2019/19 02174/19

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL AB 548291

1904/0/199282/19

Vist Case No. 463 dt. 23.02.19

J (1)- 250

J (2)- 300

Total 550

Realised on

ARA-IV Kolkata

Certified that the Document is admitted to Registration. The signature sheet and the endorsement sheet attached with this document are the part of this document.

- 4 MAR 2019

Additional Registrar of Assurances-IV, Kolkata

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is made on this **23rd** day of February Two Thousand Nineteen **BETWEEN GOLDMOON EXPORTS PRIVATE LIMITED**, having **PAN:AABCG0605K,** a company registered under the provision of the Companies Act, 1956, having its registered office at 8/1, Lal Bazar Street, 3rd floor, Room No.1, P.O Lal Bazar& P.S Lal Bazar, Kolkata-700001, duly represented by its director **Sri Harendra Kumar Agarwal**, son of Sri Gouri Shankar Agarwal, by nationality- Indian, by religion- Hinduism, by occupation- business, having **PAN: ACWPA2601D** residing at AA15, Salt Lake City, Sector-I, Kolkata- 7000 64, P.O. -

30037

22 FEB 2019

No.....Rs.-100/- Date.....

Name: Arbudey Everra Garden LLP.

Address: 12 Ho Chi Minh Sarani

Vendor:

Kol-71.

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Arpan Mitra

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

23 FEB 2019

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040000199282/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Harendra Kumar Agarwal AA 15 Salt Lake City, Block/Sector: I, P.O:- Bidhan Nagar, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Representative of Land Lord [Goldmoon Exports Private Limited]		1167 	Harendra Kumar Agarwal 23/02/19
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Arpan Mitra 231 Rash Behari Avenue, P.O:- Jamir Lane, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Developer [Arsuday Evera Garden LLP]		1166 	Arpan Mitra 23/02/2019
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr Manish Jhunjhunwala 1st Floor Rajbari Rean Block 19 Dover Lane, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Developer [Arsuday Evera Garden LLP]		1168 	23/2/19

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Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Arabind Kumar Son of Mr S N Mahto 7/1 P C Das Road, P.O:- Kadamtala, P.S:- Bantra, District:-Howrah, West Bengal, India, PIN - 711101	Mr Harendra Kumar Agarwal, Mr Arpan Mitra, Mr Manish Jhunjhunwala, ,		1164	Arabind K 23/02/2019

(Tridip Misra)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

ADDITIONAL REGISTRAR
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Bidhan Nagar & P.SBidhan Nagar, hereinafter called as the **OWNER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **FIRST PART**

-AND-

ARSUDAY EVERA GARDEN LLP, having **PAN:** ABOFA2569Fa limited liability Partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at 12, Ho-Chi-Minh Sarani, Kolkata-700071, P.O Middleton Street & P.S Shakespear represented by its authorized representatives **(1)** Arsuday Builders Private Limited represented by its authorized representative **Shri Arpan Mitra,** son of Shri B. C. Mitra, by faith- Hindu, by nationality- Indian, having **PAN: ADSPM8827A** residing at 231, Rash Behari Avenue, P.O. Ballygunge, P.S. Gariahat, Kolkata – 700019, and **(2)** Evera Construction LLP represented by its authorized representative **Sri Manish Kumar Jhunjhunwala,** son of Late Viswanath Jhunjhunwala, by faith- Hindu, by occupation– Business, by nationality: Indian, having **PAN: ACQPJ3454M** residing at 19, Dover Lane, Rajbari, Rear Block, 1st Floor, P.S. Gariahat, P.O. Ballygunge, Kolkata-700019, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless repugnant to the context and meaning thereof shall mean and include its successors-in-office and assigns) of the **SECOND PART**

WHEREAS :

A. By virtue of two Deeds of Conveyance both dated 19.10.2011 registered at the office of Sub-Registrar Bolpur, and recorded in Book No. I, Volume No.23, pages: 3029- 3049 being No.07976 for the year 2011 and registered at the office of Sub-Registrar Bolpur, and recorded in Book No. I, Volume

