



পশ্চিমবঙ্গ বিকাশ প্ৰাইভেট উেষ্ট বেঙ্গাল

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THIS DEVELOPMENT AGREEMENT made this the 25<sup>th</sup> day of January, Two Thousand and Seventeen BETWEEN

PASHUPATI PROPERTIES PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at 3B, Lalbazar Street, Kolkata - 700 001, P.O. - General Post Office, P.S. - Hare Street, having Income Tax Permanent Account No. AACCP0216G, represented by its Authorized Signatory MR. MANOJ KHANNA, son of Jagat Pal Khanna, residing at Flat No. 113, 67, Dr. Suresh Sarkar Road, P.O. - Entally, P.S. - Entally, Kolkata - 700014 and Income Tax Permanent Account No. AFSPPK9653E, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and/ or assigns) of the ONE PART;

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

District Sub-Registrar-III  
Alipore, South 24-parganas

1-19950/19

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26 NOV 2016

No. ....  
Name: .....  
Address: .....  
Vendor: .....

**I. CHAKRABORTY**  
6B, Dr. Rajendra Prasad Sareni  
(Kolkata - 700 001)

*[Handwritten Signature]*

*veti*  
*241*



PASHUPATI COMPOSAL PRIVATE LIMITED

*[Handwritten Signature]*  
Authorized Signatory

RACHIT KUMAR D SAUGHVI



*veti-242*

FOR MEBLIN PROJECTS LIMITED

*[Handwritten Signature]*

Authorized Signatory  
(GAURANG MENTA)



*veti-243*

PASHUPATI PROPERTIES PVT. LTD.

*[Handwritten Signature]*  
Authorized Signatory

NANOU KHANNA

*[Handwritten Signature]*

5/0 Shyam Sundar Dasgupta  
22 No. Prince Anwar Shah Road

Kolkata - 700 033

P.S. - Chour Market

P.O. - Tollygunge

Occupation - Service



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## AND

(1) MERLIN PROJECTS LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at Merlin Oxford, 2nd Floor, 22, Prince Anwar Shah Road, P.O. Tollygunge, P. S. Charu Market, Kolkata – 700 033, having Income Tax Permanent Account No. AACCM0505B, represented by its Authorized Signatory MR. GAURANG MEHTA, (PAN No.: AKYPM1433F), son of Mr. Pradip Bhogilal Mehta, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, (2) PASHUPATI COMMOSALES PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013, having its registered office at 493/C/A, G.T.Road, Vivekvihar Phase – 4, Block – 6, Howrah – 711 102, West Bengal, P.S. Shibpur, P.O. Baisnabpara Bazar, having Income Tax Permanent Account No. AAFCP3220K, represented by its Authorized Signatory MR. RACHIT KUMAR D. SANGHVI, (PAN No. : AHSPD3491P), son of Mr. Dinesh Bhai Sanghvi, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, hereinafter collectively referred to as the “DEVELOPERS” (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors-in-interest ), of the OTHER PART.

**WHEREAS:**

- A) The Owner is the absolute owner of All That the municipal premises No. 10, Convent Lane, Kolkata - 700 014, containing an area of 1 (one) bigha 10 (ten) cottahs more or less, fully described in the First Schedule hereunder



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written and delineated in the map or plan annexed hereto and thereon bordered red and hereinafter referred to as the "said property".

- B) The Developers are reputed developers of real estate properties.
- C) The Owner caused a plan sanctioned for construction of a hospital project on the said property being Building Permit No. 2012070113 dated 5<sup>th</sup> July, 2012 of the Kolkata Municipal Corporation and has constructed the basement of one block measuring 6,000 sq. feet more or less and super structure of ground plus two storied of the second block annexed building of the proposed hospital project as per the Sanction Plan.
- D) Due to various factors, the Owner has decided not to complete the development of the said property as a hospital project on its own and the Owner has approached the Developers herein for development of the said property jointly, as a multi-storied residential project.
- E) In order to facilitate smooth construction development and marketing of the said property, the Owner has hereby agreed to enter into this Agreement to enable the Developers to carry out, the development of the said property and generally to act as Developers, till development and sale of all the Units comprising in the Project and Developers have agreed to accept such appointment and carry out the development of the said property on the terms and conditions hereinafter contained.



