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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document. 25735

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

*[Signature]*  
District Sub-Registrar-II  
Alipore, South 24 Parganas

THIS AGREEMENT made on this the 23<sup>th</sup> day of December, Two Thousand Eighteen (2018).

- 4 JAN 2019

BETWEEN

**PVC WIRES AND CABLES PRIVATE LIMITED** (PAN : AABCP4850H) a Company incorporated under the provisions of the Companies Act, 1956, having its Registered office at premises No. 58, Chowringhee Road, Kolkata-700071, P.O. Middleton Row, P.S. Shakespeare Sarani, represented by its Director Mr. Mahesh Kumar Agarwal (PAN : ACMPA9291M), son of Late Rameshwar Lal Agarwal, by occupation Business, by Faith Hindu, Citizen of India, working for gain at premises No. 58, Chowringhee Road, Kolkata-700071, P.O. Middleton Row, P.S. Shakespeare Sarani, hereinafter referred to as the **"Owner/First Party"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successor-in-office, and/or assigns) of the **ONE PART.**

Merlin Projects Ltd.  
*[Signature]*  
Director

AND PVC Wires & Cables Pvt. Ltd.  
*[Signature]*  
Director

Merlin Projects Ltd PVC Wires & Cables Pvt. Ltd.

Director

Director

00765/19

99535

Pvc wires cables

of Chowringhee Rd.

19-11

NAME.....  
 ADD.....  
 22 NOV 2018  
**SURANJAN MUKHERJEE**  
 Licensed Stamp Vendor  
 26/3/6, S. Hollywood, K-4-2

22 NOV 2018

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Merlin Projects Ltd.

*[Handwritten signature]*  
Director

সর্বজনীন প্রতিষ্ঠান  
 নগর পরিষদ  
 স্থানীয় প্রশাসন  
 কলকাতা



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PVC WIRES & CABLES PVT. LTD.

*[Handwritten signature]*  
Director



District Sub-Register-II  
 Airport, South 24 Parganas

3 JAN 2019

Sardar Manu Kumar  
 S/O of A. K. Das  
 District Police Court  
 100/27/10

**MERLIN PROJECTS LIMITED** (PAN : AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at premises No. 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, represented by its Director **MR. SAKET MOHTA** (PAN : AKHPM9746Q), son of Sri Sushil Mohta, by occupation Business, faith Hindu, Citizen of India, working for gain at premises No. 22, Prince Anwar Shah Road, P.O. Tollygunge, Police Station Charu Market, Kolkata-700033, hereinafter referred to as the "**Developer/Second Party**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successor-in-office, and/or assigns) of the **OTHERPART**.

**WHEREAS:**

- (A) The First Party is the Owner of all that the piece and parcel of land total measuring 18348 square meters equivalent to 13 Bighas 7 Cotthas 2 Chittaks be a little more or less, comprised in Touzi No. 238, C.S. Khatian No. 1522, Revisional Khatian Nos. 2549-2550, 2958-2959, 2579-2580, 2545-2546, 2954-2955, Dag Nos. 817, 818, 820, 822, 816 respectively and Touzi Nos. 235, 237, 240 C.S. Khatian No. 1854, Revisional Khatian Nos. 2551-2552, 2960-2961, 2581-2582, 2547-2548, 2956-2957, Dag Nos. 809, 810, 811, 830, 831 respectively and Touzi No. 237, C.S. Khatian No. 1444, Revisional Khatian No. 43, Dag No. 821, more fully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "**Said Property**". The party hereto of the one part is owner of said property mentioned in the first schedule, without any encumbrance and with a clear and marketable title.
- (B) The Second Party being a reputed Developer, having experience in the development of Real Estate, with sufficient infrastructure and finance and have undertaken development Various Landmark Residential and

Merlin Projects Ltd.

  
Director

PVC Wires & Cables Pvt. Ltd.

  
Director



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Commercial Building & Complex and around the city as well as other states of the country.

- (C) The Parties of the First Part have approached the Second Party for development of the 'Said Property' by constructing a Residential cum Commercial Complex.
- (D) The Second Party has agreed to undertake development of the "**Said Property**" by constructing multistoried building complex, on the terms and conditions hereinafter appearing.
- (E) The Second Party has also for development of properties which are adjacent and contiguous to the property of the First Party entered into a Memorandum of Understanding (MOU) with the Owners of that property. The Second Party also desirous for development of those properties jointly with 'Said Property' for optimum and better development.
- (F) The First Party and the Second Party in this Agreement whenever the context so permits are collectively referred to as the 'parties and individually as a 'party'.

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

1. **DEFINITION** in these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:
  - 1.1 "**SAID PROPERTY**" shall mean premises No. 1, Ishan Ghosh Road, Kolkata-700008, K.M.C. Ward No. 122, Borough-XIII, Police Station

Merlin Projects Ltd.

  
Director

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Director



  
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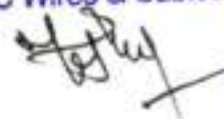
Thakurpukur, Mouza Purba Barisha, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

- 1.2 **"PROJECT"** shall mean the design, development and construction of pre dominantly residential multistoried buildings including Green Building (comprising of various self-contained independent flats/apartments, and some commercial spaces as may be planned by architect on the said **'Said Property'** along with other constructed spaces, facility of car parking areas, necessary infrastructure, facilities, common areas and amenities in accordance with the Building Plan to be prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) as per the present Building bye Laws of KMC/local Municipal Authority, to be sanctioned by the Municipal Authority and other permissions, clearances from the concerned authorities.
- 1.3 **AMALGAMATED PROJECT** shall mean the project of Residential Housing Complex with some commercial areas on all that piece and parcel of 'Said Property' along/together with other land parcels, which are adjacent and contiguous to the 'Said Property', the Developer will develop.
- 1.4 **"BUILDING COMPLEX"** shall mean the 'Said Property' and the new buildings to be constructed thereon and include all transferable areas therein including common areas and installations.
- 1.5 **COMMON AREA** shall mean the area required for common use ingress and egress, and amenities and facilities to be provided in the said building complex.

Merlin Projects Ltd.

  
Director

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Director



  
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- 1.6 **COMMON FACILITIES AND AMENITIES** shall mean all facilities and amenities to be provided in the building to be constructed on the 'Said Land'.
- 1.7 **ARCHITECT AND OTHER CONSULTANTS** shall mean any person/s, agencies, to be appointed by the Second Party as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the 'Said Total Land'.
- 1.8 **REVENUE SHARE** shall mean, net sale proceeds on account of sale/transfer of constructed areas, right to park car in said complex, to be shared by the parties herein, more fully mentioned in Clause No. 5 of this agreement as per the mutually agreed ratio.
- 1.9 Net sales proceeds shall mean all revenue received from purchasers of the flats of the project excluding GST and EDC @ Rs. 125/- per sq.ft. built-up area.
- 1.10 **NEW BUILDINGS** shall mean and include all new multistoried buildings to be constructed in accordance with the plan/s to be sanctioned by Municipal Corporation and/or concerned authority on the entirety of the 'Said Property'.
- 1.11 **PLAN** shall mean plan or plans to be prepared by the Architect and sanction by the concerned authorities for the Development of the "Said Property" 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 Complex as more fully mentioned in SECOND SCHEDULE.

Merlin Projects Ltd.

