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10/8/23

10/8/23
 प्रमाणित किया जाता है कि यह दस्तावेज़, जो इस दस्तावेज़ के साथ अटैचमेंट शीट या शीट्स के साथ अटैच किया गया है, इस दस्तावेज़ का हिस्सा है।
 WEST BENGAL

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AP 370635

Manoj

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

DEVELOPMENT AGREEMENT

WITH

10 AUG 2023

DEVELOPMENT POWER OF ATTORNEY

1. DATE: 10/08/2023
2. PLACE: Kolkata
3. PARTIES:

3.1 M/S ASL MARKETING PRIVATE LIMITED [PAN. AACCA6160G] [CIN U85100WB1977PTC031274] a private limited company duly incorporated under the provision of the Companies Act, 1956, having its registered office at 21, Princep Street, 2nd Floor, Esplanade, Chowringhee, Kolkata 700072, West Bengal, represented by its Authorised Signatory **MANOJ SHARMA** (Mob. **9831058633**) holding PAN - **KAFPS42548**, AADHAAR - **4874 4260 3467** son of Late Jogendra Sharma, residing at Shastri Nagar, Kanaipur, Hooghly, PIN - 712246, West Bengal.

No. 762 Date 03/08/2023
Sold to.....
of.....
Rupees 100/-

M/s. Sumita Realty & Infrastructure Pvt. Ltd.
P-35, Motighat Avenue
Kol. 700074

Semiran Das
Stamp Vendor
Allpore Police Court
South 24 Pgs., Kol-7



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

10 AUG 2023

(Hereinafter referred to as "**Landowner**", which expression, unless repugnant to the context or meaning thereof, shall include its successors-in-interest, successors-in-office and/or assigns);

And

3.2 M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED, holding PAN **AAVCS8044E**, (CIN **U45400WB2015PTC206452**) a company incorporated under the Companies Act, 1956, having its registered office at P-35, Motijheel Avenue; Post Office- Motijheel, Police Station- Dum Dum, Kolkata- 700074, represented by its Director, **MR. AMITABH ROY** holding PAN **ACGPR3774E**, **AADHAAR 7491 1544 6415**, **Mobile No. 9831119433** son of Mr. Sunil Kumar Roy working for gain, at Merlin Infinite, 6th Floor, Suite No. 610, DN - 51, Sector - V, Salt Lake, Kolkata - 700091.

(Hereinafter referred to as the **Developer**, which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest, successors-in-office and/or assigns.)

Landowner and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. SUBJECT MATTER OF AGREEMENT

4.1 Development of Said Property:

Basic understanding between the Owner and the Developer stands with regard to the development (in the manner specified in this Agreement) of the undivided land admeasuring 3.77 decimal equivalent to 2 Katha 4 Chhitaks 22 Sqft comprised in C.S. Dag- 1238 and 1239 corresponding to R.S Dag- 1305 and 1306 under R.S Khatian- 1693 and 1220 corresponding to L.R. Dag No- 1305 and 1306, under L.R. Khatian No- 9390 in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, R.S No- 198, under Rajarhat-Bishnupur No. 01 Gram Panchayet within the limit of District- 24 Parganas (North). **together with** all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner, all more fully and collectively described in the

Schedule below (collectively **Said Property**), thereon jointly by demolishing the existing structures and develop the said Land, by constructing new residential buildings thereon (**Project**) with the object of selling the units/apartments/car parks comprised therein the said Project.

4.2 Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Landowners and the Developer in the Project shall be as per mutual consent of both the Parties to be decided upon after sanction Plan for the Project is granted by the statutory sanction authority.

5. REPRESENTATIONS, WARRANTIES AND BACKGROUND

5.1 Landowners' Representations: The Landowners have represented and warranted to the Developer as follows:

5.1.1 Ownership of Landowners: M/S ASL MARKETING PRIVATE LIMITED is the recorded owner of the undivided land/s measuring 3.77 decimal equivalent to 2 Katha 4 Chhitaks 22 Sqft, be the same a little more or less, comprised in R.S/ L.R. Dag No. - 1305 and 1306 respectively, recorded under L.R. Khatian No. 9390 in Mouza- Recjoani, J.L. No- 13, Police Station- Rajarhat, R.S No- 198, under Rajarhat-Bishnupur No. 01 Gram Panchayet within the limit of District- 24 Parganas (North) by way of one Deed of Conveyance from Shri Dulal Mondal and Shri Kiran Chandra Mandal, both S/O Late Lal Behari Mondal on 04th January 2023 duly registered in the office of A.D.S.R. Rajarhat, and recorded in Book- I, Volume- 1523 - 2023, Pages- 39658 to 39682, Being no- 152300698 for the Year 2023.

