

09274

VC-2623/13

I 08842/13



पश्चिमबंग पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted for registration. The signature sheets and the endroesement sheets attached with the document are the past of this document.

P 326117

6/10/13
R-2014

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

THIS AGREEMENT is made on the 1st day of October Two Thousand Thirteen BETWEEN Sri. Kanai Lal Ghosh s/o Lt. Baidyanath Ghosh by faith Hindu, by nationality Indian, by occupation Business, residing at Premises No. 68/A, Belegkata Main Road, Police Station Beliaghata, Kolkata 700010, hereinafter referred to as the **OWNER** (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**

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28 JUN 2013

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 SOLD TO **BAPID**
 OF ~~ALPURA POLICE COMPS~~
~~EX-100-750007~~
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 MERLIN PROJECTS LIMITED
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 District Sub-Registrar-III
 Alipore, South 24-Parganas
 1 OCT 2013


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 (SANKAR PRASAD GHOSH)


 NCT1
 5844
 Ragini De Sarkar.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 2177 to 2208
being No 08842 for the year 2013.



(Signature)
(Rajendra Prasad Upadhyay) 24 October-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 Dood Number : I - 08842 of 2013
(Serial No. 09274 of 2013 and Query No. 1603L000017928 of 2013)

On 01/10/2013

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

Presented for registration at 20.20 hrs on :01/10/2013, at the Private residence by Sri Kanai Lal Ghosh, one of the Executants.

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

Execution is admitted on 01/10/2013 by

1. Sri Kanai Lal Ghosh, son of Late Baldyanath Ghosh, 68/ A, Beliaghata Main Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Business
2. Dr. Sankar Prasad Ghosh, son of Sri Kanai Lal Ghosh, 68/ A, Beliaghata Main Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Professionals
3. Dr. Dibakar Ghosh, son of Sri Kanai Lal Ghosh, 68/ A, Beliaghata Main Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Professionals
4. Sri Suronath Ghosh, son of Sri Kanai Lal Ghosh, 68/ A, Beliaghata Main Road, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Service
5. Smt. Ragini De Sarker, daughter of Sri Kanai Lal Ghosh, Block A, 668, Lake Town, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089, By Caste Hindu, By Profession : Others
6. Mr. Saket Mohta
Authorised Signatory, Merlin Projects Ltd., 79, Sambhunath Pandit Street, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700020,
, By Profession : Others
7. Mr. 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

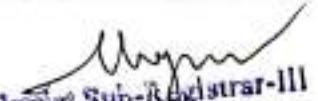
Identified By J Baldwa, son of . . ., 22, Pr Anwar Shah Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste: Hindu, By Profession: Service.

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

On 03/10/2013

Certificate of Market Value(WB PUVI rules of 2001)




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DISTRICT SUB-REGISTRAR-III OF 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 - 08842 of 2013
(Serial No. 09274 of 2013 and Query No. 1603L000017928 of 2013)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-12,25,82,969/-

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 07/10/2013

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 Draft

Rs. 55592/- is paid , by the draft number 449778, Draft Date 01/10/2013, Bank Name State Bank of
India, COMMERCIAL BR., ALIPORE, received on 07/10/2013

(Under Article : B = 55539/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 07/10/2013)

Deficit stamp duty

Deficit stamp duty Rs. 75021/- is paid , by the draft number 449779, Draft Date 01/10/2013, Bank :
State Bank of India, COMMERCIAL BR., ALIPORE, received on 07/10/2013

(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

EndorsementPage 2 of 2

AND

1) Dr. Sankar Prasad Ghosh aged about 58 yrs, 2) Dr. Dibakar Ghosh aged about 50 yrs. Both by occupation Medical Practitioner 3) Sri Suronath Ghosh aged about 47 yrs. by occupation Service, S/o of Sri Kanai Lal Ghosh by faith Hindu and Indian by nationality and residents 68/A Beliaghata Main Road, Kolkata-700010 P.S Beliaghata and 4) Smt. Ragini De Sarker aged about 53 yrs. (D/o Sri Kanai Lal Ghosh) w/o Smt. Goutam Kumar De Sarkar by faith Hindu residing at 668, Lake Town, Block A, Kolkata-700089, P.S Lake Town hereinafter referred to as the **CONFIRMING PARTIES**.

WHEREAS

- A. The parties of the **First Part** herein are Owner having 50% 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 **Owner** with a proposal for developing the said premises.
- C. The Confirming Parties namely 1)Dr. Sankar Prasad Ghosh, 2) Dr. Dibakar Ghosh, 3) Sri Suronath Ghosh are sons, and 4) Smt. Ragini De Sarker is daughter of Owner Sri Kanai Lal Ghosh.
- D. At or before the execution of this agreement the said **Owner** had represented and assured the **Developer** as follows:
- i. That the **Owner** are absolutely seized and possessed of or otherwise well and sufficiently entitled to **50% 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 **Owner** nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the said **Premises**. The remaining 50% of the premises is owned by Sri Sanat Kumar Ghosh , Sri. Sandeep Kumar Ghosh , Smt. Shukla Ghosh, Smt. Ratna Banerjee ,Smt. Mohor Basu, 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 **Owner** and the **Owner** 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**.

