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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 463709

M.V. 8,66,46,103/-

1/1491A5/16

13/4/16
7.15/-

THIS JOINT DEVELOPMENT AGREEMENT made this the ¹³th day of April, Two Thousand Sixteen

BY AND BETWEEN

(1) MR. KIRAN CHAND JAIN (PAN No. ACJPI5533E) son of Bharudan Jain, (2) MRS. SNEH PRABHA JAIN (PAN No. ACWPJ0406H) wife of Kiran Chand Jain, (3) MR. RAJESH KUMAR JAIN (PAN No. ACVPJ8834G) son of Kiran Chand Jain, (4) MRS. RANU JAIN (PAN No. ACKPJ1777D) wife of Mr. Rajesh Kumar Jain, (5) MR. RAJ KUMAR JAIN (PAN No. ACVPJ1192R) son of Kiran Chand Jain, all are residing at BH 117, Salt Lake City, Sector - II, Post Office - Sech Bhawan, Police Station - Bidhan Nagar East, Kolkata - 700091, District - 24 Parganas (North), (6) TRIBHUVAN CONSTRUCTION PRIVATE

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

Addl. District Sub-Registrar
Bidhanagar, (Salt Lake City)

15 APR 2016

v/c
12/4/16

32982

18 MAR 2016

No.....Rs. 100/- Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS
STAMP VENDOR

Alipur Police Court, Kolkata - 700017

B. C. LAHIRI
Advocate
ALIPUR JUDGE'S COURT
KOLKATA - 27



~~N.C.T.I~~
377

MERLIN PROJECTS LTD.



Authorised Signatory



~~N.C.T.I~~
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Karan Chand Jain



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Bidhannagar, (Salt Lake City)



~~N.C.T.I~~
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Ranu Jain

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LIMITED (PAN No. AAAC9958P), a private Limited company, having its office at 158, Lanin Sarani, Post Office – Bowbazar, Police Station – Bowbazar, Kolkata – 700013, represented by its director Mr. Rajesh Kumar Jain and hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns), of the **FIRST PART**.

AND

MERLIN PROJECTS LIMITED (PAN No. AACCM0505B), a company incorporated under the Companies Act, 1956 having its Registered Office at Registered Office 79, Shaubhunath Pandit Street, Post Office – Elgin Road, Police Station – Bhowanipore, Kolkata - 700 020 and Corporate Office at 22, Prince Anwar Shah Road Post Office - Tollygunge, Police Station - Charu Market, Kolkata - 700 033, represent by its authorized signatory **Mr. Saket Mohita**, son of Mr. Sushil Mohita, hereinafter referred to as the **DEVELOPER** (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, administrators and/or assigns), of the **SECOND PART**.


WHEREAS:

- A) The Parties of the First Part are the joint Owners in respect of piece and parcel of Basti land measuring about 59.63 Decimal which equal to more or less 36 Cottah 01 Chatak 09 Sq. Ft. comprised in R.S. Dag No. 462 and 504, under I. R. Khata No. 73/6, 344, 524, 59/2, 405/1,

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 V.C.T. / 382

R.K. Jain
 V.C.T. / 383

TRIBHUWAN CONSTRUCTION PVT. LTD.
R.K. Jain
DIRECTOR

Md. Younus Ali
S/o. Md. Younus Ali
Vill. P.O. Hahara
P.S. - New Town
Kolkata - 700157
Business



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302/5 and 302/4, situated in Mouza - Mahishbathan, P.S - Bidhannagar East at present Bidhannagar Electronics Complex, J.L. No. 18, Kolkata - 700102, District 24 Parganas (North) within the limit of Bidhannagar Municipal Corporation are otherwise entitled to deal with the same, which is more fully described in the **FIRST SCHEDULE** and hereinafter referred to as the "Said Property".

- B) The Party of the Second Part being a reputed Developer, having experience in the development of Real Estate, with sufficient infrastructure and finance, have agreed to undertake the development of the 'Said Property' by constructing the building mainly for residential and/or Commercial purpose, in accordance with the plan to be sanctioned by the Municipal Corporation and/or concerned authority and as per the specification agreed with the parties of the First Part herein.

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

ARTICLE - I

DEFINITION

- 1.1 In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning **SAID PROPERTY** shall mean All That the Bastu land measuring about 59.63 Decimal which equal to more or less 36 Cottah 01 Chattak 09 Sq. Ft. comprised in R.S. Dag No. 462 and 504, under L.R. Khattan No. 73/6, 344, 524, 59/2, 405/1, 302/5 and 302/4.



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situated in Mouza – Mahisbathan, P.S – Bidhannagar East at present Bidhannagar Electronics Complex, J.I. No. 18, Kolkata – 700102, District 24 Parganas (North) within the limit of Bidhanagar Municipal Corporation (more fully and particularly described in the **FIRST SCHEDULE** hereunder written).

- 1.2 **SAID COMPLEX** shall mean the said building/s to be constructed on the "Said Property" including the common area, as earmarked for the common purpose.

- 1.3 **NATURE OF DEVELOPMENT** shall mean the development of the 'Said Property', by constructing predominantly multistoried residential building/s along with some commercial space, as may be approved by the Municipal Corporation and/or concerned authority, as agreed between the parties

- 1.4 **RATIO** shall mean as agreed between the parties, to share constructed area to be shared between the Owners and Developer in the new building/s, to be constructed on the 'Said Property', along with the car parking space, common areas and facilities to be provided therein.

