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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Q.No. 120330/19



AB 467079

Certified that the Document is admitted to registration. The Signature Sheet and the Undersement forms attached to this document are the parts of this Document.

Additional Registrar
Assurances-III Kolkata

6 FEB 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and executed on this the^{4th}..... day of **February**, year Two Thousand Nineteen at Kolkata (**Effective Date**)

BETWEEN:

M/s. BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED (PAN NO. AAKCS3576J),

A Company incorporated under the Companies Act, 1956, having its registered Office at: No. 40/43, 4th Cross Road, 8th Main Road, RMV Extension, Sadashivanagar, Bengaluru – 560 080 and Corporate Office at Level – 7, Block – B, "Victoria Park", Block GN, Plot 37/2, Sector V, Salt Lake, PS – EP Block, PO –

Major Information of the Deed

Deed No :	I-1903-00337/2019	Date of Registration	06/02/2019
Query No. / Year	1903-0000120330/2019	Office where deed is registered	
Query Date	22/01/2019 8:15:48 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Ananya Nandy Room No. 503, Gate No. 1, 5th Floor, 12th Park Street, Queen Mansion,, Thana : Uttarpara, District : Hooghly, WEST BENGAL, PIN - 700071, Mobile No. : 9831765559, 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 : 30,00,00,000/-]		
Set Forth value	Market Value		
Rs. 30,00,00,000/-	Rs. 30,00,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 30,00,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

Land Details :

District: Hooghly, P.S:- Uttarpara, Gram Panchayat: Kanaipur, Mouza: Konnagar Pin Code : 712235

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-568	RS-11976	Bastu	Shali	13.47 Acre	20,72,00,000/-	20,72,00,000/-	Width of Approach Road: 6 Ft.,

District: Hooghly, P.S:- Uttarpara, Gram Panchayat: Kanaipur, Mouza: Khordda Bahera Pin Code : 712246

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	LR-1887	LR-1808	Bastu	Shali	6.04 Acre	9,28,00,000/-	9,28,00,000/-	Width of Approach Road: 6 Ft.,
Grand Total :					1951Dec	3000,00,000 /-	3000,00,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED Level - 7, "Victoria Park", Plot 37/2, Sector V., Block/Sector: B-GN, P.O:- CP Block, P.S:- Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700091, PAN No.:: AAKCS3576J, Status :Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1903-00337/2019-06/02/2019

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SPL Estates Private Limited Lakshmi Neela Rite Choice Chamber New No.9 - Bazul, P.O:- Pondy Bazar, P.S:- PONDY BAZAAR, District:- Chennai, Tamil Nadu, India, PIN - 600017 , PAN No.:: AAWCS2550G, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Suresh Kumar Sarawagi (Presentant) Son of Mr Nemi Chand Sarawagi 40/43, 8th Main, 4th Cross, P.O:- Sadashivanagar, P.S:- SADASHIVANAGAR, District:-Bangalore, Karnataka, India, PIN - 560080, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AIVPS9372G Status : Representative, Representative of : SPL Estates Private Limited (as Authorized Signatory)
2	Mr Sundaram Balasubramanian Son of Mr Sundaram 40/43, 8th Main, 4th Cross, 8th Main Road, P.O:- Sadashivanagar, P.S:- SADASHIVANAGAR, District:-Bangalore, Karnataka, India, PIN - 560080, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ABJPB5924C Status : Representative, Representative of : BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED (as Authorized Signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Asit Manna Son of Mr A K Manna 6, Old Post Office Street, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001			
Identifier Of Mr Suresh Kumar Sarawagi, Mr Sundaram Balasubramanian			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED	SPL Estates Private Limited-1347 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED	SPL Estates Private Limited-604 Dec

Endorsement For Deed Number : I - 190300337 / 2019

Major Information of the Deed :- I-1903-00337/2019-06/02/2019

On 24-01-2019

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 30,00,00,000/-



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 04-02-2019

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

Presented for registration at 20:20 hrs on 04-02-2019, at the Private residence by Mr Suresh Kumar Sarawagi .

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

Execution is admitted on 04-02-2019 by Mr Suresh Kumar Sarawagi, Authorized Signatory, SPL Estates Private Limited (Private Limited Company), Lakshmi Neela Rite Choice Chamber New No.9 - Bazul, P.O:- Pondy Bazar, P.S:- PONDY BAZAAR, District:-Chennai, Tamil Nadu, India, PIN - 600017

Identified by Mr Asit Manna, , Son of Mr A K Manna, 6, Old Post Office Street, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 04-02-2019 by Mr Sundaram Balasubramanian, Authorized Signatory, BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED (Private Limited Company), Level – 7, "Victoria Park", Plot 37/2, Sector V,, Block/Sector: B-GN, P.O:- CP Block, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Mr Asit Manna, , Son of Mr A K Manna, 6, Old Post Office Street, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 06-02-2019

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

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

Major Information of the Deed :- I-1903-00337/2019-06/02/2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 30,00,105/- (B = Rs 30,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 30,00,105/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/02/2019 5:52PM with Govt. Ref. No: 192018190339154041 on 02-02-2019, Amount Rs: 30,00,105/-,
Bank: Syndicate Bank (SYNB0009595), Ref. No. GRIPS020219I0185 on 02-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 129832, Amount: Rs.100/-, Date of Purchase: 22/01/2019, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/02/2019 5:52PM with Govt. Ref. No: 192018190339154041 on 02-02-2019, Amount Rs: 75,021/-, Bank: Syndicate Bank (SYNB0009595), Ref. No. GRIPS020219I0185 on 02-02-2019, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 15556 to 15612

being No 190300337 for the year 2019.



Digitally signed by PROBIRKUMAR
GOLDER

Date: 2019.02.13 15:58:21 +05:30

Reason: Digital Signing of Deed.

(Probir Kumar Golder) 2/13/2019 3:58:04 PM

ADDITIONAL REGISTRAR OF ASSURANCE

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

West Bengal.

(This document is digitally signed.)

