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Merlin Projects Limiteo

Authorised Signatory



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20, NETAJI SUBHAS ROAD. EBL-1

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Sanat Kuman Glock



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District Sub-Registrar-III Alipore, South 24-Pargana

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 6 Page from 9315 to 9346 being No 02795 for the year 2013.



(Rajendra Prasad Upadhyay) #3-April-2013
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

Bouth 24 Parganas Alipore



### Government Of West Bengal Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 02795 of 2013 (Serial No. 02953 of 2013)

# On 19/03/2013

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

Siddhartha Presented for registration at 15.30 hrs on :19/03/2013, at the Private residence by Sri Bhatter, one of the Claimants.

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

Execution is admitted on 19/03/2013 by

- Sri Sanat Kumar Ghosh, son of Late Jagadish Ch. Ghgosh , 68/ A, Beliaghata Main Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Business
- Sri Sandeep Kumar Ghosh, son of Late Jagadish Ch. Ghgosh , D 40/55, Lachmanpura, Varanasi, District:-Varanasi, Uttar Pradesh, India, Pin :-221001, By Caste Hindu, By Profession : Business
- Smt. Madhumita Biswas, daughter of Late Atindra Nath Biswas , Asansol, 161, Burnpur Road, Thana:-Hirapur, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Service
- 4. Sri Anindya Sundar Biswas, son of Late Prodyut Kumar Biswas , Asansol, 161, Burnpur Road, Thana:-Hirapur, District:-Burdwan, WEST BENGAL, India, , By Caste Sikh, By Profession : Service
- Sri Siddhartha Bhatter Authorised Signatory, Merlin Projects Limited, 79, Shambhunath Pandit Street, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020. , By Profession : Business
- Mr. Saket Mohata Authorised Signatory, Merlin Projects Limited, 79, Shambhunath Pandit Street, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020. , By Profession : Business

Identified By Sandip Mukherjee, son of Tapan Mukherjee, 22, Pr Anwar Shah Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste: Hindu. By Profession: Service.

> (Rajendra Prasad Upadhyay) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

#### On 20/03/2013

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market Value of this property which is the subject matter of the deed has been assessed at Rs.-8,98,94,1764

Alipore, South 24-Parganas

( Rajendra Prasad Upadhyay ) DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

21/03/2013 13:54:00

EndorsementPage 1 of 2



### Government Of West Bengal

### Office Of the D.S.R. - III SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: 1 - 02795 of 2013

(Serial No. 02953 of 2013)

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 21/03/2013

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 33372.00/-, on 21/03/2013

( Under Article : ,E = 21/- ,H = 28/- ,M(b) = 4/- on 21/03/2013 )

Deficit stamp duty

Deficit stamp duty Rs. 75050/- is paid, by the draft number 007375, Draft Date 19/03/2013, Bank: State Bank of India, PRINCE ANWAR SHAH ROAD, received on 21/03/2013

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

District Sub Registrar-III
Alipore, South 24-Parganas

( Rajendra Prasad Upadhyay ) SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

EndorsementPage 2 of 2

21/03/2013 13:54:00

occupation service, residing at 161, Burnpur Road, Police Station Hirapur, Asansol, District Burdwan, and [4.]. Sri. Anindya Sundar Biswas, son of Late Prodyut Kumar Biswas, by faith Hindu, by nationality Indian, by occupation service, residing at 161, Burnpur Road, Police Station Hirapur, Asansol, District Burdwan, hereinafter referred to as the OWNERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART

#### AND

MERLIN PROJECTS LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 79 Shambunath Pandit Street, Kolkata-700020, 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 successor or successors in office/ interest, and permitted assigns) of the OTHER PART:

#### WHEREAS

- A. The parties of the First Part herein are Owners having 30% undivided share of all that the Municipal Premises No. 68/A, Suresh Chandra Banerjee Road (previously known as Beliaghata Main Road,) Kolkata – 700 010. The chain of title, ownership detail is set out in the First Schedule and the full description of the premises is set in the Second Schedule appearing in this agreement and hereinafter referred to as the "said Premises".
- B. The party hereto of the Other Part is a Developer engaged in the development of Real Estate properties in Kolkata and has constructed many land marks buildings in Kolkata as well as other cities of India, had approached the Owners with a proposal for developing the said premises.

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- C.At or before the execution of this agreement the said Owners had represented and assured the Developer as follows:
- i. That the Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to 30% undivided share in ALL THAT piece and parcel of the land together with the building measuring 1 Bigha 11 cottahs 2 chittaks 9 sft. be the same a little more or less lying at and now known as Municipal Premises No. 68/A, Suresh Chandra Banerjee Road (previously known as Beliaghata Main Road,) Kolkata 700 010. The remaining 70% of the premises is owned by Sri Kanai Lal Ghose Smt. Shukla Ghosh, Smt. Ratna Banerjee and Smt. Mohor Basu, hereinafter jointly referred to as other Co-Owners. The said premises is more fully and particularly described in the Second Schedule hereunder written and is hereafter for the sake of brevity referred to as the said Premises is free from all encumbrances, charges, liens, lis pendens, attachments, mortgages, charges, trusts, acquisitions, requisitions, etc. whatsoever or howsoever. Owners and Co-Owners are enjoying the same without any obstructions and/or interferences of any nature whatsoever or howsoever and that excepting the said Owners nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the said Premises.
- ii. That the said Premises do not fall under the Urban Land (Ceiling and Regulation) Act, 1976 within the knowledge of the Owners and the Owners have marketable title in respect of the said Premises and are otherwise entitled to enter into this agreement with the Developer for development/construction of multi-storied building at the said Premises.
- D. Before the execution of this agreement the said **Developer** represented and assured the **Owners** as follows:
- That the Developer has completed necessary search and verification of the title, status
  and character of the land, etc concerning the said Premises from the Kolkata Municipal
  Corporation, all apex bodies and legal cells, if any, in respect thereof vis-à-vis clause C
   above and are fully convinced and satisfied about the same.

