

15852/2023

15386/2023



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

16/10

2/26/2023

A.R.A.  
IV

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

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 16<sup>th</sup> day of October, Two Thousand Twenty Three, (2023)

14/10/23

Additional Registrar of Assurances-IV, Kolkata

BETWEEN

16 OCT 2023

**DEBONAIR VANIJYA PRIVATE LIMITED** (PAN:AACCD3722D), a company incorporated under the Companies Act, 1956, having its registered office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, represented by its Director Mr. Dilip Kumar Choudhary (PAN: ACNPC6581F) (Aadhaar No. 3528 0690 6428), son of Late C L Choudhary, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata - 700 033, 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 its successor or successors in office and assigns) of the **FIRST PART;**

15/10/23  
on behalf of

AND

DIPAK RAM  
SOM RAM  
Signature Police Court  
Kolkata-700 027

14045

15

15 SEP 2023

No. .... ₹ 100/- Date .....

Name : ..... **B. C. LAHIRI**  
Advocate

Address : ..... **ALIPUR JUDGE COURT**  
**KOL-27**

Vendor : .....  
Alipore Collectorate, 24 Pgs. (South)

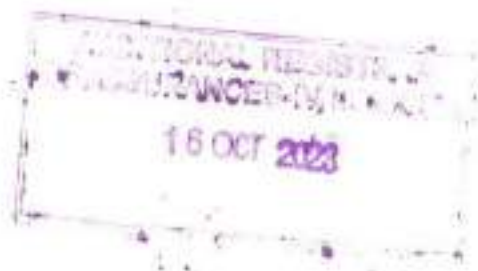
**SUBHANKAR DAS**  
STAMP VENDOR  
Alipore Police Court, KOI-27



*[Faint handwritten notes and illegible text]*

*[Handwritten note: 100/-]*

*[Faint handwritten notes]*



*[Signature]*  
**DIPAK RAM**  
S/O M.K. RAM  
Alipore Police Court  
Kolkata -700 027



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



192023240255127131

GRN Details

GRN:	192023240255127131	Payment Mode:	Online Payment
GRN Date:	11/10/2023 13:58:50	Bank/Gateway:	IDBI Bank
BRN :	732862561	BRN Date:	11/10/2023 14:01:01
GRIPS Payment ID:	111020232025512712	Payment Init. Date:	11/10/2023 13:58:50
Payment Status:	Successful	Payment Ref. No:	2002604479/2/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	MERLIN PROJECTS LTD
Address:	22 PRINCE ANWAR SHAH RIAD KOLKATA, West Bengal, 700033
Mobile:	6289218132
Depositor Status:	Buyer/Claimants
Query No:	2002604479
Applicant's Name:	Mr Bapi Das
Identification No:	2002604479/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	11/10/2023
Period To (dd/mm/yyyy):	11/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002604479/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002604479/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>75041</b>

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.





**MERLIN PROJECTS LIMITED** (PAN:AACCM0505B), a company incorporated under the Companies Act, 1956 having its Registered Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, represented by its Authorised Signatory Mr. Jagrith Choudhary (PAN: AFYPC1885J) (Aadhaar No. 8395 1158 9194), son of Late Om Prakash Choudhary, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, hereinafter referred to as the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and assigns) of the **SECOND PART**.

**WHEREAS:**

- A. The Owner herein represented that it is the absolute Owner of Municipal Premises No. 2/1, Ho-Chi-Minh Sarani, P.S. Shakespeare Sarani, Kolkata-700 071 which includes an existing Heritage Grade-2B Building (Heritage Building), within the jurisdiction of Ward No. 063 of the Kolkata Municipal Corporation, more fully described in the **Part-I of the FIRST SCHEDULE** hereunder written and hereinafter referred to as the 'Said Property'. The details of Ownership of 'Said Property' are more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written. The Owner and the Developer has entered into an understanding for development of the 'Said Property'.
- B. The Owner for construction of a Multistoried Residential Building has already got sanction of a Building Plan from the Kolkata Municipal Corporation vide Building Permit No. 2022070213 dated 15.03.2023 in the vacant land of the 'Said Property'.
- C. The Owner in pursuance of the said understanding has approached the Developer for construction of the said Residential Building, car parking spaces and other constructed areas in a demarcated portion out of the 'Said Property' excluding the said Heritage Building measuring 1 Bigha 4 Cottahs 6 Chittaks equivalent to 1629.526 sq. mt. more or less, morefully and particularly mentioned in the **Part-II of First Schedule**, hereinafter referred to as the 'Project Land' and as shown in the plan annexed with this Agreement marked as *Annexure-A*.
- D. The Developer being a reputed Developer, having experience in the development of Real Estate, with sufficient infrastructure and finance have agreed to undertake the development of the 'Project Land' by constructing multistoried buildings mainly for residential purposes, in accordance with the plan sanctioned by the Kolkata Municipal Corporation and/or concerned authority and as per the specification agreed between the parties herein.

ADDITIONAL REGISTRAR  
MADRAS UNIVERSITY  
18 OCT 2023

2



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

**ARTICLE-I  
DEFINITION**

1. In these presents unless contrary and/or repugnant thereto, the following expressions shall have the following meaning:
  - 1.1 **"PROJECT LAND"** shall mean a demarcated portion excluding the existing Heritage Building of the said Municipal Premises No. 2/1, Ho-Chi-Minh Sarani, P.S. Shakespeare Sarani, Kolkata – 700 071, within the jurisdiction of Ward No. 063 of the Kolkata Municipal Corporation, more fully and particularly described in the **Part-II** of the **FIRST SCHEDULE** hereunder written.
  - 1.2 **"PROJECT"** shall mean construction of a residential multistoried buildings on the 'Project Land' comprising of various self-contained independent flats / apartments, along with other constructed spaces, including facility of car parking areas, necessary infrastructure, facilities, common areas and amenities, in accordance with the said Building Plan sanctioned by the Municipal Authority save and except the Heritage Building, and the said Building with its entry and exit from the main road (duly demarcated in the plan annexed to this Agreement) is out of scope of this Agreement and the said Heritage Building will executively be retained by the Owner.
  - 1.3 **"NATURE OF DEVELOPMENT"** shall mean the development of the 'Project Land', by constructing predominantly multistoried residential building/s, as per the sanctioned building plan by Kolkata Municipal Corporation vide Building Permit being No. 2022070213 dated 15.03.2023.
  - 1.4 **"GROSS SALE PROCEEDS"** shall mean the amounts on any account whatsoever received from time to time (including part payments) from any Transferee in respect of transfer of any property, benefit or right in the Project or any part thereof and/or any Saleable Space or any part thereof and/or anything else relating to or connected with the Project including proceeds of sales or consideration, premium, salami, rent, advance rent, car-parking spaces, floor rise charges, preferential location charges, interest / compensation if any received by the Developer from Transferees on any delayed payment or otherwise, transfer/nomination charges, any amount received from Transferees as compensation on cancellation of any Agreement, Deposits/Extra Charges/Taxes and also GST or any other tax payable by the Transferees, etc.

18 OCT 2023  
ADDITIONAL REGISTRAR  
KARNATAKA





- 1.5 **"NET SALE PROCEEDS"** shall mean Gross Sale Proceeds less:
- a) GST and other taxes will be charged to the customers, as may be applicable from time to time (hereinafter referred to as "**the Taxes**");
  - b) Other Deposits and Charges: "Other Deposits and Charges" are collected from the transferees along with applicable Taxes which shall mean the following:
    - i. Stamp duty and registration fees and other incidental and allied costs, expenses etc. if received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale/conveyance deed or other instruments/documents for Transfer of the flats / units of the Project. Priority should be given to the transferees directly paying the same to the concerned authority.
- 1.6 **"ARCHITECT AND OTHER CONSULTANTS"** shall mean any person/s, agencies, to be appointed by the Developer as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the '*Project Land*'.
- 1.7 **"OWNER"** shall mean the above said party of the First Part and include its successor/s, successor-in-office and/or permitted assigns.
- 1.8 **"DEVELOPER"** shall mean the Party of the Second Part and include its successor/s, successor-in-office and/or permitted assigns.
- 1.9 **"SHARING RATIO"** shall mean the share of the parties respectively in the constructed area and Net Sale Proceeds as per the agreed ratio, as more fully described in the **Article - XIII** hereunder.
- 1.10 **"NEW BUILDING/BUILDINGS"** shall mean and include all new multistoried building to be constructed by the Developer in accordance with the plan/s and/or revised plan/s to be sanctioned by Kolkata Municipal Corporation and/or concerned authority on the entirety of the '*Project Land*'.

