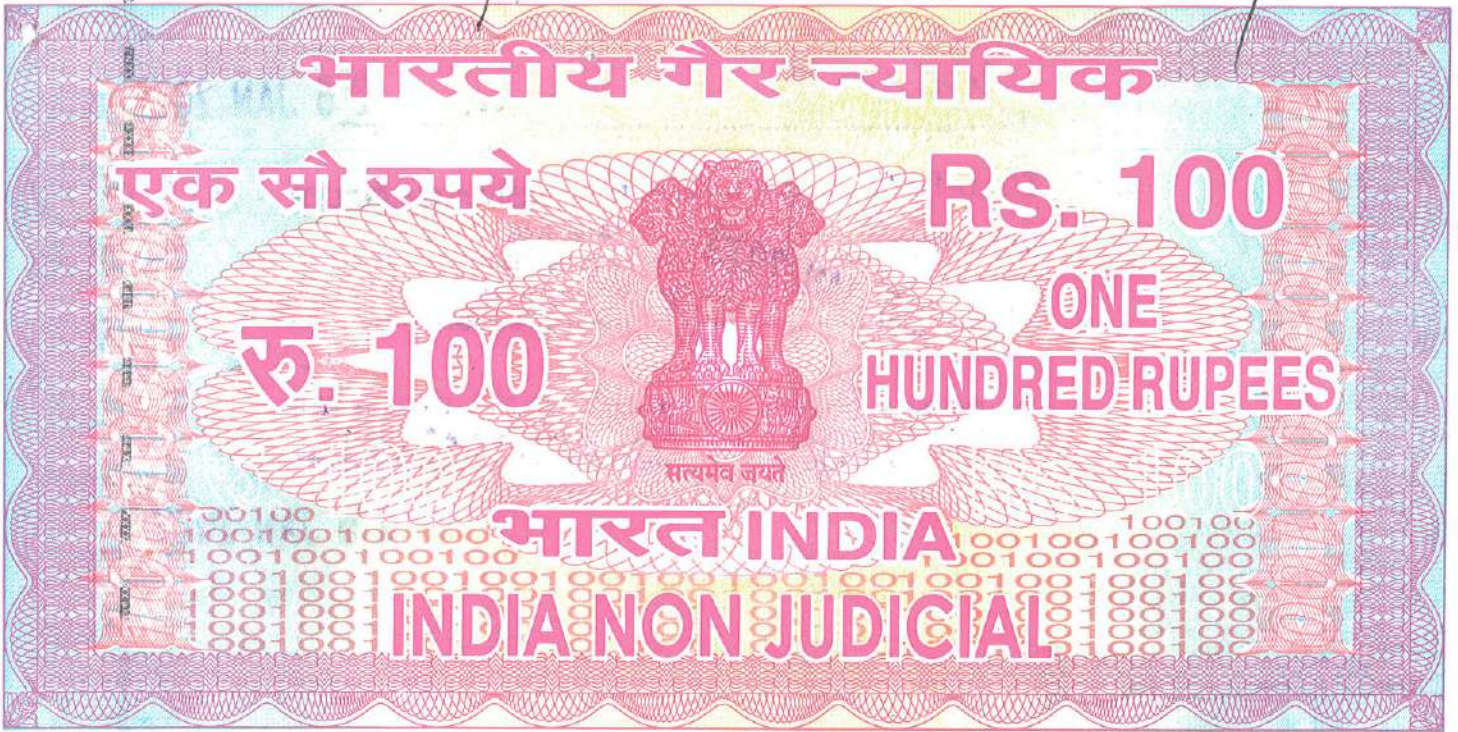


2202/2023

24/2/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AP 062045

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Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

Assurances-IV, Kolkata

Handwritten signature and number: 358547

15 FEB 2023

DEVELOPMENT AGREEMENT

1. Date: 9th February, 2023
2. Place: Kolkata
3. Parties:
 - 3.1 **DELTA PV PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at Acropolis, 13th Floor, 1858/1; Rajdanga Main Road, Kasba, Police Station Kasba, Post Office Kasba, Kolkata 700 107 and Income Tax Permanent Account Number

Visa Code No. 442 9/2/23

J (1)-... 250

J (2)-... 100

Total 350

Realised on...

ARA-TV Kolkata

76103

DATE 25 JAN 2023

SOLD TO R. GINODIA & CO. LLP

ADDRESS Advocates

Ground Floor

6, Church Lane

Kolkata-700-001

RS. 25 JAN 2023 100

CODE NO. (1087) ANJUSHREE BANERJEE

LICENCED NO. L. S. VENDOR (O.S.)

20 & 20A / 1973 HIGH COURT, KOLKATA-700 001

25 JAN 2023

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Tapaswata Roy



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Kishor Saha



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
- 9 FEB 2023












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 19042000296233/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Sanjoy Kumar Mohanty 1/1B/2, Dharmatala Road, City:- , P.O:- Tiljala, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107	Representative of Land Lord [Delta PV Private Limited]		976 	 09.02.2023
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Tapabrata Roy 19, Parmar Road, City:- Uttarpara-kotrung, P.O:- Bhadrakali, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712232	Representative of Developer [Emami Realty Limited]		977 	 09.02.2023
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Akash Sarkar Son of Mr Ullam Kumar Sarkar 6, Church Lane, City:- Kolkata, P.O:- Kolkata GHPO, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Mr Sanjoy Kumar Mohanty, Mr Tapabrata Roy		978 	 09.02.2023

(Mohul Mukhopadhyay)

ADDITIONAL REGISTRAR
OF ASSURANCE



OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal







Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



070220232028531616

GRIPS Payment Detail

GRIPS Payment ID:	070220232028531616	Payment Init. Date:	07/02/2023 17:23:39
Total Amount:	575042	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4326364734123	BRN Date:	07/02/2023 17:24:10
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

