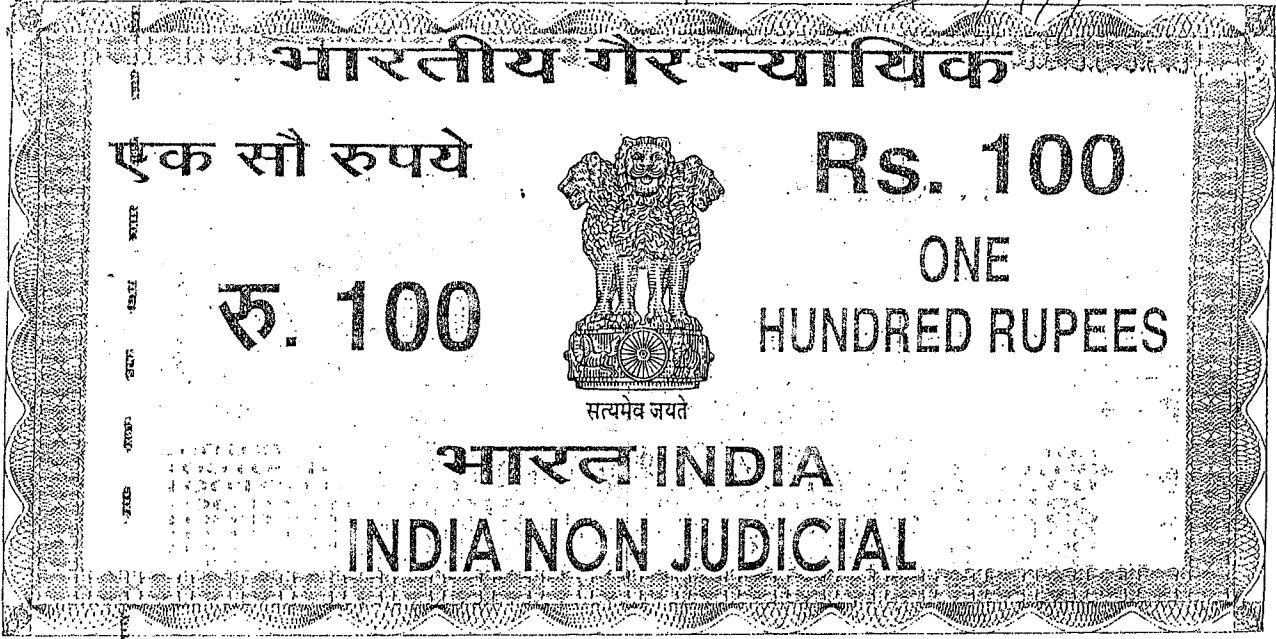


9273

ASANSOL PHASE-II

I-9677



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

F 149465

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Certified that the document is admitted to registration & endorsement sheet attached with this document is the part of this document.

Handwritten signature

Query No: 014509/2010

ASANSOL DISTRICT

10 2010
POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME We, ASANSOL DURGAPUR DEVELOPMENT AUTHORITY, a statutory body constituted by the Government of West Bengal under Section 11

Bengal Shristi Infrastructure Development Ltd.

Handwritten signature

Authorised Signatory

Two handwritten signatures


of the West Bengal Town and Country Planning (Planning & Development) Act, 1979 together with up to date amendments of the Act, having our Office at City Centre, Durgapur – 713216, District Burdwan and also at Highway Sub-Development Compound, Behind Girls College, Asansol - 713304, District: Burdwan, SEND GREETINGS

WHEREAS:

A. By an Agreement for Development dated 5th July 2004 (Development Agreement), Asansol Durgapur Development Authority (ADDA), have engaged Bengal Shristi Infrastructure Development Limited (Company) as the developer for the development of a scheme (Project), on the lands described in the Schedule thereto.

B. Subsequently by a memo no. 750/ADDA/ASL/V dated 8th November 2004, ADDA handed over possession of 74.97 Acres of land situated under different R.S. Plots under Mouza Ganrui, Gobindapur, Gopalpur and Kumarpur with in the Municipal Limits of Asansol Municipal Corporation in the District Burdwan subject to compliance and observance of the terms and conditions laid down in the Memorandum of Understanding dated 25th June 2004. A copy of the said Memo no. 750/ADDA/ASL/V dated 8th November 2004.