E. Before the execution of this agreement the said **Developer** represented and assured the **Owner** 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 50% 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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Relying on the aforesaid representations and assurance of the **Developer**, the **Owner** 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.

The Owner is presently 84 years old and is not keeping good health. The Confirming Parties shall be heirs and successors of the Owner and shall inherit the share of Owner Sri Kanai Lal Ghosh in the property.

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. **OWNER** shall mean the Parties of the **First Part** having 50% 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 Sanat Kumar Ghosh , Sri. Sandeep Kumar Ghosh , Smt. Shukla Ghosh, Smt. Ratna Banerjee ,Smt. Mohor Basu, Smt. Madhumita Biswas and Sri, Anindya Sundar Biswas.
 - e. **DEVELOPER** shall mean MERLIN PROJECTS LIMITED and its successor or successors-in-office/interest.



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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 **Owner** have agreed to contribute there 50% undivided share in land and existing building in the said **Premises** for development/construction of a predominantly 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. **OWNER'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 **Owner** 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 Owner i.e both the Owner herein having 50% share and



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other co-Owner having 50% share. In the situation the Owner herein shall get 50% of the Owner Allocation (50% of the 51% area in the proposed 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.
- j. In terms of this agreement the share of the **Developer** and the **Owner** 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. 50,50,000/- (Rupees Fifty Lacs fifty thousand only) shall be paid by the **Developer** to the **Owner** as per their predetermined share at the time of execution of this agreement. The Security Deposit shall be paid to the Owner by A/c Payee Cheque mentioned in this agreement and in the following manner :

S.I NO.	NAMES	AMOUNT IN RS.
1.	Sri Kanai Lal Ghosh	Rs. 50,50,000.00

- J. **REFUND OF SECURITY DEPOSIT** - The aforesaid interest free security deposit shall be returned by the **Owner** on handing over of his respective share i.e., **Owner's** 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 **Owner** 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.



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2. The **Owner** 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 **Owner** 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 **Owner** at any point of time or whatsoever.
3. The **Developer** is prima-facie satisfied with the title of the **Owner** on the basis of the copies of the documents provided by the **Owner** and there are no other documents with the **Owner** save and except the copy already provided by the **Owner**.
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 **Owner** 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 **Owner**.
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 **Owner**. 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 **Owner**.
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,



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Urban Land (Ceiling and Regulations) Department, Assessment Department including any dues and the **Owner** shall not be responsible for the same save and except that the **Owner** 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 **Owner** shall have no responsibility and accountability for the same and the **Developer** shall keep the **Owner** saved harmless, and indemnified against all liabilities, obligations, claims, demands, loss and damages arising there from or in connection thereon to handover the **Owner's** allocation to the **Owner** 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 **Owner's** allocation of the respective share / Flats in the New building/s are handed over to **Owner** in terms of this agreement.
8. The **Developer** shall be responsible to pay the cost of relocation at an agreed sum of Rupees One Lac per month to the **Owner** within fifteenth day of the month once the owner is relocated from the said Premises and shall continue to pay such amount till handing over clear possession of share/Flats of the New Building to the **Owner**. The **Developer** also agrees to keep the **Owner** fully indemnified for all time to come and ensure hassle free stay in the alternative accommodation/arrangement made by the respective **Owner** therewith in this behalf and remain liable to pay the cost in advance for the same till such time the **Owner** 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 **Owner's** allocation as mentioned herein before to the **Owner** 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.



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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 **Owner** 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 **Owner** shall not be liable for the same. Sale Deeds for constructed areas sold out of **Developer's** allocation to be executed by **Owner** and **Developer** simultaneously upon handing over constructed areas of **Owner's** allocation. The **Owner** 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 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 **Owner** 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 **Owner** 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 Fifty thousand only per month in respect of the Security Deposit in the proportionate share of their Ownership of the said premises till such time the allocation of **Owner's** share along with the Completion and Occupancy Certificate is handed over to the **Owner**.

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



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authorities, if any and as per the specifications mentioned in **Fourth Schedule** hereto and intimate the Owner 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 **Owner** both the **Owner** and **Developer** or their nominees shall become Owner 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 **Owner** 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 Owner' 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 Owner's allocation to the Owner. 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 Owner shall be required for the same and the **Developer** will keep the **Owner** 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 **Owner** 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 **Owner'** allocation to the **Owner**.