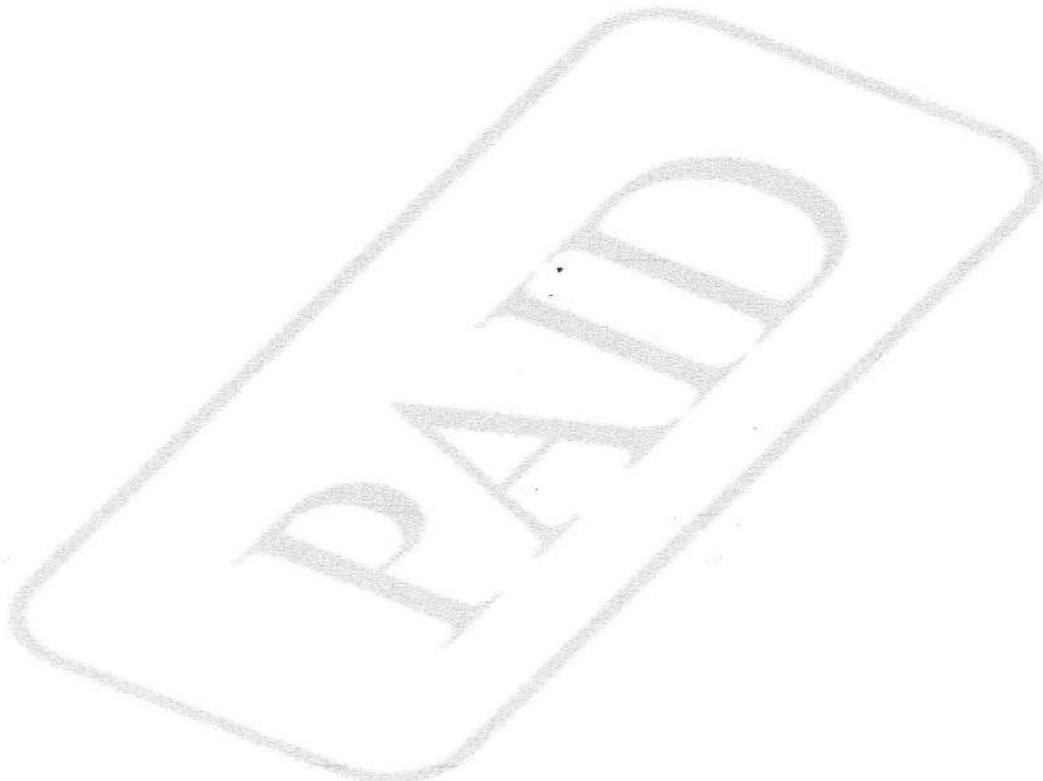
Depositor's Name: Mr TAPABRATA ROY
Mobile: 9433909583

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230285316178	Directorate of Registration & Stamp Revenue	575042
Total			575042

IN WORDS: FIVE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230285316178

GRN Details

GRN:	192022230285316178	Payment Mode:	SBI Epay
GRN Date:	07/02/2023 17:23:39	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4326364734123	BRN Date:	07/02/2023 17:24:10
Gateway Ref ID:	0599577381	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	070220232028531616	Payment Init. Date:	07/02/2023 17:23:39
Payment Status:	Successful	Payment Ref. No:	2000296233/5/2023

[Query No*/Query Year]

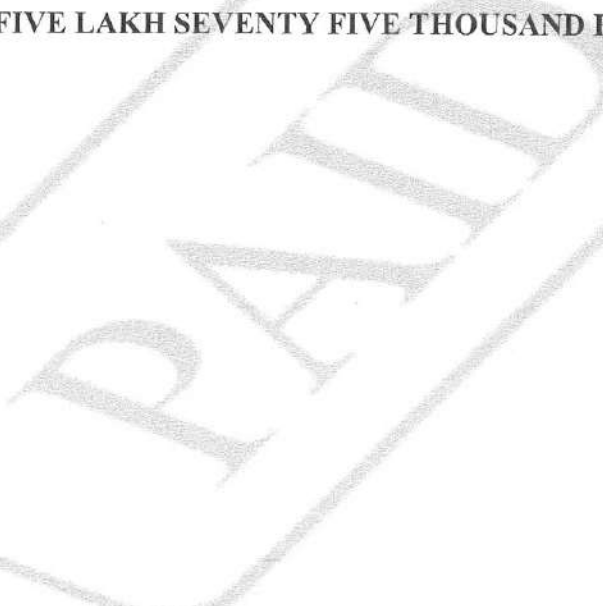
Depositor Details

Depositor's Name:	Mr TAPABRATA ROY
Address:	19/PARMAR ROAD POST BHADRAKALI DIST. HOOGHLY 712232
Mobile:	9433909583
Period From (dd/mm/yyyy):	07/02/2023
Period To (dd/mm/yyyy):	07/02/2023
Payment Ref ID:	2000296233/5/2023
Dept Ref ID/DRN:	2000296233/5/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000296233/5/2023	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000296233/5/2023	Property Registration- Registration Fees	0030-03-104-001-16	500021
			Total	575042

IN WORDS: FIVE LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.



AABCD1954A represented by its authorized representative Sanjoy Kumar Mohanty, son of Madhusudan Mohanty, by faith Hindu, by occupation Service, citizen of India, residing at 1/1B/2, Dharmatala Road, Police Station Tiljala, Post Office Tiljala, Kolkata 700 039 and having Income Tax Permanent Account Number ADNPM0487B and Aadhaar Number 4565 0735 2120 and hereinafter referred to as **“the Lessee”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **One Part;**

And

- 3.2** **EMAMI REALTY LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Police Station Kasba, Post Office Kasba, Kolkata 700 107 and Income Tax Permanent Account Number AALCS5120P represented by its authorized representative Tapabrata Roy son of Debabrata Roy, by faith Hindu, by occupation Service, citizen of India, residing at 19, Parmar Road, Uttarpara, Kotrung (M), Police Station Uttarpara, Post Office Bhadrakali, Pin Code 712 232 and having Income Tax Permanent Account Number ALCPR2346H and Aadhaar Number 9510 7952 1187 and hereinafter referred to as the **“Developer”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **Other Part -**

Lessee 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:** The Lessee and the Developer had agreed for the development of the said Premises (defined below) by making construction of a new building for setting up IT/ITES and electronics units and other activities in terms of the Principal Lease and marketing and sub-leasing / assigning / transferring / disposing off the Units and other rights therein (**“Project”**) on the terms and conditions recorded in a Development Agreement dated 2nd March, 2021 registered at the office of the Additional Registrar of Assurances IV, Kolkata in Book No. I, Volume No. 1904-2021, Pages



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119293 to 119333, Being No. 190402979 for the year 2021 (“**earlier Development Agreement**”). The Developer took steps for development of the said Premises and commenced construction of the Project. The parties have after the execution of the earlier Development Agreement mutually clarified and/or modified some of the terms and conditions and accordingly this new Development Agreement is being executed by the parties in substitution and/or replacement of the earlier Development Agreement to record the subsequent events and the finally agreed terms and conditions. Simultaneously with the execution of this Agreement, the earlier Development Agreement shall cease to have effect and shall stand substituted and/or replaced by this new Development Agreement and the terms and conditions contained herein shall be valid and binding on the parties.

5. Subject Matter of Agreement: Agreement between the Lessee and the Developer with regard to development of ALL THAT the piece or parcel of land measuring about 1 Acre more or less having buildings and other structures erected thereon situate, lying at and being Plot No. A1-3, at Salt Lake Electronics Complex, Salt Lake, Block EP and GP, Bidhannagar, Sector V, Police Station Bidhannagar (East), Kolkata 700 091, District North 24 Parganas and morefully described in the **First Schedule** hereunder written (“**said Premises**”).

6. Representations

6.1 Lessee’s Representations: The Lessee has represented to the Developer as follows:

6.1.1 Leasehold right in the said Premises: The Lessee is the lawful lessee in respect of the said Premises and is fully seized and possessed of and otherwise fully and sufficiently entitled to the said Premises for the period upto 2nd May, 2085 together with option of renewal for two terms of 90 years each at the option of West Bengal Electronics Industry Development Corporation Limited (“**WEBEL**”). The devolution of leasehold interest in favour of the Lessee is as mentioned in the **Second Schedule** hereunder written.