5.1.2 Owner's share of land in this agreement: M/S ASL MARKETING PRIVATE LIMITED is the recorded owner of the undivided land measuring 3.77 decimal equivalent to 2 Katha 4 Chhitaks 22-Sqft be the same a little more or less comprised in R.S/ L.R. Dag no- 1305 and 1306 respectively, recorded under L.R. Khatian No. 9390 at Mouza- Recjoani, J.L. No- 13, Police Station- Rajarhat, R.S No- 198, under Rajarhat-Bishnupur No. 01 Gram Panchayet within the limit of District- 24 Parganas (North), entire land of **M/S ASL MARKETING PRIVATE LIMITED** measuring 3.77 decimal equivalent to 2 Katha 4 Chhitaks 22 Sqft be the same a little more or less is part of this development agreement.

5.1.3 Desire of Development of the Land & Acceptance : The said **M/S ASL MARKETING PRIVATE LIMITED**, landowner herein, expressed their desire to develop the aforesaid plot of land morefully described in the First Schedule hereunder

written, by constructing a multi storied building thereon, and the present developer accepted the said proposal and the present landowner have decided to enter into this present Development Agreement with the Developer herein for the undivided land mentioned above and explicitly in the First Schedule hereunder written.

- 5.1.4 Development Power of Attorney:** For the smooth running of the said project, the Landowner herein agreed to execute a Development Power of Attorney, by which the Landowner herein shall appoint and nominate the said M/s Soumita Realty and Infrastructure Pvt. Ltd., the Developer herein, as their Constituted Attorney, to act on behalf of the landowner.
- 5.1.5 Landowners have Marketable Title:** The right, title and interest of the Landowners in the said property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispendences.
- 5.1.6 Landowners to Ensure Continuing Marketability:** The Landowners shall ensure that title of the Landowners to the said Property continues to remain marketable and free from all encumbrances henceforth.
- 5.1.7 Not affected by Requisition or Acquisition:** The said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise. All proceedings for requisition or acquisition of any authority in respect of the Said Property instituted in the past have been duly dealt with and stand nullified and mitigated as on this date.
- 5.1.8 Landowners have Authority:** The Landowners have full right, power and authority to enter into this Agreement.
- 5.1.9 Contiguity of Land:** The Landowners expressly and specifically covenant that the said Property existing in the title, ownership and possession of the said Landowners is contiguous and connected in nature to each and every piece and parcel of the Said Property as delineated in the Map annexed hereto.
- 5.1.10 No Prejudicial Act:** The Landowners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement. In case of any such act found to exist in course of the Development of the Said Project the Landowners shall be liable to keep the said Property under lien of the

Developer until the same is developed by the other sources advised by the Landowners.

5.2 Developer's Representations: The Developer has represented and warranted to the Landowners as follows:

5.2.1 Infrastructure and Expertise of Developer: The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 Financial Arrangement: The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, inter alia by way of constructing the Project on the Said Property.

5.2.3 Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5.3 Decision to Develop: The Landowners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing new residential cum commercial building/s i.e. **Project**.

5.4 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Landowners herein, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. BASIC UNDERSTANDING

6.1 Development of Said Property by Construction of Project: The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of new residential cum commercial buildings thereon on co-development basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 Nature and Use of Project: The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the sanctioning authority and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential cum commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. APPOINTMENT AND COMMENCEMENT

7.1 Appointment: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Landowners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Landowners.

7.2 Commencement: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. SANCTION AND CONSTRUCTION

8.1 Sanction of Building Plans: The Developer (as the agent of the Landowners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that **(i)** full potential of FAR of the Said Property shall be utilized for construction of the Project, **(ii)** the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate/ Occupancy Certificate) and **(iii)** all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

8.2 Architect and Consultants: The Landowners confirm that the Landowners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including

professional fees and supervision charges shall be paid by the Developer and the Landowners shall have no liability or responsibility.

- 8.3 Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Landowners, demolish the existing building on the Said Property and construct, erect and complete the Project.
- 8.4 Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances of Force Majeure (defined in Clause 23.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 60 (**sixty**) months from the date of sanction of the Building Plans.
- 8.5 Building Materials:** The Developer shall be authorized in the name of the Landowners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and fit outs and facilities allocable to the Landowners and required for the construction of the Project but under no circumstances the Landowners shall be responsible for the price/value, storage and quality of the building materials.
- 8.6 Temporary Connections:** The Developer shall be authorized in the name of the Landowners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.7 Modification:** Any amendment or modification to the Building Plans for the betterment of the project may be made or caused to be made by the Developer in consultation with the Architect/ L.B.S./ Surveyor, within the permissible limits of the Planning Authorities.
- 8.8 Co-operation by Landowners:** The Landowner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties, The Landowners shall provide all co-operations that may be necessary for successful completion of the

Project. **The landowners shall give permissions and no objection certificates to amalgamate their plots with the neighboring plots.**

9. POSSESSION

9.1 Vacating by Landowners: Simultaneously herewith, the Landowners have handed over khas, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

10. POWERS AND AUTHORITIES:

10.1 The landowner is hereby executing this present revocable Power of Attorney in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby authorized appointed, constituted and empowered made in favour of **M/S SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED**, represented by its Director, **MR. AMITABH ROY** son of Mr. Sunil Kumar Roy, Developer herein, as our constituted attorney, to do, act and represent ourselves in our names and on our behalf, as follows:

(i) To appear and represent before the authorities of Rajarhat Bishnupur 01 No. Gram Panchayat, Rajarhat Panchayat Samity, North 24 Parganas Zilla Parishad, New Town Kolkata Development Authority. WBHIDCO, W.B.S.E.D.C.L. SWID, Income Tax Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub- Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Agreement for Development for allotment/registration and sale of flats, shops, garage spaces of developer's Allocation.

