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Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.



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Additional Registrar
of Assurances-III, Kolkata

THIS AGREEMENT made this 26th day of March, 2019 **BETWEEN THE STATESMAN LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN-U22121WB1922PLC004409**, having **PAN-AABCT3842R** and having its Registered Office at Premises No. 4, Chowringhee Square, Post Office-GPO, Kolkata, Police Station-Bowbazar, Kolkata-700 001, represented by one of its Directors, Mr. Ravindra Kumar, having **DIN-00149093**, having **PAN-AEMPK0875K**, **AADHAR 714000438891**, Mobile No.9830066067, son of Late Mr. R.V.S. Peri Sastri, by faith-Hindu, by occupation-Service, by Nationality-Indian, residing at Premises No.8A Minto Park Syndicate, 13, D L Khan Road, Alipore, Post Office-Alipore, Police Station-Alipore, Kolkata-700027, hereinafter referred to as the **OWNER** (which expression shall unless

Vishal Jain

Ravindra Kumar

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NO.....DATE.....

SOLD TO.....
ADDRESS..... VICTOR MOSES & CO.
RS..... Solicitors & Advocates
8, Old Post Office Street
Kolkata-700 001

07 MAR 2019

CODE NO. (1887)
LICENCED NO.
20 & 20A / 1973

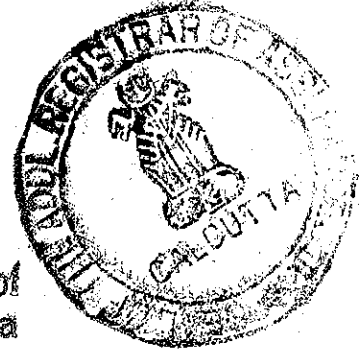
ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001

07 MAR 2019

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Additional Registrar of
Assurances III Kolkata

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Suresh Kumar Ray
Dorabhai M. M. Ray
6, Old Post Office St.
Kolkata - 700001
(Service)

excluded by or repugnant to the subject or context be deemed to mean and include its successors and assign)of the **ONE PART AND MERLIN PROJECTS LIMITED**, a company incorporated under the Companies Act, 1956, having **CIN- U70109WB1984PLC038040**, having **PAN-AACCM0505B** and having its Registered Office at Premises No.22, Prince Anwar Shah Road, Post Office- Tollygunge, Police Station-Charu Market, Kolkata-700 033, represented by its Authorized Signatory, Mr. Vishal Jain, having **PAN AEZPJ0943G**, **AADHAR 3657-3623-1512**, Mobile No. 9830746363, son of Mr. Kamal Kumar Jain, by faith-Hindu, by occupation-Service, by Nationality-Indian, working for gain at Premises No. 22, Prince Anwar Shah Road, Post Office- Tollygunge, Police Station-Charu Market, Kolkata-700 033, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns)of the **OTHER PART**:


WHEREAS:

A. By virtue of a registered Indenture dated the 16th day of September, 1929, Being No. 3566 for the year 1929, The Statesman Limited became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of the revenue free land containing an area of 4 Bighas 6 Cottahs 15 Chittacks 7 Sq.ft. be the same a little more or less lying situate at and being Plot Nos. 85, 86, 87, 88, 89, 90, 91, 92 and a portion of Plot No. 82 of the surplus lands in the Improvement Trust Scheme No. VIIE formed out of the portions of premises Nos. 183 and 184, Dharmatola Street, 7, 8, 9, 10, 11, 12, 12/1, 13, 14, 15, 22 and 23, Bentick Lane and being parts of Holding Nos. 2, 22, 25, 26, 27, 28, 29, 46, 47, 48, 49, 340, 351 and 364 in Block XVI, South Division of the Town of the then Calcutta more fully and particularly described in the Schedule thereunder written (hereinafter referred to as the "**said premises**").

B. Subsequently, the said premises was numbered as 4, Chowringhee Square, Kolkata- 700 001 by the then Corporation of Calcutta now having Assessee No. 110461300145.

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C. The Owner had constructed and erected a building on the said premises at its own costs and expenses known as "Statesman House".

D. By an Agreement of Mortgage dated the 19th day of February, 2007, the Owner herein obtained a loan of Rs. 47,00,00,000/- (Rupees Forty seven Crores only) from the State Bank of India, Commercial Branch, N.S. Road, Kolkata, against mortgage of the said premises as per the terms and conditions contained therein.

E. Due to failure of the repayment of the loan amount, the said State Bank of India had issued a notice under section 13(2) under SARFAESI Act, 2002 and further filed an application under section 19 of the Recovery of Debts Due to Banks and Financial Corporations Act, 1994 before the Debts Recovery Tribunal-I, Kolkata, being OA No. 483 of 2015 (State Bank of India-vs- The Statesman Ltd.) for determination of the liability of the Owner and enforcement of the said mortgage.

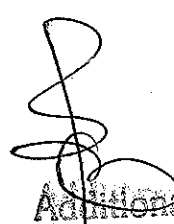
F. Subsequently the Owner filed before the Debts Recovery Tribunal-I, Kolkata being SA/153/2015 (The Statesman Ltd.-vs- State Bank of India) challenging the said SARFAESI notice.

G. During the pendency of the said proceedings, the Owner submitted a onetime settlement proposal to the said Bank, which the Bank ultimately approved on 3rd November, 2017. On the basis of the said one time settlement proposal, the parties to the said proceedings before the Debts Recovery Tribunal-I, Kolkata, filed an application, whereby and whereunder, the Owner was required to pay a total sum of Rs. 33.70 Crores to the Bank in the manner as follows :-

- a) Upfront amount of Rs. 1.685 Crores deposited by the Owner with the Bank would be appropriated towards the said settlement amount;
- b) A further sum of Rs. 3.3 Crores was required to be paid on or before 31st March, 2018;
- c) The balance sum of Rs. 28.715 Crores is to be paid on or before 31st March, 2019; and

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- d) The interest on the balance amount is to be paid after three months from the 15th day of the date of conveyance of the said **OTS** at the base rate as applicable.

H. By an order dated 8th February, 2018 passed by the Learned Debts Recovery Tribunal-I, Kolkata in Case No. OA/483/2015 (State Bank of India – Vs- The Statesman Ltd.) and Case No. SA/153/2015 (The Statesman Ltd. –Vs- State Bank of India), the said settlement petition was accepted and the Bank was directed to issue No Due Certificate against deposit of the full settlement amount with the Bank in terms of the said one time settlement.

I. Pursuant to and in terms of the said settlement, the Owner has deposited the upfront amount of Rs. 1.685 Crores and Rs. 3.30 Crores within the specified dates and is now required to pay the balance amount of Rs. 28.715 Crores within 31st March, 2019 together with interest as recited here above.

J. Pending settlement of the said dues of the bank, the parties have negotiated in between themselves, whereby, the parties have agreed to commercially exploit the Said Premises and the Developer in consideration of sharing the Net Sales Revenue herein reserved has agreed to undertake necessary addition, alteration, renovation and conversion of the existing Building upgrading its infrastructure and facilities including construction of new block wherever necessary thereon and extend necessary cooperation to the owner to enable them to comply with the order dated 8th February, 2018 passed by the Learned Debts Recovery Tribunal-I, Kolkata, (hereinafter referred to as the “**Project**”), on the terms and conditions recorded herein.

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


1. **DEFINITIONS:**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ADVOCATES– shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001.

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ALLOTTEE(S)- according to the context shall mean all the prospective or actual Allottee(s)/Purchaser(s) who would agree to acquire Unit(s) in the Project either on ownership basis and/or short term Lease/Tenancy basis, and for all unsold Units shall mean the Owner and the Developer in their respective allocations.

ARCHITECT - shall mean such person or persons who may be appointed for the Project.

ASSOCIATION- shall mean the Association under the West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto as may be formed by the Developer/Allottees of the Project for the purpose of looking after their welfare.


CARPET AREA- shall according to its context mean the net usable floor area of an Unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah or open terrace area, but including the area covered by the internal partition walls of the Unit.

COMMON AREAS, FACILITIES AND AMENITIES- shall mean and include the entire land of the Project, lifts, lift lobbies, fire escapes, entrances and exits, corridors, hallways, stairways, internal and external passages, passage-ways, roof of the Building, electricity installation room, overhead water tanks, underground reservoirs, water pumps and motors, drive-ways, common lavatories, Generators and generator room, transformer, Fire Fighting systems and other common facilities in the Project which may be decided by the Developer and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project.

COMMON EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Allottees/Occupiers of the Project and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottees/Occupiers. Provided however the charges payable on account of Generator, Electricity etc., consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

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COMMON PURPOSES— shall mean and include the purpose of managing, maintaining and up keeping the Project as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Allottees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Unit(s) exclusively and the Common Areas, Facilities and Amenities in common. The Common Area Maintenance will be undertaken by the Developer or its appointed professional Facility Management Company at actual Cost + 15% management fee basis.

COMPLETION CERTIFICATE shall mean the completion certificate or such other certificate by whatever name called, issued by the Architect/municipal authority permitting occupation of the Project, which would have provisions for civic infrastructure such as water, sanitation and electricity.