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No.23, pages: 2938- 2953 being No.07970 for the year 2011 the said GOLDMOON EXPORTS PRIVATE LIMITED became absolute Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** a land measuring area **83 decimals** (i.e. 50 Cottahs 03 Chittacks 20 sq.ft.) more or less recorded in the record of B.L.& L.R.O. Bolpur as R.S. Plot" No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194, and **ALL THAT** piece and parcel of land measuring an area of **06.65 decimals**, (i.e.4 Cottahs 18 sq.ft.) more or less comprised in R.S. Dag No.1451 corresponding to the **L.R. Dag No.3506**, under L.R. Khatian No. 2836, both lying situated in Mouza-Bandhgora, J.L No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum, collectively measuring **89.65 Decimal** (i.e. **54 Cottahs 3 Chittacks 38 sq.ft.)**more or less, morefully and particularly stated in the **FIRST SCHEDULE** hereunder, hereinafter collectively called as the **said premises**;

B. The Owner for the purpose of development of the said premises entered into a Joint Venture Agreement dated 18th November, 2011 with one of the partner namely Arsuday Builders Pvt. Ltd. (hereinafter referred to as **ABPL**) having its registered office at 12, Ho-Chi-Minh Sarani Kolkata – 7000 71, as Developer whereby and whereunder the said ABPL was entrusted with the right to develop the said premises on the terms and conditions mentioned therein, hereinafter referred to as the **"said J V Agreement"**;

C. In pursuance of the said J V Agreement the Owner granted registered Power-of-Attorney in favour of ABPL herein

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empowering the ABPL to do certain acts, deeds and things for proper implementation of the terms of the said Agreement.

E. In pursuance of the said J V Agreement ABPL commenced the development work after obtaining Plan duly sanctioned by Bolpur Municipality being sanction Plan No.BM/BP/S/169 dated 27th June, 2012, hereinafter referred to as the said building plan ;

F. The ABPL (Arsuday Builders Pvt. Ltd.) has started the land Development alongwith the boundary wall and also started the construction of one block as per the said building plan.

G. The said building plan was duly revised and the revised sanction plan is having no. BM/BP/REV-S/50 dated 17th December, 2018 ;

H. The said building plan as modified is valid till 26th June, 2022;

I. In course of carrying on development work ABPL was facing certain problems due to change market condition as such has approached the Owner to renegotiate the sharing of their ratio of revenue sharing, and also for its permission to allow the ABPL to take a partner to enable them to complete the development work without any delay;

J. The Owner has agreed and allowed ABPL to take a partner of its choice on the terms and conditions as ABPL would think suitable for them and also agreed to cancel the **said JV Agreement** and enter into this Agreement on the terms and conditions mentioned herein below:

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this

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Agreement, the Parties, with the intent to be legally bound hereby, covenant and agree as follows:-

It is declared and recorded that the said JV Agreement entered into by and between the Owner and ABPL (Arsuday Builders Pvt. Ltd.) stand cancelled and revoked.

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

In addition to the terms defined in the introduction to, recitals of and the body of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the capitalized terms used in this Agreement shall have the meaning attributed to them as under:

a) **ADVOCATES** shall mean such advocate and/or advocates whom the Developer may from time to time appoint as the Advocates for the Project;

b) **ALLOTTEE/PURCHASER** shall mean the ultimate third-party purchaser to whom any Saleable Area shall be transferred by the Developer and the Owner;

c) **ARCHITECTS** shall mean such architect or firm of architects whom the Developer may from time to time appoint as the Architect for the New Building;

d) **COMPLETION TIME** shall mean the 42 months from the date of this Agreement.

e) **COMMON AMENITIES & FACILITIES** shall mean and include the deep tubewell, electrical installation, drainage and sewerage and all pipes and other installation for the same, water pumps, common lavatories, all electrical wiring