- C. By way of a further memo no. 451/ADDA/ASLV/133 dated 9th August 2006 ADDA has intimated to the Company that on scrutiny of the records and the survey plan being drawing no. BSIDL/AS/V/07 as submitted by the Company to the ADDA, it is being found that the actual area, which has been handed over to the Company in terms of the Development Agreement dated 5th July 2004, was 89.67 Acres in place and stead of 74.97 Acres.
- D. For uniformity and/or for conformity with the clauses as recited in the Development Agreement dated 5th July 2004, ADDA and the BSIDL have inter-alia decided to develop the entire project on the said land in phased manner and in pursuance of the aforesaid agreement, BSIDL has taken possession of the Phase 2 Land from the ADDA and for the same BSIDL has paid the agreed consideration as a premium.
- E. In terms thereof by way of a Supplemental Development Agreement dated 22.07.2010 the ADDA and the BSIDL has agreed to develop PHASE 2 plot of land more fully and particularly described under the second schedule of the said supplemental development agreement and also described hereunder and for the sake of brevity herein after referred to as the said PHASE 2 land. Copy whereof is annexed hereto and marked with Annexure "A".

- F. Now under the present pretext ADDA is further desirous of granting necessary powers and authorities to the Company inter alia for the purpose of smooth, effective and speedy development of the Project to be had upon the PHASE 2 land containing an area of 21.478 Acres, as per the terms laid down in the Development Agreement as well as the Supplemental Development Agreement.
- G. Thus under such circumstances ADDA has decided to revoke and cancel the Power of Attorney dated 12th May 2006 which has already been executed and Registered in the office A D S R , Asansol in its Book No. I being no. 3040 (P) for the year 2006, in favour of the Company in respect of 89.67 Acres of land and accordingly upon such revocation/cancellation, the authority has further decided to grant a fresh Power of Attorney in favour of the Company on the same terms and conditions as contained in the Said Agreement dated 5th July 2004 and also in the Supplemental agreement dated 27.07.2010,  in respect of the PHASE 2 land measuring 21.478 Acres.
- H. Hence it is expressly declared that the Power of Attorney dated 12th May 2006 which has already been executed by ADDA in favour of the Company on the terms of the Development Agreement dated 5th July 2004 hereby stands revoked/cancelled and henceforth the same shall be treated to be in-operative.

NOW KNOW YE BY THESE PRESENTS that we, the said ASANSOL DURGAPUR DEVELOPMENT AUTHORITY, do hereby nominate, constitute and appoint the said Bengal Shristi Infrastructure Development Limited, a Joint Sector Company having its Registered Office at Administration Building, Block No. 1, City Centre, Durgapur – 713216 also at Highway Sub-Development Compound, Behind Asansol Girls College, Asansol – 713304, District: Burdwan, as our true and lawful Attorney and Agent, in our name and on our behalf, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned hereinafter:

1. To receive permissive possession of the Land from the authority and to hold, manage and maintain such permissive possession for the purpose of execution of the development scheme and/or construction of the project in accordance with the terms and conditions contained in the Development Agreement.
2. To enter into hold and defend permissive possession of the Kanyapur, Asansol Land and every part thereof and also to manage maintain and administer the Kanyapur, Asansol Land and all buildings and constructions to be constructed thereon and every part thereof.

3. To have the said Land developed by construction and development of the project as per the Scheme and other infrastructural facilities and/or structures thereon in accordance with the approved plan and for the said purpose, to do soil testing, excavation and all other works.
4. To raise necessary finance for execution of the Project including finance from HUDCO and such other authority or authorities for development of the Land by construction of the Complex and for that purpose, with prior written approval of the Asansol Durgapur Development Authority, to create mortgage or any other lien over the Land and/or the Complex in favour of HUDCO, financial institutions and/or Banks and/or other bodies, provided however that the Company shall repay such liabilities at the earliest opportunity and shall at all times keep us saved and harmless against any claims, loss or damages that the authority may have to face in relation to or arising out of such mortgage.
5. To appear before all the necessary authorities, including Asansol Municipal Corporation, Fire Brigade, Competent courts and Police, in connection with the execution of the Scheme and construction of the said Project.

