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पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

admissible under rule 21 and 21A
 of s 5 (1) of the W. B. L. R.
 Act. 1955 duty Stamped Exempt
 from does not require Stamp duty
 under the Indian Stamp Act. 1969. Schedule I.A. No.

Fee Paid... ..
 Additional District Sub-Registrar
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DEVELOPMENT AGREEMENT FOR 150 ACRES

THIS AGREEMENT is made at Kolkata this 7th day of March, Two thousand and Seven **BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**, a Government of West Bengal Company within the meaning of the Companies Act, 1956, having its Registered Office at Salt Lake Stadium Complex, Gate No.3, Sector-III, Salt Lake, Kolkata-700098 (hereinafter referred to as "WBHIDCO Limited"/"HIDCO" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns), of the One Part **AND SHAPOORJI PALLONJI AND COMPANY LIMITED**, a Public Company within the

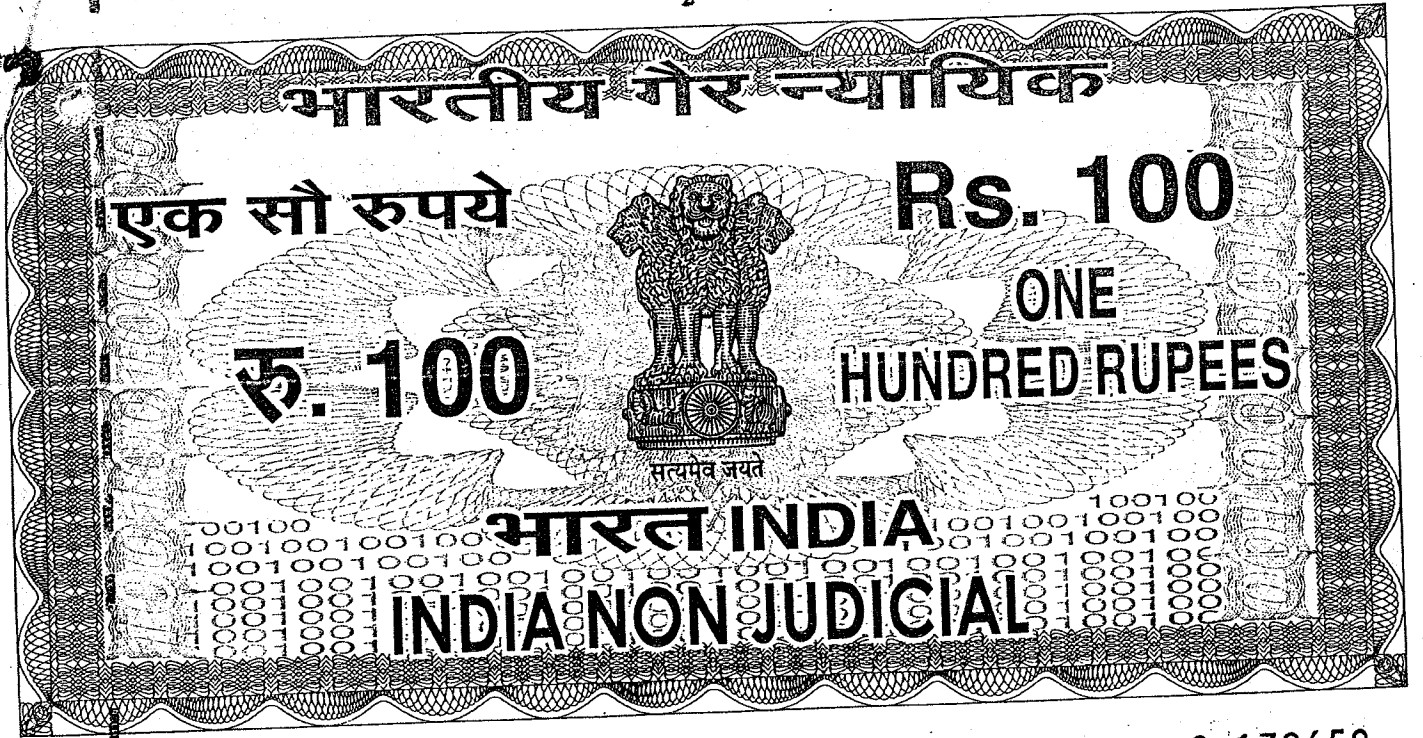
① Registration fees received by Bank of Baroda Rs. 1,32,000/-
 Vide Draft No. 128260 dt 23.3.2007
 & S.B. & Netaji Subhas Road Br.

② Definite stamp duty received by Bank of Baroda
 Rs. 6,00,00,000/- vide Draft No. 128259 dt 23.3.2007
 & S.B. & Netaji Subhas Road Br.

As per
 (Signature)

Additional District Sub-Registrar
 Kharagpur (Salt Lake Circle)

1/3
3/07



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C# 130650

meaning of the Companies Act, 1956, having its Registered Office at 70, Nagindas Master Road, Fort, Mumbai-400001 and also having its Administrative Office at "S.P. Centre", 41/44, Minoo Desai Marg, Colaba, Mumbai-400005 and also having one of its branches at 3rd Floor, "Shrachi", 686 Anandapur, On EM Bye Pass (near Ruby Hospital), Kolkata-700107 (hereinafter referred to as "SPCL"/"the Developer" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its subsidiaries, associates, successors and permitted assigns) of the Other Part.

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WHEREAS :-

1. The Government of West Bengal (hereinafter referred to as "GOWB") after launching the Project of setting up the New Town, Kolkata through WBHIDCO Limited has decided to undertake a large scale construction of Housing Complex in order to address the housing problem in Kolkata by implementation of a Mass Housing Scheme in the New Town, Kolkata.

