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U 728743

DEVELOPMENT AGREEMENT

1. Date: 5th May 2015
2. Place: Kolkata
3. Parties

~~Stamp~~ and the Government is
 authorized to register. The Signatory
 Street/Shop/4 the endorsement
 Street/Shop/4 attached with this
 document on the part of this document

[Signature]
 District Sub-Registrar-II
 North 24-Parganas, Barisal
 6 MAY 2015

- 3.1 **Durable City Projects Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191045) having its registered office at 84/A, C. R. Avenue, Kolkata - 700 012, Police Station Bowbazar, [PAN : AAECD5660Q], represented by its director, **Amal Guhaip**, son of Late Madan Mohan Guhaip, of 22, Serr Bagari Road, Dum Dum, Kolkata - 700 030, Police Station - Dum Dum.
- 3.2 **Liabie Infra Developers Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191064) having its registered office at 53/4, P.N. Midya Road, Kolkata - 700 056, Police Station - Belghoria, [PAN : AACCL4325Q], represented by its director, **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, , Kolkata - 700 006, Police Station - Burtolla,
- 3.3 **Aforetime Housing Projects Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191070) having its registered office 53/4, P.N. Midya Road, Kolkata - 700056, Police Station-Belghoria, [PAN: AALCA3964B], represented by its director, **Sourav Bansal**, son of Sanjeev Kumar Bansal, of 36C, B. T. Road, Cossipore, Kolkata - 700 002, Police Station - Cossipore,
- 3.4 **Santawana Vvapaar Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2013PTC189876) having its registered office at 53/4, P.N. Midya Road, Kolkata - 700056 [PAN : AATCS2171C], Police Station Belghoria, represented by its director **Indraneel Bose**, son of Late Chittranjan Bose, of C-306, Fortune Township, Jessore Road, Kazi Para, Barasat, Kolkata - 700 125, Police Station - Barasat,
- 3.5 **Afterlink Business Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2013PTC190202) having its registered office at 27, Ilabourne Road, Kolkata - 700001, Police Station Hare Street [PAN : AALCA6062G], represented by its director, **Sourav Bansal**, son of Sanjeev Kumar Bansal, of 36C, B. T. Road, Cossipore, Kolkata - 700 002, Police Station - Cossipore,
- 3.6 **Probuild Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2012PTC183909) having its registered office at 84/A, C. R. Avenue, Kolkata - 700 012, Police Station - Bowbazar [PAN : AAGCP7019M], represented by its director, **Sanjeev Kumar Bansal**, son of Ram Saran Gupta, of 36C, B. T. Road, Cossipore, Kolkata - 700 002, Police Station - Cossipore,
- 3.7 **Ganeshdham Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2014PTC191124) having its registered office at 84/A, C. R. Avenue, Kolkata - 700 012, Police Station - Bowbazar [PAN : AAFCG1829F], represented by its director, **Indraneel Bose**, son of Late Chittranjan Bose, of C-306, Fortune Township, Jessore Road, Kazi Para, Barasat, Kolkata - 700 125, Police Station - Barasat,
- 3.8 **Durable Infra Projects Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191043) having its registered office at 84/A, C. R. Avenue, Kolkata - 700 012, Police Station - Bowbazar [PAN : AAECD5662N], represented

by its director, **Amal Guchait**, son of Late Madan Mohan Guchait, of 22, Sett Bagan Road, Dum Dum, Kolkata - 700 030, Police Station - Dum Dum,

