

18/2/23 VC-391/23

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 07/02/23
 F-2-5310
 An-6-15
 E-2/246740

certified that the document is admitted to registration. The signature sheets and the endorsement sheet attached with the document are a part of the document.

[Signature]
 District Sub-Registrar
 Alipore, South 24-parganas

13.04.23

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made at Kolkata on this 7th day of February, Two Thousand Twenty Three

BETWEEN

MR. SAKET MOHTA (PAN:AKHPM9746Q) (Aadhaar No.6877 3720 8319), son of Mr. Sushil Kumar Mohta, by occupation Business, faith Hindu, Citizen of India, residing at Vill. Kriparampur, P.O. Sukhdevpur, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743 503, hereinafter referred to as the **"OWNER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the **FIRST PART;**

AND

Iqbal Ahmed Khan



T. J. No. 1703
dt. 07.02.23

SOLD TO.....
OF.....
RS.....
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
LICENSED STAMP VENDOP
L. NO 351RS2016

37229

ANUBRATA DHAR
(Advocate)
C.M. Court Kol-1

21 JUL 2022

MERLIN PROJECTS LIMITED

Iqbal Ahmed Khan
Authorised Signatory



T. J. No. 1707
dt. 07.02.23

21 JUL 2022

for
step plan etc
etc



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

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. Iqbal Ahmed Khan (PAN:BLDPK5676H) (Aadhaar No. 6301 0145 5297), son of Late Nafis Ahmed Khan, by occupation Service, faith Muslim, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700 033, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns) of the **SECOND PART.**

Whereas:

- A. The Party hereto of the First Part is the recorded owner of various pieces and parcels of land total measuring 155.33 decimals (more or less), comprised in LR dag nos.787, 789, 790, 792, 793, 784/1425 and 798/1926 under LR Khatian No. 2408, Mouza-Kripampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 and land measuring 182.5 decimals (more or less) comprised in LR Dag Nos. 1940, 1942, 1943, 1944 and 1945 under LR Khatian No.4961, Mouza-Ramkrishnapore, J.L. No.70, both under Police Station Bishnupur, District South 24 Parganas, Pin-743503 total measuring 337.83 decimals more or less with a clear marketable title more fully and particularly described in the Part-I of the **First Schedule** written hereunder and hereinafter referred to as the **'Said Property'**.
- B. The dag number wise details of the 'Said Property' more fully and particularly mentioned in **Part-II** of the First Schedule hereunder written.
- C. The land parcels comprised in the "Said Property' are not contiguous to each other and they are scattered. The owner has decided to develop the land parcels and for the said purpose has already entered into a Memorandum of Understanding (MOU) with the Developer herein.
- D. The Developer is inter-alia engaged in the business of real estate development. As a part of its business activity the Developer in terms of the aforesaid MOU has planned to develop Residential Units comprising of plots of land of different size with independent Bungalow/Twin House Bungalow & Cluster House. The developer has also represented to the owner that for the purpose of development of the 'Said Property' the developer has also enter into understanding with other land owners whose land are adjacent/contiguous to the 'Said Property' for integrated and better development of the proposed project, the developer has decided to undertake development.



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12-4-23

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DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

E. The Developer has discussed with the Owner, the terms and conditions upon which the development of the said project on the 'Said Property' will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.

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

Clause 1
Definitions & Interpretations

1.1 In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:

"Advances and Deposits" shall mean the amounts received as advance against application of provisional booking / booking amounts from the intending transferees/purchasers of constructed areas / units in the proposed Project.

"Agreement" shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the Parties in writing;

"Architect" shall mean any architect or consultant or firm of architects whom the Developer with the consent of the Owner may, from time to time appoint for designing, planning and execution of the Project.

"Building Plan" shall mean the plans prepared by the Architect for construction of the Project and shall include any amendments thereto or modifications thereof made or caused as may be necessary and/or required from time to time as per law.

"Developer" shall mean Merlin Projects Limited and shall include its successors or successors-in-interest and/or assigns.

"Force Majeure" means, act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government acquisition or requisition, inability to act due to government action, interruption and/or shortage of supply of goods



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

and construction materials, and/or skilled manpower, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the Party affected to the other Party within reasonable time.