- 1.5 **ARCHITECT AND OTHER CONSULTANTS** shall mean any person/s, agencies, who may be appointed by the Developer as consultants for designing and planning the proposed building/s to be constructed on the 'Said Property'



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- 1.6 **COMMON AREA** shall mean the area required for common use, ingress and egress, and amenities and facilities to be provided in the said complex.
- 1.7 **COMMON FACILITIES AND AMENITIES** shall mean all the facilities and amenities to be provided in the building to be constructed on the 'Said Property'.
- 1.8 **OWNERS** shall mean the above said (1) **MR. KIRAN CAND JAIN** son of Bharudan Jain, (2) **MRS. SNEH PRABHA JAIN** wife of Kiran Chand Jain, (3) **MR. RAJESH KUMAR JAIN** son of Kiran Chand Jain, (4) **MRS. RANU JAIN** wife of Mr. Rajesh Kumar Jain, (5) **MR. RAJ KUMAR JAIN** son of Kiran Chand Jain, all are residing at BH 117, Salt Lake City, Sector - II, Police Station - Bidhan Nagar East, Kolkata - 700091, District - 24 Parganas (North) and (6) **TRIBHUWAN CONSTRUCTION PRIVATE LIMITED**, a private Limited company, having its office at 158, Lanin Sarani, Police Station - Bowbazar, Kolkata - 700013, represented by its director Mr. Rajesh Kumar Jain, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns).
- 1.9 **DEVELOPER** shall mean the company **MERLIN PROJECTS LIMITED**, (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, administrators and/or assigns).
- 1.10 **ALLOCATION** shall mean, the constructed area, car parking space,



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to be allotted to for both parties, as per the agreed ratio, including proportionate undivided share in the land, common area, amenities and facilities in the proposed building/s to be constructed at the "Said Property" as more fully described in the **Article – X** appearing hereinafter.

- 1.11 **NEW BUILDING/BUILDINGS** shall mean and include the new building to be constructed by the Developer in accordance with the map or plan/s to be sanctioned by Municipal Corporation and/or concerned authority on the entirety of the 'Said Property'.
- 1.12 **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 the plans for any modification and/or additions, alternations thereof, hereinafter referred to as the '**Said Plan**'.
- 1.13 **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.
- 1.14 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building/s to the Purchasers thereof.
- 1.15 **TRANSFeree** shall mean a person, firm, limited company,



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association of persons to whom any space in the new building has been transferred.

1.16 **DEPOSITS/EXTRA CHARGES/TAXES** - shall mean the amounts to be deposited/paid by Owners/transferees of the units or their respective transferees as the case may be to the Developer.

1.17 **DEVELOPMENT RIGHTS** : shall refer to the right, power, entitlement, authority, sanction and permission to:

- i) The Owners hereby grants subject to what has been hereunder provided exclusive right to the Developer, to develop the 'Said Property' and to construct the new building/s thereon solely at its own costs and expenses in accordance with the plan to be sanctioned by the concerned authorities with or without any amendment and/or modifications thereof made or caused to be made by the Developer hereto.
- ii) All applications, plans and other permissions as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at their own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owners
- iii) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel



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(skilled and unskilled) or other persons to carry out the development and construction of the Project;

- iv) to carry out all the infrastructure and related work/ constructions for the Project, (excluding leveling of the Land), water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Land as per the Building Plan;
- v) to launch the Project for booking, advances and/or sale of the Unit(s) (together with the undivided interests in the Land) forming part of the Developer's Allocation and to exercise full, leasing, licensing or sale rights in respect of the super built up area on the Land forming the Developer's allocation and Owners allocation by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such transferees, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of such super built up area on the Land;
- vi) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the super built up area comprised in the Project and to be



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constructed on the Land as envisaged herein and appear before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration.

- vii) manage the Land and the built up areas and facilities/ common areas comprised in the project and constructed upon the Land and/ or to transfer/ assign such right of maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;
- viii) apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project; and
- ix) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, including taking construction/ project loan from a financial institution/s or bank with deposit of Title Deeds and the developer will have full right to create mortgage and charge over the share of the said land allocable to the Developer subject to the terms of the agreement as stated herein below and to do other acts and deeds as more elaborately stated in this Agreement



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- 1.18 **SALEABLE SPACE** shall mean the aggregate of Built Up Area of all the Units in the new building/s to be constructed and the covered or open car parking space/s 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.
- 1.19 **SAID LAND** shall mean the land more fully and particularly described in the First Schedule hereunder written.
- 1.20 **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.
- 1.21 Words importing singular shall include plural and vice versa.
- 1.22 Words importing masculine gender shall include feminine and neuter genders – like – wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE II

INTERPRETATION

In this agreement save and except as otherwise expressly provided -

- 2.1 all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require



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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



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

ARTICLE – III

REPRESENTATIONS AND ASSURANCE BY THE OWNERS

- 3.1 At or before entering into this agreement the Owners have assured and represented to the Developer as follows:
- i) That the Owners are the absolute Owners of the entirety of the 'Said Property' having a marketable title in respect thereof.
 - ii) That excepting the said Owners nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Property'.
 - iii) That the 'Said Property' is free from all encumbrances, charges, liens, lispendence, attachments, trusts, whatsoever or howsoever.
 - iv) That the Owners have continued to remain in possession of the 'Said Property' without any interruption or disturbance and/or



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claim on any part of the 'Said Property' by any person and/or persons.

- v) The Owners shall at their own cost, expenses and effort mutate the balance portion of said land to their name.
- vi) That the Owners have full power and authority to enter into this agreement to develop, then sell, transfer and/or deal with the 'Said Property' and the Owners have not entered into any agreement for sale, transfer lease and/or development, nor has created any third party's interest into or upon the 'Said Property' or any part or portion thereof.
- vii) That all rates, taxes, khazna and other outgoings payable in respect of the 'Said Property' up to the date of conversion of land for residential and/or Commercial purpose use have been paid and/or shall be paid by the Owners and the Owners have agreed to keep the Developer its successor and/or successors saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings.
- viii) That there is no suit or legal proceeding pending before any courts nor there is any threat of any legal proceedings being initiated against the Owners in respect of the entirety of the 'Said Property' on any account whatsoever or howsoever.



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- ix) That there is no notice of acquisition or requisition save and except part of Dag No. 462 has been acquired by HIDCO for extension road purpose.
- x) That the Owners do not hold excess vacant land under the meaning of Urban Land (Ceiling and Regulations) Act, 1976.
- xi) That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Land or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners and further the said Land is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners.
- xii) THAT the name of the Owners has been partly recorded in the relevant records of rights published under the West Bengal Land Reforms Act, 1955 and the Owners are agreed to record the rest part of land to their name in the records of rights published under the West Bengal Land Reforms Act, 1955, at their own cost and effort.

2.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owners, but in the event of any of the representations being found to be incorrect and/or false then and in that



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event it shall be the obligation of the Owners to cause the same to be remedied and/or rectified entirely at their own efforts and cost.

ARTICLE IV

DEVELOPER'S REPRESENTATION

- 4.1. The Developer has represented and warranted to the Owners that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of Development.