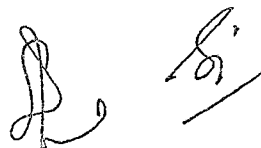
6. To apply for and obtain such permissions, as be necessary for obtaining steel, cement, bricks and other construction and building materials and construction equipment and to appoint contractors and/or sub-contractors for the purpose of construction of the said Project.
7. To apply for and obtain electricity, water, gas, sewage and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the Municipality and/or other authorities.
8. To warn off and prohibit any trespasser on the Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise.
9. To negotiate for lease^s and/or allotment of the developed plots and structures of various descriptions or portions thereof together with the rights appurtenant thereto and to enter into agreements, with such purchasers and/or other persons for this purpose containing such provisions and within the framework of the covenants as provided for in the Said Agreement and to receive earnest moneys and/or part and/or full premium/consideration there under and also to fulfill and enforce mutual obligations there under.

10. To sign, execute, enter into, modify, cancel, alter, draw and approve agreements and/or admit the execution thereof and get such documents duly registered and all papers, documents, contracts, agreements, declarations, affidavit, applications, returns, confirmations, consents and other documents as may in any way be required to be so done for and in connection with the development and provisional allotment of the land or any part thereof and/or premises/unit to receive premium/consideration, rents, service charges, taxes and other amounts therefore and grant valid receipt and discharges for the same. The authority will execute and register lease deed/all necessary documents for leasehold interest of the said land/unit/premises.
11. To appear before Notary Publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other Officer or Officers and authority or authorities as contained herein and/or as provided in the said agreement.
12. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including arbitration proceedings and demands, touching any of the matters aforesaid and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited

in any such action or proceedings as aforesaid, before any Court, Civil, Criminal or Revenue, including Rent Controller and Small Cases Court in connection with the development scheme and/or construction of the project as provided in the said agreement particularly to protect and safeguard the interest of Asansol Durgapur Development Authority and to sign all Vakalatnamas, plaints, petition memos to appeal and/or appeals and other paper and documents in this regards.

13. To accept notices and service of papers from any Court, Tribunal, Postal and/or other authorities and/or persons.
14. To receive and pay and/or deposit all moneys, including Court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof.
15. After execution of the scheme and construction of the Project, to sign and submit all papers, applications and documents for having the separation, amalgamation and mutation done in all public records and with all authorities and/or persons, including, the Municipality and if necessary, to deal with such authority and authorities in respect of the land, and if necessary, to deal with such authority and authorities in any manner, to have such separation, amalgamation and mutation effected.

16. To engage and appoint Architects and Consultants, cause preparations of Building Plans, appear before the Municipality and other authorities and Government Departments and/or Officers and also all other State, Executive, Judicial or Quasi-judicial, Municipal and other authorities and also all Courts and Tribunals, for all matters connected with the development and construction of the said Project and/or other buildings on the Land and connections of utilities and in connection therewith, to sign all papers and documents in this regard.
17. To pay all outgoing, including Municipal Tax, Rent, Revenue and other charges whatsoever, payable for and on account of the said Land and receive refunds and other moneys, including compensation of any nature and to grant valid receipt and/or discharge therefore.
18. To give undertakings, assurance and indemnities, as be required for the purposes aforesaid.
19. To appear and represent the Authority before all authorities, make commitments and give undertakings as be required for all or any of the purposes herein contained.



20. And to grant JOC to the individual allottees for the purpose of obtaining of housing and/or commercial loan from the institutions and banks and/or any other authorities for the purpose of obtaining of units in the said project.
21. That this Power of Attorney will automatically cease to operate after completion of the project in all respect.
22. The Power hereby granted by the authority is specifically for the purpose of development of the land scheduled herein below and/or in terms of the Memo of Understanding entered into by and between the parties on 25th June 2004.

AND we do hereby ratify and confirm and agree to ratify and confirm all and whatsoever our said Attorney shall lawfully do or cause to be done in or about the aforesaid premises, so long as the Development Agreement and the Supplemental Development Agreement is valid and subsisting.