2. With this end in view, HIDCO had invited Detailed Expressions of Interest (DEOI) from the reputed developers, builders and construction companies with adequate financial capability, resources and experience, inter alia, for development of 150 Acres of land in AA-III, New Town, Kolkata situated to the North of Bagjola Canal, proposed to be allotted on "as is where is basis" for construction thereon 20,000 dwelling units for low income group and middle income group (hereinafter referred to as "LIG and MIG") in the proportion of 60:40 along with physical and social amenities for new habitants as prescribed in Detailed Expression of Interest (DEOI) [all that the 150 Acres of land are hereinafter referred to as "the Mass Housing Plot"].

As regards the specification of proposed dwelling units are concerned in Mass Housing Plot of 150 acres, each One 1-BHK Unit shall have minimum 320 Square feet Carpet/Lockable space and each Two 2-BHK Unit shall have minimum 480 Square feet Carpet/Lockable space. The prices of each LIG and MIG Unit shall be as per the Fifth Schedule hereunder written together with the conditions and stipulations specified therein.

3. HIDCO shall provide only peripheral services including approach road, drinking water supply, street lighting, storm water drainage and sewerage etc. HIDCO may also facilitate for providing required power supply from West Bengal State Electricity Board (WBSEB)/New Town Electric Supply Company Limited (NTESCL).

4. The Project is agreed to be implemented phase-wise, as per the Building Rules & Regulations as applicable in the New Town, Kolkata, in all respects within Four (4) years from the date of handing over of the land to the Developer or from the date of sanction of the plan, whichever is later provided that the plans are submitted to the Sanctioning Authority within 90 days from the date of handing over of possession and SPCL shall submit Detailed Work Schedule with milestones to HIDCO within 30 days from the date of sanction of the Building plan and SPCL shall also submit from time to time and phase to phase progress of development of construction to HIDCO. SPCL shall invite applications from the eligible

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persons, belonging to Monthly (household) Income Group upto Rs.9000/- in case of LIG and Monthly Income Group from Rs.9001/- to Rs.18,000/- in case of MIG and selection of final allottees for such dwelling units shall be by open public Lottery in terms of the text of the public advertisement inviting application, marketing brochure including detailed terms and conditions etc, as would be made with consent in writing by the Managing Director of HIDCO. It is subsequently agreed that any person falling under LIG may apply for MIG Flats.

5. Be it mentioned in this context that after considering the respective expressions of interest submitted by all the contesting bidders with special adherence to their individual presentation in respect of all the selection criteria fixed for evaluation of different aspects of the Scheme, HIDCO has finally selected SPCL for being awarded with the sole responsibility of developing the Mass Housing Scheme (hereinafter called "the Scheme") in the New Town and accordingly a Letter of Allotment was issued by HIDCO on 8th December, 2005 communicating inter alia, that land having area of 150 Acres situated to the North of Bagjola Canal is allotted to SPCL for development and construction thereon of 20,000 dwelling units for LIG and MIG at a total consideration of Rs.120 Crore only subject to the terms and conditions embodied in the said Letter of Allotment and also subject to the terms and conditions hereinafter appearing.

6. SPCL has agreed to develop the said residential plot as per the scheme and also accepted the terms and conditions as contained in the Allotment Letter dated 8th December, 2005 issued by HIDCO and also to comply with the provisions of the Building Guidelines of HIDCO, in addition to compliance of other statutory requirements, for which HIDCO may provide and/or render all assistance and cooperation for speedy approval/sanction for execution of the said Project.

7. One of the conditions of the Allotment Letter was that HIDCO would enter into a Development Agreement, which, inter alia, would provide provision for executing a General Power of Attorney by HIDCO in favour of SPCL to undertake the development work on the Mass Housing Plot, which SPCL doth hereby express its wish to undertake directly and/or through its wholly owned associates or subsidiaries.

8. To give effect to the aforesaid arrangement, the Parties hereto have agreed to execute an Agreement, being these presents, defining their respective rights and obligations arising out of the implementation of the said Project in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:-

1. HIDCO hereby accepts SPCL as the Developer and SPCL hereby agrees to promote and develop 150 Acres of land in Action Area-III(AA-III), New Town, Kolkata situated to the North of Bagjola Canal, since allotted on "as is where is basis" and construction thereon of 20,000 dwelling units for lower income group and middle income group (hereinafter referred to as "LIG and MIG") in the proportion of 60:40 along with physical and social amenities for new habitants as prescribed in the Detailed Expression of Interest (DEOI) and also set out in the **Fourth Schedule** hereunder written [all that the 150 Acres of land are hereinafter referred to as "**the Mass Housing Plot**"] on the terms, conditions, stipulations and provisions as contained in HIDCO's Allotment Letter dated 8th December, 2005 and DEOI, referred to above, as also hereinafter contained, with each LIG Unit shall have minimum 320 Square feet Carpet/Lockable space and each MIG Unit shall have minimum 480 Square feet Carpet/Lockable space.

2. Be it also recorded that HIDCO in pursuance of the application made by SPCL has allotted to SPCL the residential plot, more fully described in the **First Schedule** hereunder written on "as is where is basis" for development and construction thereon of 20,000 dwelling units for LIG and MIG for implementation of Mass Housing Scheme in New Town Kolkata and the salient features of the said Scheme is set out in DEOI and in the minutes of pre-bid meeting which was held on 29th October, 2005 true copies whereof, are hereto annexed and collectively marked as "**Annexure A**" and also for the purposes more particularly mentioned in the said Allotment Letter.

3. In consideration of allotment to and in favour of SPCL the said Mass Housing Plot, containing an area of 150 Acre, be the same a little more or less, for promotion and development as aforesaid, SPCL hereby agrees and promises to pay to HIDCO, the sum of Rs.120 Crore (Rupees One hundred and twenty Crore) only, is and by way of the price of Mass Housing Plot, the particulars whereof are set out in the **Second Schedule** hereunder written to be paid in installments and in the manner morefully described in the **Third Schedule** hereunder written **PROVIDED HOWEVER** if SPCL makes default in payment of any of the installments on due date, SPCL shall have to pay interest at the rate of 15% per annum during the period of default till the payment is made subject to the conditions set out in

the Third Schedule hereunder written. The value of the Mass Housing Plot determined above is for the land on "as is where is basis".