ADDITIONAL REGISTRAR  
OF MOTOR VEHICLES IN KARNATAKA  
16 OCT 2023



- 1.11 **"PLAN"** shall mean plan sanctioned by the Kolkata Municipal Corporation vide Building Permit being No. 2022070213 dated 15.03.2023 for construction of a residential building on the *Project Land* including any modification and/or additions, alternations thereof, hereinafter referred to as the 'Said Plan'.
- 1.12 **"SPECIFICATION"** shall mean the specifications of the material to be used for the construction of the new building, common area, amenities and facilities to be provided in the said Project as more fully mentioned in **THIRD SCHEDULE**.
- 1.13 **"TRANSFER"** with its grammatical variations shall mean transfer by Sale and include transfer by possession in part performance of such sale and include any other means of transfer if so mutually agreed between the parties in writing.
- 1.14 **"TRANSFeree"** shall mean any persons to whom any space or rights in the new Project including any Saleable Space will be transferred or agreed to be transferred for an agreed consideration.
- 1.15 **"OTHER DEPOSITS/EXTRA CHARGES/TAXES"** shall mean the amounts to be deposited/paid by any Transferees in respect of their respective Units and the same to be utilized by the Developer towards arrangement of such services.
- 1.16 **"DEVELOPMENT RIGHTS"** shall refer to the rights, powers, entitlements, authorities, sanctions and permissions at the costs, expenses and effort of the Developer and on and subject to the terms and conditions contained in this agreement to:
- i. To develop the *Project Land* and to construct new multistoried residential buildings thereon by the Developer solely at its own costs, expenses and effort in accordance with the plan sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modifications thereof made or caused to be made by the Developer hereto as per statutory requirement or suggested by the Architect for betterment of the development and also approved in writing by the Owner. It is agreed and recorded that the existing Heritage Building is not within the scope of this Development Agreement, however, some of the infrastructure/facilities of the Residential Zone will be shared by the occupants of the said Heritage Building and cost of maintenance and management of the said shared common infrastructure/facility will be shared by the occupants of both the Residential Building and the said Heritage building in proportion to their respective total Built-up area under their occupation;

ADDITIONAL REGISTRAR  
OF COMPANIES IN KOLKATA  
18 OCT 2023



- ii. To prepare and submit to concerned Authorities all applications, plans and other permissions as may be required for the purpose of obtaining necessary sanctions from the appropriate authorities by the Developer on behalf of the Owner after making necessary alterations and/or modifications thereof, if required having been mutually agreed in writing upon consultation with the Owner;
- iii. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
- iv. To start booking of constructed space, accept advance and execute Sale Agreements at the rates and in the manner as mentioned hereinafter;
- v. To carry out all the infrastructures and related work/ constructions for the Project, water storage facilities, water mains, sewages, storm water drains, and all other common areas and facilities required to be constructed on the 'Project Land' for the said project;
- vi. To execute all necessary, legal and statutory and applications necessary for the exercise of the Development Rights, all allotments, agreements and sale deeds in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the Project and to be constructed on the Land as envisaged herein shall be executed by the Owner, through their constituted Attorney being the Developer and the Developer jointly before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration;
- vii. To manage the Land and the built up areas and facilities/ common areas comprised in the project and constructed upon the Land directly or through facility management agency against collection of maintenance charges from the Transferees of the said project till handing over the Project to the Association of the Transferees to be formed;
- viii. To apply for and obtain any approvals in its name or in the name of the Owner, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owner for the purpose of development and construction of the Project or for exploitation of the Development Rights in the Project;



ADDITIONAL REGISTRAR  
OF ASSURANCE-IV, KOLKATA  
16 OCT 2023



~

- ix. To act generally in respect of any and all other acts, deeds and things that may be required for the exercise of the Development Rights including taking construction/project loan from a financial institution/s or bank to the extent permitted herein and subject to the terms of this agreement and the Developer shall solely be liable and/or responsible for repayment of the loan together with the interest accrued thereon;
  - x. The Developer shall solely be responsible for the sale, sales promotion and advertisement of the entire project.
- 1.17 **“SALEABLE SPACE”** shall mean the aggregate of Built Up Area of all the Residential Units in the new building to be constructed and the right to park car and all other open or covered space/s intended or capable of being sold or commercially exploited and shall also include any additional area constructed over and above the sanctioned area and include any proportionate share in land and/or Common Areas and Installations attributable thereto save and except the existing Heritage Building. This shall be subject to applicable laws including the prevailing Real Estate Law.
- 1.18 Words importing singular shall include plural and vice versa.
- 1.19 Words importing masculine gender shall include feminine and neuter genders - like - wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

**ARTICLE-II**  
**INTERPRETATION**

In this agreement save and except as otherwise expressly provided

- 2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- 2.2 The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- 2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 OCT 2023



- 2.4 All references to section numbers refer to the sections of this agreement and all references to schedules refer to the Schedules hereunder written.
- 2.5 The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- 2.6 Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all rules, orders, regulations, bye-laws, terms or direction any time issued under it.
- 2.7 Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented by mutual consent in writing of the parties herein.

**ARTICLE- III**  
**REPRESENTATIONS AND ASSURANCES BY THE OWNER**

- 3.1 At or before entering into this agreement the Owner has assured and represented to the Developer as follows:
- i. That the Owner herein is the absolute Owner of the entirety of the '*Project Land*' having a marketable title in respect thereof.
  - ii. That excepting the Owner nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the '*Project Land*'.
  - iii. That the '*Project Land*' is free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever created or suffered by the Owner, save and except the mortgage created with banks for availing financial facilities by the Owner.
  - iv. That all rates, taxes and other outgoings payable in respect of the '*Project Land*' upto the date of execution hereof have been paid and/or shall be paid by the Owner and the same will be paid by the Developer till Completion of the proposed Project. The Owner agrees to keep the Developer its successor and/or successors saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings that may be suffered by the Developer owing to nonpayment as mentioned hereinabove.

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 OCT 2023





- v. That there is no suit or legal proceeding pending before any court of law or any authority nor there is any threat of any legal proceeding initiated against the Owner to the best of its knowledge in respect of the entirety of the 'Project Land' on any account whatsoever or howsoever;
  - vi. That there is no attachment under the Income Tax or any other Act or under any of the provisions' of the Public Debt Recovery Act in respect of the 'Project Land' or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner and no notice or intimation about any such proceedings has been received or come to the notice of the Owner.
- 3.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owner, but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirely at their own efforts and cost. In the event of defect/dispute in respect of the title of the 'Project Land' which is not remedied or rectified by the Owner within three months of being notified thereabout by the Developer to the Owner and which results in injunction in carrying out the development, and in the event the Developer suffers any damages from third party claims against the Developer, the Owner shall be fully responsible to compensate such damages sustained by the Developer and/or the Developer shall be entitled to renegotiate the terms with the Owner for the development of the said project at the 'Project Land'.

**ARTICLE IV**  
**DEVELOPER'S REPRESENTATION**

4. The Developer has represented and warranted to the Owner as follows:
- 4.1 That the Developer is carrying on business of development and construction of real estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.
  - 4.2 The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the said Residential Building.

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 OCT 2023



~

- 4.3 That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
- 4.4 The Developer has inspected the '*Project Land*' and found the same physically fit for development and also seen the clearances obtained by the Owner and checked and made itself aware of the applicable requirements and found the '*Project Land*' even otherwise fit for development and commercial exploitation in terms hereof, subject however to the terms of this agreement.
- 4.5 The Developer based on the representations made on the part of the Owner and title documents submitted by the Owner, satisfied with the title of the '*Project Land*'.