DATE OF COMMENCEMENT OF ALLOTTEE'S LIABILITY - shall mean the date on which the Allottees of the Units shall take actual physical possession of their Units after fulfilling all their liabilities and obligations in terms of the respective Agreements to be executed for the purpose or the date next after expiry of the Possession Notice for such Unit irrespective of whether Allottees of the Units take actual physical possession or not, whichever is earlier.

DEPOSITS/EXTRA DEVELOPMENT CHARGES/TAXES— shall mean the amounts as may be decided by Developer after approval of the plan to be deposited/paid by the Allottees of the Unit or their respective nominees as the case may be to the Developer to be appropriated by the Developer exclusively without sharing with the Owner.

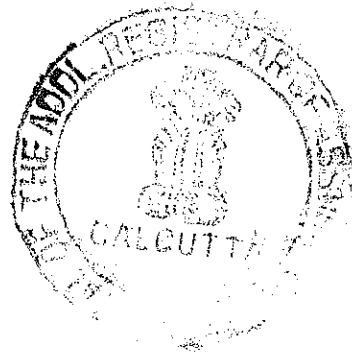
DEVELOPER'S ALLOCATION—shall mean **47.5% (forty seven and half percent)** of the Net Sales Revenue generated from the sale proceeds / rental (in case of lease/tenancy) of Units of the Project comprising of various Units and/or area in the building on the Said Premises **TOGETHER WITH** the share in the same proportion in car parking spaces (open, covered or mechanical) **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

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FORCE MAJEURE—shall mean and include an event or act of God whereby the Parties herein will be barred to fulfill or perform their respective obligation under this Agreement.

MAINTENANCE—shall mean the Maintenance of the Project by the Developer or its Nominated Facility Management Agency with inputs from a representative of the Owner.

MARKETING— shall mean selling, leasing, letting out or otherwise dealing with any Unit/space in the Project.

MARKETING AGENCY— shall mean any agency as may be appointed by the Developer in consultation with the Owner for sale or marketing of the Units and Saleable areas comprised in the Project.

MARKETING EXPENSES —shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Project, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other expenses on actual as the Developer would incur.

NET SALES REVENUE – shall mean Gross Sale Revenue less:

- (a) Goods & Service Tax (GST) and other taxes will be charged/realized from the customers, as may be applicable from time to time;
- (b) Marketing Costs and Brokerage cost incurred for the Project
- (c) Other Deposits and Charges: “**Other Deposits and Charges**” are collected from the transferees along with applicable Taxes shall mean the following:
 - i). Any deposits / charges , electricity connection, Water connection Charges, STP/WTP Charges, generator, installation of transformer, maintenance deposit, advance maintenance charges, legal /documentation charges, collected from the Allottes/s which shall not be forming part of consideration for the units of the Project to be sold to such Allotees.
 - ii). Stamp duty and registration fees and other incidental and allied costs, expenses etc. received, collected and recovered

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from the Allottee for the purposes of execution and/or registration of the agreement for sale / conveyance deed or other instruments/documents for Transfer of the flats / units of the Project;

iii). Cost received for any extra customization work carried out by the Developer at the instance of Transferee/s in addition to the standard Specification of the buildings and flat as stated in the agreements for sale with the Transferee/s.

OWNER'S ALLOCATION- shall mean **52.5% (fifty two and half percent)** of the Net Sales Revenue generated from the sale proceeds/rental (in case of lease/tenancy) of Units of the Project comprising of various Units and/or areas in the building **TOGETHER WITH** the share in the same proportion in car parking spaces **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space.

PARKING SPACE- shall mean all the spaces whether open or covered, of the Project expressed or intended to be reserved for parking of motor cars/two wheelers.

PLAN- shall mean the plan of the "Project" to be approved by Kolkata Municipal Corporation and other statutory authorities together with all modifications and/or alterations thereto from time to time made or to be made by the Developer either under advice and/or on the recommendation of the Architect from time to time and approved by the sanctioning authorities.

POSSESSION NOTICE -shall mean the notice contemplated in clause 14.1 below.

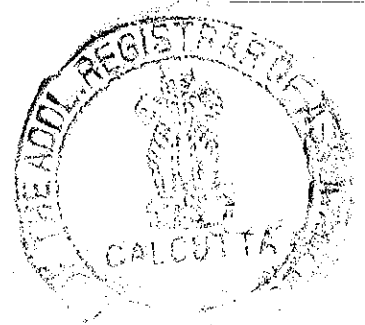
PROJECT- shall mean the upgradation as per the plan already submitted or to be submitted with KMC & other statutory authorities for their approval of the existing building on the said Premises, by undertaking necessary addition, alteration, renovation and conversion of the existing Building and upgrading infrastructure and facilities thereof including construction of new block thereon and the common areas, amenities and facilities therein in terms of this Agreement by the Developer at its costs and expenses.

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PROPORTIONATE OR PROPORTIONATELY -according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Project and where it refers to the share of the Owner in the Project, shall mean **52.5% (fifty two and half percent)** and where it refers to the share of the Developer in the Project, shall mean **47.5% (forty seven and half percent)**.

RIGHTS OF CONSTRUCTION, DEVELOPMENT AND SALE - shall mean, in addition to or subject to what has been provided for elsewhere in this Agreement, the right of construction and development of the said project and property and shall include (but not be limited to), amongst others, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take possession of the building/said premises and every part save and aside areas specified in Clause 7.1 hereinbelow thereof for the purpose of undertaking the Project work in the manner herein contained;
- (b) carry out necessary work for the Project and remain in control of the said building/premises or any part thereof until the completion of the Project;
- (c) apply for and obtain from the relevant authorities all approvals, permissions, no objections etc, for the Project that are required to be obtained by the Developer in terms of this Agreement at its own costs and expenses;
- (d) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the project work and to pay the wages, remuneration and salary of such persons;
- (e) obtain plan from appropriate authority in respect of the Project and complete the same as per plan,
- (f) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law, any municipal corporation or Governmental Authority in relation to the Project necessary for the full, free, uninterrupted completion of the Project;
- (g) carry out and comply with all the conditions contained in the Approvals, permissions, no objections as may be obtained from time to time;

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- (h) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights Units
- (i) manage the said Project and the facilities/common areas by itself during development: or through its nominated professional Facility Management Company upon receipt of CAM charges as mentioned hereinabove;
- (j) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law;
- (k) demarcate the common areas and facilities in the Project, as per the lay out plan ;
- (l) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

ROOF - shall mean and include the ultimate roof of the Building.

SAID PREMISES -shall mean All That the piece and parcel of land containing an area of 4 Bighas 6 Cottahs 15 Chittacks 7 Sq.ft. be the same a little more or less and the existing building thereon namely "Statesman House" situated at and being Premises No. 4, Chowringhee Square, Post Office-GPO, Kolkata, Police Station-Bowbazar, Kolkata- 700 001.


SAID SHARE -shall mean the undivided variable proportionate indivisible part or share in the land comprised in the said premises attributable to either party's allocation as in the context would become applicable.

SPECIFICATION - shall mean the specification for the said Project as may be decided by the Developer in consultation with the architect.

TITLE DEEDS -shall mean the documents of title of the said premises as referred to herein.

TRANSFER - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of right, title & interest of Units in a building to the Allottees thereof as per law.

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UNITS - shall mean existing building or space to be utilized as shop, office, restaurants, work place or for undertaking any other lawful commercial activity in the "**Project**".


2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided :-

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or clause thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, notification, bye-laws, terms or direction any time issued under it.

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- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. **OWNER'S REPRESENTATIONS:**

3.1 The Owner has represented and warranted to the Developer as follows:-

- (a) Subject to the said mortgage, the Owner is absolutely seized and possessed of All That the said premises. Save the mortgage with the State Bank of India as aforesaid and existing tenancy of HDFC Bank Limited on the part of the Ground floor of the said premises, no person other than the Owner has any right, title and/or interest, of any nature whatsoever in the said premises or any part thereof.
- (b) The Owner has the marketable title in respect of the said premises subject however to the first charge and/or encumbrance in favour of State Bank of India.
- (c) Subject to fulfillment of the terms of the order passed by DRT-I, Kolkata, the Owner shall have full right, power and authority to enter into this Agreement and the necessary permissions, authorizations and approvals in that respect exist.
- (d) The Owner has made all material disclosures in respect of the said premises. State Bank of India is presently holding the first charge over the said premises and the original title deeds in respect of the said premises is accordingly held by State Bank of India.
- (e) The Owner shall settle and dispose of all the suits presently pending before the Hon'ble High Court, City Civil Court and other Tribunals at Calcutta.
- (f) The Owner shall arrange to settle all its existing liabilities or any liabilities that may arise in future at its own costs and expenses and shall keep the Developer and the said premises fully safe, harmless and indemnified against payment of the same in any manner whatsoever.