4. **HIDCO'S REPRESENTATION:**

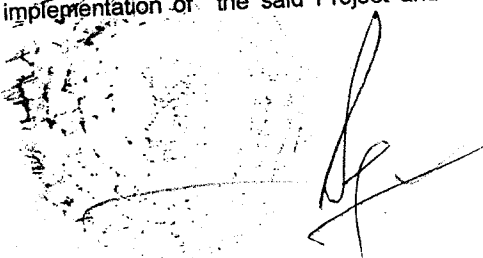
HIDCO is competent, capable and is in a position to observe and/or perform and/or comply with the terms, conditions, covenants, undertakings agreed to be observed, performed and complied with by it as contained in this Agreement and there is no restrictions, impediments etc., including restriction and development of the said Mass Housing Plot and sale of the premises therein and HIDCO undertakes to remove any dispute or defect in this regard.

5. **HIDCO'S OBLIGATIONS:-**

(a) HIDCO, on receipt of 25% of the price which is Rs.30 Crore of the land as cash down (which has already been received on 14-12-2005 by HIDCO from SPCL), has agreed to give vacant possession of the said Mass Housing Plot containing 150 acres of land to SPCL and SPCL has agreed to furnish Bank Guarantee from an Indian Nationalised/Scheduled Bank to the tune of 50% of the balance price of the land and remaining portion to be supported by Corporate Guarantee furnished in accordance with the applicable provisions of the Companies Act, 1956 as amended upto date and simultaneously with the furnishing of such Corporate Guarantee, SPCL shall and HIDCO will/enter into this Agreement. Be it clearly understood that until completion of Mass Housing Project, the possession of the said land by SPCL shall not be exclusive but jointly with HIDCO;

(b) HIDCO hereby authorises SPCL to develop and market the Mass Housing Plot by developing thereon 20,000 dwelling units for LIG and MIG with physical and social amenities as prescribed in DEOI and short particulars whereof, are given in the **Fourth Schedule** hereunder written (hereinafter referred to as "the said Project") in the New-Tow and for this purpose simultaneously with the execution of this agreement, HIDCO shall grant an irrevocable Power of Attorney till completion of project fully in favour of SPCL, authorising SPCL, inter alia, to do various works envisaged under this agreement to be done by SPCL for implementation of the said Project.

- (c) HIDCO hereby authorises SPCL to sign and execute all plans and/or other papers, as may be reasonably required from time to time to enable SPCL and/or its associates and/or its subsidiaries for development of Mass Housing Plot and shall render such co-operation and/or assistance, as may be required by SPCL, to obtain sanctions, approvals and/or permission from any or all of the concerned authorities and also to obtain all other permission and/or approvals as SPCL and/or its associates and/or its subsidiaries may deem necessary or as may be required to be obtained from time to time to implement the said Project
- (d) HIDCO shall at its own risk, costs and expenses shall settle all disputes and claims, if any, regarding HIDCO's title in respect of the Mass Housing Plot and shall ensure that the same shall not in any manner impede the implementation of this Agreement and to that extent HIDCO shall keep SPCL indemnified and harmless.
- (e) HIDCO shall in all possible ways facilitate SPCL and/or its subsidiaries and/or its associates to enable SPCL to develop the Mass Housing Plot in the matter of obtaining all permits, licenses, and other sanctions from appropriate authorities like, Municipal Authority, New Town Electric Supply Company Limited (NTESCL)/West Bengal State Electricity Board (WBSEB), Pollution Control Board, Environment Department, Fire Service Department etc. for construction of the dwelling units on the Mass Housing Plot provided however SPCL and/or its subsidiaries and/or its associates shall bear the entire costs including incidental charges for such permission and/or sanction.
- (f) Simultaneously with the execution of this Agreement HIDCO agrees and undertakes to grant to SPCL and/or its subsidiaries and associates to enter upon the said land and shall cause erection of such fencing and/or boundary as may be required to and to do all work for implementation of the said Project and all other works in connection therewith.



(g) Notwithstanding anything to the contrary herein contained HIDCO agrees and undertakes to provide phase wise peripheral services including approach road, the peripheral water supply, storm water drainage, sewerage etc to support the Mass Housing Scheme. HIDCO at its own costs and expenses may engage a competent Project Management Engineering Firm for monitoring and supervision of the project work.

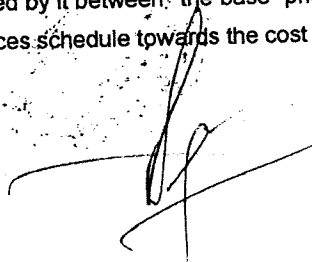
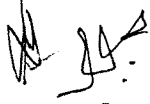
6. **SPCL'S OBLIGATIONS:-**

(A) SPCL shall develop the Mass Housing Plot for implementation of the Project in accordance with the terms of DEOI and Mass Housing Scheme, which inter alia, provides as follows:-

(i) The Buildings and/or Flats and common infrastructural facilities in the Mass Housing Complex, shall be constructed by SPCL as per the specifications approved by HIDCO and as set out in Annexure "C" hereto and the quality assurance plan as submitted by SPCL and approved by HIDCO.

(ii) (a) Each Building in Mass Housing Complex shall comprise of a number of self-contained Flats with common facilities and/or areas and/or parts provided in the Mass Housing Complex and the carpet area/lockable area of each LIG dwelling unit would be minimum 320 Square feet and that of MIG dwelling unit would be minimum 480 Square feet. All buildings will be constructed with due diligence from the angle of durability as well as aesthetic point, duly waterproof and after considering the seismic factors.

(b) It is initially agreed in the year 2005 that the price of a LIG Unit shall be Rs.2.85 Lac and that of a MIG Unit shall be Rs.5.70 Lac but foundation stone was laid only on 24th day of December, 2006 and the commencement of the Project has been delayed for a considerable time which is to be implemented in a phase-wise manner during the period of four years from the date of commencement of the Project, the parties agree that the prices of LIG and MIG Unit shall be as per Fifth Schedule hereunder written. In consideration of the premises, SPCL hereby agrees to pay to HIDCO a sum equivalent to 15% of the differential amount received by it between the base prices of LIG and MIG Unit and the phase-wise prices schedule towards the cost of land.



