



Government of West Bengal
Office of the A.R.A. - IV KOLKATA, District: Kolkata
W.B. FORM NO. 1504

Query No / Year	19042000621871/2021	Serial No/Year	1904002993/2021
Transaction id	0000736864	Date of Receipt	23/03/2021 3:55PM
Deed No / Year	I - 190402979 / 2021		
Presentant Name	Mr ANKIT SHARMA		
Land Lord	DELTA PV PRIVATE LIMITED		
Developer	EMAMI REALTY LIMITED		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Total Setforth Value	Rs. 0/-	Market Value	Rs. 37,96,36,380/-
Stamp Duty Paid	Rs. 50/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 80/-	Fees Articles	E, I, M(a), M(b)
Standard User Charge	366/-	Requisition Form Fee	50/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	A Banerjee	60442	02/03/2021	50/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	80/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	366/-
Requisition Form Fee	50/-

***Total Amount Received by Cash Rs. 496/-**

(Mohul Mukhopadhyay)

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

2973/2021

I- 2979/2021



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL



AA 991440

DEVELOPMENT AGREEMENT

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

Additional Registrar of Assurances-IV, Kolkata
 2/6/21 & 7/1/2021

This **DEVELOPMENT AGREEMENT** is made on this ^{2nd} day of March, 2021 between

Additional Registrar of Assurances-IV, Kolkata

23 MAR 2021

Mr. 37963628
 The one at...

M/S DELTA PV PRIVATE LIMITED (PAN AABCD1954A), a company incorporated in accordance with the provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013, having its registered office, situated at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata - 700107 and represented by its authorised signatory namely Mr. Sanjay Kumar Mohanty (PAN ADNPM0487B), son of Late Madhusudan Mohanty, working for gain at Acropolis, 1858/1, Rajdanga Main Road, P.O. and P.S.- Tiljala, Kolkata-700107, by virtue of the Board Resolution dated 17/08/2019, hereinafter referred to as the **Owner** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**



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

GRN Details

GRN: 192020210248404491
GRN Date: 22/03/2021 18:15:43
BRN : 60741085
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: ICICI Bank
BRN Date: 22/03/2021 18:03:52
Payment Ref. No: 2000621871/2/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: EMAMI REALTY LTD
Address: ACROPOLIS 13TH FLOOR KOLKATA 107
Mobile: 9903839516
Depositor Status: Others
Query No: 2000621871
Applicant's Name: Mr DIPTANIL CHAKRABORTY
Identification No: 2000621871/2/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000621871/2/2021	Property Registration- Stamp duty	0030-02-103-003-02	75010
2	2000621871/2/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	75031

IN WORDS: SEVENTY FIVE THOUSAND THIRTY ONE ONLY.

AND

EMAMI REALTY LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 (as amended time to time) having its registered office situated at Acropolis, 13th Floor, 1858/1, Rajdanga Main Road, Kasba, Kolkata - 700107 (**PAN AALCS5120P**), represented by its authorised signatory **SHRI ANKIT SHARMA** (**AADHAR NO. 466108812498**), s/o Shri Kishan Kumar Sharma (**PAN BLKPS4024G**), **being duly** authorised vide its Board Resolution- dated 11/11/2019 hereinafter referred to as the **DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**

WHREAS

- A) In this Deed wherever the context so permits the Party of the First Part and the Party of the Second Part are collectively referred to as 'the parties' and individually as 'a party'.
- B) By an indenture of Lease registered at the office of A.R.A.-1, Kolkata, dated 19th day of January 1987, being the **PRINCIPAL LEASE** made between the Governor of State of West Bengal therein mentioned as Lessor and West Bengal Electronics Industry Development Corporation Limited (**WEBEL**) therein referred to as the Lessee, acquired the leasehold interest in respect of ALL THAT the various pieces and parcels of land containing by estimation an area of 87.555621 acres (more or less) situated at Block EP & GP, Sector - V of Bidhannagar, P.S. Bidhannagar (East) particularly mentioned and described in the **SCHEDULE** thereunder written being Lease hold property and also in the **FIRST SCHEDULE** hereunder written for a period of 999 years at the rent and on the terms and conditions contained and recorded in

the said Indenture of Lease (hereinafter referred to as the **PRINCIPAL LEASE**).