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- (g) The Owner shall ensure that its liabilities if any shall not be an impediment to the said project.
- (h) The Owner has not entered into any agreement for sale or transfer or lease or development or any other agreement in respect of the said premises with any person or persons whatsoever.
- (i) The said premises is not affected by any requisition or acquisition or vesting or alignment or scheme of any authority or authorities under any law and/or otherwise.
- (j) No portion of the said premises is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipal Corporation or any other Public or Statutory Body or Authority.
- (k) The said premises is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Owner for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force including but not limited to Employees Provident Fund & other statutory dues related to its employees & workers.
- (l) All rates, taxes and impositions in respect of the said premises shall be duly paid and discharged by the Owner up to the date of approval of the project plan and thereafter shared as per agreed ratio of revenue sharing till completion of the project.
- (m) The Owner shall not do nor permit any one including its employees, workman, shareholders, agents, creditors or any other related party to do any act, deed, matter or thing which may affect the project work, and marketing of the Building or which may cause charge, encroachments, litigations, trusts, liens, lispensens, attachments and liabilities on the said premises.
- (n) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said premises and there are no facts, which may give rise to any such dispute.

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- (o) The Owner shall not transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said premises or part thereof in any manner whatsoever till the completion of the Project save and except creation of mortgage in favour of the Developer as security and/or for availing construction finance by the Developer.
- (p) A portion 12898 sft. is occupied by Owner & a portion 1745 sft Built Up Area is occupied by its tenant HDFC Bank on the ground floor and the Developer will take necessary precautions so that the disturbance resulting out of the development is minimized to the Owner & HDFC Bank. The Owner shall extend necessary cooperation to facilitate the redevelopment of the project in this regard. Owner will be entitled to rent receivables from the HDFC bank.
- (q) The Owner shall procure or cause to be procured all internal approvals, deeds, things as may be required by the Developer for entering into this agreement which includes but is not limited to holding of Extra Ordinary General Meeting of the share holders.

4. **DEVELOPER'S REPRESENTATION:**

4.1 The Developer has represented and warranted to the Owner that the Developer is carrying on business of quality construction and development of real estate and has sufficient infrastructure and expertise in this field.

4.2 The Developer has represented and warranted to the Owner that construction finance against mortgage of the said premises shall strictly be in terms of Clause 10.4 hereinbelow.

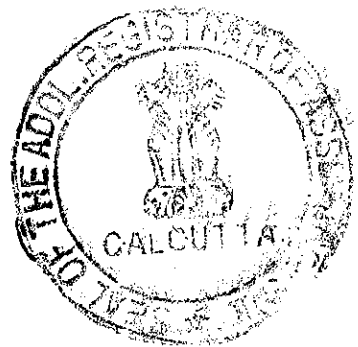
4.3 The Developer has represented and warranted to the Owner that it has the financial capability to implement this development in a time-bound manner, adhering to the standard codes of construction and safety.


4.4 The Developer has represented and warranted to the Owner, and the Owner has accepted in good faith, that the Developer is not involved in any litigation that may jeopardise the timely completion of this Project.

4.5 The Developer has represented and warranted to the Owner that it has complied with all statutory, legal, secretarial regulations and is not in breach of any law, rule and regulation that may jeopardise the timely completion of this Project, and the Owner has accepted this in good faith.

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5. **APPOINTMENT AND COMMENCEMENT:**

5.1 Subject to the compliance of Clause 6.2, the Owner hereby authorizes the Developer as the sole & exclusive developer for implementation of the Project.

5.2 Subject to the compliance of Clause 6.2, this Agreement shall commence and be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

6. **BASIC UNDERSTANDING:**

6.1 The Parties have mutually decided to take up execution of the Project and commercial exploitation of the same in the manner contained in this Agreement, with the main crux being that the Developer apart from making payment to the Owner of a sum of Rs. 1 Crores as and by way of Interest Free Refundable Deposit at or before execution of this agreement and also extend necessary cooperation to the Owner to comply with the order dated 8th February, 2018 passed by the Learned Debts Recovery Tribunal-I, Kolkata and complete the Project at its own costs and expenses. In consideration of Developer agreeing to execute the Project, the Owner agrees to share the Net Sales Revenue as per agreed ratio mentioned in this agreement & transfer the Units/Saleable Spaces to the Allottee(s) jointly with the Developer.

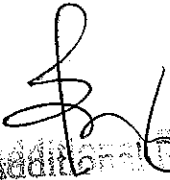
6.2 By virtue of the rights hereby granted and in consideration of sharing the Net Sales Revenue, the Developer is irrevocably appointed and authorised by the Owner to execute the said Project and jointly with the Owner deal with the Units/spaces either on outright sale basis or on short term leasing/rentals.

6.3 The Project shall be completed in accordance with the Plan already submitted with the authorities including future addition & alteration as necessary or as per advice of the architect with specified areas, amenities and facilities to be enjoyed in common.

6.4 The Parking Space of the New Building though to be owned by the Owner and the Developer in their respective proportion as aforesaid, shall be utilized by the parties on "pay and park basis" to be operated by the Developer in






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consultation with the Owner and share the net income after deducting operating expenses related to parking as per agreed ratio.

6.5 It is provided herein that if the situation arises anytime hereafter, the parties may decide to demarcate the Units/areas in respect of their respective allocation on rateable basis. In such event the parties shall enter into a separate allocation agreement wherein the Units/areas and proportionate common areas appurtenant thereto together with undivided impartible proportionate share in the said premises shall be mutually allocated by and between the Owner and the Developer and each party shall then be entitled to sell or transfer its allocation separately; in that event the Owner shall forthwith refund the entire and/or balance amount of the refundable/adjustable security deposit and/or any other amount due and payable to the Developer on any other account from the very first sale proceeds of Owner's allocation. After completion of the project, if the Owner wishes to retain its allocation, in that event the Owner shall first refund the outstanding amount of security deposit immediately to the Developer, applicable GST if any, proportionate extra development charges, Maintenance Deposit etc. on the retained allocated area and till such time the said payments are made by the Owner, the Developer shall be entitled to exercise lien over the Owner's Allocation for the outstanding amounts.

7. **AUTHORITY TO ENTER:**

Simultaneously with the execution of this agreement the Owner shall handover khas, peaceful & vacant possession of the said premises including the Building save and except the area occupied by HDFC Bank Limited and Owner's office to the Developer for execution and implementation of the Project. The possession granted by the Owner to the Developer shall not be deemed to be a transfer under Income tax Act or under section 53A of the Transfer of Property Act, 1882.

8. **STEPS FOR EXECUTION OF THE PROJECT :**

8.1 The Developer at its own costs and expenses shall obtain approval of the Building plan from the Kolkata Municipal Corporation and other statutory authorities including any alterations, modifications or revisions thereof in the name of the Owner.

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8.2 All necessary clearances from Heritage Conservation Committee, Kolkata Municipal Corporation, Kolkata Improvement Trust, Microwave Survey Division, Survey Observation report from KMC and provisional no objection certificate from West Bengal Fire and Emergency Services as also all other permissions, approvals, sanctions, no-objections and other statutory formalities for approval of the Building Plan and for commencement of project work shall be obtained by the Developer at its own cost and expenses in the name of the Owner.

8.3 The Owner shall sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for sanction of the Building Plan, and other necessary permissions, as and when required by the Developer without any objection of whatsoever nature and within 7 (Seven) days of the request being made along with the documents being made available to the Owner.

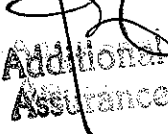
8.4 The rights to construction and development granted herein includes the exclusive right, authority and authorization to the Developer to:-

- a. appoint reputed contractors, sub-contractors, agents, engineers, labourers, mistries, masons, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Developer;
- b. enter into agreements for implementing the Project and making available the various facilities;
- c. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
- d. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owner and shall keep the Owner safe, harmless and indemnified against all liabilities both civil & criminal arising out of lapse on part of the Developer in implementation of the Project.

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8.5 The Owner shall grant to the Developer and/or nominees a General Power of Attorney simultaneously with the execution of this Agreement for the following purposes :-

- i) All purposes for obtaining sanction of plan including additions/alterations/modifications thereof;
- ii) For obtaining various necessary permissions and sanctions from different authorities in connection with or related to the sanction plan and construction and completion of the Project and also pursuing and following up the matter with all authorities in this regard;
- iii) For obtaining temporary and permanent connections of water, electricity, drainage, sewerage, gas, lifts etc., in the said premises and use and enjoyment of the Saleable Spaces and other spaces, areas, rights and benefits at the said premises.
- iv) To create mortgage of the said Premises for availing construction finance.
- v) To negotiate for sale/transfer in respect of the saleable spaces/Units of the project and to enter into agreement for sale, transfer, lease out, let out, conveyance/transfer/lease deed or to grant any other right in respect of various portions of saleable spaces/Units of the Project and to receive earnest money or consideration from time to time and to sign and give valid and effectual receipts or discharges thereof. To sign and execute necessary documents for availing loan by the prospective purchasers/transferees for purchasing /acquiring Unit in the said Project

Apart from the aforesaid General Power of Attorney the Owner shall execute such other Power of Attorney as may be required by the Developer in the matter of implementation of the Project.

8.6 While exercising powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owner and/or go against the spirit of this agreement. The said Power of Attorney shall be specific and valid for the purposes that would be given and shall not be revoked during the subsistence of this agreement.

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9. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF PROJECT:

9.1 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct, erect and complete the Project in pursuant to the plan to be sanctioned by the sanctioning authorities and as per the specifications recommended by the Architect.

