plan** annexed hereto and bordered in color **Red** thereon (**Said Property**), by way of construction of a complex comprising of a cluster of new buildings and ancillary facilities and other areas on the Said Property (collectively **Said Complex**) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (collectively **Project**). The **Plan** attached to this Agreement will always be treated as an integral part of this Agreement.

5. Representations, Warranties and Background

- 5.1 **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:






ADDITIONAL SECRETARY
25 APR 2017

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- 5.1.1 **Ownership of Said Property:** Through the devolution of title of the Said Property as stated in the 2nd Schedule below (**Devolution Of Title**), the Owner has become the absolute owner of the Said Property.
- 5.1.2 **Rights of Owner:** The Owner is seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Owner has any right, title and/or interest of any nature whatsoever in the Said Property or any part thereof.
- 5.1.3 **Owner Has Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage or lien. The Owner shall at its costs and responsibility keep the Said Property free and marketable till the completion of the Project.
- 5.1.4 **No Encumbrance by Act of Owner:** The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.5 **No Previous Agreement:** The Owner has not entered into any agreement for sale or transfer or lease or development of the Said Property with any person or persons, save the Developer and/or persons in control of the Developer.
- 5.1.6 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and the Owner asserts that (1) it does not hold any excess vacant land (whether in the Said Property or otherwise) and (2) it has not received any notice of any proceeding or are not involved in any proceeding relating to Urban Land Ceiling in respect of the Said Property.
- 5.1.7 **Right, Power and Authority to Enter into Agreement:** The Owner has good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein and appropriate Resolutions/Authorizations to that effect exist.
- 5.1.8 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities having jurisdiction over the Said Property.
- 5.1.9 **No Right of Pre-emption:** No person or persons whatsoever have/had/has made any claim of preemption over and in respect of the Said Property or any part thereof.
- 5.1.10 **No Mortgage:** No mortgage or charge has been created by the Owner by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.1.11 **No Corporate Guarantee:** The Said Property is not affected by or subject to any corporate guarantee for securing any financial accommodation.
- 5.1.12 **Status of Possession:** The Said Property is presently in the *khas*, vacant, peaceful and absolute possession of the Developer for performance of this Agreement.

- 5.1.1 **Ownership of Said Property:** Through the devolution of title of the Said Property as stated in the 2nd Schedule below (**Devolution Of Title**), the Owner has become the absolute owner of the Said Property.
- 5.1.2 **Rights of Owner:** The Owner is seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Owner has any right, title and/or interest of any nature whatsoever in the Said Property or any part thereof.
- 5.1.3 **Owner Has Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage or lien. The Owner shall at its costs and responsibility keep the Said Property free and marketable till the completion of the Project.
- 5.1.4 **No Encumbrance by Act of Owner:** The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.5 **No Previous Agreement:** The Owner has not entered into any agreement for sale or transfer or lease or development of the Said Property with any person or persons, save the Developer and/or persons in control of the Developer.
- 5.1.6 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and the Owner asserts that (1) it does not hold any excess vacant land (whether in the Said Property or otherwise) and (2) it has not received any notice of any proceeding or are not involved in any proceeding relating to Urban Land Ceiling in respect of the Said Property.
- 5.1.7 **Right, Power and Authority to Enter into Agreement:** The Owner has good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein and appropriate Resolutions/Authorizations to that effect exist.
- 5.1.8 **No Dues:** No tax in respect of the Said Property is due to the local authority and/or any other authority or authorities having jurisdiction over the Said Property.
- 5.1.9 **No Right of Pre-emption:** No person or persons whatsoever have/had/has made any claim of preemption over and in respect of the Said Property or any part thereof.
- 5.1.10 **No Mortgage:** No mortgage or charge has been created by the Owner by depositing the title deeds or otherwise over and in respect of the Said Property or any part thereof.
- 5.1.11 **No Corporate Guarantee:** The Said Property is not affected by or subject to any corporate guarantee for securing any financial accommodation.
- 5.1.12 **Status of Possession:** The Said Property is presently in the *khas*, vacant, peaceful and absolute possession of the Developer for performance of this Agreement.