C) By virtue of the aforesaid Principal Lease, West Bengal Electronics Industry Development Corporation Limited (**WEBEL**) therein referred to as the Lessee in the **PRINCIPAL LEASE** had been authorised to sub-let and/or sub-lease and sub - divide the Lease hold property with an object to develop the lease hold area as an Industrial Complex for Electronic Industry and accordingly, **WEBEL** further executed a Deed of Sub Lease on 3rd August 2005, registered at D.S.R. Bidhannagar (Salt Lake) in favour of **M/S DELTA PV PRIVATE LIMITED** therein referred to as the Sub-Lessee, **BEING THE PARTY OF THE FIRST PART herein, has been absolutely seized and possessed and otherwise well and sufficiently entitled to** an area of 1 acre out of 87.555621 acres (more or less) in Plot A1-3 situated at Block EP & GP, Sector - V of Bidhannagar, P.S. Bidhannagar (East) particularly mentioned and described in the **SECOND SCHEDULE** thereunder written being Lease hold property and also mentioned in the **SECOND SCHEDULE** hereunder written for a period of 90 years also with the right to renew the same for a further period. (hereinafter referred to as the **PRINCIPAL SUB LEASE**).

D) The Owner is presently entitled to ALL THAT the various pieces and parcels of land containing by estimation of an area of 1 acre out of 87.555621 acres (more or less) in Plot A1-3 situated at Block EP & GP, Sector - V of Bidhannagar, P.S. Bidhannagar (East) (more fully and particularly mentioned and described in the **SECOND SCHEDULE**, hereunder written and hereinafter referred to as the **said PREMISES**).

- E) The Owner had caused a map or plan to be sanctioned by Nabadiganta Industrial Township Authority (hereinafter referred to as the said Competent Authority) being No. V/NDITA/BP-105 dated 04.03.2021 (hereinafter referred to as the said PLAN) whereby and where under the Owner has become entitled to undertake the Information Technology Enabled Service (**ITES**) Project at the said premises in accordance with the said plan.
- F) In pursuance to the said plan, the Owner is entitled to construct 20259.57 Sq Mt. Mts (more or less) comprising various units, and 205 numbers of car parking spaces, including the mechanical car parking, (hereinafter referred to as the **SANCTIONED AREA**), upon which the owner is entitled to construct one tower comprising of Basement-1, Basement-2, Ground Floor, Upper Ground Floor, 3 Podiums plus 15 Floors/storeys consisting of 180 nos. of Office spaces and 12 nos. of retail units and 2 nos. of car parking spaces and other constructed spaces (SAID BUILDING), and in addition thereto the owner is also entitled to construct Double Mechanical Parking
- G) Emami Realty Limited, the Developer herein is one of the reputed Builders/Developers in the city of Kolkata and is undertaking various projects in the State of West Bengal and other parts of the country.
- H) For the purpose of undertaking development of the said project, owner is now desirous of appointing the Developer herein as the exclusive developer for the purpose of construction, erection, and marketing of the said Project

- l) The parties are desirous of recording the same, in writing are entering by these presents.

IT HAS NOW BEEN AGREED BY AND BETWEEN THE PARTIES AGREED BY
HERETO as follows:

1. ARTICLE I - COMMENCEMENT DATE AND DURATION

- 1.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 1st March, 2021, (hereinafter referred to as the **COMMENCEMENT DATE**)
- 1.2 Unless terminated by the parties hereto by mutual consent, in writing, this agreement shall remain in full force and effect until such time the said Project is completed.

2. ARTICLE II - ACKNOWLEDGEMENT BY THE DEVELOPER

- 2.1 At or before execution of this Agreement the Developer has:
 - i) Satisfied itself as to the marketable title of the Owner
 - ii) Inspected the site
 - iii) Fully satisfied as to the total work to be undertaken for the purpose of development of the said ITES project.
 - iv) Satisfied with the sanctioned building plan

3. ARTICLE III - GRANT OF DEVELOPMENT RIGHT

3.1 In consideration of the Developer having agreed to provide its skill knowhow and expertise for the purpose of undertaking development of the said ITES project and in further consideration of the Developer having agreed to incur all costs, charges and expenses for the purpose of undertaking development thereof, the Owner hereby grants the exclusive right of development in accordance with the sanctioned plan approved by the authorities concerned and in this regard the Developer is hereby authorized and shall be entitled to :