CP Block, Kolkata – 700 091, Represented by its authorized signatory, **Mr Sundaram Balasubramanian (PAN ABJPB5924C)**, son of Sundaram, working for gain at GN-37/2, 7th Floor, Victoria Park, Sector-V, Salt Lake, Post Office C.P. Block, Police Station- Electronics Complex Sector-V, Kolkata-700091 hereinafter called the "FIRST PARTY/OWNER" (which expression wherever it so requires shall mean and include all its successors and permitted assigns) **OF THE ONE PART:**

AND

SPL ESTATES PRIVATE LIMITED,(PAN NO. AAWCS2550G) a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013, and having its registered office at Lakshmi Neela Rite Choice Chamber New No.9 - Bazulla Road, T.Nagar Chennai 600017 Represented by its authorized signatory, represented by its Authorised Signatory, **Sri Suresh Kumar Sarawagi (PAN AIVPS9372G)**, son of Nemi Chand Sarawagi, working for gain at GN-37/2, 7th Floor, Victoria Park, Sector-V, Salt Lake, Post Office C.P. Block, Police Station- Electronics Complex Sector-V, Kolkata-700091 hereinafter called the "SECOND PARTY/ DEVELOPER", (which expression wherever it so requires shall mean and include all its successors and permitted assigns) **OF THE OTHER PART:**

WITNESSETH:

WHEREAS the First Party herein is the full and absolute owner by title and in actual possession and enjoyment of all that property measuring 314.003 acres detailed here below having purchased the same from the owners under the following sale deeds:

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

GRN: 19-201819-033915404-1 Payment Mode: Online Payment
GRN Date: 02/02/2019 17:54:56 Bank: Syndicate Bank
BRN: GRIPS02021910185 BRN Date: 02/02/2019 17:52:57

DEPOSITOR'S DETAILS

Id No. : 19030000120330/4/2019

[Query No./Query Year]

Name : BENGAL SHRIRAM HITECH CITY PRIVATE LIMITED
Contact No. : Mobile No. : +91 9830982065
E-mail : suresh.sarawagi@shriramproperties.com
Address : GN 372 7th FLOOR VICTORIA PARK SEC V KOL91
Applicant Name : Mr Ananya Nandy
Office Name :
Office Address :
Status of Depositor : Seller/Executants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19030000120330/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19030000120330/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	3000105

Total

3075126

In Words : Rupees Thirty Lakh Seventy Five Thousand One Hundred Twenty Six only

Sl. No.	Deed No.	Date	Mouza	J.L. No.	Khatian No.	L.R.Dag No.	Area in Acres
1	I-1415/2009 Lot-A	04.09.2009	Khordabahera	6	1808	1887P, 1888P, 1889P, 1894P, 1895P, 1896P, 1902P, 1903P, 1904P	11.989
			Konnagar	7	11976	4473, 4474P	50.802
							62.791
2	I- 07409/2008 & Deed of Declaration No.4308 Lot-B	05.12.2008 & 04.09.2009	Khordabahera	6	1808	1627, 1628, 1644, 1645, 1646, 1647P, 1676, 1886, 1887P, 1888P, 1889P, 1890, 1891P, 1892, 1893, 1894P, 1895P, 1896P, 1897P, 1898P, 1899P, 1900P, 1901P, 1902P,	37.464

			Konnagar	7	11976	1903P, 1904P, 1886/1986 4474P, 4475, 4476P	25.339
							62.803
3	I-531/2008 & Deed of Declaration No.4309	29.01.2008 & 04.09.2009	Konnagar	7	11976	4476P	10.209
			Barabahera	5	4129	1515, 3444P, 3663, 3664, 3665P, 3666P 3667P	42.660
			Khordabahera	6	1808	1891P, 1897P, 1898P, 1899P, 1900P, 1901P	10.151
							63.020

4	I-255 & Deed of Declaration No.4307	26.02.2008 & 04.09.2009 Executed on 8.12.2007, deficit fees paid on	Konnagar	7	11976	4499, 4476P	19.989
			Barabahera	5	4129	3444P, 3665P, 3666P, 3667P	2.560

		26.02.2008	Kotrang	8	5798	148P, 150P, 151P, 152P	41.331
							63.880
5	I-226 & Deed of Declaration No.4306	21.02.2008 & 04.09.2009 Executed on 08.12.2007, deficit fees paid on 21.02.2008	Makhla	11	5935	420, 432, 1503, 1505, 1538, 1559, 1560, 1561, 1566, 1591, 1593, 1597, 1599, 1667	10.170
			Bhadrakali	9	7798	188, 192, 193, 301	46.717
			Kotrang	8	5798	148P, 150P, 151P, 152P	4.622
							61.509
Total							314.003

WHEREAS the aforesaid Sale Deeds are registered in the office of the Registrar of Assurance III in Kolkata.

WHEREAS the aforesaid property is morefully described hereunder and hereinafter referred to as the Larger Property.

WHEREAS ever since the purchase the First Party has been enjoying the Larger Property as absolute owner and all the revenue records disclose the name of the First Party as owner in possession and enjoyment of the Larger Property.

WHEREAS the First Party is thus fully seized and possessed of the Composite Larger Property with power and authority to sell, develop or otherwise dispose of the same in favour of any person/s of their choice.

WHEREAS the First Party has proposed to develop portion of the Larger Property admeasuring 19.51 acres within L.R. Dag Nos. 4474(P), 4473 in Mouza Konnagar, J.L. No. 7, L. R. Khatian No. 11976 and L. R. Dag Nos. 1887, 1888, 1889, 1894, 1895, 1896 in Mouza Khordabahera, J. L. No. 6, L. R. Khatian No. 1808 Uttarpara, District Hooghly, West Bengal ("**Schedule Property**"). Further, the Second Party has clarified to the First Party that the project proposed to be developed shall have a minimum saleable area of 21,50,000 (Twenty One Lakh Fifty Thousand Only) square feet.

WHEREAS due to the magnitude of the Project, substantial financial resources and skill would be required to successfully implement and complete the Project. Accordingly, the First Party has approached Second Party to undertake the development of the Schedule Property. The Second Party has agreed to develop the Schedule Property as aforesaid on the basis of following specific representations made by First Party as of the Effective Date:

-
- (a) The First Party is the sole and absolute owner of the Schedule Property and they possess a clear, valid, unfettered, absolute and unrestricted right, title and interest in respect of the Schedule Property which is fit for the purposes of exploitation of the development rights with the vacant, peaceful, legal and physical possession thereof and no other Person has any right, title, interest, claim or concern of any nature save.
 - (b) The First Party has not entered into any agreement or arrangement for sale or development of the Schedule Property with anyone and have not executed any power of attorney to deal with the same.

