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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 894344

certified that the document is admitted &  
 registered. The signature sheet/cover  
 of the document/cover/cover's attached  
 with this document is the part of the  
 document.

Additional District Sub-Registrar  
 Calcutta, New Town, North 24 Parganas

Additional District Sub-Registrar  
 Calcutta, New Town, North 24 Parganas

13 APR 2013

**THIS SUPPLEMENTARY AGREEMENT** is made at Kolkata this 13<sup>th</sup> day of APRIL  
 Two thousand thirteen **BETWEEN WEST BENGAL HOUSING INFRASTRUCTURE  
 DEVELOPMENT CORPORATION LIMITED**, a Government of West Bengal Company  
 incorporated under the Companies Act, 1956 (Act of 1956) and the Planning Authority as

Ravi Gupta  
 [Handwritten signature]

appointed by the State Government vide order No.1490-H1/HG/NTP/1M-1/98 dated 14<sup>th</sup> September, 1999 in respect of the Planning Area declared as such under Notification No.1423/HG/NTP/1M-1/98 dated 27<sup>th</sup> August, 1999, having Registered Office at "HIDCO BHABAN", 35-1111, Major Arterial Road, 3<sup>rd</sup> Rotary, Kolkata-700156, (hereinafter referred to as "**WBHIDCO Limited**")/"**HIDCO**" which terms 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 **First Part**;

**AND**

**SHAPOORJI PALLONJI AND COMPANY LIMITED**, a Public Company within the meaning of the Companies Act, 1956 having its Registered Office at 70, Nagindas Master Road, Fort, Mumbai-400 023 and also having its Administrative Office at "S.P. Centre" 41/44, Minoo Desai Marg, Colaba, Mumbai-400 005 and also having one of its branches at "Mira Tower", 8<sup>th</sup> Floor, DN-27, Sector-V, Salt Lake, Kolkata-700091 (hereinafter referred to as "**the First Confirming Party**")/"**SPCL**" which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its subsidiaries, associates, executors, administrators, assigns and successors) of the **Second Part**;

**AND**

**BENGAL SHAPOORJI HOUSING DEVELOPMENT PRIVATE LIMITED**, a Private Company within the meaning of Companies Act, 1956 having its Registered Office at 70, Nagindas Master Road, Fort Mumbai-400 023 and also having one of its branches at, Mira Tower, 8<sup>th</sup> Floor, DN-27, Sector-V, Salt Lake, Kolkata-700091 (hereinafter referred to as "**BSHDPL**")/"**The Developer**" which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its subsidiaries, associates, assigns and successors), of the **Third Part**;

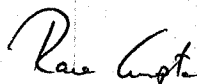


**AND**

**BENGAL SHAPOORJI DEVELOPERS PRIVATE LIMITED**, a Private Company within the meaning of the Companies Act, 1956, having its Registered Office at 70, Nagindas Master Road, Fort, Mumbai-400023 and also having one of its branches at Mira Tower, 8<sup>th</sup> Floor, DN-27, Sector-V, Salt Lake, Kolkata-700091 (hereinafter referred to as "**the Second Confirming Party**")/"**BSDPL**" 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 assigns) of the **Fourth Part**.

