

05/41

NC-1498/13

1-04841/13



पश्चिम बंगाल WEST BENGAL

Identified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the past of this document.

P 437897

*[Signature]*  
District Sub-Register-III  
Alipore, South 24-parganas

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*22/5/13*  
*4.20 PM*  
*9587/13*

THIS AGREEMENT is made on the 22<sup>nd</sup> day of May Two Thousand Thirteen BETWEEN [1]. Smt. Shukla Ghosh wife of Late Sarojesh Chandra Ghosh, by faith Hindu, by nationality Indian, by occupation, housewife residing at Premises No.68/A, Dr Suresh Chandra Banerjee Road, Kolkata 700010 [2]. Smt. Ratna Banerjee wife of Sri Ashis Banerjee, by faith Hindu, by nationality Indian, by occupation housewife, residing at 19B Lansdown Place, Kolkata 700029 [3]. Smt. Mohor Basu wife of Sri Prajit Basu, by faith Hindu, by nationality Indian, by occupation housewife, residing at 4B, Nandalal Jew Road, Kolkata 700026, 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

4934

24 APR 2015

FILED TO  
OF **BAPIDAB**  
Advocate

Allpore Police Court

Kolkata-700027

VALUED AT **ONE HUNDRED LAKH**  
LICENCED STAMP VENDOR  
SO. DEEJAI SUDHAG SUDAL, TEL-1

Sudhanta Bhattacharya



NETI 3284

MERLIN PROJECTS LIMITED  
Sudhanta Bhattacharya  
Authorised Signatory



NETI 3285

MERLIN PROJECTS LIMITED  
Dakshina  
Authorised Signatory



NETI 3286

Shubha Ghosh



NETI 3287

Ratna Banerjee

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

22 MAY 2015



NETI 3288

Mohor Basu

Soumyadeep Banerjee  
(SOUMYADEEP BANERJEE) (SERVICE)  
S/O ASHIS BANERJEE  
19B, LANSDOWNE PLACE, KOLKATA: 710 029

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 10  
Page from 1060 to 1085  
being No 04841 for the year 2013.



(Rajendra Prasad Bhattacharya) 23-May-2013  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R. - III SOUTH 24-PARGANAS  
West Bengal

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



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

**Endorsement For Deed Number : I - 04841 of 2013**  
**(Serial No. 05141 of 2013 and Query No. 1603L000009580 of 2013)**

**On 22/05/2013**

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

Presented for registration at 16.30 hrs on :22/05/2013, at the Private residence: by Smt. Shukla Ghosh, one of the Executants.

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

Execution is admitted on 22/05/2013 by

1. Smt. Shukla Ghosh, wife of Late Sarojesh Chandra Ghosh , 68/a, Dr.Suresh Chandra Banerjee Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : House wife
2. Smt. Ratna Banerjee, wife of Sri Ashis Banerjee , 19 B, Lansdown Place, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : House wife
3. Smt. Mohor Basu, wife of Sri Prajit Basu , 4 B, Nandalal Jew Road, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : House wife
4. Siddharta Bhattar  
 Authorised Signatory, Merlin Projects Ltd., 79, Sambhunath Pandit Street, Kolkata  
 Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020,  
 By Profession : Others
5. Mr. Sanket Mochta  
 Authorised Signatory, Merlin Projects Ltd., 79, Sambhunath Pandit Street, Kolkata  
 Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020,  
 By Profession : Others

Identified By Soumyadeep Banerjee, son of Ashis Banerjee, 19 B, Lansdown Place, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste: Hindu, By Profession: Service.

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

**On 23/05/2013**

**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.



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

( Rajendra Prasad Upadhyay )  
 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
 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 : I - 04841 of 2013  
(Serial No. 05141 of 2013 and Query No. 1603L000009580 of 2013)

**Payment of Fees:**

Amount By Cash

Rs 22262.02/- on 23/05/2013

( Under Article 3 = 22205/- , E = 21/- , H = 28/- , M(b) = 4/- on 23/05/2013 )

**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.-8,18,71,978/-

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

**Deficit stamp duty**

Deficit stamp duty Rs. 75021/- is paid , by the draft number 008264, Draft Date 22/05/2013. Bank State Bank of India, PRINCE ANWAR SHAH ROAD, received on 23/05/2013

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



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

( Rajendra Prasad Upadhyay )

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

**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 20% 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 (A)** 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.
- 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 **20% 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 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 and having been 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. The remaining 80% of the premises is owned by Sri Kanai Lal Ghosh, Sri Sanat Kumar Ghosh, Sri Sandeep Kumar Ghosh, Smt. Madhumita Biswas and Sri. Anindya Sundar Biswas hereinafter jointly referred to as other **Co-Owners**.
  - 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**.