(c) It is agreed that in the event of any increase in the financial liability, tax, cess, levy or other charges in view of any changes in State or Central Legislation Acts, Rules and Regulations after 08.12.2005 the same shall be borne and/or paid and/or reimbursed by the Flat/Unit purchaser to SPCL subject to approval by HIDCO.

(d) The Purchasers shall also be liable to pay/reimburse SPCL all and any other taxes including service tax, if any, payable on Units/Flats/residential complex as per the provisions of applicable laws for the time being in force subject to HIDCO being informed.

(iii) There is no restriction as such on the height of the building provided however SPCL is expected to make a reference to the Airport Authority of India to get a clear no-objection Certificate, which HIDCO will facilitate.

(iv) With the payment of 25% of the land price SPCL has agreed to furnish Bank Guarantee of a nationalised/scheduled Bank to the tune of 50% of the balance land price and for remaining 50% thereof a suitable Corporate Guarantee as per the Companies Act, 1956 shall be furnished so that HIDCO may hand over the entire 150 Acres of land to SPCL.

(v) Peripheral sewerage/sewer discharge at designated point/points will be at the boundary of the plot and peripheral main amenities including pumping shall be provided by HIDCO in phases as per the completion of the Project in phases by SPCL and/or its associates and/or its subsidiaries.

(vi) Construction water will have to be arranged by SPCL and later on potable water will be provided by regular water supply scheme by HIDCO on completion of each phase of development in Mass Housing Plot.

(vii) SPCL will have to set up sub-stations including step-down transformers and downloads at its own costs and expenses to facilitate individual domestic service connection of the end-users who will apply to appropriate authority for such connection by paying necessary charges and SPCL may also install generators for construction power, if required by SPCL. It will have to make application to NTESCL/WBSEB for the required power including construction power at its own costs and charges and HIDCO may act as facilitator.

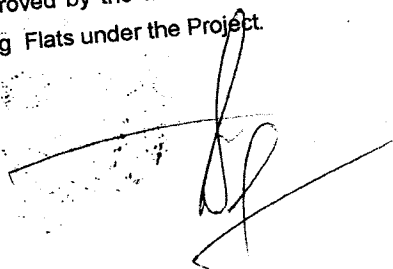
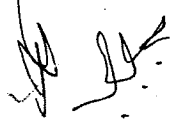
(viii) All the electrical works within the Mass Housing Plot including substation and downloads and cabling will be executed by SPCL at its own costs and expenses under supervision of NTESCL/WBSEB.

(ix) 5% of the available FAR should be reserved in the Mass Housing plot for the specified/social amenities, morefully described in the **Fourth Schedule** hereunder written. Appropriate areas may be earmarked for various other amenities such as, auto stand, taxi stand, bus shelters etc. Relevant work programmes with detailed items shall be furnished to HIDCO by SPCL.

(x) Each Flat and each Space/building must have a principal user/occupancy as per the allotment to be made by SPCL and HIDCO will be kept informed from time to time on completion of each phases.

(xi) The mixing of uses/occupancies, means of access, height of the buildings, open spaces for the buildings, Floor Area Ratio(FAR), ground coverage, provisions for car/two wheeler parking (chargeable to the owner and/or user in addition to the costs of the flat) provisions of areas for facilities and utilities as prescribed by DEOI, parts of the buildings, fire protection of the buildings, structural designs, building and public services shall be governed in accordance with the Guidelines for preparation of Mass Housing Scheme as contained in DEOI and General Building Guidelines/Regulations, provided to each developer in prebid meeting which was held on 29th October, 2005, the true copies whereof are hereto annexed and collectively marked as Annexure - "A".

(xii) Subject to certain quotas of Chairman/Management and/or other quotas as agreed or as per the law, SPCL shall invite applications from eligible persons belonging to monthly (household) income category upto Rs.9,000/- in case of LIG and upto Rs.18,000/- in case of MIG (supported by Income Tax Returns and/or Affidavit) and selection of final allottees shall be by draw of lots (lottery), in case there is over subscription, as and when these are announced for allotment in phases and through advertisement in local dailies. The text of the public advertisement for inviting applications and marketing Brochure including detailed terms and conditions, procedure for allotments of Flats will be prepared by SPCL for Mass Housing Scheme in consultation with and approved by the Managing Director of HIDCO prior to launching of the Mass Housing Flats under the Project.



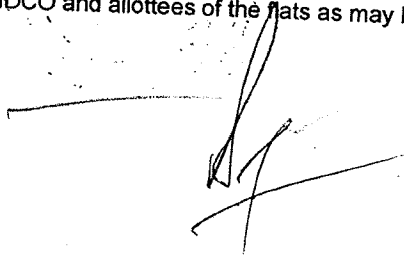

(xiii) Application shall be made by SPCL or its subsidiaries to Pollution Control Board and in obtaining such clearance Certificate HIDCO will give its assistance and co-operation to SPCL.

(xiv) SPCL, after execution of this Agreement, shall discharge all existing and future rates and taxes, other impositions, charges outgoings and enhancement, if any, of land value eventually calculated to have been accrued as on the date of allotment of in respect of the said land and structure to be erected thereon which as and when determined by any Competent Authority to be payable by the ultimate Purchaser of the Premises or Unit together with the undivided proportionate share or interest in the land attributable to the said Unit to such authority under the provisions of law for the time being in force.

(xv) SPCL shall submit a total Master Plan for development in phases complying with the provisions of DEOI and in general the building guidelines/regulations, the printed copies whereof is hereto annexed and collectively marked as Annexure-"A".