6.1.2 Possession: The said Premises in its entirety is in the exclusive khas, vacant, peaceful and physical possession of the Lessee. The said Premises is butted and bounded on all four sides by boundary walls and no part of the same has been encroached upon and there is at



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present no dispute with any adjoining property owner or anyone else regarding the possession or the boundary of the said Premises.

- 6.1.3 **Mutation:** The said Premises is mutated in the name of the Lessee in the records of the Government of West Bengal.
- 6.1.4 **Marketable interest of Lessee:** The leasehold right and interest of the Lessee in the said Premises is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, liabilities, attachments, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, vestings, alignments, easements and lis pendens whatsoever and the Lessee has a good and marketable leasehold interest in the said Premises and is entitled to lawfully retain, hold, develop and transfer the said Premises for setting up IT/ITES and electronics units and other activities in terms of the Principal Lease under the relevant laws governing the same.
- 6.1.5 **Lessee to Ensure Continuing Marketability:** The Lessee shall at its own costs ensure that the Lessee's leasehold interest and right in the said Premises continue to remain good and marketable and free from all encumbrances throughout the entire term of the lease (including renewal thereof), that is, till 2nd May, 2085 (and renewal thereof) or till transfer of the same in accordance with this agreement, whichever is earlier.
- 6.1.6 **Lessee has Authority:** The Lessee has full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same and appropriate Resolutions/Authorizations to that effect exists.
- 6.1.7 **Not Done Any Act:** The Lessee has not committed any breach, violation and/or default of any of the provisions of the Principal Lease and that there is no subsisting dispute or complaint whatsoever by WEBEL in relation to the same and the Lessee has not done any act deed or thing whereby the Principal Lease can or may be prejudicially affected and the same is good, effectual, valid and subsisting and in full force and effect and has not been forfeited, surrendered or become void or voidable.



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- 6.1.8 **No Prejudicial Act:** The Lessee has not 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 or otherwise in respect of the said Premises.
- 6.1.9 **No excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976:** There is no vacant land in the said Premises in excess of the ceiling limit and no part of the said Premises has been or is liable to be vested and/or acquired under any applicable law and no notice, order or direction has been issued and that the said Premises or any portion thereof is not adversely affected by the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and no proceedings have been initiated and/or are pending in respect thereof or thereunder.
- 6.1.10 **No alignment:** No portion of the said Premises is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Nabadiganta Industrial Township Development Authority or the Bidhannagar Municipal Corporation or any other Public or Statutory Body or Authority.
- 6.1.11 **No attachment:** The said Premises is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the Lessee for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- 6.1.12 **No Requisition or Acquisition:** The said Premises is not affected by any requisition or acquisition of any authority or authorities under any law and no notice of requisition or acquisition of the said Premises or any portion thereof has been issued and/or served upon the Lessee and/or in respect of the said Premises and no such proceedings have been initiated and/or are pending in respect thereof.
- 6.1.13 **No mortgage:** The Lessee has not created any registered or equitable mortgage or anomalous or other mortgage or charge or lien in respect of its leasehold interest in the said Premises or any part thereof and



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the same is free from all charges, encumbrances and liabilities whatsoever or howsoever.

- 6.1.14 **Taxes Paid:** All property rates, taxes and outgoings relating to the said Premises have been paid by the Lessee for the period upto the date of this Agreement and at present there are no outstanding demands regarding the same.
- 6.1.15 **Custody of Deeds:** The originals of the documents in respect of the said Premises mentioned in the **Second Schedule** hereunder written (hereinafter referred to as the "**Original Documents**") are in exclusive possession and custody of the Lessee and no other person or entity has any right or entitlement in respect of the same.
- 6.1.16 **No Guarantee:** No guarantee and/or corporate guarantee or any other security that may affect the said Premises in any manner at any time whatsoever has been given by the Lessee.
- 6.1.17 **No Legal Proceeding:** No suit and/or other legal proceeding has been filed and/or is pending regarding the said Premises and there are no orders of any Court of law, tribunal, judicial, quasi-judicial, statutory or any other body or authority affecting the said Premises or any portion thereof and/or the leasehold right and interest of the Lessee in respect of the same.
- 6.1.18 **No Subsisting Previous Agreement:** Save and except the earlier Development Agreement dated 2nd March, 2021, the Lessee has not in any way dealt with the said Premises or any part thereof whereby the leasehold right and interest of the Lessee as to the use, enjoyment, development and/or transfer of the said Premises or any part thereof is or may be affected in any manner whatsoever and there is no subsisting agreement, arrangement or understanding whatsoever with any person or entity for transfer, lease, assignment, sub-lease, sub-letting, parting with possession, development or otherwise dealing with or disposing off the said Premises or any part thereof and has not created any third party rights whatsoever.
- 6.1.19 **No Restriction:** There is neither any restriction on transfer, assignment, sub-lease or development of the said Premises nor any subsisting order, proceeding, notification, declaration or notice affecting the said Premises and no part of the same has been vested,



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acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.

6.2 **Developer's Representations:** The Developer has represented to the Lessee as follows:

6.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:**

The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to successfully undertake the development of the said Premises and complete and finish the same within the time agreed in this agreement.

6.2.2 **No Abandonment:** The Developer shall not abandon the Project in any manner and shall accord the necessary attention thereto.

6.2.3 **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions / Authorizations to that effect exist.

7. **Basic Understanding:**

7.1 **Agreement:** The Lessee has and/or shall be deemed to have made available for the purpose of development its entire leasehold right and interest in the said Premises free from any and all encumbrances and liabilities whatsoever and capable of being developed, constructed upon and sub-leased / assigned / transferred / disposed off. The development of the said Premises has commenced for making construction of a new building thereon for setting up IT/ITES and electronics units and other activities in terms of the Principal Lease in accordance with the plans ("**Building Plans**") sanctioned by the Nabadiganta Industrial Township Development Authority and/or revised from time to time by the Nabadiganta Industrial Township Development Authority with specified areas, amenities and facilities to be enjoyed in common ("**New Building**") as per mutually agreed specifications in the manner envisaged in this Agreement. The constructed spaces/offices/retail spaces/commercial spaces/restaurants and other rights in the New Building ("**Units**") shall be transferable in favour of intending transferees ("**Transferees**") and the Transfer Proceeds shall be shared in terms of this Agreement. The term 'Transferees' shall also include the Lessee and the



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Developer in respect of any Unit(s) that may be retained by them respectively.

7.2 Developer to have development right: For the purposes of development, construction and commercial exploitation of the New Building and the Units comprised therein, the Lessee has appointed and/or deemed to have appointed the Developer to develop, construct, market and transfer the New Building and the Units comprised therein and take all steps in terms of this Agreement.

8. Appointment and Commencement

8.1 Appointment and Acceptance: The Parties confirm acceptance of the Basic Understanding between them as recorded in Clause 7 above and all other terms and conditions recorded in this Agreement. The Lessee confirms having appointed the Developer as the developer of the said Premises to exclusively execute the Project in accordance with this Agreement. The Developer confirms having accepted such appointment by the Lessee.