- (c) The Schedule Property is not subject to any attachment by the process of the courts or in the possession or custody by any receiver, judicial or revenue court or any officer thereof and is not the subject matter of any suit, writ, execution or other legal proceedings which bars development and sale of the Schedule Property.
- (d) The First Party do not have any pending income tax liabilities or any other tax liability which would affect their title to the Schedule Property and/or its which would affect their title to the Schedule Property and/or its development as contemplated herein.
- (e) The First Party has not created any charge, mortgage or encumbrances on the Schedule Property, affecting development and has not alienated, leased, transferred or created any other third party rights of whatsoever nature in respect of the Schedule Property except the charge as mentioned herein.
- (f) The First Party is in possession and enjoyment of the Schedule Property and is competent to permit the Second Party to enter upon the Schedule Property to develop the Schedule Property in terms of this Agreement.
- (g) Other than pursuant to any Indian foreign exchange regulations, there is no prohibition regarding development of the Schedule Property there is no bar or prohibition to acquire, hold or to develop the Schedule Property;
- (h) Other than any easements created under this Agreement there are no easements, quasi-easements, restrictive covenants or other rights or servitudes running with the Schedule Property which affects the peaceful possession and enjoyment of the Schedule Property;

- (i) The First Party has paid property taxes, cesses and other statutory charges with regard to the Schedule Property up to date, other than the Panchayat Tax due to Kanaipur Panchayat. The First Party confirms that the amount due on account of Panchayat Tax will be paid by the First Party from its resources.
- (j) No winding up proceedings/scheme have been initiated/ are pending before any court or other forums in respect of the Schedule Property which will affect the development of the Schedule Property.
- (k) All licenses and registrations required under applicable law for the use of the Schedule Property shall be obtained and all statutory and other fee payments in respect thereof have been made.
- (l) The First Party shall pay off any current and/or future liabilities and obligations of whatever nature relating to any lawful claim upon the Schedule Property or any part thereof raised by the government of West Bengal or any governmental authority directly to the government of West Bengal and/or such other competent authority within the prescribed due-date and in accordance with the applicable law.

WHEREAS based on the aforesaid representations, Second Party has agreed to undertake development of the Schedule Property, for the construction and development of residential apartments on the Schedule Property (**Residential Apartments**) at the cost and expense of Second Party and at or for the consideration set out herein.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

That in pursuance of the foregoing and subject to the obligations undertaken by the First Party and Second Party under this Agreement, the Second Party shall develop the Schedule Property hereto by exploiting, consuming and utilizing the entire and permissible development potential of the Schedule

Property and constructing Residential Apartments thereon (**Project**), subject to the terms and conditions hereinafter contained.

1) POWER TO DEVELOP

The First Party hereby empower the Second Party exclusively to develop the Schedule Property and construct 'Residential Apartments' thereon as aforesaid in terms of this Agreement and agree not to revoke the said power until completion of the entire development including sale of the entire area in development and proportionate share in the land in the Schedule Property. The Development Rights conferred upon the Second Party is exclusive. The term "Development Rights" shall mean the rights granted by First Party to Second Party in relation to the Schedule Property for the purpose of planning, designing, constructing, developing, marketing or any other ancillary activity related to the Project constructed on the Schedule Property either by itself or through its authorized representatives and shall include the right/entitlement of Second Party to apply for approvals, sanctions and permissions as may be required for construction and completion of the Project in the manner the Second Party deems fit.

2) PERMISSION TO ENTER:

2.1) The First Party hereby, until completion of the entire development and sale of the entire area in development **permit** the Second Party to enter the Schedule Property to commence and complete development of the Schedule Property by constructing 'Residential Apartments' as aforesaid as per the sanctioned plans, subject to terms of this Agreement. The Second Party having entered the Schedule Property agrees to develop the same in terms of this Agreement.

2.2) It is hereby clarified that such permission to enter the Schedule Property shall however not be construed as delivery of possession under Section

53A of Transfer of Property Act, 1882 read with Section 2 (47) (v) of the Income Tax Act of 1961.

- 2.3) The First Party hereby agree unconditionally, until completion of the entire development and sale of the entire area of the Schedule property , not to interfere or interrupt in any manner whatsoever in the course of development and construction of the Project as stated above and/or commit any act or omission having the effect of delaying or stopping the work that has to be done in relation to the Project under this Agreement.

3) **MUNICIPAL/PANCHYAT RECORDS**

The First Party shall secure at their cost one or more Land Records in respect of whole or portions of the Schedule Property as may be indicated by the Second Party to undertake the Project and develop the Schedule Property. The First Party shall pay the amounts required to be paid, to secure assessment of the Schedule Property for municipal taxes to Local Authority and secure Records as aforesaid.

4) **PLANS/LICENCES:**

- 4.1) The Second Party shall on receipt of Municipal Khata, prepare plans and all required drawings as per building Bye-laws, Rules & Regulations in force for development of the Schedule Property and construction of the Residential Apartments thereon and submit the same to the planning authorities on receipt of no objection certificate and consents from various departments. The Second Party shall also take steps to secure at its cost necessary consents, no objection certificates and other permissions required to be submitted along with the plans hereto to Kolkata Metropolitan Development Authority and/or other applicable authorities and the Second Party shall secure at its cost sanction of licence and plans for the utilization of the maximum

development potential of the Schedule Property subject to permissible bye laws and zonal regulations. The Second Party undertakes the responsibility of securing clearances for entire development of Schedule Property at its cost and expense. The First Party are not liable to pay any expenses in respect of the above.

- 4.2) The responsibility and expenses for preparing the plans, drawings etc., and procuring all sanctions and permissions required to commence and complete the development and construction of the Residential Apartments on the Schedule Property shall be that of the Second Party.
- 4.3) That for the purpose of securing the approvals for the proposed development, if the plan sanctioning authorities require surrendering a portion of the Schedule Property for the purpose of road widening and open spaces and other areas as a condition for grant of such approvals, the Second Party is entitled to surrender such areas based upon the Development Power of Attorney (as defined below). The First Party consent for the same. The Second Party shall be entitled to utilize all such additional FSI/ TDR made available in lieu of surrendering a portion of the Schedule Property as aforesaid, for the development of the Schedule Property. In such case, area of the First party shall not change and the Second party shall be entitled to such additional FSI / TDR subject to prevailing laws.
- 4.4) The First Party has this day executed an Development power of attorney to enable the Second Party to perform its roles and obligations as contained in this Agreement (**Development Power of Attorney**) including *inter alia* to secure in their names, plans, licenses and other permissions, sanctions, orders, no objections, consents, clearances and license and plans for purposes connected with the development of the Schedule Property and to create a mortgage in respect of Schedule Property at the Second Party's cost and expense.

In addition, thereto, the First Party shall sign and execute such other documents, papers and other agreements, applications that may be required by the Second Party from time to time, for securing permissions and sanction of license and plans for effectively developing the Schedule Property. However, the cost thereof shall be met and borne by Second Party. The parties to this Agreement shall co-operate with each other for completion and mutual success of the development of the Schedule Property. The Second Party shall however be solely responsible to ensure that all balance approvals, consents from all relevant authorities that may be required, are obtained for development of Schedule Property.