(B) SPCL shall bear and pay the full costs of the implementation of the said Project and all costs relating to the implementation of the said Project including the site preparation, erection, construction, marketing, selling, legal expenses and completion of the said Project shall also be borne and paid by SPCL solely and exclusively and SPCL shall be entitled to enter into agreements with the ultimate beneficiaries and shall also be entitled to collect and retain the sale/rent proceeds, as the case may be, as per the terms of Sale/Tenancy Agreement and shall be liable to pay statutory taxes/duties for all incomes, as aforesaid, in connection with Mass House Project.

(C) SPCL shall develop the Mass Housing Plot and shall complete the construction of 12000 LIG dwelling units and 8000 MIG dwelling units together with all amenities as per the provisions of DEOI in Four (4) years time from the delivery of possession of the land or from the date of sanction of the plan and/or the revised plan, as the case may be (provided that the original plan is submitted for sanction with appropriate authority within 90 days from the date of execution of this Agreement) whichever is later subject to the exclusion of the period/time wasted for force majeure and other reasons. If the construction of Mass Housing Scheme is not completed and handed over to the successful allottee with the said 4 years time, SPCL shall be held liable to compensate suitably HIDCO and allottees of the flats as may be decided upon.



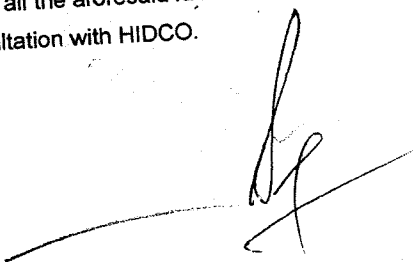
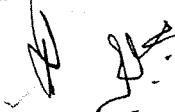
(D) SPCL shall at its own costs and expenses cause the building plan and/or the revised plan, as the case may be, to be prepared and submitted to the appropriate authority for necessary sanction of the said plan and/or the revised plan. However, for receiving all permissions and clearances, as may be necessary, for such submission, SPCL shall pay the prescribed rate of fees for the sanction of building plan to the appropriate authority/authorities on demand.

(E) On receiving the sanction of the building plan SPCL shall complete the said Project by construction of the buildings as per the sanctioned plan and the guidelines issued by HIDCO for Mass Housing Scheme, with such reasonable changes as may be advised by Architect and permitted by HIDCO.

(F) SPCL shall comply with all its obligations as contained in the Allotment Letter dated 8-12-2005, DEOI, and the proceedings of pre-bid meeting which was held on 29th October 2005, as aforesaid, and enclosed herewith as part of "Annexure-A".

(G) On phase-wise completion of the Mass Housing Project in phases SPCL will hand over the Flats/dwelling units to the individual buyers and common areas and facilities to the concerned Society/Association formed under the West Bengal Apartment Ownership Act, 1972 or Co-operative Society of flat owners under the West Bengal Co-operative Societies Act, 1983, which association or societies will be responsible for managing their respective condominium/clusters (it will be determined by SPCL as per phasing plan); pending formation of such bodies common areas and facilities shall be maintained by SPCL or its agent and the common areas and facilities common to all the associations/societies shall be maintained by an apex body of association/societies with effect from the expiry of the defect liability period of one year to be reckoned from the date of completion of construction of Flats or allotment of units whichever is later.

(H) SPCL shall provide as prescribed in DEOI for Mass Housing Scheme the core physical and social facilities including shopping mall, small retail outlets (scattered over 150 acres), small markets needs, two primary schools of minimum 10 rooms each and one small hospital, two community centre, offices of the Owners' Association or Co-operative Society and other pay-and-use facilities which SPCL will construct on the Mass Housing Plot and SPCL can sale and transfer all the aforesaid facilities to such parties and at such price as will be decided by SPCL in consultation with HIDCO.



(l) The possession of 50 Acres of free-hold developed land will be delivered by HIDCO in the existing stage only to SPCL for development of commercial/business/retail/IT and ITES space/Hospitality/Leisure & entertainment/institutions/health care facility etc. and it shall be handed over by HIDCO to SPCL in parts, from time to time, as per the payment received from SPCL in terms of DEOI, Allotment letter dated 8-12-2005 and the resolution of Pre-bid Meeting which was held on 29th October 2005. SPCL shall develop the 50 Acres of land for sale and/or lease but will transfer the developed structure on the said 50 Acres of land simultaneously and in proportion to the development made in 150 Acres of land for Mass Housing and for this purpose SPCL shall execute a separate undertaking in writing in favour of HIDCO.

7. **SPCL'S RIGHTS :-**

(a) SPCL shall hold the possession of the Mass Housing plot as the Developer having the right under this agreement to construct Mass Housing Complex consisting of residential building having several independent Flats for LIG and MIG along with specified amenities on the Mass Housing Plot as per requirement of market demand.

(b) SPCL shall be entitled to do survey after getting permission, soil testing and all other preparatory works as may be necessary for the purpose of submission and sanction of the building plans of the Mass Housing Complex at its own costs and expenses.

(c) SPCL shall be entitled to independently appoint, engage and employ according to law such consultants, marketers, contractors, sub-contractors, quality control manager, engineers, labourers, caretakers, guards and other staff and employee etc. at such remuneration and on such terms and conditions as be deem fit and necessary by SPCL. HIDCO shall not in any way be liable or responsible for their performance salaries, wages and remuneration etc..

(d) SPCL shall be entitled to do all lawful works required for Implementation of the Mass Housing Complex (150 Acres of land) either by itself and/or by other contractors appointed by it and/or in any other manner it considered fit and proper. None of the Contractors and/or the persons engaged in connection therewith shall have any claim of any nature whatsoever against HIDCO and SPCL shall be solely responsible for

payment of all amounts, including compensation for injuries to such workmen and/or other persons engaged by them and/or due for anything done by SPCL in pursuance hereof. SPCL is to take comprehensive insurance coverage in this regards at its own costs.

(e) SPCL shall be entitled to develop the land for implementation of the Project and to enter into Agreement/contracts with prospective Allottees and/or the Purchasers of the Flat/Spaces/Building/land in the Mass Housing Plot.