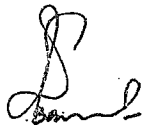
THE SCHEDULE

(PHASE 2 LAND)

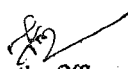
ALL THAT piece and parcel of land measuring 21.478 Acres approximately more or less contained in Plot No. 1709 (P), 1711, 1712 (P), 1713, 1714, 1715, 1716, 1717, 1718, 1719 (P), 1720 (P), 1721 (P), 1977, 1978 of Mouza- Ganrui J.L.No. 12 and Plot no. 389 (P), 391 (P), 390 (P), of Mouza : Gobindapur J.L.No. 18 all plots under Police Station - Asansol (North & South), Sub-Registry Office: Asansol, District: Burdwan within the jurisdiction of Asansol Municipal Corporation.

IN WITNESS WHEREOF, we have executed these presents on
this 9th day of Sept 2010.

SIGNED AND DELIVERED by the
Chief Executive Officer, Asansol
Durgapur Development Authority,
for and on behalf of Asansol
Durgapur Development Authority at
Durgapur in presence of:


Chief Executive Officer
Asansol Durgapur Development Authority
& Special Officer Urban Dev.
T & C. P. (Dept.) Govt. of W.B.

1.


Asst. Executive Officer
Asansol Durgapur Development Authority
Asansol

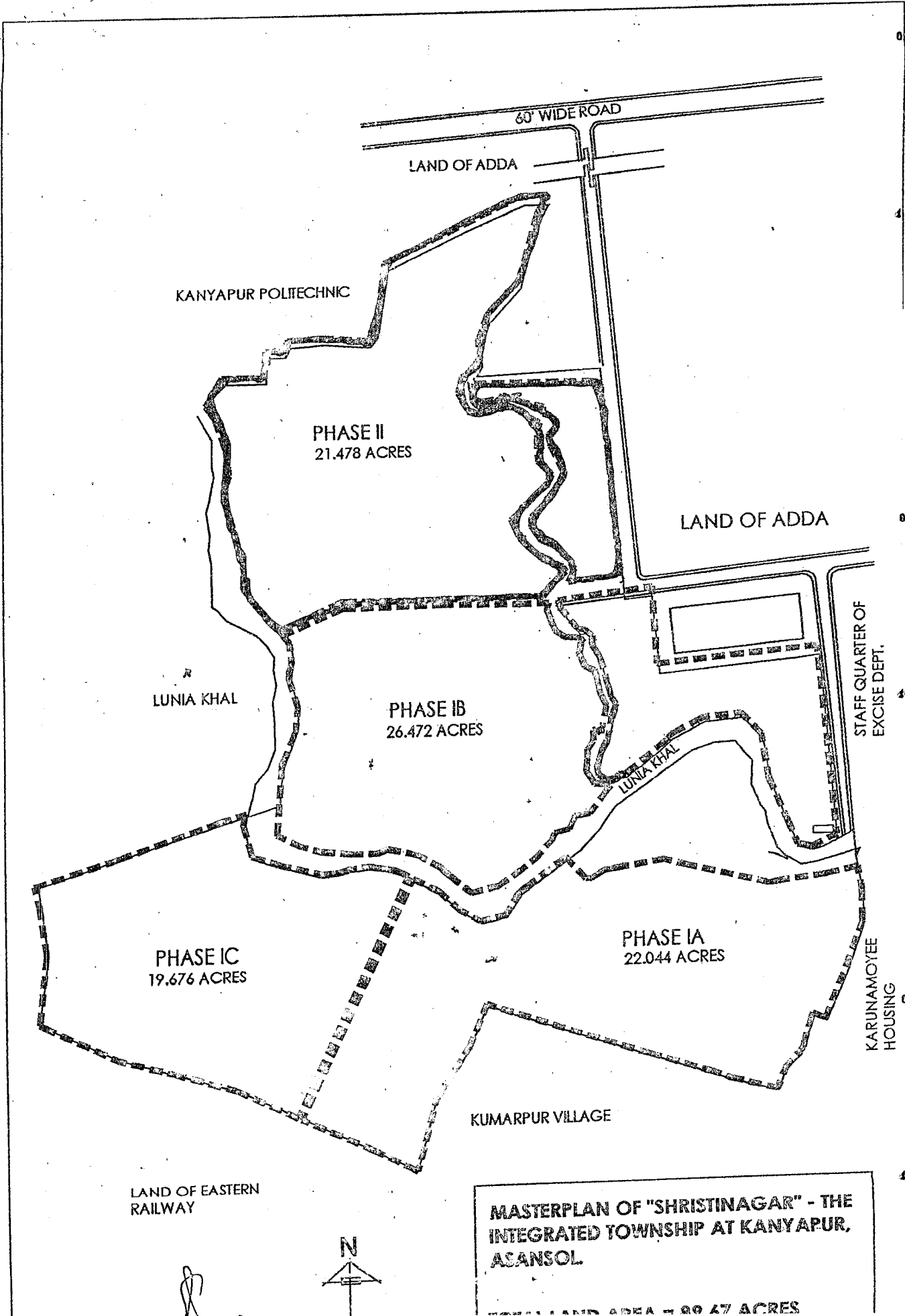
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OSD (Urban)
ADDA, Asansol