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Alipore; South 24-Parganas
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II. That after satisfying themselves about the premises as above, the Developer has agreed to negotiate with the remaining Co-Owners having 70% share in the property and make them agree for development of the property through the Developer. The Developer has agreed to construct and erect the new building by utilizing the maximum FAR possible and subsequently granted by Kolkata Municipal Corporation whereby the Total Covered Area shall not be less than-6268.19 Sq.mtr. / 67470.795 Sq.Ft. as per proposed Area Statement of Plan subjected to approval from Kolkata Municipal Corporation submitted by the Developer to the Owners, more fully included in Third Schedule hereinafter written.

Relying on the aforesaid representations and assurance of the Developer, the Owners have accepted the said proposal of the Developer and the Developer has agreed to develop and construct the said premises on Joint Venture. The parties hereto in accordance therewith have now decided to enter into this agreement recording in details all the terms and conditions as hereinafter expressed.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

- In this agreement unless otherwise agreed upon the following expressions will have the following meaning:
  - a. PREMISES shall mean all that the Municipal Premises No. 68/A Suresh Chandra Banerjee Road (previously known as Beliaghata Main Road), Kolkata – 700 010 which is more fully and particularly described in the Second Schedule appearing hereunder.
  - b. PLAN shall mean plans for the proposed building/buildings to be prepared by an accredited Architect for submitting to the authorities concerned of Kolkata Municipal Corporation for obtaining sanction for construction of the proposed new building or buildings on the said premises at the total cost to be exclusively borne by the Developer.

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Alipore, South 24. Parganas

- c. OWNERS shall mean the Parties of the First Part having 30% undivided, share holding in the property and their respective heirs, executors, administrators, representatives and assigns having undivided share in the said Premises.
- d. CO-OWNERS shall mean Sri Kanai Lal Ghose, Smt. Shukla Ghosh, Smt. Ratna Banerjee and Smt. Mohor Basu
- e. DEVELOPER shall mean MERLIN PROJECTS LIMITED and its successor or successors-in-office/interest.
- f. NEW BUILDING/S shall mean the newly constructed building/s together with common areas, open space, landscaped landscapes, common parts and facilities, Car Parking space, open space left in the Ground floor, Roof in the said premises finished in all respects as per the specification mentioned in the Fourth Schedule appearing hereunder.

## g. Contribution of The PARTIES:

- I. The Owners have agreed to contribute there 30% undivided share in land and existing building in the said Premises for development/construction of a pre-dominantly residential multi-storied building to be constructed as per the terms and conditions recorded and agreed between the parties in the agreement.
- II. The Developer shall bring in capital and It's expertise and all other requisites as It's contribution and make all the arrangements for construction of the proposed building in the said Premises as per the specification agreed upon in this agreement more fully and particularly mentioned in the Fourth Schedule hereunder written.
- III. The Developer shall install and commission in the said building at its own cost, sewerage lines, water connections and pumps, elevators, electrifications, permanent electric connections from CESC Ltd., eco-friendly generator, firefighting arrangements and also bear all the cost for sanction, construction and permission required for complete installation and utilization of the same.

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Alipore, South 24-Parganas

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- h. OWNERS'S ALLOCATION shall mean All That the 51% of the Total Area to be constructed in the proposed building/s on the said Premises with proportionate share in the land comprised in the said Premises and together with the proportionate share in the common parts and facilities, in the said Premises finished in all respects as per the specification as mentioned in the Fourth Schedule appearing hereunder. The Owners shall also be entitled to 51 % of the Car Parking space, open space left in the Ground floor and 51 % undivided share of the Roof of the building excluding the service/common area. The aforesaid 51% of the area shall be allocated against share of property of all the Owners i.e both the Owners herein having 30% share and other co-Owners having 70% share. In the situation the Owners herein shall get 30% of the Owners Allocation (30% of the 51% constructed area in the New Building).
- i. DEVELOPER'S ALLOCATION shall mean All That the 49 % of the Total Area to be constructed in the proposed building/s in the said Premises together with the proportionate share in the land comprised in the said Premises and together with the proportionate share in the common parts and facilities, in the said Premises finished in all respects as per the specification as mentioned in the Fourth Schedule appearing hereunder. The Developer shall also be entitled to 49 % of the Car Parking space, open space left in the Ground floor and 49 % undivided share of the Roof of the building excluding the service/common area.
- In terms of this agreement the share of the Developer and the Owners in the New Building shall be as shown in the First Schedule (B).
- k. SECURITY DEPOSIT An interest free refundable Security Deposit being a sum of Rs. 30,30,000/- (Rupees Thirty Lacs Thirty thousand only) shall be paid by the Developer to the Owners as per their predetermined share at the time of execution of this agreement. The Security Deposit shall be paid separately to each Owner by A/c Payee Cheque as per the shareholding pattern mentioned in this agreement and in the following manner:

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Alipore, South 24-Parganas

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1.	Sri Sanat Kumar Ghosh	Rs. 9,34,250.00
		Rs. 9, 34,250.00
2	Sri Sandeep Kumar Ghosh	TO STATE OF THE ST
	Smt. Madhumita Biswas	Rs.8, 71,125.00
3.	FERRING CONTROL OF THE PROPERTY OF THE PROPERT	Rs. 2,90,375.00
4.	Sri Anindya Sundar Biswas	RS. Z, 30, 37 3, 33

- J. REFUND OF SECURITY DEPOSIT The aforesaid interest free security deposit shall be returned by each Owner separately on handing over of their respective share i.e., Owners' Allocation of the completed New Building and (a) upon returning of all original documents once shared by the Owner with the Developer to facilitate the construction, and (b) after deduction of penalty arising out of non-fulfillment of the contractual obligation as detailed in this agreement, if any, and/or for delayed delivery of possession of Owners Allocation over and above the stipulated timeframe mentioned here under in this agreement, and (c) submission of the Completion and Occupancy Certificate issued by the appropriate Body or Bodies to the latter.
- 2. The Owners hereby grant the exclusive right of development of the said Premises unto and in favour of the Developer herein with the intent and object that the Developer shall be entitled to have the building plans to be prepared by an accredited Architect and approved by the Owners for being submitted to authorities concerned for sanction and to construct, erect and complete the New Buildings on the said Premises in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation as per specifications hereunder agreed upon and fulfillment of all obligations specified by appropriate Government/Statutory Body or Bodies at the costs and expenses of the Developer and the said expenses are neither refundable nor chargeable upon the Owners at any point of time or whatsoever.
- The Developer is prima-facie satisfied with the title of the Owners on the basis of the
  copies of the documents provided by the Owners and there are no other documents
  with the Owners save and except the copy already provided by the Owners.

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- 4. The Developer shall proceed with the planning for the New Building to be constructed in the said Premises and arrange as necessary for the survey of the said Premises, soil investigation of the said Land, appoint an accredited Architect for preparation of the Plan and after approval of the Plan by the Owners to submit the same to the Authorities concerned and obtain sanction for construction of the New Building/s at its own cost in terms of this agreement within 60 days from the date of execution of this agreement and Power of Attorney issued by the Owners.
- 5. The Developer at Its own cost shall get the said Plan prepared and submitted and sanctioned by the Kolkata Municipal Corporation and other Authorities and provide a copy of the Blue print to all the Owners. The Developer shall obtain sanction of maximum possible covered area at Its own cost, which will not be adjustable or refundable at any point of time by the Owners.
- 6. The Developer shall incur all costs charges and expenses for planning, sanctioning and construction of the said Building and all necessary clearance from Authorities such as Fire, D. C. Traffic, Drainage, KIT, Survey Department, Urban Land (Ceiling and Regulations) Department, Assessment Department including any dues and the Owners shall not be responsible for the same save and except that the Owners shall sign necessary papers, documents and also extend necessary co-operation in this regard. However, the sole responsibility will be of the Developer for the aforesaid jobs, including the payment of the Architect's fees and the Owners shall have no responsibility and accountability for the same and the Developer shall keep the Owners saved harmless, and indemnified against all liabilities, obligations, claims, demands, loss and damages arising there from or in connection thereon to handover the Owners' allocation to the Owners or their nominees after completion of the New Building/s.
- 7. The Developer shall start the construction of the proposed building/s within 30 (Thirty) days from getting Sanction of the plans and/or getting possession of the Entire Property whichever is earlier and after payment of the monthly relocation cost and continue to pay such amount till such time the Owners' allocation of the respective share / Flats in the New building/s are handed over to Owners in terms of this agreement.

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Alipore, South 24-Parganas

- 8. The Developer shall be responsible to pay cost of relocation a sum of Rupees Sixty Thousand per month to the Owners, in proportion to their share holding in the said Premises, once the Owners are relocated from the said Premises and continue to pay such amount till handing over clear possession of share/Flats of the New Building to the Owners.
- 9. It is specifically agreed by and between the parties hereto that the Developer shall first deliver and handover peaceful and vacant possession of the Owners' allocation as mentioned herein before to the Owners and thereafter shall handover the possession to its purchasers, nominees, assigns in respect of the Developer's allocation as aforementioned which will be a precondition on the Developer to transfer the Developer's allocation.
- 10. The Developer shall be solely responsible to obtain the mandatory Completion and Occupancy Certificates from Kolkata Municipal Corporation, and/or appropriate authorities/bodies for drainage, water connection, elevators, generators, electricity and Fire safety and all other compliances before delivery of such possession to the Owners and the purchasers of the Developer's allocation. But this shall not prevent the Developer to accept booking and advances from the intending purchasers in the proposed building for the Developer's allocation area and if the Developer fails to deliver its allocation area to its prospective purchaser/s, the Owners shall not be liable for the same. Sale Deeds for constructed areas sold out of Developer's allocation to be executed by Owners and Developer simultaneously upon handing over constructed areas of Owner's allocation. The Owners to accept booking and advances from the intending purchasers in the proposed building for the Owner's allocation area to its prospective purchaser/s and Developer shall executed agreement /Conveyance simultaneously.
- 11. The Developer undertakes to complete the entire building, obtain Completion and Occupancy certificates and handover the allocated portions of the New Building/s to the Owners in full latest within 36 (Thirty six) months of getting the Plan sanctioned by Kolkata Municipal Corporation or and getting the vacant possession of the Entire Property whichever is later. PROVIDED FURTHER if due to force majeure or any unforeseen situation/s or reason/s the New Building is not completed within the