**ARTICLE V**  
**COMMENCEMENT OF AGREEMENT**

5. This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.

**ARTICLE - VI**  
**APPOINTMENT**

- 6.1 Based on the aforesaid express representations of the Developer and believing the same to be true the Owner has appointed the Developer to develop the '*Project Land*'.
- 6.2 The Owner does hereby appoint the Developer to exclusively carry out the Development of the proposed Project on the '*Project Land*' on the terms and conditions, as hereinafter contained.

**ARTICLE - VII**  
**POSSESSION**

7. Simultaneously with the execution of this Agreement the Owner shall handover physical possession of the '*Project Land*' for the purposes of development only, to the Developer herein on as is where is basis. The same shall not tantamount to creating any right, title and or interest in favour of the Developer in respect of the '*Project Land*' save and except as are stated in this Agreement.

**ARTICLE VIII**  
**DEVELOPMENT RIGHTS**

- 8.1 The Owner hereby grants, subject however to what has been herein provided, exclusive rights to the Developer to develop and to exploit commercially the '*Project Land*' and to construct new multistoried buildings thereon in accordance with the plan or plans to be sanctioned by the Kolkata Municipal Corporation (KMC) with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.

18 OCT 2023  
STATIONER



- 8.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the 'Project Land' or any part thereof upon the Developer or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive right to the Developer for development and commercial exploitation of the 'Project Land' in terms hereof and to deal with the Developer's Share, subject to providing the Owner's Share as per the terms of these presents.

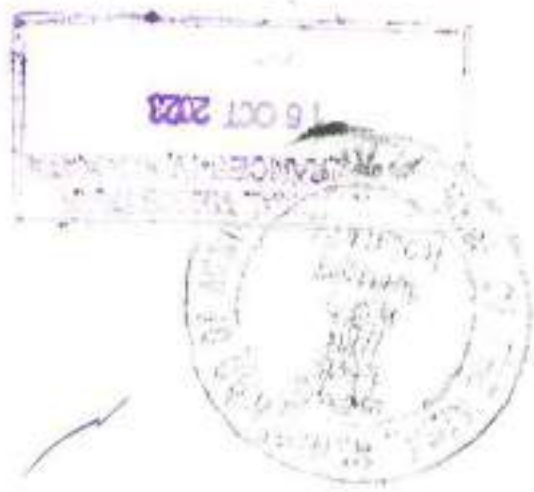
**ARTICLE - IX**  
**PLAN- PERMISSIONS**

9. The plan for the purpose of undertaking the development of new residential building on the 'Project Land' has already been sanctioned by Kolkata Municipal Corporation vide Building Permit being No. 2022070213 dated 15.03.2023. It is agreed and recorded that as there is an existing "Heritage Building" is in the "Said Property" and same will be out of the scope of this Development Agreement and the said "Heritage Building" will be retained by the Owner herein. It is further agreed and recorded that in case any sorts of development required to be done for the said Heritage Building the same will be done by the Owner.

**ARTICLE - X**  
**DEVELOPERS OBLIGATIONS**

10. The Developer at its own cost effort shall:
- i. Take all necessary steps for obtaining all permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute and to comply with the lawful requirements of all the authorities for the development of the 'Project Land'.
  - ii. Remain responsible for due compliance with all statutory requirements whether under local, State or Central laws and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and agrees to keep the Owner, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in this regard.
  - iii. Determine and ascertain the built-up area of the residential and commercial spaces in the Project with the objective of optimum utilization of available space, keeping in mind the then market scenario.
  - iv. In consultation with the Architect, shall determine the best quality and specifications of building materials that are to be used in construction of the proposed new buildings on the *Project Land* without however violating those as per the THIRD SCHEDULE specified herein.





- v. The Developer shall with prior written approval from the Owner be entitled to make any changes, variation and/or modifications in the Plans and/or specifications and/or construction of the proposed new buildings, as may be required to be done, from time to time, at the instance of the concerned municipal or sanctioning authority or other appropriate authorities or under any statute and/or under the advice of the Architect, without any objection or hindrance or claim by the Owner.
- vi. During the period of construction of the Project, the Owner may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions / observations, if made on such inspection, shall be communicated to Mr. Samar Sarkar, VP Construction at the Corporate Office of the Developer, in writing, who may discuss the same with the Architect and implement, if feasible. Such inspection, non-inspection, giving or non-giving of observation shall not create, on the Owner, any statutory, collateral or consequent obligation or liability which is otherwise the obligation or liability of the Developer nor shall be taken to be an acknowledgement, discharge or waiver by the Owner of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.
- vii. The Owner shall not be responsible for any accident and/or mishap or damage which may take place at the '*Project Land*' during the course of development, the Developer has agreed to keep the Owner, saved harmless and fully indemnified from and against all such costs, charges, claims, actions, suits and proceedings, in relation thereto.
- viii. The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the '*Project Land*' or any part or portion thereof.
- ix. The Developer shall not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said project on the '*Project Land*'.
- x. The Developer shall remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the sanctioned plan and in a good and workman like manner and by adhering to the specifications and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid, performed and observed.

16 OCT 2023  
STATE OF MISSISSIPPI  
DEPARTMENT OF REVENUE



- xi. The Developer shall comply with all applicable laws and shall complete the development and construction of the Building/s strictly in accordance with the sanctioned and/or revised sanctioned Building Plan.
- xii. The Developer alone (to the exclusion of the Owner) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of developing the 'Project Land'. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in the event of death or injury to any person/s on site, engaged during development of the 'Project Land'.
- xiii. The Developer on being satisfied with the title of the Owner has agreed to take up the Project and hereby confirms and undertakes that the Developer shall commence construction of the said Project within a period of 2 (two) months from the date of obtaining sanction plan and all other mandatory approvals, if so required to be obtained.
- xiv. The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the Project. However, if required the Owner shall, subject to there being no violation or breach of the agreed terms mentioned herein, in connection therewith and without assuming or being made liable to any financial or other obligation or liability thereby, extend all necessary co-operation required by the Developer for obtaining such finances and/or funds.
- xv. GST and all other impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the Development of the 'Project Land' or matters connected therewith, if any, relating to the construction of the Project, shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same.
- xvi. It is hereby agreed that, if the Developer wants to change the nomenclature of the Developer Company, it can be done only with the prior written consent of the Owner, the said consent not being withheld unnecessarily by the Owner. The changed entity shall step into the shoes of the Developer herein and shall be bound by all the terms and conditions of this Agreement and all obligations and liabilities of the Developer in respect of the project on the *Project Land*. It is hereby clarified that the consent of the Owner shall only be given provided the promoters of the Developer herein, namely Mr. Sushil Mohta and his family members own the majority stake in the new changed entity.

16 OCT 2023  
REGISTRAR OF ASSURANCES  
KOLKATA



- xvii. The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas as may be required for the beneficial use of the occupants of the said Project.
- xviii. The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the 'Project Land' and/or Buildings(s) and/or Units as may from time to time be required, for that the Developer can make applications in the name of Owner to concerned authorities, as their authorised representatives.
- xix. On and from the date of this Agreement, the Developer shall be in charge of the Development of the 'Project Land' in the manner herein stated and further bear and pay all costs and expenses on account of security and safety of the 'Project Land'.
- xx. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the 'Project Land'.
- xxi. The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- xxii. The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with estimated value of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Cost. The proceeds from any insurance claims, except for life and injury, shall be promptly applied for the repair, renovation, restoration, replacement or reinstatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- xxiii. For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project through the designated Real Estate account, the Owner hereby agrees that subject to the Developer not being in default or breach of any

ADDITIONAL REGISTRAR  
OF ASSURANCES-V, KOLKATA  
16 OCT 2023





Conditions of Transfer, the Developer alone shall be responsible and authorized in the name of the Owner to receive in trust for the Owner, the Owner's share of all earnest money, advances, deposits, considerations and other amounts (including Net Sale Proceeds) payable by the transferee/s for the sale or Transfer of Units and other saleable areas and give valid receipts and discharges therefor. The Owner however will be entitled to inspection of the said real estate account through its authorized representative/s.

- xxiv. The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owner, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the 'Project Land' and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units of the Project by ensuring there is no delay, default or breach of this agreement or the agreement with such buyers.