(ii) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, architects and other Agents and Sub-Contractor for the aforesaid purpose as the said developer / Attorney may think fit and proper.

(iii) To manage and maintain the said premises including the building/s to be constructed thereon.

(iv) To sign, verify and file application, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before the sanctioning authorities or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.

(v) To pay all Panchayat / Municipal and other Statutory taxes, rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.

(vi) To enter into any agreement for Sale, Memorandum of Understanding and /or to execute deed of amalgamation with neighbor's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flat/s, units and /or car parking spaces within Developer's Allocation in the proposed building /s in favour of the intending purchaser/s in terms of the present Agreement for the Development . To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garage from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and /or Deed of Conveyance, and / or any other instruments and documents in respect of sale of flat/s , shop/s, units and /or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.

(vii) To receive the consideration of money in cash or by cheque/ draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.

(viii) To do all the needful according to the condition mentioned in this present Agreement for Development regarding negotiation, agreement/ contract for sale of flats, garages, covered spaces car parking spaces within the Developer's Allocation.

(ix) To instruct the Advocate/ Lawyer for preparing and /or drafting such agreements, instruments, deeds and documents and other such papers as per the terms and conditions agreed upon by both parties in this present agreement for Development, as may be necessary for the purpose for sale of flats/units and car parking spaces in the said building/s relating to Developer's allocation in our said premises.

(x) To sign , declare and / or affirm any Plant, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith , arising out of the agreements and relating to the construction to be made in the premises .

(xi) That Attorney /Developer will take all the necessary steps before the proper registering Officer by signing, presenting and executing proper Agreement of Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.

(xii) For all or any of the purposes stated herein before or not stated but essential for the betterment of the project and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the this present Agreement.

(xiii) To gift any part or portion of the said property to the Authorities concerned, if the situation so demands for the purposes connected to sanctioning of the plan, and do all other necessary acts deeds and things as be expedient for sanctioning, re-validation, renewal, modification and/or alteration of plans.

(xiv) To give exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and to authorized the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights, title, interest and obligations of this agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and except the owners' allocation as mentioned.

The Attorney / Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present agreement for development.

10.2 Further Acts: Notwithstanding grant of the aforesaid Powers of Attorney, the Landowners hereby undertake that they shall execute, as and when necessary, all papers, documents, and plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. LANDOWNERS' CONSIDERATION

11.1 Landowners' Allocation: The Owner is and shall be fully and completely entitled to 40% (forty percent) of the sanctioned area as per the admissible FAR permitted by the competent authority on the land morefully mentioned in the First schedule, completed by all means, along with 40% car parking space as per the drawing of proposed plan to be provided by the architect alongwith undivided, impartiable,

proportionate share in the total land area as per schedule. The Landowners will get Rs.1,00,000/- (Rupees One Lakh) only as refundable security deposit at the time of signing this present Agreement. The aforesaid security deposit will be refunded by the Landowners to the Developer at the time of handing over of possession of their Landowners' Allocation.

12. DEVELOPER'S CONSIDERATION

12.1 Developer's Allocation: The Developer shall be fully and completely entitled to all the remaining 60% area of the sanctioned area of the proposed new residential building of the Project along with 60% car Parking Space as per the drawing of proposed plan to be provided by the architect alongwith undivided, impartible, proportionate share in the total land area as per schedule.

13. DEALING WITH RESPECTIVE ALLOCATIONS

13.1 Demarcation of Respective Allocations: The parties have mutually agreed that on sanction of the Building Plans, the parties shall formally demarcate their respective allocation based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

13.2 Transfer of Owner Allocation: The Owner shall transfer their respective allocated portion on their own, provided that they shall sale the said flats not below the minimum rate as would be fixed by the developer from time to time for the Developer's allocation, provided always owner's decision regarding sale or transfer shall prevail.

13.3 Transfer of Developer's Allocation: The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Landowners and the Landowners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Landowners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement. In consideration of the Developer constructing and handing over the Landowners' Allocation to the Landowners and meeting other

obligations towards the Landowners, the Landowners shall execute deeds of conveyances of the undivided share in the land contained in the said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.

13.5 No Objection to Allocation: The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 Cost of Transfer: The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. MUNICIPAL TAXES AND OUTGOINGS

14.1 Relating to Period Prior to Date of Sanction of Building Plans: All Municipal rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Landowners and the same shall be borne, paid and discharged by the Landowners as and when called upon by the Developer, without raising any objection thereto.