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and other fittings, all common plumbing installations, and its fittings etc., and equipments, installations, fittings, fixtures in or about the land and the building as are necessary and required for the maintenance and management of the said buildings and in accordance with the sanctioned plan.

f) **COMMON AREA** shall mean the area comprising the common portions, common amenities, common facilities provided in the said building and the premises excluding the car parking spaces (both covered and uncovered) in the ground floor of the said building and other open spaces and areas in the said premises;

g) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management and maintenance of the said Premises and/or the Project;

h) **COMMON PORTIONS** shall mean and include the common paths, common passages, driveways, main entrance, main gates, common boundary wall, common darwans living area/room, staircase, staircase land and landings on all floors, lobbies on all floors, pump room, water reservoir (both overhead and underground), generator room, common toilets, compounds, etc.

i) **EFFECTIVE DATE** shall mean the date of execution of this Agreement;

j) **GOVERNMENTAL AUTHORITY** shall mean the Government of West Bengal or any semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity exercising powers conferred by Applicable Law;

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k) **NET REVENUE** shall mean the Realizations made from the Project on any head or account arising out of or relating to the Project whether or not from the Allottees/Purchasers after deducting therefrom (i)brokerage or commission fees payable to real estate agents, on actuals; (ii) goods and services tax arising solely from the Transfer of Saleable Areas in the Project; (iii) any other taxes as may be applicable under Applicable Laws; and (iv) such other expenses as may be mutually agreed between the Parties;

l) **PLAN** revised sanction plan is having no. BM/BP/REV-S/50 dated 17th December, 2018 ;and shall include any modifications, alterations, amendments, as may be done thereto by the Developer from time to time.

m) **PROJECT** shall mean the development to be carried out by the Developer on such land parcels comprising the Scheduled Premises, as may be ascertained by the Developer, comprising of one or more of several components including but not limited to the construction and development of all requisites/components of the Project together with development of all Common Areas, in accordance with the Sanction Plan, from time to time. It is clarified that the Project shall include the built-up area, utilities, common facilities and other infrastructure facilities on the Scheduled Premises;

n) **SAID PREMISES** shall mean the land, morefully and particularly described in the **First Schedule** here under.

o) **SALEABLE AREA** shall include units (being bunglows, row houses, flats, apartments, shops and other constructed spaces), covered parking spaces, open parking spaces, terraces attached to units and other areas comprised in the

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Project capable of being Transferred independently or as appurtenant to any unit;

p) **TRANSFER** shall mean sale, lease or such other means, by which the Owner and/or the Developer is permitted to deal with or dispose of constructed spaces in the Project;

q) **UNIT** shall mean the constructed space in the Project capable of being separately owned, used and/or enjoyed, whether for residential or commercial purposes, by any Allottee and which is not a part of the Common Areas.

2 BASIC UNDERSTANDING:

It has been agreed by and between the Owner and the Developer as follows:-

2.1 That the Developer has joined this agreement to develop the said Premises.

2.2 ABPL alongwith and one Evera Constructions LLP have formed a LLP Company in the name and style of "ARSUDAY EVERA GARDEN LLP", the Developer herein, as partner, each having equal share (i.e. 50:50) to complete the project.

2.3 That the Partners of the Developer Company (i.e. ABPL and Evera Constructions LLP shall assess the present expenses made till date for development and construction of the project by ABPL mutually and upon such assessment, the said assessed value shall be treated as the share of contribution of the ABPL in the Developer company herein and the other Partner Evera Constructions LLP shall pay upto such assessed value to the account of the Developer as the share of contribution of Evera Constructions LLP.

2.4 That henceforth the partners of the Developer shall pay their

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contributions in equal proportion to the Developer towards all the expenses to be made for the completion of the project.

3. AUTHORISATION:

3.1 The Owner hereby authorises the Developer to complete the project by developing and constructing the Building/ Buildings at the said premises and the Developer, hereby accepts the authorisation of the Owner to develop the said premises as per terms and conditions incorporated herein .