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aforesaid period as stated above, the Owners may allow extension of time to a maximum of 6 months from the date of expiry of 36 months. PROVIDED FURTHER if the construction of the new building/s is not completed within the extended period of maximum 42 months as aforesaid, then in such an event the Developer shall pay a penalty @ Rs Thirty thousand only per month in proportionate share of their ownership in the said premises till such time the allocation of Owners' share along with the Completion and Occupancy Certificate is handed over to the individual Owner, and the same may be deducted from refundable security deposit.

- 12. The Developer agrees to construct and complete the said building in terms of this agreement and strictly in accordance with the building Plan to be sanctioned by the Kolkata Municipal Corporation and other concerned authorities, if any and as per the specifications mentioned in Fourth Schedule hereto and intimate the Owners in writing to take over the respective Owner's allocations in the New Building.
- 13. It is hereby agreed by and between the parties that after the handover of the possession to the Owners both the Owners and Developer or their nominees shall become Owners of the undivided share of land, common areas, common parts of the proposed building in the ratio of the constructed space owned by them after completion of the New Building/s along with all its common spaces as aforesaid above.
- 14. As soon as the New Building/s has been completed the Developer shall give notice to the Owners requesting to take possession of their allocations. Further the Developer shall be entitled to sell, transfer, let out or enjoy such Developer's allocation area in the manner it likes and for that purpose the developer can do advance booking of space in the proposed New Building/s and also accept advance sale consideration from prospective customers upon commencement of construction after the plans are approved and respective area of Owners' allocation and Developer's allocation is earmarked and recorded in the Supplementary Agreement, however the sale deed of such customers will be executed only after delivery of possession of the Owners' allocation.

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- 15. The Developer shall not part with possession of any portion of its allocation to any of its transferees until and unless the Developer makes over possession of the Owner's allocation to the Owners. It is agreed between the parties that the Developer can sell / transfer or lease out the Developer's allocation only to respectable persons with no criminal back ground for the purpose of using the same pre-dominantly for residential purpose.
- 16. Subject to clause 15 above the Developer will have the right to enjoy, sell, lease out, let out the said its allocation for non-commercial occupancy and no consent of the Owners shall be required for the same and the Developer will keep the Owners fully indemnified for all time to come in this behalf.
- 17. The Developer shall be responsible for all expenses from the date of handing over of possession by the Owners in respect of Electricity Bills, K.M.C dues and/or Taxes, etc. and pay these regularly for the whole premises till date of handing over of Owners' allocation to the Owners.
- 18. In the circumstances in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed on the part of the Owners and Developer and in further consideration that the Owners having agreed to grant the exclusive right of development of the said Premises, the Developer shall hand over the Owners' allocation area as mentioned hereinbefore to the Owners being allocated on the mutual settlement /agreement and understanding to be reached at by and between the Owners and Developer to be recorded and signed on a Non-Judicial Stamp Paper for not less than Rs. 100/- by all parties which will also form a part of this agreement, after obtaining the sanction plan from K.M.C. PROVIDED FURTHER that this subsequent Supplementary Agreement in respect of the allocation will be binding upon all parties and no deviation unless mutually accepted by all parties in writing will be allowed. PROVIDED FURTHER that the Owners and Developer and /or their nominees shall become Owners of the undivided equal proportionate share of the land in the premises with the newly constructed building and other common facilities corresponding to their respective allocations in the ratio of the constructed space to be owned by them.

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Alipore, South 24-Parganas

- The Developer can demolish the existing structure for construction only after securing all requisite clearances and the sanctioned Plan for implementation from appropriate bodies, and not before starting the construction of the new building. The Owners shall not be responsible for any damage or claim or other relief arising out of any accident or injury or tortuous act during demolition of the old building or construction of the New Building by any agent or workman and the Developer shall keep the Owners safe and indemnified against all actions, suits proceedings, cost / charges and expenses in respect thereof.
- 20. The Owners will be entitled to receive consideration proportionate to their share of the sale proceed of the demolished structures of the old building existing at the said premises and Developer agrees to handover the consideration to the Owners within 30 days from the date of demolition of the old structure
- 21. The Owners shall execute a Registered Power of Attorney in favour of the Developer for negotiating and discussing with other co-owners for development of the property in entireity, represent to Kolkata Municipal Corporation and other Statutory Bodies on their behalf and for doing all deeds and acts, as may be necessary for the fulfillment of the terms and condition of this Agreement and for accepting booking of Developer's allocation area from its prospective purchaser/s.
- 22. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of acts of omission or commission of the Developer in or related to the construction of the New Building/s.
- 23. Both the parties have agreed to frame rules and regulations regarding the use of the respective allocation of the built up space or areas and Developer will assist the Owner in forming a Management Association for proper and suitable implementation of the said rules and regulations of the Management Association by the Owners and intending purchasers of the Flats in the New Building.
- 24. Nothing in these presents shall be construed as a demise or assignment of conveyance in law by the Owners of the said Premises or any part thereof to the Developer provided however the Developer shall be entitled to borrow money from any bank

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without creating any mortgage or hypothecation of the said Premises and / or without charging and / or keeping lien and /or mortgage of the proposed building and without creating any financial liability to the Owners or affecting their/his/her estate and interest in the said Premises. The Developer will keep the Owners indemnified against all actions, suits proceedings, cost / charges and expenses in respect thereof.