- i) Apply for and obtain all necessary approvals and/or permissions and/or NOC, as may be necessary and/or required for undertaking development of the said ITES Project.
- ii) install all electricity, gas, water, telecommunication, connection, and other requisite equipment and foul water drainage to the Premises and shall ensure that the same connect directly to the mains.
- iii) serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services
- iv) give all necessary notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential

on, any such notice and indemnify and keep indemnified the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings
- vi) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said ITES project in accordance with the approved sanction plan by authorities concerned and has agreed to keep the Owner and/or its Directors saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- viii) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipality or other authorities affecting the Premises or the development

- ix) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- x) incur all costs charges and expenses for the purpose of constructing erecting and completing the said project in accordance with the approved sanction Plan.
- xi) make proper provision for security during the course of development
- xii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof
- xiii) not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said premises.
- xiv) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said premises in accordance with the approved sanction Plan and to pay perform and observe

all the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed.

4. ARTICLE IV - DEVELOPMENT

4.1 Immediately after execution of this Agreement, the Owner shall allow the Developer to enter upon the site as a Licensee of the Owner to undertake development thereon in accordance with the approved sanction said Plan. IT BEING EXPRESSLY AGREED AND DECLARED that juridical possession of the said Remaining Area/Property shall always vest in the Owner until such time the development is completed in all regards

4.2 It is hereby expressly agreed and declared that such right granted to the Developer to enter upon the site to undertake development thereof will not confer nor the Developer shall be entitled to claim right of possession, either constructive, juridical or otherwise and such right has been granted to the Developer only for the limited purpose of undertaking development of the said Project in accordance with the approved sanction Plan.

4.3 It is hereby expressly agreed and declared by and between the parties hereto that this Agreement shall not be treated and/or construed as possession being made over to the Developer in accordance with the provisions of Section 53A of the Transfer

of Property Act and in any event the Developer undertakes not to claim any right of possession under Section 53A of the Transfer of Property Act and the possession of the said Remaining Area/Property shall continue to remain vested in the Owner until such time it is agreed upon between the parties hereto in writing.

4.4 The Developer shall also be responsible for constructing erecting and completing the project and all costs charges and expenses for construction erection and completion of the Project shall be paid borne and discharged by the Developer and the Developer shall –

- i) Immediately commence and/or proceed diligently to execute and complete the development.
- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as may be recommended by the Architect free from any latent or inherent defect
- iii) execute and complete the development in accordance with the approved sanction Plan and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

4.5 For the purpose of development of the said Premises the Developer has agreed :

- i) To appoint its own professional team for undertaking development of the said ITES project.
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific.
- iv) The sanction Plan has been and will be prepared, if any competently and professionally so as to provide for a premise free from any design defect and fit for the purpose for which is to be used and the Premises is fit for the carrying out of the development.

- v) The Developer shall commence and proceed diligently to execute and complete the development:
 - a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
 - b) in accordance with the approved sanction Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vi) The Developer shall use its best endeavours to cause the Development to be practically in accordance with the provisions of this Agreement.

5. ARTICLE V - CONSTRUCTION, ERECTION AND COMPLETION

- 5.1 Immediately after execution of this Agreement, the Developer shall be entitled to undertake the work of construction erection and completion of the said Project (hereinafter referred to as the START DATE)
- 5.2 Unless prevented by circumstances beyond its control the Developer has agreed to complete the said ITES Project 28.02.2027 (hereinafter referred to as the COMPLETION DATE)

5.3 The said Project and /or the buildings to be constructed at the said premises shall be constructed, erected and completed with such materials and/or specifications as may be mutually agreed upon by and between the parties hereto or as may be recommended by the Architect for the time being of the said Project.

6. ARTICLE VI – AREA DISTRIBUTION

6.1 The **Owner** is entitled to ALL THAT the 17.50% of the constructed area forming part of the buildings to be constructed on the said area available for construction (hereinafter referred to as AAFC) and to comprise in various (ITES) units, constructed spaces etc. And car parking Spaces (including the Mechanical Car Parking) AND TOGETHER WITH the undivided proportionate share in the land appurtenant thereto (hereinafter referred to as the **OWNERS ALLOCATION**) and the **Developer** is entitled to ALL THAT the remaining 82.50% of the constructed area forming a part of the said new building and/or buildings to be constructed on the said area available for construction (hereinafter referred to as AAFC) and to comprise in various (ITES) units, constructed spaces etc. and car parking spaces TOGETHER WITH the undivided proportionate share in the land appurtenant thereto (hereinafter referred to as the **DEVELOPER'S ALLOCATION**).