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F) In terms of the aforesaid scheme of development, the Developers have agreed to develop the said property by constructing multi-storied buildings only for residential purpose, in accordance with the modified plan sanctioned by Kolkata Municipal Corporation or any modification and/or alteration thereof, as may be approved by the Kolkata Municipal Corporation.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

**ARTICLE - I**

**DEFINITIONS & INTERPRETATION**

1.1 In this Agreement, unless there be something contrary or repugnant to the subject or context,

(i) "COMPLEX" shall mean the residential complex comprising of several new buildings to be constructed at the said property by Developers in accordance with the sanctioned plan(s) thereof and wherever the context so refers or permits shall include (a) the land comprised in the said property, (b) the parking spaces, internal roads, paths, passages, water supply facilities, sewerage disposal facilities, storm water drainage and solid waste management facilities, electrical network and (c) such other common areas, facilities and/or amenities that may be required, installed and/or provided therein or thereof for more better enjoyment of such



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developed spaces, areas, units, parking spaces and/or other saleable areas or spaces by the co-owners thereof.

(ii) **"UNITS / SPACES"** shall mean the divided, demarcated and developed spaces or other saleable areas in the Complex to be constructed on the said property which are capable of being independently and exclusively held used occupied and/or enjoyed by the respective owners and wherever the context so permits or intends, shall include the proportionate undivided indivisible impartible part or share in the land comprised in the said property and appurtenant to such Unit.

(iii) **"ARCHITECT"** shall mean M/s Espace or such person or persons and/or firm or firms who may be appointed by Developers at its costs for preparation drawing and designing of the Complex or any modification thereof and planning and supervision of the construction of the Complex.

(iv) **"ASSOCIATION"** shall mean any Association that may be formed comprising of the purchasers of the respective Units in the Complex, for common purposes.

(v) **"COMMON AREAS INSTALLATIONS AND FACILITIES"** shall include all internal roads, parks, gardens and common areas like corridors, hallways, stairways, passageways, lift-shafts and lifts, if any, driveways, common lavatories, generators, generator rooms, electrical sub-station, tube wells, pumps, pump rooms, overhead water tank, drainage sewerage and electrical installations and all other spaces and facilities and/or utilities



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whatsoever required for the management of the Complex and/or common facilities or any of them to be provided in the Complex as the case may be.

(vi) **"COMMON EXPENSES"** shall mean and include all expenses for the maintenance management and upkeep of the Complex (and in particular the common areas, installations and facilities) and for rendition of common services in common to the co-owners and/or other expenses for Common Purposes.

(vii) **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining and up-keeping the Complex (and in particular the Common Areas, Installations and Facilities), rendition of common services to the co-owners, collection and disbursement of common expenses and dealing with matters of common interest of the co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas, installations and facilities in common.

(viii) **"PARKING SPACES"** shall mean and include the areas and spaces, both covered or open, meant or earmarked in the Complex for the purpose of parking of vehicles.

(ix) **"SECURITY DEPOSIT"** shall mean the refundable / adjustable amount paid by the Developers to the owner as more fully described in Part I of Fourth Schedule hereunder written.



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(x) "PREMIUM" shall mean the non refundable amount paid by the Developers to the Owner as more fully described in Part II of Fourth Schedule hereunder written.

(xi) "PROJECT" shall mean and include the project for development, marketing and sale of the constructed area on the said property comprising of various independent units, parking spaces and common area constructed thereat by Developers for the purpose of sale of such Units, parking space, common area provided for common use, amenities and facilities.

(xii) "PROPORTIONATE" or "PROPORTIONATELY" or "PROPORTIONATE SHARE" according to the context shall mean the proportion in which the total land area of an Unit may bear to the total land area of all the Units in the Complex.

(xiii) "REVENUE SHARING" shall mean the owner and the developer shall share the "NET REVENUE" from all sale proceed of the complex which includes all units and car parking (covered & open) in the ratio of 50:50, excluding revenue collected by the Developers, on other accounts an mentioned in clause XIII.

**PROVIDED THAT** where it refers to the share of any rates and/or taxes and/or the common expenses in general, then such share of whole of the Common Expenses shall be such as be determined by Developers or upon its formation, the Association.



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- (xiv) "NET REVENUE" shall mean and include all amounts realized by Developers from intending purchasers from sale of Units / constructed spaces at the said property with or without parking spaces, remaining after deduction of the following items from such amounts, for the purpose of calculation of Net Revenue :
- (a) Marketing expenses of 4% of the Owner's share of its total revenue.
  - (b) Statutory realization including but not limited to service tax;
  - (c) Cost of extra work carried out exclusively at the instance of intending purchasers of Units at the said property;
  - (d) Cost of furniture fixture or fittings or any electrical gadgets supplied at the cost and exclusively at the instance of intending purchasers beyond the specified specifications to be born by the Purchaser/s.
  - (e) Deposit for electricity, water connection, cost of formation of maintenance agency, deposit / security received from the transferees of Units and other spaces areas; rights or benefits at the said property or any money received for any other mutually decided specified purpose not forming part of consideration for sale / transfer of Units or other spaces rights or benefits;
  - (f) Amounts received from transferees of spaces on account of or on account of Deposits/ Extra Development Charges on account of generator, transformer and other installations and facilities, documentation charges



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and also those received as deposits / advances including against rates and taxes and maintenance charges, sinking fund, club facility charges etc;

(g) Amounts received on account of cancellation;

(h) Amounts received on account of Nomination/Assignment;

(xv) "REVENUE COLLECTION ACCOUNT" for the purpose of this Agreement means the account maintained by the Developers for the purpose of deposit of all amounts realised by the Developers from intending purchasers from sale of Units / constructed spaces at the said property with or without Parking Spaces. If however, financial institution / bank from whom Developers obtains credit facilities require to maintain any account for the purpose of collection of such amount, then such account shall for the purpose of this Agreement be treated as Revenue Collection Account.