- 25. The Developer also agrees to consult and take the choice of the Owners in respect of Exterior painting of the New Building/s, however subjected to the approval of the architect of the proposed building. In case any Owner wishes to change or replace any interior design or material from the ones mentioned in the Fourth Schedule mentioned herein below in his/her allocated portion, the Developer should lend full cooperation and execute the job in accordance with the agreement reached between them.
- 26. In case of subsequent extension of the sanctioned Plan leading to enhanced FAR for construction of the additional floors of the New Building, the Developer shall intimate the Owners about the same. On receiving the consent of the Owners such constructions shall be raised by the Developer at his/their own cost and handover the share of the Owners' Allocation which will be the same as mentioned in clause 1 (9)(1) above.
- 27. The Developers shall exclusively be responsible for all municipal taxes, rates and outgoings of the said premises from the date of after getting vacant possession of the property till the final delivery of possession of the respective allocation in the New Building/s is made over to the Owners. The Owners will no way be liable for any outgoings in this regard during the period of construction until their allocations are handed over and a new Management Committee/Society is created amongst the Owners and the purchasers of the New Building. Upon the proposed New Building being completed in all respect, the Owners and the Developer shall apply for tax apportionment and mutation of individual flats/constructed area to the municipal authorities for the respective flats/portion of the intending purchaser/occupiers of Developer's allocation and both parties hereto shall sign all necessary applications, papers for such apportionment of tax as and when necessary. Both the Developers and Owners shall be liable to pay for the cost of apportionment of tax and mutation for there respective shares

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- 26. The Owners have agreed:
  - a) To sign and execute all necessary Plans, Papers, Undertakings, Affidavits, Documents, Declarations, Agreements, Deeds, etc. which may be required for sanctioning of the Plan and construction of the proposed New Building.
  - To co-operate with the Developer for constructing and completing the New Building.
- the 49 % undivided share of land attributable to the Developer's allocation in the proposed New Building from the Owners only for the purpose of development, construction and sale of the Flats from the Developer's allocation in the New Building to the intending Buyers in which case the Owners shall be obliged to transfer such undivided share of land to the Developer in such part or parts out of the Developer's allocation as may be required by the Developer and also to execute necessary documents and/or deeds for effectual conveying the same without taking any consideration money for the same from the intending purchaser(s). The Owners shall execute a Registered Power of Attorney in favour of the nominee of Developer for such purpose and also for the purpose of developing the said premises but not to sell, transfer, alienate or encumber upon the Developer's share of allocation in the proposed new building in the said premises, so long this agreement shall remain in force and effect. The Owners shall be entitled to sell, transfer or make advance booking of space of Owners' allocation only after the commencement of construction work upon sanction of the proposed building Plan.
  - d) The Owners will have the right of access to the construction site at any time during the construction phase and the Developer will duly cooperate with the Owners for the same save and except in the case of any breach or violation of the terms and conditions on the part of the Developer contained herein not to cause any obstruction or interference in the construction erection and completion of the New Building on the said premises.

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District Sub-Registrar-III

Alipore, South 24-Parganas

- e) To convey the proportionate undivided share of land to the nominee or claimants of the Developer as may be required by the Developer in respect of its share of space as agreed in Para 28 (c).
- f) To execute a General Power of Attorney for getting the building Plans sanctioned, for construction and all other purposes such as representing the Owners to KMC, CESC and any other department, bodies and authorities etc.
- g) To provide all documents on Returnable basis to the Developer as may be required by the Developer for the proposed building.

### The Developer has agreed: -

The construction work shall be at the sole risk and responsibility of the Developer and the Owners shall not be responsible for any technical error and/or civil engineering defect in construction and the Developer shall remain liable for rectifying the same at his/their cost. In case of failure to do so the total cost of rectification will be borne by the Owners in proportionate share and the same will be adjusted from the Security Deposit withheld by them. In case such technical error / defects in civil engineering is detected after complete delivery of Owners' Allocation and return of the Security Deposits within 12 months thereof, the Developer will be responsible and liable to rectify the same at his/their cost and /or compensate the Owners and other Purchasers of the Flats in the New Building within 30 days of written complaint thereof.

a. The Developer shall take all necessary steps for getting the electricity connection, telephone connection, installation of EPABX and security/surveillance system, drawing/connection of water and drainage lines, etc. of the proposed units in the New Building. The Owners will only be liable to pay the Security Deposit payable to various bodies such as CESC, Calcutta Telephones, etc. for individual Flats as per Owners' allocation. After apportionment and separation of the respective units of Owners' and Developer's allocation area the individual Owners of such units shall be liable to pay their K.M.C. taxes and other statutory outgoings and maintenance charges.