  
Director

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Director



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- 1.13 **TRANSFER** shall include transfer by sale, hire, lease, tenancy, leave and license and/or by other means adopted to alienate or part with possession of the Transferable Rears or any part or share thereof.
- 1.14 **TRANSFeree** shall mean a person, firm, limited company, association of persons to whom any space in the new building will be transferred.
- 1.15 **SALEABLE SPACE** shall mean the aggregate of Built Up Area of all the Units in the new building/s to be constructed with or without 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 as per building plans.
- 1.16 **COMMON PURPOSES** shall mean include the purpose of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and installations, rendition of common services in common to the transferees thereof, collection and disbursement of common expenses, the purpose of regulating mutual rights, obligations and liabilities of Transferees thereof and dealing with all matters of common interest of the Transferees thereof.
- 1.17 **INDEMNITY** all the Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against any party on account of any willful act or omission on the part of the other party or on account of any failure on the part of any party to discharge its liabilities/obligations herein save and except in case of force majeure.

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



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1.18 **COMMENCEMENT DATE** shall mean date of execution of this Agreement.

1.19 **FORCE MAJEURE** shall mean the events and reasons specified below resulting in delay in compliance of the obligations of the parties herein i.e. to say:

(i) Fire, flood, earthquake, storm, lightning causing damage to the new building or such unforeseen natural calamities;

(ii) Riots, civil commotions and disturbances, insurgency, enemy action or war;

(iii) Temporary/permanent interruption in the supply of utilities serving the Building Complex;

(iv) Injunction/orders of any government, civic bodies, KMC and other authorities restraining the construction of the new Building at the said Property.

1.20 Words importing singular shall include plural and vice versa.

1.21 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.

2. **INTERPRETATION** : In this agreement save and except as otherwise expressly provided:

Merlin Projects Ltd.

  
Director

PVC Wires & Cables Pvt. Ltd.

  
Director



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- 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.
- 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 instruments, orders, plans, 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

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



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**3 JAN 2019**

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from time to time amended, varied, altered, modified, supplemented or novated.

3. **COMMENCEMENT** : This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

**AUTHORITY AND OBLIGATION OF THE SECOND PARTY TO CONSTRUCT AND COMPLETE** : Based on aforesaid express representations of the Second Party and believing the same to be true the First Party hereby agrees to appoint and grant exclusive right to the Second Party to develop the said Property at its own cost and effort to construct and complete the proposed Building Complex as per the plan to be sanctioned at the said property, under the following terms and conditions and agreed between the parties herein:

- 4.1 The Second Party shall prepare apply for and obtain the building plans for construction of the Building complex
- 4.2 While preparing the Building plan the Second Party shall avail of/utilize the maximum permissible FAR available on the said Property under the Kolkata Municipal Corporation Act, 1980, and the Rules framed thereunder.
- 4.3 The Second Party shall be entitled from time to time to cause modifications and/or alterations to the Building Plans in such manner as may be required under statute / betterment of the project and/or to such extent as the Second Party may deem fit and proper.
- 4.4 The Second Party shall construct erect and complete the Building Complex in a good and workman like manner with good quality materials and Specifications mentioned in the Second Schedule.

Merlin Projects Pvt. Ltd.

*[Signature]*

Director

PVC Wires & Cables Pvt. Ltd.

*[Signature]*

Director



**District Sub-Registrar-II**  
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**3 JAN 2019**

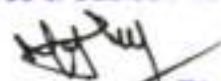
- 4.5 The Second Party shall diligently and efficiently carry out development of the said Property and construction of the New Buildings and every part thereof as per the sanctioned Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time and shall obtain all necessary permissions, registrations, licenses, permits, certifications, and no-objections and such other orders as may be required from Kolkata Municipal Corporation and the other concerned government or statutory departments and authorities, and in any event, assures that the First Party would not suffer due to any lapses and/or negligence on the part of the Second Party. The first party shall extend the necessary cooperation for doing needful in this regard and shall sign all necessary applications , papers , affidavits, declarations applications as May be required from time to time.
- 4.6 The Second Party shall also be fully liable and responsible to the State Government, Kolkata Municipal Corporation and such other local and statutory authority/authorities for compliance of all statutory requirements regarding construction of the New Building in the said Property and shall indemnify and keep the First Party fully saved harmless and indemnified from and against all or any possible loss damage cost claim demand action prosecution penalty or proceeding that the First Party may suffer or incur owing to any delay, default, non-compliance, insufficient compliance or violation on the part of the Second Party.
- 4.7 The Second Party will be solely responsible for development of the said Property, including construction of New Buildings, and the construction, procurement and installation of all the Common Areas and Installations at its own cost and risk, and the First Party shall

**Merlin Projects Ltd.**



**Director**

**PVC Wires & Cables Pvt. Ltd.**



**Director**

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Atpore, South 24 Parganas

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not be put into any expenses or liability of any nature whatsoever or howsoever for anything relating to or connected therewith. The Second Party shall be responsible for all claims of whatsoever nature arising from the development and construction of the Premises or which may arise out of accident and/or mishaps to workmen/others till completion of the Building Complex in all manners. The Construction shall be made at the advice of a qualified Structural Engineer and the Architect, maintaining proper safety norms as may be applicable during the construction of the New Building.

- 4.8 The Second Party shall obtain all necessary insurances in respect of the New Buildings as may be required by law during the entire period of construction and keep the First Party saved harmless and fully indemnified in respect thereof.
- 4.9 The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Second Party. All persons employed by the Second Party for the purpose of construction such as architects, contractors, labourers, caretakers, etc., shall be the persons under appointment from and/or employees of the Second Party and the First Party shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the compliance of the provisions of labour laws, payment of wages, payment of Provident Fund, Employee State Insurance, etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Second Party and the First Party shall be kept protected harmless and indemnified against any action, if taken or threatened to be taken against the First Party for non-compliance or violation of the said requirement.

**Merlin Projects Ltd.**



**Director**

**PVC Wires & Cables Pvt. Ltd.**



**Director**

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**Room, South 24 Parganas**

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- 4.10 The Second Party shall construct, erect, complete, make fit for habitation the New Buildings and the Building Complex upon obtaining the Occupancy Certificate of the Kolkata Municipal Corporation within a total period of 72 months with a grace period of 6 months, from the date of obtaining all permissions/sanctions including the sanctioned plan of the buildings and other statutory permissions. The Second Party shall be liable to complete the Building Complex in a habitable state with proper and adequate water supply, sewage connection, drainage, electrical installation, lift and such other facilities and amenities (including Common Areas and Installations) as be required to be provided to make the Units ready-for-use.
- 4.11 As soon as the New Buildings and/or any phase are completed by the Second Party, the Second Party shall give a written notice to the First Party regarding the same. The Second Party shall also keep the First Party informed about the progress of construction from time to time.
- 4.12 The Second Party shall install, erect and complete in the New Buildings the common areas, amenities and facilities such as stairways, lifts, fire fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities necessary for the New Buildings and the said Property for the beneficial use and enjoyment of the owners and occupiers of the Transferable Areas therein.
- 4.13 The Owners of the adjacent or contiguous Property to the "Said Property" with whom Second Party has already entered into MOU for Development for development shall be entitled to amalgamate their properties with the "Said Property" for integrated development for achieving better commercial exploitation out of such amalgamated properties.

Merlin Projects Ltd.  
  
 Director

PVC Wires & Cables Pvt. Ltd.  
  