ARTICLE V

COMMENCEMENT OF AGREEMENT

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

ARTICLE VI

DEVELOPMENT RIGHTS

- 6.1. The Owners hereby grant subject to what has been herein provided exclusive right to the Developer to build upon and to exploit commercially the said land and to construct new building thereon in accordance with the plan or plans to be sanctioned by the Local Municipality with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.



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- 6.2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission from the appropriate authorities for carrying on smooth construction work at the said land and the Developer shall pay and bear all fees including architect's fees charges construction costs and expenses required to be paid or deposited for exploitation of the said land.
- 6.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive license to the Developer for the purpose of development of the said land in terms hereof and other than to deal with Developer's Share after providing the Owners Share as per the terms of these presents.

ARTICLE – VII

PLAN – PERMISSIONS

- 7.1 For the purpose of undertaking the development of the 'Said Property', the Developer shall prepare or cause to be prepared a map or plan and for the aforesaid purpose shall engage an architect of repute and shall also share such plans / drawings with the Owners before submission of the plan to the concerned authority for sanction .
- 7.2 The Developer shall obtain permissions, clearances, approvals and/or sanctions including the ULC from all the concerned authorities, as may



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be necessary and/or required for obtaining sanction of the said plan and shall be entitled to and agrees to make payment of the sanction fee and other amounts payable to all the concerned authorities for sanction of the said plan.

ARTICLE – VIII
OBLIGATIONS

8.1 The Developer shall:

- i) take all necessary steps for obtaining all permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute, and to comply with the lawful requirements of all the authorities for the development of the 'Said Property'.
- ii) Remain responsible for due compliance with all statutory requirements whether local, state or central 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 Owners, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- iii) remain responsible for any accident and/or mishap taking place while undertaking demolition of the existing structures at the 'Said Property' and also while constructing erecting and completing the said new building/s and/or buildings in accordance with the said plan and has agreed to keep the



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Owners, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- iv) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the development of the 'Said Property', in accordance with the said plan.
- v) 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.
- vi) not expose the Owners 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.
- vii) to 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 Developer to be paid performed and observed.
- viii) it shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the Building Plan



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- ix) the Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the 'Said Property'. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the 'Said Property'.
- x) The Owners shall execute a registered Power of Attorney in favour of Developer's representative/s to construct new building building/s on the said plot and also for mutation, conversion and others necessary permission/approvals from competent authorities of various departments including right to sell Owners and developers allocation in the proposed Building.

ARTICLE – IX
SECURITY DEPOSIT

- 9.1 That at the time of execution of this Development Agreement, the Developer paid to the Owners an interest free refundable security deposit of Rs 75,00,000/- (Rupees Seventy Five Lacs) only, which the Owners acknowledge to have received as per the Memo appearing



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hereinafter. The Owners shall refund the security deposit to the Developers in the following manners :-

- (i) Rs. 37,50,000/- (Rupees Thirty Seven Lacs Fifty thousand only) at the time of upon sanction of plan.
- (ii) Rs. 37,50,000/- (Rupees Thirty Seven Lacs Fifty thousand only) within 90 Days of plan sanction.

ARTICLE - X
TIME OF COMPLETION

10.1 It is further agreed between the parties that the developer shall complete the development of the 'Said Property' in all respects, maximum within 54 (Fifty Four) 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.;

ARTICLE - XI
SPACE ALLOCATION

11.1 In consideration of the above, it has been agreed by and between the parties hereto that the total saleable space in the said new building/s to be constructed, erected and completed at the 'Said Property', comprising of various apartments, units, commercial space, if any, and other constructed spaces, car parking spaces, shall be divided into two parts namely the Owners' allocation and the Developer's allocation.




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- 11.2 **OWNERS' ALLOCATION** shall comprise of All That the 35% of the constructed area, proportionate to the area constructed on the 'Said Property', together with proportionate undivided 35% share in the land, common areas, facilities, roof/terrace, car parking spaces (open and covered) and together with proportionate undivided 35% share in the land comprised in the 'Said Property', being and attributable to the Owners' allocation.
- 11.3 **DEVELOPER'S ALLOCATION** shall comprise of All That the 65% of the constructed area, proportionate to the area constructed on the 'Said Property', together with proportionate undivided 65% share in the land, common areas, facilities, roof/terrace, car parking spaces (open and covered) and together with proportionate undivided 65% share in the land comprised in the 'Said Property', being and attributable to the Developer's allocation.
- 11.4 The Owners and Developer and shall be entitled to enter into agreements for sale, transfer and/or long term lease in respect of their allocation, but it shall be the obligatory on the part of the Owners and Developer respectively to remain responsible whereby intending purchasers of their respective allocation shall be liable to contribute various amounts on account Deposit/Extra Charges.

Apart from the above said the Owners and Developer shall also be responsible and liable for payment of the corpus fund and advance maintenance charges payable proportionately to their respective allocation area. In the event, if the Owners deciding to retain for




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themselves, any of the flats, units, apartments, constructed spaces and car parking spaces then and in that event they shall be liable to pay and contribute the proportionate amounts as mentioned hereinabove, for such area retained by them to the Developer.

11.5 That it is agreed between the Owners and Developer that after receiving the payment of the entire amount of consideration, the Deed of the Conveyance will be executed by the Owners in favour of such intending Purchaser and the Developer will necessarily be a Confirming Party to such Deed of Conveyance and/or transfer, as the case may be.

11.6 The parties hereto shall subsequently, such Supplementary Agreement(s), as may be deemed necessary, for the purpose of specifying the allocation of the parties hereto or for clarifying any other issues by and between the parties.

ARTICLE – XII

OWNERS' OBLIGATIONS

12. **The Owners have agreed:**

(i) To provide all the title related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof.

(ii) The Owners have further agreed, that subsequent to obtaining the sanction plan, execution of Supplementary Agreement between Owners and Developer, recording their respective allocation space in



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the proposed development, if required, the Owners shall deposit the original title documents, with the bank, for obtaining the construction finance/loan by the Developer, for the construction and development of the 'Said Property' only.

(iv) To co-operate with the Developer in all respect for development of the 'Said Property' in terms of this agreement.

(v) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the said plan.

(vi) To execute one or more Registered Power of Attorney, in favour of the Developer or its representative/s, as may be required for the development of the 'Said Property'.