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D. Before the execution of this agreement the said **Developer** represented and assured the **Owners** as follows:

- i. 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 (i) above and are fully convinced and satisfied about the same.
- ii. That after satisfying themselves about the premises as above, the **Developer** has agreed to negotiate with the remaining Co-Owners having balance 80% 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 whereby the Total Covered Area shall be around 6268.19 Sq.mtr. / 67470.795 Sq.Ft. as per present municipal rules and also as per the preliminary calculations done by the architects of the **Developer**, however subject to the approvals of plans by the sanctioning authorities.

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:

1. 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**.
  - c. **OWNERS** shall mean the Parties of the **First Part** having 20% undivided, share holding in the property and their respective heirs, executors, administrators, representatives and assigns having undivided share in the said **Premises**.



D. Before the execution of this agreement the said **Developer** represented and assured the **Owners** as follows:

- i. 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 (i) above and are fully convinced and satisfied about the same.
- ii. That after satisfying themselves about the premises as above, the **Developer** has agreed to negotiate with the remaining Co-Owners having balance 80% 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 whereby the Total Covered Area shall be around 6268.19 Sq.mtr. / 67470.795 Sq.Ft. as per present municipal rules and also as per the preliminary calculations done by the architects of the Developer, however subject to the approvals of plans by the sanctioning authorities.

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  - 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**.
  - c. **OWNERS** shall mean the Parties of the **First Part** having 20% undivided, share holding in the property and their respective heirs, executors, administrators, representatives and assigns having undivided share in the said **Premises**.



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- d. **CO-OWNERS** shall mean Sri Kanai Lal Ghosh, Sri Sanat Kumar Ghosh , Sri. Sandeep Kumar Ghosh , Smt. Madhumita Biswas and Sri, Anindya Sundar Biswas.
- 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 20% 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.
- h. **OWNERS' 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 20% share and other Co-Ownerss having 80% share. In the situation the Owners herein shall get 20% of the Owners Allocation (20% of the 51% area in the proposed new building).



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- 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.
- j. 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. 20,20,000/- ( Rupees Twenty Lacs twenty 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 to the Owners by A/c Payee Cheque mentioned in this agreement and in the following manner :

S.I NO.	NAMES	AMOUNT IN RS.
1.	Smt. Shukla Ghosh	Rs. 6,73,334
2.	Smt. Ratna Banerjee	Rs. 6,73,333
3.	Smt. Mohor Basu	Rs. 6,73,333

- l. **REFUND OF SECURITY DEPOSIT** - The aforesaid interest free security deposit shall be returned by the **Owners** on handing over of his respective share i.e., **Owners'** Allocation of the completed New Building and (a) upon returning of all original documents once shared by the **Owners** 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.



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3. 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**.
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 later 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.
8. The **Developer** shall be responsible to pay cost of relocation a sum of Rupees Forty 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**. The



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**Developer** also agrees to keep the **Owners** fully indemnified for all time to come and ensure hassle free stay in the alternative accommodation/arrangement made by the respective **Owners** therewith in this behalf and remain liable to pay the cost in advance for the same till such time the **Owners** are handed over possession of completed area and respective allocation in the New Building.

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's** 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 **Owners's** allocation. The **Owners** to accept booking and advances from the intending purchasers in the proposed building for the **Owners's** allocation area to its prospective purchaser/s and **Developer** shall execute 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 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 Twenty thousand only per month as per the proportionate share of their Ownership of the said premises till such time the allocation of **Owners's** share along with the Completion and Occupancy Certificate is handed over to the **Owners**.



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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 **Owners'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 only after delivery of possession of the **Owners' allocation**.
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 **Owners'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



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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.

19. 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-shareholders for development of the property in entirety, 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 to 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 **Owners** 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 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



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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 **Owners** 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 to be 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 (h) 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
28. 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.
  - b) To co-operate with the **Developer** for constructing and completing the New Building.
  - c) To accept the nomination of person or persons for acquiring right, title and interest in respect of the 49 % undivided share of land attributable to the **Developer's** allocation in the proposed New Building from the **Owner** only for the purpose of development, construction and sale of the Flats from the



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Developer's allocation in the New Building to the intending Buyers in which case the Owner 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 Owner 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 Owners's share of allocation in the proposed new building in the said premises, so long this agreement shall remain in force and effect. The Owner shall be entitled to sell, transfer or make advance booking of space of Owner' allocation only after the commencement of construction work upon sanction of the proposed Building Plan.