"Gross Sale Proceeds" shall mean the total proceeds of sales or consideration received/receivable from the Transferee(s)/ Purchaser(s) against Transfer of the flats / units in the Project together with other rights and interests including Goods & Services Tax.

'Said Property' shall mean land comprised in various dags in Mouza-Ramkrishnapore, J.L. No.70 and Mouza - Kriparampore, J.L. No.72, both under Police Station Bishnupur, District South 24 Parganas, Pin-743503, as described in **First Schedule** hereunder written.

"Sanctioning Authority" shall primarily mean Local Gram and/or any other statutory authority (ies) entrusted by the Government who shall sanction the Building Plan, and accord the necessary permission, clearance & NOC as may be necessary to complete the project.

"Net Sale Proceeds" shall mean Gross Sale Proceeds less all statutory Taxes and charges, including Goods & Services Tax as may be applicable time to time.

"Owner" shall mean Party of the First Part and shall include its successors or successors-in-interest and assigns.

"Parties" shall mean collectively the Owner and the Developer and **"Party"** means individually each of the Parties.

"Said Project" shall mean the design, development and construction of new residential buildings on the 'Said Property' comprising of various self-contained independent flats / apartments along with other spaces, car parking areas, necessary infrastructure facilities and Common Areas and Facilities in accordance with the Building Plan to be sanctioned by the Local Gram Panchayat/Zila Parishad /NKDA and/or any other statutory authority (ies), as the case may be and other permissions, clearances from the concerned authorities.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

“Transfer” shall mean and include a transfer pursuant to the execution of the sale / lease deed, other documents etc. in respect of a unit / flat in the Project or any part or portion of the buildings comprised in the Project and/or transfer by possession either after completion of the project or at mutually agreed date or by other means adopted for affecting what is understood as a transfer of space in a building to transferee(s)/purchaser(s) / lessee(s) / licensee(s) thereof although the same may not amount to a transfer in law.

“Transferee/Purchaser” shall mean a person to whom any flat / unit or any part or portion of the buildings in the Project will be sold and transferred.

“Saleable Areas” shall mean residential flats/apartments with right of car parking and use of specified common areas to be duly demarcated for the said purpose.

“Reserved Areas” all areas to be constructed apart from the saleable areas under this Agreement will exclusively be retained by the Owner and the Developer and they will jointly decide the usage/disposal of those areas.

1.2 In this Agreement, unless the context otherwise requires:

The headings are not to be considered part of this Agreement and they are solely inserted for convenience and reference purposes only and shall not affect the construction/interpretation of this Agreement;

Words importing the singular include the plural and vice versa, and word importing a gender include each of the masculine, feminine and neutral gender; and

Reference to any Act whether general or specific shall include any modification extension or re-enactment of it for the time being in force and all instruments orders plans regulations bye-laws permissions or directions at any time issued under it.

Clause 2
Purpose & Commencement

2.1 This Agreement describes the terms and conditions for implementation of the Project and outlines the key roles and responsibilities of the Parties and also the entitlements of each Party. Each Party shall carry out and perform its respective obligations in accordance with the terms and conditions set out in this Agreement, aimed at the implementation of the Project.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

- 2.2 This Agreement shall be deemed to have commenced on and with effect from the date hereof.

Clause 3

Grant of License & Consideration

- 3.1 The Owner doth hereby permit and grant license and permission to the Developer, with right and authority to build upon 'Said Property' by constructing one or more building(s) thereon in accordance with sanctions/permissions herein mentioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas either after completion of the project or at mutually agreed date to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.
- 3.2 The Developer shall be entitled to undertake the construction work at the 'Said Property' and the Owner shall allow the access for the sole purpose of carrying out and completing the development and commercial exploitation of the 'Said Property'. The legal domain, possession and control of the 'Said Property' shall continue to vest with the Owner till the time transfer of undivided share of land to Transferee(s)/Purchaser(s), after completion of the project.
- 3.3 In as much as the construction on the 'Said Property' is concerned, the Developer shall act as a Licensee of the Owner and shall be entitled to be in permissive access to the 'Said Property' as and by way of a Licensee of the Owner as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessionary right over the 'Said Property' which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the 'Said Property' for any purposes other than the purpose of construction.
- 3.4 The Developer shall complete the Project in phases within a period 7 (seven) years from the date hereof, however the said period of 7 (seven) years may be extended by a grace period of 1 (one) year without any penalty. It is clarified that the Project shall be deemed to be complete only when the full Completion Certificate is issued by the Competent Authority and such date on which the said full Completion Certificate is issued shall be considered as the Project completion date. ✓