(vii) To execute one or more Registered Power of Attorney, in favour of the Developer or its representative/s, as may be required for the development of the 'Said Property' and also to sale developer's allocation in terms of this agreement

(viii) The Owners simultaneously with signing of this agreement shall handover peaceful vacant possession of the said property demarcated with boundary wall to the Developer.

12.1 The Owners have further agreed by way of negative covenants:



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- i) not to cause any interference or hindrance in the development of the 'Said Property' by the Developer.
- ii) not to do any act, deed or thing whereby the Developer is prevented from selling, assigning or disposing of any portion of the Developer Allocation.
- iii) not to let out, grant lease, mortgage or charge or in any way transfer or encumber the 'Said Property'.
- iv) that they shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of the ownership/title to the 'Said Property'.

ARTICLE – XIII

DEFAULT AND REMEDIES

13.1. It is agreed between the Owners and Developer that if for any unforeseen reasons and/or circumstances, attributed to the Owners, the Developer could not obtain the sanction plan and/or necessary approvals, clearances, permissions, in such event the Developer shall be entitled to cancel this agreement, and the Owners shall be responsible and liable for refunding the security amount paid till date, to the Developer within 60 (Sixty) days of cancellation of the agreement. Till the said security deposit amount along with interest



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accrued thereupon, is not refunded by the Owners to the Developer, the 'Said Property' shall remain in charge with the Developer.

ARTICLE - XIV
PROJECT DECISIONS

- 14.1 The Developer shall, in the best interest of the Project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following:
- i) nature of development : Residential and/or commercial/mix use.
 - ii) materials to be used for the Project.
 - iii) the name of the Project.

ARTICLE -XV
PROCEDURE

- 15.1 Simultaneously upon execution and registration of this agreement, the Owners shall execute a Registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining necessary permission for the purpose of mutation and conversion of the schedule land and also the right to sell the owners' allocation area.
- 15.2 It is agreed between the Owners and Developer that during the construction period, the Developer shall only be liable for making the payment of all the Municipal rates, taxes and all other outgoings including the khazna in respect of the 'Said Property', till handing over the respective allocation area to all the parties.



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ARTICLE - XVI
BUILDING

- 16.1 The Developer 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', in accordance with the said plan and further as per the specification.
- 16.2 The Developer shall be authorized in the name of the Owners 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 Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its representative/s as Power of Attorney and other authorities as shall be required by the Developer. Power of Attorney shall remain in force until the Completion Certificate issued by the concerned authority.

ARTICLE - XVII
FORCE MAJEURE

- 17.1 Notwithstanding anything contained under this Agreement, neither the Developer, nor the Owners shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules, Regulations or any Restrictions imposed by any



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Government or other Authority including any Judicial Authority, or by reason of war, civil commotion, or non-availability of skill manpower and/or raw materials or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owners, as the case may be.

- 17.2 The delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.

ARTICLE - XVIII
OWNERS' INDEMNITY

- 18.1 The Owners hereby undertake that the Developer shall be entitled to the development of the 'Said Property' and shall enjoy its allocated space without any interference and/or disturbance PROVIDED the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 18.2 The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said New Building/s.



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ARTICLE - XIX
DEVELOPER'S INDEMNITY

- 19.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said building.
- 19.2 The Developer hereby undertakes to keep the Owners indemnified and indemnifies the Owners against all actions suits costs proceedings and claims that may arise out of the Developer'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.
- 19.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.
- 19.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not assign and/or transfer this Development Agreement to any whatsoever.

ARTICLE - XX
MISCELLANEOUS



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- 20.1 The Owners shall be entitled to depute and/or keep at the site one of its employee / authorized representative who shall be responsible to the Owners till such time the project is completed PROVIDED HOWEVER such employee / representative of the Owners, shall not in any way interfere with the progress of the work at the 'Said Property'. However, the Owners shall only be responsible for any payment/fees to such employee /representative.
- 20.2 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owners.
- 20.3 .If the owners choose to market and/or sale their allocation through the Developer, in such case the Owners shall be responsible and liable to pay sales and marketing reimbursement to the Developer calculated @ 5% of sale consideration received against Owners Allocation.
- 20.4 Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered post with acknowledgement due to at the aforesaid addresses.
- 20.5 Stamp Duty, Registration Fees, Service Tax, Works Contract Tax, Value Added Tax 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 Owners'



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allocation by the Developers to the Owners shall be paid by the Owners.

- 20.6 After the completion of the project, the Owners of all the apartments, units shall form an Association, and all the parties hereto shall cause each of the Apartment / Unit Owners to whom they would transfer their respective right, title and interest out of their respective allocation area, to compulsary become a member of such Association. After formation of the Owners' Association, the Board of 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.
- 20.7 To abide by such rules, regulations and bye laws, as may be made applicable by the Developer for maintenance of the said complex, before the formation of the Holding Organization, and subsequently after the Holding Organization is incorporated, to comply with and/or adhere to all such rules, regulations and bye laws of such Holding Organization and /or Association.
- 20.8 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.
- 20.9 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



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

20.10 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.

20.11 The signatory executing this Agreement on behalf of the Owners and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the



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respective parties and this Agreement is binding on all the parties in accordance with its terms.

20.12 It is agreed between the parties that in future if Developer acquires and/or develop any neighboring and/or adjacent property of any third party and if required the Developer shall amalgamate such neighboring/adjacent property with the 'Said Property' for an integrated development and/or shall be entitled to provide the right of access to such properties, so acquired or to be developed, without creating any financial liability to the Owners, and the Owners hereby agrees to execute and sign all documents related to such amalgamation of two properties.

20.13 The Owners and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep 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 Owners and Developer in their behalf.

ARTICLE - XXI

GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION

22.1 In the event of any dispute or difference arising between the parties,



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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.

- 22.2 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.

ARTICLE - XXII
ARBITRATION

23. All disputes and differences by and between the parties hereto relating to or arising out of this Agreement or any act, deed or thing done or to be done in pursuance hereof shall be referred to the arbitration of Sole Arbitrator appointed jointly by Owners and Developer and the award made by such Sole Arbitrator shall be final conclusive and binding on the parties hereto. Such arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Sole Arbitrator shall have the powers to proceed summarily and make interim awards. The arbitration proceeding shall be conducted in English language and at Kolkata.