- 4.5) The Second Party is entitled to prepare the plans and other drawings and submit the same for approvals for sanction for the aforesaid development as and when the Second Party finalizes the same with the Architects and Consultants appointed by the Second Party. The parties to this Agreement have not stipulated any specific time within which the approvals have to be obtained.

- 4.6) The Second Party and the First Party (only upon obtaining prior written approval of the Second Party) shall be entitled to integrate the development of the Schedule Property with the development of the abutting/adjoining lands. Further, the buyers/purchasers of the Residential Apartments and purchasers of premises/ flats/ units constructed in the adjoining lands shall have the right to use and enjoy the common roads, approach roads, club house and all other facilities provided under such integrated development, on payment of requisite fees. The Second Party and the First Party (only upon obtaining prior written approval of the Second Party) is entitled to amalgamate/club the development in the Schedule Property along with the said adjoining properties and obtain a single development plan on such amalgamation of the properties.

- 4.7) In the event of Second Party undertaking integrated development as aforesaid, the parties to this Agreement shall ensure that the purchasers of Residential Apartments shall at all times, grant a right of way to the persons occupying the adjoining properties through the Schedule Property for the purpose of using and accessing the adjoining facilities. The parties to this Agreement further covenant to disclose the same in all documents, agreements, deeds to be executed by them with their prospective purchasers.
- 4.8) Further, the parties to this Agreement agree that Second Party and/or prospective purchasers of Residential Apartments forming a part of the Project, shall at all times, grant a right of way and access road to the persons occupying the adjoining properties to be developed by First Party and/or its nominees through the Schedule Property for the purpose of using and accessing the adjoining facilities/land owned/developed by First Party. The parties to this Agreement shall disclose the same in all documents, agreements, deeds to be executed by them with their prospective purchasers. The First Party herein already owning the lands adjoining/abutting to the Schedule Property and that of the lands owned by them propose to undertake development therein as and when required from time to time. In view thereof the First Party herein reserve the right to make use of the Schedule Property and/or the roads to be formed therein to reach the lands held by the First Party at all times and the right of way reserved herein is a covenant which runs with the land in the Schedule Property at all times. Neither the Second Party nor persons claiming through or under Second Party and/or the Owners Association/Society to be formed by the buyers of apartments and other built-up areas in the Schedule Property shall not have any right to question such right of way reserved by the First Party and also the right to use and enjoy the common roads to be formed in the proposed development in Schedule Property for the purpose of reaching the adjoining lands as aforesaid. This agreement is subject to the rights reserved as aforesaid.

5) CONSTRUCTION:

- 5.1) The Second Party is entitled to commence construction and development of the Schedule Property at its cost with all internal and external walkways, compound, staircases and passages and other common areas in accordance with the sanctioned plan before or after execution of Allocation Agreement. The Second Party agrees that the development shall be in accordance with the sanctioned plan and there shall not be any deviation, unless sanctioned plans are revised as per applicable laws. However, pending sanction of licence and plan, the Second Party is entitled to commence preparatory works for the proposed development in the form of enclosing the Schedule Property, leveling the land, removal of the unwanted bushes and trees, if any, erection of buildings for the purpose of security to the Schedule Property, excavation and other works.
- 5.2) The Second Party shall be entitled to make modifications, additions, deletions and alterations in the construction and/or development as demanded by the sanctioning authorities and as per the business demands if required and seek sanction of modified plans. The Second Party shall have absolute discretion in matters relating to the method and manner of construction designs and safety and time schedule for completion of the buildings basically.
- 5.3) The Second Party shall have sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction and the First Party shall not interfere with the same. The First Party are not liable and responsible in the event of any claims made by the buyers of the Residential Apartments in Schedule Property questioning the quality of the construction. Such claims and demands shall be fully answered by the Second Party only and in respect of which the First Party has no

concern, since the entire development is undertaken by the Second Party.

6) **SPECIFICATIONS:**

The construction of the Residential Project shall be in accordance with the Specifications to be mutually agreed to between the parties hereinafter referred to as 'Specifications'.

7) **COST OF CONSTRUCTION:**

The entire cost of construction/development of the Schedule Property shall be borne solely by the Second Party. The First Party shall not be required to pay any amount for the development and construction in the Schedule Property or for other than those specifically undertaken by them under this Agreement.

8) **APPOINTMENT OF ARCHITECTS, CONTRACTORS AND ENGINEERS:**

8.1) The First Party has informed the Second Party that they have already appointed the Architect and some consultants in respect of the Schedule Property. Other than the Architect and consultants already appointed, the Second Party shall be entitled to appoint contractors, engineers and other consultants at their cost to execute the development and construction works on the Schedule Property on its behalf as they deem it fit, provided that the Second Party alone shall be liable to fulfill the terms and conditions and the obligations set out under any such agreements that may be executed by the Second Party in respect thereof. The fees payable to architects, engineers, contractors, consultants and other staff and workmen and all persons connected with the development/construction on the Schedule Property appointed by the Second Party and connected with the development of the Schedule Property shall be borne by the Second

Party and the aforesaid persons shall have no claim on or against the First Party under this Agreement. The Second Party agrees to reimburse the fees paid by the First Party to appointed Architects and Consultants till the date of execution of this agreement on the basis of actual amount spent by the First Party,

- 8.2) In case of disputes between the Second Party and/or their contractors, architects, engineers and other workmen and suppliers of materials and all other persons who are engaged or employed in the development of the Schedule Property, the same shall be paid and settled by the Second Party who alone shall be liable and answerable for their claims, if any.
- 8.3) The Second Party shall be responsible, for any accidents or injury or death of any workmen or third party that may occur during the development of the Schedule Property or in relation to the development of the Schedule Property. The First Party shall have no liability whatsoever in this behalf under this Agreement.
- 8.4) The Second Party shall promptly comply with all labour laws, insurance laws and all other rules and regulations during the course of development of Schedule Property and further be fully responsible for all the consequences. The First Party have no liability in respect thereto under this Agreement.
- 8.5) All items of plant and machinery, tools and implements, stores and materials or such other materials the Second Party and/or their contractors, workmen and other agencies brought into the Schedule Property for the development and construction of the building/Residential Apartments on the Schedule Property shall remain their exclusive property at all times and/or entitled to remove the same any time. The First Party shall have no claim or lien whatsoever on any such items of plant and machinery, tools and implements, stores and

materials at any time. The Second Party shall move their equipment and machinery into the Schedule Property without damaging the environment and without causing any inconvenience to the other persons residing/carrying on business within the vicinity of the Schedule Property.