(xvi) "SAID PROPERTY" shall mean ALL THAT the municipal premises No. 10, Convent Lane, P.S. - Entally, Kolkata - 700 014, containing an area of 1 (one) bigha 10 (ten) cottahs more or less, more fully described in the First Schedule hereunder written and delineated in the map or plan annexed hereto and thereon bordered red.

(xvii) "SANCTION PLAN" shall mean the plan for construction and development of the said property, which has been approved by the Kolkata Municipal Corporation being Building Permit No. 2012070113 dated 5<sup>th</sup> July, 2012 or such plan, as may be approved by the Kolkata Municipal Corporation in



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respect of the said property from time to time and shall include all modifications alterations additions and/or amendments and completion plan thereof or thereto made or caused by the Developers.

(xviii) "TRANSFER" with its grammatical variations shall mean and include transfer by possession or by sale and by any other means adopted for effecting what is understood as a transfer of space in the Complex to purchasers thereof even if the same may not amount to a transfer in law.

(xix) "ULTIMATE CO-OWNERS" shall according to the context, mean all persons who have from time to time purchased or paid the full consideration in respect of any Unit in the Complex, whether or not possession of such Units have been taken, including Owner and Developers in respect of those Units not transferred or agreed to be conveyed by Owner and/or Developers out of their respective allocations.

(xx) Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice-versa.

(xxi) Words importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER; similarly words importing FEMININE GENDER shall include MASCULINE GENDER and NEUTER GENDER; likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.



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The paragraph headings herein shall not form part of this Agreement and the same have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of any of the terms or provisions of these presents.

#### ARTICLE - II

##### COMMENCEMENT

2.1. This Agreement shall commence and/or be deemed to have commenced on and with effect from the date of execution hereof.

#### ARTICLE - III

##### TITLE INDEMNITIES AND REPRESENTATIONS

3.1 The Owner doth hereby declare and covenant with the Developers as follows:-

- i) That it is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to and have a marketable title over the 'Said Property'.
- ii) That the 'Said Property' is free from all encumbrances charges mortgages liens lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- iii) That except the Owner, no one else has any right title interest claim or demand whatsoever or howsoever, in respect of the 'Said Property' or any portion thereof.



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- iv) That the Owner has absolute right and authority to enter into this Agreement with Developers in respect of the 'Said Property' to develop, and/or development, nor has created any third party interest into or upon the 'Said Property' or any portion thereof.
- v) That all rates, taxes and other outgoings payable in respect of the 'Said Property' up to the date of the first payment made to the Owner being part of the security deposit have been paid and/or shall be paid by it and it has agreed to keep Developers saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings for non-payment of such rates, taxes and other outgoings in respect of the 'Said Property'.
- vi) That there is no suit or legal proceeding pending in respect of the 'Said Property' or any portion thereof and Developers is satisfied about the marketable title thereof.
- vii) That it does not hold excess vacant land under the meaning of Urban Land (Ceiling and Regulation) Act, 1976.
- viii) That it has not entered into any agreement for sale, development, mortgage and/ or transfer of any right, title or interest over the 'Said Property'.

**ARTICLE - IV**

**GRANT OF RIGHT AND AUTHORITY TO THE DEVELOPERS**

4.1 In consideration of the Developers making payment to the Owner of all that the Owner's Share in the manner hereinafter contained, the Owner hereby grants to the Developers right to develop all that the said property i.e. the



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license to build upon and commercially exploit the said property in any manner as the Developers may choose by constructing a building or buildings therein in accordance with the plan or plans to be sanctioned by the concerned / appropriate authorities.

4.2 The Owner doth hereby for such aforesaid purpose appoint Developers as its agent with interest in the subject matter of appointment and put Developers in exclusive charge of management of all affairs of the Project from the date of execution of this Agreement, till the sale of Units to intending purchasers and the execution and registration of Deed or Deeds of Conveyance in respect thereof in favour of intending purchasers thereof.

4.3 This Agreement is not an agreement for sale and/or transfer otherwise of Owner's Land or any part thereof to Developers or of Developers Land or any part thereof to Owner, but is an Agreement appointing Developers to develop the Project on the said property.