*Ravi Gupta*      *Arjun*      *W*

**WHEREAS:-**

1. By the Principal Agreement dated 7<sup>th</sup> March, 2007 made between WBHIDCO Limited of the one part and SPCL of the other part, registered at the office of the Additional District Sub-Registrar, Bidhan Nagar and recorded in Book No.1, Volume No.108, Pages 85 to 144, Being Deed No.1838 for the year 2007 (hereinafter referred to as the "**Principal Agreement**"), WBHIDCO accepted and SPCL as the Developer agreed to promote and develop 150 Acres of land in Action Area-III, New Town, Kolkata, (hereinafter referred to as "Mass Housing Plot") situated to the north of Bagjola Canal, which was allotted to SPCL for construction thereon 20,000 dwelling units for Lower Income Group(LIG) and Middle Income Group(MIG) in the proportion of 60:40 along with physical and social amenities for new habitans on the terms, conditions, stipulations, provisions and for the consideration therein mentioned.
2. Upon payment of the full consideration amount as mentioned in the Principal Agreement SPCL and/or BSHDPL took possession of the said Mass Housing Plot from WBHIDCO for the purpose of construction thereon 20,000 dwelling Units consisting of 12,000 dwelling Units for LIG and 8,000 dwelling Units for MIG (hereinafter referred to as "**the Mass Housing Project**"/"**the Mass Housing Scheme**").
3. SPCL nominated its associate BSHDPL to construct the Mass Housing Project at the aforesaid Mass Housing Plot. The said nomination was agreed and approved by WBHIDCO by its letter No.M-1739/HIDCO/Admn-867/2005 dated 13<sup>th</sup> April, 2007. In terms of the said letter the clauses/terms and conditions of the Development Agreement would continue to be binding on the Confirming Party and BSHDPL jointly and severally.
4. By virtue of the Principal Agreement and pursuant to SPCL's nomination which was consented and agreed by WBHIDCO, BSHDPL started construction of dwelling units pertaining to the Mass Housing Project named SP-Shukhobrishti and for better convenience, the Block consisting of MIG Units is named as "**SPARSH Block**" and the block consisting of LIG Units is named as "**SPANDAN Block**". BSHDPL in the meantime has undertaken/completed construction of 3538 LIG dwelling Units pertaining to SPANDAN Block and 3840 MIG dwelling Units pertaining to SPARSH Block and the said two blocks are further sub-divided into different clusters for better administration. SPANDAN block consists of various Ground + four storied buildings with walk-up stair cases and 2 wheeler/4 wheeler parking spaces on the ground level and SPARSH block consists of various Ground +14 storied buildings with walk-up stair case and lift facility together with 2 wheeler and 4 wheeler parking spaces on the ground level.

5. All the buildings and/or Apartments as mentioned in the above para, have been undertaken for construction as per the Master layout plan of the Mass Housing Project as also the building Plans for construction of the building on the Mass Housing Plot which has already been sanctioned by the Appropriate/Concerned Authority.

6. The principal terms and conditions of the Principal Agreement dated 7<sup>th</sup> March, 2007 are as follows:-

(a) The construction of the Apartments/dwelling Units is to be completed in a phase-wise manner during the period of four years from the delivery of possessions of the land or from the date of sanction of the plan and/or revised plan as the case may be.

(b) The prices of LIG Units and MIG Units should be as per Fifth Schedule to the Principal Agreement. Out of the extra revenue generated by BSHDPL in 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> year due to higher prices of dwelling units over the 1<sup>st</sup> year price, the same would be shared with WBHIDCO to the extent of 15% only.

(c) WBHIDCO shall at his own risk and expenses settle all disputes and claims, if any, regarding WBHIDCO's right title and interest in respect of the Mass Housing plot and should ensure that the same should not in any manner impede the implementation of the agreement and to that extent WBHIDCO should keep BSHDPL indemnified and harmless.

(d) WBHIDCO would provide phase-wise peripheral services including approach road, the peripheral water supply, storm water, drainage, sewerage etc. to support the Mass Housing Scheme.

(e) WBHIDCO should in all possible ways facilitate the development of the Mass Housing project in the matter of obtaining all necessary permits, licenses, and other statutory sanctions from appropriate authorities like Municipal Authority, New Town Electric Supply Company Limited/ West Bengal State Electricity Board, pollution Control Board, Environment Department, Directorate of Fire Service etc for construction of the dwelling units on the mass housing plot provided however BSHDPL and/or its subsidiaries and/or its associates shall bear the entire costs including incidental charges for obtaining such permission and/or sanction.

(f) The Developer/BSHDPL should invite applications from eligible persons belonging to monthly household income category upto Rs.9000/- in case of LIG and upto Rs.18,000/- in case of MIG.

(g) The Developer to submit a total Master Plan for the development in phases complying to the provisions of Detailed Expression of Interest (DEOI) and in general the building guidelines/ regulations.

(h) The Developer at its own costs and expenses should cause the building plan and/or the revised plan to be prepared and submitted to the appropriate authority for necessary sanction and pay the prescribed rate of fees for the sanction of building plan to the appropriate authority on demand.

Ravi Gupta

h.c.

SP

(i) In case either of the parties to the agreement is confronted with the 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 years, the parties reserve their right to resolve such impediment in the interest of the project by entering into a supplementary agreement without prejudice to the respective rights and responsibilities under the said Principal Agreement.