- 5.1.13 **Free From All Encumbrances:** The Said Property is now free from all claims, demands, encumbrances, mortgages, charges, liens, attachments, *lispendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachment, financial institution charges, statutory prohibitions, acquisitions, requisitions, vesting, *bargudars* and liabilities whatsoever or howsoever made or suffered by the Owner or any person or persons having or lawfully, rightfully or equitably claiming any estate or interest therein through, under or in trust for the Owner and the title of the Owner to the Said Property is free, clear and marketable.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity to successfully undertake and complete the development of the Said Property in the manner envisaged in this Agreement and has and/or will have in due course necessary licenses, permissions and registration from concerned authorities to undertake the development of the Said Property.
- 5.2.2 **Financial Arrangement and Marketing:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs from banks and financial institutions required for development of the Said Property and has the necessary infrastructure and expertise to market the Project to the Transferees (defined in Clause 5.3 below).
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto.
- 5.2.4 **Brand Image:** The Developer has a very well respected brand image and such image should lead to value addition to and better realization from the Said Complex.
- 5.2.5 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the Said Complex and by commercially exploiting the Said Complex by way of implementation of Project by selling the saleable spaces and amenities in the Said Complex (**Units**) to prospective buyers [collectively **Transferees**, which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex and for the purposes contained in Clause 8.9 hereto shall include (1) the Owner for unsold Units comprised in the Owner's Allocation (defined in Clause 6.1 below) and (2) the Developer for unsold Units comprised in the Developer's Allocation (defined in Clause 6.1 below)]. Broad terms and conditions were agreed and it was also agreed that a formal development agreement would be entered into in due course. This Agreement is such formal development agreement and is the governing contract and understanding between the Parties.

- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions agreed by and between the Parties for the Project are being recorded by this Agreement.
6. **Basic Understanding**
- 6.1 **Development of Said Property by Construction and Commercial Exploitation of Said Complex:** The Parties have mutually decided that the Developer shall be appointed to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon and commercial exploitation of the Said Complex by way of sale, lease, transfer etc. (**Alienation**) for mutual benefit of the Parties. The entire proceeds arising from the Alienation of the Said Complex (**Realizations**) and all saleable spaces remaining unsold upon the completion of the Said Complex within the Completion Time (defined in Clause 8.7 below) (**Unsold Units**) shall be equally shared by and between the Owner and the Developer. In other words, the Owner shall collectively be entitled to 35 % (thirty five) of the Realizations and 35% (thirty five) of the Unsold Units (collectively **Owner's Allocation**) and the Developer shall be entitled to 65% (sixty five) of the Realizations and 65% (sixty five) of the Unsold Units (collectively **Developer's Allocation**). It is clarified that from the Realizations comprised in the Owner's Allocation, the Developer shall be entitled to hold back/deduct (1) the Extras (defined in Clause 8.9 below) (2) the Marketing Cost (defined in Clause 11.12 below) and (3) Service Tax as may be applicable from time to time.
- 6.2 **Nature and Use of Said Complex:** The Said Complex shall be constructed in accordance with architectural building plans prepared by the Developer (**Building Plans**) through Raj Agarwal & Associates (**Architect**) and sanctioned by the KMC and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use cluster of residential buildings with specified areas, amenities and facilities to be enjoyed in common. The cluster of residential buildings (collectively **Said Buildings**) is laid out in the manner designed by the Architect. It is clarified that the vertical extent of the Building Plans may be sanctioned in phases viz. initial and final, as per regulatory norms of the Planning Authorities and thus the expression Building Plans shall include all such sanctions in phases.
- 6.3 **Costs of Development etc.:** The Developer shall bear and pay all costs and expenses of and relating to construction, development of the Said Complex and shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. in this regard. It has been agreed between the Parties that the Owner shall have the right to inspect the development work, workmanship and the material used in the Project.
- 6.4 **First Right of Refusal:** In the event the Owner decides to sell off the shareholding or part with control or management of the Owner in the Said Property, they shall first offer to transfer their shares in the Said Property to the Developer in writing. The Developer shall intimate the Owner about its decision in writing within 7 (seven) days from the date of the receipt of such offer. In the event the offer of the Owner is turned down by the Developer in writing or the Developer fails to intimate the Owner about its decision within the above period of 7 (seven) days, the Owner shall be at liberty to place such offer to any third party. Similarly, if the Developer is desirous of disposing off its shareholding in the Project, it should offer the same in writing to the Owner at the first instance. In the event the offer of

the Developer is turned down by the Owner in writing or the Owner fails to intimate the Developer about its decision within the above period of 7 (seven) days, the Developer shall be at liberty to place such offer to any third party.