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

- 3.5 The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the Third Schedule hereunder written and approved by the Architect appointed.
- 3.6 In consideration of the Owner granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owner and the Developer shall jointly Transfer the flats /units and other rights and benefits in the Project and share the Net Sale Proceeds received from the prospective Transferees/Purchasers in the ratio as mentioned in the Third Schedule hereunder written in proportion to the actual land area utilized in each cases. The said Net Sale Proceeds sharing ratio may be modified or altered based on the future market scenario. The aforesaid agreed consideration amount to Owner shall be paid on yearly basis or at mutually agreed period.
- 3.7 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 all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account.
- 3.8 The necessary accounts and statements pertaining to Transfer of flats / units and other rights and benefits in the Project and sharing of Net Sale Proceeds will be maintained by the Developer for each financial year (i.e. the period beginning from 1st April of the current year to 31st March of the following year).

Clause 4
Security Deposit

4. On or before the execution of this Agreement, the Developer has paid to the Owner, an interest free sum of **Rs.5,00,000/- (Rupees Five Lakh only)** as and by way of "**Interest Free Refundable Security Deposit**" for due and punctual performance of the obligations of the Developer hereunder. The said Interest Free Refundable Security Deposit will be refunded by the Owner prior to final settlement of accounts under this agreement with the Developer.

Clause 5
Representations and Covenants of the Owner

5. The Owner hereby declares and covenants with the Developer as follows:
- 5.1 The Owner is the absolute Owner of the 'Said Property'.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

- 5.2 The 'Said Property' is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 5.3 The Owner has the absolute right and authority to enter into this Agreement with the Developer in respect of the 'Said Property'.
- 5.4 The Owner is aware that the Developer based on the said MOU, has already incurred substantial expenses for development of its proposed project.
- 5.5 During the subsistence of this Agreement, the Owner shall not transfer and/or part with the 'Said Property' or any portion thereof.
- 5.6 The Owner shall execute a 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 residential units/plots in terms of this agreement and execution of Deed of Conveyance on behalf of Owner.

Clause 6

Representations and covenants of the Developer

6. The Developer hereby undertakes and covenants with the Owner as follows:
 - 6.1 In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Plan and other approvals and the provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.
 - 6.2 All costs, charges and expenses for the development and implementation of the Project till its completion (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

- 6.3 The Developer based on the said MOU has already incurred substantial expenses for development of its instant project.
- 6.4 The Developer shall comply with all applicable laws, clearances, applicable permits (including renewals as required) in the performance of its obligations under this Agreement.
- 6.5 The Developer shall discharge its obligations in accordance with Good Industry Practice.
- 6.6 The Developer shall indemnify, protect, defend and hold harmless the Owner and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.
- 6.7 The Developer acknowledges and recognizes that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- 6.8 The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 6.9 The Developer shall not transfer and/or assign this Agreement without the consent of the Owner in writing nor shall create any charge or encumbrance in respect of its interest in the Project.

Clause 7
Access to 'Said Property'

- 7.1 The Owner shall give the right of way and access of the 'Said Property' to the Developer for the development of the Project upon commencement of work.
- 7.2 The Developer shall carry out construction of the Project as per the Specifications fully mentioned in the **Second Schedule** hereunder written.
- 7.3 The physical possession of the 'Said Property' shall be under the full control and possession of the Owner and except the right of way, and access to the 'Said Property', the Developer shall have no other right in respect of the same. It is clarified that the Developer shall have no power or authority to part with the possession of the 'Said Property' or any portion thereof.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

Clause 8
Transfer of Residential Units/Plots of the Project

8. The Owner through its Constituted Attorney being the Developer herein and the Developer shall jointly Transfer the residential units/plots as the case may be of the proposed project, and for such purpose both the Parties shall enter into necessary sale agreements and thereafter upon receipt of full consideration amount shall register the deed of conveyance in favour of the prospective Transferee(s)/ Purchaser(s) of such residential units/plots.