(j) The developer shall be entitled to assign and transfer its right, title, interest, benefits and obligations under the Principal Agreement to and in favour of any of its wholly owned subsidiaries without any further approval or permission from WBHIDCO.

(k) Both the parties on mutual consent will be at liberty to modify and upgrade any of the terms and conditions of the Principal Agreement as and when required without prejudice to the main purpose and object by execution of a proper supplementary agreement and no amendment and/or modification in terms of principal agreement shall be binding on any party unless reduced in writing and signed by both the parties.

(l) Except as otherwise provided in the Development Agreement, any dispute shall be referred to and finally resolved in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The Secretary, Housing Department, Government of West Bengal (GOWB) or any person nominated by him will act as Arbitrator. Any decision or award of the arbitral tribunal shall be binding upon the parties.

7. During execution of the project work under the said Principal Agreement, BSHDPL faced various hindrances but has been able to start construction work of 3538 LIG dwelling units and 3840 MIG dwelling units only part of which have been already allotted and/or transferred to the end users till date.

8. During execution of the project work under the said Principal Agreement various disputes and differences arose between the parties, namely, WBHIDCO and SPCL/BSHDPL, inter alia, relating to the delay in implementing the terms of the said Principal Agreement due to lack of infrastructure, hindrances and obstructions etc faced by BSHDPL. The said disputes were referred to the Secretary, Housing Department, Government of West Bengal under clause 13 of the Principal Agreement and the Secretary, Housing Department, Government of West Bengal referred the dispute to the Hon'ble Mr. Justice Pradipta Ray, as the sole arbitrator for adjudication. Accordingly reference was made by The Secretary, Housing Dept, Government of West Bengal being the appointing authority at the instance of both WBHIDCO and SPCL/BSHDPL for itself and on behalf of BSHDPL.

Ran Gupta      Hui      J

9. The Learned Arbitrator made and published his award on 25<sup>th</sup> March, 2011, which inter-alia provides as under:-

- A. HIDCO will provide remaining peripheral infrastructural facilities like road access, supply of power, main water supply, peripheral drainage, excavation of drainage canal etc. as promised in the Development Agreement dated March 7, 2007 by March 31, 2012.
- B. HIDCO will resolve and give required positive support to the claimant for resolving title disputes over some disputed plots within Mass Housing Project Area of 150 acres and at some points of the drainage canal by March 31, 2012.
- C. HIDCO will revise the mix of the Mass Housing Project by permitting the BSHDPL/SPCL to construct 8000 dwelling units for LIG, 8000 dwelling units for MIG (Lower) and 4000 bigger dwelling units for MIG (Upper) on project area of 150 acres and also revise income eligibility criteria as per Housing Department's circular.
- D. In the Mass Housing Project Area price of the dwelling units to be launched in 2011 will be fixed at the rates per square feet deduced from the price prescribed by the Housing Department by its circular dated September 6, 2010 on actual plinth area of dwelling units. SPCL/BSHDPL will be permitted to escalate the price @ 10% per calendar year from 2012 onwards upto March 31, 2016.
- E. The Developer, i.e., the Claimant will launch, construct and sell new dwelling units under the revised Mass Housing Scheme in phases as proposed in the schedule mentioned in paragraph 62K of the Award (year-wise launch schedule of balance flats in the mass housing project). The Developer will not be entitled to reduce the number of dwelling units to be launched in a particular year under the said schedule without written consent or permission from the appropriate authority of HIDCO.
- F. Remaining unsold dwelling units already constructed and launched will be sold at prices prescribed for 4<sup>th</sup> year in the 5<sup>th</sup> schedule of the Principal Agreement.
- G. HIDCO will not charge any sanction fee for sanctioning any further or new plan in Mass Housing Project Area of 150 Acres.
- H. HIDCO will not claim any share out of price for dwelling units to be launched from 2011 to March 31, 2016.
- I. HIDCO will suitably change Floor Area Ratio (FAR) within permissible limit for enabling claimant to construct dwelling units according to revised Mix.
- J. HIDCO and the Developer will execute a proper supplemental Agreement incorporating revised Mix, new prices for dwelling units to be constructed and sold from 2011 upto March 31, 2016 under Mass Housing Project/ Scheme, and other changes as required under this Award, as early as possible without any delay, preferably within 3 weeks from the date of publication of this Award.