- d) The Owners / his authorized representatives 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.
  - 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.
29. The **Developer** has agreed:-
- a) 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 by deduction from the Security Deposit withheld by them. In case such technical error / defects in civil engineering is detected after complete delivery of **Owner's** Allocation within 12 months thereof, the Developer will be responsible and liable to rectify the same at his/their cost and /or compensate the **Owner** and other Purchasers of the Flats in the New Building within 30 days of written complaint thereof.



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- b) 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.
- c) It shall be the responsibility of the Developer to utilize 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.
- d) 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.
- e) On failure to handover **Owners'** Allocation as mentioned in clause 1 (h) in this agreement within the stipulated time, Liability Defection Clause will apply in terms of Clause 11 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(l) herein.
- f) 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.

### 30. MISCELLANEOUS:

- I. 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.
- II. Both the **Owners** and the **Developer** 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



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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 apportionment of taxes and mutation with K.M.C has to be paid by the Owners and Developers for their 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 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



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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.

**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 Owners of 50% share 2) Sri Sanat Kumar Ghosh and Sri Sandeep Kumar Ghosh jointly became Owners of 18.5% share 3) Smt. Shukla Ghosh, Smt. Ratna Banerjee and Smt. Mohor Basu jointly became Owners of 20% share 4) Smt. Niva Rani Biswas became Owners 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 (Owners 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 Owners of 3/4th Share of in all property of the said Niva Rani Biswas and Sri Anindya Sundar Biswas became Owners of 1/4th Share of in all property of the said Niva Rani Biswas. As a result of such Smt. Madhumita Biswas became Owners of 8.625% share and Sri Anindya Sundar Biswas became Owners of 2.875% of the schedule mentioned property.



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

Sl No.	Name of the Owners of the property	Share of Ownership/holding
1.	Sri Kanai Lal Ghosh	50.00 %
2.	Sri Sanat Kumar Ghosh and Sri Sandeep Kumar Ghosh ( jointly )	18.50 %
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%

### THE FIRST SCHEDULE (B)

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

Sl No.	Owners of the respective allocation in the New Building	Allocation	Total
1.	Developer	49%	
2.	Smt. Shukla Ghosh	3.4%	
3.	Smt. Ratna Banerjee	3.4%	
4.	Smt. Mohor Basu	3.4%	
5.	Co-Owners	40.8%	



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**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 , Belegkata Main Road ,, P. S. Belegkata, Kolkata – 700 010 is butted and bounded by in the manner as follows that is to say:-

ON THE NORTH : Land of 68/D Belegkata Main Road  
ON THE SOUTH : Belegkata Main Road  
ON THE EAST : 68/B & 68/D Belegkata Main Road  
ON THE WEST : Private Lane

**THE THIRD SCHEDULE HEREIN REFERRED TO ABOVE**

SI .NO.	DETAILS	PARTICULARS	AREA IN SQ. MTR	AREA IN 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



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17.	Area covered in sixth floor		445.5	4795.36
18.	Area covered in seventh floor		445.5	4795.36
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.		
27.	Car parking provided	48 NOS.(26 COVERED + 22 OPEN)		

**STATEMENT OF PROPOSED BUILDING  
FOURTH SCHEDULE  
Specification**

S.I	Particulars	Details
1.	<b>Elevation</b>	Skilled & quality craftsmanship of Merlin tradition to make the complex a symbol of class.
2.	<b>Foundation</b>	Reinforced cement concrete on piles.( Cement to be used: Branded as per requirement)
3.	<b>Super Structure</b>	RCC framework with High Quality Steel
4.	<b>Treatment</b>	Anti-termite during various stages of construction. Necessary treatment for Damp Proof Walls.
5.	<b>Walls</b>	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.	<b>Windows</b>	Heavy Duty Anodized Aluminum windows with glass panes.
7.	<b>Door</b>	Entrance "Teak Wood Door with elegant teak finish polish. Internal " Teak finish flush door polished with quality hardware Doors to be provided with Godrej/YALE /DORMA Locks.
8.	<b>Floors</b>	Granite / Marbles tiles in entrance and lift lobbies. Vitrified tiles as per Owners' choice in internal flat areas.
9.	<b>Elevators</b>	Well-decorated lift car of OTIS/ KONE/ SCHIDLER or equivalent brand.
10.	<b>Kitchen</b>	Granite kitchen platform with stainless steel sink having drain board