ARTICLE - XXIII
MORTGAGE OF PROPERTY FOR LOAN

24. It is agreed between the parties that the Developer shall be entitled to obtain a construction loan from financial institution/bank by creating a charge on the Developer's allocation of space and for such purpose,



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the Owners shall deposit title deeds in favour of such Bank/financial Institutions and sign necessary deeds, documents, agreements as may be required by the financial institution/bank. However, it is clarified that for such loan, no charges shall be created on the Owners' allocation of space and Owners shall not have any liability against such loan.

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

ALL THAT the pieces and parcel of total Bastu land measuring about 59.63 Decimal which equal to more or less 36 Cottah 01 Chattak 09 Sq. Ft. comprised in R.S. & L.R. Dag No. 462 and 504, under L.R. Khatian Nos. 73/6, 344, 524, 59/2, 405/1, 302/5 and 302/4, situated at Mouza – Mahishbathan. (Land Mark – Mahishbathan near Benuban), P.S – Bidhannagar East at present Bidhannagar Electronics Complex, J.I. No. 18, Kolkata – 700102, District 24 Parganas (North) within the limit of Bidhanagar Municipal Corporation along with structure measuring 100 Sq. Ft. .

Butted and bounded as follows:

ON THE NORTH: Part of R.S. Dag No. 462 & 504 ;

ON THE SOUTH: Part of 505 & 8' feet wide road ;

ON THE WEST: Part of R.S. Dag No. 504 & 505 ;

ON THE EAST: Part of R.S. Dag No 503 & 504 ;



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Bidhannagar, (Salt Lake City)

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

SIGNED AND DELIVERED BY THE PARTIES OF THE FIRST PART

at Kolkata in the presence of :

1. Md. Younis - Ali
Halliand, P.S. - New Town
Kolkata - 700157
2. Sagar Das
22, Prince Anwar Shah Road
Kolkata - 700033

Navin Chand Jain
R.K. Jain
R.K. Jain
R.K. Jain

TRIBHUWAN CONSTRUCTION PVT. LTD.

R. K. Jain

DIRECTOR

(FIRST PARTIES)

SIGNED AND DELIVERED BY THE PARTY OF THE SECOND PART

at Kolkata in the presence of :

1. Md. Younis - Ali
Halliand, P.S. - New Town
Kolkata - 700157
2. Sagar Das
22, Prince Anwar Shah Road,
Kolkata - 700033

MERLIN PROJECTS LTD.


Authorised Signatory

(SECOND PARTIES)




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Bidhannagar, (Salt Lake City)

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MEMO OF CONSIDERATION

Received from the Merlin Projects Limited. a sum of Rs. 75,00,000 /- (Rupees Seventy Five Lacs only) as and by way of interest free security deposit as per the memo given below:

By Cheque

dt. 13.04 2016

Rs 75,00,000/-

Rs.75,00,000/-

(Rupees Seventy Five Lacs only)

TRIBHUWAN CONSTRUCTION PVT. LTD.

R.K. Jain

DIRECTOR

Ritam Chand Jain
Ritu Jain
Ranu Jain
R.K. Jain
R. K. Jain

(OWNERS)

Witnesses:












1. Md. Younis - Al.
Haliakh. P.S. - NEWTON
Kolkata - 700157
2. Sagar Das
22, Prince Anwar Shah Road,
Kolkata - 700033

Drafted by
Srijan Chatterjee
Enrollment No. -
Haryana Bar Council
F-1520/12-15 of 2012



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Bidhannagar, (Salt Lake City)

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MERLIN PROJECTS LTD.












[Handwritten Signature]

Name: *[Handwritten Signature]*
 Authorised Signatory
MERLIN PROJECTS LTD.

Signature: *[Handwritten Signature]*
 Authorised Signatory

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Name: _____
 Signature: *Kiran Choud Jain*

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Name: _____
 Signature: *[Handwritten Signature]*














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Bidhannagar, (Salt Lake City)

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Name: _____

Signature: Ranu Jain

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 R.K. Jain	left hand					
	right hand					

Name: _____

Signature: R.K. Jain

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 R.K. Jain	left hand					
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Name _____

Signature: R.K. Jain



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Bidhannagar, (Salt Lake City)

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SHUWAN CONSTRUCTION PVT. LTD.

Name *R.K. Jai* DIRECTOR TRIBHUWAN CONSTRUCTION PVT. L.

Signature *R.K. Jai*

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Name


Signature

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Name

Signature




Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

13 APR 2016



I 0700/2016





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BIDHAN NAGAR, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15041000149145/2016

I. Signature of the Person(s) admitting the Execution at Private Residence.




Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr KIRAN CHAND JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR II, P.O.- SECH BHABAN, P.S.- East Bidhannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700091	Land Lord			Kiran Chand Jain 13-04-2016
2	Mrs SNEHA PRABHA JAIN B H 117, SALT LAKE CITY, Block/Sector: SECTOR I I, P.O.- SECH BHABAN, P.S.- East Bidhannagar, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700091	Land Lord			Sneha Prabha Jain 13-04-16



Query No:-15041000149145/2016, 13/04/2016 02:25:00 PM BIDHAN NAGAR (A.D.S.R.)



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mrs RANU JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR I I, P.O:- SECH BHABAN, P.S:- East Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700091	Land Lord			Ranu Jain 13/4/16
4	RAJ KUMAR JAIN B H 117, SALT LAKE CITY, Block/Sector: SECTOR I I, P.O:- SECH BHABAN, P.S:- East Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700091	Land Lord			R.K. Jain 13/04/2016
5	RAJESH KUMAR JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR I I, P.O:- SECH BHABAN, P.S:- East Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700091	Land Lord			R.K. Jain 13/04/16