- 3.9 **Panchdhan Dealer Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2013PTC190237) having its registered office at Narayani Building, 27, Brabourne Road, Kolkata - 700 001, Police Station - Hare Street. [PAN : AAHCP1584C], represented by its director, **Sourav Bansal**, son of Sanjeev Kumar Bansal, of 36C, B. T. Road, Cossipore, Kolkata - 700 002, Police Station - Cossipore,
- 3.10 **Campaign Developers Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191179) having its registered office at 84/A, C. R. Avenue, Kolkata - 700 012, Police Station - Bowbazar [PAN : AAFCC2219K], represented by its director, **Siddhartha Bhalotia**, son of Ram Gopal Bhalotia, of 32A, Beadon Row, Beadon Street, Kolkata - 700006, Police Station - Burtolla,
- 3.11 **Aforetime Infraproperties Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191173) having its registered office at Narayani Building, 27, Brabourne Road, Kolkata - 700 001, Police Station - Hare Street [PAN : AALCA3963G], represented by its director, **Amal Guchait**, son of Late Madan Mohan Guchait, of 22, Sett Bagan Road, Dum Dum, Kolkata - 700 030, Police Station - Dum Dum,
- 3.12 **Zinnia Constructions Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U70102WB2013PTC191053) having its registered office at 53/4, P.N. Middya Road, Kolkata - 700 001, Police Station Belgharia [PAN : AAACZ6435H], represented by its director, **Sourav Bansal**, son of Sanjeev Kumar Bansal, of 36C, B. T. Road, Cossipore, Kolkata - 700 002, Police Station - Cossipore,
- 3.13 **Sarwaraseth Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2013PTC190223) having its registered office at Narayani Building, 27, Brabourne Road, Kolkata - 700001, Police Station Hare Street [PAN : AATCS0597G], represented by its director, **Ranjan Dey**, son of Kartick Chandra Dey, of 85, Bipin Ganguly Road, Dum Dum, Kolkata - 700030, Police Station - Dum Dum,
- 3.14 **Allnew Enterprises Private Limited**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2013PTC190203) having its registered office at Narayani Building, 27, Brabourne Road, Kolkata - 700 001, Police Station Hare Street [PAN : AAECV0442L], represented by its director **Amal Guchait**, son of Late Madan Mohan Guchait, of 22, Sett Bagan Road, Dum Dum, Kolkata - 700 030, Police Station - Dum Dum,

(collectively Owners, includes successors-in-interest and/or assigns)

And

- 3.15 **Riya Primarc Greens LLP**, a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAC - 3684) having its registered office at 27, Brabourne Road, Narayani Building, 3rd Floor, Room No. 301, Kolkata - 700 001,

Police Station - Hare Street, [PAN : AARFR0703Q], represented by its partner, Mr. Siddhartha Bhalotia, son of Mr. Ram Gopal Bhalotia, of 32A, Beadon Row, Beadon Street, Kolkata - 700 006 nominated by Riva Projects Private Limited

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

Owners and Developer individually Party and collectively Parties.

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

4 Background

- 4.1 **Ownership of Said Property :** The Owners are the joint owners and possessors of land measuring 136 (One Hundred Thirty Six) decimal, more or less contained in R.S. & L.R. Dag Nos. 402, 403, 404, 405 and 406 recorded in L.R. Khatian Nos. 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270 and 1271 *Mouza Benanaspukaria, J. L. No. 18, Police Station Barasat, within the jurisdiction of Ichaput Nilgani Gram Panchayet, District Sub-Registrar, Barasat, Additional District Sub-Registrar, Kadambo Gachi, District North 24 Parganas* more fully and particularly described in the Schedule below and delineated and demarcated on the Plan annexed hereto and bordered in Red colour thereon (the Said Property). The Plan attached to this Agreement forms a part of this Agreement.
- 4.2 **User Rights on Said Road :** A portion of the Said Property is reserved for an arterial road (Said Road) for access to the Said Property as well as all side adjacent/contiguous properties which is included in aforesaid plots of land or which may be added in future (collectively Other Properties) belonging to third parties (collectively Other Property Owners). The Said Road, although part of the Said Property, shall always be and be deemed to be outside the scope of transfer envisaged under this Agreement and the Developer and its transferees shall only be entitled to conditional right only of user and enjoyment on the Said Road in common with the Other Property Owners of the Other Properties (User Rights). Consequently, the expression Said Property wherever used in this Agreement shall be construed accordingly.
- 4.3 **Owners' Representations :** The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and dispenders (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development of the Said Property (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or persons or firm or Company or any body (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have good right, full power, absolute authority and indefeasible title to enter into this Agreement and (6) the Owners have neither done nor permitted to

be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

- 4.4 **Developer's Representations** : The Developer has represented and warranted to the Owners that (1) the Developer is capable of carrying on business of construction and development of real estate (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 4.5 **Grant of Development Right** : Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct new buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the sanctioned building plans to be obtained by the Developer (**Sanctioned Plans**, which includes all sanctioned/permmissible modifications to be made thereto by the Developer, if any, from time to time) from the *Ichapur Nilgarij Gram Panchayet* and/or other concerned authorities (collectively **Planning Authorities**) and prepared by the Architect of the Developer.
- 4.6 **Recording of Terms**: The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