6.2 Subsequent to the execution of this Agreement, the parties hereto shall enter into a Supplementary Agreement and upon identifying their respective allocations and in terms of this Development Agreement, the Owner and the Developer are entitled to sell, transfer and/or deal with their respective allocations independently of each other and to receive, realize and collect all rents issues and profits arising therefrom in respect of their respective allocations, and the same shall form integral part to this Agreement.

6.3 It has now been agreed by and between the parties hereto that the Developer shall also be entitled to enter into agreement for sale and transfer in respect Of the Owner's Allocation and to receive realize and collect the sale proceeds and other amounts which may become payable consequent to sale and transfer of the Owner's Allocation in its own name and thereafter to make payment of the same to the owners in respect to their respective shares in the owner's allocation.

6.4 It is hereby expressly agreed and declared that if the Owner or any one of them have entered into any agreement for sale and transfer in respect of any (ITES) unit forming part of the Owner's Allocation prior to the execution of this Development Agreement then and in that event the Developer shall not be liable for payment of Goods & Service Tax (GST)in respect thereof.

6.5 The parties, from time to time, shall meet periodically for the purpose of framing the strategy for marketing of the development of the various units of the ITES projects and also the modalities to be adopted for sale and transfer of their respective areas. Each of the parties hereto shall be entitled to enter into agreement for sale and transfer in respect of the various units, commercial spaces and car parking spaces forming part of their respective areas and it will not be obligatory for the other to be a confirming party to such agreement provided however in the event of any of the parties requiring the other party to join in any deed document instrument as a Confirming Party the other party shall willingly join and become a Confirming Party without raising any objection whatsoever or howsoever.

7 ARTICLE VII - CONTRIBUTION AND TAX LIABILITY

7.1 The Developer shall remain liable and/or responsible for the entire cost of construction including drainage, sewerage, sanitary and plumbing, electrical works but the cost of electricity connection and deposits, costs of transformer, installation and generator load required including any charges for changes in the sanction plan and for upgradation and alterations from the agreed specifications and plans shall be shared between the parties in proportion to their respective areas.

7.2 All municipal rates taxes and other outgoing payable in respect of the said premises up to the date of making over the site shall be paid borne and discharged by the Owner, and upon making over the site to the Developer for undertaking development of the said premises all municipal rates and taxes and other outgoings payable in respect of the said premises till date of completion of the said new building and/or buildings shall be paid borne and discharged by the Developer, and finally upon completion of the said new building and/or buildings on the premises in terms of the said Agreement and upon making over possession of the Owners Allocation the same will be borne by the parties in proportion of their respective allocations.

8. ARTICLE VIII - FORCE MAJEURE

The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:

- i. Fire
- ii. Natural calamity
- iii. Tempest
- iv. Restrain orders from any Court
- v. Local disturbance
- vi. Any prohibitory order from court, municipal corporation and other authorities
- vii. Epidemic

- viii. Lockdown and shut down declared by any statutory authority in any state or the Union of India.

9. ARTICLE IX- AFTER COMPLETION- SCHEME FOR MAINTENANCE

After completion of the said ITES Project in terms of this Development Agreement and this Agreement it has been agreed by and between the parties hereto that the parties hereto may form a Holding organization for management of the common parts and portions of the said new building including rendition of common services or entrust such works to a Management Company and/or Society on whom both the parties agree and each of the parties hereto and all persons claiming through or under them shall be liable to pay and contribute the proportionate amount on account of the maintenance charges which may become payable to such Management Company and/or Holding Organisation and/or Society.

10. ARTICLE X - AUTHORITY

For the purpose of smooth implementation of the said ITES Project and in furtherance of this agreement, the Owner shall execute a general Power of Attorney in favour of the Developer and/or its nominee and/or nominees and the Developer shall be entitled to substituted such nominee and/or nominees with such other person and/or persons as the Developer may deem fit and proper and upon such substitution the Owner agrees and undertakes to execute fresh power of attorney in favour of such substituted nominee and/or nominees.