(f) On payment of the full consideration amount or any part thereof, as the case may be, by SPCL to HIDCO, SPCL will be allowed on behalf of HIDCO to grant free-hold status to the final occupants of the residential Flats or other Premises upon receipt of the consideration amount from them, SPCL shall be entitled to execute Conveyance Deeds for and on behalf of HIDCO and also to present the same before the appropriate Registrar for registration of such Conveyances. SPCL shall also be entitled to retain the entire sale proceeds to be received from the final occupants/Purchasers of the residential flats upon payment of the consideration amount to HIDCO and HIDCO shall have no right title interest and/or claim over any such sale proceeds to be received from the final occupants and/or purchasers of the residential flats subject to the conditions and stipulations as contemplated in the Fifth Schedule hereunder written.

(g) SPCL with prior permission of HIDCO (which shall not be unreasonably withheld) shall be entitled to raise funds from the Bank(s) or from any Financial Institution(s) or from any of its (SPCL's) subsidiaries or associate companies by mortgaging the land comprised in the Mass Housing Plot or any portions thereof together with the structure constructed thereon without creating any Financial liability of HIDCO provided such collateral security is co-terminary with phased construction in 4 years as already specified provided always that SPCL shall not be relieved of its obligations under this agreement and shall remain liable to HIDCO for the acts and omissions of its employees and agents and/or any person acting under its authority.

(h) SPCL shall be entitled to assign and transfer its right, title, interest, benefits and obligations under this Agreement and/or any other documents with HIDCO to and in favour of any of its wholly owned subsidiaries or its own group companies without any further approval and permission from HIDCO as such permission shall be deemed to have been given under this clause provided always SPCL shall not be relieved of

its obligation under this Agreement and shall remain liable to HIDCO for the acts and omission of its assignee.

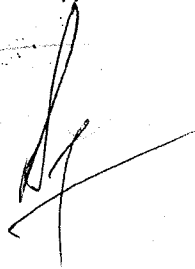
(i) SPCL during the period of construction shall be entitled to revise the plan of construction of the buildings to be constructed on the Mass Housing Plot from time to time and get the same sanctioned, obtain approvals, commencement certificates, occupation certificates and all other permissions, no-objection for extension, renewals for development of the Mass Housing Plot and construction of the buildings thereon subject to prevalent building Rules & Regulations and the payment of appropriate fees and charges to the appropriate authority or authorities.

(j) SPCL shall be entitled to put up hoarding or boards on the Mass Housing Plot or on any part thereof during construction period and give appropriate advertisement etc. about its development subject to prior consultation with HIDCO.

(k) In case either of the parties to the agreement is confronted with difficulties to implement the project as it is intended due to any unforeseen reason or circumstances beyond the control of the parties during performance period of four (4) years and not covered by the DEOI and pre-bid commitments, the parties hereby reserve their rights to resolve such impediments in the interest of the project by entering into a Supplementary Agreement without prejudice to the respective rights and responsibilities of the parties as dealt with in the instant Agreement.

8. HIDCO'S RIGHTS :-

HIDCO shall be entitled from time to time to make reasonable inspection of all the works other records of SPCL regarding implementation of 20,000 dwelling units including common amenities in Mass Housing Plot (150 Acres) and give such directions and instructions in respect thereof to SPCL as may be deemed necessary PROVIDED HOWEVER if SPCL finds it difficult to execute such instructions and/or directions of HIDCO for any reason whatsoever, HIDCO upon request from SPCL shall review and/or reconsider its directions and/or instructions, so that the same can be carried out by SPCL and before giving any directions and/or instructions, HIDCO shall consult with SPCL and directions and/or instructions may be modified from time in consultation with SPCL. In case HIDCO finds any willful gross default on the part of SPCL, HIDCO shall be entitled to give such directions as it may deem fit and proper and SPCL will comply and/or implement the same to that extent. For all dealings HIDCO will recognise the applicants, i.e., SPCL only including execution of this Agreement.

9. **PREMATURE WITHDRAWAL :**

(a) In case of premature withdrawal by SPCL from the said Project after possession of land and before the work commences, Rs.25,00,000/- paid as and by way of Earnest Money and part payment of the consideration amount for the land, since already adjusted with the first instalment of land price, might be forfeited at the option of HIDCO. For subsequent withdrawal at any stage 20% of the total land value paid shall be forfeited to HIDCO, if however, the work cannot be commenced and/or cannot be carried out subsequently due to any default attributable to HIDCO or for any force majeure reasons beyond the control of the parties hereto, in such event forfeiture of earnest money, as aforesaid, cannot be made and SPCL shall be entitled to get refund of the entire earnest money deposited with HIDCO without interest.

(b) In case of any investment made by SPCL or its subsidiaries, such investments shall be evaluated by an independent Chartered Accountant Firm to be appointed by the Managing Director of HIDCO and the value determined thereof shall be paid to SPCL and/or its subsidiaries, in Four (4) years in Eight (8) equal half yearly instalments without any interest.

(c) Upon forfeiture of the amounts as aforesaid, SPCL shall be discharged from all liabilities whatsoever under this agreement or in connection with the implementation of the Project and HIDCO shall have no other remedy against SPCL in this regard.

10. **HIDCO'S ASSURANCES/INDEMNITY :-**

(a) HIDCO confirms that the Mass Housing Plot has been/shall be cleared by it free from all encumbrances.

(b) HIDCO further confirms that the entire area of 150 Acres for Mass Housing Plot shall be treated as one plot provided however the area of 48 meters wide road of HIDCO passing through the Project will be excluded from the calculation of the 150 Acres of Mass Housing Plot and from the calculation of ground coverage and FAR.

The bottom of the page contains two sets of handwritten signatures. On the left, there are initials that appear to be 'HJ' and 'JK'. On the right, there is a more elaborate signature that looks like 'SP' or 'SPCL'.