7. **Appointment and Commencement**

7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the developer of the Said Property with right to execute the Project in accordance with this Agreement. The appointment of the Developer is subject to punctual and full performance by the Parties of their respective obligations under this Agreement. The Developer hereby accepts the said appointment by the Owner.

7.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or the termination of this Agreement, whichever is earlier.

8. **Sanction and Construction**

8.1 **Survey and Measurement:** The Said Property has already been surveyed and measured jointly by the Parties and therefore the measurements given in the **1st Schedule** of this Agreement are final and binding on the Parties.

8.2 **Land Related Approvals:** The Owner shall be responsible for obtaining land related approvals, clearances etc., such as mutation, conversion, permission/clearance under the Urban Land (Ceiling & Regulation) Act, 1976 and in this regard, the Owner shall sign all necessary documents and papers required for obtaining such approvals, clearances and permissions and all costs and expenses relating thereto shall be borne and paid by the Owner.

8.3 **Local Issues:** The Developer and the Owner shall be jointly responsible for dealing with all local and political issues in respect of the development of the Said Property.

8.4 **Building Plans:** With regard to the Building Plans it is clarified that (1) modifications and revisions of the Building Plans may be made by the Developer in consultation with the Owner so that full potential of FAR of the Said Property shall be ultimately and eventually utilized for construction of the Said Complex on the Said Property (2) the Developer shall be responsible for obtaining all municipal and other approvals needed for such modifications and revisions of the Building Plans (including Completion Certificate) and (3) all costs, charges, expenses, outgoings and fees for sanctions and clearances of modifications and revisions of the Building Plans shall be borne and paid by the Developer.

8.5 **Architect and Consultants:** The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility thereto.

8.6 **Construction of Said Complex:** Within 7 (seven) days of receiving all necessary approvals for commencement of construction of the Said Complex, the Developer

shall notify the Owner of the same, in writing. The Developer shall commence the construction work of the Said Complex within 60 (sixty) days from the date of receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the 3rd Schedule below, common to all Units of the Said Complex (**Specifications**). The Developer shall use standard quality building materials and the Specifications of the Owner's Allocation and the Developer's Allocation shall be identical and similar.

- 8.7 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete Said Complex within a period of 48 (forty eight) months from the date of commencement of work, with a grace period of 6 (six) months, subject to Force Majeure as defined in Clause 21 below (**Completion Time**). In this regard it is clarified that (1) the construction may be in phases and the completion shall also be in phases and (2) the Completion Time shall not include the time required for obtaining the Completion Certificate from KMC - the Said Complex or portions thereof shall be deemed to be completed if so certified by the Architect along with an undertaking of the Developer to obtain the occupancy certificate from KMC. In case the Developer fails to complete the construction of the Project within the Completion Time in that event the Developer shall pay to the Owner fair market rent on the unsold units with regard to the Owner's Units (defined in Clause 11.6).
- 8.8 **Completion Certificate:** Within 6 (six) months from the Completion Time, the Developer shall, at its own costs and expenses, obtain the occupancy certificate from the KMC.
- 8.9 **Common Portions:** The Developer shall, at its own costs, install and erect in the Said Complex and/or through adjoining project/s of the Developer, the common areas, amenities and facilities such as stairways, lifts, generators, fire-fighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex (collectively **Common Portions**). For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by WBSEB and/or other agencies and the Owner shall also pay the same for the Units in the Owner's Allocation. It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of Unsold Units (defined in Clause 11.6 below) in the Said Complex. The Transferees shall pay all extra amounts to the Developer for certain special services and some of the Common Portions i.e. (1) proportionate costs and expenses for transformer, sub-station, HT panel, cabling and allied equipment installed for supply of electricity to the Said Complex (2) deposits or proportionate share of deposits required to be given to WBSEB and/or other agencies (3) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (4) the charges for generator, club and association formation (5) the deposits and advance for maintenance (6) legal documentation charges and (7) service tax, as applicable (collectively **Extras**).
- 8.10 **Building Materials:** The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, quotas, entitlements and other allocations for cement, steel, bricks and other building materials and

inputs and facilities allocable to the Owner and required for the construction of the Said Complex but under no circumstances the Owner shall be responsible for the same in any manner including, without limitation, to the entitlement, availability, price/value, storage and/or quality of the building materials, inputs and facilities.