11. ARTICLE IX- REMEDY IN CONDITION BREACHES

Both the parties assure and covenant with each other not to do any act deed or thing which may be in contravention and/or in violation of any of the terms and conditions herein contained and to do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation and/or successful completion of the said ITES Project and as such none of the parties shall be entitled to cancel and/or rescind this agreement without the consent of the other party, in writing in the event of any breach and/or default being committed by any of the parties hereto (hereinafter referred to as the DEFAULTING PARTY) the other party shall have the remedy to refer the matter to arbitration in the manner as hereinafter appearing and any award and/or direction given by the Arbitrator shall be final and binding on the parties and the parties agree not to challenge or dispute the same. The parties hereby acknowledge that monetary compensation is not likely to afford adequate relief and as such the other party shall be entitled to seek injunctive relief against the defaulting party.

12. ARTICLE X - ENTIRE AGREEMENT

This agreement supersedes all document and / or writing and /or correspondence exchanged between the parties hereto. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

13. ARTICLE XI - COMPLETION DATE:

It has been agreed between the parties hereto that the developer shall complete the construction of the said building within a period of 44 months with a further grace period of 9 months thereafter.

14. ARTICLE XII - MISCELLANEOUS**1. RELATIONSHIP OF THE PARTIES -**

- (i) Nothing contained in this Agreement is intended to nor shall be constructed as a partnership, AOP or BOI between the parties. If any terms of this agreement are found to be or interpreted to be inconsistent to the above clause in the agreement at a later date, whether as a result of any amendment of Law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications shall not however effects other parts of the agreement. Notwithstanding the other provision of the agreement The power to make such modification as may be necessary shall vest with the Board of Directors of Companies which power shall be exercised reasonably in the best interest of the Companies concerned and their shareholders and which power can be exercised at any time.

Developer may want to raise finance from Bank/Financial institutions (hereinafter referred to as "lender") to fund the construction cost and other project expenditure and the lender may ask for the mortgage of the land and the project property. The Owner hereby provides his unconditional consent to allow the said mortgage of the land and the project property for finance to be raised exclusively for the purpose of meeting the construction cost and the project related expenditure of the ITES project. The finance so raised including interest thereon will be serviced by the developer out of the collection/sale proceeds from the project and shortfall if any will be met by developer out of its own resources and under no circumstances owner will be held liable any repayment obligations.

- ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owner shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title.
- iii) Any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.
- iv) Notice demand or other communications required or permitted to be given by the parties to each other or made hereunder shall be in writing and delivered through registered post at the registered Office address or address mentioned in this agreement.

- v) Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them
- vi) If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
- vii) Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- viii) The Developer shall have the right to publish advertisement in the electronic and the print media as well as erect hoardings, kiosks, banners and other publicity material for effectively marketing the units. The developer shall also be entitled to participate in the exhibitions, road shows, promotional campaigns, and other event for this purpose.
- ix) Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose

x) **ARTICLE XII - ARBITRATION**

The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved then and in that event the parties have agreed to refer the same to the sole arbitration of Mr. R.L. Gaggar, Solicitor & Advocate of No.6 Old Post Office Street, Kolkata - 700 001 (hereinafter referred to as the ARBITRATOR) and the same shall be

deemed to be a reference within the meaning of the Arbitration and conciliation Act 1996 or any other statutory modification or enactment' for the time being thereto in force.

The parties hereto declare that they have full trust and confidence in Mr. R. L. Gaggar and both the parties are fully aware that Mr. R.L. Gaggar has been advising from time to time in various matters both the Owner as well as Emami Reality Limited and with full knowledge thereof have agreed to accept Mr. R.L. Gaggar as the sole arbitrator. The Arbitrator will have summary powers. The Arbitrator shall be entitled to set up his own procedure. The Arbitrator shall have power to give interim awards and/or directions. It would not be obligatory on the part of the Arbitrator to give any speaking and/or reasoned award. The parties agree and covenant with each other that they have full trust and confidence in Mr. Gaggar and agree to abide by all his awards and/or directions and not to challenge or dispute the same in any manner whatsoever or howsoever.

16. ARTICLE XI - JURISDICTION

Courts at Kolkata shall have jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the various pieces and parcels of land containing by estimation an area of 87.555621 acres (more or less) situated at Block EP & GP, Sector - V of Bidhannagar, P.S. Bidhannagar (East), Kolkata- 700091 and butted and bounded as follows:-

ON THE NORTH - Type II Road

ON THE EAST - Undeveloped Land

ON THE SOUTH - Type III Road

ON THE WEST - Type III Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)

ALL THAT the piece and parcel of land measuring 1.00 acre (more or less) out of 87.555621 Acres, be the same a little more or less, in Block EP & GP, Sector-V, Bidhannagar, District: North (24) Parganas, Police Station: Bidhannagar (East), With the jurisdiction of Sub-Registration office:- Bidhannagar, Salt Lake and butted and bounded in the manner following:

ON THE NORTH: PLOT NO. A1- 1 & 2

ON THE SOUTH: 15 METER WIDE ROAD


ON THE EAST: PLOT NO. N1 (WEBEL SL ENERGY LTD)

ON THE WEST : PLOT NO. A1-4

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE OWNER / FIRST PART

At Kolkata in the presence of

1. 
10. Dakhin Ghosh


2. B. Choudhury
Aeroplane 13th Floor, 1858/1
Rajdanga Main Road, Kol-700107

SIGNED AND DELIVERED BY THE

OWNER / FIRST PART

At Kolkata in the presence of

For Delta PV Pvt. Ltd.


Authorized Signatory

SIGNATURE OF OWNER

SIGNED AND DELIVERED BY THE DEVELOPER / SECOND PART

At Kolkata in the presence of

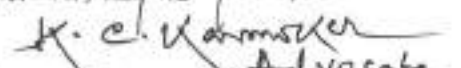
1. 

2. B. Choudhury
Aeroplane 13th Floor, 1858/1,
Rajdanga Main Road,
Kolkata - 700107

EMAMI REALTY LIMITED


Authorized Signatory

SIGNATURE OF DEVELOPER

Drafted by me
as per declaration in
documents by the parties.

K. C. Karmsker
Advocate
High Court, Calcutta
WB/8671'83.

SPECIMEN FORM FOR TEN FINGERPRINTS



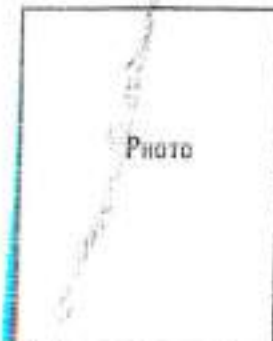
*5		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
0		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					

Signature _____



7		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
7		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 _____



ভারত সরকার

Government of India



দেবশিষ পাল

DEBASISH PAUL

পিতা : জগদীশ পাল

Father : Jagadish Paul

জন্মতারিখ/DOB: 22/09/1960

পুলক / Male



8259 1657 7509

আধার - সাধারণ মানুষের অধিকার



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

Enrollment No.: 119348306754143

To
Anil Sharma
S/O Kishan Kumar Sharma
432, G.T. Road
Shibpur South Kpur Park
Sibpur, Haryana
West Bengal 711102
9831754486

20122011



आपका आधार क्रमांक / Your Aadhaar No. :

4661 0881 2498

आधार - आम आदमी का अधिकार



भारत सरकार
GOVERNMENT OF INDIA



Anil Sharma
Year of Birth : 1998
Male

4661 0881 2498



आधार - आम आदमी का अधिकार

(Handwritten signature and mark)



Anu

/

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AALCS5120P

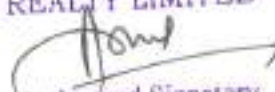


नाम Name
EMAMI REALTY LIMITED

पंजीकृत/गठन तिथि
Date of Incorporation / Formation
04/01/2004

18/12/18

EMAMI REALTY LIMITED


Authorised Signatory



DELTA PV PVT. LTD

Authorised Signatory



ভারতীয় বিদ্যুৎ পরিচয় প্রমাণকরণ

ভারত সরকার

Unified Identification Authority of India

Government of India

ভারতীয় আই ডি / Enrollment No.: 10402040836171

To
সমর কুমার মোহাণ্টী
Sanjoy Kumar Mohanty
1/1B/2 DHARMATALA ROAD
Tijala
Tijala
Tijala South 24 Parganas
West Bengal 700039
70332346
MN793323464FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

4565 0735 2120

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



সমর কুমার মোহাণ্টী
Sanjoy Kumar Mohanty
পিতা : মধুসূদন মোহাণ্টী
Father: Madhusudan Mohanty
অবসরদিন / DOB : 18/07/1966
পুলক / Male



4565 0735 2120

আধার - সাধারণ মানুষের অধিকার

Handwritten signature

Handwritten mark

PERMANENT ACCOUNT NUMBER
ADNPM0437B

Sanjo Kumar Mohanty

FATHER'S NAME
MADHUSUDAN MOHANTY

DATE OF BIRTH
18-07-1904

Sanjo
SIGNATURE

Chitras
2007 JUNE, U. S. II
COMMISSIONER OF INCOME TAX, W.B.