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District Sub-Registrar-III
Alipore, South 24-Pargana

- It shall be the responsibility of the Developer to construct the maximum possible space, not in any case below the Proposed Area Plan, more fully mentioned in the **Third Schedule** confirming to the bye laws of the Authorities concerned for the maximum commercial benefit out of the said Premises.
- c. To extend all cooperation to the Owners in mutating the Owners' allocation with K.M.C authorities or any other statutory bodies as may be required and thereafter absolve himself from payment of any taxes of the Owners' allocation once the mutation is complete.
- d. On failure to handover Owners' Allocation as mentioned in clause 1(1) in this agreement within the stipulated time, Liability Defection Clause will apply in terms of Clause 10 above and in case of failure to pay the penalty as stipulated, the Owners will have the full right to deduct the dues on this account from the Security Deposits held by them as mentioned in clause 1(1) herein
- e. Transaction will be deemed to have been completed and finally settled on satisfactory completion of construction in all respect as per the specification mentioned in the Fourth Schedule and handing over possession of Owners' share of New Building to the Owners after obtaining the Occupancy Certificate from the Kolkata Municipal Corporation.

#### MISCELLANEOUS:

It has been further agreed that subject to the Developer making over the possession of the area of Owners' allocation and subject to his fulfilling the other terms and conditions herein contained, in term of this agreement the Developer shall be entitled to make over possession of the space to respective purchasers and the Owners shall cease to have any right, title or interest in the Developer's allocation of space in the building, provided however, that the Developer shall obtain the Completion Certificate from the K.M.C before handing over possession of the Owners' allocation.

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- II. Both the Owners and the Dovoloper shall be entitled to deal with or dispose of their respective share of the constructed space in any manner they think fit and proper without any interference from each other and without putting any obstruction for the construction of the said building provided both the parties have duly fulfilled, discharged and observed the terms, conditions and covenants on their respective parts contained herein.
- III. Both the Owners and Developer shall ensure that all the terms and conditions and other obligations are fulfilled and also to abide by the terms and conditions and obligations applicable to all the Flat Owners in the said new Building.
- IV. The Developer shall take necessary steps for getting the electricity connection, telephone connection, installation of EPABX and security/surveillance system, drawing/connection of water and drainage lines, etc. of the proposed units in the New Building. The Owners will only be liable to pay the Security Deposit payable to various bodies such as CESC, Calcutta Telephones, etc. for individual Flats as per Owners' allocation and the cost of apportionmet of taxes and mutation with K.M.C has to be paid by the Owners and Developers for there respective shares. After apportionment and separation of the respective units of Owners' and Developer's allocation area the individual Owners of such units shall be liable to pay their K.M.C. taxes and other statutory outgoings and maintenance charges.
- V. Both the Owners and the Developer have agreed to enter into a Supplementary Agreement after the sanction of the proposed building Plan recording their physical allocation area as per mutual consent on the sanctioned plan in the New Building as per share of allocation shown in the First Schedule "B".
- VI. Both the Owners and Developer have agreed that for the purpose of sale and transfer of their respective allocations no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.
- VII. The roof of the said proposed building shall remain common, joint and undivided between the Owners and Developer in the proportion of 49% for Developer and 51% for Owners and in case in future, if the Developer raises or constructs any further area strains and the Developer raises.

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above the roof, in that event the said further built up area on the roof to be constructed shall be enjoyed by the **Developer** and **Owners** in the same proportion of 49:51.

- VIII. It is agreed between the Owners and Developer that on or before sanction of the building plan the Owners shall handover the khas peaceful vacant possession under their occupation to the Developer and the Developer shall provide all the necessary assistance, expertise and co-operation to the Owners for the same.
  - IX. The Developer shall not be treated in default if the work is delayed due to the "FORCE MAJEURE" or Act of God i.e. which excludes any legal, financial, technical or political reasons as the same have been conceived and understood by the Developer on / before signing of this agreement. However, in such event of stoppage of work due to "FORCE MAJEURE" or Act of God, the same should be intimated in writing by the Developer to the Owners within a reasonable time but not later than 14 days from the date of the stoppage of work.
- X. In case the Developer fails to get the proposed plan sanctioned by K.M.C to start the construction within the stipulated time mentioned in Clause 4, 6 and 10 of this agreement, the Developer shall intimate the same to the Owners in writing about the same with justification for negation or delay of the same. The Owners will review the same and reserve the right to decide whether to continue with the agreement or rescind the same with immediate effect, and communicate the same to the Developer. PROVIDED FURTHER that the Owners reserves the right to annul this Agreement along with the Power of Attorney executed in favour of the Developer, by giving three month's notice for violation of any or some or all the clauses of this agreement.
- 31. JURISDICTION: Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith as provided hereinabove.

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District Sub-Registrar-III Alipore, South 24-Parganas

# THE FIRST SCHEDULE HEREIN REFERRED TO ABOVE THE FIRST SCHEDULE (A)

By an order and decree dated 28.4.2010 passed in T.S. No.150 of 1977 (Kanai Lal Ghosh Vs. Sanat Kumar Ghosh & Ors.) on the compromise petition filed on 1.4.2010 in the said Title Suit. In terms of the said Decree 1) Sri Kanai Lal Ghosh became Owner of 50% share 2) Sri Sanat Kumar Ghosh and Sri Sandeep Kumar Ghosh jointly became Owner of 18.5% share 3) Smt. Shukla Ghosh, Smt. Ratna Banerjee and Smt. Mohor Basu jointly became Owner of 20% share 4) Smt. Niva Rani Biswas became Owner of 11.5% of the properties mentioned in the schedule of said compromise petition including the property mentioned in the Schedule hereunder written.