5. Appointment and Commencement

- 5.1 **Appointments**: The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 5.2 **Commencement**: This Agreement commences and shall be deemed to have commenced on and with effect from the execution of this Agreement and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

6. Sanction and Construction

- 6.1 **Sanction of Building Plan**: The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction, modification and/or extension and/or addition of the building plans to ensure that full potential of FAR of the Said Property shall be utilized for construction of the New Buildings. It is clarified that, the Developer shall be responsible for obtaining all other approvals needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate) and all costs and fees for sanctions and clearances shall be borne and paid by the Developer.
- 6.2 **Architect and Consultants**: The Owners confirm that the Owners have authorized the Developer to appoint the Architects and other consultants to complete the Project. All

costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

- 6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.
- 6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**) and other specified facilities.
- 6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 6.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.

7. Possession

- 7.1 **Possession of Said Property.** It has been agreed between the Parties that conditional upon the Developer obtaining the Sanctioned Plans from the Ichapur Nilgunj Gram Panchayat or any other Planning Authorities, the Owners shall deliver khas, vacant, physical and peaceful possession of the Said Property to the Developer for carrying out construction and other development related activities on the Project.

8. Powers and Authorities

- 8.1 **Power of Attorney With Regard to Sanctioned Plans and for Construction and Sale of Units:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for (1) the purpose of getting the Sanctioned Plans revalidated / modified / altered / extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) construction of the New Buildings and booking and sale of the flats and saleable spaces (collectively Units)

in the New Buildings to prospective purchasers (collectively **Intending Purchasers**). It has been agreed between the Parties that the powers and authorities to be granted to the Developer under the Said POA for construction of the New Buildings and booking and sale of the Flats and saleable spaces (collectively Units) in the New Buildings to prospective purchasers (collectively **Intending Purchasers**), shall become operative after the Developer obtains the Sanctioned Plans from the [ChapurNigunj] Gram Panchayet or any other Planning Authorities.

8.2. **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to perform all obligations under this Agreement.

9. **Consideration**

In consideration of the development of the Project at the Said Property by the Developer at its own costs and expenses it is agreed by and between the Owners and the Developer that the entire sale proceeds of the said Project shall be apportioned in the manner as stated hereunder:-

9.1. **Owners' Consideration**

12% of the total sale proceed of the constructed areas of the Project shall be provided to the Owners by the Developer (**Owners' Consideration**) which shall be paid after meeting construction cost of the Project nevertheless it is agreed that all payments towards the Owners' Consideration shall be made as per mutual consent of the Owners and the Developer. In case of any unsold Units remained within the Project then such unsold Units shall be distributed among the Owners and the Developer and in such case the Owners shall be entitled to 12% of such unsold Units.

9.2. **Developer's Consideration**

88% of the total sale proceed of the constructed areas of the Project shall be retained by the Developer without any claim or demand from the Owners (**Developer's Consideration**). In case of any unsold Units remained within the Project then such unsold Units shall be distributed among the Owners and the Developer and in such case the Developer shall be entitled to 88% of such unsold Units.

10. **Obligations of Developer**

10.1 **Compliance with Laws:** The development of the Said Property shall commence and the Said Property shall be developed as per the Sanctioned Plans, schemes, rules, regulations, by-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government

bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

10.2 **Planning, Designing and Development** : The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.

10.3 **Construction** : The Developer at its own cost shall construct, erect and complete the new buildings at the said property in accordance with the building plan or plans in a good workmanship manner with standard quality of materials within 36 months (with grace period of another 6 months) from the date of sanction of building plan/s subject to force majeure.

11. Obligations of Owners

11.1 **Co-operation with Developer** : The Owners undertake to fully cooperate with the Developer for obtaining all permissions required for development of the Said Property.

11.2 **Act in Good Faith** : The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

11.3 **Documentation and Information** : The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.

11.4 **No Obstruction in Dealing with Developer's Functions** : The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

11.5 **No Obstruction in Construction** : The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.

11.6 **No Dealing with Said Property** : The Owners hereby covenant not to sell, let out, grant lease, mortgage and/or charge the Said Property or any portions thereof.