*Ran Gupta* *me* *W*

- K. The Claimant, i.e., BSHDPL/the Developer, will give up/surrender 30 acres out of allotted 50 acres of commercial plot in Action Area III in exchange of 10 acres of residential land on an existing Major Arterial Road and 10 acres of land in Central Business District.
- L. HIDCO and the Claimant (BSHDPL/the Developer) will execute necessary Deed of Exchange exchanging aforesaid 20 acres of land [ 10 acres on MAR and 10 acres in CBD area] with 30 acres of allotted commercial land as early as possible preferably within 3 weeks from the date of publication of the Award.

10. The parties, in the interest of the Project, have decided to take necessary steps/action for smooth, faster and successful implementation of the Mass Housing Projects. The parties have agreed to implement certain clauses of the said Award under present circumstances and conditions and alter certain other clauses of the aforesaid Award.

11. The Parties hereto have agreed to execute a Supplementary Agreement being these presents in the manner, hereinafter appearing.

**NOW THIS SUPPLEMENTARY AGREEMENT WITNESSTH** and it is hereby agreed and declared by and between the parties hereto as follows:-

I. It is agreed and declared that the recitals contained above shall constitute also as an operative and integral part of this Supplementary Agreement as if the same were specifically set out herein and incorporated verbatim except those which has been mutually settled by both the Parties.

II. Certain terms and conditions of the Principal Agreement dated 7<sup>th</sup> March, 2007 executed by and between the Parties and the said Award of Hon'ble Mr. Justice Pradipta Ray dated 25<sup>th</sup> March, 2011 shall stand revised and modified to the extent as under.

III. In terms of the Award, WBHIDCO has agreed to and will provide remaining peripheral infrastructure facilities like access road, main water supply, peripheral sewerage, drainage, streetlight, excavation of drainage canal etc. as agreed to be provided by WBHIDCO in the Principal Agreement and WBHIDCO will put all necessary efforts to provide the required infrastructure within a reasonable period. The aforesaid facilities are required at construction phase and are critical once the buildings are ready for delivery. Therefore, completion of the buildings while the facilities are not available would prove counterproductive and would adversely affect the interests of SPCL/BSHDPL as also the residents of those buildings. The time available to SPCL/BSHDPL to fulfill their responsibilities in terms of the Agreement shall also stand extended to allow for the lack of progress or slow progress of construction which has been brought in line with the estimated date of delivery of the facilities based on the ground realities.

*Ravi Gupta* *huc* *W*

IV. WBHIDCO will resolve, at its own risk, cost and expenses, the title disputes over some disputed portions/Dag numbers and any other similar future disputes within Mass Housing Project Plot and at some point of the drainage canal within a reasonable period. All delays caused as a result of the aforesaid resulting in a slow progress of construction or rescheduling of phases will be allowed to SPCL/BSHDPL as a permissible delay and will extend their delivery date accordingly.

V. In modification of the Principal Agreement and the said Award, the Parties hereto have agreed that the revision of the Mix of the Mass Housing Project to be constructed by BSHDPL on the Mass Housing Plot will be as follows:-

- (a) 10444 dwelling Units for LIG, each having minimum plinth area of 400 Square feet a little more or less or thereabouts;
- (b) 3,840 dwelling Units for MIG (Lower), each having minimum plinth area of 600 Square feet a little more or less or thereabouts;
- (c) 5716 dwelling Units for MIG (Upper), each having minimum plinth area of 800 Square feet a little more or less or thereabouts;

VI. In modification of the Principal Agreement and the said Award, the revised income eligibility criteria of the applicant for Flat/Apartment/Unit in the Mass Housing Project will be in accordance with the Circular No.498 (21)-H1/1M-2/2007 dated 6<sup>th</sup> September, 2010 published by the Housing Department as revised and/or to be published from time to time. The Parties hereto have agreed that presently the revised income eligibility criteria of the applicant will be as set out in the **First Schedule** hereunder written and be subject to revision, as aforesaid.

VII. BSHDPL, the Developer will launch, construct and sell the new 12,622 dwelling units under the revised Mass Housing Scheme in phases as mentioned in the **Second Schedule** hereunder written.

VIII. BSHDPL will not be entitled to reduce the number of the dwelling units to be launched in a particular year under the **Second Schedule** hereunder written without the prior written consent or permission from the appropriate authority of WBHIDCO.