4. ALLOCATIONS:

4.1 The Owner's Allocation means 15% of the total net revenue to be earned from the project development.

4.1 The Developer's Allocation means 85% of the total net revenue to be earned from the project development.

5. **POWERS AND AUTHORITIES:**

The Owner has accepted the Developer and hereby giving Power of Attorney in favour of the Developer represented by (1) Mr. Arpan Mitra and (2) Mr. Manish Jhunjhunwala being the authorized representatives/signatories of the Developer for the purposes of:

5.1 Holding, protecting and maintaining the said premises;

5.2 To sign any application, affidavit, Declaration and represent the Owner in front of the Bolpur Municipality, BL & LRO Bolpur or any other authority or authorities;

5.3 Appointing architects, consultants and contractors;

5.4 Preparing plan and signing it for sanction by the appropriate Authorities;

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5.5 Applying for and obtaining sanction of the plan and to do modification in the plan and to sign such modified plan and submit and take all steps to get approved such modification from the appropriate authority;

5.6 To do and make construction of the proposed project;

5.7 To apply for and obtain in the name of the Owner all quotas and entitlements and other allocation and/or for cement, steel, bricks and other building materials allocable to the Owner;

5.8 To apply for and obtain temporary and permanent connection of water, electricity power, gas, telephone, drainage, sewerage, etc.; to the project and other inputs and facilities required for the construction and enjoyment of the said building/buildings;

5.9 To appoint Advocates, sign Vakalatnama and all other petitions, declarations etc;

5.10 To sign execute and register the agreement for sale, transfer deeds, conveyances, exchange deeds and other documents as may be required by the Developer for sale of the flats/units/Buglows to intending purchasers/allottees further together with right to receive and realise all such advances, earnest moneys and other payments from the said purchasers/allottees and to disburse the said net revenue in terms of this Agreement under provisions of the West Bengal Housing Industry Regulation Act, 2017 (HIRA)

5.11 The Owner shall also sign and execute a separate Registered Power of attorney in favour of the Developer represented by (1) Mr. Arpan Mitra and (2) Mr. Manish Jhunjhunwala being

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the authorized representatives/signatories of the Developer for the aforesaid purposes.

5.12 Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement

5.13 The said Power of Attorney shall remain irrevocable until completion of the Project and the transfer of the entire saleable area.

6 **MUNICIPAL TAXES AND OUTGOINGS:**

6.1 All Municipal rates, taxes, penalty, interest and outgoings (collectively Rates) on the Said Premises relating to the period prior to the date of agreement shall be the liability of the ABPL and the same shall be borne, paid and discharged by the ABPL, on production of valid due receipts by the Developer.

6.2 From the date of this agreement, the Developer shall be liable for the rates, taxes in respect of the Said Premises.

7. **OBLIGATIONS OF THE DEVELOPER:**

7.1 The Developer shall complete the entire process of development and/or the project of the Said Premises within the Completion Time.

7.2 The execution of the Project shall be in conformity with the prevailing Laws, bye-laws and rules of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.

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7.3 The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.

7.4 The Developer shall construct the new building/buildings/ project at its own cost and responsibility and shall be responsible for construction defects in accordance with the HIRA.

7.5 All tax liabilities applicable in relation to the development, namely Goods and Services Tax (GST) and other dues shall be paid by the person liable to pay such tax in accordance with law.

7.6 The Developer shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without giving information in writing to the Owner.

7.7 The Developer, hereby agrees and covenants with the Owner that all persons employed under the Developer shall be deemed to be employees of the Developer who shall be solely responsible for their emoluments and other statutory obligations and the said Developer, hereby undertakes to keep the Owner indemnify in this regard.

7.8 The Developer shall register the Project under all the Applicable Laws, such as West Bengal Housing Industry Regulation Act, 2017, Goods and Services Tax etc. and fulfills all the formalities of such Applicable Laws time to time.