11.7 **Execution of Sale Agreements, Conveyances etc.** : The Owners hereby covenant that the Owners at the request of the Developer shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the Project in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.

11.8 **No Objection to Developer and/or to Intending Purchasers in Obtaining Loan by Mortgaging Said Property/Units :** The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.

11.9 **Payment of Land Development Cost :** The Owners shall bear the land development cost and expenses for leveling the Said Property up to the road level and temporary concrete boundary wall cost for proper implementation of the Project.

12. Miscellaneous

12.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

12.2 **Essence of Contract :** In addition to this, the Owners and the Developer expressly agree that the mutual covenants and promises including the payment promises contained in this Agreement shall be the essence of this contract.

12.3 **Documentation :** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.

12.4 **Valid Receipt :** The Owners shall pass valid receipts for all amounts paid under this Agreement.

12.5 **No Partnership :** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

12.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

12.7 **Additional Authority :** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

12.8 **Further Acts** : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

12.9 **Name of Project** : The name of the Project shall be decided by the Owners & Developer mutually.

12.10 **Entire Agreement** : This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

12.11 **Headings**: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

13. Indemnity

13.1 **By the Developer** : The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Intending Purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise. Developer shall indemnify and shall always keep the Owners, its employees, assigns and agents indemnified and harmless against all borrowings made for the Project and mortgages and charges created over the Said Property.

13.2 **By the Owners** : The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

14. Defaults

14.1 **No Cancellation**: None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.

15. Force Majeure

15.1 **Meaning** : Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster.

failure or shortage of power supply, war, military operations, riot, crowd disorders, strike, lockouts, labor unrest or other industrial action, terrorist action, civil commotion, unavailability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 15.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

16. Counterparts

- 16.1 **All Originals:** This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties. The registered copy of this agreement shall be retained by the Developer.

17. Severance

- 17.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 17.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 17.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

18. **Reservation of Rights**

18.1 **Right to Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.

18.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

19. **Notice**

19.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Designated Partner of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

20. **Arbitration**

20.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

20.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

20.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators (each of whom shall be an Advocate holding a current practicing certificate):

20.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed jointly by all the Owners.

20.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

20.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

20.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

20.4.1 **Place:** The place of arbitration shall be Kolkata only.

20.4.2 **Language:** The language of the arbitration shall be English.

20.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

20.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

20.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

21. Jurisdiction

21.1 **District Judge, Barasat:** In connection with the aforesaid arbitration proceedings, with the District Judge, Barasat shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Schedule (Said Property)

All THAT Land measuring 136 Decimal more or less in (1) R.S. & L.R. Dag No. 402, measuring 36 Decimal more or less (2) R.S. & L.R. Dag No. 403, measuring 33 Decimal more or less (3) R.S. & L.R. Dag No. 404, measuring 37 Decimal more or less (4) R.S. & L.R. Dag No. 405 measuring 14 Decimal more or less and (5) R.S. & L.R. Dag No. 406, measuring 16 Decimal more or less all recorded in L.R. Khatian Nos. 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270 & 1271 Mouza ~~Berhampore~~ ~~Barasat~~, J. L. No. 18, Police Station Barasat, within the jurisdiction of Ichapur Nilgai Gram Panchayat, District Sub-Registrar, Barasat, Additional District Sub-Registrar, Kadambo Gachi, District North 24 Parganas and delineated and demarcated on the Plan annexed hereto and bordered in Red colour thereon and butted and bounded as follows:

On the North : By Kaji Bari Road
On the East : By Dag Nos. 399, 401, 418, 417 & 407
On the South : By Dag Nos 364 & 365
On the West : By Dag No. 368

22. Execution and Delivery

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Durable City Projects Private Limited

Amal Guchait

Director

Liabli Infra Developers Private Limited

Siddhant Bhatnagar

Director

Aforetime Housing Projects Private Limited

Saurav Bansal

Director

Santwana Vyapaar Private Limited

Indraneel Bose

Director

Afterlink Business Private Limited

Saurav Bansal

Director

Probuild Infrastructure Private Limited

Singh .. Sen

Director

Ganeshdham Vanijya Private Limited

Indraneel Bose

Director

Durable Infra Projects Private Limited

Amal Guchait

Director

Panchdhan Dealers Private Limited

Saurav Bansal

Director

Campaign Developers Private Limited

Siddhant Bhatnagar

Director

Aforetime Infraproperties Private Limited

Amal Guchait

Director

Zinnia Constructions Private Limited

Saurav Bansal

Director

Sanwaraseth Virimay Private Limited

Allnew Enterprises Private Limited

Sanjay Singh

Amal Buehait

Director

Director

[Owners]

Riva Primarc Greens LLP

RIYA PROJECTS PVT. LTD.