14.2 Relating to Period After Sanction of Building Plans: As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the said Property and from the Possession Date, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.

15. COMMON RESTRICTIONS

15.1 Applicable to Both : The Landowners' Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.

15.2 The owners' allocation after possession in the proposed building shall be subject to the same restriction and use as it is applicable to the developer's allocation respective possession in the building which are follows: -

- 15.2.1** Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 15.2.2** Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from Panchayat/ panchayat Samity/ Zilla Parishad/ NKDA/ KMC/ Municipality / Municipal Corporation or any other authority concern in this behalf.
- 15.2.3** Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
- 15.2.4** The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.
- 15.2.5** No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement of user in the corridors and other places of common use in the building.
- 15.2.6** Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.

16. OBLIGATIONS OF DEVELOPER

- 16.1 Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/ Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 16.2 Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect; professional bodies, contractors, etc.

- 16.3 Commencement of Project:** The development of the said Property shall commence as per the Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Landowners having no responsibility in respect thereof in any manner whatsoever.
- 16.4 Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 16.5 Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer. The Landowners shall grant all necessary power and authority to the Developer for obtaining sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell.
- 16.6 No Violation of Law:** The Developer hereby agrees and covenants with the Landowners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.

17. OBLIGATIONS OF LANDOWNERS

- 17.1 Co-operation with Developer:** The Landowners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the said Property. Landowners also allows developer to gift any part or portion of the said property to the Authorities concerned, if the situation so demands for the purposes connected to sanctioning of the building plan, and do all other necessary acts deeds and things as be expedient for sanctioning, re-validation, renewal, modification and/or alteration of plans.

- 17.2 Act in Good Faith:** The Landowners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 Documentation and Information:** The Landowners undertake to deliver and/or handover the Developer with any and all the Original deeds, documents and/or Photostat copies of the same and/or all information relating to the said Property as may be required by the Developer from time to time and if the Original documents is not delivered in favour of the Developer, then produce all the Original documents, whenever called for production of the same by the Developer.
- 17.4 No Obstruction in Dealing with Developer's Functions:** The Landowners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.5 No objection in dealing with tenants and occupants:** The Landowners covenant not do any act, deed or thing whereby the Developer may be prevented to negotiate and enter into agreements with existing tenants/occupants if any, to arrange for alternate accommodation and to take necessary eviction proceedings if necessary.
- 17.6 Land Ceiling Clearances:** To approach all concerned authorities, if required, under the urban land (Ceiling and regulation) Act, 1976 for the purpose of obtaining exemption under section 20 thereof in respect of the said property and for that purpose to sign such applications, papers, writings, undertakings, as may be required and to carry out correspondence with the authorities concerned, to appear before them and also to prefer appeals from any order of the competent authority or any authority made under the provisions of the said Act.
- 17.7 No Obstruction in Construction:** The Landowners covenant not to cause any interference or hindrance in the construction of the Project.
- 17.8 No Dealing with Said Property:** The Landowners covenant not to let out, grant lease, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged by this Agreement.
- 17.9 Exclusive License:** That the Landowner hereby undertake(s) to give exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the Developer to enter into

agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights, title, interest of this present agreement to any third party and the owner will give necessary consent for betterment of this project without raising any objection to that effect save and except the owners' allocation as mentioned.

18. INDEMNITY

18.1 By the Developer:

18.1.1 The Developer hereby indemnifies and agrees to keep the Landowners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Landowners in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

18.1.2 The Developer hereby agree and indemnifies with the Owner not to do any act, deed or things whereby the Owner is prevented from enjoying selling disposing of the owner's allocation in the proposed building/s at the said premises after delivery of possession thereof to the owner and also obtain Completion Certificate / Occupancy Certificate from the competent Authority at its own costs and expenses.

18.2 By the Landowners:

18.2.1 The Landowners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the said Property or any of the Representations of the Landowners being incorrect. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any legal litigation and/or and boundary dispute amongst the contagious land owner(s), then the owner will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

18.2.2 The owner doth hereby agree and covenants with the developer not to cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said premises. The owner or their heirs, agents, servants, representatives or assignees or any third party of the owners' behalf and shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owner without any reasonable and/or justified reason, then the owner herein and/or its successors-in-interest, successors-in-office and/or assigns shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

18.2.3 The owner herein and/or its successors-in-interest, successors-in-office and/or assigns will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement.

18.2.4 The owner doth hereby agree and covenants with the developer to gift any part or portion of the said property to the Authorities concerned, if the situation so demands for the purposes connected to sanctioning of the plan, and do all other necessary acts deeds and things as be expedient for sanctioning, re-validation, renewal, modification and/or alteration of plans.

19. HANDOVER OF TITLE DOCUMENTS AND POSSESSION FOR COMMENCING CONSTRUCTION:

19.1 The Landowners doth hereby deliver to the Developer the copies of the related Record of Rights.

19.2 The Landowners doth hereby also deliver to the Developer the said Property demarcated by tin boundary for the purpose of commencement of the Project.