 Director



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5. **REVENUE SHARE:** In consideration of the First Party granting exclusive rights to the Second Party and the Second Party agreeing to construct and complete the Project at its cost and expenses, the Parties herein shall be jointly entitled to undivided rights, share or interest of the constructed area in the Project for the land area of First party and instead of the sharing the saleable constructed spaces in the Project the Parties herein shall share the net sale proceeds and 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 at a mutually agreed ratio i.e. developer/ second party 63% and owner/first party 37%.
- 5.1 That in case of an amalgamated project is developed, the sharing of revenue shall be calculated amongst the Parties hereto in proportion to the land holding out of the entire amalgamated premises and the First Party shall be entitled to Net Sale Revenue according to its share in the land holding in the newly amalgamated premises which will be in proportion of its existing agreed revenue sharing ratio i.e. 63% shall be of the developer being the second party and 37% shall be of the first party, being the owner's share. However, it is agreed and recorded the First party shall have no right and/or entitlement in the office/retail/commercial spaces, if any constructed in the said amalgamated premises and the Second Party shall solely entitled to receive the revenue and/or sale proceeds generated from the sale of the office/retail/commercial spaces. The Second Party shall allot the First Party a retail space measuring 5000 square feet built-up area located at the ground floor being road facing/front side in the proposed retail area to be developed in the said amalgamated premises which shall be adjusted from the owner's share in the project.

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



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- 5.2 The GST payable on the Net Sale Proceeds shall also be shared between the Parties herein in the similar ratio of sharing revenue. However, it is clarified that share of the first party on account of marketing costs for the project, brokerage cost shall be limited to 3% of its total share in the revenue.
- 5.3 That it is agreed between the First Party and Second Party that the Deed of the Conveyance will be executed by the First Party and the Second Party jointly in favour of such intending Purchaser.
6. **REFUNDABLE INTEREST FREE DEPOSIT :** The Developer has agreed to pay to the Owner interest free refundable deposit amount of Rs. 4,00,00,000/- (Rupees four crore) only in the following manner for observance and performance of terms of this Agreement:
- (i) The Developer has paid to the Owner a sum of Rs. 1,50,00,000/- (Rupees one crore fifty lakhs) only on signing of this agreement and the Owners acknowledge to have received the same as per the Memo of Consideration given below.
- (ii) The Developer shall further pay a sum of Rs. 1,50,00,000/- (Rupees one crore fifty lakhs) only towards the said interest free refundable deposit within a period of 7 days upon getting the plan of the proposed development project sanctioned by the Kolkata Municipal Corporation along with a copy of the sanction plan.
- (iii) The Developer shall further pay a sum of Rs. 1,00,00,000/- (Rupees one crore) only towards balance amount of the said interest free refundable deposit after two months from the date of the Sanctioned Plan of KMC.

Merlin Projects Ltd.

Director

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Director

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(iv) It has been agreed by and between the parties hereto that the aforesaid security deposit shall be refunded by the owner to the developer upon completion of the project.

7. **MARKETING OF PROJECT** : The Second Party shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Second Party in consultation with the First Party.

7.1 The Second Party shall be responsible 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, further it will be responsibility of second party to keep accounts of all receipts from various customers and submit the same to first party from time to time.

7.2 The Parties have mutually agreed that, the entirety of the Project shall be sold out within 7 (Seven) years from the date of sanction with a further grace period of another 3 (three) months. In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual agreement and after the agreed grace period, the unsold stock, if any, shall be divided/shared in a fair and equitable manner between the Parties as per the agreed revenue share ratio after deduction of any Notional rent applicable in the project as per the recent amendment of the Law of Taxation under the Income Tax Act, 1961.

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



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- 7.3 The First Party Shall Convey the proportionate undivided share appurtenant to the separate identified areas of the Second Party's Allocation to the Second Party and/or its nominee or nominee and the Second Party shall, if so required by the First Party, confirm the allotment and transfer the constructed areas forming part of the separate identified areas of the First Party's Allocation to the First Party and/or its nominee or nominees.
- 7.4 The First Party hereby agree and the Second Party hereby agrees, undertakes and acknowledges that subsequent to sanction of the Building Plan/Plans, the Second Party shall exclusively be responsible to receive booking, enter into agreement for sale allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the Said Property.
- 7.5 The Second Party 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.
- 7.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Second Party for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned herein, save and except the receipts, if any on account of (i) all payments made by the intending purchasers as reimbursement of GST and other taxes as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits/expenses for formation of the Association and Maintenance Organisation, Common

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



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Expenses, electric meter cost and deposits, Club formation charges, Club maintenance charges, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any intending purchaser in his Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment (all hereinafter collectively referred to as "the **Excluded Receipts**"), which shall be exclusively received by the Second Party for its use of the respective purposes.

8. **TIME OF COMPLETION** : It is agreed between the parties herein that the Second Party shall complete the development of the Project in all respects, within 72 months, with an additional 6 (Six) months grace period, from the date of obtaining the sanction plan and all other required clearances, permissions and approvals from all the concerned Authorities.

9. **INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS:**

9.1 All costs and expenses for the Development of the Project shall be borne by the Second Party.

9.2 The total revenues in terms of sale proceeds of the saleable constructed area of Project available on the land holding of first party (excluding the Excluded Receipts, if any) shall be shared by the First Party and the Second Party in the agreed ratio.

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



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- 9.3 It has been decided that, the accounts of sale of the total saleable spaces/units in the Project to the transferees shall be made by the Second Party and the sale proceeds shall be collected by the Second Party. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees shall be deposited in a separate bank account as per WB-HIRA.
- 9.4 With effect from the month when booking of flats will be started, by the 15<sup>th</sup> day of each succeeding month, the Second Party will write to the First Party, enclosing a statement containing details of adjustments and transactions entered into with persons for sale / lease or otherwise Transfer of spaces in the Project along with the statement of the Specified Account, during the immediately preceding English calendar month, cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, with relevant particulars and other details.
- 9.5. The agreed Revenue share will be distributed amongst the parties herein keeping in mind the provisions of WB Hira Act in the following manner:
- (a) 30% of total collected net sales proceeds will be distributed between the parties herein at the Agreed Ratio and shall be remitted to the first party along with the statement.
- (b) Amounts transferred being 70% net sales proceeds from WB Hira reserve account will also be distributed between the parties herein as per agreed ratio immediately upon crystallization.
- (c) Any revenue generated from the project shall be shared between the parties as per agreed ratio.

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Director

PVC Wires & Cables Pvt. Ltd.



Director



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**Alipore, South 24 Parganas**

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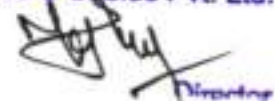
- 9.6 GST and/or any other taxes in respect of the sale of the Units to the transferees shall be collected by the Second Party from the transferees and deposited in the Specified Account mentioned above. The Second Party shall be liable to deposit of such Taxes collected from the transferees of saleable units with the concerned authority in accordance with law and complying with applicable provisions regarding the same.
- 9.7 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 Second Party shall deduct TDS from First Party's share of revenue.
- 9.8 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, to or from each other. Apart from the share or dues of First Party in the sale proceeds of the Project, the First Party shall have no other share or interest in any other head or account arising out of the Development of the Said Property.
10. **FIRST PARTY'S OBLIGATIONS :** The First Part shall:
- (i) Co-operate with the Second Party in all respect for development of the 'Said Property' in terms of this agreement.
- (ii) 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 Second Party to undertake construction of the new building and/or buildings in accordance with the said plan.

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(iii) Execute one or more Registered Power of Attorney/s, in favour of the Second Party or its representative/s, as may be required for the development of the 'Said Property' and also for sale of flat/Units or constructed spaces in terms of this agreement and execution of Deed of Conveyance on behalf of the First Party.

(iv) Shall undertake all necessary steps as may be advised by the Second Party for amalgamation of the neighbouring premises to be developed by the part of the Second Part for integrated Development of the amalgamated Premises.

**10.1 THE FIRST PARTY HAS FURTHER AGREED BY WAY OF NEGATIVE COVENANTS:**

(i) Not to cause any interference or hindrance in the development of the 'Said Property' by the Second Party.

(ii) Not to do any act, deed or thing whereby the Second Party is prevented from selling, assigning or disposing of any portion of the said project.