- 8.11 **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, temporary 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 Property, upon payment of all usage and other applicable charges.
- 8.12 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owner, within the permissible limits of the Planning Authorities.
- 8.13 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion of the Project.

9. Possession

- 9.1 **Possession of Said Property:** For the purpose of carrying out the development in terms of this Agreement, permissive vacant and physical possession of the Said Property has already been delivered to the Developer by the Owner in part performance, which the Developer hereby confirms and the Developer further confirms that boundary wall encompassing the Said Property has already been constructed and the Developer has appointed security guards at its own costs and expenses for guarding possession of the Said Property.

10. Powers and Authorities

- 10.1 **Power of Attorney for Sanction of Building Plans, Construction of Said Complex and Sale of Said Complex:** Simultaneously herewith, the Owner shall grant to the Developer and/or its nominees ~~a~~ registered Special Power of Attorney for the purpose of (1) getting the Building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities in terms of this Agreement (2) construction of the Said Complex in terms of this Agreement and (3) booking, entering into agreements and granting conveyance of all the Units in the Said Complex to the Transferees (**Said Power Of Attorney**). Grant of the Said Power Of Attorney by the Owner shall not however be deemed to affect/diminish in any manner the responsibility, liability or obligation of the Developer under this Agreement in relation to the matters contained in the Said Power Of Attorney. Notwithstanding anything to the contrary contained elsewhere or in the Said Power Of Attorney, no financial or other liability shall be created on the Owner by virtue of grant of the Said Power Of Attorney or by the exercise of any power or authority under the Said Power Of Attorney and the Developer's nominee(s) who may be appointed as Constituted Attorneys shall neither be entitled to nor create any such liability. It is expressly agreed that the liabilities and obligations of the respective Parties shall continue to remain the same as mentioned in this Agreement, irrespective of grant of the Said Power Of Attorney.
- 10.2 **Exercise of Powers in Phases:** Since the Project may be completed by the Developer in phases, i.e., block by block, the aforesaid powers and authorities shall also be operative and be exercised in phases as more fully explained hereafter

- 10.3 **Conditions Attached to Selling Rights of Developer:** The powers and authorities under the Said Power Of Attorney may be exercised by the Developer in respect of all the Units in the Said Complex in terms of this Agreement subject to the condition that possession of a particular Unit cannot and shall not be handed over to the Transferees till the sale consideration for Owner's Allocation comprised in that Unit has been duly paid to and received by Owner [after deduction of Marketing Cost (defined in Clause 11.15 below)]. The provision of this clause shall not apply to possession for fit-outs, which the Developer shall be entitled to give but without permitting right of occupation.
- 10.4 **Further Acts:** Notwithstanding grant of the Said Power Of Attorney, the Owner hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.
- 10.5 **Exercise of Powers of Conveyance in respect of Unsold Units:** Notwithstanding anything elsewhere to the contrary contained in this Agreement, the attorneys appointed by either party shall not be entitled to deliver possession of or execute the sale deed in respect of the Unsold Units (defined in Clause 11.6 below) forming part of its allocation, until delivery of possession of the unsold units of the Owner's Allocation by the Developer to the Owner and such possession shall be given only after obtaining of the Completion Certificate. The provision of this Clause shall not apply to possession for fit-outs, which the Developer shall be entitled to give but without permitting right of occupation.

11. Sale, Allocations, Financials, Possession and Project Finance

- 11.1 **Construction and Sale by Developer:** The Developer shall, at its own costs and expenses, construct, finish and complete the entirety of the Said Complex in tenantable condition and according to the Building Plans and the Specifications mentioned in the 3rd Schedule below. The Developer will be solely entitled, responsible and liable to sell all Units in the Said Complex and such entitlement and responsibility shall continue upto the Completion Time. During such period, the entire Realizations will be divided between the Parties in proportion to their share, i.e. the Owner shall be entitled to 35% (thirty five percent) thereof and the Developer shall be entitled to the remaining 65% (sixty five percent) thereof. Extras (defined and described in Clause 8.9 above) collected from the Transferees shall be accounted for by the Developer but in the knowledge of owner.
- 11.2 **Proceeds Relatable to Owner's Allocation:** 35% (thirty five percent) of the Realizations deposited with the Developer shall be unconditionally disbursed to the Owner, being comprised in the Owner's Allocation defined in Clause 6.1 above. In case of cancellation of any booking, the Owner shall be liable to refund 35% (thirty five percent) of the amounts received by the Owner in respect of such booking less any forfeiture.
- 11.3 **Proceeds Relatable to Developer's Allocation:** The balance 65% (sixty five percent) of the proceeds deposited with the Developer shall be unconditionally disbursed to the Developer, being comprised in the Developer's Allocation defined in Clause 6.1 above. In case of cancellation of any booking, the Developer shall be liable to refund 65% (sixty five percent) of the amounts received by the Developer in respect of such booking less any forfeiture.