20. LIMITATION OF LIABILITY

20.1 No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Landowners shall be liable in any circumstances whatsoever to each other for any indirect, or consequential loss suffered or incurred.

21. MISCELLANEOUS

- 21.1 Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 21.2 Essence of Contract:** In addition to time, the Landowners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.3 Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 21.4 Valid Receipt:** The Landowners shall pass valid receipts for all amounts paid under this Agreement.
- 21.5 No Partnership:** The Landowners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall be parties constitute an association of persons.
- 21.6 No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.7 Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Landowners. Further, various applications and other documents may be required to be made or signed by the Landowners relating to which specific provisions may not have been made herein. The Landowners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Landowners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all

such acts, deeds, matters and things do not in any way infringe on the rights of the Landowners in terms of this Agreement.

- 21.8 Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21.9 Taxation:** The Landowners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Landowners' Allocation and the Landowners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.10 Name of Project:** The name of the Project shall be decided by the Developer.
- 21.11 No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.

22. DEFAULTS

- 22.1 No Cancellation:** The Owner cannot terminate this Agreement or rescind this contract.

23. FORCE MAJEURE

- 23.1 Circumstances of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay

in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/ short supply thereof (collectively **Circumstances Of Force Majeure**).

23.2 No Default: The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.

24. ENTIRE AGREEMENT

24.1 Supersession: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied or written.

25. COUNTERPARTS

25.1 All Originals: This Agreement is being executed at the office of the Registration Authority and the Original hereof shall remain with the Developer while the Landowners shall be given a Certified Copy of the same and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties.

26. SEVERANCE

26.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties

hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. AMENDMENT/ MODIFICATION

27.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

28. NOTICE

28.1 Mode of Service: Notices under this Agreement shall be served by messenger or registered post/ speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/ speed post, irrespective of refusal to accept service by the parties. The Landowners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Landowners at the following addresses:

Landowner:

21, Princep Street, 2nd Floor, Esplanade, Chowringhee, Kolkata 700072, WB

Developer:

P - 35, Motijheel Avenue, Post Office - Motijheel, Police Station - Dum Dum, Kolkata - 700074, WB

29. ARBITRATION

29.1 Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforce ability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

30. JURISDICTION

30.1 Courts: In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

31. RULES OF INTERPRETATION

31.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

31.2 Statutes: Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

31.3 Party: In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

31.4 Definitions: In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

31.5 Schedules and Plans: Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or plan is a reference to a schedule or plan to this Agreement.

- 31.6 Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.7 Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall construed as illustrative and shall not limit the sense of the words preceding those terms.
- 31.8 Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land]**

ALL THAT PIECE AND PARCEL OF UNDIVIDED BASTU LAND without any structure measuring 3.77 decimal equivalent to 2 Katha 4 Chhitaks 22 Sqft comprised in C.S. Dag- 1238 and 1239 corresponding to R.S Dag- 1305 and 1306 under R.S Khatian- 1693 and 1220 corresponding to L.R. Dag No- 1305 and 1306, under L.R. Khatian No- 9390 in Mouza- Reckjoani, J.L. no- 13, Police Station- Rajarhat, R.S No- 198, under Rajarhat-Bishnupur No. 01 Gram Panchayet within the limit of District- 24 Parganas (North), which are as follows:-

Mouza	R.S Dag	L.R. Dag	L.R. Khatian	Land Area (in dec)	Classification
Reckjoani	1305	1305	9390	1.33	Bastu
Recjoani	1306	1306	9390	2.44	Bastu
TOAL LAND				3.77	

Police Station- **Rajarhat**, under Rajarhat Bishnupur- 1 Gram Panchayet, within the limit of District- 24 Pargana (North) and delineated and demarcated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows:-

North --- Land of R.S Dag- 1307, 1303 and 1304 in the Mouza- Reckjoani.

South --- Land of R.S Dag- 1335 and 1338 in the Mouza- Reckjoani.

East --- Land of R.S Dag- 1395 in the Mouza- Reckjoani and **7.3 M wide road**.

West --- Land of R.S Dag- 1334 and 1303 in the Mouza- Reckjoani.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows:-

1. The Landowner will get 40% (forty percent) of the sanctioned area as per the admissible FAR permitted by the competent authority on the land morefully mentioned in the First schedule, in form of self contained flats/garages including proportionate share of common area, common facilities and common amenities in the proposed building. Later on, after preparation of the Floor Plan, the flats & garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement (if any) denoting the flats & garages within the purview of their Landowner's Allocation. And this Supplementary Development Agreement will be treated as part and parcel of this present Development Agreement.

Later on, if the Floor Plan will be changed after preparation and execution of aforementioned Supplementary Development Agreement, then a fresh Supplementary Development Agreement will be executed on the basis of the rectified Owner's Allocation and the said Supplementary Development Agreement will be treated as part and parcel of this present Development Agreement, along with the previous Supplementary Development Agreement.

2. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the total amalgamated plot of land including the land of the present owner. The other areas will be the exclusive treated as Developer's Allocation.

3. The Landowners will get Rs.1,00,000/- (Rupees One Lakh) only as refundable security deposit. The amount will be paid by the Developer to the Landowners at the time of signing this present Agreement. The aforesaid security deposit will be refunded by the Landowners to the Developer at the time of handing over of possession of their Landowners' Allocation.

4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

5. The Landowner gives permission to amalgamate the land with their neighbor's plot of land.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION: Shall mean the remaining 60% (sixty percent) of the constructed area of all the remaining portion of the entire building (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser, by any and mode of Transfer of Property Act and / or lease, let out, or in any manner may deal with the same provided always landowners allocation shall have to be handed over to the landowners prior to the finalization of deals with the developers allocation.

32. EXECUTION AND DELIVERY

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

For ASL MARKETING PVT. LTD.
M. M. M.
 Authorised Signatory

SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED

 DIRECTOR

M/S ASL MARKETING PVT. LTD.
 (AUTHORISED SIGNATORY)

 (SIGNATURE OF LAND OWNER)

M/S SOUMITA REALTY AND
 INFRASTRUCTURE PVT. LTD
 (DIRECTOR)

 (SIGNATURE OF DEVELOPER)

Witnesses:

Signature *Suetaashree Bhattacharya*

Signature *Pinkki Biswas*

Name *SUETASHREE BHATTACHARYA*

Name *PINKKI BISWAS*

Father's Name *U.K. Bhattacharya*

Father's Name *Lt. Nirmal Ch. Biswas*

Address: *DN-51, Sector-5, Salt Lake, Cal-91*

Address: *DN-51, Sector-5, Salt Lake, Cal-91*

Drafted by me as per information and instruction furnished by the Parties.

Masooma Khanam

MASOOMA KHANAM
 ADVOCATE
 HIGH COURT CALCUTTA
 Enrol:- F495/2013

MONEY RECEIPT

We, received on or before the date of execution of this present Development Agreement, Rs. 1,00,000/- (Rupees One Lakh) only from the present Developer, in accordance with this present Agreement for Development and also confirm the present agreement.

Cheque No.	Date	Bank/ Branch	Favour of	Amount
000860	04.08.2023	ICICI Bank Ltd. VIP Road, Kolkata	ASL Marketing Pvt. Ltd.	Rs.1,00,000/-

Witnesses :-

1. *Soumitra Bhatnagar*
DN-51, Madin Infinite
Sector - V, Salt Lake - Kol-91

2.

For ASL MARKETING PVT. LTD.

[Signature]
Authorised Signatory

M/S ASL MARKETING PVT. LTD.

(AUTHORISED SIGNATORY)

.....
(SIGNATURE OF LAND OWNER)

SITE PLAN SHOWN THE **UNDIVIDED** PLOT OF LAND AT L.R. DAG NO. - 1305 & 1306, UNDER L.R. KHATIAN NO. - 7667, 7673 & 9390, CORRESPONDING TO R.S. DAG NO. - 1305 & 1306, UNDER R.S. KHATIAN NO. - 1693 & 1220, IN MOUZA - RECKJUANI, J.L. NO. - 13, R.S. NO. - 198, IN RAJARHAT BISHNUPUR 1 NO. - GRAM PANCHAYET, P.S. - RAJARHAT, KOLKATA - 700135, DIST. - NORTH 24 PARGANAS

AREA OF LAND - 3.77 Decimal (m/l)



SCALE - 1:300



Soumita Realty & Infrastructure Private Limited

[Handwritten Signature]
DIRECTOR

Soumita Realty & Infrastructure Pvt Ltd
SIGNATURE OF DEVELOPER

For ASL MARKETING PVT. LTD.

[Handwritten Signature]
Authorized Signatory

ASL MARKETING PVT. LTD.
(Authorized Signatory)
SIGNATURE OF OWNER

BIJOY SARKAR
LBS-1 / 1515
KMC

SIGNATURE OF SURVEYOR

SPECIMEN FORM FOR TEN FINGERPRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature (AMITABH ROY)



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature (MANOJ SHARMA)



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature _____

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AIJPB5707E

नाम / Name
PINAJI BISWAS

पिता का नाम / Father's Name
NIRMAL CHANDRA BISWAS

जन्म तिथि / Date of Birth
09/06/1977

Biswas



27000017

P. J. Biswas



ASL MARKETING PVT. LTD.
CIN : U85100WB1977PTC031274

+91-95349 00800

office@aslm.in

21, Princep Street, 2nd Floor
Chowringhee, Esplanade,
Kolkata : 700 072, West Bengal

Certified True Copy of the extract of the minutes of Board Resolution passed in the meeting of the Board of Directors of M/s ASL Marketing Private Limited held on 02nd August 2023, Wednesday at 04.30 PM at its registered office at 21, Princep Street, 2nd Floor, Esplanade, Chowringhee, Kolkata 700072, West Bengal.