(iii) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the 'said Property' save and except if the Second Party create mortgage for availing construction finance.

**11. SECOND PARTY'S OBLIGATIONS:** The Second Party at its own cost and 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

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Director

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comply with the lawful requirements of all the authorities for the development of the 'Said Property'.

- (ii) Remain responsible for due compliance with all statutory requirements whether local, state or central including Environment Department, Pollution control Board, West Bengal Fire and Emergency Services and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the First Party, saved harmless and fully indemnified from and against all actions, suits and proceedings.
- (iii) Determine and ascertain the carpet area, balcony areas, 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 market scenario.
- (iv) In consultation with the Architect, shall determine as to what quality and specifications of building materials are to be used in construction of the new buildings in the Project.
- (v) In consultation with the First Party be entitled to make any changes, variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned municipal or the sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the First Party.
- (vi) During the period of construction of the Project, the First Party may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions/observations, if made on such

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inspection, shall be communicated to the Corporate Office of the Second Party, who may discuss the same with the Architect and implement, if feasible.

(vii) Remain responsible for any accident and/or mishap taking place while undertaking demolition of the existing structures, if any, at the 'Said Property' and during the course of development and has agreed to keep the First Party, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, in relation thereto.

(viii) Not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the 'Said Property' or any part or portion thereof.

(ix) Not expose the First Party 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 new building/s.

(x) 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 of the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the it to be paid performed and observed.

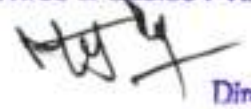
(xi) Comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the sanctioned Building Plan.

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- (xii) Responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor engaged by it for any work, dispute, accident or injury to such persons in the course of the proposed development on the 'Said Property'.
- (xiii) At the earliest, obtain from the Competent Authorities, sanction of the Building Plan and pay the sanction fee.
- (xiv) Responsible to arrange all necessary finances and/or funds for the development of the Project. However, if required the First Party shall extend all necessary co-operation in this regard.
- (xv) 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 beneficial use of the Units.
- (xvi) On and from the date of this Agreement, in charge of the Said Property and further bear and pay all costs and expenses on account of security and safety of the Said Property.
- (xvii) Not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the Said Total Land.
- (xviii) Comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- (xix) 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.

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**Director**



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(xx) For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project be responsible and authorized to receive entire (on behalf of both parties herein) earnest money, advances, deposits, considerations and other amounts payable by the Unit Owners for the sale and Transfer of their respective Units in their favour and give valid receipts and discharges therefor.

(xxi) Solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the First Party, 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 Said Property 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.

(xxii) A substantial amount has been deposited by the first party with the Kolkata Municipal Corporation on account of sanction of the building plan. The second party shall make all endeavour to have the said amount adjusted with the sanction fee to be paid for sanction of the building plan for the project, however, the second party shall not be held liable and/or responsible if Kolkata Municipal Corporation does not adjust the same. The first party shall not make any claim with the second party for the same. In case of adjustment of the said substantial amount by KMC the second party shall return/refund the said substantial amount to the first party within 7 days from the refund/adjustment by KMC. And decision with regard thereto shall be taken upon mutual consent.

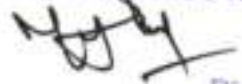
(xxiii) There is a pond on the portion of the property owned by the first party. The second party shall make an endeavour to have the Floor

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Area Ratio (FAR) of the said pond of the proposed project to be taken into consideration in the sanctioned building plan and sharing of the revenue shall be calculated amongst the parties in the same ratio. The second party shall keep the first party informed of the situation and decision with regard to shall be taken upon mutual consent.

12. **PROJECT DECISIONS** : The Second Party shall, in consultation with the First Party in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of all matters including, but not limited to the following and the same will be binding on the:

- (i) Nature of development : Residential and/or commercial/mix use.
- (ii) Materials to be used for the Project.
- (iii) The name of the Project will be decided mutually by the second party.

**13. PROCEDURE:**

- 13.1 Simultaneously upon execution and registration of this agreement, the First Party Shall execute aRegistered Power of Attorney in favour of the Second Party 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 and also for pursuing and following up matter with Municipal Authority and other authorities, also for entering into agreement for sale of Units with the prospective Transferees along with the right to sell the First Party's allocation area and execution of Deed of conveyance in favour of prospective transferees on behalf of the First Party.
- 13.2 Apart from the execution of the Specific Power of Attorney, the First Party shall execute as and when necessary all papers, documents,

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plans, etc. for the purpose of development of the "Said Property" in terms of this Agreement.

**14. BUILDING:**

14.1 The Second Party shall at its own costs and efforts shall construct, erect and complete the New Building to be constructed for the development of the 'Said Property'/Amalgamated Property, in accordance with the sanctioned plan and as per agreed specification.

14.2 The Second Party shall be authorized in the name of the First Party 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 First Party for the construction of the building, however, first party shall not be liable and/or responsible with regard to the quantity and quality thereof in any manner whatsoever.

**15. COMMON PURPOSES:**

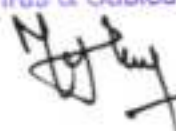
15.1 As a matter of necessity each of the First Party and the Second Party and all persons deriving right title or interest from them or any of them, in using and enjoying the Units and other Transferable Areas in the Building Complex would be bound and obliged to pay the amounts and outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Second Party and adopted for or relating to the Common Purposes. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of the Transferable Areas or any part thereof, the First Party and the Second Party shall respectively necessarily incorporate and ensure the payment of such amounts and outgoings and fulfillment and compliance of all such

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payments restrictions obligations conditions and covenants by the Transferees.

15.2 The Second Party shall upon completion of the proposed project form one society or Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be responsible for all acts relating to the Common Purposes.

15.3 The Second Party shall frame a scheme for the management and administration of the New Buildings and the maintenance shall be handed over by the Second Party at an appropriate time to a separate body. The First Party hereby agrees to abide by the decisions taken by the Second Party for the management of the common affairs of the New Buildings so long as it does not prejudice its rights, title and interest under this Agreement in any manner.

15.4 After 30 days from such date of issue of notice of completion to be given by the Second Party upon constructing, completing and making habitable the same and obtaining the necessary Occupation Certificates in respect thereof, the New Buildings shall be deemed to be ready for possession, and thereafter the Second Party shall be entitled to charge maintenance charges in respect of such completed areas from the Transferees.

#### 16. FORCE MAJEURE:

16.1 Notwithstanding anything contained under this Agreement, the parties herein shall not be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules,

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Director

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Director

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Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Second Party or the First Party, as the case may be.

16.2 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Second Party 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.

**17. FIRST PARTY'S INDEMNITY:**

17.1 The First Party hereby undertake that the Second Party shall be entitled to develop the 'Said Property' and shall enjoy its allocated space without any interference and/or disturbance PROVIDED the Second performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

17.2 The First Party shall not do any act, deed or thing whereby the Second Party shall be prevented from construction and completion of the said New Building/s.

17.3 The First Party agree to indemnify, keep indemnified, defend and hold harmless the Second Party and its directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to the right, title, ownership and interest in, to or upon the said Premises.

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 Director

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 Director

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- 17.4 The First Party will do all the necessary acts and deed in relation to amalgamation of the said Property with the other properties acquired by the Second Party.
- 18. SECOND PARTY'S INDEMNITY:** The Second Party hereby undertakes to keep the First Party indemnified against:
- 18.1 All third party claims and actions arising out of any sort of act or omission of the Second Party in or relating to the development / construction of the said Property.
- 18.2 All actions suits costs proceedings and claims that may arise out of the Second Party's action with regard to the development of the 'Said Property' and/or in the matter of construction of the said Building and/or for any defect therein.
- 18.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Second Party, the Architect or their labour or contractors, the same shall be on account of the Second Party.
- 18.4 Not to transfer and/or assign this Agreement in favour of any third party, without the prior written consent of the First Party. Further any transfer of shares of the Second Party that may result in the management and control of the Second Party being transferred to anyone else shall be deemed to be an assignment without consent. Similarly, any transfer of shares of the First Party that may result in the management and control of the First Party being transferred to anyone else shall be deemed to be an assignment without consent.