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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 **Owner** and **Developer** and in further consideration that the **Owner** having agreed to grant the exclusive right of development of the said Premises, the **Developer** shall hand over the **Owner'** allocation area as mentioned hereinbefore to the **Owner** being allocated on the mutual settlement /agreement and understanding to be reached at by and between the **Owner** 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 **Owner** and **Developer** and /or their nominees shall become Owner 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 **Owner** 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 **Owner** safe and indemnified against all actions, suits proceedings, cost / charges and expenses in respect thereof. .
20. The **Owner** 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 **Owner** within 30 days from the date of demolition of the old structure
21. The **Owner** shall execute a Registered Power of Attorney in favour of the **Developer** for negotiating and discussing with other co-shareholders for



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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 **Owner** 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 Owner 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 **Owner** 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 any financial liability to the **Owner** or affecting their/his/her estate and interest in the said Premises. The **Developer** will keep the **Owner** 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 **Owner** 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 to be reached between them.



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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 Owner about the same. On receiving the consent of the **Owner** such constructions shall be raised by the **Developer** at his/their own cost and handover the share of the Owner' 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 Owner. The Owner 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 Owner and the purchasers of the New Building. Upon the proposed New Building being completed in all respect, the **Owner** 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 Owner shall be liable to pay for the cost of apportionment of tax and mutation for there respective shares
28. The **Owner** 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 Owner / 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 Owner 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 Owner 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.



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29. The Developer has agreed: -

The construction work shall be at the sole risk and responsibility of the Developer and the Owner 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 Owner 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' 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.

- 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 Owner will only be liable to pay the Security Deposit payable to various bodies such as CESC, Calcutta Telephones, etc. for individual Flats as per Owner' allocation. After apportionment and separation of the respective units of Owner' and Developer's allocation area the individual Owner of such units shall be liable to pay their K.M.C. taxes and other statutory outgoings and maintenance charges.
- b. 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 Owner in mutating the Owner' 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 Owner' allocation once the mutation is complete.



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- d. On failure to handover **Owner**' 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 Owner will have the full right to deduct the dues on this account from the Security Deposits held by them as mentioned in clause 1(j) 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 **Owner**' share of New Building to the **Owner** 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 **Owner**' 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 **Owner** 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 **Owner**' allocation.
- II. Both the **Owner** 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 provided both the parties have duly fulfilled, discharged and observed the terms, conditions and covenants on their respective parts contained herein.
- III. Both the **Owner** 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 **Owner** 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



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the New Building. The Owner will only be liable to pay the Security Deposit payable to various bodies such as CESC, Calcutta Telephones, etc. for individual Flats as per Owner' allocation and the cost of apportionment of taxes and mutation with K.M.C has to be paid by the Owner and Developers for their respective shares . After apportionment and separation of the respective units of Owner' and Developer's allocation area the individual Owner of such units shall be liable to pay their K.M.C. taxes and other statutory outgoings and maintenance charges.

- V. Both the Owner 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 **Owner** 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 **Owner** and **Developer** in the proportion of 49% for **Developer** and 51% for **Owner** 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 **Owner** in the same proportion of 49 : 51.
- VIII. It is agreed between the **Owner** and **Developer** that on or before sanction of the building plan the **Owner** 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 Owner 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



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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 **Owner** 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 **Owner** in writing about the same with justification for negation or delay of the same. The **Owner** 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 **Owner** 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.
- XI. The Confirming Parties shall be heirs and successors in the event of infirmity/illness/demise of the **Owner** and shall inherit the share of the **Owner** in the property in equal ratio. To avoid any confusion in the future, they have joined this agreement and do record in the event of demise of **Owner** they shall step in the shoes of the **Owner** and shall abide by all the terms and conditions as mentioned in this agreement, similarly the **Developer** in such situation handover the allocation of **Owner** area jointly to Confirming Parties. The Confirming Parties shall execute a Power of Attorney and other documents as may be required by the **Developer** for implementation of this agreement and Development of the Said Property.

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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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 :

Sl No.	Name of the Owner of the property	Share of Ownerip/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 Owner, respectively in the New Building :

SI No.	Owner of the respective allocation in the New Building	Allocation	Total
1.	Developer	49%	
2	Kanai Lal Ghosh	25.5%	
3.	Co-Owners	25.5%	

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

ON THE NORTH : Land of 68/D Belegghata Main Road
ON THE SOUTH : Belegghata Main Road
ON THE EAST : 68/B & 68/D Belegghata 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



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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		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)		



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**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 requirement)
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. Internal " Teak finish flush door polished with quality hardware Doors to be provided with Godrej/YALE /DORMA Locks.
8.	Floors	Granite / Marbles tiles in entrance and lift lobbies. Vitrified tiles as per Owner's choice in internal flat areas.
9.	Elevators	Well-decorated lift car of OTIS/ KONE/ SCHIDLER or equivalent brand.
10.	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.
11.	Toilets	Designer ceramic tiles on the walls upto the door Height and antiskid ceramic tiles on floor to be provided in each individual Flat.
12.	Sanitary Plumbing	Concealed pipeline for hot/cold water, colored WC & wash Basin of Hindustan/ Parry ware /ROCA/EURO/SIMPOLO brand.
13.	Sanitary Fittings	C.P. Fittings of JAGUAR/ LAURET/MARC/KOHLER brand in all Toilets provided in each Flat.