**ARTICLE -XI**  
**INTEREST FREE REFUNDABLE SECURITY DEPOSIT**

- 11.1 The Developer shall pay to the Owner an interest free refundable security deposit of Rs.10,00,000/- (Rupees Ten Lakh only), under this Agreement within a period of 3 (three months) from the date of signing of this Agreement. The said Deposit will be refunded by the Owner on completion of the project.

**ARTICLE - XII**  
**TIME OF COMPLETION**

12. It is agreed between the parties herein that the Developer shall complete the development of the Project in all respects and in all phases, within 36 (thirty six) months, with an additional 6 (six) months grace period (if the Project is not completed within the originally specified time), from the date of the sanction plan of the 'Project Land', and all other approvals as may be mandatorily required after the grant of sanction plan and before commencement of construction, subject to force majeure stipulations hereunder. In the event the Developer fails to complete the Project within the time stipulated above then the Owner shall be entitled to receive liquidated damages and the Developer shall also pay to the Lessee interest @ 6% per annum on Owner's Share of all such amount which is remaining to be paid by the Purchasers' of sold Units due to delay in handover of their units as per the provided completion date till the entire amount against such transferred units have become due and payable by the Purchasers' and such sold Units have been offered for Possession.

16 OCT 2023  
MILWAUKEE COUNTY  
MILWAUKEE, WISCONSIN



**ARTICLE - XIII**  
**SHARING RATIO**

13.1 In consideration of the Owner granting development rights to the Developer and the Developer agreeing to construct and complete the Project/new residential building at its cost and expenses, the Owner and the Developer shall instead of the sharing the constructed spaces in the Project, share the Net Sale proceeds and the parties herein shall jointly Transfer the flats / units and other rights and benefits in the Project (with the Owner transferring the undivided share in land upon completion of construction) and share the Net Sale Proceeds received from the prospective Transferees for the residential building in the ratio as mentioned below:

**Owner** : 40% (forty percent) of the Net Sale proceeds;

**Developer** : 60% (sixty percent) of the Net Sale proceeds.

The abovementioned Revenue Sharing Ratio may be varied due to change in market scenario as mutually agreed amongst the parties.

**ARTICLE - XIV**  
**MARKETING OF PROJECT**

14.1 The Developer shall have the exclusive right and crucial obligation to adequately publicize/ advertise / promote the entire Project to drive and achieve high sales of Units and/or other constructed areas or spaces, parking spaces, commercial spaces (if any) and other facilities comprised in the Project.

14.2 Both the parties hereby agree to undertake and acknowledge that subsequent to registration of the proposed residential project with the relevant authorities, the Developer shall be entitled to receive booking, enter into agreement for sale, allotment for sale, of any Unit, flat, apartment or any other space/ area in the Residential Building Project to be developed or constructed over the 'Project Land' as per the terms of this instant Agreement. The Developer shall be entitled to receive consideration / allotment money/ advance consideration, etc. in its own name in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of sales of all Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account as per the prevailing Real Estate Law. The Developer shall however keep the Owner apprised of all the receipts and provide it with the financial statements once a month on every 15<sup>th</sup> day of each succeeding month for the month immediately preceding.

18 OCT 2023  
MINISTRY OF HEALTH  
KINGDOM OF SAUDI ARABIA



*[Handwritten signature]*

- 14.3 The parties herein hereby agree, undertake and acknowledge that subsequent to the Registration of the proposed project with the concerned authorities the Developer shall exclusively be entitled to take applications/requests for booking, issue letter of Allotment to the prospective Purchasers/Allotees and all agreements for sale, sale deed, nomination/transfer etc., of any Saleable Space, Unit, Flat, Apartment or any other space/ area in the said Project to be developed or constructed over the 'Project Land' shall be signed and executed by both parties herein and the Owner shall be represented through its constituted Attorney.
- 14.4 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 14.5 The Parties hereby agree that all Net Sale Proceeds, booking amounts, advances and sale proceeds received by the Developer for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio as mentioned in the Cl. 13.1 above.

#### **ARTICLE - XV**

#### **INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS**

- 15.1 All costs and expenses for the Development of the Project shall be borne by the Developer.
- 15.2 The total revenues in terms of gross sale proceeds of the Project constructed areas (excluding the amounts as mentioned in clause 1.5(a) to 1.5(c) hereto) shall be shared by the Owner and the Developer in the ratio as mentioned in clause 13.1 above.
- 15.3 It has been decided, that the day to day administration of the marketing and compliance of the terms and conditions of sale of the total saleable spaces/units in the Project, to the transferees shall be made by the Developer. The Developer shall be entitled to receive consideration/allotment money/ advance consideration, etc. in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in the Specified Account.
- 15.4 With effect from the month when booking of flats is started, by the 15<sup>th</sup> day of each succeeding month, the Developer will pay to the Owner, the Owner' Share of Net Sale Proceeds calculated upto the last date of such payment as received and will also provide to the Owner a

16 OCT 2023  
ADMINISTRATIVE REGISTER  
FOR THE MANAGEMENT OF WASTE



detailed statement in respect thereof to be prepared by the Developer containing details of (a) all transactions entered into the Project, (b) cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, (c) all other relevant particulars and details and (d) the corresponding Gross Sale Proceeds and Net Sale Proceeds all upto the date of payment to the Owner. Along with the statement as above, the bank statement of the Specified Account during the immediately preceding English calendar month shall also be provided by the Developer to the Owner. In addition to the above, the Developer shall be bound to cause and ensure the entire payment of the Owner' Revenue Share on or before the execution of the deeds of conveyance/transfer of unit/saleable area in favour of the transferee. The Owner shall, in any event, be granted unconditional and irrevocable rights to view the bank account transactions in respect of the Specified Account.

- 15.5 The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees and deposited in the Specified Account mentioned above. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of Taxes in respect of the sale of the Units to the Transferees shall be made out of the Taxes received from the Transferees forming part of Gross Sale Proceeds. Under no circumstances shall the Owner be made or held liable for payment of any Taxes in respect of Gross Sale Proceeds or Net Sale Proceeds or any part thereof nor in respect of grant of any rights and authorities to the Developer hereunder or in terms hereof.
- 15.6 It is further recorded that in view of the present laws, the intending purchasers may deduct Tax Deductible at Source in accordance with the provisions of the Income Tax laws of India and similarly the Developer shall deduct TDS from the Owner' revenue.
- 15.7 After completion of Development of the Project, the parties shall carry out reconciliation of accounts of the Project and pay or receive suitable adjustment amounts with applicable interest and other dues, to or from each other.

**ARTICLE - XVI**  
**OWNER' OBLIGATIONS**

- 16.1 The Owner shall at its own cost and effort:
- i. shall handover physical possession of the Project Land to the Developer.



15 OCT 2023  
ADDITIONAL REGISTRAR  
CHANDERNAGOR, KOLKATA



- ii. provide copies of all the title related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof.
- iii. co-operate with the Developer in all respect for development of the '*Project Land*' in terms of this agreement.
- iv. for the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the said plan.
- v. execute one or more registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the said Project, sale of flat/Units or constructed spaces of the Residential Building only in terms of this agreement, collect sale consideration amount in its own name in terms hereof and execution by adhering to the Conditions of Transfer, registration of Sale Agreement and Deed of Conveyance of Flats/Units of the Residential Building in favour of Transferee(s)/ Purchaser(s) on behalf of the Owner and further the said Power of Conveyance granted by the Owner to the Developer shall be exercised only after obtaining completion certificate of the Unit and after entire Net Sales Proceeds of the concerned Unit being the subject matter of such conveyance has been received by the Developer and Owner' Share is duly distributed to and received by the Owner.

16.2 The Owner has further agreed by way of negative covenants that during the subsistence of this agreement subject to the Developer not being in delay or default in compliance of its obligations hereunder:

- i. Not to cause any interference or hindrance in the development of the '*Project Land*' by the Developer.
- ii. Not to do any act, deed or thing whereby the Developer is prevented from promoting and advertising the said project.
- iii. Not to let out, grant lease, mortgage or charge or in any like way transfer or encumber the '*Project Land*' save and except as regards the allocation and/or revenue share of the Owner and save to any buyer/transferee of the saleable spaces in the Project.