We hereby certify that the following resolution of the Board of Directors of M/S ASL Marketing Private Limited was passed at the meeting of the Board held on 02nd August 2023 and has been duly recorded in the minutes book of the said company.

RESOLVED THAT M/S ASL Marketing Private Limited intend to develop its landed property measuring more or less 3.77 decimal equivalent to 2 Katha 4 Chhitaks 22 Sqft comprised in L.R. Dag No- 1305 and 1306, in Mouza- Reckjoani, Police Station- Rajarhat under Rajarhat-Bishnupur No. 01 Gram Panchayet within the limit of District- 24 Parganas (North), in Joint Venture basis and will execute a Development Agreement and will grant a Development Power of Attorney in favour of M/S Soumita Realty and Infrastructure Private Limited.

FURTHER RESOLVED THAT Mr. Manoj Sharma, S/o Late Jogendra Sharma is hereby appointed as Authorised Signatory of M/s ASL Marketing Private Limited and will execute and sign the Development Agreement and Development Power of Attorney and/ or any deed of conveyance, deed of amalgamation, deed of gift or any other deed on behalf of the company before the A.D.S.R Rajarhat, or any other registering authority.

4 Certified to be true,


(Managing Director)

For ASL MARKETING PVT. LTD.

Authorised Signatory



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240155045438

GRN Details

GRN:	192023240155045438	Payment Mode:	SBI Epay
GRN Date:	03/08/2023 15:25:31	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	0524654757717	BRN Date:	03/08/2023 15:27:44
Gateway Ref ID:	0704180515	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	030820232015504542	Payment Init. Date:	03/08/2023 15:25:31
Payment Status:	Successful	Payment Ref. No:	3001811993/4/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Ms SOUMITA REALTY AND INFRASTRUCT PRIVATE LIMITED
Address:	P-35, MOTIJHEEL AVENUE, DUM DUM, KOLKATA - 700 074
Mobile:	9831119433
EMAIL:	abhishek@teamtaurus.co.in
Period From (dd/mm/yyyy):	03/08/2023
Period To (dd/mm/yyyy):	03/08/2023
Payment Ref ID:	3001811993/4/2023
Dept Ref ID/DRN:	3001811993/4/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3001811993/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	4970
2	3001811993/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	4998

IN WORDS: FOUR THOUSAND NINE HUNDRED NINETY EIGHT ONLY.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240157094868

GRN Details

GRN: 192023240157094868 Payment Mode: SBI Epay
GRN Date: 04/08/2023 19:08:48 Bank/Gateway: SBIEpay Payment Gateway
BRN : 2791862237325 BRN Date: 04/08/2023 19:09:29
Gateway Ref ID: 0704852175 Method: ICICI Bank - Corporate NB
GRIPS Payment ID: 040820232015709485 Payment Init. Date: 04/08/2023 19:08:48
Payment Status: Successful Payment Ref. No: 3001811993/10/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms SOUMITA REALTY AND INFRASTRUCT PRIVATE LIMITED
Address: P-35, MOTIJHEEL AVENUE, DUM DUM, KOLKATA - 700 074
Mobile: 8420049794
Period From (dd/mm/yyyy): 04/08/2023
Period To (dd/mm/yyyy): 04/08/2023
Payment Ref ID: 3001811993/10/2023
Dept Ref ID/DRN: 3001811993/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3001811993/10/2023	Property Registration- Registration Fees	0030-03-104-001-16	986
Total				986

IN WORDS: NINE HUNDRED EIGHTY SIX ONLY.