8.2 Tenure: This Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and this agreement subsists.

8.3 Project Implementation: The Developer is entitled to enter into the said Premises in its entirety for the purpose of development in terms of this Agreement and to take all steps for development and transfer in terms of this Agreement. The Developer is entitled to carry out survey, soil testing and other development and construction related works at the said Premises and to do all things and to take all steps for the implementation of the Project. It is expressly made clear that such activities in respect of the said Premises by the Developer for the purpose of development in terms of this Development Agreement are not intended to be and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961 or a transfer of possession under Section 53A of the Transfer of Property Act, 1882.

9. Sanction, Approvals and Construction

9.1 Sanction & Approvals: The Building Plans have already been sanctioned by the Nabadiganta Industrial Township Development Authority and certain other Approvals have already been obtained in respect of the said Premises. If any other necessary sanction, approval, permission, clearance, consent, no



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objection, registration, licence, etc. is required for the implementation of the Project (collectively "**Approvals**") then the same shall be obtained by the Developer at its own costs. The Lessee shall fully co-operate regarding the sanction/revision/extension of the Building Plans and the Approvals and shall sign all documents and papers that may be required for obtaining sanction/revision/extension of the Building Plans and the Approvals. However, in case any Approvals are necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferee.

9.2 Architects and Consultants: The Architects and the other consultants, professionals, advisers, etc. for the Project have been and/or shall be appointed by the Developer from time to time. All fees, costs, charges and expenses payable to them have been and/or shall be paid by the Developer.

9.3 Demolition of Existing Building and Removal of Debris: The Developer has demolished or caused to be demolished the existing buildings and other structures at the said Premises (including foundations thereof) and has taken away, removed and/or disposed of the materials, salvage, debris, etc.

9.4 RERA Registration & Compliances: The Developer shall take steps for obtaining the registration and/or approval of the Project from the concerned authority under the Real Estate (Regulation and Development) Act, 2016 and/or any other applicable real estate law (hereinafter referred to as "**the New Real Estate Law**") in accordance with law and all costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the Developer. The Lessee shall fully co-operate and assist the Developer regarding the above. It is however clarified that the Lessee shall remain liable and responsible at its own costs for timely compliance of all obligations and liabilities of the Lessee as applicable under the New Real Estate Law and to answer and satisfy all queries, questions, requisitions, etc. raised by the concerned authority relating to the leasehold right and interest of the Lessee to the said Premises for grant of registration and/or approval and/or otherwise.

9.5 Construction of New Building: The construction of the New Building has already commenced. The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plans as per the Specifications mentioned in the **Third Schedule** hereunder written or such other specifications as may be mutually agreed



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between the Lessee and the Developer from time to time.

- 9.6 Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Building in accordance with the Building Plans and the mutually agreed specifications and obtain Completion/Occupancy Certificate from the Nabadiganta Industrial Township Development Authority within a period of 60 (sixty) months from the date of this Agreement ("**Completion Time**"). The Developer shall be entitled to a further period of 6 (six) months from the date of expiry of the Completion Time as a grace period ("**Grace Period**"). Any delay that may be attributable to Force Majeure shall also be added to the Completion Time and the Grace Period.
- 9.7 Common Portions:** The Developer shall its own costs, construct and/or install and/or make available in the New Building, the common areas, amenities and facilities (collectively "**Common Portions**").
- 9.8 Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Building.
- 9.9 Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Premises and shall be liable to pay the costs, charges and expenses for use of the same. The Developer shall be authorized in the name of the Lessee to apply for and obtain at its own cost temporary/permanent connections of water, electricity, drainage, and other utility connections.
- 9.10 Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Premises and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
- 10. Deposit of Original Documents:** Simultaneously with the execution of this Agreement, the Original Documents shall be deposited by the Lessee with the Developer. The Original Documents shall be deposited by the Developer with the Financier for Construction Finance in terms of Clause 13.1 below. After completion of the Project and transfer of all Units, the Original Documents shall be handed over to Lessee or the Association of Transferees, as the situation shall permit.



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11. **Power of Attorney:** Simultaneously with the execution of this Agreement, the Lessee has granted to the Developer and its authorized representatives, a Power of Attorney for the purpose of, inter alia, applying for and obtaining the sanction/revision/extension of the Building Plans and all necessary Approvals from different authorities in connection with the construction of the New Building in terms of this Agreement, for doing various acts, deeds and things in connection with construction of New Building at the said Premises and for the purpose of booking and assigning / sub-leasing / transferring / disposing off the Units in the New Building alongwith other properties, benefits, advantages and rights (including but not limited to parking spaces / rights, leasehold interest in the land comprised in the said Premises). Notwithstanding grant of the aforesaid Power of Attorney, the Lessee shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.
12. **Sharing of Transfer Proceeds of Units in the New Building:**
- 12.1 **Transfer of Units:** The Units in the New Building upon development of the Project (including car parking spaces, open terraces, etc. if any,) shall be assigned / sub-leased / transferred / disposed off together with undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the said Premises and the Common Portions, and all receivables regarding the same as also any amount that may be received from the Transferees on account of interest, penalty, compensation and/or forfeited amount and/or transfer/nomination fee, etc. excluding however the Goods & Services Tax (collectively "**Transfer Proceeds**") shall be allocated between the parties as mentioned below. It is further clarified that the amounts receivable by the Developer under Clause 20.1 are not part of the Transfer Proceeds and the same shall belong solely to the Developer.
- 12.2 **Lessee's Share of Transfer Proceeds:** The Lessee's Share of Transfer Proceeds shall mean 17 (seventeen) per cent of the Transfer Proceeds.
- 12.3 **Developer's Share of Transfer Proceeds:** The Developer's Share of Transfer Proceeds shall mean 83 (eighty three) per cent of the Transfer Proceeds.

The shares of the Lessee and the Developer (i.e. the ratio of 17 : 83) stated heretofore is hereinafter referred to as "**the Agreed Ratio**".



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ADDITIONAL MEMBER
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13. Financials:

- 13.1 **Project Finance:** The Developer may arrange for obtaining construction finance for the Project (**Construction Finance**) by a Bank/Financial Institution (**Financier**). The Developer shall be entitled to deposit the Original Documents of the said Premises with the Financier as security for the purpose of Construction Finance. The Developer shall also be entitled to create a mortgage/charge in favour of the Financier for availing such Construction Finance Provided That the Lessee shall not have any liability whatsoever to repay the Construction Finance obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Construction Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Lessee against any claim, demand, costs, damages, liability or loss whatsoever relating to Construction Finance / Construction Finance Liability. The Developer shall be solely liable for repaying the Construction Finance / Construction Finance Liability and the said finance shall only be used for the purpose of this Project.
- 13.2 **Deposit:** On or before the execution of this Agreement, the Developer has deposited with the Lessee an interest free refundable/adjustable sum of Rs. 5,00,00,000/- (Rupees five crores only). The term "Deposit" in this Agreement shall mean and refer to the aforesaid sum of Rs. 5,00,00,000/-. The Lessee hereby as also in the Memo of Deposit hereunder written acknowledges receipt of a sum of Rs. 5,00,00,000/- from the Developer as payment of the Deposit.
- 13.3 **Distribution of Transfer Proceeds:** The principal policy decisions regarding the marketing and transfer of the Project (i.e. the Units in the New Building) including deciding the launch price/transfer price/revised price, shall be taken by the Developer in consultation with the Lessee. The Developer shall take all necessary steps and day-to-day decisions accordingly. All Transfer Proceeds shall be deposited by the Developer in a separate Bank Account ("**Transfer Proceeds Bank Account**") only and the same shall be used and/or utilized in accordance with RERA including depositing appropriate sum in the separate account. The portion of the Transfer Proceeds that can be distributed without any condition under RERA shall be distributed by the Developer within such time as may be mutually agreed. The remaining portion of the Transfer Proceeds shall be distributed by the Developer within such time as may be mutually agreed.