16 OCT 2023  
ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA



- iv. That they shall be liable and responsible for any lawful claim and/or demand of whatsoever nature of any government / statutory, arising out of the Ownership/title to the 'Project Land' but not arising due to any transaction carried out pursuant to the terms and conditions of this agreement.

**ARTICLE -XVII**  
**DEFAULT AND REMEDIES**

17. It is agreed between the parties herein that if owing to non-compliance of any terms and conditions contained herein by the Owner and which the Owner fails to remedy within a reasonable time despite receiving notice from the Developer specifying the non-compliance, the Developer could not obtain the desired sanction plan and/or necessary approvals, clearances, permissions, in such event the Developer shall be entitled to cancel this agreement, and the Owner shall be liable to refund to the Developer the total security deposit amount paid by the Developer under this agreement or any other agreement, together with interest @ 12% per annum within a period of 3 (Three) months therefrom and further all expenditures incurred by Developer on account of 'Project Land' under this agreement and the benefit of all acts and resultant consequences shall vest in the Owner, and the Developer shall have no right or claim over the same.

**ARTICLE - XVIII**  
**PROJECT DECISIONS**

18. The Developer shall, in consultation with the Owner in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of the following matters and the same will be binding on both the parties:
- a. Nature of development: Residential and/or commercial/mix use.
  - b. Materials to be used for the Project without affecting those specified in the Specifications and without prejudice to such materials being of good quality.
  - c. The name of the Project will be decided mutually.

**ARTICLE -XIX**  
**PROCEDURE**

- 19.1 Simultaneously upon execution and registration of this agreement, the Owner shall execute a Registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining sanction plan and all necessary Approvals from different authorities in connection with the construction of the building/s and also for pursuing and following up with the Municipal and other authorities.

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 OCT 2023



19.2 Apart from the execution of the Registered Power of Attorney, the Owner shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the 'Project Land' in terms of this Agreement.

19.3 It is agreed between the Owner and Developer that during the construction period, the Developer shall only be liable for making the payment of all the Municipal rates, taxes and all other outgoings in respect of the 'Project Land' till completion of the Project.

**ARTICLE - XX**  
**PROJECT**

20.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Building/s to be constructed for the development of the 'Project Land', in accordance with the sanctioned and/or revised sanctioned plans and as per the specifications mentioned in the THIRD SCHEDULE. The owner shall be responsible for Development / revamping of the existing building at its own cost and effort.

20.2 The Developer shall be authorized in the name of the Owner in so far as necessary, to apply for and obtain quota entitlement and other allocation of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its representative/s a Power of Attorney as shall be required by the Developer.

20.3 The Developer shall at its own cost, charges, expenses, outgoings and fees timely comply with all requirements and obligations under the Real Estate Laws as also other applicable laws including obtaining the registration and/or approval of the Project. At the request of the Developer, the Owner shall, within a reasonable time, sign the necessary papers as may be required. The Developer shall keep all insurances required under the Real Estate Law, as also all licenses, permissions and/or approvals valid and subsisting at all times at its own costs and expenses. In the event of any interest, penalty, compensation liability and/or other amounts becoming payable under and/or pursuant to WBRERA and/or any other applicable law (including those applicable to Transferees and Third Party) and/or any punishment being ordered for any offence on any account whatsoever other than due to the default of the Owner under this Agreement, then the same shall be the sole liability, obligation and responsibility of the

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 OCT 2023





Developer who shall bear, pay and suffer the same. The Developer hereby indemnifies and agrees to keep the Owner fully indemnified and harmless against all actions, claims, demands, losses, damages, liabilities, expenses etc. whatsoever regarding all matters, filings, submissions, compliances, obligations, responsibilities, actions, proceedings, liabilities, punishments, offences etc. under WBRERA including but not limited to those mentioned above.

**ARTICLE -XXI**  
**FORCE MAJEURE**

- 21.1 Notwithstanding anything contained under this Agreement, neither the Developer nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any Force Majeure which shall include lockdowns /curfew exceeding 7 continuous days on account of Covid-19 Pandemic or similar calamities or any restrictive order by Central or State Government or any other Statutory Body in future as also those which are defined in the WBRERA or any other applicable Real Estate Law at the relevant time or in any situation beyond the control of either party.
- 21.2 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.

**ARTICLE - XXII**  
**OWNER' INDEMNITY**

- 22.1 The Owner hereby undertakes that the Developer shall be entitled to the development of the '*Project Land*' and shall enjoy its allocated space without any interference and/or disturbance PROVIDED the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 22.2 The Owner shall subject to due compliance of its obligations by the Developer, not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said project.
- 22.3 The Owner agrees to indemnify, keep indemnified, defend and hold harmless the Developer against any and all losses, expenses, claims, costs and damages suffered by the Developer owing to the default of the Owner in respect of its Ownership of the '*Project Land*'.

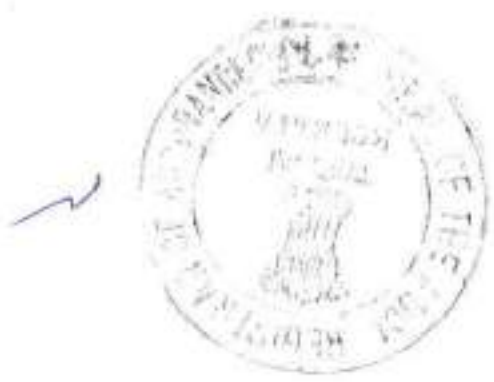
18 OCT 2023  
REGISTRAR OF ASSAM  
KOLKATA



**ARTICLE – XXIII**  
**DEVELOPER'S INDEMNITY**

- 23.1 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development / construction of the 'Project Land'.
- 23.2 The Developer hereby undertakes to keep the Owner indemnified against all losses, damages, costs, claims, demands, actions, suits and proceedings that may arise out of the Developer's action or inaction with regard to the development of the 'Said Project' and/or in the matter of construction of the said Building and/or for any defect therein.
- 23.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or therefrom.
- 23.4 The Developer hereby agrees and covenants with the Owner not to transfer and/or assign this Agreement in favour of any third party, without the prior written consent of the Owner. Further any transfer of shares of the Developer that may result in the management and control of the Developer being transferred to anyone else shall be deemed to be an assignment without consent and is prohibited. Similarly, any transfer of shares of the Owner that may result in the management and control of the Owner being transferred to anyone else, shall be deemed to be an assignment without consent and is prohibited without consent.
- 23.5 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owner and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, breach or alleged breach arising out of, or which arises in connection with any non-compliances by the Developer, of the Applicable Laws for development and construction of the Project.
- 23.6 The Developer shall indemnify and shall always keep the Owner, its employees, assigns and agents indemnified and harmless against:
- i. All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the project including the Common Areas appertaining thereto in all respect upto handing over possession of Unit to the intending purchaser and the Owner shall be at the cost of Developer defend any action in respect of such injury

16 OCT 2023



- brought under the Employees Compensation Act or other provisions of law.
- ii. Any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials.
  - iii. All acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the concerned authority and Development authority and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.
  - iv. All borrowings made for the Project and mortgages and charges created over the '*Project Land*'.

**ARTICLE - XXIV**  
**MISCELLANEOUS**

- 24.1 The Parties agree that in the event of any breach of the provisions of this Agreement which such party fails to remedy within a reasonable period of being notified by the other and the Parties suffer irreparable harm and injury, and damages would not be an adequate remedy, then each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief/s at a court or arbitral forum, of competent jurisdiction, as the parties may deem necessary or appropriate, to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation, a right for damages.
- 24.2 The Owner shall not be considered to be in breach of any obligation hereunder, to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition, with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.
- 24.3 If at any time additional / further construction becomes permissible on the '*Project Land*' due to change in any law or Building Rules or otherwise, then such additional / further constructions shall be made by the Developer at its own costs, however the Owner shall be bound by its obligation, if any, as mentioned in clause 16.1(viii) herein above. The Developer shall sell such additional / further constructions, and the sale proceeds thereof shall be shared by the Owner and the Developer in the agreed ratio as mentioned in clause 13.