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		with LAURET / JAGUAR. One loft to be provided in the kitchen in each individual Flat.
11.	<b>Toilets</b>	Designer ceramic tiles on the walls upto the door Height and antiskid ceramic tiles on floor to be provided in each individual Flat.
12.	<b>Sanitary Plumbing</b>	Concealed pipeline for hot/cold water, colored WC & wash Basin of Hindustan/ Parryware /ROCA/EURO/SIMPOLO brand.
13.	<b>Sanitary Fittings</b>	C.P. Fittings of JAGUAR/ LAURET/MARC/KOHLER brand in all Toilets provided in each Flat.
14.	<b>Water Proofing</b>	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.
15.	<b>Electrical</b>	PVC conduit pipe with copper wiring, MCBs/ 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.
16.	<b>Security</b>	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.
17.	<b>Landscaping</b>	All round Greenery / Plantation in Driveways, Parkways, Passage, Corridors and Roof Garden.
18.	<b>Lifestyle Facilities</b>	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 back up for Light , Fan,TV ,Fridge & ACs shall be provided. Water Treatment Plant
19.	<b>Electricals, Common Area</b>	Sufficient and elegant light fittings on entrance, common areas, lobby & Corridors and arrangement lighting arrester (Earthing arrangement).
20.	<b>Ground floor common facility</b>	Electrical panel and meter room, common toilets for service staff, underground tank, and house drainage line.



*[Signature]*  
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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

*Somyadip Banerjee*  
17B, LANSDOWNE PLACE,  
KOLKATA: 700 029

*Shukla Ghosh.*

[1]. Smt. Shukla Ghosh

*Ratna Banerjee*  
[2]. Smt. Ratna Banerjee

*Aishanya Basu.*  
4B, NANDALAL JIU ROAD.  
KOLKATA : 700 026.

*Mohor Basu.*  
[3]. Smt. Mohor Basu

SIGNED SEALED AND DELIVERED  
BY Authorized Representative of the  
DEVELOPER AT KOLKATA  
M/s MERLIN PROJECTS LIMITED

MERLIN PROJECTS LIMITED

*Debat Mohit A*  
Authorized Signatory

*Somyadip Banerji*

MERLIN PROJECTS LIMITED

*Siddhanta Banerjee*  
Authorized Signatory

*Aishanya Basu.*

*Prepared by me,  
Anubinda Ray  
Atipore Police Court  
Kolkata-25.*



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**MEMO OF CONSIDERATION**

Received from the abovementioned Developer a total sum of Rs. 20,20,000/- (Rupees Twenty Lacs Twenty Thousand) only as and by way of Refundable Security Deposit as per the Memo given below.

S.I No.	NAME	AMOUNT IN Rs.	Cheque No.	Date	Bank Details
1.	Smt. Shukla Ghosh	Rs. 6,73,334	001846	22.5.2013	Axis Bank Ltd, Dalhousie, Kolkata - 700 001
2.	Smt. Ratna Banerjee	Rs. 6,73,333	001847	22.5.2013	Axis Bank Ltd, Dalhousie, Kolkata - 700 001
3.	Smt. Mohor Basu	Rs. 6,73,333	001848	22.5.2013	Axis Bank Ltd, Dalhousie, Kolkata - 700 001

Witness:

1. *Sanyadip Banerjee*

2. *Aishwarya Basu*

*Shukla Ghosh.  
Ratna Banerjee  
Mohor Basu.*



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right hand					

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Signature: *Paleet Khatn*

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left hand					
right hand					

Name: .....

Signature: *Siddhanta Bhatia*

Thumb 1st finger mid finger ring finger small finger



left hand					
right hand					

Name: *SHUKLA GHOSH*

Signature: *Shukla Ghosh*

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left hand					
right hand					

Name: *RATNA BANERJEE*

Signature: *Ratna Banerjee*














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	right hand					

Name: .....

Signature: .....

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	left hand					
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Name: .....

Signature: *Mohor Basu*

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	right hand					

Name: .....

Signature: .....

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PHOTO	left hand					
	right hand					

Name: .....

Signature: .....



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