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- 13.4 **Refund of the Deposit:** Upon the Lessee receiving each payment towards the Lessee's Share of Transfer Proceeds, it shall within 15 days thereof pay to the Developer mutually agreed amount on an equitable basis as refund towards part repayment of the Deposit. The Developer shall not be required to pay any further amount towards the Lessee's Share of Transfer Proceeds till the refund in respect of the previous payment is received. Such refund shall continue till the total amount of Deposit paid is refunded.
- 13.5 **Goods & Services Tax:** The Goods & Services Tax relating to development and construction shall be paid by the Developer who shall comply with the applicable provisions regarding the same and keep the Lessee indemnified with regard thereto. The Goods & Services Tax in respect of the transfer of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. The same shall not form part of Transfer Proceeds and shall not be required to be deposited in the Transfer Proceeds Bank Account. The Developer shall pay the Goods & Services Tax payable to the concerned authority in accordance with law in respect of the transfer of the Units to the Transferees out of the amounts received from the Transferees on account of the Goods & Services Tax.
14. **Transfer of Units to Transferees:** The Units in the New Building shall be sub-leased / assigned / transferred in favour of the Transferees by initially entering into Agreements for Sub-Lease / Assignment / Transfer and ultimately Deeds of Sub-Lease / Assignment / Transfer. The Lessee and the Developer shall be parties in all such Agreements and Deeds of Sub-Lease / Assignment / Transfer. The costs of such Agreements and Deeds of Sub-Lease / Assignment / Transfer in respect of the entirety of the New Building including stamp duty and registration fees and all legal fees and expenses incidental or related thereto as also costs, charges and expenses for obtaining the Permissions from the Government of West Bengal and/or West Bengal Electronics Industry Development Corporation Limited (WEBEL) in connection with change of use, construction and transfer of the Units in favour of the Transferees shall be borne and paid by the respective Transferees. For the purpose of this clause the term "Permissions" shall mean all permissions, approvals, consents, no objections, etc. that may be required for development and transfer of the New Building and the Units comprised therein and shall include the permission, approval, consent etc., if any, that may be required or necessary for change of use of the said Premises, the New Building and the Units comprised therein and the permission, approval, consent etc., if any, that may be required or necessary for sub-lease/assignment and/or transfer of the said Premises, the New



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Building and the Units comprised therein in favour of the Transferees, whether required under the Principal Lease and/or under any other law, notification or circular from Government of West Bengal or any another authority including WEBEL.

- 15. Property Taxes and Outgoings:** All property rates, taxes and outgoings (collectively **Rates**) in respect of the said Premises relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Lessee, (ii) thereafter the Rates shall be borne, paid and discharged by the Developer till the date of issue of the Completion/Occupancy Certificate and (iii) thereafter from the date of grant of the Completion/Occupancy Certificate the Rates shall be borne, paid and discharged by the respective Transferees.

16. Post Completion Maintenance:

- 16.1 **Notice of Completion:** Upon the construction of the New Building being completed as per the certificate from the Architects, the Developer shall give a written notice to the Lessee and the date of such notice shall be deemed to be the Completion Date though Common Portions may be incomplete at that time and Occupancy/Completion Certificate from the Nabadiganta Industrial Township Development Authority shall be obtained subsequently after completion of Common Portions and other parts of the Project by the Developer.

- 16.2 **Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Building. Initially the maintenance of the New Building including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body.

17. Principal Obligations of Developer:

- 17.1 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Building to the extent necessary for giving notice under Clause 16.1 above within the Completion Time and Grace Period subject to Force Majeure Provided However that in case of



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revised/additional/modified sanction, the time required for the same shall be added.

- 17.2 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Building in conformity with the prevailing laws.
- 17.3 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Building and marketing and transfer of the Units with the help of the Architects, consultants, professionals, contractors, etc.
- 17.4 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Third Schedule** hereunder written and/or such other specifications as may be mutually agreed.
- 17.5 **Adherence by Developer:** The Developer has assured the Lessee that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.
- 17.6 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Building at its own cost and risk. The Developer shall be responsible and liable to Government, Nabadiganta Industrial Township Development Authority and other authorities concerned and to the occupants/Transferees/third parties for any loss or for any claim arising therefrom and hereby indemnifies and agrees to keep indemnified the Lessee against all claims, losses or damages for any default or failure or breach on the part of the Developer.
- 17.7 **Tax Liabilities:** The taxes, levies, duties, etc. in relation to the development and construction of the New Building/Project shall be paid by the Developer. However, the income tax/capital gains tax payable by the Lessee on the income arising out of the Lessee's Share of Transfer Proceeds shall be payable by the Lessee.
- 17.8 **Approvals for Construction:** The Developer shall obtain all Approvals required from various Government authorities to commence, execute and complete the Project save and except those that have already been obtained prior to the execution of this Agreement. The Lessee shall fully assist and cooperate with the Developer in this regard and shall sign all documents and papers that may be reasonably required for the same in relation to the said Premises.



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- 17.9 **Responsibility for Marketing and Brokerage:** The transferable constructed spaces/Units in the New Building shall be marketed and transferred in terms of this agreement and the Developer shall decide the marketing strategy, budget, selection of publicity material, media etc. and shall bear the costs of the same. The brokerage payable for transfer of the Units shall be paid by the Developer.
- 17.10 **Assignment:** The Developer shall not assign this Agreement or any rights or benefits hereunder to outside parties without the prior written consent of the Lessee provided however that no consent shall be necessary in case of the Developer assigning this Agreement in favour of any of its Group Company/LLP, that is, any Company/LLP under the management and control of Emami Group.
- 17.11 **No Dealing with the said Premises:** The Developer hereby covenants not to let out, grant lease, mortgage and/or charge the said Premises or any portion thereof save in the manner envisaged by this Agreement.
- 17.12 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney to be granted pursuant hereto.
- 18. Principal Obligations of Lessee**
- 18.1 **Leasehold Right & Interest:** The Lessee shall ensure that its leasehold right and interest in the said Premises continues to remain good and marketable free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lispendens throughout the entire term of the lease (including renewal thereof), that is, till 2nd May, 2085 (and renewal thereof) or till transfer of the same in accordance with this agreement, whichever is earlier. The Lessee shall rectify/remedy defects or deficiencies, if any, in its leasehold right & interest and resolve any issue that may arise regarding the same or any encumbrance etc. (pertaining to the Lessee's leasehold rights and interest) at its own costs and keep the Developer fully indemnified in this regard.