18 OCT 2023



Handwritten mark or signature

#### 24.4 Drafting of Deeds & Documents.

- a) That all agreements for sale, transfer and or other documents which are required to be executed and registered for transfer by way of sale or otherwise (as may be advised), of the constructed areas together with undivided proportionate impartible share of the *Project Land*, shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and conditions for the use and occupation of the Units and other constructed areas of the said Project, and the Owner through its constituted attorney and the Developer, shall from time to time execute and register all such Agreements for Sale and other Deeds and documents in favour of intending Transferees and shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.
  - b) That the template of all agreements for sale, deeds of sale/ transfer and other documents which are required to be executed and registered as envisaged herein, shall be drafted by the solicitor and/or Advocate of the Developer in consonance with the WBRERA.
  - c) That both the parties herein shall not change, alter and/or deviate from the said uniform drafts of the agreement for sale, deeds and/or other documents.
- 24.5 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post to their respective address as mentioned in this Agreement.
- 24.6 Nothing in these presents including physical possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same, in terms hereof.
- 24.7 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owner and Developer.
- 24.8 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owner.



16 OCT 2023



- 24.9 After the completion of the project, the buyers of all apartments, units shall form an Association, and the Developer shall cause each of the Apartment / Unit Owner to whom they would transfer their respective right, title and interest to compulsorily become a member of such Association. After formation of the Association, the Board of Management thereof shall be entitled to delegate the day to day functions of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purposes.
- 24.10 All the apartment / space owners including the Owner herein (if they retain any flat) shall abide by such rules, regulations and bye laws, as may be made applicable by the Developer for maintenance of the said complex, before the formation of the Apartment Owners Association, and after the formation of Owners Association, to comply with and/or adhere to all such rules, regulations and bye laws of such Association.
- 24.11 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, shall be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. If any such provision is so held to be invalid, illegal or unenforceable, the Parties undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable and to the extent feasible and to accurately represent the intention of the Parties herein. This agreement is final and binding upon the parties herein and all verbal communications / Agreements / Deeds, if any, executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.
- 24.12 The signatory executing this Agreement on behalf of the Owner and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 24.13 The Owner and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep the other indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be, in consequence upon default by the Owner and Developer on their behalf. It is pertinent to mention herein, that in case the Security

18 OCT 2023  
ST. AUGUSTINE, FLORIDA  
ST. AUGUSTINE, FLORIDA



Deposit paid by the Developer to the Owner is not adjusted against the money received from the prospective buyers, then in that case the Owner shall be bound to refund the same upon completion of the Project.

- 24.14 No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.
- 24.15 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

**ARTICLE - XXV**  
**GOVERNING LAW, JURISDICTION AND**  
**ALTERNATE DISPUTE RESOLUTION**

- 25.1 In the event any Dispute arises, the Parties shall endeavour at the first instance to resolve such Dispute through amicable discussions. If the Dispute is not resolved through such amicable discussions within forty five (45) days after commencement of discussions or such longer period as the Parties agree to in writing ("**Amicable Resolution Period**"), then either Party may refer the Dispute for resolution to a Sole Arbitrator to be nominated/appointed by the Parties mutually failing which the Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 with all its amendments, and modifications for the time being in force.
- 25.2 The arbitration shall be conducted at Kolkata, West Bengal and shall be conducted in the English language and the Sole Arbitrator shall have summary powers. The Sole Arbitrator shall be bound and obliged to pass a detailed reasoned award, and further the Sole Arbitrator may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsels). The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of the arbitration shall be borne by the Parties in such a manner as may be directed by the Sole Arbitrator.

18 OCT 2023  
UNIVERSITY OF ASIA



- 25.3 In the event of any dispute or difference arising between the parties, the courts/tribunals in Kolkata alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of all other courts/tribunals.
- 25.4 This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India. Further the relevant provisions of the Goods and Service Tax Act, 2016 and relevant Real Estate Law or any other statutory acts will be applicable amongst the parties in terms of the respective provisions thereon.

**ARTICLE - XXVI**  
**CONSTRUCTION FINANCE**

- 26.1 The Developer after sanction of the Plans, and obtaining of all approvals required for commencement of construction, shall be entitled to deposit original title deeds and documents of the '*Said Property*' with the Financier for the purpose of the said Construction Finance in the manner that the Financier shall not have any right or lien in respect of Owner's share. For the aforesaid purpose the Owner will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owner shall not have any liability whatsoever to repay the loan obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability.
- 26.2 It is also agreed that the intending purchasers shall also be entitled to mortgage and / or create charge over or in respect of their respective units while obtaining loans for purchasing the same in the said project without any financial or other obligation or liability upon the Owner and the Developer shall obtain necessary NOC from their financier for the said purpose.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**Part-I**  
**['SAID PROPERTY']**

**ALL THAT** the piece and parcel of land measuring 1 Bigha 14 Cottahs 7 Chittaks and 38 sq. ft. more or less, together with a 'Hetirage-2B' building standing there at being Municipal Premises No. 2/1 Ho-Chi-Minh Sarani, P.S. Shakespeare Sarani, Kolkata - 700 071, within the jurisdiction of Ward No. 063 of the Kolkata Municipal Corporation under Assessee No. 11063200030 and the same is butted and bounded as follows:

16 OCT 2023



2



- On the North : By Ho-Chi-Minh Sarani;  
On the South : Partly by Premises No. 2, Ho-Chi-Minh Sarani and partly by Premises No. 8, Little Russel Street;  
On the East : By Premises No. 2, Ho-Chi-Minh Sarani;  
On the West : By carriage driveway of Premises No. 2, Ho-Chi-Minh Sarani.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**Part-II**  
**(Project Land)**

**ALL THAT** the piece and parcel of land measuring 1 Bigha 4 Cottahs 6 Chittaks equivalent to 1629.526 Sq. Mt. more or less being portion of the Said Property being Municipal Premises No. 2/1 Ho-Chi-Minh Sarani, P.S. Shakespeare Sarani, Kolkata - 700 071, within the jurisdiction of Ward No. 063 of the Kolkata Municipal Corporation.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**DETAILS OF OWNERSHIP AND DEVOLUTION OF TITLE**

**WHEREAS:**

- A. One Rabindra Chandra Ghose was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner to ALL THAT brick built buildings messuages tenements hereditaments and premises being a Heritage Building together with piece or parcel of revenue free land or ground thereunto belonging whereon or parts whereof the same are erected and built containing an area of 1 Bigha 17 Cottahs 5 Chittacks 32 Square Feet more or less situate lying at and being Premises No. 2/1, Harrington Street (now known as Premises No. 2/1, Ho-Chi-Minh Sarani), Police Station Shakespeare Sarani, Kolkata and hereinafter referred to as the "Said Entire Property", absolutely and forever.
- B. The said Rabindra Chandra Ghose, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on or about 10<sup>th</sup> November, 1975 leaving him surviving his sole widow, Smt. Durgabati Ghose as his only heiress and legal representative, who upon his death inherited and became solely entitled to the "Said Entire Property", absolutely and forever.
- C. The said Durgabati Ghose, a Hindu governed by the Dayabhaga School of Hindu Law, died on or about 11<sup>th</sup> January, 1992 after making and publishing her last Will and Testament dated 11<sup>th</sup> March, 1990 whereby and whereunder she appointed Tarun Kumar Ghose, Mukul Ghose, Subrata Kumar Ghose and Tapan Kumar Ghose, as Executors of her said

18 OCT 2023  
REGISTRATION DEPARTMENT  
KOLKATA



Last Will and gave devised and bequeathed all her properties, both moveable and immoveable (including the "Said Entire Property"), unto and in favour of the said Tarun Kumar Ghose and Mukul Ghose both sons of Hirendra Chunder Ghose, brother of late Rabindra Chandra Ghose, Subrata Kumar Ghose son of son of Satyendra Chunder Ghose being another brother of late Rabindra Chandra Ghose and Tapan Kumar Ghose son of Dwijendra Chunder Ghose another brother of late Rabindra Chandra Ghose absolutely and forever and in equal 1/4" (one-fourth) undivided shares.