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Director



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- 18.5 Any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Second Party, of the Applicable Laws for development and construction of the Project.
- 18.6 The Second Party shall indemnify and shall always keep the First Party, 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 First Party shall at the cost of Second Party defend any action filed in respect of such injury 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 Said Total Land.

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**19. MISCELLANEOUS:**

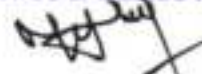
- 19.1 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction 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.
- 19.2 The First Party 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.
- 19.3 If at any time additional / further constructions become permissible on the Said Total Land due to change in any law or Building Rules or as mentioned in clause 10(v) above, then such additional / further constructions shall be made by the Second Party at its own costs and the net sale revenue shall be shared by the First Party and the Second Party in the agreed ratio as mentioned in clause 5.
- 19.4 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed

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to have been served on the other party if delivered by hand or sent by pre-paid registered post.

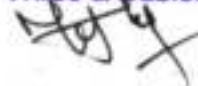
- 19.5 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the First Party to the Second Party or creation of any right, title or interest in respect thereof in favour of the Second Party other than an exclusive license to the Second Party to commercially exploit the same in terms hereof.
- 19.6 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 First Party and Second Party.
- 19.7 The First Party and the Second Party have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Second Party and the First Party.
- 19.8 Stamp Duty, or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the First Party's allocation by the Second Party to the First Party shall be paid by the First Party in case of First Party wish to retain constructed areas.
- 19.9 After the completion of the project, the Purchasers/owners of all apartments, units shall form an Association, and all the parties hereto shall cause each of the Apartment / Unit First Party to whom they would transfer their respective right, title and interest out of their respective allocation area, to compulsorily become a member of such Association. After formation of the Owners' Association, the Board of

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Management thereof shall be entitled to delegate the day to day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purpose.

19.10 All the apartment / space owners including the First Party herein shall abide by such rules, regulations and bye laws, as may be made applicable by the Second Party 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.

19.11 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.

19.12 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agree to hold in confidence and shall not disclose in any manner to any third party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.

**The foregoing shall not apply if:**

- (i) Such information is in the public domain through no fault of the disclosing Party;
- (ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or

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(iii) Such information was furnished to the receiving party by a third party as a matter of right without restriction on disclosure.

19.13 All Municipal rates and taxes and outgoings in respect of the said Property from the Commencement Date hereof till the completion of the Building Complex, shall be borne and paid by the Second Party.

19.14 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19.15 The name of the New Buildings shall be decided by the Second Party.

19.16 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

19.17 No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

19.18 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

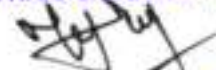
19.19 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing

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executed by all the Parties and expressly referring to the relevant provision of this Agreement.

19.20 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, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All 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.

19.21 The signatory executing this Agreement on behalf of the First Party and Second Party, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the First Party and Second Party, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.

19.22 The First Party and Second Party 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 others 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 First Party and Second Party in their behalf.

Merlin Projects Ltd.



Director

PVC Wires & Cables Pvt. Ltd.



Director



District Sub-Register-ii  
Alipore, South 24 Parganas

- 3 JAN 2019

- 19.23 The Government of West Bengal has already introduced West Bengal Housing Industry Regulatory Act, 2017 (WB-HIRA) as per the central Govt. Real Estate Regulatory Act and parties herein will comply with their respective obligation under the said Act.
- 19.24 Mr. Mahesh Kumar Agarwal and/or any person duly authorized by him shall deal with the Second Party in every respect of all matters concerning this Agreement or for development of the Said Property. Any decision taken by Second Party in consultation with the said Mr. Mahesh Kumar Agarwal and/or his authorized representative shall be final and binding upon the First Party conclusively and shall not be questioned or challenged at any time thereafter and Mr. Saket Mohta Director of the Second Party is hereby irrevocably and unequivocally authorized by the Second Party to exclusively deal with the First Party in every respect of all matters concerning this Agreement or for development of the Said Land.
- 19.25 If require, the parties herein may at a later date enter into a Supplementary Development Agreement with respect to the proposed Amalgamated Premises.
- 19.26 In case the Second Party fails get the Plan sanctioned from Municipal Authority within 2(two) years from the date of this Agreement for any reason whatsoever in that event the parties herein may mutually decide to terminate this Agreement. In case of Termination of this Agreement the parties herein will reverse the action, if any undertaken for amalgamation of the Said Property with other adjacent Properties.
- 19.27 The Roof of the said building and/or buildings forming part of the new building and/or buildings shall be for common use and enjoyment of the Parties herein and/or persons claiming through or under them it

Merlin Projects Ltd.

Director

PVC Wires & Cables Pvt. Ltd.

Director



**District Sub-Register-II**  
**A Floor, South 24 Parganas**

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being expressly agreed and declared that in the event of any part or portion of the Roof being utilized and/or being permitted to be utilized for hoarding, display and/or installation of antenna or in any manner whatsoever then and in that event the gross receipts consequent to such utilization of such part of the roof shall be shared between the First and the Second Party in similar proportion of sharing revenue.

**20. GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION:**

20.1 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.

20.2 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.

**21. DISPUTE RESOLUTION AND FORUM:**

21.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to the sole arbitration by an arbitral tribunal to be appointed by the parties; the First Party shall be entitled to jointly appoint one Arbitrator and the Second Party shall be entitled to appoint another Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator to constitute the arbitral tribunal. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996,

**Merlin Projects Ltd.**

  
Director

**PVC Wires & Cables Pvt. Ltd.**

  
Director

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**District Sub-Register-II  
Alipore, South 24 Parganas**

**- 3 JAN 2019**









and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.

21.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**22. REGISTRATION AND LEGAL MATTERS:**

22.1 All legal documents, conveyancing and registration of the entire project shall be done by Mrs. Manju Agarwal, Advocate or her nominated Advocate.

**23. MORTGAGE OF LAND FOR LOAN:**

23.1 The Second Party shall be entitled to arrange financing for the Project / corporate loan by a Bank / Financial Institution (**Financier**). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Second Party shall be entitled to deposit original title deeds and documents of the Said Property with the Financier as security for the purpose of said loan in the manner that the Financier shall not have any right or lien in respect of the First Party's share of Project Revenues. For the aforesaid purpose, the First Party will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such loan, Provided that the First Party shall not have any liability whatsoever to repay the loans obtained by the Second Party and/or any interest, penalty or other amounts relating to the said loan and the Second Party hereby indemnifies and agrees to keep

**Merlin Projects Ltd. PVC Wires & Cables Pvt. Ltd.**

  
Director

  
Director

11

11

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Alipore, South 24 Parganas

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indemnified the First Party against any claim, liability or loss whatsoever relating to said loan. The Second Party undertakes to make timely repayment of the said loan without any default.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(SAID PROPERTY)**

**ALL THAT** the piece and parcel of land total measuring 18348 square meters equivalent to 13 Bighas 7 Cotthas 2 Chittaks be a little more or less, comprised in Touzi No. 238, C.S. Khatian No. 1522, Revisional Khatian Nos. 2549-2550, 2958-2959, 2579-2580, 2545-2546, 2954-2955, Dag Nos. 817, 818, 820, 822, 816 respectively and Touzi Nos. 235, 237, 240 C.S. Khatian No. 1854, Revisional Khatian Nos. 2551-2552, 2960-2961, 2581-2582, 2547-2548, 2956-2957, Dag Nos. 809, 810, 811, 830, 831 respectively and Touzi No. 237, C.S. Khatian No. 1444, Revisional Khatian No. 43, Dag No. 821 together with covered by Building and structure, plot situate lying at and being premises No. 1, Ishan Ghosh Road, Kolkata-700008, K.M.C. Ward No. 122, Borough-XIII, Police Station Thakurpukur, Mouza Purba Barisha being butted and bounded in the manner as follows:

**ON THE NORTH:** Partly by premises No. 395, Motilal Gupta Road, partly by Shed of Hard Metal Co. Limited.

**ON THE SOUTH:** Partly by premises No. 3, Ishan Ghosh Road, partly by premises No. 3/1, Ishan Ghosh Road and partly Ishan Ghosh Road.