ACCEPTED

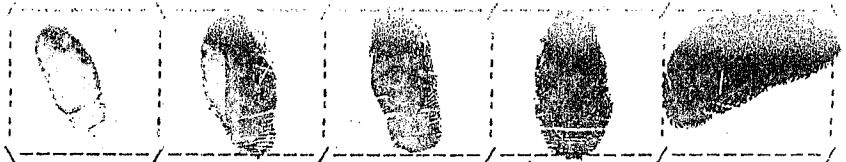
For, Bengal Shristi Infrastructure Development Limited


(SUNIL JHA)
(Authorized Signatory)

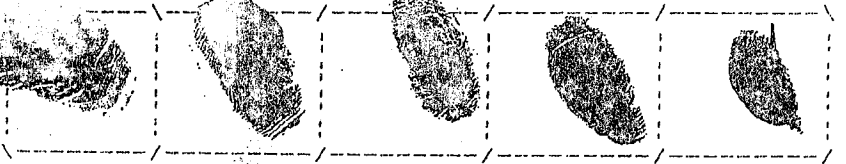


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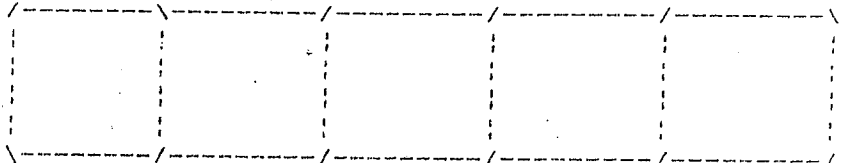
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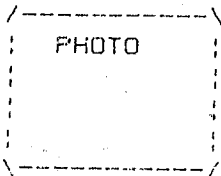
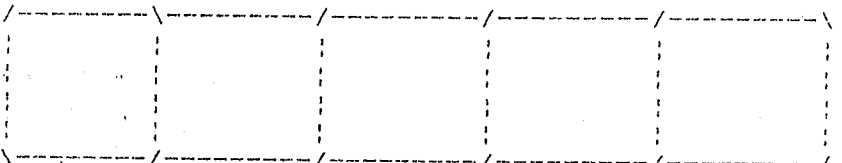
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(SUNIL JHA)