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- 18.2 **Co-operation with Developer:** The Lessee undertakes to fully co-operate with the Developer for obtaining all Approvals required for development of the said Premises and to sign all documents and papers that may be required for the same.
- 18.3 **Documentation and Information:** The Lessee undertakes to provide the Developer with necessary documentation and information relating to the said Premises as may be required by the Developer from time to time.
- 18.4 **No Obstruction to Developer:** The Lessee covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 18.5 **No Dealing with the said Premises:** The Lessee hereby covenants not to let out, grant lease, mortgage and/or charge the said Premises or any portion thereof save in the manner envisaged by this Agreement.
- 18.6 **Adherence by Lessee:** The Lessee has assured the Developer that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Lessee saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue) whatsoever suffered by the Lessee relating to the development and/or to the construction of the New Building and also arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident due to negligence of the Developer during development and construction and/or arising from any of the declarations, representations, agreements and assurances made or given by the Developer being incorrect and/or arising due to any act, omission, breach or default of the Developer.
- 19.2 **By Lessee:** The Lessee hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil or revenue)



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whatsoever suffered by Developer relating to the Lessee's leasehold right and interest in the said Premises and/or arising from any breach of this Agreement by the Lessee and/or arising due to any defect/deficiency in the Lessee's leasehold right and interest in the said Premises and/or due to any encumbrance, etc. and/or arising from any of the declarations, representations, agreements and assurances made or given by the Lessee being incorrect and/or arising due to any act, omission, breach or default of the Lessee.

20. Miscellaneous

- 20.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Building all additional charges, expenses and/or deposits. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, property taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, Project Advocates' Fees, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, outpocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc. It is clarified that the aforesaid additional charges, expenses and/or deposits shall belong exclusively to the Developer and shall not be included as part of Transfer Proceeds.
- 20.2 **Documentation:** The documents for transfer including Agreements for Sub-Lease / Assignment / Transfer of Units and Deeds of Sub-Lease / Assignment / Transfer for the New Building/Project shall be prepared by R. Ginodia & Co. LLP, Advocates of Ground Floor, 6, Church Lane, Kolkata ("**Project Advocates**"). The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sub-Lease / Assignment / Transfer and the Deeds of Sub-Lease / Assignment / Transfer shall be paid by the Transferees of the Units of the New Building.
- 20.3 **Additional/Further Construction:** If at any time additional/further constructions becomes permissible on the said Premises due to any additional FAR being available, then such additional/further constructions shall be made by the Developer. The Transfer Proceeds of the additional/further



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construction shall be shared by the Lessee and the Developer in the Agreed Ratio.

- 20.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 20.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 20.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall be retained by the Lessee.
- 20.7 **Essence of the Contract:** The Lessee and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.8 **No Partnership:** The Lessee and the Developer have entered into this Agreement purely on a principal to principal basis 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.
- 20.9 **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. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 20.10 **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.
- 20.11 **Name of New Building:** The name of the New Building shall be “**Emami Business Bay**”.



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20.12 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise, assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Lessee. No transfer of any interest is intended to be or is being made by virtue of this Agreement. The transfer of interest is intended to and shall take place only after completion of the New Building.

21. Force Majeure

21.1 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 Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, storm, tempest, fire, explosion, earthquake, subsidence, pandemic, epidemic or other natural physical disaster, war, military operations, riot, crowd disorder, strike, lock-outs, partial or full lockdown or any other restriction imposed by the Government or any other authority, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material in West Bengal, delays due to any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) adversely affecting the Project or any Government or Court orders which cannot be attributable to any act, omission, default or violation of the concerned party.

21.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, then such Party shall not be deemed to have defaulted in the performance of its contractual obligations and the time periods mentioned in this Agreement shall stand suitably extended Provided That the concerned Party shall inform the other Party in writing within 30 (thirty) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and similar notice in writing shall also be given upon cessation of the Force Majeure event.

22. **Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in



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writing executed by both the Parties and/or unless the same is mutually accepted and admitted by the parties.

23. **Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by registered post with acknowledgement due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.
24. **Arbitration:** Any dispute or difference between the parties hereto relating to and/or concerning the said Premises or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to arbitration by a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The sole Arbitrator shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the sole Arbitrator shall be final and the parties agree to be bound by the same.
25. **Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
26. **Rules of Interpretation:**
- 26.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including



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references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

- 26.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 26.3 **Gender:** In this Agreement, words denoting any gender includes all other genders.
- 26.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 26.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 26.6 **Including:** In this Agreement, any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 26.7 **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.

27. **Schedules:**

First Schedule
(“the said Premises”)

ALL THAT the piece or parcel of land measuring about 1 Acre more or less having buildings and other structures (together measuring about 10,000 square feet) erected thereon situate, lying at and being Plot No. A1-3, out of 87.555621 Acres at Salt Lake Electronics Complex, Salt Lake, Block EP and GP, Bidhannagar, Sector V, Police Station Bidhannagar (East), Kolkata 700 091, District North 24 Parganas and butted and bounded in the following manner:

On the North :	By Plot No. A1-1 & 2;
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On the East :	By Plot No. N1 (Webel SL Energy Limited);
On the South :	By 15 meter wide road; and
On the West :	By Plot No. A1-4.

OR HOWSOEVER OTHERWISE the same may be called known numbered described or distinguished

The said Premises is delineated on the **Plan** attached and bordered in **Green** colour thereon.

Second Schedule
(Devolution of Leasehold Right and Interest)

1. By and under an Indenture of Sub-Lease dated 3rd August, 2005 made between West Bengal Electronics Industry Development Corporation Limited (as the Sub-Lessor) and Delta PV Private Limited (as the Sub-Lessee and being the Lessee herein) registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake) in Book No. I, Volume No. 361, Pages 291 to 305, Being No. 5931 for the year 2005 (herein referred to as "**the Sub-Lease dated 3rd August, 2005**") the Lessee herein was granted sub-lease in respect of the said Premises for a period of 90 years with effect from 3rd May, 1995 for setting up of electronics industry.
2. The said Premises is mutated in the name of the Lessee herein in the records of the Government of West Bengal.
3. By letters dated 16th January, 2020 and 4th May, 2020 the West Bengal Electronics Industry Development Corporation Limited (WEBEL) has allowed the Lessee to construct a building on the said Premises for setting up IT/ITES units. Further, WEBEL requested for payment of permission fees at the rate of Rs. 3 lakhs per Cottah plus 18 percent GST and informed that fees of Urban Development and Municipal Affairs Department, Government of West Bengal will be charged at the time of transfer of land / space. Accordingly, the Lessee has paid a sum of Rs. 2,14,17,000/- to the West Bengal Electronics Industry Development Corporation Limited.
4. Further by a letter dated 10th May, 2022 WEBEL has confirmed that it has allowed the Lessee to construct a building on the said Premises for usage of IT/ITES entrepreneurs.