Clause 9
Mutual covenants

- 9.1 The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owner and the Developer, nor shall the Owner and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.
- 9.2 The Owner and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- 9.3 The Developer shall in consultation with the Owner and with its prior approval frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally captured / mentioned in the sale / conveyance deeds/agreements/allotment letters/ documents.
- 9.4 Nothing in these presents shall be construed as a sale / transfer or assignment in law by the Owner in respect of the 'Said Property' or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.
- 9.5 In case the Developer fails to include any land parcel in totality or part thereof in its proposed project, then the Owner shall be having right to dispose of the said land parcel by any other means with the consent of the Developer herein.
- 9.6 The Transferee(s)/Purchaser(s) shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the flats / units / space in the Complex proposed to be transferred in his/her/its favour as per prevailing banking laws.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

- 9.7 If any land contiguous to the 'Said Property' (described in the Schedule hereunder written) is acquired by the Owner and intends to also develop the same, then the Owner may give the first option to the Developer to develop the same on the same terms and conditions mentioned herein with such amendments as may be mutually agreed between the Owner and the Developer.
- 9.8 The developer shall be bound to comply with the relevant Real Estate Law as and when the same will be required to comply.

Clause 10
Miscellaneous

- 10.1 The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.
- 10.2 This Agreement sets forth the entire agreement and understandings between the Parties relating to the 'Said Property' and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.
- 10.3 The developer shall be entitled to mortgage the 'Said Property' for availing construction finance of the proposed project without creating any liability in respect of the said finance on the owner.
- 10.4 In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.
- 10.5 The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Developer.

Clause 1
Notices, Correspondence and Communication

- 11.1 All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address recorded in this agreement or such other address as may be recorded by the parties herein from time to time.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

- 11.2 Unless another address has been specified by a Party hereto by a written notice to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 4 (four) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

Clause 12

Dispute resolution & Jurisdiction of Courts

- 12.1 In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 12.2 below.
- 12.2 If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 12.1 above within 30 (thirty) days, it shall be settled through Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.
- 12.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- 12.4 The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- 12.5 Any decision/award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Part-I (Said Property)

ALL THAT pieces and parcels of land total measuring 337.83 decimals be the same a little more or less comprised in LR Dag Nos. 787, 789, 790, 792, 793, 784/1425 and 798/1426 in Mouza : Kripampore, J.L. No: 72 and LR Khatian No. 2408, LR Dag No. 1940, 1942, 1943, 1944 and 1945, LR Khatian No. 4961 in Mouza : Ramkrishnapore J.L. No: 70, both under PS : Bishnupore, District: South 24 Paraganas, Pin-743 503.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

PART-II
(Dag wise details of the 'Said Property')

Sl. No.	Mouza/JL No.	LR Dag No.	LR Khatian No.	Area in Decimal	Total Area of Dag
1	Kriparampore/72	787	2408	18	18
2	Kriparampore/72	789	2408	11	11
3	Kriparampore/72	790	2408	30	60
4	Kriparampore/72	792	2408	21	73
5	Kriparampore/72	793	2408	13	46
6	Kriparampore/72	784/1425	2408	20	20
7	Kriparampore/72	798/1426	2408	42.33	56
8	Ramkrishnapore/70	1940	4961	25	76
9	Ramkrishnapore/70	1942	4961	4	4
10	Ramkrishnapore/70	1943	4961	69	69
11	Ramkrishnapore/70	1944	4961	60	60
12	Ramkrishnapore/70	1945	4961	24.5	55
Total Land Area				337.83	

THE SECOND SCHEDULE ABOVE REFERRED TO:
(Specifications)

Foundation	: RCC Structure.
Superstructure	: RCC Frame Structure.
External Walls	: Brick / Block Wall.
Internal Building Walls	: Brick / Block Wall
Roof	: RCC Roof with insulation and water proofing.
Plot Fence	: Hedges with Gate.
<u>Master Bedroom</u>	
Floor	: Vitrified Tiles.
Wall / Ceiling	: POP / Wall Putty.
<u>Master Bathroom with Shower Cubicle & Bathtub</u>	
Floor	: Anti-skid Ceramic Tiles
Wall	: Ceramic / Vitrified Tiles.
Fittings	: CP Fittings (Grohe/Jaquar/Kohler or similar)



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE

07 FEB 2023

Sanitary : Sanitary Fixtures of Kohler/ Jaquar/ Duravit/Hindware/ CERA or similar.