9.2 The Developer will commence the project work within 60 days from receiving all permissions, approvals, sanctions, No objections etc., for commencement for project work and will complete the Project within a period of 3 years from the date of commencement of the project work on the said premises with a grace period of 6 (Six) months, both subject to force majeure.

9.3 The decision of the Architect regarding measurement of area constructed and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

9.4 The Developer is hereby authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the Project, but in no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

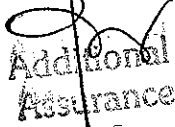
9.5 All tax liabilities in relation to construction and development of the Project and more particularly GST shall be paid by the Developer or the Allottees and the Owner shall have no liability for the same except for the retained Units and the Unsold Units. The Owner shall pay and/or deposit such GST immediately after demarcation of the respective allocation and shall keep the Developer safe, indemnified and harmless. If any liability is imposed by the GST authorities for development of the Owner's allocation, in such event such liability shall be paid and discharged by the Owner and the Owner shall keep the Developer safe, harmless and indemnified in respect thereof.

10. DEPOSITS AND FINANCIALS:

10.1 Simultaneously with the execution of this Agreement, the Developer has paid a sum of Rs.1,00,00,000/- (Rupees One Crores only) to the owner as Interest Free Refundable Security Deposit

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10.2 The aforesaid sum of Rs.1,00,00,000/- (Rupees One Crores only) or any other sums, if paid, shall be treated as security deposit by the Developer with the Owner under this agreement and shall be refunded by the Owner to or with the Developer by adjusting with the net revenue allocable to the Owner. In case of changed scenario as contemplated in clause 6.5 or if sale/leasing is not complete but the project is completed and the Owner fails to refund the Interest Free Refundable Deposit, in that event the Owner shall be liable to pay interest on refundable deposit and/or any other amount due and payable to the Developer on any other account at the rate of 15% per annum for the delayed period of 2 (two) months after completion of the project and thereafter the said rate of interest shall stand increased into 20% per annum until payment. If the said amount remains outstanding for a period of 6 (six) months from the due date, in such event the Developer shall have the option to dispose of such area out the Owner's Allocation at such consideration as would be deemed appropriate to liquidate the said dues.

10.3 As further security for due repayment of the said Deposit and/or any other amount due and payable to the Developer on any other account, the Owner shall simultaneously with the execution of these presents and upon release of the original documents of title in respect of the said premises by the State Bank of India, deposit the same with the Developer with an intent to create a security therefor. A fresh charge on the said Premises shall be created and would be registered with Registrar of Companies, West Bengal in favour of the Developer and/or create a Registered Mortgage of the said property in favor of the developer.

10.4 The Developer will be entitled to mortgage the said Premises for obtaining construction finance subject to a maximum amount to Rs.50,00,00,000/- (Rupees fifty Crores only) in its own name and the Owner shall execute all necessary documentation for creating the said mortgage. The Developer shall avail the said loan solely based on its own commitments of repayment. Disbursement of the said loan amount will be taken as & when the said amount will be required for the purpose of the project in the event of any shortfall in realization of the revenue from sale. The Owner will in no way be liable for repayment of such loan nor will its share of Net Sales Revenue be adjusted for repayment of said loan. The Developer indemnifies the Owner and keeps them safe and harmless.

11. **MUNICIPAL TAXES AND OUTGOINGS:**

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11.1 All Municipal rates, taxes and outgoings of the said premises relating to the period prior to the approval of the building plan shall be borne, paid and discharged by the Owner.

11.2 From the date of approval of the building plan the Owner & Developer shall pay in proportion to the agreed ratio of Revenue/Space Sharing the property taxes as also other outgoings, except electricity charges which shall be payable against actual usage, in respect of the said premises till such time the Project is ready for occupation, after which, the Parties and/or their respective Allottees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations. It is clarified that during the period of construction Owner will be liable only to pay electricity charges for portions occupied and common facilities exclusively enjoyed by it and by HDFC Bank, and that the balance of electricity expense will be borne by the Developer being a part of the Development Cost.

12. **TAXES:**

12.1 The Developer shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution and development of the Project.

12.2 The Developer is entitled to receive the Goods and Service Tax which will be paid by the Allottee(s)/purchaser(s) in respect of the Units in the Project. It is agreed and recorded that all benefits available in relation to the GST Input Credit Benefit will exclusively be available and/or be availed by the Developer in entirety.

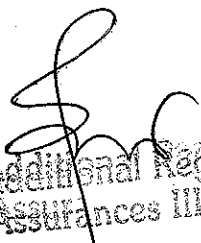
12.3 The GST required to be paid in respect of the Owner's Allocation in the event of transfer of the same would be paid by the Owner and/or its Allottees as and when the same becomes payable and GST required to be paid in respect of the Developer's Allocation would be paid by the Developer and the parties shall keep each other indemnified in respect thereof.

13. **DEALING WITH SPACES IN THE PROJECT :**

13.1 The principal policy decisions regarding the marketing and transfer of the Project (i.e. the total transferable constructed Units in the Project) including deciding the transfer price and revising the same from time to time shall be

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taken by the Developer with the concurrence of the Owner, which shall be decided by the Owner and Developer on a monthly or such other basis as may be deemed necessary by the Parties. The sale considerations in respect of the sale of Units of the Project shall be collected by the Developer & be deposited in a separate bank account to be opened for such purpose (in short called "Project Marketing Account"). No other bank account shall be used for deposit of the sale considerations from the Project. The Developer shall furnish to the Owner a statement of monthly sales & collection during the month by the 7th day of the next month. Upon receipt of such statement the Developer shall settle the accounts for that month with the Owner which shall thereafter not be challenged unless manifest error or omission is detected. Disbursement of the Net Sale Proceeds, i.e., after deducting from the gross amount to be received from the prospective allottees, all the deductibles which include Extra Development Charges, GST or any other present or future taxes payable on transfer of the Units, stamp duty, registration fees and other allied costs and expenses deposits etc, to the parties in the ratio mentioned above will be made within 7th day from the date of submission of monthly sales account.

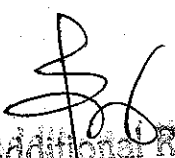
13.2 The Developer is entitled to negotiate for sale/transfer in respect of the saleable spaces/Units of the project and to enter into agreement for sale, transfer, lease out, let out, conveyance/transfer/lease deed or to grant any other right in respect of various portions of saleable spaces/Units of the Project and to receive earnest money or consideration from time to time and to sign and give valid and effectual receipts or discharges thereof. To sign and execute necessary documents for availing loan by the prospective purchasers/transferees for purchasing /acquiring Unit in the said Project

13.3 All the spaces in the Project will be marketed through one or more Marketing Agency, to be appointed by the Developer in consultation with the Owner, from time to time (collectively Marketing Format).

13.4 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the Project shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocate of the Developer and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.

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13.5 In case of area allocation, the Developer shall make over possession of the Owner's Allocation or so much thereof as would be ready for possession, subject to the Owner making payment of applicable GST, Extra Development Charges, Deposits etc. and refunding the refundable/ adjustable Security deposit and/or any other amount due and payable to the Developer on any other account to the Developer as per clauses herein contained.

13.6 The Developer for self and as constituted Attorney of the Owner shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any Unit/space in the Project as aforesaid unto and in favour of the intending allottees and the cost for stamp duty and registration charges in respect thereof shall be borne by the allottees as the case may be.

14. **POST COMPLETION MAINTENANCE:**

14.1 Upon receipt of Completion Certificate the Developer shall give notice of Possession to the Owner and/or the Allottees.

14.2 In case of separate allocation of any part of the Owner's Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in terms of clause 15.1 below and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof and further the Owner complied with its payment obligation as more fully mentioned in clause 13.4 to the Developer, the Owner shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges and municipal and all other property related taxes (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.

14.3 The Parties or their respective Allottee or Allottees shall pay or deposit the following proportionate costs for their allocation:-

- a. All costs for obtaining electricity connection(s).
- b. All deposits required to be made with CESC Ltd.
- c. Proportionate costs for electricity connection charges, Generator Installation Charges.

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- d. Sinking fund deposit.
- e. Maintenance deposit.
- f. Municipal tax deposit.
- g. Documentation charges.
- h. Registration Processing Charges and allied expenses.

14.4 The Parties and respective Allottees/nominees shall punctually and regularly pay the rates and taxes for their respective Units to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

14.5 The Developer or its Nominated Professional Facility Management Company shall manage and maintain the Common Portions and services of the Project and shall collect the costs plus 15% Management Fees, Sinking Fund & Promotional Expenses therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the Building, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment.

14.6 The Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Allottees. In case the parties decide to follow the Space sharing model in that event all the allottees including those under the Owner's Allocation shall pay the Extras and Deposits (EDC) to the Developer for the Units to be acquired. If certain parts of Owner's allocation remain unsold on completion construction of the entire Project, such extras and deposits shall be payable by the Owner along with GST as applicable.

15. **OBLIGATIONS OF DEVELOPER:**

15.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government.

15.2 The Developer shall be responsible for planning, designing and completion of the Project with the help of professional bodies, contractors, etc.

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15.3 The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.

15.4 The Developer shall complete the Project at its own costs and responsibility. Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the allottees of spaces and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damage for any default or failure or breach on the part of the Developer.