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5. By a Deed of Declaration/Rectification dated 23rd December, 2022 made between West Bengal Electronics Industry Development Corporation Limited (as the Sub-Lessor) and Delta PV Private Limited (as the Sub-Lessee and being the Lessee herein) registered at the office of the Additional District Sub-Registrar, Bidhannagar in Book No. IV, Volume No. 1504-2022, Pages 2738 to 2754, Being No. 150400134 for the year 2022 (herein referred to as **“the Declaration/Rectification dated 3rd August, 2005”**) certain terms and conditions of the Sub-Lease dated 3rd August, 2005 were amended and/or rectified.
6. The Sub-Lease dated 3rd August, 2005 and the Declaration/Rectification dated 23rd December, 2022 are herein collectively referred to as **“the Principal Lease”**.

Third Schedule

(Specifications)

- **FOUNDATION**
 - a. RCC Foundation conforming to IS codes
- **SUPERSTRUCTURE**
 - a. Reinforced concrete framed structure using minimum M25 grade of concrete conforming to IS-456 and Fe 550d Steel
- **WALLS**
 - EXTERNAL WALLS**
 - a. AAC Blocks / Fly Ash Bricks
 - COMMON AREA INTERNAL WALLS**
 - a. AAC Blocks / Fly Ash Bricks
- **ULTIMATE ROOF**
 - a. Reinforced Concrete Roof with appropriate water-proofing and heat insulation
- **WALLS**



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Office Space and Retail Units

- a. Offices and Retail spaces shall be handed over as a shell with block/brick work.

External Façade

- a. Block/brick work with plaster and weather shield paint exterior grade paint.

- **INTERNAL WALLS**

Office Corridors and Lobbies

- a. Gypsum plaster finished with Acrylic Emulsion paint.

Fire escape staircase, Covered Car Park Areas

- a. Plaster finished with Cement paint on inside walls and distempered putty finish on ceiling.

Ground Floor main entrance Lobby

- a. Gypsum plaster finished with acrylic emulsion paint/paneling/tiles/stone cladding.

Lift Car

- a. Combination of glass/mirror and SS panels (matt finish).

- **FLOOR**

Office spaces and Retail units

- a. Concrete finish

Exclusive office terraces

- a. Tile/stone flooring after appropriate water proofing.

Common Areas

- a. Tile/stone flooring after appropriate water proofing.

Ground Floor main entrance lobby

- a. Imported marble/Vitrified Tile Flooring with matching skirting with or without inlay works at designated areas.

Lift Lobby and Office Corridors

- a. Vitrified Tile/Stone Flooring with matching skirting with or without inlay works at designated areas.

Common Staircases

- a. Terrazzo/Stone Flooring.



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Covered Car Park Areas

- a. Concrete Finish.

Other Common Services Rooms

- a. Concrete Finish.

Lift Car

- a. Imported Marble Flooring with PU Mat insert.

- **WINDOWS/GLAZING**

- a. Standard Powder coated Aluminum/UPVC sections with glazing units of appropriate thickness.

- **DOORS**

Staircases

- a. Will be provided with Fire check doors.

Common Toilets

- a. Hard wood framed with flush shutter doors (laminated/painted)

Offices

- a. Hard wood framed with flush shutter doors (laminated/painted)

Retail Spaces

- a. Glass doors with Aluminum frame.

- **WATER-PROOFING**

- a. Water-proofing of common area toilets, planter beds, terraces adjoining office areas, roof top areas.

- **ELECTRICAL POWER SUPPLY**

- **OFFICE AND RETAIL AREAS**

- a. 3 Phase, 14 watts / Sqft. single point power supply from metering panel.

- **COMMON AREAS**

- Electrical wiring with FRLS copper conductors, energy efficient LED light fixtures.

- **POWER BACK-UP**

- a. 24 x 7 Power supply with 100% DG Power Back-up.

- **AIR CONDITIONING**



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- **COMMON AREAS**
 - a. Air-conditioned with VRF system with 26°C temperature maintenance.
- **OFFICE AND RETAIL SPACES**
 - a. Provision for suitable spaces for outdoor units for VRF/split AC
- **RESTAURANTS/KITCHEN**
 - a. Provision for fresh air and exhaust system
- **SAFETY AND SECURITY**
 - a. 24 x 7 vigilance facility with CCTV surveillance at designated areas
 - b. Guarded gated complex.
- **FIRE PROTECTION SYSTEM**
 - a. Fully Fire Protected Building as per National Building Code 2016 guidelines. As per WBFES recommendations, adequate firefighting, fire detection, Public Address, Smoke ventilation, Lift well, Staircase, and Lift Lobby pressurization systems with refuge platforms for evacuation shall be provided.
- **SUPER FEATURES**
 - a. Aluminum pipe sections clad modern elevation.
 - b. Terrace with mini cricket turf, mini soccer turf, open air gym and Jogging track
 - c. CCTV surveillance in common areas
 - d. Provision for wi-fi in shafts
 - e. 3 Nos. Passenger Elevators (Each 15 passenger capacity)
 - f. 1 No. Fire cum service Lift
 - g. External Lobby on the Ground Floor
 - h. Class-A office building with exquisite façade
 - i. A grand entrance lobby
 - j. Premium work spaces with a 3.97 meter floor-to-floor height
 - k. Work spaces with provision for toilet inside office units
 - l. Large open air Breakout zone with Cafeteria
 - m. Plush Landscaping & sit out area around the Building and terrace
 - n. Lifestyle Retail and Lively F & B spaces
 - o. 24 x 7 vigilance facility with CCTV camera and RFID
 - p. 100% power back-up



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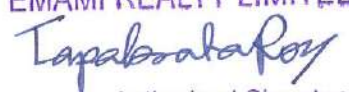
28. Execution and Delivery

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

For Delta PV Pvt. Ltd.

 Authorised Signatory

 Lessee

EMAMI REALTY LIMITED

 Authorised Signatory

 Developer

Witnesses:

Signature Gouri Sankar Rana
 Name GOURI SANKAR RANA
 Father's Name Late Kamala Kant Rana
 Address 6, Church Lane
Kolkata - 700001

Signature Akash Sankar
 Name AKASH SARKAR
 Father's Name Mr. UTTAM KUMAR SARKAR
 Address 6, Church Lane, Kolkata - 700001

Drafted by : Souvik Ganguly
 Mr. Souvik Ganguly, Advocate
 Enrolment no. F/651/2014
 R. Ginodia & Co. LLP, Advocates
 Ground Floor, 6, Church Lane,
 Kolkata-700 001.




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MEMO OF DEPOSIT

RECEIVED from the Developer a sum of Rs. 5,00,00,000/- (Rupees five crores only) being the Deposit in terms of Clause 13.2 of this Agreement.

For Delta PV Pvt. Ltd.



