



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

SUPPLEMENTAL DEVELOPMENT AGREEMENT

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT made this 21<sup>th</sup> 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 Bengal 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

BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LTD.

Authorised Signatory

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.1, 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 17<sup>th</sup> August 2000 followed by an agreement dated 11<sup>th</sup> 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 13<sup>th</sup> 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 30<sup>th</sup> September 2002 and was further agreed to execute joint venture agreement with Shristi.
- C. In terms thereof, a Memorandum of Understanding dated 25<sup>th</sup> 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 25<sup>th</sup> June 2004 ADDA has agreed to appoint Bengal Shristi Infrastructure Development Limited as a developer on the terms conditions and stipulations contained in the said Agreement for the purpose of Development of the

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*Abhishek Sharma*  
Authorised Signatory

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 5<sup>th</sup> 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 8<sup>th</sup> 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 25<sup>th</sup> June 2004.
- G. By way of a further memo no. 451/ADDA/ASLV/133 dated 9<sup>th</sup> 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 5<sup>th</sup> 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 13<sup>th</sup> 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 5<sup>th</sup> July 2004 and memo no. 451/ADDA/ASLV/133 dated 9<sup>th</sup> 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 part of the " Phase 2 " land as herein after appearing in the Second

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*Abul Kalam*  
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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 5<sup>th</sup> July 2004.

BENGAL SHRISTI INFRASTRUCTURE  
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*Atul Kumar Shany*  
Authorized Signatory

*[Signature]* *[Signature]*

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 SECHEULE**

(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.

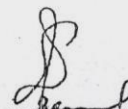
BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LTD.

*Abhishek Sharma*  
Authorized Signatory

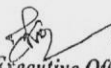
*[Handwritten Signature]*

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.

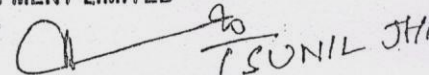
1.

  
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:

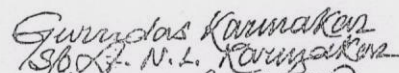
BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LIMITED

  
Authorised Signatory

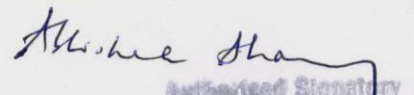
1.

  
OSD (Land)  
ADDA, Asansol.

2.

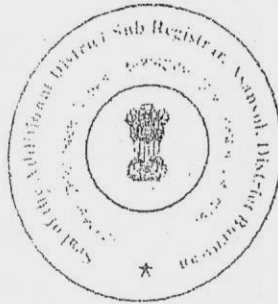
  
Gurusdas Kumar  
S/o. N. L. Kumar  
216, A.T.C. Road  
Kolkata-70017.

BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LTD.

  
Authorised Signatory

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 27  
Page from 1967 to 2001  
being No 09477 for the year 2010.



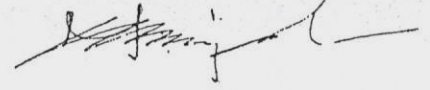
(Ananda Mohan Sikdar) 10-September-2010  
ADDITIONAL DISTRICT SUB-REGISTRAR OF ASANSOL  
Office of the A. D. S. R. ASANSOL  
West Bengal

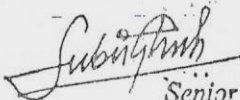
BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LTD.

*Ananda Mohan Sikdar*  
Authorised Signatory

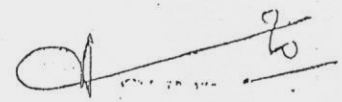
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AND YEAR FIRST ABOVE WRITTEN.

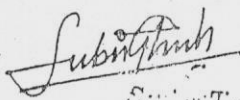
SIGNED AND DELIVERED by Sri N.  
Manjunatha Prasad, the Chief Executive  
Officer, Asansol Durgapur Development  
Authority, for and on behalf of Asansol  
Durgapur Development Authority at  
Durgapur in presence of:



1.   
Senior Town Planner  
Asansol Durgapur Dev. Authority  
Asansol
2. Indrajit Roy.  
28/1, Shakespeare Sarani  
Kolkata - 700017

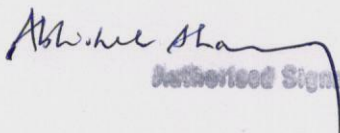
SIGNED AND DELIVERED by Mr.  
Sunit Ma. Asst. Vice President (P&A) BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LTD.  
Bengal Shristi Infrastructure  
Development Limited, for and on behalf  
of Bengal Shristi Infrastructure  
Development Limited at Durgapur in  
presence of:



1.   
Senior Town Planner  
Asansol Durgapur Dev. Authority  
Asansol
2. Indrajit Roy.  
28/1, Shakespeare Sarani  
Kolkata - 700017.



BENGAL SHRISTI INFRASTRUCTURE  
DEVELOPMENT LTD.

  
Authorized Signatory

05 JUL 2004