Other Bedrooms

Floor : Vitrified Tiles.

Wall / Ceiling : Pop / Wall Putty.

Other Bathrooms with Shower Cubicle

Floor : Anti-skid Ceramic Tiles.

Wall : Ceramic / Vitrified Tiles.

Ceiling : Ceiling Board with Paint Finish.

Fittings : CP Fittings (Grohe/Jaquar/ Kohler or similar).

Sanitary : Sanitary Fixtures of Kohler/ Jaquar/ Duravit / Hindware/ CERA or similar.

Living/Dining/Corridor

Floor : Vitrified Tiles.

Wall / Ceiling : POP / Wall Putty.

Kitchen

Floor : Vitrified / Ceramic Tiles

Counter : Granite Top

Wall : Ceramic Tiles above counter level up to 2' height

Balcony

Floor : Anti-skid Tiles.

Doors

Entrance : Panel Door Paint/Polish Finish.

Bedroom : Flush Door Paint Finish.

Bathroom : Flush Door Paint Finish.

Balcony : Aluminum and Glass Door.

Windows : Powder Coated Aluminum Casement / Sliding Window with Glass.

Air-Conditioning : In Living / Dining Area and all Bedrooms.

Electrical Installation

Circuit Protection : PVC Electrical Wiring throughout in Concealed Conduit with Light Points, T.V. & Telephone Sockets with Protective M.C.B.S & RCCBS / or G-PON Optical Fibre Network to Every Home for Voice/Data/Cable TV/CC TV.

Earthing & Lightning

Protection System : In accordance with the Local Authority Standards.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

External Finish	:	Glass Façade, Wall with Plain / Textured / Paint Finish and / or other finishes as per the recommendation of the Architect.
Car Park	:	Stones / Pavers
Stand-by Power	:	Back-up Power for Light Load.
Water Supply	:	WTP with Overhead Tank.
Electricity Supply	:	Independent WBSEDCL Meter to Unit.
STP/Septic Tank	:	Septic Tank / Cluster STP as per requirement.

THE THIRD SCHEDULE ABOVE REFERRED TO
(NET SALE PROCEEDS SHARING RATIO)

In consideration of the Party of the First Part granting development rights to the Party of the Second Part shall share the Net Sale Proceeds receivable from the prospective Transferees/Purchasers in the following ratio:

Party of the First Part: 20% (Twenty percent) of the net sale proceeds in proportion to land area use for construction of respective Residential Units.

Party of the Second Part: Balance 80% (Eighty percent) of the net sale proceeds.

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

Signed and Delivered by the within named **Owner** in the presence of:

1. Rajkumar

2. Gaurav Singh

Signed and Delivered by the within named **Developer** in the presence of:

1. Rajkumar
22, Prince Anwar Shah Road,
Kolkata-700 033

2. Gaurav Singh
22, Prince Anwar Shah Road,
Kolkata-700 033

15

MERLIN PROJECTS LIMITED

Rajal Ahmed Khan
Authorised Signatory

Prepared by me

BABI DAS
Advocate

Allipore Police Court
Kolkata-700 027
Regd. No.- WB-613/2001



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

MEMO OF CONSIDERATION

Received from Merlin Projects Ltd. the Developer herein a sum of Rs.5,00,000/- (Rupees Fifty Lakh Only) by Cheque bearing No. 235894 dated 06.02.2023 drawn on IDBI Bank Ltd, Anwar Shah Road Branch, Kolkata – 700 033, towards “**Interest Free Refundable Security Deposit**” in terms of this Agreement.



(OWNER)

Witnesses :

1.





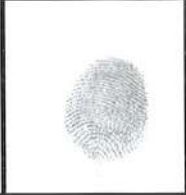








22, Prince Anwar Shah Road,
Kolkata-700 033

2.