9) **RELATIVE INTEREST OF THE PARTIES:**

The Parties have mutually agreed that the saleable super built-up area in the Residential Apartments shall not be physically demarcated/identified and shared between the Parties. Instead, the Second Party shall convey the saleable super built-up area in the form of Apartments to the prospective purchaser/s without any limitations and discrimination and share the revenue arising out of such sale in the following manner:

Sl. No.	Revenue / Income arising from	Nature	Land Owner's/ First Party's Share	Developer's / Second Party's Share
1.	Sale Proceeds from out of the total saleable super built-up area, with proportionate divided/ undivided share in the Schedule Property, garden area, terrace area and car parking spaces	Distributable Revenue	10.85%	89.15%
2.	Amounts, charges, deposits collected towards providing Infrastructure towards Electricity Supply, Water Supply connections, membership, maintenance	Non-Distributable Revenue	-	100%

	charges, maintenance deposits, corpus fund, taxes such as GST, TDS, stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc., collected from the prospective purchaser/s.	e		
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The Developer may impose such condition on the Land Owner to draw the Revenue sharing under clause above and the Land Owner hereby consents to the same.

10) COLLECTION AND DISBURSEMENT:

10.1) The Developer is solely empowered to collect the Distributable Revenue and the Non-Distributable Revenue either separately or collectively from the prospective purchaser/s by way of crossed cheques or demand drafts or wire transfer.

10.2) The Parties shall open bank accounts as provided in Clause 10.3 below and deposit the Revenue collected from the prospective purchaser/s accordingly.

10.3) For the purposes of the Project and distribution of the Revenue, the Second Party shall open

- a. A Master Collections Accounts/ Escrow wherein all the receipts form the Purchasers are deposited.
- b. 70% RERA account wherein 70% of the above shall be transferred for permitted uses
- c. 30 % Remainder Account which shall be for permitted uses

d. The Accounts being 70% Account and 30% Account for Project shall be operated by the Second Party solely. The Parties shall work out a mechanism by which list of payments are received/made to the designated account.

10.4) The word "Saleable Area" mentioned in this Agreement shall comprise of:

a) The total built up area of the Residential Apartments/building of the Residential Apartments, including space under the walls, external finish and utility area (if any);

b) The balconies/sit-outs in the Residential Apartments; and

c) The common areas, common amenities and services appertaining to the Residential Apartments/ building or as the case may be proportionate part/s thereof in the case of unit/s including but not limited to balconies, staircases, lift rooms, electrical Meter rooms, pump rooms, generator rooms, common areas, circulation areas but excludes car parking areas, terrace areas and garden areas.

11) **REFUNDABLE DEPOSIT:**

11.1) The Second Party has agreed to pay the First Party a sum of Rs 30,00,00,000- (Rupees Thirty Crores Only) by way of Refundable Deposit within 30 days from the date of execution of this agreement.

12) **COMMENCEMENT AND COMPLETION OF CONSTRUCTION:**

12.1) That before or after sanction of approvals, the Second Party is entitled to commence the proposed development and the construction within such period as the Second Party may deem it fit.

- 12.2) The Second Party shall complete the construction of the Project within such period as the Second Party may deem fit reasonable. However, the Second Party shall not incur any liability for any delay by reason of non-availability of Government controlled materials, and/or by reason of Governmental restrictions and/or civil commotion, transporters strike, Act of God or due to any injunction or prohibitory order (not attributable to any action of the Second Party) or conditions force majeure or for reasons beyond the control of the Second Party. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for completion of the Project. The time taken for obtaining occupancy certificate/ completion certificate/power/ water/ sanitary connections by the Second Party shall be excluded at the time of computing the period stipulated for construction. In the event of delay in securing occupancy certificate/completion certificate or power/sanitary/water connections, the Second Party shall arrange to have temporary electrical, water and sanitary connections until permanent connections are obtained. Further, in the event that the Second Party is not able to complete construction of the Project such period as determined by the Second Party in accordance, the Second Party shall be entitled to such extension as the Second Party shall require for completion of construction, at its sole discretion. Delay in completion of construction shall not be a cause for termination of this Agreement and there shall be no claim/ liability on the Second Party for any delay in completion of construction.
- 12.3) It is understood and acknowledged that the Second Party shall not be deemed to be in default or incur any liability for any delay beyond the aforesaid period, if the performance of its obligations hereunder is delayed or prevented by conditions constituting the reasons stated in above para. All periods, hereunder fixed shall be deemed to have been extended by the periods equal to the periods of delay on

account of the force majeure conditions also. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for completion of the Project. However, any delay shall not be a cause for termination of this Agreement or nor the Second Party can be held liable for any damages whatsoever on account of such delay.

13) INDEMNITY & ASSURANCES:

The First Party hereby indemnifies and agrees to keep the Second Party fully indemnified and harmless against any loss or liability, cost, claim, damages, deficiency suffered incurred or paid directly by the Second Party as a result of, in connection with or arising out of any inaccuracy or breach of the representations and warranties and breach by the First Party of any of its obligations under this Agreement or any of the terms of this Agreement.

14) ASSOCIATION:

On the completion of the development or as may be required by any statute for the time being in force, of the Schedule Property and as per the applicable law, Second Party shall take all necessary steps for the formation and registration of an association of the purchasers of all the Residential Apartments in the Project (**Association**). Pursuant to the foregoing, the First Party hereby agrees to execute all necessary documents in respect thereto and for that purpose to sign and execute all necessary applications, papers, writings, instruments and documents and make representations before all concerned authorities as and when necessary and required to do so, on the instructions of the Second Party.

15) TAXES, MAINTENANCE AND DEPOSITS ETC.:

15.1) The First Party shall pay and discharge all Panchayat /Municipal Taxes, Cesses and Assessments on the land in Schedule Property to jurisdictional authorities till date of execution of this agreement - and the Second Party shall pay the same on and from the aforesaid day till completion and handover/transfer of the entire Project to the association of unit/flat owners of the Project.

15.2) The maintenance of common areas and facilities in the Schedule Property will be done by Second Party till an Association is formed by owners of Residential Apartments. That on formation of the Association for upkeep and maintenance of the common areas and facilities in the development in the Schedule Property, such maintenance charges shall be paid to the said Association. The parties to this Agreement shall deposit such sums as are agreed between them towards building maintenance fund and club maintenance fund which will be operated by Second Party.

16) COMMON AMENITIES AND MAINTENANCE CHARGES:

The Second Party will be developing the Schedule Property by constructing Residential Apartments thereon and by laying internal driveways, open spaces and other areas of common enjoyment. The occupants shall be entitled to make use of all such common amenities provided in the development including the right to enjoy all common areas, such as gardens, roads and passages etc. The Occupants shall have the right to use all the access roads, internal driveways, common areas, services, amenities and facilities without any obstruction and restriction whatsoever.