7.9 The Developer's Allocation shall be shared between the partners ABPL (Arsuday Builders Private Limited) and Evera Constructions LLP in the ratio of 50:50.

8. **OBLIGATIONS OF OWNER**

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8.1 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises.

8.2 The Owner undertakes to act in good faith towards the Developer so that the Project can be successfully completed.

8.3 The Owner undertakes to provide the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time.

8.4 The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

8.5 The Owner covenant not to cause any interference or hindrance in the construction of the New Building/ Buildings.

8.6 The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Premises or any portions thereof save in the manner envisaged by this Agreement.

9. TRANSFER OF SALEABLE AREAS

9.1 Transfer of the Saleable Areas to intended Allottees/ Purchasers, shall be effected in the following manner:

9.1.1 such Transfer is effected through an agreement for sale and conveyance deed between the Owner and the intended Allottee and the Developer; and

9.1.2 the said agreements for sale and conveyance deeds to be entered into between the Owner, the intended

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Allottees and the Developer shall be in a standard format to be mutually agreed between the parties.

9.2. For Transfer of the Saleable Areas to intended Allottees, the Owner agrees to Transfer, the proportionate undivided share in the land of the Scheduled Property to such intended Allottees and all Realizations made there from shall be deposited in the Account of the Developer.

9.3. All Saleable Areas in respect of which no agreement for Transfer and/or bookings have been made (herein referred to as "**Unsold Areas**") shall, after completion of the Project, be identified and allocated by the Parties amongst themselves, in accordance with then applicable Net Revenue Sharing Ratio on paripassu basis.

10. PROJECT BANK ACCOUNT AND ACCOUNTING

10.1. All Realizations made from Transfer of the Saleable Areas or any part thereof, or in any way relating to the Project, from the Allottees of the Units as specified in this Agreement, shall be deposited in the Account of the Developer to be opened with such branch of such bank in Kolkata. All cheques/pay orders/Demand Drafts and other negotiable instruments in respect of such Realizations, which have been received in the name of the Project shall be deposited in the Account of the Developer, shall, subject to the provisions of this Agreement and Applicable Law, belong to the Parties in the then applicable Net Revenue Sharing Ratio. All receipts shall be issued by the Developer, for self and on behalf of the Owner and the Developer shall be a valid discharge to the Persons making such payment. The Bank Account of the Developer shall be jointly operated by the authorized representatives of the Developer.

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11. **INDEMNITY**

11.1 The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the project 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 Transferees/Allottees 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.

11.2 The Owner 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 Premises or any of the Representations of the Owner being incorrect.

13. **MISCELLANEOUS:**

13.1 In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

13.2 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.

13.3 The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a

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partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

13.4 The name of the project shall be **"ARSUDAY EVERA GARDENS"**.

14. **FORCE MAJEURE:**

Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to

i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities ;

ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action, labour/worker/staff unrest or stop work or strike by them ;

iii) Interruption in the supply of utilities required in the Project for a period in excess of 3 days for no fault on the part of the Developer;

iv) Shortage/Stoppage in the supply of materials and equipments required in development of the Project for period in excess of 7 continuous days for no fault on the part of the Developer;

v) Injunctions/orders of any government, civic bodies, Panchayat/municipal bodies or other statutory bodies or other authorities restraining the implementation of the Project ;

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vi) changes in law, notifications and/or government orders materially affecting the continuance or implementation of the Project ;

15. **AMENDMENT/MODIFICATION:**

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

16. **NOTICE:**

16.1 All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

17 **AMICABLE RESOLUTION:**

17.1 In the event any Dispute arises, then such Dispute shall in the first instance be resolved amicably by and between Mr. OM Jalan of 20, O. C. Ganguly Sarani, 3rd floor, Kolkata - 700020 and Mr. Arpan Mitra of 231, Rash Behari Avenue, Kolkata - 700019.