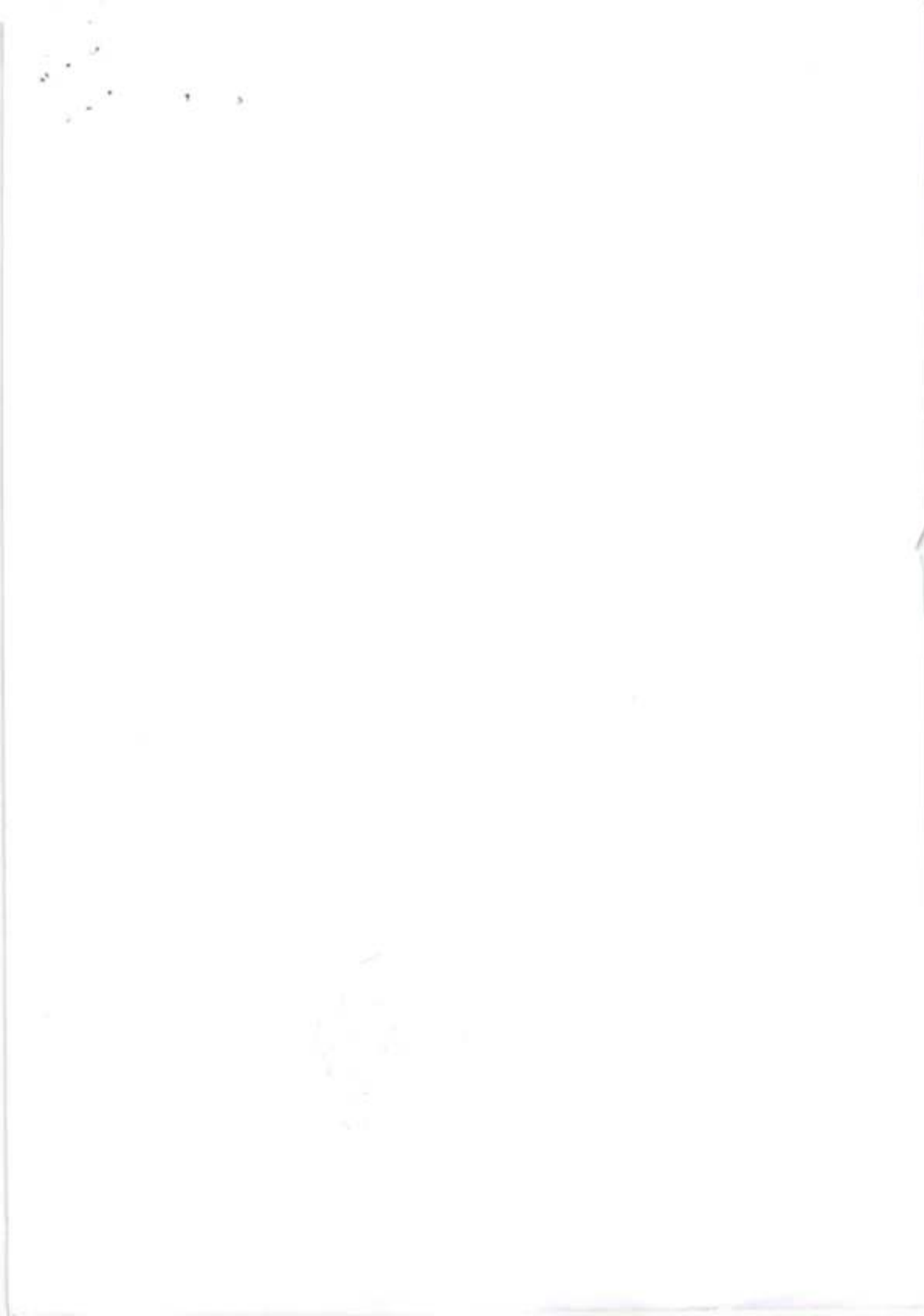


I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr RAJESH KUMAR JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR I, P.O:- SECH BHABAN, P.S:- East Bidhannagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700091	Representative of Land Lord [TRIBHUWAN CONSTRUCTION PVT LTD]			TRIBHUWAN CONSTRUCTION PVT. LTD. R. K. Jain 13.04.16 DIRECTOR
7	Mr SAKET MOHTA 79 SHAMBHUNATH PANDIT STREET, P.O:- ELGIN ROAD, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Representative of Developer [MERLIN PROJECTS LTD]			MERLIN PROJECTS LTD. Authorised Signatory 13-04-2016
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Md YOUNUS ALI Son of Md YEAKUB ALI HATIARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157	Mr KIRAN CHAND JAIN, Mrs SNEHA PRABHA JAIN, Mrs RANU JAIN, RAJ KUMAR JAIN, RAJESH KUMAR JAIN, Mr RAJESH KUMAR JAIN, Mr SAKET MOHTA		Md. Younus - Ali 13-04-2016	

(Goutam Sirna Roy)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BIDHAN NAGAR
 North 24-Parganas, West
 Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2016, Page from 25029 to 25083
being No 150400700 for the year 2016.



Digitally signed by GAUTAM SINHA RAY
Date: 2016.04.18 15:51:09 +05:30
Reason: Digital Signing of Deed

(Goutam Sinha Roy) 18/04/2016 3:51:08 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)



Duplicate

ভারতের নির্বাচন কমিশন
भारतीय निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD

GGC3755592



নির্বাচকের নাম : মদঃ ইউনুস আলি
Elector's Name : Md. Younus Ali
পিতার নাম : মদঃ ইয়াকুব আলি
Father's Name : Md. Yakub Ali
লিঙ্গ/Sex : পুরু/ M
জন্ম তারিখ
Date of Birth : 01/08/1968

Md. Younus Ali

GGC3755592

ধালা

মদঃ ইউনুস আলি, হাতিয়ারা, রাজহাট (নতুন নগর) জি.সি.
নং ১৯, ব্লক ২৪, পূর্ব, ৭০০১৫৭

Address:

MAJHER PARA, HATIARA, RAJARHAT
GOPALPUR-19, NEW TOWN, NORTH 24
PARGANAS, 700157

Date: 15/11/2010

১১-নভেম্বর ২০১০ তারিখের দিনে
স্বাক্ষরিত করেছেন

Facsimile Signature of the Electoral
Registration Officer for

115-Rajarhat New Town Constituency

ধালা পরিবর্তন করা হলে নির্বাচন কমিশনকে অবগত করা দিতে হবে।
নতুন ঠিকানা দেওয়ার ক্ষেত্রে পুরনো ঠিকানা বাদে নতুন ঠিকানা
স্বাক্ষরিত করে দিতে হবে।

In case of change in address mention the E and No.
in the relevant Form by including your name in the
part of the changed address and to attach the card
with your signature.