*Rana Gupta* *MS*



IX. In modification of the Principal Agreement, the price of the dwelling units in the Mass Housing Project to be launched by BSHDPL from 2013 onwards will be determined and/or calculated at the rate per sq.ft of the Plinth area as deduced from the sale price as prescribed by the Circular No.498(21)-H1/1M-2/2007 dated 6<sup>th</sup> September, 2010 published by the Department of Housing, PW(LA), Government of West Bengal, with sale price escalation @ 10% per calendar year from 2012 onwards up to the year of launching as stated in the Second Schedule appended herewith. The Governing Price for 2012 are Rs.4.51 Lacs, Rs.10.12 Lacs and Rs.16.5 Lacs for LIG, MIG(L) and MIG(U) categories respectively. The price of flats or apartments based on the above methodology for the year 2013 will be Rs.4.96 lacs for LIG, Rs.11.13 lacs for MIG(L) and Rs.18.15 lacs for MIG(U) calculated as per the minimum plinth area as prescribed in the circular and as mentioned in the First Schedule herein under. Thereafter the prices of the Flats/Apartments/Units will be increased by 10% in each successive year till the completion of the project.

X. In modification of the Principal Agreement and the said Award, the 1420 unsold dwelling units out of 3538 LIG dwelling units and the 553 unsold dwelling units out of 3840 MIG dwelling units, completed or under construction will be sold at the price of 2012 based on the Circular No.498(21)-H1/1M-2/2007 dated 6<sup>th</sup> September, 2010 of the Department of Housing, Government of West Bengal with sale price escalation @10% per calendar year from 2012. The price for the unsold stock of flats or apartments based on the above methodology for the year 2012 will be Rs.4.51 lacs for LIG, Rs.10.12 lacs for MIG(L) calculated as per the minimum plinth area as prescribed in the circular and as mentioned in the First Schedule herein under.

XI. In modification of the Principal Agreement and the said Award, WBHIDCO hereby agrees and undertakes as follows:-

- (a) WBHIDCO agrees to recommend to the Urban Development Department, Govt. of West Bengal to waive the sanction fees and/or any other fees for sanctioning any further or new or revised plan in Mass Housing Plot of 150 acres.
- (b) WBHIDCO agrees to waive the claim of its share out of the price for dwelling and/or other constructed units.
- (c) WBHIDCO agrees to recommend to the Urban Development Department, Govt. of West Bengal to suitably increase the Floor Area Ratio (FAR) to accommodate the revised mix of 20,000 Units

XII. In modification of the Principal Agreement, the Parties hereto hereby agree that the entire Mass Housing Project as aforesaid will be completed on or before 2018 as because, due to delay of the implementation of Arbitration Award it is not possible to complete the project by 2016 as mentioned in the Award dated 25<sup>th</sup> March, 2011. However, both the Parties have hereinforth agreed not to cause any undue delay and also to take all reasonable measures to complete the project at the earliest.

Rana Gupta

huc.

XIII. It is mutually agreed between both the parties that BSHDPL/SPCL will reserve the right to dispose off any unsold apartments under any category remaining unallotted from the sale of any particular phase at a price prescribed by the Housing Department, Government of West Bengal for that specific phase/year.

XIV. In modification of the Arbitration Award dated 25<sup>th</sup> March, 2011, the Parties to the Second Part, Third Part and Fourth Part have hereto agreed to retain the 50 Acres commercial plot of land in Action Area – III, New Town, Kolkata. In this respect, WBHIDCO agrees and undertakes to resolve all land related disputes and to make the said plot of land free from all encumbrances within reasonable time from the date of this Agreement, time being of the essence. There will be fortnightly meetings between WBHIDCO and BSHDPL/SPCL to monitor the progress on clearance of encumbrances / title disputes / supporting infrastructure, so as to enable BSHDPL/SPCL to commence work and implement the project at the earliest.

XV. The parties mutually agree that no further claim shall be raised by the claimant and WBHIDCO will not entertain any further claim in respect of the implementation of the said Award by the Learned Arbitrator other than what has been expressly and mutually settled herein. This is subject to WBHIDCO fulfilling all its obligations under this agreement in a time bound manner to the satisfaction of BSHDPL/SPCL so that the development envisaged can be undertaken i.e. the purpose for which this agreement is being executed is met.