In addition to the above, the occupants/ Second Party shall pay an amount proportionate to the operational costs and expenses in

respect of Township Maintenance Charges as may be decided by the First Party and the Second Party respectively in this regard.

17) RESPONSIBILITIES OF THE FIRST PARTY:

- 17.1) The First Party shall, at all times, keep the title of the Schedule Property clear and marketable and free from all encumbrances of any nature whatsoever subject to any loans to be obtained for the development of the project.
- 17.2) The First Party shall carry-out such acts, deeds and things as may be reasonably required by the Second Party to develop the Schedule Property. The First Party has this day executed the Development Power of Attorney in favour of the Second Party to enable the Second Party to (i) obtain permissions, sanctions, orders, no objections, consents, clearances and license and plans, and (ii) create a mortgage in respect of the Schedule Property, at Second Party's cost in regard to the development of the Schedule Property and authorising the Second Party to represent the First Party before the Kolkata Metropolitan Development Authority and various other Statutory Authorities, etc., without any limitation thereto and to sell/lease/transfer with proportionate divided and/or undivided share in the land in the Schedule Property which shall be exercised in terms of this Agreement.
- 17.3) The First Party shall unconditionally until completion of the entire development and sale, co-operate and consent to execute all such documents as may be required to enable Second Party to obtain facilities from banks, financiers, financial companies and/or other financial institutions for the development of the Project (including for raising finance for the Project), for which purpose Second Party shall be entitled to create a charge or mortgage on the Schedule Property. Further, First Party shall register any such document as aforesaid with

the concerned registering authorities, if required and also deposit all title deeds if so required by such bank or financial institution or lender.

- 17.4) The First Party hereby acknowledge that the Second Party has agreed to develop the Scheduled Property on the basis of the representation by the First Party that the Project shall have a minimum saleable area of 21,50,000/- (Twenty One Lakh Fifty Thousand Only) square feet.

18) DOCUMENTS OF TITLE:

The First Party represents that the copy of the Title Deeds are handed over to the Second Party.

19) NAME OF THE PROJECT:

The entire Project/Development in the Schedule Property shall be known by such name which the Second Party may decide.

20) POWER TO RAISE LOANS:

The Second Party shall from the Effective Date be entitled to obtain facilities from banks, financiers, financial companies and/or other financial institutions, etc. required for development of the Schedule Property and for such purpose the Second Party shall be entitled to create a charge or mortgage on the Schedule Property. The First Party undertakes to provide all support to the Second Party and shall comply with all condition's precedents mentioned by the construction lender, banks, financiers, financial companies and/or other financial institutions, etc. in respect thereof.

- 21) REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 ("RERA") / West Bengal Housing Industry Regulation Act. 2017(West Bengal Act XLI

of 2017); ("WHIRA") / West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017; (As applicable);

The Parties agree and confirm that the prospectus, booking form, application, term sheet, memorandum of understanding, agreement to sell, sale deed and/or other writing/s to be entered into with the customers shall be solely prepared and finalized by the Second Party at its sole discretion and the said documents shall be in consonance with RERA or WHIRA, as applicable. The First Party shall not make any additional representations or provide any warranties or covenants beyond those provided by the Second Party in the customer agreements.

- 21.1) The Parties agree and confirm that they shall confirm and comply with all requirements of RERA or WHIRA and mandatorily register the project in one or more phases before the concerned RERA authority in West Bengal (as and when constituted) in accordance with RERA or WHIRA and within the time period available under the applicable laws. The Parties further agree and confirm that: (i) the First Party shall be jointly and severally liable to any queries/ defects on title to the Schedule Property and (ii) The Second Party shall be solely liable to answer queries on the approvals, sanctioned plan, construction and development of the project, before the concerned RERA or WHIRA authority in West Bengal (as and when constituted) constituted under the RERA or WHIRA. It is expressly clarified that any action initiated by the concerned authority owing to an act or omission or non-adherence to RERA or WHIRA by any Party, then such Party shall be absolutely liable to all liability arising out of such act or omission or non-adherence and such Defaulting Party shall indemnify the Non-Defaulting Party from all liabilities/ losses incurred by the Non-Defaulting Party as a consequence of such act or omission or non-adherence to

RERA or WHIRA. It is also clarified that such penalties etc., imposed, if any, shall be recovered from the share of defaulting party.

- 21.2) The Parties agree and confirm that: (i) all payments, deposits made by the customers/ third parties in relation to the project, (ii) refunds, reimbursements on cancellation of the units and (iii) all withdrawal/ disbursal mechanism of monies deposited by the customers and utilization of such monies shall be strictly in adherence to the RERA and neither of the Parties shall raise any objections in this regard.

22) **RESPONSIBILITIES/DUTIES OF SECOND PARTY**

- 22.1) The Second Party shall undertake the development of the Schedule Property in accordance with the terms and conditions of all the approvals and the sanctioned plans obtained in respect of the Project.
- 22.2) The Second Party shall be responsible for the adequacy, stability and safety of all on-site and off-site operations and methods of construction, transportation and installation, commissioning etc.
- 22.3) The Second Party shall ensure that the Project is adequately insured till the completion of construction of the Project.

23) **ASSIGNMENT:**

The Second Party shall be entitled to assign, delegate, sell or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the First Party to this Agreement. However, the First Party shall not assign, delegate, sell or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the Second Party.

24) **NOTICE AND ADDRESSES:**

The addresses of the First Party and Second Party for the purpose of any correspondence is under:

(1) **M/s. Bengal Shriram Hitech City Private Limited.,**

Level – 7, Block – B, "Victoria Park", Block GN, Plot 37/2, Sector V,
Salt Lake, PS – EP Block, PO – CP Block,
Kolkata – 700 091.

ATTN: Mr Sundaram Balasubramanian

(2) **SPL Estates Private Limited,**

Level – 7, Block – B,
"Victoria Park", Block GN, Plot 37/2, Sector V,
Salt Lake, PS – EP Block, PO – CP Block, Kolkata – 700 091,

ATTN : Mr. Suresh Kumar Sarawagi

Each party shall give notice under acknowledgement, to the other of any change in address as soon as possible. All communication shall be sent by Registered Post Acknowledgement Due or delivered personally with acknowledgement and will be deemed to have been received by the addressee within three working days of posting.