- 11.4 **Effect of Cancellation of Booking/Agreement:** In case of cancellation of any booking or agreement, the Developer shall inform thereabout in writing to the Owner and within 7 (seven) days of such intimation the Parties shall refund their respective share (i.e. 35:65) of the amounts received from the concerned Transferee until then, less any forfeiture. The decision of the Developer with regard to forfeiture shall be final and binding on the Owner. In case of the Owner failing to refund its part, the Developer shall be authorized to pay the Owner's part as well to the Transferee and in such event the Owner shall be liable to pay to the Developer interest @18% (eighteen percent) per annum on the amount under default for the period of default.
- 11.5 **Rate and Price for Units:** The rate and price for sales and transfer for the different categories of Units (including parking rights) and other saleable areas shall be fixed by the Owner and the Developer jointly.
- 11.6 **Owner's Units and Developer's Units:** All saleable spaces remaining unsold in the Said Complex till the date of obtaining of the Completion Certificate (**Unsold Units**) shall be mutually allocated between the Owner and the Developer, on proportionate sharing of advantage/disadvantage basis, in the ratio of 35% (thirty five percent) to the Owner (**Owner's Units**) and 65% (sixty five percent) to the Developer (**Developer's Units**). Such allocation shall be done within 15 (fifteen) days of obtaining of the Completion Certificate and duly documented and after such allocation, the Parties shall be exclusively entitled to transfer/deal with their respective Units in the manner they deem appropriate but in consonance with this Agreement. Neither Party shall have any right, claim or interest on the Units allocated to the other and they shall not in any way interfere with or disturb the quiet and peaceful possession of the other Party's Units. It is however clearly understood between the Parties that the dealings of one Party with regard to its Units shall not in any manner create any contractual or financial liability upon the other Party and such dealing shall always be subject to the provisions of this Agreement.
- 11.7 **Conveyances:** The Developer shall execute deeds of conveyances in favour of the Transferees to whom the Developer contracts to sell and transfer of any Unit, for itself and on behalf of the Owner, on the strength of the Said Power Of Attorney mentioned in Clause 10.1 above.
- 11.8 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.
- 11.9 **Possession to Owner:** In case any saleable space in the Said Complex is not sold and the Owner's Units and the Developer's Units are allocated, the Developer shall be liable to deliver and the Owner shall be obliged to take possession of the Owner's Units immediately upon the allocation and latest within 30 (thirty) days from the allocation, failing which it shall be deemed that the Developer has delivered possession to the Owner on the date specified in the said notice and the Owner shall become liable and responsible for the Rates (defined in Clause 12.1 below) and maintenance charges of the Owner's Units from the date specified in the said notice (**Possession Date**).
- 11.10 **Possession to Transferees:** The Project shall be developed in phases and possession of all Units in the Said Complex sold by the Developer on behalf of the Parties shall be delivered by the Developer directly to the concerned Transferees

subject to receipt of the entire price from them by the Owner and the Developer in terms hereof. For the Developer's Units, the Developer shall retain possession. The Developer hereby agrees and covenants with the Owner not to part with possession of the Developer's Units prior to handing over possession of the Owner's Units to the Owner **provided however** this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Units and **provided further** this embargo shall cease to apply from the Possession Date. Notwithstanding anything to the contrary contained elsewhere, it is expressly agreed that possession, occupation or use (temporary or permanent) of any portion of the Developer's Allocation and the Owner's Allocation in any block shall not be made over to any Transferee (possession of fit-outs can only be given) till the sale consideration for the Owner's Allocation comprised in that block has been fully and duly paid to and received by the Owner. In case possession is made over to any Transferee prior to receipt of Completion Certificate, then the Developer alone shall be responsible for the same without any liability of the Owner and shall keep the Owner fully indemnified in this regard.