XVI. These presents shall be Supplementary to the Principal Agreement and save as modified under these presents, all the terms, conditions, stipulations and provisions contained in and subsisting under the Principal Agreement and the Award dated 25<sup>th</sup> march, 2011, shall remain in full force and effect.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

Various parameters of LIG, MIG (Lower) and MIG (Upper) flats as per Circular No. 498(21)-H1/1M-2/2007 dated September 6, 2010 of Department of Housing Government of West Bengal.

CATEGORY	MONTHLY INCOME CRITERIA	MINIMUM PLINTH AREA	MAXIMUM PRICE [As on 2010]
LIG	Rs.10,001/- to Rs.15,000/-	400 Sq.ft.	Rs. 4.10 lac
MIG(L)	Rs.15,001/- to Rs.25,000/-	600 Sq.ft.	Rs. 9.20 lac
MIG(U)	Rs.25,001/- to Rs.40,000/-	800 Sq.ft.	Rs.15.00 lac

*Ran Gupta* *me* *AD*

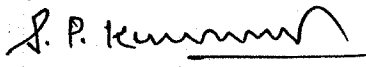
THE SECOND SCHEDULE ABOVE REFERRED TO


Year	Number of Dwelling Units		
	LIG	MIG (U)	Total
2013	1000	800	1800
2014	1100	800	1900
2015	1200	1000	2200
2016	1200	1000	2200
2017	1200	1000	2200
2018	1206	1116	2322
Total	6906	5716	12622

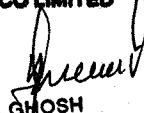
It may be noted that the balance number of flats i.e. 7378 Nos (20,000 – 12,622) have since been completed/under construction till date.

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. Debashis Sen, IAS, Chairman & Managing #  
Director jointly with Mr. Ratneswar Ghosh, #  
Company Secretary, pursuant to the resolution #  
passed by the Board of Directors at its 72<sup>nd</sup> #  
meeting which was held on 28<sup>th</sup> day of March, 2013 #  
in the presence of:- #


1.   
S. P. KUNWAR, Law Officer  
HIDCO, Kolkata.
2. Kalyan Sen, OSD to Chairman HIDCO  
22/1, Rash Behari Avenue  
Kolkata-70019

  
Debashis Sen, IAS  
Principal Secretary, Govt. of W.B.  
&  
Chairman and Managing Director  
WB HIDCO LIMITED

  
R. GHOSH  
Company Secretary  
W. B. Housing Infrastructure  
Dev. Corpn. Ltd.

SIGNED AND DELIVERED for and on behalf of #  
BENGAL SHAPOORJI HOUSING DEVELOPMENT#  
PRIVATE LIMITED by Mr. Rana Gupta, Constituted #  
Attorney under the Power of Attorney dated 4<sup>th</sup> April, #  
2013 in the presence of :- #


1. Partha Sarathi Adhikary, Adv.  
C/o. Saunderson & Morgans,  
5, N. S. Road, Kol-1
2. Raitikar  
D/o. S. B. Kar  
DN-27, Sector V, Saltlake, Kol-91.

  
CONSTITUTED ATTORNEY  
For Bengal Shapoorji Housing Dev Pvt Ltd

**SIGNED AND DELIVERED** for and on behalf of #  
**SHAPOORJI PALLONJI AND COMPANY** #  
**LIMITED** by Mr. Kekoo Colah, Constituted Attorney #  
 under the Power of Attorney dated 4<sup>th</sup> April, 2013 in #  
 the presence of :- #

1. Partha Sarathi Adhikary.

2. Ravi Kar.

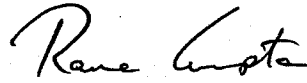


CONSTITUTED ATTORNEY  
 For Shapoorji Pallonji & Co. Ltd.

**SIGNED AND DELIVERED** for and on behalf of #  
**BENGAL SHAPOORJI DEVELOPERS PRIVATE** #  
**LIMITED** by Mr. Rana Gupta, Constituted Attorney #  
 under the Power of Attorney dated 4<sup>th</sup> April, 2013 in #  
 the presence of :- #

1. Partha Sarathi Adhikary.

2. Ravi Kar.









CONSTITUTED ATTORNEY  
 For Bengal Shapoorji Developers Pvt Ltd





Drafted by:  
 Partha Sarathi Adhikary, Adv.  
 High Court, Calcutta.