18. **ARBITRATION:**

18.1 In the event the disputes cannot be resolved the same shall

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be referred to arbitration which shall be conducted by an arbitral tribunal comprising of 3 (three) arbitrators. Each disputing party shall appoint 1 (one) arbitrator and the third arbitrator shall be selected by the two (2) arbitrators so appointed.

18.2 The arbitration shall be conducted at Kolkata, West Bengal and shall be conducted in the English language. The arbitration award shall be final and binding on the Parties.

19. **JURISDICTION:**

19.1 Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said premises)

ALL THAT a land measuring area **83 decimals** (i.e. 50 Cottahs 03 Chittacks 20 sq.ft.) more or less recorded in the record of B.L.& L.R.O. Bolpur as R.S. Plot" No. 1453 corresponding to new L.R. Plot No. 3514, in R.S. Khatian No. 195, 1082, L.R. Khatian No. 7600, 7601, 7602, 7603, 788, 3507, 4539, 4540 4541, 455, 282 & 194, and **ALL THAT** piece and parcel of land measuring an area of **06.65 decimals**, (i.e.4 Cottahs 18 sq.ft.) more or less comprised in R.S. Dag No.1451 corresponding to the **L.R. Dag No.3506**, under L.R. Khatian No. 2836, both lying situated in Mouza- Bandhgora, J.L No. 100, Sub-Division, P.S. and Additional District Sub-Registration Office- Bolpur, District Birbhum, collectively measuring **89.65 Decimal** (i.e. **54 Cottahs 3 Chittacks 38 sq.ft.)**more or less, and butted and bounded as follows:-

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ON THE NORTH	70'ft. wide Bye Pass Road, R.S. Plot No. 1454, 1458 & 1452 ;
ON THE EAST	NALA & R.S. Plot No. 1456 & 1457;
ON THE SOUTH	NALA & R.S. Plot No. 1455 ;
ON THE WEST	Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Extras and Deposits)

1. **EXTRAS** which shall include all costs, charges and expenses on account of :-

   a) HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider ;

   b) one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the common area and services;

   c) setting up or providing any common portion or facility either forming part of or in variation and/or addition to those mentioned in the **THIRD SCHEDULE** hereinabove written.

   d) Improved specifications of construction of the said project over and above the Specifications described in the **THIRD SCHEDULE** hereto.

   e) Fees and expenses, if any, payable to any authority towards any Sale or Transfer Permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.

   f) Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State

REGISTRAR OF ASSURANCES-IV
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Government, Central Government or any other authority

g) Formation of Association/Holding Organization

h) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the **Project Premises** or Development or on the construction or Marketing.

i) all other amounts on any account that may be charged by the Developer from the **Allottee** or any group of them from time to time.

2. **DEPOSITS** (interest free) which shall include amounts of deposit on account of:-

(a) maintenance deposit to cover proportionate common expenses and maintenance charges (including reserves of 24 months maintenance charges or more or less),

(b) municipal rates and taxes etc,

(c) Sinking Fund

(d) Electric Charges Deposit

(e) any other deposits if so made applicable by the **Developer** for any Transferable Areas.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Specifications)

Foundation Structure	RCC Frame Structure. As advised by the Architect/ Consultant
Exterior	To be finished with suitable weatherproof paint.
Interior walls	Brick walls/RCC walls with POP finish
Flooring	Tiles.
Ground floor lobby	Composition of stone and tiles.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
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OF ASSURANCES-IV, KOLKATA

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Typical floor lobby	Elegant lobby with tiles.
Staircase	Spacious staircase with combination of IPS/ Stone/Tiles.
Kitchen	Tiles on floors and tiles up to 2 ft. above Counter Black stone on cooking platform with stainless steel sink.
Toilet	Semi glazed tiles on floor and Glazed ceramic tiles up to 7 ft. height on wall.
Windows	Steel/Aluminium windows.
Doors	Flush door at main entrance with night latch, Flush door in bedrooms, bathroom and kitchen, Treated and seasoned hardwood frame.
Hardware	Hardware fittings of reputed make.
Electricals	Concealed insulated copper wiring with ISI marked switches.
Water supply	24-hours uninterrupted drinking water supply.
Plumbing	SWR (PVC) pipe for sewer, PVC pipes for drainage and rainwater, CPVC/PVC pipes for water supply and distribution.
Sanitary Fittings and Fixtures	Basins and water closet of reputed (conformed to ISI) brand, C.P. fittings of reputed make.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-IV
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