(c) HIDCO confirms and assures that upon payment of the entire consideration amount in phases towards cost of land and interest due, if any, made by SPCL to HIDCO, SPCL shall be entitled to collect and receive the sale proceeds from the final occupants and/or Purchasers of the residential flats and HIDCO shall have no claim on such sale proceeds subject to such conditions specified in the Fifth Schedule hereunder written.

(d) HIDCO shall indemnify and shall keep SPCL completely indemnified and harmless from and against all actions, claims, losses, damages, demands, costs (including legal cost), charges and expenses paid, incurred and/or suffered by SPCL due to any of the representation, statement and assurances of HIDCO as contained herein turning out to be wrong inaccurate/incorrect in respect of the development of Mass Housing Plot by SPCL by virtue of this agreement or any modification thereof.

11. **SPCL'S UNDERTAKING AND/OR INDEMNITY:-**

(a) SPCL will allocate land in the project area as per the Scheme approved by HIDCO with regard to the social facilities like School, market, hospital etc, morefully described in the **Fourth Schedule** hereunder written.

(b) SPCL shall indemnify and keep HIDCO indemnified and harmless against all actions, claims, losses and/or damages suffered or sustained in any whatsoever and also in respect of the injury or death of any person employed directly by SPCL or its affiliates and/or contractors and for any losses and/or damages which HIDCO may suffer or incur as a result of any contravention of rules, regulations, laws and also for failure to keep commitments made to the prospective buyers for delivery of possession of flats/units along with proportionate share or common areas and facilities whatsoever arising in course of or out of implementation of this Agreement. SPCL is to take comprehensive insurance coverage in respect of the project to ht under taken.

The block contains two handwritten signatures. The signature on the left is written in dark ink and appears to be 'S. S. S.'. The signature on the right is also in dark ink and is more stylized. Between the two signatures is a faint circular stamp, likely an official seal or stamp, though its details are not clearly legible.

12. FORCE MAJEURE :-

The Parties shall not be liable for any acts which may prevent them from performing and observing the terms and conditions herein contained due to any event or circumstances or combination of events and/or circumstances beyond the control of the Parties hereto, such as, act of God including but not limited to any storm, flood, drought, lightning, earth-quake, cyclone and other natural disaster, act of war, unlawful strikes, civil war/riots, terrorists strike, any statutory authorities' unreasonable delay on approval/sanction of the said Project in Phases, denial or refusal to grant any permits and/or approvals.

The Burden of Proof as to whether or not a Force Majeure event has occurred shall be upon the party claiming that the Force Majeure event has occurred.

13. ARBITRATION :

Except as otherwise provided in this Agreement, any dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the Rules made thereunder. The Secretary, Housing Department, Government of West Bengal or any person nominated by him will act as Arbitrator. The place of arbitration shall be at Kolkata and the language of arbitration shall be English. Any decision or award of the arbitral tribunal shall be binding upon the Parties.

14. MISCELLANEOUS :

(a) The Parties hereto have entered into this Agreement purely for implementation of the said Project, the salient features whereof, are given in the DEOI and the Building Guideline provided on 29th October, 2005, hereto annexed and collectively marked as "Annexure-A", on the Mass Housing Plot, situated at AA-III, New Town, Kolkata and nothing herein contained shall be deemed to constitute as Partnership between the Parties hereto in any manner.

(b) Neither party shall assign or part with any of its rights and obligations under this agreement to any third party, without the prior approval in writing of the other party.

(c) SPCL shall have the right to sub-contract services which it is required to provide under this Agreement provided that SPCL shall not be relieved of its primary liability in so doing and provided that each party shall remain wholly liable to the other party for the acts and omissions of its sub-contractors, agent and others acting under its/their authority and any of its their employees.

(d) Both the parties on mutual consent will be at liberty to modify and upgrade any of the terms and conditions of this Agreement as and when required without prejudice to the main purpose and object of the project and generality of these present by execution of a proper Supplemental Agreement and no amendment or modification in terms of this Agreement shall be binding on any party unless reduced to writing and signed by both the parties. Notwithstanding the foregoing, the parties mutually agree to correct any manifest error found in this Agreement.

(e) This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.

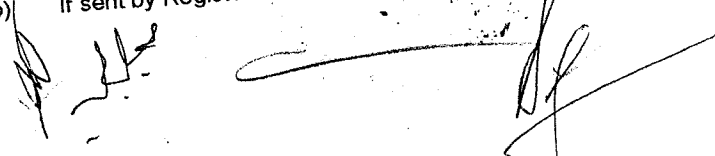
(f) Should any provision of this Agreement for any reason be declared invalid or unenforceable under the law for the time being in force such invalidity shall not affect the validity of the remaining provisions of this Agreement as if this Agreement had been executed with the invalid or unenforceable provisions thereof eliminated.

(g) SPCL and WBHIDCO shall nominate Nodal Officers for day-to-day inter-actions and liason etc., for the project.

15. NOTICES :

Any notice or other communication under this Agreement shall be in writing and in English and shall be deemed to have been duly issued and served or made in the absence of any evidence to the contrary as follows:

- (a) If sent by personal delivery, upon delivery at the address of the relevant party, mentioned above and duly acknowledged.
- (b) If sent by Registered Post with acknowledgement due.

The image shows several handwritten signatures and a long horizontal line drawn across the page. The signatures are in black ink and appear to be cursive. The horizontal line is also in black ink and spans across the width of the text area below the list.

(c) If sent by facsimile transaction, when despatch but only if the Sender's transmission report shows that the entire facsimile to have been received by the Recipient (to be confirmed in writing within 7 days).

(d) Each Party may notify to the other the change of its name, address or facsimile numbers provided that such notification shall only be effective on the dates specified in the notification or if no dates is specified, the date falling five days after notice of any change has been given.

16. **ANNEXURES :-**

HIDCO and SPCL acknowledge and agree that the Annexures will form part of this agreement provided always that if there is any repugnancy and/or inconsistency between this Agreement and the Annexures, the provisions of the Agreement will always prevail.