15.5 The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rules applicable for undertaking the project work.

16. **OBLIGATIONS OF THE OWNER:**

16.1 The Owner undertakes to handover peaceful vacant possession of the said premises unto the Developer.

16.2 The Owner undertakes to fully co-operate with Developer for obtaining all permissions required for development of the said premises.

16.3 The Owner undertakes to act in good faith towards Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

16.4 The Owner shall provide the Developer with any and all documentation and information relating to the said premises as may be required by Developer from time to time.

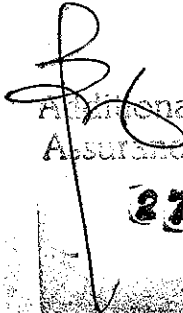
16.5 The Owner shall not do any act, deed or thing whereby Developer may be prevented from discharging its functions under this Agreement.

16.6 The Owner hereby covenants not to cause any interference or hindrance in the execution of the Project.

16.7 The Owner hereby covenants not to assign its right, title and interest in the said premises nor enter into any agreement, let out, grant lease, transfer,

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mortgage and/or charge the said premises or any portions thereof save in the manner envisaged herein during the subsistence of this Agreement.

16.8 The Owner hereby covenants that in case of any dispute raised by its employees, workman, shareholders and creditors whereby the project work is hampered in any manner, in that event the Owner at its own cost and effort will forthwith take necessary recourses to remove such obstructions.

17. **INDEMNITY:**

17.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer or any of its representations and warranties being incorrect.

17.2 The Owner shall indemnify and 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 including marketing thereof for any successful claim by any third party for any defect in title of the said premises or any of his representations and the warranties being incorrect.

18. **MISCELLANEOUS:**

18.1 The Agreement entered into by and between the parties herein is and shall be on principal to principal basis.

18.2 The Owner and Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

18.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

18.5 It is understood that from time to time to facilitate the uninterrupted execution of the Project by the Developer, various deeds, matters and things

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not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to sign all such acts, deeds, matters and things and execute any additional power of attorney and/or authorisation as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

18.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

18.7 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of Developer's Allocation and Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's Allocation.

18.8 The name of the building shall be "**Statesman House**" and the logo of the Developer i.e. "**developed by the Merlin Group**" shall also be displayed on the Stair head room and/or the lift machine room of the ultimate roof, whichever will be the suitable place as decided by the Developer.

19. **DEFAULTS:**

19.1 If upon approval of the plan and the Developer obtaining all other permissions, approvals, sanctions from all authorities concerned to enable the Developer to start the project work at the said property, the Owner fails to comply with any of its obligations or the work cannot be started immediately thereafter or is delayed or after starting the work, the same is required to be stopped for any reason which is attributable to the Owner, in such event the Developer shall be entitled to claim damage for the loss it might sustain by reason of such delay or stoppage of work as aforesaid. If by reason of such

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delay or continued stoppage or hampered on a regular basis making it impossible for the Developer to complete the project work, and the Developer deciding to come out of the project and or terminate the Agreement, in such event the Owner shall be liable to refund to the Developer the entire deposit amount as aforesaid together with interest thereon @ of 20% (Twenty per cent) per annum from the date of such delay or stoppage until refund of the said deposit by the Owner to the Developer and the Developer shall be further entitled to claim such damage for the loss it may sustain by reason of the default of the Owner or by reason of any reason attributable by the Owner, the quantum of which may be intimated by the Developer to the Owner in writing and if the parties do not agree as to the quantum, in such event the amount may be settled by way of arbitration in terms of clause 25 herein below.


19.2 If the Owner complying with all its obligation to start the project work at the said property, the Developer fails to comply with any of its obligations or start the work immediately thereafter or is delayed or after starting the work, the same is stopped or delayed for any reason which is attributable to the Developer, in such event the Owner shall be entitled to claim damage for the loss it might sustain by reason of such delay or stoppage of work as aforesaid. If by reason of such delay or continued stoppage making it impossible for the Developer to complete the project work within the time prescribed, the Owner may decide to terminate the Agreement, in such event the Owner shall be liable to refund to the Developer the entire deposit amount as aforesaid without any interest thereon and the Owner shall be further entitled to claim such damage for the loss it may sustain by reason of the default of the Developer, the quantum of which may be intimated by the Owner to the Developer in writing and if the parties do not agree as to the quantum, in such event the amount may be settled by way of arbitration in terms of clause 25 herein below.

19.3 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with his/its obligation in default within 30 (Thirty) days and in the manner to be mentioned in the said notice.

19.4 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

19.5 If the default continues for a period of over 60 (Sixty) days after expiry of such notice, the notice of termination may be served by the aggrieved party at




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its sole discretion, and the matter referred to arbitration in terms of clause 25 herein below.

20. **FORCE MAJEURE:**

20.1 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner nor Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

20.2 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 (Seven) days thereafter.

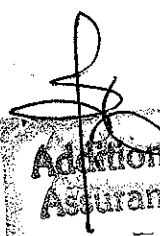
20.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

21. **ENTIRE AGREEMENT:**

21.1 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.

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22. CONFIDENTIALITY:

22.1 Neither party shall issue a publicity or press release or converse with the media regarding its contractual relations with the other party concerning this Agreement and will refrain from making any reference to this Agreement or to the other party in the solicitation of business, without obtaining the other party's prior written approval and consent to such action.

22.2 In the performance of this Agreement, each party may be exposed to confidential information or trade secrets of the other party. The parties herein agree that no party may disclose or use and shall cause its agents and contractors not to disclose or use any such confidential information or trade secrets without, in each instance, obtaining the express prior written consent of the owner thereof.

23. AMENDMENT/MODIFICATION:

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 and expressly referring to the relevant provision of this Agreement.

24. SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

25. ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the

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date on which negotiations are initiated, the Disputes shall be referred to, and finally resolved by Arbitral tribunal in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

26. **NOTICE:**

Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through speed post service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owner and Developer are concerned the notice should only be given to:

a) In case of the Owner:

Mr. Ravindra Kumar,
8A Minto Park Syndicate
13 D L Khan Road
Alipore, Kolkata-700027.
E-mail: rk.statesman@gmail.com

b) In case of the Developer:

Mr. Jagdish Baldwa,
22, Prince Anwar Shah Road,
2nd Floor,
Kolkata -700 033
E-mail: jagdish@merlinprojects.com

26.2 Any such notice or other written communication shall be deemed to have been served:-

a) if delivered personally, at the time of delivery.

b) if sent by prepaid recorded delivery or registered post or speed post, on the 4th day of handing over the same to the postal authorities.

V. An

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Additional Registrar of
Assurances III Kolkata.

27 MAR 2019



c) if sent by electronic mail or facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the electronic mail or facsimile was sent.

26.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by speed post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a electronic mail or facsimile message, that an activity or other report from the sender's electronic mail or facsimile machine can be produced in respect of the notice or other written communication showing the recipient's electronic mail or facsimile number.

27. **JURISDICTION:**

The courts at Kolkata alone shall have jurisdiction to entertain or try any action or proceeding arising out of this agreement.


THE SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an area of 4 Bighas 6 Cottahs 15 Chittacks 7 Sq.ft. be the same a little more or less together with the building standing there at, situated at being Premises No. 4, Chowringhee Square, Post Office- GPO-Kolkata, Police Station- Bowbazar, Kolkata- 700 001, Ward No.46, within the limits of The Kolkata Municipal Corporation, and butted and bounded in the manner following:-

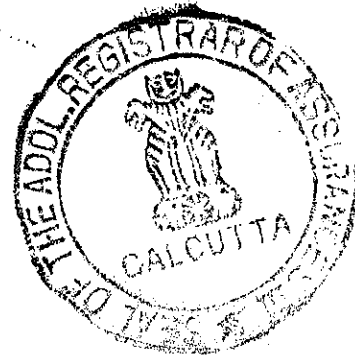
ON THE NORTH	:	By Chinese Temple;
ON THE EAST	:	By Central Bank Building;
ON THE SOUTH	:	By Chowringhee Square;
ON THE WEST	:	By Central Avenue.

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Additional Registrar of
Assurances III Kolkata

27 MAR 2019



IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals the day month and year first above written.