25) **BRANDING, MARKETING AND ADVERTISEMENT:**

The Second Party shall be entitled to erect boards in the Schedule Property and undertake advertising and marketing for sale and disposal of the Residential Apartments constructed on the Schedule Property and to publish in the Newspapers, Magazines, Websites and through any other mode or media calling for application forms from prospective purchasers and market their share of land and buildings in the Schedule Property in any manner and in any form, Second Party may deems it fit.

26) JURISDICTION:

Any proceedings arising out of or in connection with this Agreement may be brought in any courts of competent jurisdiction in West Bengal only. Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may, without prejudice to any other method of service, be served on any party in accordance with this Agreement.

27) DISPUTE RESOLUTION AND TERMINATION

- 27.1) None of the parties to this Agreement shall be entitled to terminate this Agreement but shall only be entitled to seek specific performance thereof and damages in lieu thereof.
- 27.2) If any dispute, controversy or claim between the Parties, arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof (the "**Dispute**"), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If notice is given that a Dispute has arisen (the "**Dispute Notice**") and the Parties are unable to resolve the Dispute amicably within fifteen (15) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the terms of Clause 28.3 below.
- 27.3) The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court.

27.4) The arbitration shall occur in West Bengal and shall be held in the English language. The arbitrator's award shall be final and binding and shall be enforceable in any court with competent jurisdiction.

27.5) **Injunctive Relief**

Nothing contained hereinabove shall prejudice any party's right to have recourse to any court having jurisdiction for the purpose of interim or interlocutory orders.

27.6) **Specific Performance**

The Parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the other party from committing any violation or enforce the performance of the covenants, warranties or obligations contained in this Agreement.

28) **NO PARTNERSHIP/ASSOCIATION OF PERSONS:**

This Agreement shall not be construed as a partnership agreement or a joint venture agreement between the First Party, and the Second Party and the development of the property in the manner stated above will not be construed to mean that there is a formation of Association of Persons to carry on the business excepting to the extent indicated above and each party will be independently responsible in respect of their statutory obligations.

29) **COMPLETE AGREEMENT:**

The parties to this Agreement acknowledge that this Agreement together with the Recitals and Schedules hereto constitutes complete understanding amongst the parties to this Agreement relating to the

subject matter hereof and supersedes any prior agreements and representations between the parties to this Agreement or any of them, whether written or oral. Any such prior arrangements stand cancelled as on the Effective Date, without prejudice to any rights, which have already accrued to either of the parties to this Agreement.

30) AMENDMENT:

No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the authorised representatives of the parties to this Agreement.

31) WAIVERS:

The failure by either parties to this Agreement to enforce any term or for any period, or any one or more of the terms or conditions of this Agreement will not be construed as waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

32) NO RESTRICTIONS:

It is agreed between the parties to this Agreement hereto that neither Second Party nor First Party will be restricted or restrained to take up any other development/ construction project and/or implementation of real estate projects for any other company, persons by themselves or with any other party.

33) SURVIVAL OF OBLIGATIONS:

All of the obligations, representations, warranties and covenants made in this Agreement shall be deemed to have been relied upon by the Party to which it was made and to be material and shall survive the execution and performance of any agreements related hereto to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed after the performance of any of such agreements.

34) SUPPLEMENTAL DOCUMENTS:

Recognizing that the implementation of the provisions of this Agreement with respect to various actions of the parties to this Agreement may require the execution of supplemental documents the precise nature of which cannot now be anticipated, each of the parties to this Agreement agree to assent to, execute and deliver such other and further documents as may be reasonably necessary to implement the transactions contemplated by this Agreement and required by the other Party hereto so long as such other and further documents unless otherwise agreed to in writing, are consistent with the terms and provisions hereof, shall not impose additional obligations on any party, shall not deprive any Party of the privileges herein granted to it and shall be in furtherance of the intent and purposes of this Agreement.

35) VARIATIONS/CHANGES IN WRITING:

No decision or exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be valid unless made by the parties to this Agreement in writing.

36) RULES OF INTERPRETATION:

This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following: -

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all representations made above, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

37) SEVERABILITY:

In the event that any provision of this Agreement or these conditions or any one of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties to this Agreement from any, relevant competent authority, the parties to this Agreement will:

- a) amend that provision in such reasonable manner as to achieve the intention of the parties to this Agreement without illegality, or
- b) at the discretion of the parties, such provision may be severed from this Agreement.

c) the remaining provisions of this Agreement will remain in full force and effect unless the parties to this Agreement decide that the effect of such declaration is to defeat the original intention of the parties to this Agreement.

38) **COST OF THIS AGREEMENT:**

The Second Party has borne the cost of stamp duty and registration charges paid on this Agreement.

39) **CUSTODY:**

This Agreement is prepared in duplicate. The original of this Agreement shall be with the Second Party and one set shall be with the First Party.

'Description of Project Property'

All That Piece And Parcel of Land measuring about **19.51** acres comprised in LR Dag No.4474 (p) and 4473 (p) in Mouza Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly, and LR Dag No. 1887 (p), 1888 (p), 1889 (p), 1894 (p), 1895 (p), 1896(p) in Mouza Khordabahera, under L.R. Khatian no. 1808, Police Station -Uttarpara, District -Hooghly within the ambit of the Kanaipur Gram Panchayat, the details of which are given hereinbelow:

Mouza	J.L No.	LR Dag No.	Area of Land (in Acre)
Konnagar	7	4474(P)	11.56
		4473 (P)	1.91
Khordabahera	6	1887(P)	0.75

		1888(P)	0.36
		1889(P)	0.09
		1894(P)	1.93
		1895(P)	0.08
		1896(P)	2.83
		Total Area	19.51

butted and bounded in the manner as follows :

East by:- By Plot No. 4474(p)

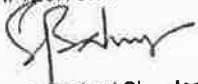

West by:-By plot Nos. 1887 (p), 1888(p), 1889 (p), 1893(p), 1894 (p), 1895 (p), 1896 (p)

North by:- By others Land

South by :- By 4474(P), 1902

The Layout plan demarketing the Schedule Property attached hereto is to be read as part and parcel of this agreement.