Siddhant Kumar

~~Authorised Signatory~~ Director

Partner

[Developer]

Drafted by:

[Signature]

WB/1319/1999

Witnesses

Signature *Amit Kumar*

Signature *R. N. Gupta*

Name *Amit Kumar*

Name *RAM NIWAS GUPTA*

Father's Name *Sri Prakash Kumar*

Father's Name *LATE HARDYAL GUPTA*

Address *1A, Kallol Kunj, Park Road,*

Address *84/A, C.R. Avenue*

Lamphe vip Road, Kolkata

Kolkata - 700012

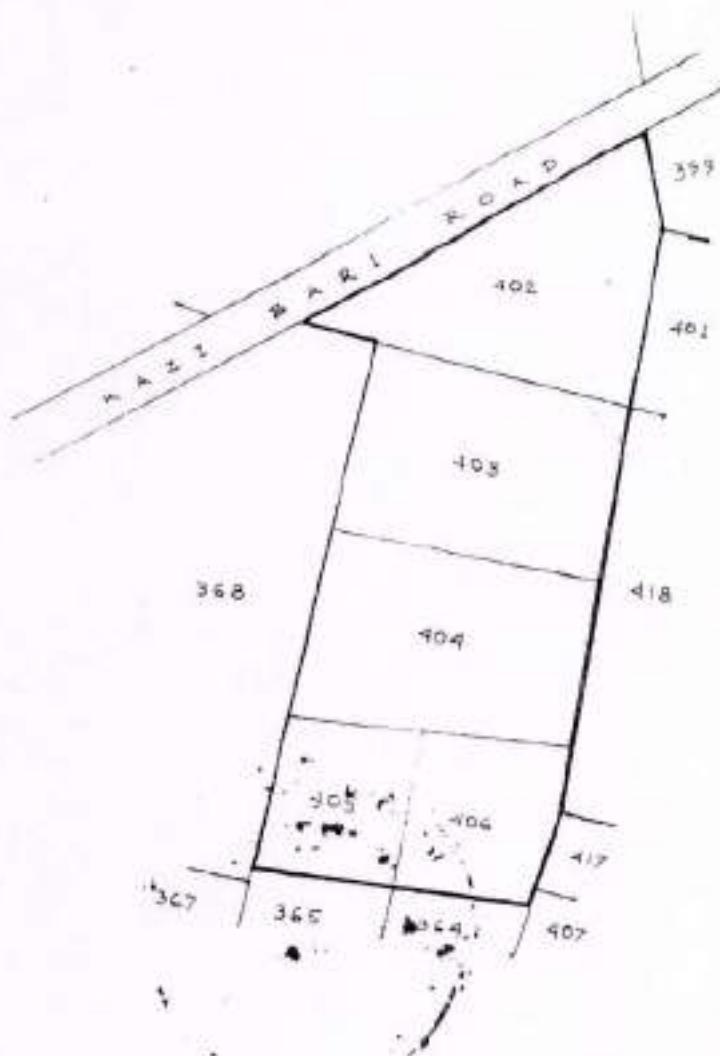
SITE PLAN

MOUZA - BERUNANPUKHURIA, J.L. NO. 18, I.R. KHATIAN
 JS. 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268,
 1269, 1270 & 1271, P.S. - BARASAT, DIST. - 24 PARGANAS (NORTH).

AREA OWNED BY OWNERS 136 DECIMAL

SHOWN IN RED BORDER
NOT TO SCALE

<u>DAG NO.</u>	<u>TOTAL AREA</u>
402	36
403	33
404	37
405	14
406	<u>16</u>
TOTAL	<u>136</u>



RIYA - PRIMARC GREENS LLP
RIYA PROJECTS PVT. LTD.
Siddhant Kumar
 Authorised Signatory/Director
 Partner/Designated Partner
DEVELOPER

Prebuild Infrastructure Pvt Ltd

Sajeev M. S.
 Director

Sanwari Soth Vindray Private Limited

Ranjana Singh
 Director

Prachin Das Dealer Private Limited

Storetime Housing Projects Pvt. Ltd.