11.11 **Project Finance:** The Developer, may arrange for financing of the Project (**Project Finance**) by a Bank/Financial Institution (**Banker**) in respect of the Developer's Allocation. The Developer undertakes to utilize the entire Project Finance for the purpose of this Project only and liability of interest or bank charges shall be to the developers account.

11.12 **Sale of Units:** Notwithstanding anything to the contrary contained in this Agreement, all the Units in the Said Complex shall be sold by the Developer alone and the proceeds of such sale shall be divided between the Owner and the Developer, each having 35% (thirty five percent) and 65% (sixty five percent) share and/or interest, respectively. The basic terms and conditions for dealing with such sell are that (1) for undertaking the responsibility of selling the Owner's Allocation, the Owner shall pay to the Developer 5% (five percent) of the sale price as marketing cost (**Marketing Cost**) for its allocation on sold units and such payment shall be deducted in proportion to the portion of the sale price received by the Owner on periodic basis from the Developer as mentioned below (2) all booking money and installments collected/received in respect of the Owner's Allocation from 1st of the month till 15th of the month shall be settled with the Owner in the ratio mentioned herein by the 22nd of the month and from 16th of the month till 30th of the month shall be settled with the Owner in the ratio mentioned herein by the 7th of the succeeding month of such receipt (3) all booking money and all collection of installments in respect of the Owner's Allocation shall be collected by the Developer and such proceeds shall be reimbursed to the Owner in the manner mentioned above and (4) reporting for all sale of Units shall be intimated to the Owner fortnightly by the Developer through electronic mail. The Owner shall be exclusively entitled to the sale value of the Owner's Allocation, without any right, claim or interest therein whatsoever of the Developer. The Developer shall be exclusively entitled to the sale value of the Developer's Allocation, without any right, claim or interest therein whatsoever of the Owner.

11.13 **Transfer of Land Share of Units:** In consideration of the Developer constructing, selling and paying the sale value of the Owner's Allocation, the Owner shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to all the Units in favour of the Transferees, in such part or parts as shall be required by the Developer. In such conveyances, the Developer shall join to convey the construction component of the Units in favour of the Transferees.

12. **Municipal Taxes and Outgoings**

- 12.1 **Relating to Prior Period:** All land revenue and Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all **Rates** outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.
- 12.2 **Relating to Subsequent Period:** As from the date of this Agreement, the Developer shall become exclusively liable and responsible for the **Rates** till the Possession Date.

13. **Possession and Post Completion Maintenance**

- 13.1 **Notice of Completion:** As soon as the entirety of the Said Complex is completed with occupancy certificate from the Architect and made habitable and tenable with adequate availability of utilities like electricity, water, sewerage, drainage etc. and Common Portions for proper use, occupation and enjoyment, the Developer shall give a written notice to the Owner. The Owner shall be obliged to take inspection of the Owner's Units (unsold Units) within 15 (fifteen) days from the date of receiving of the said notice and shall within 7 (seven) days of inspection intimate in writing any defects/deficiencies, if any, which shall be rectified/removed by the Developer.
- 13.2 **Payment of Rates:** On and from the date of notice of completion, the Owner shall become liable and responsible for the **Rates** in respect of the Owner's Units and the same shall be paid by them.
- 13.3 **Punctual Payment and Mutual Indemnity:** The Owner shall punctually and regularly pay the **Rates** for the Owner's Units to the concerned authorities and the Owner shall keep itself indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.
- 13.4 **Maintenance:** The Developer and the Owner shall mutually frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof and hereby agree to abide by all the rules and regulations to be framed by any Society/Association and/or any other organization who will be assigned with the responsibility of management of the Said Complex and/or the Common Portions.
- 13.5 **Maintenance Charge:** As and from the Possession Date, the Owner shall be responsible to pay and bear the service charge for the common facilities in the Said Complex payable with respect to the unsold Units of the Owner's Entitlement (**Maintenance Charge**). Such **Maintenance Charges** shall include proportionate share of premium for the insurance of the Said Complex, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation and replacement and maintenance charges and expenses for the Said Complex and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, garden, parkways and other facilities whatsoever as may be mutually