Subsequently to the passing of the above mentioned Decree, Niva Rani Biswas (Owner of 11.5% share) died on 28.10.2010 publishing her last Will and Testament. In terms of her last Will duly probated in the Court of Civil Judge Sr. Divn. Asansol in Will probate Case No. 98 of 2012 Smt. Madhumita Biswas became Owner of 3/4th Share of in all property of the said Niva Rani Biswas and Sri Anindya Sundar Biswas became Owner of 1/4th Share of in all property of the said Niva Rani Biswas. As a result of such Smt. Madhumita Biswas became Owner of 8.625% share and Sri Anindya Sundar Biswas became Owner of 2.875% of the schedule mentioned property.

Accordingly following persons became the Owner of the schedule mentioned property in the following manner:

SI No.	Name of the Owner of the property	Share of Ownersip/holding
1.	Sri Kanai Lal Ghosh	50.000 %
2.	Sri Sanat Kumar Ghosh and Sri Sandeep Kumar Ghosh (jointly)	18.500 %
3.	Smt. Shukla Ghosh, Smt. Ratna Banerjee and Smt. Mohor Basu (jointly )	20.00 %
4.	Smt. Madhumita Biswas	8.625 %
5.	Sri Anindya Sundar Biswas	2.875 %
	Total :	100.000%

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### THE FIRST SCHEDULE (B)

In terms of this agreement and the Ownership Pattern as shown in the First Schedule above, following would be the share of the Developer and the Owners , respectively in the New Building :

SI No.	Owner of the respective allocation in the New Building	allocation in Allocation		
1.	Developer	49%		
2(a)	Sanat Kumar Ghosh	4.7175%		
2(b)	Sandeep Kumar Ghosh	4.7175%		
5.(a)	Madhumita Biswas	s 4.40%		
5.(b)	Anindya Sundar Biswas	1.465%		

## THE SECOND SCHEDULE HEREIN REFERRED TO ABOVE

ALL THAT the piece and parcel of lands containing an area of 1 Bigha 11 cottahs 2 chittaks 9 sft. more or less situate and lying within the Kolkata Corporation Ward No 33 being Premises no. 68/A, Suresh Banerjee Road (previously known as Beliaghata Main Road,) Kolkata-68/A, Beleghata Main Road,, P. S. Beleghata, Kolkata – 700 010 is butted and bounded by in the manner as follows that is to say:-

ON THE NORTH: Land of 68/D Beleghata Main Road

ON THE SOUTH: Beleghata Main Road

ON THE EAST : 68/B & 68/D Beleghata Main Road

ON THE WEST : Private Lane

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## THE THIRD SCHEDULE HEREIN REFERRED TO ABOVE

SI .NO.	DETAILS	PARTICULARS	AREA IN SQ. MTR	SQ. FT.
1.	Area of Land	1B- 11K- 2CH- 9 SQ.FT	2082.78	22419
2.	Permissible F.A.R	2.5		
3.	Permissible Covered Area		5206.94	56047.5
4.	Permissible Ground Coverage	50%	1041.39	11209.50
5.	Allowance for Covered Car-Parking		850	9149.4
6.	Allowance For Staircase		146.25	1574.23
7.	Total Allowance		1061.25	11423.29
8.	Permissible Total Covered Area		6268,19	67470.795
9.	Allowance For Lift		65	699.66
10.	Area Covered In Basement		455.5	4903.00
11.	Permissible Ground Coverage	50%	1041.39	
12.	Area covered in FIRST floor		445.5	4795.36
13.	Area covered in second floor		445.5	4795.36
14.	Area covered in third floor		445.5	4795.36
15.	Area covered in fourth floor		445.5	4795.36
16.	Area covered in fifth floor		445.5	4795.36
17.	Area covered in sixth floor	7	445.5	4795.36
18.	Area covered in seventh floor		445.5	4795.36

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Alipore Sub-Registrar-III
Alipore South 24-Parganas
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19.	Area covered in eighth floor		445.5	4795.36
20.	Area covered in ninth floor		445.5	4795.36
21.	Area covered in tenth floor		445.5	4795.36
22.	Area covered in eleventh floor		445.5	4795.36
23.	Area covered in twelfth floor		445.5	4795.36
24.	TOTAL AREA COVERED		6247.0	67242.70
25.	Proposed F.A.R	2.49 (APPROX)		
26.	Total car parking reqd	48 NOS.		1
27.	Car parking provided	48 NOS.(26 COVERED + 22 OPEN)		

#### STATEMENT OF PROPOSED BUILDING

#### FOURTH SCHEDULE

#### Specification

S.I	Particulars	Details
1.	Elevation	Skilled & quality craftsmanship of Merlin tradition to make the complex a symbol of class.
2.	Foundation	Reinforced cement concrete on piles.( Cement to be used: Branded as per requrement)
3.	Super Structure	RCC framework with Grade : 1 Tata Steel TMT Bars.
4.	Treatment	Anti-termite during various stages of construction.  Necessary treatment for Damp Proof Walls.
5.	Walls	External 10 inches Brick Wall, including plaster, paint/stone finished.  Internal 5 inches Brick Wall with Berger/Birla White Putty finish. Sheer Walls of 3 inches Thick,
6.	Windows	Heavy Duty Anodized Aluminum windows with glass panes.
7.	Door	Entrance "Teak Wood Door with elegant teak finish polish.