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14.	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.
15.	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.
16.	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.
17.	Landscaping	All round Greenery / Plantation in Driveways, Parkways, Passage, Corridors and Roof Garden.
18.	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 back up for Light , Fan, TV ,Fridge & ACs shall be provided. 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.



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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 OWNER AT KOLKATA

Kanai Lal Ghosh
Sri Kanai Lal Ghosh

SIGNED SEALED AND DELIVERED
BY Authorized Representative of the
DEVELOPER AT KOLKATA

MERLIN PROJECTS LIMITED
Saket Mohta
Authorised Signatory

Mr. Saket Mohta

SIGNED SEALED AND DELIVERED
BY THE CONFIRMING PARTIES
AT KOLKATA

MERLIN PROJECTS LIMITED
Siddharta Bhatnagar
Authorised Signatory
Mr. Siddharta Bhatnagar

Sankar Prasad Ghosh

1) Dr. Sankar Prasad Ghosh

Witness :

Address
1. (S. K. Ghosh)
22/22/22
Kolkata

Dibakar Ghosh

2) Dr. Dibakar Ghosh

Suronath Ghosh

3) Sri Suronath Ghosh

2. *Ganesh Prasad*

Ragini De Sarkar
4) Smt. Ragini De Sarkar

Alipore police station
4/2/22



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MEMO OF CONSIDERATION

Received from the abovementioned Developer a total sum of Rs. 50,50,000/- (Rupees Fifty lacs fifty thousand only) as and by way of Interest Free Refundable Security Deposit as per the Memo given below.

BY BANKR'S CHEQUE NO. 314294 DT. 01.10.2013 DRAWN BY INDIAN BANK, BHOWANIPORE BRANCH, KOLKATA in favour of KANAI LAL GHOSH amounting Rs. 50,50,000/- (Rupees Fifty lacs fifty thousand only)

Kanai Lal Ghosh

KANAI LAL GHOSH

(OWNER)

Witness:

1. *Jagdish Bhatnagar*
(J. Bhatnagar)
2. *22 Anwar Shah Road,*
161-33







Ganesh Prasad

22, Piline Anwar Shah Road,
Kolkata-700 033














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		Thumb	1st finger	mid fingure	ring finger	small finger
 <i>Kanai Lal Ghosh</i>	left hand					
	right hand					












Name: KANAI LAL GHOSH

Signature: *Kanai Lal Ghosh*

		Thumb	1st finger	mid fingure	ring finger	small finger
 <i>Sankar Prasad Ghosh</i>	left hand					
	right hand					












Name: SANKAR PRASAD GHOSH

Signature: *Sankar Prasad Ghosh*

		Thumb	1st finger	mid fingure	ring finger	small finger
 <i>Dibakar Ghosh</i>	left hand					
	right hand					

Name: DIBAKAR GHOSH

Signature: *Dibakar Ghosh*

		Thumb	1st finger	mid fingure	ring finger	small finger
 <i>Suronath Ghosh</i>	left hand					
	right hand					




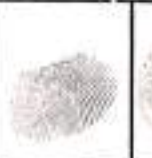







Name: SURONATH GHOSH

Signature: *Suronath Ghosh*



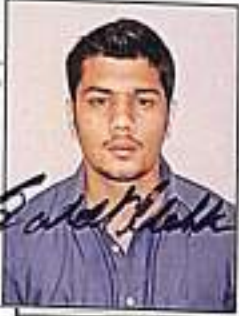



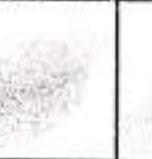






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		Thumb	1st finger	mid fingure	ring finger	small finger
 Siddhanta Bhattar	left hand					
	right hand					












Name:

Signature: *Siddhanta Bhattar*

		Thumb	1st finger	mid fingure	ring finger	small finger
 Saket Motta	left hand					
	right hand					

Name: SAKET MOTTA

Signature: *Saket Motta*

		Thumb	1st finger	mid fingure	ring finger	small finger
 Ragini De Sarker	left hand					
	right hand					

Name: RAGINI DE SARKER

Signature: *Ragini De Sarker*

		Thumb	1st finger	mid fingure	ring finger	small finger
PHOTO	left hand					
	right hand					

Name:

Signature:



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