23 FEB 2019

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

SIGNED SEALED AND DELIVERED
by the **OWNER** at Kolkata
in presence of

Sunojit Dutta
14, Lake Place
Kolkata-29

Ashis Majumdar.
29, Indra Biswas Road
Baguiati Kol-37,

For GOLDMOON EXPORTS PVT. LTD
Harendra Kumar Agarwal
Director

SIGNED SEALED AND DELIVERED
by the **DEVELOPER** at Kolkata
in presence of

Sunojit Dutta
Ashis Majumdar.

Arsuday Builders Private Limited
Arpan Mitra
Authorised Signatory

Partner of
Arsuday Evera Garden LLP

EVERA CONSTRUCTIONS LLP
Designated Partner

Partner of
Arsuday Evera Garden LLP

Drafted by :

Saswati Sharma.

(Saswati Sharma)
Advocate
REG. NO. WB/48/ 1993
Alipore Judges' Court, Alipore.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

23 FEB 2019

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name: Harendra Kumar Agarwal

Signature: Harendra Kumar Agarwal

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name: ARPAN MITRA

Signature: Arpan Mitra

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name: MANISH JHUNJHUNWALA

Signature: Manish Jhunjhunwala

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES
KOLKATA

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

23 FEB 2019

Major Information of the Deed

Deed No :	I-1904-02174/2019	Date of Registration	04/03/2019
Query No / Year	1904-0000199282/2019	Office where deed is registered	
Query Date	05/02/2019 10:57:38 AM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Arpan Mitra 12 Ho Chi Minh Sarani,Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700071, Mobile No. : 9903339270, Status :Buyer/Claimant		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]	
Set Forth value		Market Value	
		Rs. 2,56,45,503/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,121/- (Article:48(g))		Rs. 1,105/- (Article:E, E, B, M(a), M(b), I)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Birbhum, P.S:- Bolpur, Municipality: BOLPUR, Mouza: Bandhgoda Pin Code : 731204

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3514	LR-7600	Bastu	Bastu	83 Dec		2,37,43,187/-	Width of Approach Road: 70 Ft.,
L2	LR-3506	LR-2836	Bastu	Bastu	6.65 Dec		19,02,316/-	Width of Approach Road: 70 Ft.,
		TOTAL :			89.65Dec	0 /-	256,45,503 /-	
	Grand Total :				89.65Dec	0 /-	256,45,503 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Goldmoon Exports Private Limited** 3rd Floor 8/1 Lal Bazar Street, P.O:- Lal Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCG0605K, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Arsuday Evera Garden LLP** 12 Ho Chi Minh Sarani, P.O:- Middleton Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: ABOFA2569F, Status :Organization, Executed by: Representative

Major Information of the Deed :- I-1904-02174/2019-04/03/2019

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr Harendra Kumar Agarwal** Son of Mr Gouri Shankar Agarwal AA 15 Salt Lake City, Block/Sector: I, P.O:- Bidhan Nagar, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACWPA2601D Status : Representative, Representative of : Goldmoon Exports Private Limited (as Director)
2	**Mr Arpan Mitra (Presentant)** Son of Mr B C Mitra 231 Rash Behari Avenue, P.O:- Jamir Lane, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADSPM8827A Status : Representative, Representative of : Arsuday Evera Garden LLP (as Authorised Signatory)
3	**Mr Manish Jhunjhunwala** Son of Late Viswanath Jhunjhunwala 1st Floor Rajbari Rear Block 19 Dover Lane, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACQPJ3454M Status : Representative, Representative of : Arsuday Evera Garden LLP (as Authorised Representative of Evera Constructions LLP)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Arabind Kumar Son of Mr S N Mahto 7/1 P C Das Road, P.O:- Kadamtala, P.S:- Bantra, District:-Howrah, West Bengal, India, PIN - 711101			
Identifier Of Mr Harendra Kumar Agarwal, Mr Arpan Mitra, Mr Manish Jhunjhunwala			