PAID

Major Information of the Deed

Deed No :	I-1523-11944/2023	Date of Registration	10/08/2023
Query No / Year	1523-3001811993/2023	Office where deed is registered	
Query Date	17/07/2023 4:57:39 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI BISWAS 29 BANK PARA BARRACKPORE, Thana : Titagarh, District : North 24-Parganas, WEST BENGAL, PIN - 700123, Mobile No. : 8420049794, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 1/-], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 16,85,902/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,070/- (Article:48(g))	Rs. 1,014/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani, JI No: 13, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1305 (RS :-)	LR-9390	Bastu	Bastu	1.33 Dec	1/-	5,94,761/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
L2	LR-1306 (RS :-1306)	LR-9390	Bastu	Bastu	2.44 Dec	1/-	10,91,141/-	Width of Approach Road: 27 Ft., Adjacent to Metal Road,
		TOTAL :			3.77Dec	2 /-	16,85,902 /-	
		Grand Total :			3.77Dec	2 /-	16,85,902 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ASL MARKETING PRIVATE LIMITED 21 PRINCEP STREET 2ND FL. ESPLANADE CHOWRINGHEE, City:- , P.O:- CHOWRINGHEE, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700072 , PAN No.:: AAxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED P-35, MOTIJHEEL AVENUE, City:- , P.O:- MOTIJHEEL, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074 , PAN No.:: AAxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr MANOJ SHARMA (Presentant) Son of Late JOGENDRA SHARMA Date of Execution - 10/08/2023, , Admitted by: Self, Date of Admission: 10/08/2023, Place of Admission of Execution: Office	 Aug 10 2023 3:43PM	 LTI 10/08/2023	Signature  10/08/2023
	SHASTRI NAGAR KANAIPUR, City:- , P.O:- KANAIPUR, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712246, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: KAxxxxxx4B, Aadhaar No: 48xxxxxxxx3467 Status : Representative, Representative of : ASL MARKETING PRIVATE LIMITED (as AUTHORISED SIGNATORY)			
2	Name Mr AMITABH ROY Son of Mr SUNIL KUMAR ROY Date of Execution - 10/08/2023, , Admitted by: Self, Date of Admission: 10/08/2023, Place of Admission of Execution: Office	 Aug 10 2023 3:41PM	 LTI 10/08/2023	Signature  10/08/2023
	MERLIN INFINITE 6TH FL. SUITE NO 610 DN 51 SEC V SALT LAKE, City:- , P.O:- SECH BHAWAN, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx4E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PINAKI BISWAS Son of Late NIRMAL CHANDRA BISWAS , 29, BANK PARA BARRACKPORE, City:- , P.O:- TALPUKUR, P.S:-Titagarh, District: North 24-Parganas, West Bengal, India, PIN:- 700123	 10/08/2023	 10/08/2023	 10/08/2023
Identifier Of Mr MANOJ SHARMA, Mr AMITABH ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	ASL MARKETING PRIVATE LIMITED	SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED-1.33 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	ASL MARKETING PRIVATE LIMITED	SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED-2.44 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani, JI No: 13, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1305, LR Khatian No:- 9390	Owner:এ.এস.এল প্রাইভেট লিমিটেড, Gurdian:ডাইরেক্টর , Address:নিজ , Classification:বাগান,	ASL MARKETING PRIVATE LIMITED
L2	LR Plot No:- 1306, LR Khatian No:- 9390	Owner:এ.এস.এল প্রাইভেট লিমিটেড, Gurdian:ডাইরেক্টর , Address:নিজ , Classification:বাগান, Area:0.01000000 Acre,	ASL MARKETING PRIVATE LIMITED

On 17-07-2023

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 16,85,902/-



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 10-08-2023

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:19 hrs on 10-08-2023, at the Office of the A.D.S.R. RAJARHAT by Mr MANOJ SHARMA ,

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 10-08-2023 by Mr MANOJ SHARMA, AUTHORISED SIGNATORY, ASL MARKETING PRIVATE LIMITED (Private Limited Company), ,21 PRINCEP STREET 2ND FL. ESPLANADE CHOWRINGHEE, City:- , P.O:- CHOWRINGHEE, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700072

Identified by Mr PINAKI BISWAS, , Son of Late NIRMAL CHANDRA BISWAS, , 29, BANK PARA BARRACKPORE, P.O: TALPUKUR, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700123, by caste Hindu, by profession Service

Execution is admitted on 10-08-2023 by Mr AMITABH ROY, DIRECTOR, SOUMITA REALTY & INFRASTRUCTURE PRIVATE LIMITED (Private Limited Company), ,P-35, MOTIJHEEL AVENUE, City:- , P.O:- MOTIJHEEL, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074

Identified by Mr PINAKI BISWAS, , Son of Late NIRMAL CHANDRA BISWAS, , 29, BANK PARA BARRACKPORE, P.O: TALPUKUR, Thana: Titagarh, , North 24-Parganas, WEST BENGAL, India, PIN - 700123, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,014.00/- (B = Rs 1,000.00/- ,E = Rs 14.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/08/2023 3:27PM with Govt. Ref. No: 192023240155045438 on 03-08-2023, Amount Rs: 28/-, Bank: SBI EPay (SBIEPay), Ref. No. 0524654757717 on 03-08-2023, Head of Account 0030-03-104-001-16
Online on 04/08/2023 7:09PM with Govt. Ref. No: 192023240157094868 on 04-08-2023, Amount Rs: 986/-, Bank: SBI EPay (SBIEPay), Ref. No. 2791862237325 on 04-08-2023, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,051/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 4,970/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 742, Amount: Rs.100.00/-, Date of Purchase: 03/08/2023, Vendor name: SAMIRAN DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/08/2023 3:27PM with Govt. Ref. No: 192023240155045438 on 03-08-2023, Amount Rs: 4,970/-, Bank: SBI EPay (SBlePay), Ref. No. 0524654757717 on 03-08-2023, Head of Account 0030-02-103-003-02
Online on 04/08/2023 7:09PM with Govt. Ref. No: 192023240157094868 on 04-08-2023, Amount Rs: 0/-, Bank: SBI EPay (SBlePay), Ref. No. 2791862237325 on 04-08-2023, Head of Account



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2023, Page from 397000 to 397038
being No 152311944 for the year 2023.



Sanjoy Basak

Digitally signed by SANJOY BASAK
Date: 2023.08.17 16:54:31 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 2023/08/17 04:54:31 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)