**ON THE EAST:** Partly by Pond partly by premises No. 12/12, Ishan Ghosh Road and partly Ishan Ghosh Road.

**ON THE WEST:** Partly by 7.5 M. K.M.C. Road called Ishan Ghosh Road and partly by premises No. 3/1, Ishan Ghosh Road.

**Merlin Projects Ltd. PVC Wires & Cables Pvt. Ltd.**

  
Director

  
Director



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**THE SECOND SCHEDULE ABOVE REFERRED TO  
(SPECIFICATIONS)**

| <b>Bedrooms</b>            |                                     |
|----------------------------|-------------------------------------|
| <b>Floor</b>               | High quality Vitrified Tiles.       |
| <b>Walls &amp; Ceiling</b> | Wall Putty or POP (Ready to Paint). |

| <b>Kitchen</b>                |                                                                                                               |
|-------------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>Walls</b>                  | Glazed tiles up to 2'-0" above counter.<br>Balance Wall Putty or POP (Ready to Paint).                        |
| <b>Floor</b>                  | Anti-skid ceramic tiles of reputed brand.                                                                     |
| <b>Counter</b>                | Granite.                                                                                                      |
| <b>Fitting /<br/>Fixtures</b> | CP fittings of ESSCO, ESS - ESS, RAK or equivalent<br>make, Stainless Steel Sink & Provision for Exhaust fan. |
| <b>Ceiling</b>                | Wall Putty or POP (Ready to Paint).                                                                           |

| <b>Balcony</b>             |                              |
|----------------------------|------------------------------|
| <b>Floor</b>               | Anti-skid ceramic tiles.     |
| <b>Walls &amp; Ceiling</b> | Wall Putty (Ready to Paint). |

| <b>Bathrooms</b> |                                                                                                                                       |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Walls</b>     | Combination of glazed ceramic tiles of Asian, Johnson,<br>Orient or equivalent make till 7 ft height, Wall Putty<br>(Ready to Paint). |
| <b>Floor</b>     | Anti-skid ceramic tiles.                                                                                                              |

Merlin Projects Ltd. PVC Wires & Cables Pvt. Ltd.

Director



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A Floor, South 24 Parganas

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|                                           |                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Fitting/<br/>Fixtures</b>              | CP fittings of ESSCO, ESS - ESS, RAK or equivalent make, wash basin & WC, Provision for Exhaust fan.                  |
| <b>Sanitary<br/>Ware/ CP<br/>Fittings</b> | Parryware / Hindware / RAK or equivalent brands sanitary ware and ESS-ESS / RAK or equivalent brands for CP fittings. |
| <b>Doors &amp; Windows</b>                |                                                                                                                       |
| <b>Entrance Doors</b>                     | Decorated Flush Door.                                                                                                 |
| <b>Internal Doors</b>                     | Flush Door Painted.                                                                                                   |
| <b>Windows</b>                            | Powder coated Aluminium Finish.                                                                                       |

|                                                                                                                                 |                                         |
|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>Electrical</b>                                                                                                               |                                         |
| Modular switches (Havells / Anchor / Philips or equivalent make) and copper wiring inside flat for necessary electrical points. |                                         |
| <b>Power Points</b>                                                                                                             | For common areas.                       |
| <b>intercom<br/>system</b>                                                                                                      | Between apartment to all service areas. |

|                                                                                                               |  |
|---------------------------------------------------------------------------------------------------------------|--|
| <b>Security System</b>                                                                                        |  |
| CCTV for Entrance lobby at Ground floor, entry & exit of the complex & Community Hall & other amenities room. |  |

|                           |                                                         |
|---------------------------|---------------------------------------------------------|
| <b>Lobby</b>              |                                                         |
| <b>Entrance<br/>Lobby</b> | Exquisitely designed at ground floor.                   |
| <b>Other Floors</b>       | Combination of one or more of Indian Marble / Granite / |

Merlin Projects Ltd.



Director

PVC Wires &amp; Cables Pvt. Ltd.



Director



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Alipore, South 24 Parganas

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|       |                                                                     |
|-------|---------------------------------------------------------------------|
|       | Vitrified Tiles, Stone-cladding / Acrylic Emulsion / wall covering. |
| Lifts | OTIS / KONE / SCHINDLER of equivalent.                              |

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 AND DELIVERED BY THE  
FIRST PARTY at Kolkata in the  
presence of:

Witnesses:

1. Jagdish Baidya  
22 PPS Road  
Kolkata 33

2. Ganlain Roy

PVC Wires & Cables Pvt. Ltd.

  
Director

(MAHESH KUMAR AGARWAL)  
DIRECTOR  
FOR PVC WIRES & CABLES PVT. LTD.  
FIRST PARTY

SIGNED AND DELIVERED BY THE  
SECOND PARTY at Kolkata in the  
presence of:

Witnesses:

1. Jagdish Baidya  
22 PPS Road  
Kolkata-33

2. Ganlain Roy  
22, P.A. Shah Road  
Kolkata - 700033

Merlin Projects Ltd.

  
Director

(SAKET MOHANTA)  
DIRECTOR  
FOR MERLIN PROJECTS LIMITED  
SECOND PARTY

Prepared by me  
Anand K Roy  
Advocate  
Alipore Bar Office  
Kolkata - 700027  
No. 374/06



*District Sub-Registrar-II*  
*Medinipur, South 24 Parganas*


- 3 JAN 2019



**MEMO OF CONSIDERATION**

Received from the Merlin Projects Limited a sum of Rs. 1,50,00,000/- (Rupees one crore fifty lakh) only by Cheque, as and by way of Refundable Interest Free Security Deposit.

PVC Wires & Cables Pvt. Ltd.

  
Director

(MAHESH KUMAR AGARWAL)  
DIRECTOR  
FOR PVC WIRES & CABLES PVT. LTD.  
FIRST PARTY

Witnesses:












1. Jagdish Kumar

2. Gaurav Singh

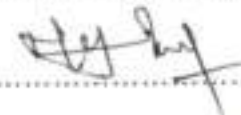













  
District Sub-Registrar-II  
Alipore, South 24 Parganas

- 3 JAN 2019

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

Name: MAHESH KUMAR AGARWAL

Signature: 

|                                                                                    |            | 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 |
|-------|------------|-------|------------|------------|-------------|--------------|
| PHOTO | left hand  |       |            |            |             |              |
|       | right hand |       |            |            |             |              |

Name:

Signature: .....