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

<p align="center">Bengal Shriram Hitech City Private Limited For BENGAL SHRIRAM HI-TECH CITY PVT. LTD.  Authorised Signatory Authorised Signatory <u>FIRST PARTY</u></p>	
<p align="center">SPL Estates Private Limited SPL ESTATES PRIVATE LIMITED  Authorised Signatory Authorised Signatory <u>SECOND PARTY</u></p>	
<p>WITNESSES:</p>	
<p>1.</p>	<p>2.</p>

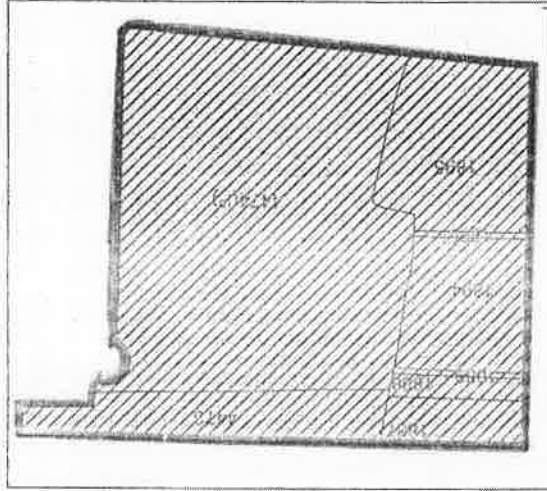
DRAFTED & PREPARED BY:
FOR **DMD LEGAL CONSULTANTS**


ANANYA NANDY

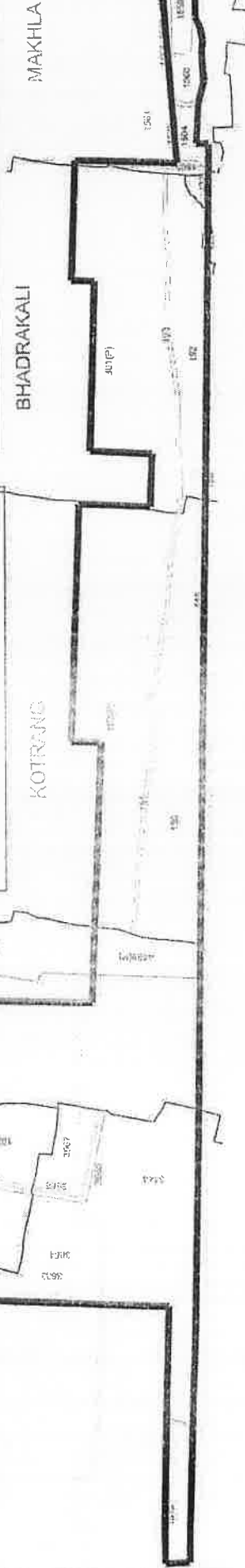
ADVOCATE,
HIGH COURT AT CALCUTTA
ENROLMENT N.F/1158/2015

SCHEDULE OF THE SAID PROPERTY

PROPOSED GRAND TWO LAND



19.51 ACRES OF LAND FOR GRAND TWO			
S. No.	Mouza	J L No. L.R. Dag No.	Land demarcated
1	Kannagar	7	4474(P)
2		4473(P)	11.56
TOTAL			13.47
TOTAL AREA FOR GRAND TWO			
S. No.	Mouza	J L No. L.R. Dag No.	Land demarcated
1	Khordebahera	6	1887(P)
2		1888(P)	0.75
3		1889(P)	0.36
5		1894(P)	0.09
6		1895(P)	1.93
		1896(P)	0.08
TOTAL			2.83
TOTAL AREA FOR GRAND TWO			6.04
TOTAL AREA FOR GRAND TWO			19.51



PROPOSED GRAND CITY PHASE II SITE LAYOUT PLAN

For BENGAL SHRIRAM HI-TECH CITY PVT. LTD.

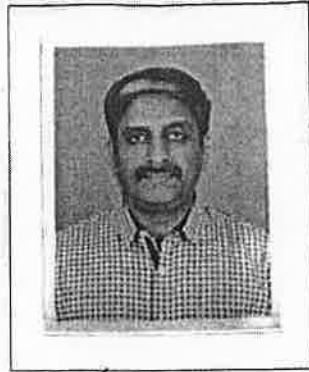
[Signature]
Authorised Signatory

SPL ESTATES PRIVATE LIMITED

[Signature]

Authorised Signatory

PHOTOGRAPHS AND FINGER PRINTS



Saxena

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



Aarawch

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



S. S. S.



Arawal

आयकर विभाग

INCOME TAX DEPARTMENT

SPL ESTATES PRIVATE LIMITED



भारत सरकार

GOVT. OF INDIA



04/02/2014

Permanent Account Number

AAWCS2550G

15102015

Aravali

आयकर विभाग
INCOME TAX DEPARTMENT
सुन्दराम बालगुप्तायन
SUNDARAM
15/03/1987
आयकर विभाग
भारत सरकार
GOVT OF INDIA
SUNDARAM

S. Sundaram



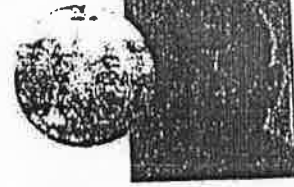
ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

CJD2573855

পরিচয় পত্র



Elector's Name Asit Manna
নির্বাচকের নাম অসিত মান্না
Father's Name Abanli Kumar Manna
পিতার নাম অবল্লী কুমার মান্না
Sex M
লিঙ্গ পুং
Age as on 1.1.2005 38
১.১.২০০৫-এ বয়স ৩৮

Address:
Mauja - Depala Shasanabada J, L, No - 128(Anaha)
Depala Ramnagar Purbo Medinipur 721453

ঠিকানা :
মৌজা - দেপাল শাসনাবাদ জে, এল, নং- ১২৮ (অনাহা) দেপাল রামনগর পূর্ব
মেদিনীপুর ৭২১৪৫৩

Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন অধিকারিক
Assembly Constituency: 212-Ramnagar
নিধানসভা নির্বাচন কেন্দ্র : ২১২ রামনগর
District: Purbo Medinipur জেলা, পূর্ব মেদিনীপুর
Date: 20.07.2005 তারিখ: ২০ জুলাই ২০০৫

MADE THIS 4th DAY OF FEBRUARY, 2019

BETWEEN

BENGAL SHRIRAM HI-TECH CITY PRIVATE LIMITED
..... OWNER

AND

SPL ESTATES PRIVATE LIMITED
..... DEVELOPER

JOINT DEVELOPMENT AGREEMENT

All That Piece And Parcel of Land measuring about 19.51 acres comprised in LR Dag No.4474 (p) and 4473 (p) in Mouza Konnagar, under L.R. Khatian no. 11976, Police Station -Uttarpara, District -Hooghly, and LR Dag No. 1887 (p), 1888 (p), 1889 (p), 1894 (p), 1895 (p), 1896(p) in Mouza Khordabahera, under L.R. Khatian no. 1808, Police Station -Uttarpara, District - Hooghly within the ambit of the Kanaipur Gram Panchayat

Prepared by



DMD LEGAL CONSULTANTS

ADVOCATES & LEGAL CONSULTANTS

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