COMMON SEAL of the **OWNER** was affixed to these presents in the presence of Mr. Ravindra Kumar, a Director of the Company and Mr. Amit Gupta, Authorised Officer of the Company who were so authorized by the Board of Directors of the said Company by its resolution dated the 9th day of March, 2019 and who have also signed and executed these presents at Kolkata in the presence of :

[Signature]
 Sushil Mohla
 22 Prince Anwar Shah Road
 KOLKATA - 700033
[Signature]
 (R. P. GUPTA)
 21, TUGHLAK ROAD
 NEW DELHI - 110011

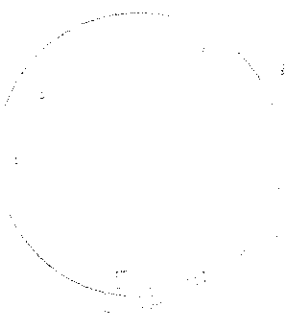
SIGNED SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of:

[Signature]
 Sushil Mohla
 22, Prince Anwar Shah Rd
 KOLKATA - 700033
[Signature]
 (R. P. Gupta)
 21, TUGHLAK ROAD
 NEW DELHI - 110011

[Signature]
 Ravindra Kumar
 MANAGING DIRECTOR
 (R. VINDRA KUMAR)

Amit Gupta
 (Authorised officer)

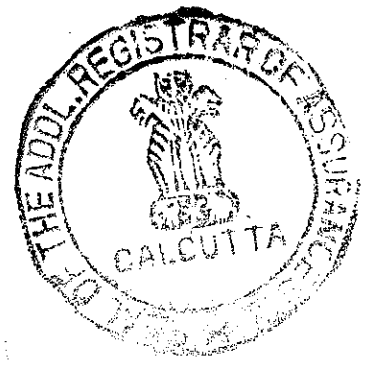
MERLIN PROJECTS LTD.
[Signature]
 Authorised Signatory/Director



[Handwritten Signature]

Additional Registrar of
Assurances III Kolkata.

27 MAR 2019



RECEIVED of and from the within-named Developer the within-mentioned sum of **Rs.1,00,00,000/- (Rupees One Crore only)** as per Memo below:-

MEMO OF CONSIDERATION

By RTGS/Cheque No.	Date	Bank's name & Branch	Amount paid
735785	25.03.2019	State Bank of India, Jeevan Deep, Kolkata	Rs. 1,00,00,000/-
		Grand Total:	Rs. 1,00,00,000/-

(RUPEES ONE CRORE ONLY).

Arunita Banerjee
+
EDITOR & MANAGING DIRECTOR

WITNESSES:

Susmit Mohla
Susmit Mohla
22, Prina Anwar Shah Road
KOLKATA - 700033.

R.P. Gupta
(R.P. GUPTA)
21, TUGHLAK ROAD

Drafted by : *NEW DELHI - 110011*

Arunita Banerjee
Ms. Arunita Banerjee
Advocate, High Court, Calcutta
WB/1215/2012


Additional Registrar of
Assurances III Kolkata
27 MAR 2019



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-038152487-1

Payment Mode

Online Payment

GRN Date: 26/03/2019 19:31:53

Bank : IDBI Bank

BRN : 208156500

BRN Date: 26/03/2019 19:34:34

DEPOSITOR'S DETAILS

Id No. : 19030000503998/2/2019

[Query No./Query Year]

Name : MERLIN PROJECTS LTD

Contact No. : Mobile No. : +91 9836745145

E-mail :

Address : 22 PRINCE ANWARSHA ROAD KOLKATA 700033

Applicant Name : Mr VICTOR MOSES AND CO

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement


PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19030000503998/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	19030000503998/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	100025

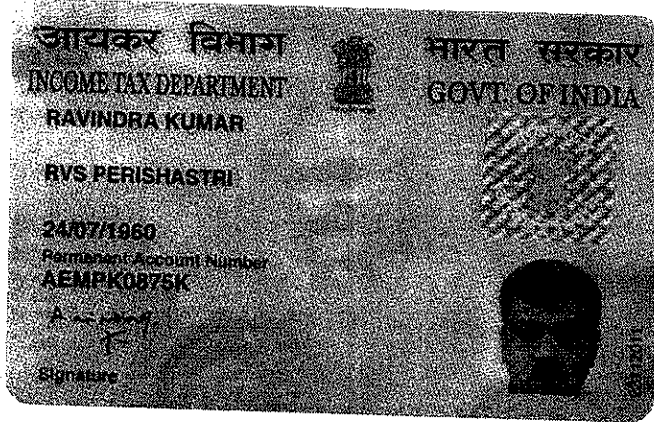
In Words : Rupees One Lakh Seventy Five Thousand Forty Six only

Total

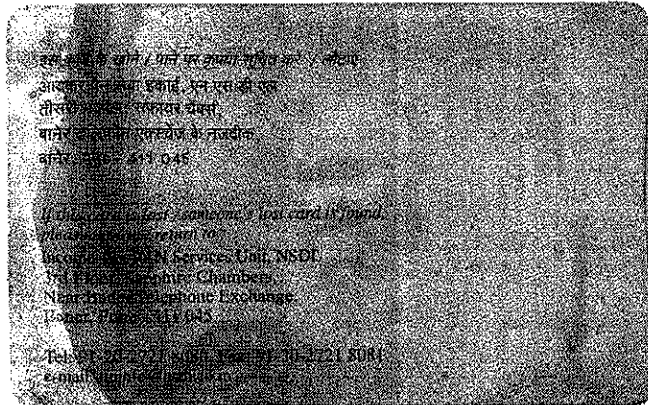
175046


Additional Registrar of
Assurances III Kolkata.
27 MAR 2019





Ravindra
T.



Ravindra
T.





Government of India

রবীন্দ্র কুমার
Ravindra Kumar
পিতা : আর ডি এ পেরীসাস্ত্রী
Father : RUDRABHATLA VENKATASURYA PERI
SASTRI
জন্ম সাল / Year of Birth : 1960
পুরুষ / Male



7140 0043 8891

আধার - সাধারণ মানুষের অধিকার

*Ravindra
t.*



ভারতীয় পরিচয় পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
১৩, ডি.এল.খান রোড, আলিপুর
এইচ.ও, কোলকাতা, পশ্চিমবঙ্গ,
700027

Address:
13, D.L.KHAN ROAD, Alipore
H.O, Alipore, Kolkata, West
Bengal, 700027

7140 0043 8891

1847
1800 300 1847

help@uidai.gov.in

www.uidai.gov.in

*Ravindra
t.*



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AMIT GUPTA

SHRI KRISHAN GUPTA

26/06/1975
Permanent Account Number
AAJPG4156C

Amit Gupta
Signature

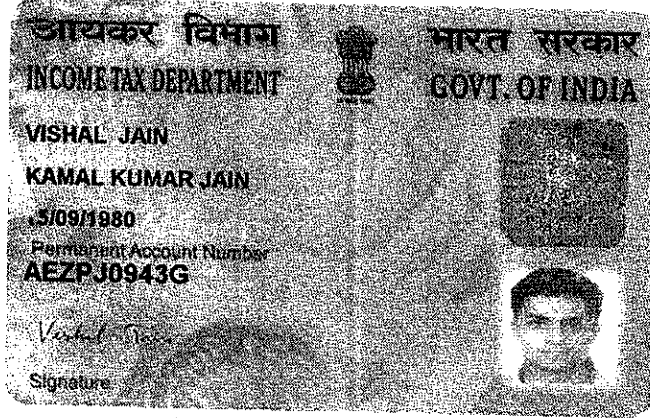


Amit Gupta

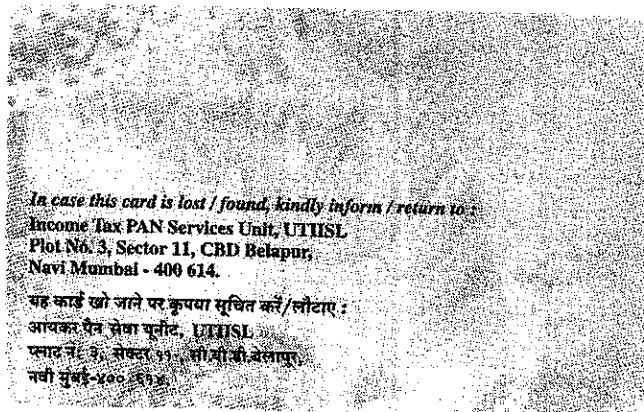
यदि कार्ड के खोने / पाए पर आपका व्यक्ति गैर / लोटेरा
आयकर पेन लेना इकाई, एन एस डी एल
दोसरी संश्लोक संकायत वेबसाई
बोनर टेलिफोन एक्सचेंज के नजदीक
बोनर, पुना - 411 048

If this card is lost / someone's lost card is found,
please inform / return to
Income Tax E-N Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Boner Telephone Exchange,
Boner, Pune - 411 048
Tel: 020-2619-3880, 2619-3881-20-2721-5881
E-mail: income@nsdl.com






Vishal Jain



Vishal Jain



DEBTS RECOVERY TRIBUNAL 1, KOLKATA

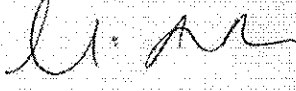
Page No. -	Order Sheet(continuation)	
Case NO.OA/483/15	State Bank of India vs. The Statesman Ltd.	
Date of the order	Order with signature	Office order with date and dated signature of parties when necessary
08/02/18	<p>Put up petition being IA No. 173/2018 have been filed by Applicant Bank and the Defendants jointly.</p> <p>Ld. Counsel Mr. Loknath Chatterjee, Mr. B.K. Singh and Mr. Dipak Kr. Chakraborty appear for the Applicant Bank.</p> <p>Ld. Counsel Ms. Anamika Pandey and Amrita Pandey appear for the Defendants.</p> <p>Ld. Advocate for the Applicant Bank and the Defendants filed joint application for settlement. As per settlement the Defendants will pay total amount for Rs. 33.70 Crore. Upfront money of Rs. 1.685 Crore already paid by the Defendants and has been appropriated towards the settlement amount. An amount of Rs. 3.30 Crore will be paid by the Defendants by 31/03/2018 and balance amount of Rs. 28.715 Crore will be payable by the Defendants by 31/3/2019 interest will be charged on the balance amount paid after three months from the 15th date of the conveyance of this compromise approval at Base Rate as applicable. Hence, both parties jointly pray for allowing terms and conditions of the compromise decree.</p> <p>In the above circumstances, the terms & conditions of the compromise is allowed.</p> <p>The mortgaged properties will be released and the 'No dues Certificate' will be issued against the deposit of the full OTS amount of Rs33.70 Cr. as per the schedule of repayment and interest.</p> <div style="text-align: right; margin-top: 10px;">  </div>	