District Sub-Registrar-II  
Alipore, South 24 Parganas

- 3 JAN 2019

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-032452564-1 Payment Mode Online Payment  
GRN Date: 03/01/2019 12:36:48 Bank : IDBI Bank  
BRN : 196769553 BRN Date: 03/01/2019 12:39:18

DEPOSITOR'S DETAILS

Id No. : 16020000000765/4/2019  
[Query No./Query Year]

Name : MERLIN PROJECTS LTD  
Contact No. : Mobile No. : +91 9836745145  
E-mail :  
Address : 22 PRINCE ANWAR SHAH ROAD KOLKATA 700033  
Applicant Name : Mr Bapi Das  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

| Sl. No. | Identification No.    | Head of A/C Description                  | Head of A/C        | Amount[ ₹ ] |
|---------|-----------------------|------------------------------------------|--------------------|-------------|
| 1       | 16020000000765/4/2019 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 75021       |
| 2       | 16020000000765/4/2019 | Property Registration- Registration Fees | 0030-03-104-001-16 | 150053      |

In Words : Rupees Two Lakh Twenty Five Thousand Seventy Four only  
Total 225074










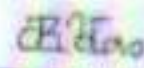
स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER  
**ACMPA9291M**

पं. नाम / NAME  
**MAHESH KUMAR AGARWAL**

पिता के पं. नाम / FATHER'S NAME  
**RAMESWARLAL AGARWAL**

जन्म तिथि / DATE OF BIRTH  
**04-04-1963**

हस्ताक्षर / SIGNATURE  


  
 आयकर अधीक्षक, 1 & 2, 41  
 COMMISSIONER OF INCOME TAX, W.B.-3

इस कार्ड के साथ / With this card you should carry the following documents  
 अपने अधिकारी को बुलाते / अपने कार्ड के  
 सारथक अकाउंट अंकुश,  
 07,  
 चौकरी बंगला,  
 बंगलूरु - 700 055.

In case this card is not found kindly refer to the following authority :  
 Assistant Commissioner of Income-tax,  
 P-2,  
 Chowringhee Square,  
 Calcutta- 700 001.



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

PVC WIRES AND CABLES PRIVATE  
LIMITED



15/11/1980

Permanent Account Number

AABCP4850H

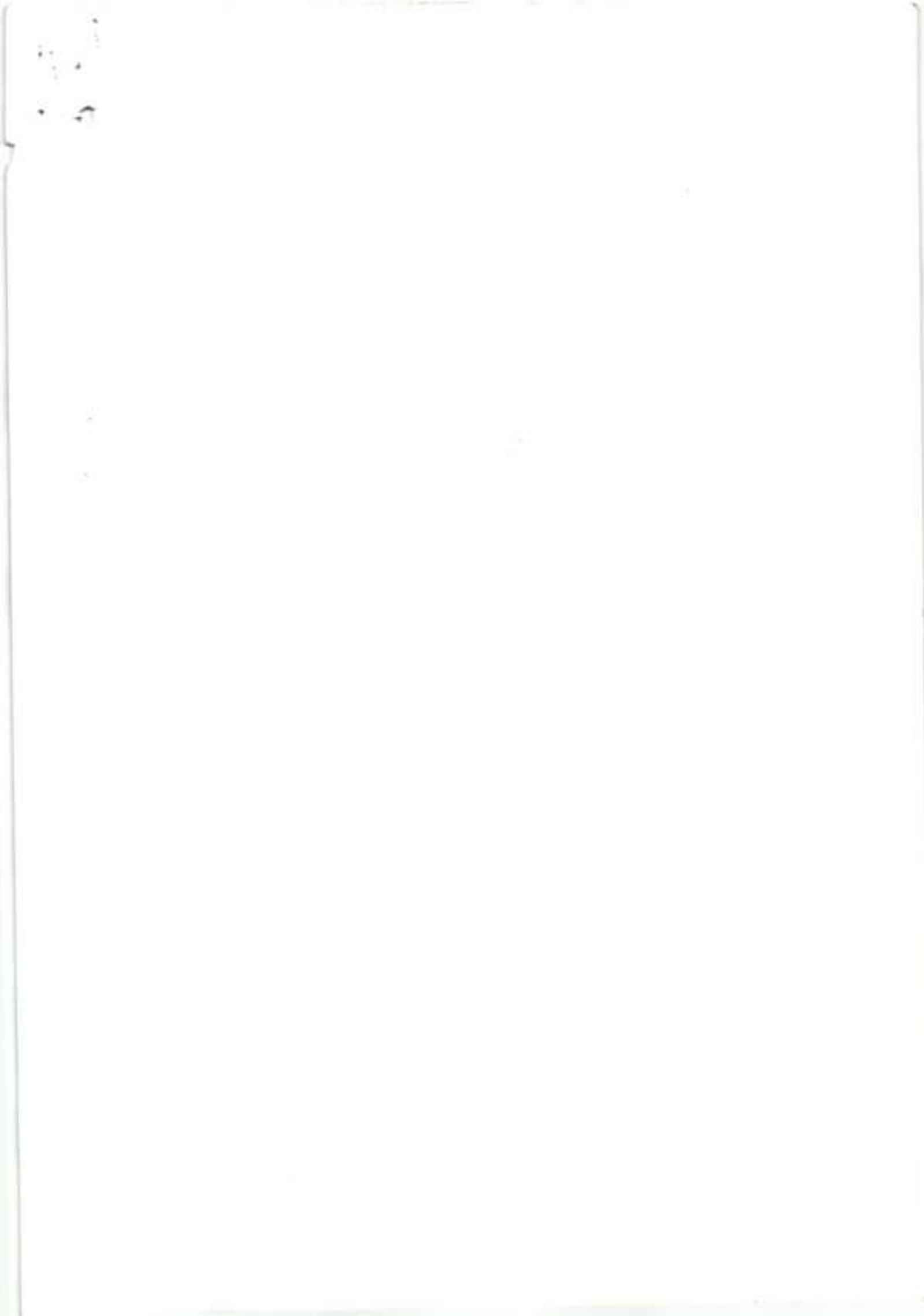
15/11/2000

यदि कार्ड खोया / किसी का कार्ड खोया जाय / if lost  
आयकर विभाग को 2402, नया राधा क्रीड़ा  
भवन, नया दिल्ली, भारत को  
दिए गए पता पर सूचना देनी चाहिए।  
आय. पु.सं. - 411 045

If this card is lost / someone's card is found  
please inform / return to  
Income Tax PAN Services Unit, NSDL,  
3rd Floor, Supreme Chambers,  
New Delhi Telephone Exchange,  
New Delhi - 411 045

Tel: 011-2612721/2722 Fax: 011-2612721/6081  
e-mail: nsdl@nsdl.co.in





=====

DATED THIS THE      DAY OF DECEMBER, 2013

=====

BETWEEN  
PVC WIRES & CABLES PRIVATE LIMITED  
FIRST PARTY  
AND  
MERLIN PROJECTS LIMITED  
SECOND PARTY

DEVELOPMENT AGREEMENT

Re.: Premise : No. 1, Ishan Ghosh Road,  
Kolkata-700008

L. P. MITAL & CO. ADVOCATES  
H. BRUCE CHAMBERS  
2ND FLOOR, ROOM NO. 9,  
70, HANMANI SHANKAR ROY ROAD  
KOLKATA-700001

\*\*\*\*\*

### Major Information of the Deed

|                                                              |                                                                                                                                                        |                                                          |            |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------|
| Deed No :                                                    | I-1602-00075/2019                                                                                                                                      | Date of Registration                                     | 04/01/2019 |
| Query No / Year                                              | 1602-0000000765/2019                                                                                                                                   | Office where deed is registered                          |            |
| Query Date                                                   | 01/01/2019 7:18:48 PM                                                                                                                                  | D.S.R. - I SOUTH 24-PARGANAS, District South 24-Parganas |            |
| Applicant Name, Address & Other Details                      | Bapi Das<br>Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830373677, 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 : 1,50,00,000/-]          |                                                          |            |
| Set Forth value                                              | Market Value                                                                                                                                           |                                                          |            |
| Rs. 2/-                                                      | Rs. 12,88,19,872/-                                                                                                                                     |                                                          |            |
| Stampduty Paid(SD)                                           | Registration Fee Paid                                                                                                                                  |                                                          |            |
| Rs. 75,521/- (Article:48(g))                                 | Rs. 1,50,053/- (Article:E, E, B, M(b), H)                                                                                                              |                                                          |            |
| Remarks                                                      | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)                                                        |                                                          |            |

#### Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ishan Ghosh Rd, Premises No: 1, , Ward No: 122 Pin Code : 700008

| Sch No               | Plot Number | Khatian Number | Land Use Proposed | Use ROR | Area of Land              | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-------------------|---------|---------------------------|-------------------------|-----------------------|---------------------|
| L1                   |             |                | Bastu             |         | 13 Bigha 7 Katha 2 Chatak | 1/-                     | 12,82,19,872/-        | Property is on Road |
| <b>Grand Total :</b> |             |                |                   |         | <b>440.7563Dec</b>        | <b>1 /-</b>             | <b>1282,19,872 /-</b> |                     |

#### Structure Details :

| Sch No                                                                                                                                                  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1                                                                                                                                                      | On Land L1        | 2000 Sq Ft.       | 1/-                     | 6,00,000/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tin Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>                                                                                                                                          |                   | <b>2000 sq ft</b> | <b>1 /-</b>             | <b>6,00,000 /-</b>    |                           |

#### Land Lord Details :

| Sl No | Name, Address, Photo, Finger print and Signature                                                                                                                                                                                                                               |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>PVC WIRES AND CABLES PRIVATE LIMITED</b><br>58, Chowringhee Road, P.O:- Middleton Row, P.S:- Shakespeare Saloni, District: Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AABCP4850H, Status : Organization, Executed by: Representative, Executed by: Representative |



Major Information of the Deed :- I-1602-00075/2019-04/01/2019





**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>MERLIN PROJECTS LIMITED</b><br>22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature                                                                                                                                                                                                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | <b>Mr Mahesh Kumar Agarwal</b><br>Son of Late Rameshwar Lal Agarwal 58, Chowringhee Road, P.O:- Middleton Row, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACMPA9291M Status : Representative, Representative of : PVC WIRES AND CABLES PRIVATE LIMITED (as Director) |
| 2     | <b>Mr Saket Mohta (Presentant )</b><br>Son of Shri Sushil Mohta 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKHPM9746Q Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Director)           |

**Identifier Details :**

| Name & address                                                                                                                                                                                                                                                                               |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Mr Saroj Kumar Ram<br>Son of Late A K Ram<br>Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr Mahesh Kumar Agarwal, Mr Saket Mohta |  |
|                                                                                                                                                                                                                                                                                              |  |

**Transfer of property for L1**

| Sl.No | From                                 | To. with area (Name-Area)           |
|-------|--------------------------------------|-------------------------------------|
| 1     | PVC WIRES AND CABLES PRIVATE LIMITED | MERLIN PROJECTS LIMITED-440.756 Dec |

**Transfer of property for S1**

| Sl.No | From                                 | To. with area (Name-Area)                   |
|-------|--------------------------------------|---------------------------------------------|
| 1     | PVC WIRES AND CABLES PRIVATE LIMITED | MERLIN PROJECTS LIMITED-2000.00000000 Sq Ft |



Major Information of the Deed :- I-1602-00075/2019-04/01/2019



Endorsement For Deed Number : I - 160200075 / 2019

On 02-01-2019

**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 12,88,19,872/-

*S-a*

Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 03-01-2019

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

Presented for registration at 15:45 hrs on 03-01-2019, at the Private residence by Mr Saket Mohta .

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

Execution is admitted on 03-01-2019 by Mr Mahesh Kumar Agarwal, Director, PVC WIRES AND CABLES PRIVATE LIMITED, 58, Chowringhee Road, P.O.- Middleton Row, P.S.- Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN - 700071

Identified by Mr Saroj Kumar Ram, , Son of Late A 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 03-01-2019 by Mr Saket Mohta, Director, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, P.O.- Tollygunge, P.S.- Charu Market, District-South 24-Parganas, West Bengal, India, PIN - 700033

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

*S-a*

Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 04-01-2019

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,50,053/- ( B = Rs 1,50,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,50,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/01/2019 12:39PM with Govt. Ref. No: 192018190324525641 on 03-01-2019, Amount Rs: 1,50,053/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 196769553 on 03-01-2019, Head of Account 0630-03-104-061-16

Major Information of the Deed :- I-1602-00075/2019-04/01/2019





**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 75,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 99535, Amount: Rs.500/-, Date of Purchase: 22/11/2018, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/01/2019 12:39PM with Govt. Ref. No: 192018190324525641 on 03-01-2019, Amount Rs: 75,021/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 196769553 on 03-01-2019, Head of Account 0030-02-103-003-02

*S-a*

**Samar Kumar Pramanick**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I | SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**



Major Information of the Deed :- I-1602-00075/2019-04/01/2019





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2019, Page from 3780 to 3836  
being No 160200075 for the year 2019.



*S-a*

Digitally signed by Samar Kumar  
Pramanick  
Date: 2019.01.07 11:29:18 +05:30  
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 07/01/2019 11:29:05  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)





Government of West Bengal

Office of the D.S.R. - I | SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

|                        |                                                                                                                                               |                      |                    |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| Query No / Year        | 1602000000765/2019                                                                                                                            | Serial No/Year       | 1602000069/2019    |
| Transaction id         | 0000019354                                                                                                                                    | Date of Receipt      | 04/01/2019 11:43AM |
| Deed No / Year         | I - 160200075 / 2019                                                                                                                          |                      |                    |
| Presentant Name        | Mr Saket Mohta                                                                                                                                |                      |                    |
| Land Lord              | PVC WIRES AND CABLES PRIVATE LIMITED                                                                                                          |                      |                    |
| Developer              | MERLIN PROJECTS LIMITED                                                                                                                       |                      |                    |
| Transaction            | [0110] Sale, Development Agreement or Construction agreement                                                                                  |                      |                    |
| Additional Transaction | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-] |                      |                    |
| Total Setforth Value   | Rs. 2/-                                                                                                                                       | Market Value         | Rs. 12,88,19,872/- |
| Stamp Duty Paid        | Rs. 500/-                                                                                                                                     | Stamp Duty Articles  | 48(g)              |
| Registration Fees Paid | Rs. 0/-                                                                                                                                       | Fees Articles        |                    |
| Standard User Charge   | 478/-                                                                                                                                         | Requisition Form Fee | 50/-               |
| Remarks                |                                                                                                                                               |                      |                    |

Stamp Duty Paid (Break up as below)

| By Stamp   |                    |                         |                 |               |               |
|------------|--------------------|-------------------------|-----------------|---------------|---------------|
| Stamp Type | Treasury or Vendor | Treasury or Vendor Name | Stamp Serial No | Purchase Date | Amount in Rs. |
| Impressed  | Vendor             | Suranjan Mukherjee      | 99535           | 22/11/2018    | 500/-         |

Other Fees Paid (Break up as below)

| By Cash              |  | Amount in Rs. |
|----------------------|--|---------------|
| Standard User Charge |  | 478/-         |

\*Total Amount Received by Cash Rs. 478/-

(Samar Kumar Pramanick)  
DISTRICT SUB-  
REGISTRAR  
OFFICE OF THE D.S.R. - I  
I SOUTH 24-PARGANAS



South 24-Parganas, West  
Bengal