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1	Internal " Teak finish flush door polished with quality hardware
	Doors to be provided with Godrej/YALE /DORMA Locks.
Floors	Granite / Marbles tiles in entrance and lift lobbies.  Vitrified tiles as per Owner's choice in internal flat areas.
Elevators	Well-decorated lift car of OTIS/ KONE/ SCHIDLER or equivalent brand.
Kitchen	Granite kitchen platform with stainless steel sink having drain board with LAURET / JAGUAR. One loft to be provided in the kitchen in each individual Flat.
Toilets	Designer ceramic tiles on the walls upto the door Height and antiskid ceramic tiles on floor to be provided in each individual Flat.
Sanitary Plumbing	Concealed pipeline for hot/cold water, colored WC & wash Basin of Hindustan/ Parryware /ROCA/EURO/SIMPOLO brand.
Sanitary Fittings	C.P. Fittings of JAGUAR/ LAURET/MARC/KOHLER brand in all Toilets provided in each Flat.
Water Proofing	Water proofing to be done for all Toilet and kitchen walls. All wet areas such toilets, balcony, washing area of kitchen, terrace. Entire terrace will be treated with heat resistant tiles / applications to protect top floors from heat.
Electrical	PVC conduit pipe with copper wiring, MCB s/ ELCB s, modular Switches with sufficient power points for necessary gadgets, geysers, videophones call bell/telephone/T.V. points, air conditioners, cooking appliances to be provided in each individual Flat
Security	Boundary Wall all around the complex with Security Gates with proper manning arrangements.  Round the clock electronic security & surveillance system with emergency alarm, fire fighting system etc.
Landscaping	All round Greenery / Plantation in Driveways, Parkways, Passage, Corridors and Roof Garden.
Lifestyle Facilities	Landscaped greenery, children play area, gym, A.C. community hall. Electronic Surveillance by providing Intercom & CCTV in the entry Lobby Videophone in individual flats. Eco friendly Sound Proof Generator of Reputed Make for power
	Elevators  Kitchen  Toilets  Sanitary Plumbing  Sanitary Fittings  Water Proofing  Electrical  Security  Landscaping

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$\neg$		Water Treatment Plant
19.	Electricals Common Area	Sufficient and elegant light fittings on entrance, common areas, lobby & Corridors and arrangement lighting arrester (Earthing arrangement).
20.	Ground floor common facility	Electrical panel and meter room, common toilets for service staff, underground tank, and house drainage line.

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

SIGNED SEALED AND DELIVERED BY THE **OWNERS** AT KOLKATA

IN THE PRESENCE OF :

1. Saroj luwar kan: Ali portolice Cont

2. SKULLENT SANDIE MUKHERJEE 22, BA. SHAH ROAT, KOKATA-700033

SIGNED SEALED AND DELIVERED BY THE DEVELOPER AT KOLKATA IN THE PRESENCE OF:

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2. Skrubjer

Sanat Kumon Ghool

Sri Sanat Kumar Ghosh

Sanderf K. Ghal.

Madhumite Biswas.

Smt. Madhumita Biswas

Mindya Sundar Biswas Sri Anindya Sundar Biswas

MERLIN PROJECTS LTD.

Authorised Signatory

Merlin Projects Limited

Authorised Signatory

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STATE PROJECTS LTD.

District Sun-Registrar-III Alipore, South 24-Parganas

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## MEMO OF CONSIDERATION

Received from the abovenamed Developer a total sum of Rs.30,30,000/- (Rupees Thirty Lacs Thirty Thousand only) as and by way of Refundable Security Deposit as per the memo given below.

1. By Cheque No.627820 dt. 14.03.2013 drawn on Indian Bank, Bhowanipore Branch, Kolkata in favour of SANAT KUMAR GHOSE

Rs.9,34,250/-

2. By Cheque No.627821 dt. 14.03.2013 drawn on Indian Bank, Bhowanipore Branch, Kolkata in favour of SANDEEP KUMAR GHOSE

Rs.9,34,250/-

By Cheque No.627822 dt. 14.03.2013 3. drawn on Indian Bank, Bhowanipore Branch, Kolkata in favour of MADHUMITA BISWAS

Rs.8,71,125/-

By Cheque No.627823 dt. 14.03.2013 4. drawn on Indian Bank, Bhowanipore Branch, Kolkata in favour of ANINDYA SUNDAR BISWAS

Rs.2,90,375/-

Rs.30,30,000/-

(Rupees Thirty Lacs Thirty Thousand only)

Sanat Kuman Ghosh

Sandref K. Glob.

(OWNERS)

Witnesses:

1. Saroj hyvar Ka-2. January





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	right hand					

Signature Sandeef R. Ghosh



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Signature Madhumila Dismas.

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Signature Anindya Sundar Bisus



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