17. **GOVERNING LAW AND JURISDICTION :**

This Agreement and the rights and obligations under this Agreement shall be interpreted, construed and governed by the Laws of India and the Courts of Kolkata shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the Land containing an area of 150 Acres, be the same a little more or less, in two plots, bearing nos. IIIIE/1 and IIIIE/2, situated at the North of Bagjola Canal AA-III in New Town, Kolkata, Police Station Rajarhat, Registry and/or the Sub-Registry Office at Bikash Bhavan, Bidhannagar, Kolkata 700 091, within District North 24 Parganas and butted and bounded as follows :-

<u>Plot No. IIIIE/1</u>	<u>Plot No. IIIIE/2</u>
On the North: by periphery canal & path way	by 48 mtr. wide road.
On the South: by 48 mtr. wide road.	by periphery canal & path way.
On the East : by 48 mtr. wide Arterial road(NS)	by 48 mtr. wide Arterial road(NS)
On the West: by periphery canal & path way.	by periphery canal & path way.

and delineated in red border on the map or plan annexed hereto and marked as Annexure "B".

THE SECOND SCHEDULE ABOVE REFERRED TOPLOT DETAILS :

Land Use	Total Area (acres)	Maximum Ground Coverage permissible	Maximum Far permissible	Price of land (Rs.Lac per acre)	Total Price (Rs.in Crore)
Bulk plot for Mass Housing Scheme	150	35%	1.68	80	120

THE THIRD SCHEDULE ABOVE REFERRED TO

The total consideration amount should be paid in four equal half-yearly instalments or earlier, the first of such instalment of Rs.30 Crore has already been paid (after adjustment of the Earnest money) on 14th day of December, 2005, the Receipts of which has been acknowledged by HIDCO. The balance consideration amount shall be paid in the manner following:-

- On or before 08-07-2006 Rs.30 Crore.
- On or before 08-01-2007 Rs.30 Crore.
- On or before 08-07-2007 Rs.30 Crore.

In case of delay in payment of instalment, as aforesaid, delay interest @15% per annum shall be charged. However, delay in payment in respect of the 2nd instalment of the land price which was due on 08-07-2006 and since not paid, the Board of HIDCO has agreed to the remission of delay payment of interest to 10% per annum with effect from 08-07-2006 upto 24-12-2006 with no further concession.

After payment of 25% of land price as cash down, SPCL shall have to furnish the Bank Guarantee of a Indian Nationalised/Scheduled Bank to the tune of 50% in favour of HIDCO and also shall arrange for a corporate guarantee in respect of remaining 50% of the balance land price to remain valid upto the actual payment of the full price.

THE FOURTH SCHEDULE ABOVE REFERRED TO :[SOCIAL AMENITIES]

1. School and Creche.
2. Child Health Check Up Centre (to be operated by SPCL for first 10 years).
3. Mini Hospital
4. Shopping Arcade, Markets, shops.
5. Spaces earmarked for Milk Booth, Bus-stand, Auto stand, Taxi stand, Police out-post, Post Office and Transformer.
6. Club House & Community Centre (on pay and use basis).

THE FIFTH SCHEDULE ABOVE REFERRED TO :
[PRICE FOR LIG & MIG UNIT]

<u>LIG UNIT</u>			<u>MIG UNITS</u>		
<u>Year of construction</u>	<u>Units to be constructed and sold</u>	<u>Price per Unit</u>	<u>Year of Construction</u>	<u>Units to be constructed and sold</u>	<u>Price per Unit.</u>
First	1,200	2,85,000	First	800	5,70,000
Second	1,800	3,14,000	Second	1,200	6,10,000
Third	4,200	3,45,000	Third	2,800	6,53,000
Fourth	4,800	3,79,000	Fourth	3,200	6,98,000
	<u>12,000</u>			<u>8,000</u>	

The Price Schedule is subject to the following conditions and stipulations :-

1. The prices as mentioned above are maximum upper limits.

2. The price escalations in the 2nd 3rd and 4th year are subject to an independent review of construction materials/labour costs indices published by Reserve Bank of India from time to time with base date of 23-11-2005.
3. In case of successful applicants making full down payment within 60 days of offer letter, a suitable price discount is to be given.
4. Out of the extra revenue to be generated in 2nd, 3rd and 4th year due to higher prices of dwelling units the same is required to be shared with WEHIDCO @ 15% only and shall be paid before 31-03-2008, 31-03-2009 and 31-03-2010, failing which delay payment charge shall be levied ^{at} 15% per annum.

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

SIGNED AND DELIVERED for and on behalf of #
 WEST BENGAL HOUSING INFRASTRUCTURE #
 DEVELOPMENT CORPORATION LIMITED by #
 Mr. Rajendra Narayan Raychaudhuri, its Managing #
 Director, pursuant to the resolution passed by the #
 Board of Directors at its 37/38th meeting which was #
 held on the ^{29th} ~~25th~~ day of ^{December} ~~January~~, 2006 in the #
 presence of Mr. Ratneswar Ghosh, Company #
 Secretary and Mr. Aradhita Bhattacharya, its #
B.A. and Ms. A.K. Datta Roy - ABM(N)

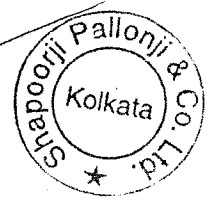
[Handwritten Signature]

R. Ray Chaudhuri
 Managing Director
 WB HICO LTD.

[Handwritten Signature]
R. GHOSH
 Company Secretary
 W. B. Housing Infrastructure
 Dev. Corpn. Ltd.

SIGNED AND DELIVERED for and on behalf of #
 SHAPOORJI PALLONJI AND COMPANY #
 LIMITED by Mr. Subir Dey, Vice President in the #
 presence of:- #

[Handwritten Signature]
 Partha Sarathi Ghosh, Adv,
 c/o, Sainsons & Morgan,
 S. N. S. Road,
 Kolkata - 700001.



[Handwritten Signature]
 c/o. SHAPOORJI PALLONJI & CO. LTD.
 686 ANANDAPUR
 KOLKATA -