WEBSITE
DRT I, KOLKATA

Presiding Officer
Debts Recovery Tribunal No-1
Kolkata

Rina. S

DEBTS RECOVERY TRIBUNAL 1, KOLKATA

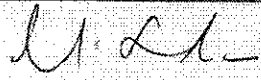
Page No. -	Order Sheet(continuation)	
Case NO. OA/483/15	The Statesman Ltd. vs. State Bank of India	
Date of the order	Order with signature	Office action with date and date of signature of parties when necessary
	<p style="text-align: center;">Order of injunction restraining the Statesman Ltd, it servants, agents and assigns from dealing with/or transferring its immoveable properties and/or assets, as more fully described in Scheduled 'C' to OA/483/2015, without leave of this Tribunal, till the Statesman Ltd has made complete payment in terms of the compromise settlement .</p> <p style="text-align: center;">OA/483/15 is disposed of as settled under terms and conditions of compromise.</p> <div style="text-align: center; margin-top: 20px;">  (Makena Srinivasa Rao) Presiding Officer </div> <div style="text-align: center; margin-top: 20px;"> Presiding Officer Debts Recovery Tribunal No- 1 Kolkata </div>	

DEBTS RECOVERY TRIBUNAL 1, KOLKATA

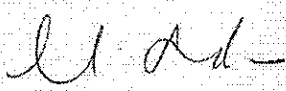
Page No. -		Order Sheet(continuation)	
Case NO.SA/153/15		The Statesman Ltd. vs. State Bank of India	
Date of the order	Order with signature		Office action with date and date of signature of parties when necessary
08/02/18	<p style="text-align: center;">Put up petition being IA No. 152/2018 have been filed by Sarfaesi Applicant and the Respondent Bank jointly.</p> <p style="text-align: center;">Ld. Counsel Ms. Anamika Pandey and Amrita Pandey appear for the Sarfaesi Applicant.</p> <p style="text-align: center;">Ld. Counsel Mr. Loknath Chatterjee, Mr. B.K. Singh and Mr. Dipak Kr. Chakraborty appear for the Defendants.</p> <p style="text-align: center;">Ld. Advocate for the Sarfaesi Applicant and the Respondent Bank filed joint application for settlement. As per settlement the Applicant will pay total amount for Rs. 33.70 Crore. Upfront money of Rs. 1.685 Crore already paid by the Sar. Applicant and has been appropriated towards the settlement amount. An amount of Rs. 3.30 Crore will be paid by the Sarfaesi Applicant by 31/03/2018 and balance amount of Rs. 28.715 Crore will be payable by the Sar Applicant by 31/3/2019 interest will be charged on the balance amount paid after three months from the 15th date of the conveyance of this compromise approval at Base Rate as applicable. Hence, both parties jointly pray for allowing terms and conditions of the compromise decree.</p> <p style="text-align: center;">In the above circumstances, the terms & conditions of the compromise decree is allowed.</p> <p style="text-align: center;">The mortgaged properties will be released and the 'No dues Certificate' will be issued against the deposit of the full OTS amount of Rs33.70 Cr. as per the schedule of repayment and interest.</p>		

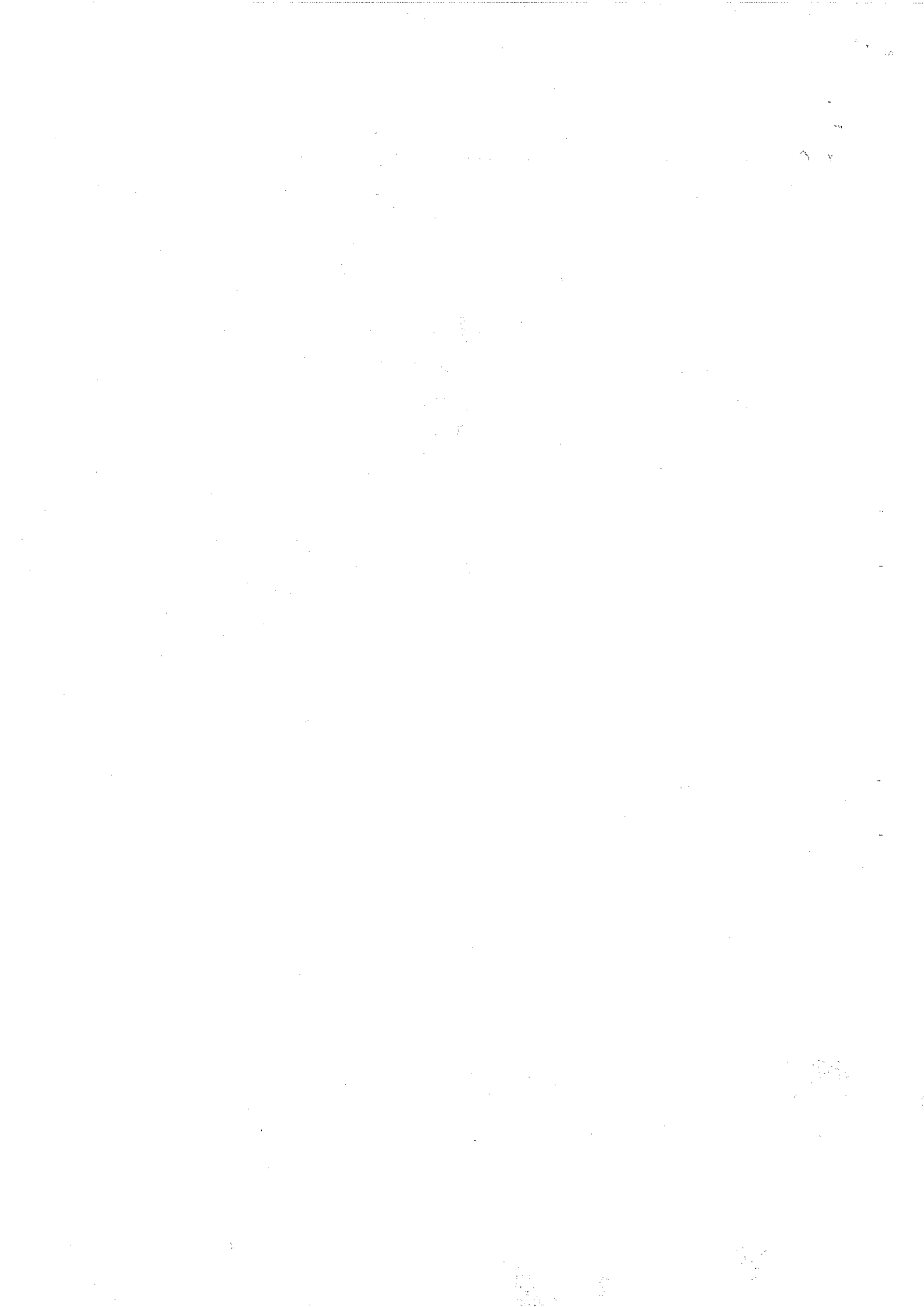
DEBTS RECOVERY TRIBUNAL 1, KOLKATA

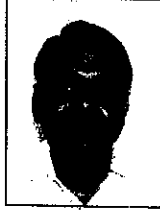
Rina. S


 Presiding Officer
 Debts Recovery Tribunal No. 1
 Kolkata

DEBTS RECOVERY TRIBUNAL 1, KOLKATA

Page No. -		Order Sheet(continuation)	
Case NO.SA/153/15		The Statesman Ltd. vs. State Bank of India	
Date of the order	Order with signature		Office action with date and date of signature of parties when necessary
	<p style="text-align: center;">Order of injunction restraining the Statesman Ltd, it servants, agents and assigns from dealing with/or transferring its immoveable properties and/or assets, as more fully described in Scheduled 'C' to OA/483/2015, without leave of this Tribunal, till the Statesman Ltd has made complete payment in terms of the compromise settlement .</p> <p style="text-align: center;">SA/153/15 is disposed of as withdrawn.</p> <div style="text-align: right; margin-top: 20px;">  (Makena Srinivasa Rao) Presiding Officer Presiding Officer Debt Recovery Tribunal No-1 Kolkata </div>		





अमित गुप्ता
Amit Gupta
जन्म तिथि/DOB: 26/06/1975
पुरुष/ MALE
Mobile No: 9811130131