Kanis Constructions Pvt. Ltd.

Afterlink Business Private Limited

Sawwal Bansal
 Director

Durable City Projects Pvt. Ltd.

Durable Infra Projects Pvt. Ltd.

Storetime Intraproperties Pvt. Ltd.

Allnew Enterprises Private Limited

Anand Ghoshal
 Director

CAMPAIGN DEVELOPERS PVT. LTD.

Job's Infra Developers Pvt. Ltd.

Siddhant Kumar
 Director

Geneshwari Vindray Private Limited

Sanwari Vindray Private Limited

Indranil Banerjee
 Director

OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS



Sajjad Ahmad
Probuilt Infra Projects (P) Ltd.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Sawan Bansal
For
Panchdhan Dealer (P) Ltd.
Dinodia Constructions (P) Ltd.
Affordable Business (P) Ltd.
Affordable Housing Projects (P) Ltd.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Ravin Arora
Sawans Software Private Limited

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					



Anil Bhatnagar
For
Sustainable City Projects (P) Ltd.
Sustainable Infra Projects (P) Ltd.
Affordable Infra Properties (P) Ltd.
Allnew Enterprises (P) Ltd.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



Siddhanta Mishra
 For
 Campaign Developers (P) Ltd
 Mobile Infra Developers (P)

<i>Siddhanta Mishra</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Indrajit Bose
 For
 Geneshdham Vanigya (P) Ltd
 Santalgaon Vyapaka (P) Ltd

<i>Indrajit Bose</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Government Of West Bengal
Office Of the D.S.R. - III NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 05052 of 2015
(Serial No. 05441 of 2015 and Query No. 1525L000010677 of 2015)

On 05/05/2015

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

Presented for registration at 18.00 hrs on 05/05/2015, at the Private residence by Sanjeev Kumar Bansal, one of the Executants.

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

Execution is admitted on 05/05/2015 by

1. Amal Guchait
Director, Durable City Projects Pvt. Ltd., 84/a, C. R. Avenue, , District:-Kolkata, WEST BENGAL, India
. By Profession : Business
2. Siddhartha Bhalota
Director, Liable Infra Developers Pvt. Ltd., 53/4, P. N. Midhy Road, , District:-Kolkata, WEST BENGAL, India.
. By Profession : Business
3. Sourav Bansal
Director, Aforetime Housing Projects Pvt. Ltd., 53/4, P. N. Midya Road, , District:-Kolkata, WEST BENGAL, India.
. By Profession : Business
4. Indraneel Bose
Director, Santawana Vyapaar Pvt. Ltd., 53/4 P. N. Midya Road, , District:-Kolkata, WEST BENGAL, India.
. By Profession : Business
5. Sourav Bansal
Director, Afterlink Business Pvt. Ltd., 27, Brabourne Road, District:-Kolkata, WEST BENGAL, India.
. By Profession : Cultivation
6. Sanjeev Kumar Bansal
Director, Probuild Infrastructure Pvt. Ltd., 84/a, C.r. Avenue, District:-Kolkata, WEST BENGAL, India.
. By Profession : Cultivation
7. Indraneel Bose
Director, Ganeshdham Vanijya Pvt. Ltd., 84/a, C. R. Avenue, District:-Kolkata, WEST BENGAL, India.
. By Profession : Cultivation :
8. Amal Guchait
Director, Durable Infra Projects Pvt. Ltd., 84/ A, C. R. Avenue, District:-Kolkata, WEST BENGAL, India.
. By Profession : Cultivation
9. Sourav Bansal
Director, Panchdhan Dealer Pvt. Ltd., Narayani Building, District:-Kolkata, WEST BENGAL, India.
. By Profession : Cultivation

(Sushil Kumar Roy)

District Sub-Registrar, North 24 Pgs



Government Of West Bengal
Office Of the D.S.R. - III NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 05052 of 2015
(Serial No. 05441 of 2015 and Query No. 1525L000010677 of 2015)