- D. The said Tarun Kumar Ghose, Mukul Ghose, Subrata Kumar Ghose and Tapan Kumar Ghose, as the Executors to the said Last Will and Testament of Durgabati Ghose, applied for grant of Probate of the said Last Will and Testament of Durgabati Ghose in the Hon'ble High Court at Calcutta in PLA Case No. 219 of 1993 and on or about 10<sup>th</sup> August 1994, the Hon'ble High Court at Calcutta granted Probate thereof to the said Executors.
- E. The said Tarun Kumar Ghose, Mukul Ghose, Subrata Kumar Ghose and Tapan Kumar Ghose being the then Executors to the Estate of Durgabati Ghose for development of the 'Said Entire Property' entered into a Memorandum of Understanding (MOU) on 21<sup>st</sup> August 2001 as Owners with M/s Saket Estates and Holdings Private Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at 79, Shambhunath Pandit Street, Kolkata - 700 020 on terms conditions and consideration morefully stated in the said MOU.
- F. The said Mukul Ghose, a Hindu governed by the Dayabhaga School of Hindu Law, died on or about 17<sup>th</sup> February, 2003, leaving him surviving his wife Debjani Ghose and two sons Aurnab Ghose and Sudepta Ghose as his only heirs and heiress and legal representatives, who all upon his death inherited and became entitled to his 1/4<sup>th</sup> (one-fourth) undivided share in the said Premises, absolutely and forever and in equal shares.
- G. Subsequent to the demise of the said Mukul Ghose, the said Tarun Kumar Ghose, Subrata Kumar Ghose and Tapan Kumar Ghose were the only surviving Executors to the Estate of the Durgabati Ghose and the said Tarun Kumar Ghose, Subrata Kumar Ghose, Tapan Kumar Ghose, Debjani Ghose, Aurnab Ghose and Sudepta Ghose became the only legatees/ beneficiaries to the said Estate of the Durgabati Ghose.
- H. By and in terms of the order date 23.12.2005 passed by the Hon'ble High Court at Calcutta in C.P. No. 406 of 2005 connected with Company Application No. 488 of 2005 in the Hon'ble High Court at Calcutta, Original Jurisdiction (In the Matter of Sections 391 to 394 of the Companies Act, 1956; and In the Matter of Merlin Projects Ltd. and In the Matter of 19 (nineteen) Companies, the whole of the undertaking and all the properties, moveable and immovable and other assets of

16 OCT 2023  
REGISTRAR OF ASSOCIATIONS  
KOLKATA



whatsoever nature including all rights and powers of the said M/s Saket Estates and Holdings Pvt. Ltd. stood vested and transferred in Merlin Projects Ltd. on and with effect from 01.04.2004, without any further deed or writing. Consequent to the merger/amalgamation of M/s Saket Estates and Holdings Pvt. Ltd. with M/s Merlin Projects Ltd., the Confirming Party now stepped into the shoes of the said Saket Estates and Holdings Pvt. Ltd. and is now entitled and obliged for all rights and obligations of the said Saket Estates and Holdings Pvt. Ltd. contained in the said MOU.

- I. The said Tarun Kumar Ghose, Subrata Kumar Ghose and Tapan Kumar Ghose being the then Executors to the Estate of Durgabati Ghose entered into a Sale Agreement with Merlin Projects Ltd. in respect of the 'Said Entire Property' on "as is where is and whatever there is basis" at or for a total consideration of Rs.1,81,00,000/- (Rupees one crore eighty one lakhs only).
- J. Thereafter the Tarun Kumar Ghose, Subrata Kumar Ghose and Tapan Kumar Ghose being the then Executors to the Estate of Durgabati Ghose as Vendor, the said Tarun Kumar Ghose, Subrata Kumar Ghose, Tapan Kumar Ghose, Debjani Ghose, Aurnab Ghose and Sudeepta Ghose as Consenting Party, the said Merlin Projects Ltd. as Confirming Party by virtue of a Deed of Conveyance dated 15.03.2007 duly registered at the office of the ARA-II, Kolkata, recorded in Book No.I, CD Volume No. 18, Pages from 2744 to 2767, Being No. 03940 for the year 2014, have sold transferred and conveyed the 'Said Entire Property' unto and in favour of Debonair Vanjiya Pvt. Ltd. being the Owner herein.
- K. Subsequent to purchase of the 'Said Entire Property' the Owner herein got its name mutated in the records of Kolkata Municipal Corporation under Assessee No. 11063200030 and in possession of the same.
- L. The Owner herein by virtue of a Deed of Gift duly registered at the office of the ARA-IV, Kolkata, recoded in Book No.: I, Volume No.: 1904-2023, Pages : 79179 to 79189, being Deed No. 190401377 for the year 2023, has gifted a strip of land measuring 191.77 sq. meter equivalent to 2 cottah 13 chittak and 39 sq. ft. out of the 'Said Entire Property' to Kolkata Municipal Corporation.
- M. The Owner herein after gift of the above strip of land out of the 'Said Entire Property' is the Owner of balance area of land of the 'Said Entire Property' measuring 1 Bigha 14 Cottahs 7 Chittaks and 38 sq. ft. more or less, being Municipal Premises No. 2/1, Ho-Chi-Minh Sarani, Kolkata - 700 071, more fully and particularly mentioned and described in the Part-I of FIRST SCHEDULE above written and hereinafter referred to as the "Said Property",

16 OCT 2023  
REGISTRATION  
MUNICIPALITY OF KOLKATA



9

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**['SPECIFICATIONS']**

**Grand Entrance Lobby:**

- Modern entrance lobby with premium wall finishes, combination of marble, granite, polished veneer & paint.

**Elevation:**

- Plastered and paint finish building as designed by Architect.

**Foundation & Structure:**

- Reinforced cement with concrete on piles and sheer walls wherever necessary.

**Wall finish:**

- Gypsum plaster /POP finish.

**Doors:**

- Polished wooden main door.

**Windows:**

- Anodized aluminium windows with glass panes.

**Elevators:**

High speed automatic lifts of Otis/Kone/ Schindler/Mitsubishi or equivalent, with well-decorated lift cars.

**Common lighting:**

- Overhead illumination for compound & street lighting inside the property.
- Use of LED lighting in major areas to minimize common area power consumption.

**Electrical details:**

- PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power points for electricity, telephone, internet etc. and other necessary gadgets inside the Flat and aluminum cable outside.
- Fire resistant wires with premium modular switches of reputed brand.
- Quality earthing for all electro-mechanical gadgets.
- 24x7 Security & Fire Prevention.
- 100% Power back-up of common areas.
- Security surveillance facility with CCTV.
- Firefighting arrangements as per recommendation of West Bengal Fire and Emergency Service (as per Provisional NOC).
- Intercom.
- Internet wiring for enabling connection from service provider.



ADDITIONAL REGISTRAR  
OF LAND REVENUE, WEST BENGAL  
16 OCT 2023



✓

- Quality earthing for all electro-mechanical gadgets.
- 24x7 Security & Fire Prevention.
- 100% Power back-up of common areas.
- Security surveillance facility with CCTV.
- Firefighting arrangements as per recommendation of West Bengal Fire and Emergency Service (as per Provisional NOC).
- Intercom.
- Internet wiring for enabling connection from service provider.

**Treatment:**

- Anti-termite treatment during various stages of construction

**Water Treatment:**

- treated water supply with water treatment plant

**Water Proofing:**

- waterproofing wherever necessary

**Toilet:**

- Only plumbing line.

**COMMON AREAS & AMENITIES**

1. Community Hall.
2. Swimming Pool.
3. Gym.

**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 in the  
presence of:

1. *Raj Kumar*

2. *Ganban Roy*

For Debonair Vanijya Pvt. Ltd.

*[Signature]*

Director

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

1. *Raj Kumar*

2. *Ganban Roy*

For MerlinProjects Ltd.