**SPECIMEN FORM FOR TEN FINGERPRINTS**







**LEFT HAND**

	Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb
					







**RIGHT HAND**

	Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.
					

**LEFT HAND**

	Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb
					

**RIGHT HAND**

	Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.
					

**LEFT HAND**

	Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb

**RIGHT HAND**

	Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.

**LEFT HAND**

	Little fing.	Ring fing.	Middle fing.	Fore fing.	Thumb

**RIGHT HAND**

	Thumb	Fore fing.	Middle fing.	Ring fing.	Little fing.



Government Of West Bengal  
Office Of the A.D.S.R. RAJARHAT  
District:-North 24-Parganas

Endorsement For Deed Number : I - 04279 of 2013  
(Serial No. 04630 of 2013 and Query No. L000008014 of 2013)

On 13/04/2013

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

Presented for registration at 13.30 hrs on :13/04/2013, at the Private residence by Rana Gupta , one of the Executants.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 13/04/2013 by

1. Debashis Sen  
Chairman And Managing Director, W B H I D C O Ltd, Hidco Bhaban 35-1111 M A R Newtown, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700156.  
, By Profession : Government Service
2. R Ghosh  
Company Secretary, W B H I D C O Ltd, Hidco Bhaban 35-1111 M A R Newtown, Kolkata, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700156.  
, By Profession : Service  
Identified By P S Adhikary, son of . . , High Court Cal, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

**Executed by Attorney**

Execution by

1. Rana Gupta, son of . . , Mira Tower 8th Fl D N-27 Salt Lake Sec- V, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091 By Caste Hindu By Profession: Service,as the constituted attorney of 1. Bengal Shapoorji Housing Development Pvt Ltd 2. Bengal Shapoorji Developers Pvt Ltd is admitted by him.
2. Kekoo Colah, son of . . , Mira Tower 8th Fl D N-27 Salt Lake Sec- V, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700091 By Caste Hindu By Profession: Service,as the constituted attorney of Shapoorji Pallonji And Co Ltd is admitted by him.  
Identified By P S Adhikary, son of . . , High Court Cal, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

( Debasish Dhar )  
Additional District Sub-Registrar


On 16/04/2013

**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 : 4, 5(e) of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24 Parganas

16 APR 2013

( Debasish Dhar )  
Additional District Sub-Registrar

16/04/2013 11:54:00

EndorsementPage 1 of 2



Government Of West Bengal  
Office Of the A.D.S.R. RAJARHAT  
District:-North 24-Parganas

Endorsement For Deed Number : I - 04279 of 2013  
(Serial No. 04630 of 2013 and Query No. L000008014 of 2013)

Rs. 21.00/-, on 16/04/2013

( Under Article : ,E = 21/- on 16/04/2013 )


**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.- /-

Certified that the required stamp duty of this document is Rs.- 30 /- and the Stamp duty paid as: Impresive Rs.- 100/-

( Debasish Dhar )  
Additional District Sub-Registrar

16 APR 2013

  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24 Parganas

( Debasish Dhar )  
Additional District Sub-Registrar

DATED THIS 13<sup>th</sup> DAY OF APRIL 2013

BETWEEN

**WEST BENGAL HOUSING  
INFRASTRUCTURE DEVELOPMENT  
CORPORATION LIMITED**

**A N D**

**SHAPOORJI PALLONJI AND  
COMPANY LIMITED**

**A N D**

**BENGAL SHAPOORJI HOUSING  
DEVELOPMENT PRIVATE LIMITED**

**A N D**

**BENGAL SHAPOORJI DEVELOPERS  
PRIVATE LIMITED**

**SUPPLEMENTAL AGREEMENT**  
**[ FOR 150 ACRES OF LAND ]**

**SANDERSONS & MORGANS  
ADVOCATES & SOLICITORS  
5, NETAJI SUBHAS ROAD,  
KOLKATA-700001.**

13 APR 2013



**Certificate of Registration under section 60 and Rule 69.**

Registered in Book - I  
CD Volume number 6  
Page from 11709 to 11725  
being No 04279 for the year 2013.



(Debasish Dhar) 16-April-2013  
Additional District Sub-Registrar  
Office of the A.D.S.R. RAJARHAT  
West Bengal