10. Siddhartha Bhalotia
Director, Campaign Developers Pvt. Ltd., 84/ A , C.r. Avenue, District:-Kolkata, WEST BENGAL, India.
, By Profession : Cultivation
11. Amal Guhait
Director, Aforetime Infraproperties Pvt. Ltd., Narayani Building, District:-Kolkata, WEST BENGAL, India.
, By Profession : Cultivation
12. Sourav Bansal
Director, Zinnia Construction Pvt. Ltd., 53/4, P. N. Middy Road, District:-Kolkata, WEST BENGAL, India.
, By Profession : Cultivation
13. Ranjan Dey
Director, Sanwaraseth Vinimya Pvt. Ltd., Narayani Building, District:-Kolkata, WEST BENGAL, India.
, By Profession : Cultivation
14. Amal Guhait
Director, Allnew Enterprises Pvt. Ltd., Narayani Building, District:-Kolkata, WEST BENGAL, India.
, By Profession : Cultivation
15. Siddhartha Bhalotia
Director, Riya Primarc Greens L L P, 27, Brabourne Road, District:-Kolkata, WEST BENGAL, India.
, By Profession : Cultivation

Identified By Mihir Nandi, son of R. Nandi, 78 Thana Road Khardaha, Thana:-Khardaha, District:-North 24-Parganas, WEST BENGAL, India. By Caste: Hindu, By Profession: Service

(Suman Basu)
District Sub-Registrar III North 24 Pgr

On 06/05/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f) of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 06/05/2015

(Under Article : E = 14/-, H = 28/-, M(b) = 4/- on 06/05/2015)

Certificate of Market Value (WB RUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. -1,35,61,858/-

(Sushil Kumar Roy)

District Sub-Registrar, III North 24 Pgr

07/05/2015 18:37:00

Endorsement For Deed Number : I - 05052 of 2015



Government Of West Bengal
Office Of the D.S.R. - III NORTH 24-PARGANAS
District:-North 24-Parganas

Endorsement For Deed Number : I - 05052 of 2015
(Serial No. 05441 of 2015 and Query No. 1525L000010677 of 2015)

Certified that the required stamp duty of this document is Rs.- 20010 /- and the Stamp duty paid as:
Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 20000/- is paid , by the draft number 767524, Draft Date 06/05/2015, Bank :
State Bank of India, ESPLANADE, received on 06/05/2015

(Suman Basu)
District Sub-Registrar III North 24 Pgs




(Sushil Kumar Roy)
District Sub-Registrar III North 24 Pgs

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 704 to 726
being No 05052 for the year 2015.




(Suman Basu) 08-May-2016
District Sub-Registrar III North 24 Pgs
Office of the D.S.R. - III NORTH 24-PARGANAS
West Bengal

8318

TUHM RAJAN CHAKRABORTY
Address: High Court, Calcutta

WB/1319/1999

Rs.
Kolkata Collectorate,
11, Netaji Subhas Rd.,
Kolkata-1

Prakash Chandra
Licensed Stamp
Vendor.

Date 22 APR 2015

1794

Probold Infrastructure Pvt. Ltd
Director.

1795



Sanjay's Tech Private Limited
Sanjay
Director

District Sub-Registrar-III
North 24-Parganas, Barasat

05 MAY 2015

1796

Durable City Projects Pvt. Ltd.

Durable Infra Projects Pvt. Ltd.

Aforetime Infraproperties Pvt. Ltd.

ANew Enterprises Pvt. Limited

Amal Guha

Director



1797

Ganeshdham Ventures Private Limited

Sankhwanan Ventures Private Limited

Subramaniam Bose

Director



1798

Panchdhan Dealer Private Limited

Elite Constructions Pvt. Ltd.

Afterlink Business Private Limited

Aforetime Housing Projects Pvt. Ltd.

Souven Banerjee

Director



1799

CAMPAGN DEVELOPERS PVT. LTD.

Lab's Infra Developers Pvt. Ltd.

Sudhakar Ghosh

Director



1800

RIYA - PRIMARO GREENS LLP

RIYA PROJECTS PVT. LTD.

Sudhakar Ghosh

Authorised Director

Proprietor/Partner



District Sub-Registrar III
North 24-Parganas, West Bengal

05 MAY 2015

Mitris Nandi
S/o. Rajmohan Nandi
78, Thana Road, Khardah
95 - Khardah
26/9/82 (N)
Occupation - Service