*[Signature]*  
Authorised Signatory

Prepared by me

*[Signature]*  
**BABI DAS**

Advocate

Alipore Police Court

Kolkata - 700 027

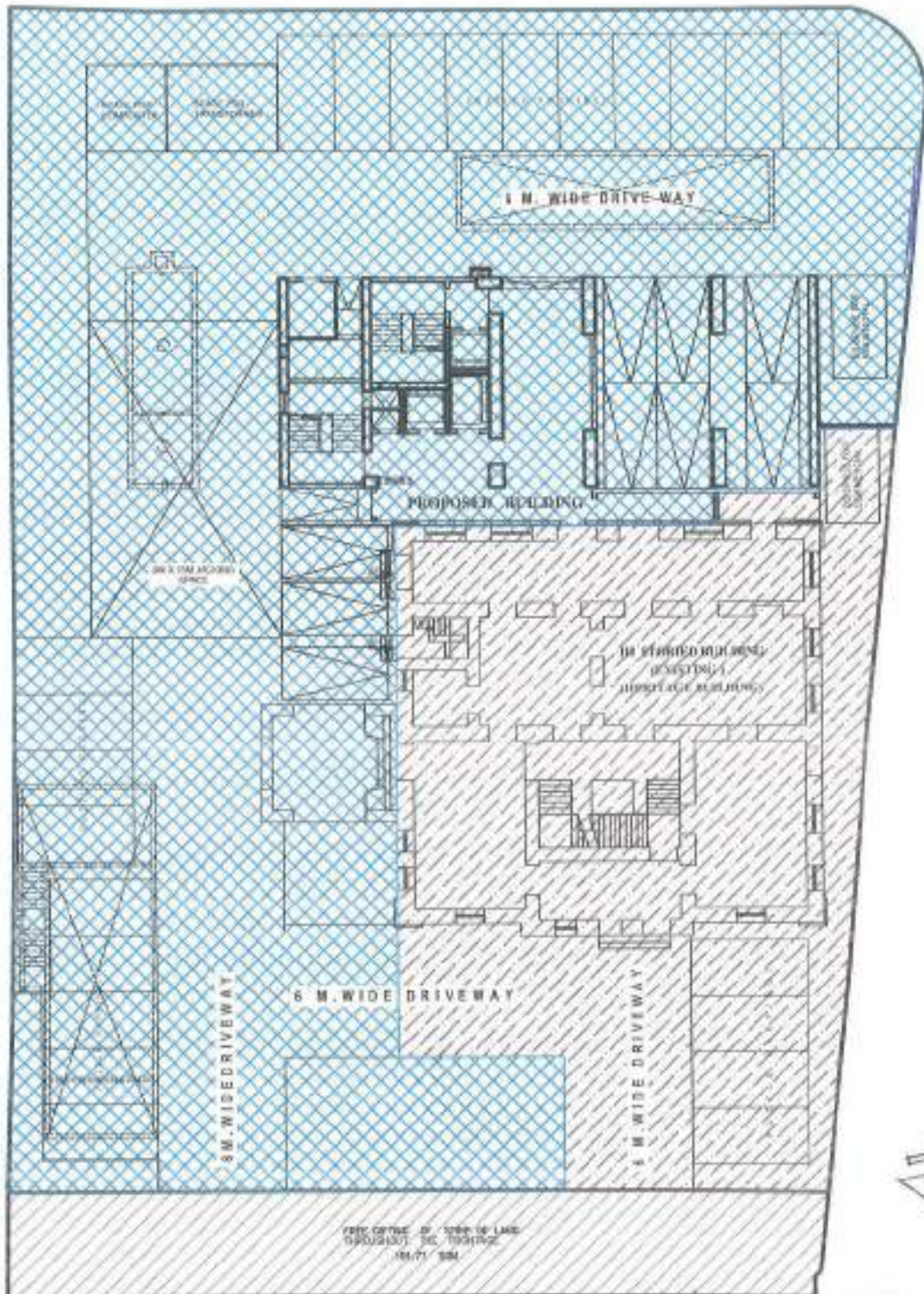
Regd. No.-WB-613/2004

16 OCT 2023  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA





SITE PLAN OF 2/1, HO-CHI-MINH SARANI, KOLKATA - 700071



FREE OF THE 1/2" TO BE OF LAND THROUGHOUT THE TOWNSHIP 1/11/71/304

For Debonair Vanija Pvt. Ltd.

For Merlin Projects Ltd.

TO CAMAC STREET

12.192 M WIDE HO CHI MINH SARANI

TO BARALAL NERU ROAD














LAND FOR RESIDENTIAL - 1629.526 Sq.M.




LAND FOR COMMERCIAL - 655.848 Sq.M.

ADDITIONAL REGISTRAR  
OF ASSURANCES-IY, KOLKATA  
16 OCT 2023




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

Name : DILIP KUMAR CHOUDHARY

Signature: 

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

Name: JAGRITH CHOUDHARY

Signature: 

		thumb	1st finger	mid finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name:

Signature: .....





ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
16 OCT 2023



### Major Information of the Deed

Deed No :	I-1904-15386/2023	Date of Registration	16/10/2023
Query No / Year	1904-2002604479/2023	Office where deed is registered	
Query Date	11/10/2023 12:19:48 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831898863, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 15,96,64,416/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 25/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip,(Urban area)		

### Land Details :

District: Kolkata, P.S:- Shakespeare Sarani, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: He - Chi - Minh Sarani(Harrington Street), Road Zone : (On Road – On Road) , Premises No: 2/1, , Ward No: 063 Pin Code : 700071

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	1 Bigha 4 Katha 6 Chatak	1/-	15,96,64,416/-	Property is on Road
Grand Total :				40.2188Dec	1 /-	1596,64,416 /-	

### Land Lord Details :






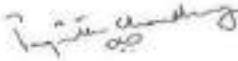
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Debonair Vanijya Private Limited</b> 22, Prince Anwar Shah Road, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: aaxxxxx2d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Merlin Projects Limited</b> 22, Prince Anwar Shah Road, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: aaxxxxx5b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Dilip Kumar Choudhary (Presentant)</b> Son of Late C.L Choudhury Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office	 Oct 16 2023 3:51PM	 Captured L1 16/10/2023	 16/10/2023
22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: : axxxxxx1f, Aadhaar No: 35xxxxxxxx6428 Status : Representative, Representative of : Debonair Vanijya Private Limited (as Director)				
2	<b>Name</b> <b>Mr Jagrith Choudhary</b> Son of Late Om Prakash Choudhury Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office	 Oct 16 2023 3:53PM	 Captured L1 16/10/2023	 16/10/2023
22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: : afxxxxx5j, Aadhaar No: 83xxxxxxxx9194 Status : Representative, Representative of : Merlin Projects Limited (as Authorised Signatory)				

Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Dipak Ram</b> Son of M.K Ram Alipore Police Court, City:- , P.O:- Alipora, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 16/10/2023	 Captured 16/10/2023	 16/10/2023
Identifier Of Mr Dilip Kumar Choudhary, Mr Jagrith Choudhary			

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Debonair Vanijya Private Limited	Merlin Projects Limited-40.2188 Dec



**Endorsement For Deed Number : I - 190415386 / 2023**

**On 16-10-2023**

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:33 hrs on 16-10-2023, at the Office of the A.R.A. - IV KOLKATA by Mr Dilip Kumar Chaudhary .

**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 15,96,64,416/-

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

Execution is admitted on 16-10-2023 by Mr Dilip Kumar Choudhary, Director, Debonair Vanijya Privato Limited, 22, Prince Anwar Shah Road, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN- 700033

Identified by Mr.Dipak Ram, . Son of M K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 16-10-2023 by Mr Jagrith Choudhary, Authorised Signatory, Merlin Projects Limited, 22, Prince Anwar Shah Road, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN- 700033

Identified by Mr Dipak Ram, . Son of M K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25.00/- ( E = Rs 21.00/- M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/10/2023 2:01PM with Govt. Ref. No: 192023240255127131 on 11-10-2023, Amount Rs: 21/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 732862561 on 11-10-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

**Description of Stamp**

1. Stamp. Type: Impressed, Serial no 14045, Amount: Rs.100.00/-, Date of Purchase: 15/09/2023, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/10/2023 2:01PM with Govt. Ref. No: 192023240255127131 on 11-10-2023, Amount Rs: 75,020/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 732862561 on 11-10-2023, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 905825 to 905868  
being No 190415386 for the year 2023.



*Mohul*

Digitally signed by MOHUL MUKHOPADHYAY  
Date: 2023.11.21 14:15:56 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 21/11/2023  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.