Authorized Signatory

(Lessee)

Witnesses:

Gauri Sonu Rera

Ashu Sagar

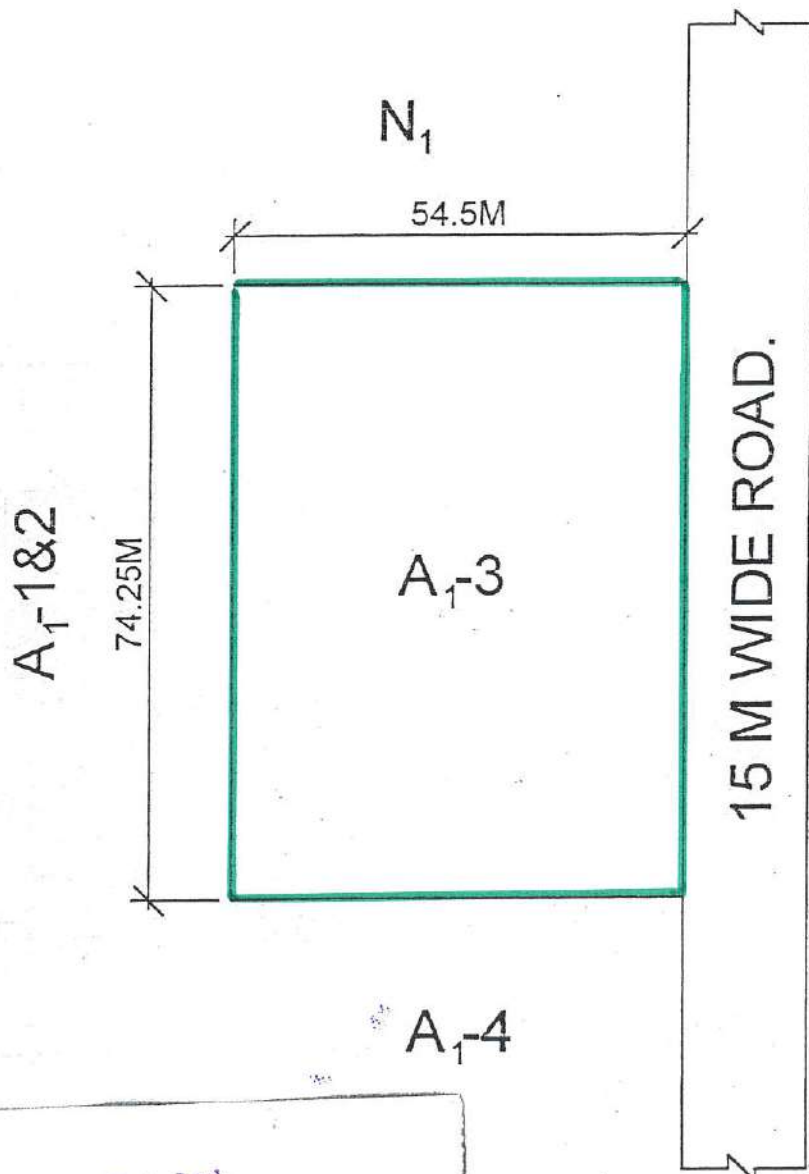
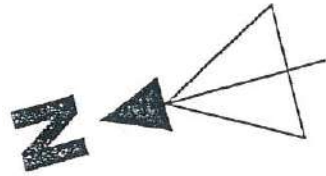


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Site plan for land allotted to M/s. Delta PV Private Limited of plot no.- A1-3 at saltlec Electronics Complex, Saltlec, Block-GP, EP Sector-V.

Admeasuring : 1.00 acre.

Tapabrata Roy



For Delta PV Pvt. Ltd:

[Signature]
Authorised Signatory

EMAMI REALTY LIMITED

Tapabrata Roy
Authorised Signatory



✓
ADDITIONAL REGISTRAR
OF ASSURANCES, BANGALORE
- 9 FEB 2023

SPECIMEN FORM FOR TEN FINGERPRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____



ADDITIONAL REGISTRAR
OF ASSURANCES-44, KOLKATA
- 9 FEB 2023

Major Information of the Deed

Deed No :	I-1904-02477/2023	Date of Registration	15/02/2023
Query No / Year	1904-2000296233/2023	Office where deed is registered	
Query Date	03/02/2023 7:31:33 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Gouri Sankar Rana R. Ginodia And Co. LLP, Ground Floor, 6, Church Lane, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874363905, Status :Solicitor firm		
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 : 5,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 35,85,47,742/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 5,00,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Block - G P, Mouza: Block-5 E P, Premises No: A1-3, JI No: 151, Pin Code : 700091

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3		Office	Office	1 Acre		34,16,72,742/-	Width of Approach Road: 50 Ft.,
Grand Total :					100Dec	0 /-	3416,72,742 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	0/-	1,68,75,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 6000 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 4000 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		10000 sq ft	0 /-	168,75,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Delta PV Private Limited 13th Floor, Acropolis, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AAxxxxxx4A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Emami Realty Limited 13th Floor, Acropolis, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Sanjoy Kumar Mohanty (Presentant) Son of Mr Madhusudan Mohanty 1/1B/2, Dharmatala Road, City:- , P.O:- Tiljala, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADxxxxxx7B, Aadhaar No: 45xxxxxxxx2120 Status : Representative, Representative of : Delta PV Private Limited (as Authorised Signatory)
2	Mr Tapabrata Roy Son of Mr Debabrata Roy 19, Parmar Road, City:- Uttarpara-kotrung, P.O:- Bhadrakali, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712232, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ALxxxxxx6H, Aadhaar No: 95xxxxxxxx1187 Status : Representative, Representative of : Emami Realty Limited (as Authorised Signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Akash Sarkar Son of Mr Uttam Kumar Sarkar 6, Church Lane, City:- Kolkata, P.O:- Kolkata GHPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001			

Identifier Of Mr Sanjoy Kumar Mohanty, Mr Tapabrata Roy

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Delta PV Private Limited	Emami Realty Limited-100 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Delta PV Private Limited	Emami Realty Limited-10000.00000000 Sq Ft

On 09-02-2023

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

Presented for registration at 17:15 hrs on 09-02-2023, at the Private residence by Mr Sanjoy Kumar Mohanty ,

Certificate 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 35,85,47,742/-

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

Execution is admitted on 09-02-2023 by Mr Sanjoy Kumar Mohanty, Authorised Signatory, Delta PV Private Limited (Private Limited Company), 13th Floor, Acropolis, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, P.O: Kolkata GHPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 09-02-2023 by Mr Tapabrata Roy, Authorised Signatory, Emami Realty Limited (Public Limited Company), 13th Floor, Acropolis, 1858/1, Rajdanga Main Road, City:- , P.O:- Kasba, P.S:-Kasba, District:- South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Mr Akash Sarkar, , Son of Mr Uttam Kumar Sarkar, 6, Church Lane, P.O: Kolkata GHPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 13-02-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,00,105.00/- (B = Rs 5,00,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 5,00,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2023 5:24PM with Govt. Ref. No: 192022230285316178 on 07-02-2023, Amount Rs: 5,00,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4326364734123 on 07-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2023 5:24PM with Govt. Ref. No: 192022230285316178 on 07-02-2023, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4326364734123 on 07-02-2023, Head of Account 0030-02-103-003-02

Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 15-02-2023

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 Fees

Certified that required Registration Fees payable for this document is Rs 5,00,105.00/- (B = Rs 5,00,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 76103, Amount: Rs.100.00/-, Date of Purchase: 25/01/2023, Vendor name: A BANERJEE



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 147282 to 147326

being No 190402477 for the year 2023.



m

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.02.17 11:43:09 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/02/17 11:43:09 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)