Transfer of property for L1		
Sl.No	**From**	**To. with area (Name-Area)**
1	Goldmoon Exports Private Limited	Arsuday Evera Garden LLP-83 Dec

Transfer of property for L2		
Sl.No	**From**	**To. with area (Name-Area)**
1	Goldmoon Exports Private Limited	Arsuday Evera Garden LLP-6.65 Dec

Endorsement For Deed Number : I - 190402174 / 2019

Major Information of the Deed :- I-1904-02174/2019-04/03/2019

-02-2019

ertificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,56,45,503/-

Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 23-02-2019

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

Presented for registration at 16:38 hrs on 23-02-2019, at the Private residence by Mr Arpan Mitra ,.

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

Execution is admitted on 23-02-2019 by Mr Harendra Kumar Agarwal, Director, Goldmoon Exports Private Limited, 3rd Floor 8/1 Lal Bazar Street, P.O:- Lal Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Arabind Kumar, , , Son of Mr S N Mahto, 7/1 P C Das Road, P.O: Kadamtala, Thana: Bantra, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Business

Execution is admitted on 23-02-2019 by Mr Arpan Mitra, Authorised Signatory, Arsuday Evera Garden LLP, 12 Ho Chi Minh Sarani, P.O:- Middleton Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr Arabind Kumar, , , Son of Mr S N Mahto, 7/1 P C Das Road, P.O: Kadamtala, Thana: Bantra, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Business

Execution is admitted on 23-02-2019 by Mr Manish Jhunjhunwala, Authorised Representative of Evera Constructions LLP, Arsuday Evera Garden LLP, 12 Ho Chi Minh Sarani, P.O:- Middleton Street, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr Arabind Kumar, , , Son of Mr S N Mahto, 7/1 P C Das Road, P.O: Kadamtala, Thana: Bantra, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Business

Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Major Information of the Deed :- I-1904-02174/2019-04/03/2019

26-02-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,105/- (B = Rs 1,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 1,105/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/02/2019 9:11AM with Govt. Ref. No: 192018190359695365 on 23-02-2019, Amount Rs: 1,105/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00YGBXP5 on 23-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 40,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/02/2019 9:11AM with Govt. Ref. No: 192018190359695365 on 23-02-2019, Amount Rs: 40,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00YGBXP5 on 23-02-2019, Head of Account 0030-02-103-003-02

Srijani Ghosh
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 04-03-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 30037, Amount: Rs.100/-, Date of Purchase: 22/02/2019, Vendor name: S Das

Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Major Information of the Deed :- I-1904-02174/2019-04/03/2019

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-035969536-5 Payment Mode Debit Card Payment

GRN Date: 23/02/2019 09:09:40 Bank : State Bank of India

BRN : IK00YGBXP5 BRN Date: 23/02/2019 09:11:46

DEPOSITOR'S DETAILS

Id No. : 19040000199282/6/2019
[Query No./Query Year]

Name : Arsuday Builders Pvt Ltd

Contact No. : Mobile No. : +91 9903339270

E-mail :

Address : 12 Ho Chi Minh SaraniKolkata 700071

Applicant Name : Mr Arpan Mitra

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000199282/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	19040000199282/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	1105
		Total		41126

In Words : Rupees Forty One Thousand One Hundred Twenty Six only

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 99610 to 99649

being No 190402174 for the year 2019.

Seal of the Additional Registrar of Assurances-II, Kolkata

Digitally signed by TRIDIP MISRA
Date: 2019.03.05 14:30:03 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 05-03-2019 14:29:44
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)