22, Prince Anwar Shah Road,
Kolkata-700 033

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

Name : SAKET MOHTA

Signature: 

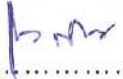
		Thumb	1st finger	mid finger	ring finger	small finger
	left hand					
	right hand					

Name: IQBAL AHMED KHAN

Signature: 

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

Name: BAPI DAS

Signature: 



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS., ALIPORE
07 FEB 2023

Major Information of the Deed :

Deed No :	I-1603-04801/2023	Date of Registration	13/04/2023
Query No / Year	1603-2000296740/2023	Office where deed is registered	
Query Date	03/02/2023 10:27:05 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8334980846, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 12/-	Rs. 4,91,77,170/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B,)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Kriparampore, JI No: 72, Pin Code : 743503

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-787 (RS :-)	LR-2408	Bastu	Shali	18 Dec	1/-	34,02,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-789 (RS :-)	LR-2408	Bastu	Shali	11 Dec	1/-	20,79,000/-	Property is on Road Adjacent to Metal Road,
L3	LR-790 (RS :-)	LR-2408	Bastu	Shali	30 Dec	1/-	56,70,000/-	Property is on Road Adjacent to Metal Road,
L4	LR-792 (RS :-)	LR-2408	Bastu	Shali	21 Dec	1/-	45,92,700/-	Property is on Road Adjacent to Metal Road,
L5	LR-793 (RS :-)	LR-2408	Bastu	Shali	13 Dec	1/-	28,43,100/-	Property is on Road Adjacent to Metal Road,
L6	LR-784/1425 (RS :-)	LR-2408	Bastu	Shali	20 Dec	1/-	37,80,000/-	Property is on Road Adjacent to Metal Road,
L7	LR-798/1426 (RS :-)	LR-2408	Bastu	Shali	42.33 Dec	1/-	80,00,370/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			155.33Dec	7 /-	303,67,170 /-	

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: RAMKRINAPUR BORHANPUR, Mouza: Ramkrishnapur, JI No: 70, Pin Code : 743503

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L8	LR-1940 (RS :-)	LR-4961	Bastu	Shali	25 Dec	1/-	18,00,000/-	Property is on Road
L9	LR-1942 (RS :-)	LR-4961	Bastu	Shali	4 Dec	1/-	4,32,000/-	Property is on Road Adjacent to Metal Road,
L10	LR-1943 (RS :-)	LR-4961	Bastu	Shali	69 Dec	1/-	74,52,000/-	Property is on Road Adjacent to Metal Road,
L11	LR-1944 (RS :-)	LR-4961	Bastu	Shali	60 Dec	1/-	64,80,000/-	Property is on Road Adjacent to Metal Road,
L12	LR-1945 (RS :-)	LR-4961	Bastu	Shali	24.5 Dec	1/-	26,46,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			182.5Dec	5 /-	188,10,000 /-	
		Grand Total :			337.83Dec	12 /-	491,77,170 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Saket Mohta Son of Mr Sushil Kumar Mohta Vill - Kriparampur, City:- , P.O:- Sukhdevpur, P.S:-Bishnupur, District:-South24-Parganas, West Bengal, India, PIN:- 743503 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: akxxxxxx6q, Aadhaar No: 68xxxxxxxx8319, Status :Individual, Executed by: Self, Date of Execution: 07/02/2023 , Admitted by: Self, Date of Admission: 12/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/02/2023 , Admitted by: Self, Date of Admission: 12/04/2023 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>MERLIN PROJECTS LIMITED 22, Prince Anwar Shah Road, City:- , P.O:- Tollyguge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: aaxxxxxx5b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Iqbal Ahmed Khan (Presentant) Son of Late Nafis Ahmed Khan 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: Muslim, Occupation: Service, Citizen of: India, , PAN No.:: blxxxxxx6h, Aadhaar No: 63xxxxxxxx5297 Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Authorised Signatory)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Bapi Das Son of Late Sunil Das Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr Saket Mohta, Mr Iqbal Ahmed Khan			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-18 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-69 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-60 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-24.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-11 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-30 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-21 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-13 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-20 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-42.33 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-25 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Mr Saket Mohta	MERLIN PROJECTS LIMITED-4 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: CHANDI, Mouza: Kriparamapore, JI No: 72, Pin Code : 743503

