

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 113999

AGREEMENT

THIS AGREEMENT made on this 7th day of OCTOBER, 2015, BETWEEN WEST BENGAL HOUSING BOARD, a statutory authority formed under the West Bengal Housing Board Act, 1972 having its registered office at 105, Surendra Nath Banerjee Road, Kolkata - 700 014, hereinafter referred to and called as the "BOARD" (which expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns) of the ONE PART AND M/S. BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED, a Joint Sector Company having its registered office at "Vishwakarma", 86C, Topsia Road (South), Kolkata-700 046, hereinafter called the "COMPANY" (which terms and/or expressions shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and/or assigns) of the OTHER PART.

For Bengal Ambuja Housing Development Limited

M. Suman

Housing Commissioner
West Bengal Housing Board

[Signature]
Director

WHEREAS a Development Agreement has been executed by and between the Board and the Company on 16th day of June, 2009 for the purpose of construction of Housing and Allied Projects in the land at Plot No. II/F/13, Action Area-II, New Town, Kolkata in Mouza Chakpachuria, J.L.No. 33, P.S. Rajarhat, Dist. North 24-Parganas more fully described in the Schedule - A of the Development Agreement executed on 16th day of June, 2009.

AND WHEREAS the Company has prayed for extension of time vide their letter Ref. No. BD/WBHB/01/2015-16 dated 13th day of July, 2015 as the said Company failed to start the concerned Housing Project in time due to reasons beyond the direct control of the Company.

AND WHEREAS The Company has informed that the land was allotted by WBHIDCO for setting of IT Infrastructure in New Town vide their letter No.BD/WBHB/11/20015-16 dated 03.08.2015.

01. NOW BOTH THE PARTIES do hereby agree to allow extension of time on mutual consent as well as to include IT Infrastructure and allied housing as the purpose, without hampering the interest of any party partially amending and/or modifying following clauses of the Development Agreement dated 16th day of June, 2009 which shall now be revised as follows:

i) In the Agreement as well as in the Second Schedule (Scheme) wherever the words "Housing /Allied purposes" are appearing will henceforth be read as "IT Infrastructure and allied housing purpose".

ii) Item No. 10 at Page No. 5 shall now be revised as follows:-

"THE COMPANY shall complete the proposed complex and implement the scheme fully within 4 (Four) Years from the date of execution of this Agreement subject to force majeure and other reasons beyond the direct control of the Company. Provided however that in case there be any unsold unit and/or portion out of the Land and/or in the proposed Complex of the end of the said period and/or its extension, then and in such event, the conveyance of such units and/or portion may be postponed till such time as may be reasonably required.

For Bengal Ambuja Housing Development Limited


Housing Commissioner
West Bengal Housing Board


Director

02. THAT save and except the stipulations mentioned above, the other parts of the Development Agreement executed on 16th June, 2009 shall remain unchanged and in full force along with this partial amendment/modification.
03. THAT this Agreement for Extension of Time as well as inclusion of IT Infrastructure purpose shall be treated as part and parcel of the Development Agreement executed on 16th day of June, 2009.

IN WITNESSETH WHEREOF THE PARTIES hereto have set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED



Housing Commissioner
West Bengal Housing Board

For Bengal Ambuja Housing Development Limited


Director

By the BOARD at Kolkata

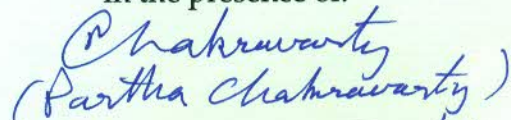
By the COMPANY at Kolkata

In the presence of:



F.A. cum C.A.O.
West Bengal Housing Board

In the presence of:


(Partha Chakravarty)
Premises no IIF/11,
Ecospace Business Park,
Block 4B
New Town - 7000156