Sanjo

/

Major Information of the Deed

Deed No :	I-1904-02979/2021	Date of Registration	23/03/2021
Query No / Year	1904-2000621871/2021	Office where deed is registered	
Query Date	19/03/2021 8:55:51 PM	1904-2000621871/2021	
Applicant Name, Address & Other Details	DIPTANIL CHAKRABORTY 5/43, MORDECAI LANE, DUM DUM,Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700074, Mobile No. : 8100048298, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 37,96,36,380/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,060/- (Article:48(g))	Rs. 101/- (Article:E, E)		
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-5GP, JI No: 0, 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		37,96,36,380/-	Property is on Road
Grand Total :					100Dec	0 /-	3796,36,380 /-	







Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	DELTA PV PRIVATE LIMITED Acropolis., Flat No: 13TH FLOOR, 1858/1, Rajdanga Main Road, P.O:- KASBA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107 , PAN No.:: AAxxxxx4A,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 ACROPOLIS, Flat No: 13TH FLOOR, 1858/1, Rajdanga Main Road, P.O:- KASBA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107 , PAN No.:: AAxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SANJOY KUMAR MOHANTY Son of Late MADHUSUDAN MOHANTY Date of Execution - 23/03/2021, , Admitted by: Self, Date of Admission: 23/03/2021, Place of Admission of Execution: Office			
		Mar 23 2021 3:16PM	LTI 23/03/2021	23/03/2021
1/1/B/2, Dhalenda, P.O:- TILJALA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ADxxxxxx7B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of ; DELTA PV PRIVATE LIMITED (as)				
2	Name	Photo	Finger Print	Signature
	Mr ANKIT SHARMA (Presentant) Son of Mr Kishan Kumar Sharma Date of Execution - 23/03/2021, , Admitted by: Self, Date of Admission: 23/03/2021, Place of Admission of Execution: Office			
		Mar 23 2021 3:16PM	LTI 23/03/2021	23/03/2021
EMAMI CITY, 2, P.O:- DUMDUM CANT, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: BLxxxxxx4G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : EMAMI REALTY LIMITED (as AUTHORISED REPRESENTATIVE)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Debasish Paul Son of Late J C Paul 10 Old Post Officw Street, P.O:- Gpo, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001			
	23/03/2021	23/03/2021	23/03/2021
Identifier Of Mr SANJOY KUMAR MOHANTY, Mr ANKIT SHARMA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	DELTA PV PRIVATE LIMITED	EMAMI REALTY LIMITED-100 Dec

On 23-03-2021

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.

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

Presented for registration at 14:37 hrs on 23-03-2021, at the Office of the A.R.A. - IV KOLKATA by Mr ANKIT SHARMA .

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 37,96,36,380/-

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

Execution is admitted on 23-03-2021 by Mr SANJOY KUMAR MOHANTY, , DELTA PV PRIVATE LIMITED, Acropolis,, Flat No: 13TH FLOOR, 1858/1, Rajdanga Main Road, P.O:- KASBA, P.S:- Kasba, District-South 24-Parganas, West Bengal, India, PIN - 700107

Indetified by Mr Debasish Paul, , Son of Late J C Paul, 10 Old Post Officw Street, P.O: Gpo, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Execution is admitted on 23-03-2021 by Mr ANKIT SHARMA, AUTHORISED REPRESENTATIVE, EMAMI REALTY LIMITED (Public Limited Company), ACROPOLIS, Flat No: 13TH FLOOR, 1858/1, Rajdanga Main Road, P.O:- KASBA, P.S:- Kasba, District-South 24-Parganas, West Bengal, India, PIN - 700107

Indetified by Mr Debasish Paul, , Son of Late J C Paul, 10 Old Post Officw Street, P.O: Gpo, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2021 6:16PM with Govt. Ref. No: 192020210248404491 on 22-03-2021, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 60741085 on 22-03-2021, Head of Account 0030-03-104-001-16

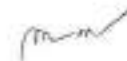
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 75,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 60442, Amount: Rs.50/-, Date of Purchase: 02/03/2021, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2021 6:16PM with Govt. Ref. No: 192020210248404491 on 22-03-2021, Amount Rs: 75,010/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 60741085 on 22-03-2021, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 119293 to 119333

being No 190402979 for the year 2021.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.03.23 17:45:03 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/03/23 05:45:03 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)