

Agreement between
Mr. Binayak Acharya

&

Home Plex Pvt. Ltd

This Agreement including all schedules, annexure, incorporated herein by reference (hereinafter referred to as the "Agreement") is made and entered into as on July 10 BETWEEN: **Home Plex Pvt.Ltd**, a company incorporated and existing under the laws of NEPAL and having its corporate office at Dhobighat, LALITPUR and **Mr.**: Binayak Acharya (hereinafter referred to as "CLIENT"). In this Agreement, **Home Plex** and **CLIENT** are individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

The **prefab room of 9.4 * 10.2 ft(approx.)** at Imadol Tempo stand that **Home Plex** will provide to the **CLIENT**, hereafter referred to as detailed work study.

NOW THIS AGREEMENT WITNESSES AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM

1.1 This Agreement shall enter into force with effect from July 10 and shall continue in full force and effect, unless terminated earlier in accordance with Section 8 ("**Termination**").

2. SCOPE OF SERVICES

2.1. **Home Plex** shall, in accordance with the terms of the agreement and pursuant to mutually agreed technical specifications, prefab room to the **CLIENT**.

2.2. The Measurement presented by **HomePlex** is considered to be final after all field measuring and observations.

2.3 **All the Work will be done according to the BoQ attached in this agreement paper .**

2.4 **Home Plex** shall use commercially and technically reasonable efforts to provide you Addition of prefab room accordance with this Agreement without any interruption, except where such interruption arises out of, results from, or is related to an event of Force Majeure (as defined below) or other cause of circumstance beyond the control of **Home Plex**.

3. OBLIGATIONS OF Home Plex

3.1 **Home Plex** shall provide you Addition of prefab room to **CLIENT** as per the understandings of time frame and requirements as mutually agreed upon to which **Home Plex** will provide Timely Supervision. **Home Plex** is responsible for completing the given work upon the stated timeline.

3.2 **Home Plex** shall maintain quality control and provide supervision during the Construction Process.

3.3 Any Damages Made During Dismantling Work Carried By **HomePlex**. HomePlex Will Take Full Responsibilities unless it is old and needs to be Repaired.

4. OBLIGATIONS OF CLIENT

4.1. **CLIENT** shall provide full information about the objectives, schedule, and constraints of the Project. **Home Plex** may rely on the accuracy and completeness of information furnished by the **CLIENT**.

4.2 Water and electricity consumption during the construction process is on client's account.

4.3 Anti-termite treatment is on client's account.

5. FINANCIALS

5.1 The payment schedule is as follows:

PHASE I – 40% (MOBILIZATION COST)

PHASE II – 40% (After completing 40% work)

PHASE III – 20% (After completion of work.

TOTAL COST: NRs 230000

In Words: Two Lakhs Thirty Thousand Only.

5.3 The final agreed cost is **NRs 230000** to which the first party can apply TDS clearance according to the TAXATION policy of Nepal.

5.4 Additional 13% Will be included if client Requires VAT bill.

The approximate time estimate of the project is as follows:

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|--|------------------------|
| Project Start Date: | July 10, 2024 |
| Time for the project: | 25 Days |
| Expected Project Completion Date: | August 06, 2024 |

6. INDEMNIFICATION

6.1. Each Party (each, in such capacity, the “Indemnifying Party”) shall indemnify the other party and its respective officers, directors, employees and agents (each, in such capacity, an “Indemnified Party” and collectively, the “Indemnified Parties”), from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from a breach by the Indemnifying Party of this Agreement or of any representation, warranty, covenant or agreement contained herein, including but not limited to claims of breach of third party intellectual property rights.

6.2. The Indemnifying Party’s responsibilities apply if the Indemnified Party notifies the Indemnifying Party promptly in writing as to any such claim, action or demand and gives the Indemnifying Party the right to control and direct the investigation, preparation, defense, trial and settlement of each such claim, action or demand. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle any claim, action or demand without the written consent of the Indemnified Party, such consent of the Indemnified Party, such consent not to be unreasonably delayed or withheld.

7. FORCE MAJEURE

7.1. It is expressly agreed that neither Party to this Agreement shall be liable for any loss, default, delay or damage of any nature whatsoever incurred or suffered because of failure or delay in performance due to any cause or circumstances beyond its control, including but not limited to, any failures or delays in performance caused due to a Force Majeure event.

7.2. In relation to the performance by both Parties of their obligations under this Agreement, a 'Force Majeure' event shall include unavailability of service or noncompliance that may result from war, strike, lockouts, interference by civil or military authorities, order or policies of any governmental authority, or any Act of God.

7.3. Where a cause beyond the control of the Party concerned arises, the obligations of the Parties hereunder (other than obligation of payments already due) shall be suspended until the cessation of such circumstances hereupon the obligations of the Parties shall be resumed.

8. TERMINATION

8.1 Termination for Cause

a. Notwithstanding the foregoing, this Agreement may be terminated by any Party immediately upon notice if the other Party:

1. Becomes insolvent.
2. Files a petition in bankruptcy; or
3. Makes an assignment for the benefit of its creditors.

b. This Agreement may be terminated by any Party with immediate effect by written notice to the other Party in the event of substantial change in management control of such other Party.

c. If any Party fails to observe or perform any of its obligations under this Agreement (the "Defaulting Party"), any other Party may terminate this Agreement with immediate effect if such failure is not remedied within thirty (30) days after receipt by the Defaulting Party of a written notification thereof from such other Party.

9. GOVERNING LAW

The agreement shall be construed & governed by the Laws of Nepal. Further any dispute between **HOME PLEX PVT. LTD** & **MR** Binayak Acharya shall be subject to the jurisdiction of the Court of Nepal.

10. GENERAL

10.1. This Agreement is the final and sole repository of terms and conditions mentioned herein and all earlier agreements, arrangements, letters correspondence and understandings with respect to the subject matter of this Agreement stand superseded by this Agreement.

10.2. This Agreement shall be binding on the Parties hereto and their successors in title.

10.3. A provision or a right under this Agreement may not be waived except in writing signed by the Party granting the waiver, or varied except in writing signed by both the Parties.

10.4. This Agreement may be modified only in writing, duly signed by authorized persons of both the Parties.

10.5. The persons signing on behalf of each Party represent and warrant that they have adequate power and authority to execute and enter into this Agreement for the Party on whose behalf they purport to act IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands on the date and year first hereinafter written.

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|---------------------------------------|----------------------------------|
| HOME PLEX PVT. LTD. | CLIENT |
| Signature | Signature |
| Name: Mr. Ashok Tiwar | Name: Binayak Acharya |
| Designation: Managing Director | Designation: Owner/Client |