4321 9389 8613
VID : 9110 2163 4153 6275



मेरा आधार, मेरी पहचान

Amit Gupta

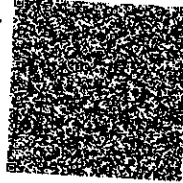


आधार

पहचान प्राधिकरण
AUTHORITY OF INDIA

पता:
S/O श्री कृष्ण गुप्ता, ब-15 ओबेरोई अपार्टमेंट्स, 2 शम
नाथ मार्ग, सिविल लाइन्स, नॉर्थ दिल्ली,
दिल्ली - 110054

Address :
S/O Shri Krishan Gupta, B-15 OBEROI
APARTMENTS, 2 SHAM NATH MARG, CIVIL
LINES, North Delhi,
Delhi - 110054



4321 9389 8613

VID : 9110 2163 4153 6275


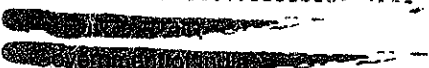



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
P.O. Box No.1947,
Bengaluru-560 001







Vishal Jain
DOB: 15/09/1980
Male
3657 3623 1512


मेरा आधार, मेरी पहचान

Vishal Jain


आधार

आधिकारण
Unique Identification Authority of India
Address: S/O: Kamal Kumar Jain,
23/1, MAHARSHI DEBENDRA
ROAD, Barabazar, Kolkata,
Barabazar, West Bengal, 700007
3657 3623 1512
 1947
 help@uidai.gov.in
 www.uidai.gov.in

Vishal Jain



**INCORPORATED LAW SOCIETY OF CALCUTTA
HIGH COURT, CALCUTTA**

MEMBER'S EMPLOYEES IDENTITY CARD



Name **SUJIT Kumar Roy**
Employed by **Shri Asok Kumar Ghosh, Advocate**
Advocate's Sign *Asok Kumar Ghosh*

Sujit Kumar Roy
HONY. SECRETARY

REGISTRAR
(ADMINISTRATION)
HIGH COURT (Administration)
CALCUTTA

Sujit Kumar Roy
Signature of
the Card Holder

CARD NO. ME **271** Date **21 MAR 2016**

ADDRESS **6, Old Post Office Street.**
Office P.O.: G.P.O.: P.S.: Hare St.
Kolkata - 700001.

Residence **South Kamrangu, Jhorhat,**
P.S.: Sankrail, PIN-711302, Andul
Howrah, West Bengal, INDIA

☎ (Office) (033) 2248-1296 (ext.) 9836171455












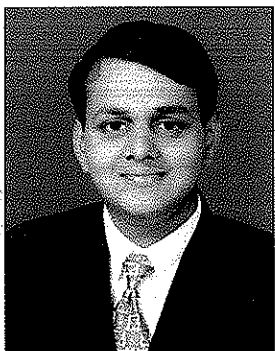





















Blood Group :


10

11

12

SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Pai Singh</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
	<i>Anant Gupta</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
	<i>Vishal Jais</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								


Additional Registrar of
Assurances III Kolkata

27 MAR 2019



Major Information of the Deed

Deed No :	I-1903-01337/2019	Date of Registration	03/04/2019
Query No / Year	1903-0000503998/2019	Office where deed is registered	
Query Date	26/03/2019 5:29:18 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	VICTOR MOSES AND CO 6, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830602627, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 174,84,19,519/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 1,00,025/- (Article:E, E, B, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- New Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chowringhee Square, Road Zone : (On Road -- On Road) , Premises No: 4, , Ward No: 046 Pin Code : 700001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Office	4 Bigha 6 Katha 15 Chatak 7 Sq Ft		172,09,63,894/-	Property is on Road
Grand Total :				143.4629Dec	0 /-	17209,63,894 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	14643 Sq Ft.	0/-	2,74,55,625/-	Structure Type: Structure
Gr. Floor, Area of floor : 7643 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 7000 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		14643 sq ft	0 /-	274,55,625 /-	





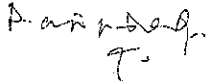


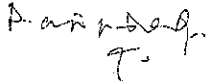


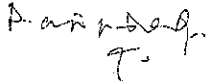


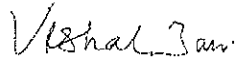


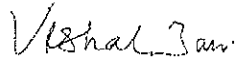


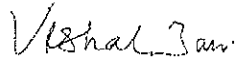
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	THE STATESMAN LIMITED 4, Chowringhee Square, P.O:- G P O, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: AABCT3842R, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MERLIN PROJECTS LIMITED 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature															
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Ravindra Kumar (Presentant) Son of Late R V S Peri Sastri Date of Execution - 26/03/2019, , Admitted by: Self, Date of Admission: 27/03/2019, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td> <small>Mar 27 2019 1:43PM</small> </td> <td> <small>LTI 27/03/2019</small> </td> <td> <small>27/03/2019</small> </td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Ravindra Kumar (Presentant) Son of Late R V S Peri Sastri Date of Execution - 26/03/2019, , Admitted by: Self, Date of Admission: 27/03/2019, Place of Admission of Execution: Office				<small>Mar 27 2019 1:43PM</small>	<small>LTI 27/03/2019</small>	<small>27/03/2019</small>		8A, Minto Park Syndicate, 13, D L Khan Road, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AEMPK0875K Status : Representative, Representative of : THE STATESMAN LIMITED (as Director)		
	Name	Photo	Finger Print	Signature												
Mr Ravindra Kumar (Presentant) Son of Late R V S Peri Sastri Date of Execution - 26/03/2019, , Admitted by: Self, Date of Admission: 27/03/2019, Place of Admission of Execution: Office																
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2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Vishal Jain Son of Mr Kamal Kumar Jain Date of Execution - 26/03/2019, , Admitted by: Self, Date of Admission: 27/03/2019, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td> <small>Mar 27 2019 1:44PM</small> </td> <td> <small>LTI 27/03/2019</small> </td> <td> <small>27/03/2019</small> </td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Vishal Jain Son of Mr Kamal Kumar Jain Date of Execution - 26/03/2019, , Admitted by: Self, Date of Admission: 27/03/2019, Place of Admission of Execution: Office				<small>Mar 27 2019 1:44PM</small>	<small>LTI 27/03/2019</small>	<small>27/03/2019</small>		22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AEZPJ0943G Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Authorised Signatory)		
	Name	Photo	Finger Print	Signature												
Mr Vishal Jain Son of Mr Kamal Kumar Jain Date of Execution - 26/03/2019, , Admitted by: Self, Date of Admission: 27/03/2019, Place of Admission of Execution: Office																
<small>Mar 27 2019 1:44PM</small>	<small>LTI 27/03/2019</small>	<small>27/03/2019</small>														

Identifier Details :

Name	Photo	Finger Print	Signature
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Major Information of the Deed :- I-1903-01337/2019-03/04/2019



Mr Sujit Kumar Roy

Son of Late M M Roy
6, Old Post Office Street, P.O:- G P O, P.S:-
Hare Street, District:-Kolkata, West Bengal,
India, PIN - 700001



27/03/2019



27/03/2019

27/03/2019

Identifier Of Mr Ravindra Kumar, Mr Vishal Jain

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	THE STATESMAN LIMITED	MERLIN PROJECTS LIMITED-143.463 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	THE STATESMAN LIMITED	MERLIN PROJECTS LIMITED-14643.00000000 Sq Ft

Endorsement For Deed Number : I - 190301337 / 2019**On 27-03-2019****Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 13:24 hrs on 27-03-2019, at the Office of the A.R.A. - III KOLKATA by Mr Ravindra Kumar ,

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 174,84,19,519/-

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

Execution is admitted on 27-03-2019 by Mr Ravindra Kumar, Director, THE STATESMAN LIMITED, 4, Chowringhee Square, P.O:- G P O, P.S:- Bowbazar, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Sujit Kumar Roy, , Son of Late M M Roy, 6, Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 27-03-2019 by Mr Vishal Jain, Authorised Signatory, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Indetified by Mr Sujit Kumar Roy, , Son of Late M M Roy, 6, Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,025/- (B = Rs 1,00,000/- ,E = Rs 21/- ,M (b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,025/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/03/2019 7:34PM with Govt. Ref. No: 192018190381524871 on 26-03-2019, Amount Rs: 1,00,025/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 208156500 on 26-03-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1903-01337/2019-03/04/2019

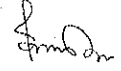
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 115447, Amount: Rs.100/-, Date of Purchase: 07/03/2019, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/03/2019 7:34PM with Govt. Ref. No: 192018190381524871 on 26-03-2019, Amount Rs: 75,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 208156500 on 26-03-2019, Head of Account 0030-02-103-003-02

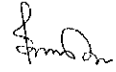


Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

On 03-04-2019

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.



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal



Major Information of the Deed :- I-1903-01337/2019-03/04/2019

69

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 53184 to 53242

being No 190301337 for the year 2019.



Digitally signed by PROBIRKUMAR
GOLDER
Date: 2019.04.03 17:09:28 +05:30
Reason: Digital Signing of Deed.

(Probir Kumar Golder) 4/3/2019 5:09:14 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THIS 26th DAY OF MARCH, 2019
#####

BETWEEN

THE STATESMAN LIMITED

... OWNER

AND

MERLIN PROJECTS LIMITED

... DEVELOPER

AGREEMENT

**VICTOR MOSES & CO.
SOLICITORS & ADVOCATES
6, OLD POST OFFICE STREET
KOLKATA - 700 001**