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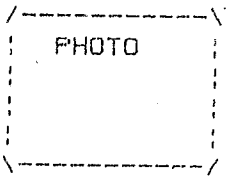
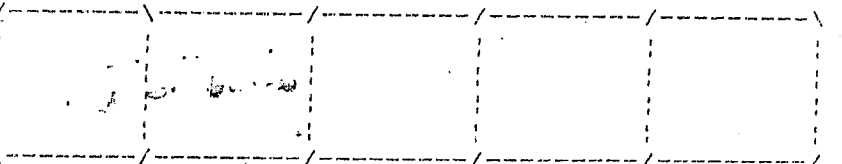
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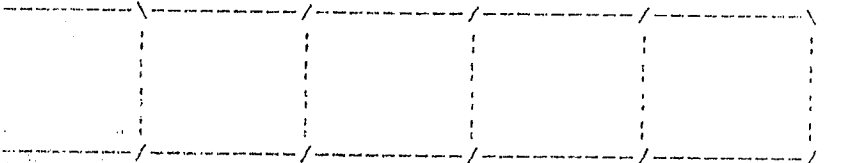
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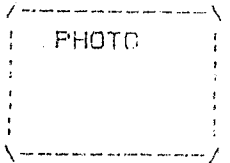
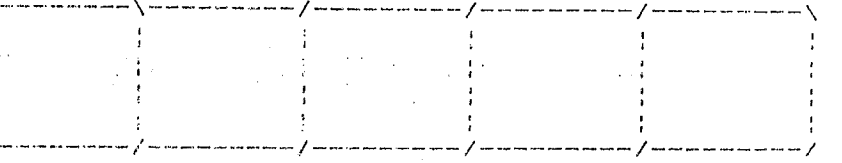
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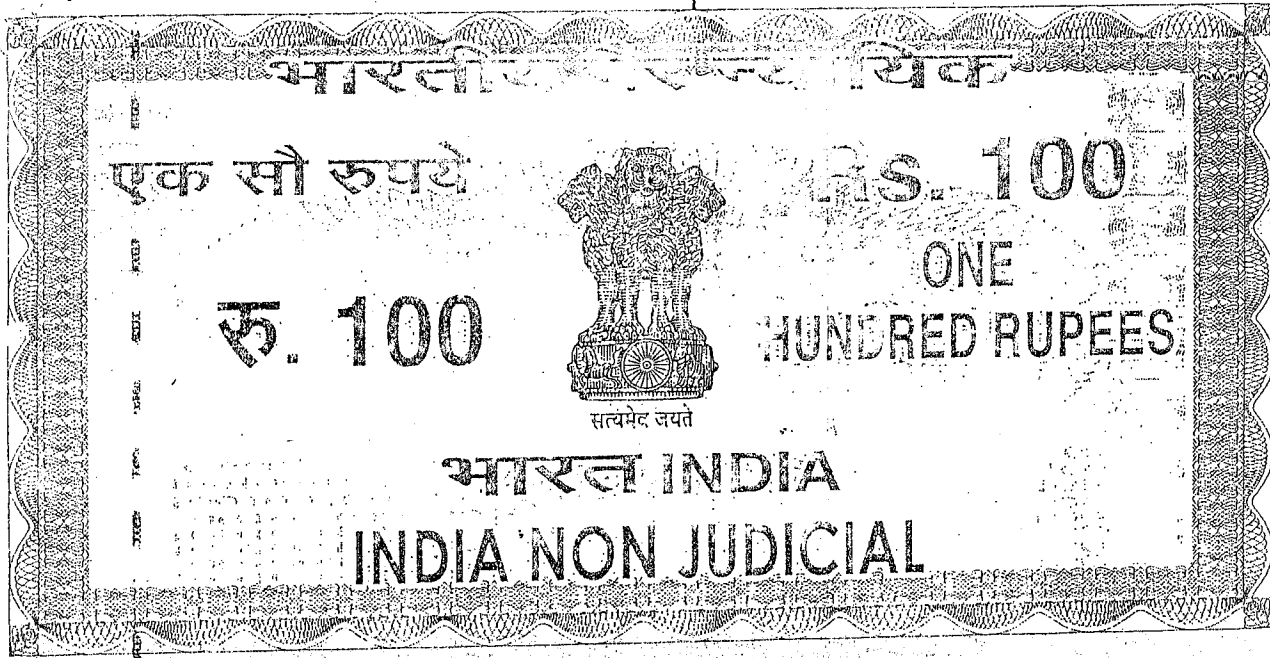


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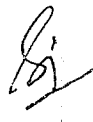


पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

F 149466

SUPPLEMENTAL DEVELOPMENT AGREEMENT

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT made this 21th day of July, 2010 of the year Two Thousand and ten BETWEEN ASANSOL DURGAPUR DEVELOPMENT AUTHORITY, a statutory body constituted by the Government of West under Section 11 of the West Bengal Town and Country Planning (Planning & Development Act, 1979, having its office at City Centre, Durgapur - 713 216; District Burdwan and also at Near Highway Sub-divisional Compound, Behind Girls' College, Asansol - 713304, District: Burdwan, hereinafter referred to as "ADDA" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-interest and/or assigns) of the ONE PART

AND

BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LIMITED, a Joint Sector Company registered under the Companies Act, 1956, having its registered office at Administration Building, Block No.I, City Centre, Durgapur – 713 216, District Burdwan, hereinafter referred to as "the COMPANY" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-interest and/or assigns) of the OTHER PART:

WHEREAS:

- A. A Memorandum of Understanding dated 17th August 2000 followed by an agreement dated 11th December 2000 ADDA and Shristi Infrastructure Development Corporation Limited inter-alia agreed that a joint sector company would be promoted for the purpose of undertaking of development of projects on the terms and conditions morefully and particularly described in the said MOU.
- B. On 13th August 2002 the Hon'ble Minister In Charge, Urban Development Department directed all Development Authorities, including ADDA to follow joint venture agreement between Calcutta Metropolitan Development Authority and United Credit Belani Group, as the uniform model of public-private partnership. ADDA's approved the same in its board meeting dated 30th September 2002 and was further agreed to execute joint venture agreement with Shristi.
- C. In terms thereof, a Memorandum of Understanding dated 25th June 2004 inter-alia entered into on the terms and conditions morefully and particularly described in the said MOU.
- D. By a Memorandum of Understanding (MOU) dated 25th June 2004 ADDA has agreed to appoint Bengal Shristi Infrastructure Development Limited as a developer on the terms conditions and stipulations

properties described in the schedule 'I' in the Part – I (City Centre Land), Part-II (Kanyapur Land) and Part – III (Mangalpur Land).

- E. By an Agreement for Development dated 5th July 2004 the said ADDA have engaged Bengal Shristi Infrastructure Development Limited (Company) as the developer for the development of a scheme (Project), on the lands described in the Schedule thereto. Copy whereof is annexed hereto and marked with Annexure "A".
- F. Subsequently by a memo no. 750/ADDA/ASLV dated 8th November 2004, ADDA handed over possession of 74.97 Acres of land situated under different R.S. Plots under Mouza Ganrui, Gobindapur, Gopalpur and Kumarpur with in the Municipal Limits of Asansol Municipal Corporation in the District Burdwan subject to compliance and observance of the terms and conditions laid down in the Memorandum of Understanding dated 25th June 2004.
- G. By way of a further memo no. 451/ADDA/ASLV/133 dated 9th August 2005 ADDA has intimated to the Company that on scrutiny of the records and the survey plan being drawing no. BSIDL/ASN/01 as submitted by the Company to the ADDA, it is being found that the actual area, which has been handed over to the Company in terms of the Development Agreement dated 5th July 2004, was 89.67 Acres in place and stead of 74.97 Acres. The entire land schedule as referred in the said memo is described hereinafter in the First Schedule and hereinafter referred to as the entire land.
- H. In terms thereof the company vide its letter dated 13th September 2005 agreed to deposited the value of the additional land towards their share for the 14.58 acres of land as demanded under the memo as referred in Para G herein above.
- I. For uniformity and/or for conformity with the clauses as recited in the Development Agreement dated 5th July 2004 and memo no. 451/ADDA/ASLV/133 dated 9th August 2005, and for easy mode of constructional operation in phase wise manner the parties hereto have decided to enter into this Supplemental Development agreement for the