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 787, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:ডাঙ্গা, Area:0.18000000 Acre,	Mr Saket Mohta
L2	LR Plot No:- 789, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:শালি, Area:0.11000000 Acre,	Mr Saket Mohta
L3	LR Plot No:- 790, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:শালি, Area:0.30000000 Acre,	Mr Saket Mohta
L4	LR Plot No:- 792, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:শালি, Area:0.21000000 Acre,	Mr Saket Mohta
L5	LR Plot No:- 793, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:শালি, Area:0.13000000 Acre,	Mr Saket Mohta
L6	LR Plot No:- 784/1425, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:শালি, Area:0.20000000 Acre,	Mr Saket Mohta
L7	LR Plot No:- 798/1426, LR Khatian No:- 2408	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯এ আলিপুর পার্ক প্লেস , Classification:শালি, Area:0.55000000 Acre,	Mr Saket Mohta

District: South 24-Parganas, P.S:- Bishnupur, Gram Panchayat: RAMKRINAPUR BORHANPUR, Mouza: Ramkrishnapur, JI No: 70, Pin Code : 743503

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L8	LR Plot No:- 1940, LR Khatian No:- 4961	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯ এ আলিপুর পার্ক প্লেস পি ও এন্ড পি এস নিউ আলিপুর কোল ৭০০০২৭, Classification:শালি, Area:0.25000000 Acre,	Mr Saket Mohta
L9	LR Plot No:- 1942, LR Khatian No:- 4961	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯ এ আলিপুর পার্ক প্লেস পি ও এন্ড পি এস নিউ আলিপুর কোল ৭০০০২৭, Classification:শালি, Area:0.04000000 Acre,	Mr Saket Mohta

L10	LR Plot No:- 1943, LR Khatian No:- 4961	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯ এ আলিপুর পার্ক প্লেস পি ও এন্ড পি এস নিউ আলিপুর কোল ৭০০০২৭, Classification:শালি, Area:0.69000000 Acre,	Mr Saket Mohta
L11	LR Plot No:- 1944, LR Khatian No:- 4961	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯ এ আলিপুর পার্ক প্লেস পি ও এন্ড পি এস নিউ আলিপুর কোল ৭০০০২৭, Classification:শালি, Area:0.60000000 Acre,	Mr Saket Mohta
L12	LR Plot No:- 1945, LR Khatian No:- 4961	Owner:সাকেত মোহতা, Gurdian:সুশীল মোহতা, Address:৯ এ আলিপুর পার্ক প্লেস পি ও এন্ড পি এস নিউ আলিপুর কোল ৭০০০২৭, Classification:শালি, Area:0.27000000 Acre,	Mr Saket Mohta

On 07-02-2023

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

Presented for registration at 18:55 hrs on 07-02-2023, at the Private residence by Mr Iqbal Ahmed Khan ,

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 4,91,77,170/-

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

Execution is admitted on 07-02-2023 by Mr Iqbal Ahmed Khan, Authorised Signatory, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, City:- , P.O:- Tollyguge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Indetified by Mr Bapi Das, , Son of Late Sunil Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 08-02-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/02/2023 4:36PM with Govt. Ref. No: 192022230283278751 on 06-02-2023, Amount Rs: 5,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 722506315 on 06-02-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 37229, Amount: Rs.100.00/-, Date of Purchase: 21/07/2022, Vendor name: J Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/02/2023 4:36PM with Govt. Ref. No: 192022230283278751 on 06-02-2023, Amount Rs: 75,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 722506315 on 06-02-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 12-04-2023

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

Execution is admitted on 12/04/2023 by Mr Saket Mohta, Son of Mr Sushil Kumar Mohta, Vill - Kriparampur, P.O: Sukhdevpur, Thana: Bishnupur, , South 24-Parganas, WEST BENGAL, India, P:IN - 743503, by caste Hindu, by Profession Business

Identified by Mr Bapi Das, , Son of Late Sunil Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Endorsement by Commissioner after execution of Visit Commission Case No:-001062 of 2023

Having visited the residence of Mr Saket Mohta, , Son of Mr Sushil Kumar Mohta, Vill - Kriparampur, P.O: Sukhdevpur, Thana: Bishnupur, , South 24-Parganas, WEST BENGAL, India, PIN - 743503, by caste Hindu, by profession Business I have this day examined the said Mr Saket Mohta who has been identified to my satisfaction by Mr Bapi Das, , Son of Late Sunil Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate AND the said Mr Saket Mohta has admitted the execution of this document



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 13-04-2023

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.



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 143986 to 144013

being No 160304801 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.04.13 14:51:14 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/04/13 02:51:14 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)