Md. Younus Ali



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[Faint handwritten signature]



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

I 0700/16

GRN: 19-201617-000110959-1

Payment Mode Online Payment

GRN Date: 13/04/2016 13:38:16

Bank : Indian Bank

BRN : IB13042016000664

BRN Date: 13/04/2016 13:48:32

DEPOSITOR'S DETAILS

Id No. : 15041000149145/2/2016

(Query No./Query Year)

Name : MERLIN PROJECTS LTD

Contact No. : Mobile No. : +91 9831246415

E-mail :

Address : 79 SAMBHU NATH PANDIT STREET KOLKATA 700020

Applicant Name : Mr SAKET MOHTA

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15041000149145/2/2016	Property Registration- Registration Fees	0030-03-104-001-16	82510 ✓
2	15041000149145/2/2016	Property Registration- Stamp duty	0030-02-103-003-02	74921 ✓

Total

157431

In Words : Rupees One Lakh Fifty Seven Thousand Four Hundred Thirty One only

Saket Mohta



Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
Sl. No	Name and Address of Presentant
1	Mr SAKET MOHTA 75 SHAMBHUNATH PANDIT STREET, P.O - ELGIN ROAD, P.S - Bhawanipore, Kolkata, District - South 24-Parganas, West Bengal, India, PIN - 700020
Land Lord Details	
Sl. No	Name, Address, Photo, Finger print and Signature
1	Mr KIRAN CHAND JAIN Son of BHARUDAN JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR 11, P.O - SECH BHABAN, P.S - East Bidhannagar, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Jain, Occupation: Others, Citizen of India, PAN No. ACJPJ5533E, Status: Individual, Date of Execution: 13/04/2016, Date of Admission: 13/04/2016, Place of Admission of Execution: Pvt. Residence
2	Mrs SNEHA PRABHA JAIN Wife of KIRAN CHAND JAIN B H 117, SALT LAKE CITY, Block/Sector: SECTOR 11, P.O - SECH BHABAN, P.S - East Bidhannagar, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Female, By Caste: Jain, Occupation: Others, Citizen of India, PAN No. ACWPJ0406H, Status: Individual, Date of Execution: 13/04/2016, Date of Admission: 13/04/2016, Place of Admission of Execution: Pvt. Residence
3	Mrs RANU JAIN Wife of Mr RAJESH KUMAR JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR 11, P.O - SECH BHABAN, P.S - East Bidhannagar, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Female, By Caste: Jain, Occupation: Others, Citizen of India, PAN No. ACKPJ1777D, Status: Individual, Date of Execution: 13/04/2016, Date of Admission: 13/04/2016, Place of Admission of Execution: Pvt. Residence
4	RAJ KUMAR JAIN Son of KIRAN CHAND JAIN B H 117, SALT LAKE CITY, Block/Sector: SECTOR 11, P.O - SECH BHABAN, P.S - East Bidhannagar, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Jain, Occupation: Others, Citizen of India, PAN No. ACVPJ1192R, Status: Individual, Date of Execution: 13/04/2016, Date of Admission: 13/04/2016, Place of Admission of Execution: Pvt. Residence



Land Lord Details

Sl. No.	Name, Address, Photo, Finger print and Signature
5	<p>RAJESH KUMAR JAIN Son of KIRAN CHAND JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR II, P.O - SECH BHABAN, P.S - East Bidhannagar Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Jain, Occupation: Others, Citizen of: India, PAN No: ACVPJ8834G, Status: Individual, Date of Execution 13/04/2016, Date of Admission: 13/04/2016, Place of Admission of Execution: Pvt. Residence</p>
6	<p>TRIBHUWAN CONSTRUCTION PVT LTD 158 LANIN SARANI, P.O - BOWBAZAR, P.S - Dowbazar, Kolkata, District -Kolkata, West Bengal, India, PIN - 700013 PAN No. AAACI9958P, Status - Organization, Represented by (1-6) representative as given below:-</p>
16 (1)	<p>Mr RAJESH KUMAR JAIN B H 117 SALT LAKE CITY, Block/Sector: SECTOR II, P.O.- SECH BHABAN, P.S.- East Bidhannagar Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Male, By Caste: Jain, Occupation: Others, Citizen of: India, Status: Representative, Date of Execution: 13/04/2016, Date of Admission: 13/04/2016, Place of Admission of Execution: Pvt. Residence</p>



Developer Details

Sl No.	Name, Address, Photo, Finger print and Signature
1	MERLIN PROJECTS LTD 78 SHAMBHUNATH PANDIT STREET, P.O - ELGIN ROAD, P.S.- Bhawanipore, Kolkata, District -South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AACCM0505B,, Status . Organization, Represented by representative as given below
1(1)	Mr SAKET MOHTA 78 SHAMBHUNATH PANDIT STREET, P.O - ELGIN ROAD, P.S.- Bhawanipore, Kolkata, District -South 24 Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India,, Status Representative, Date of Execution : 13/04/2016, Date of Admission : 13/04/2016, Place of Admission of Execution - Pvt. Residence

B. Identifire Details

Identifier Details			
Sl No.	Identifier Name & Address	Identifier of	Signature
1	Md YOUNUS ALI Son of Md YEAKUB ALI HATIARA, P.O- HATIARA, P.S:- New Town, Kolkata, District-North 24- Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India	Mr KIRAN CHAND JAIN, Mrs SNEHA PRABHA JAIN, Mrs RANU JAIN, RAJ KUMAR JAIN, RAJESH KUMAR JAIN, Mr RAJESH KUMAR JAIN, Mr SAKET MOHTA	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khalian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
1	District: North 24 Parganas, P.S.- East Bidhannagar, Municipality, BIDIHANNAGAR MUNICIPALITY CORPORATION, Road: Mahisbathan, Mouza: Mahisbathan	LR Plot No: 504 LR Khalian No - 73/6	36 Katha 1 Chatak 9 Sq Ft	74,99,999/-	8,66,16,103/-	Proposed Use: B.I. ROR: B.I. Width of Approach Road: B.I.