Schedule and morefully and particularly described in the map or plan annexed hereto.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Development to be made under the aforesaid Development Agreement in phased manner and for the time being the parties have agreed to develop the phase one containing an area of 21.478 (twenty one point four seven eight) acres 'hereinafter referred to as the said Land' as morefully and particularly described in the Second Schedule hereunder written out of the said entire piece and parcel of land containing an area of 89.67 Acres of Land as handed over to Bengal Shristi Infrastructure Development Limited in Mouza Ganrui, Gobindapur , Gopalpur and Kumarpur with in the Municipal Limits of Asansol Municipal Corporation in the District Burdwan.
2. That all other terms and conditions for Development of the properties as agreed upon by and between the parties under the aforesaid documents will apply in respect of the said land and Bengal Shristi Infrastructure Development Limited will develop the said property in its entirety and shall be used for erecting building for setting up Developed plots, Group housing, Bungalows, commercial residential and other complex as mutually agreed upon between the parties hereto on different occasions.
3. That for the purpose of development the parties hereto have taken out the phase one land as described under the Second schedule out of the entire piece and parcel of land and balance land shall be developed in phases manner as decided by and between the parties hereto on the same terms and conditions as morefully described in the development agreement dated 5th July 2004.

FIRST SCHEDULE OF THE ENTIRE LAND TO :

ALL THAT piece and parcel of land measuring 89.67 Acres approximately more or less contained in Plot Nos. 1709 (P), 1711, 1712(P), 1713 to 1728, 1977 and 1978 in Mouza – Ganrui J.L. No.12, and Plot Nos. 389(P), 391(P), 392(P), 388 (P), 395 (P) and 396 in Mouza – Gobindapur , J.L.No. 18, and Plot Nos. 368 Mouza – Gopalpur J.L.No.10 and Plot Nos. 3 to 5 , 7, 7/519, 7/520, 7/521, 7/522, 7/523, 7/524, 7/525, 7/526, 7/527, 8 to 11 12 (P), 13(P), 15 (P), 16 (P), 17 (P), 18 (P), 19, 19/390, 19/393, 19/394, 19/395, 19/396, 19/397(P), 19/399, 20 20/402, 21 (P), 46 (P), 117 (P), 118 to 121, 121/465, 122, 123 (P) Mouza- Kumarpur J.L.No. 19 all plots under Police Station - Asansol (North & South), Sub-Registry Office: Asansol, District: Burdwan within the jurisdiction of Asansol Municipal Corporation and butted and bounded as follows:

ON THE NORTH	Partly by Mouza Kanayapur and Partly by Polytechnic College
ON THE SOUTH	Partly by Lower Kumarpur , Kumarpur and Railway track
ON THE EAST	Partly By DAV School, Upper Kumarpur and Karunamoyi Hosuing Society
ON THE WEST	By Village Garui

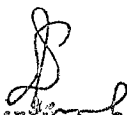
SECOND SCHEDULE

(PHASE 2 Land)


ALL THAT piece and parcel of land measuring 21.478 Acres approximately more or less contained in Plot No. 1709(P), 1711, 1712(P) , 1713, 1714,1715, 1716, 1717, 1718, 1719(P), 1720 (P), 1721(P), 1977,1978 of Mouza- Ganrui J.L.No. 12 and Plot no. 389 (P), 391(P), 388 (P) of Mouza : Gobindapur J.L.No. 18 all plots under Police Station Asansol (North & South), Sub-Registry Office: Asansol, District: Burdwan within the jurisdiction of Asansol Municipal Corporation.

IN WITNESS WHEREOF THE PARTIES HERETO AND THEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEALS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED by the Chief Executive Officer, Asansol Durgapur Development Authority, for and on behalf of Asansol Durgapur Development Authority at Durgapur in presence of:


Chief Executive Officer
Asansol Durgapur Development Authority
& Special Officer Urban Dev.
T & C. P. (Dept.) Govt. of W.B.

1.


Asst. Executive Officer
Asansol Durgapur Development Authority
Asansol

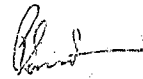
2.

SIGNED AND DELIVERED by Mr. Sunil Jha, Chief Executive Officer and authorized signatory of, Bengal Shristi Infrastructure Development Limited, for and on behalf of Bengal Shristi Infrastructure Development Limited at Durgapur in presence of:

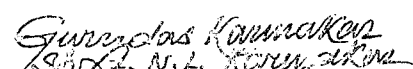
BENGAL SHRISTI INFRASTRUCTURE DEVELOPMENT LIMITED


SUNIL JHA
Authorised Signatory

1.


OSD (Land)
ADDA, Asansol

2.


Gurusadas Karmacharya
9502, N.L. Karmacharya
216, A.T.C. Road
Kolkata-700017