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details



Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles, Shad. Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(Sq Ft)
L1	Mr KIRAN CHAND JAIN	MERLIN PROJECTS LTD	9.92062	16.6667
	Mrs SNEHA PRABHA JAIN	MERLIN PROJECTS LTD	9.92062	16.6667
	Mrs RANU JAIN	MERLIN PROJECTS LTD	9.92062	16.6667
	RAJ KUMAR JAIN	MERLIN PROJECTS LTD	9.92062	16.6667
	RAJESH KUMAR JAIN	MERLIN PROJECTS LTD	9.92062	16.6667
	TRIBHUWAN CONSTRUCTION PVT LTD	MERLIN PROJECTS LTD	9.92062	16.6667

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(Sq Ft)
S1	Mr KIRAN CHAND JAIN	MERLIN PROJECTS LTD	16.6667 Sq Ft	16.6667
	Mrs RANU JAIN	MERLIN PROJECTS LTD	16.6667 Sq Ft	16.6667
	Mrs SNEHA PRABHA JAIN	MERLIN PROJECTS LTD	16.6667 Sq Ft	16.6667
	RAJ KUMAR JAIN	MERLIN PROJECTS LTD	16.6667 Sq Ft	16.6667
	RAJESH KUMAR JAIN	MERLIN PROJECTS LTD	16.6667 Sq Ft	16.6667
	TRIBHUWAN CONSTRUCTION PVT LTD	MERLIN PROJECTS LTD	16.6667 Sq Ft	16.6667

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	SAKET MOHTA
Address	22 PRINCE ANWAR SHAH ROAD, Thana: Charu Market, District: South West Parganas, WEST BENGAL, PIN - 700033
Applicant's Status	Buyer/Claimant



Office of the A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas

Endorsement For Deed Number : I - 150400700 / 2016

Query No/Year	15041000149145/2016	Serial no/Year	1504000583 / 2016
Deed No/Year	I - 150400700 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement.		
Name of Presentant	Mr SAKET MOHTA	Presented At	Private Residence
Date of Execution	13-04-2016	Date of Presentation	13-04-2016

Remarks

On 12/04/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs. 8,66,46,103/-

(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A D S R BIDHAN NAGAR
North 24-Parganas, West Bengal.

On 13/04/2016

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

Presented for registration at 19:15 hrs. on : 13/04/2016, at the Private residence, by Mr SAKET MOHTA

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

Execution is admitted on 13/04/2016 by

Mr KIRAN CHAND JAIN, Son of BHARUDAN JAIN, B H 117, SALT LAKE CITY, Sector: SECTOR II, P.O. SECH BHABAN, Thana: East Bidhannagar, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091, By caste Jain, By Profession Others

Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, City/Town: KOLKATA, North 24 Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business

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

Execution is admitted on 13/04/2016 by

Mrs SNEHA PRABHA JAIN, Wife of KIRAN CHAND JAIN, B H 117, SALT LAKE CITY, Sector: SECTOR II, P.O. SECH BHABAN, Thana: East Bidhannagar, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091, By caste Jain, By Profession Others

Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business



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

Execution is admitted on 13/04/2016 by

Mrs RANU JAIN, Wife of Mr RAJESH KUMAR JAIN, B H 117 SALT LAKE CITY, Sector: SECTOR II, P.O. SECH BHABAN, Thana: East Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091, By caste Jain, By Profession Others

Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business

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

Execution is admitted on 13/04/2016 by

RAJ KUMAR JAIN, Son of KIRAN CHAND JAIN, B H 117, SALT LAKE CITY, Sector: SECTOR II, P.O. SECH BHABAN, Thana: East Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091, By caste Jain, By Profession Others

Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business

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

Execution is admitted on 13/04/2016 by

RAJESH KUMAR JAIN, Son of KIRAN CHAND JAIN, B H 117 SALT LAKE CITY, Sector: SECTOR II, P.O. SECH BHABAN, Thana: East Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091, By caste Jain, By Profession Others

Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business

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

Execution is admitted on 13/04/2016 by

Mr RAJESH KUMAR JAIN DIRECTOR, TRIBHUWAN CONSTRUCTION PVT LTD, 158 LANIN SARANI, P.O. BOWBAZAR, P.S. - Bowbazar, Kolkata, District: Kolkata, West Bengal, India, PIN - 700013 Mr RAJESH KUMAR JAIN, Son of KIRAN CHAND JAIN, B H 117 SALT LAKE CITY, Sector: SECTOR II, P.O. SECH BHABAN, Thana: East Bidhannagar, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700091, By caste Jain, By profession Others

Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business

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

Execution is admitted on 13/04/2016 by

Mr SAKET MOHTA AUTHORIZED SIGNATORY, MERLIN PROJECTS LTD, 79 SHAMBHUNATH PANDIT STREET, P.O. - ELGIN ROAD, P.S. - Bhawanipore, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700020 Mr SAKET MOHTA, Son of Mr SUSHIL MOHTA, 79 SHAMBHUNATH PANDIT STREET, P.O.



ELGIN ROAD, Thana Bhawanipore, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020, By caste Hindu, By profession Others
Identified by Md YOUNUS ALI, Son of Md YEAKUB ALI, HATIARA, P.O. HATIARA, Thana: New Town, City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, By caste Muslim, By Profession Business

(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

On 15/04/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 82,510/- (B = Rs 82,489/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 82,510/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 82,510/- is paid, by online on 13/04/2016 1:48PM with Govt. Ref. No. 192016170001109591 on 13-04-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB13042016000664 on 13/04/2016, Head of Account 0030-03-104-001-16

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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp = 100/-, by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

1. Rs. 74,921/- is paid, by online on 13/04/2016 1:48PM with Govt. Ref. No. 192016170001109591 on 13-04-2016, Bank: Indian Bank (IDIB000C001), Ref. No. IB13042016000664 on 13/04/2016, Head of Account 0030-02-103-003-02

Payment of Stamp Duty

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp. Serial no 32982, Purchased on 18/03/2016. Vendor named S. DAS.

(Goutam Sinha Roy)



ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A D S R, BIDHAN NAGAR
North 24 Parganas, West Bengal





DATED THIS DAY OF 2016

BETWEEN

(1) MR. KIRAN CHAND JAIN AND
OTHERS.

... OWNERS

AND

MERLIN PROJECTS LIMITED

... DEVELOPER

**JOINT DEVELOPMENT
AGREEMENT**

Re Property situated at Mouza Mahish
Bathan J.L. No. 18 Police Station
Bidhannagar Electronics Complex, District
24 Parganas (North)