4.4 Developers shall also be solely responsible for development and bear full responsibility for all risks, costs and consequences thereof and shall alone be liable to handle, deal with and/or to look after all matters, disputes, litigations, cases and issues that may arise out of all activities of development of the said property and construction of the said Complex thereat.



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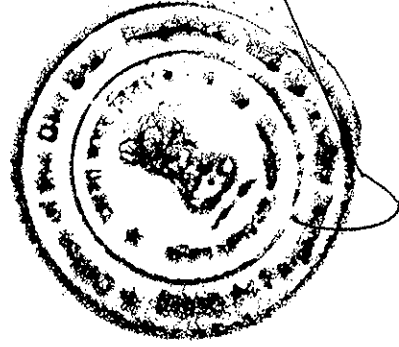
ARTICLE - V  
TITLE DEEDS

- 5.1. The Owner is in possession of originals of all title deeds in respect of the said property. However, the Developers shall be entitled to create a mortgage over the said property by depositing such title deeds or otherwise.
- 5.2. Developers shall be entitled to obtain release of such title deeds and retain the same during project development and after development to make over the same to the Association.
- 5.3. Owners shall and will, as long as it is in physical possession of such title deeds, unless prevented by fire or some inevitable accident, from time to time and at all times hereafter, produce or cause to be produced at the request of Developers, through their attorney or agent for giving inspection to prospective purchasers or at any trial, hearing, commission or examination or otherwise, as the occasion may require, the original title deeds and shall and will in the meantime unless prevented as above keep the same safe, unobliterated and uncancelled.

ARTICLE - VI

REVENUE SHARING

- 6.1. In the Complex to be constructed by Developers at the said property:
  - i) The Owner shall be entitled to 50% of the Net Revenue from all sale proceeds of the units and car parking, covered / open.



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- ii) The Owner shall reimburse the Developers 4% towards sales & marketing cost and the same shall be calculated on the net realization of Owner's share.
  - iii) Developers shall be entitled to a 50% of the net revenue from all sale proceeds of the units and car parking, covered or open.
- 6.2 The Developers have paid Rs 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) as interest free security deposit to the Owner fully mentioned in Part-I of the Fourth Schedule hereunder written which shall be refunded to the Developers by the Owner in terms of this Agreement.
- 6.3 The Developers have also paid Rs 75,00,000/- (Rupees Seventy Five Lakhs only) to the Owner fully mentioned in Part-II of the Fourth Schedule hereunder written which is non-refundable.
- 6.4 From the above net realization of Owner, Developers shall adjust the interest free security deposit as more fully described in Part I of Fourth Schedule hereunder written. The Owner shall receive revenue of its share only after the said amount is adjusted.
- 6.5 All other expenses with regards to the development / construction of the said project shall and only be borne by Developers for making the project ready in all respects for possession.
- 6.6 Developers shall further receive consideration from the intending purchaser of units / constructed space at the said property towards hereunder mentioned and the same shall not be shared with Owner and



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Owner shall not raise any demand towards the said consideration received by Developers only after obtaining prior approval from the Owner:

- a) Marketing expenses of 4% of the Owner's share of total revenue.
- b) Statutory realization including but not limited to service tax;
- c) Cost of extra work carried out exclusively at the instance of intending purchasers of Units at the said property;
- d) Deposit for electricity, water connection, cost of formation of maintenance agency, deposit / security received from the transferees of Units and other spaces areas rights or benefits at the said property or any money received for any other mutually decided specified purpose not forming part of consideration for sale / transfer of Units or other spaces rights or benefits;
- e) Amounts received from transferees of spaces on account of Deposits/ Extra. Development Charges or on account of generator, transformer and other installations and facilities including club fit outs, documentation charges and also those received as deposits / advances including against rates and taxes and maintenance charges, sinking fund, club facility charges, etc;

#### ARTICLE - VII

#### SANCTIONS & DEVELOPMENT - RIGHTS AND RESPONSIBILITIES

- 7.1 The Owner has already obtained the sanctioned plan of proposed building for construction of one 11 (Eleven) storied and one 4 (Four) storied



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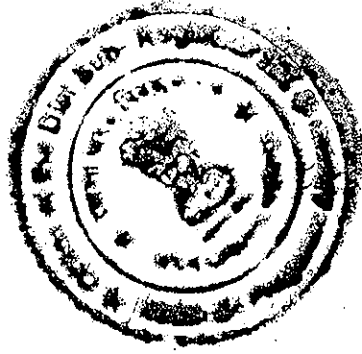
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building on the said property under Building Permit No. 2012070113 dated 5<sup>th</sup> July, 2012 of the Kolkata Municipal Corporation.

7.2 It is mutually understood by the parties that the existing Sanction Plan was obtained for construction of a hospital on the said property and a partial exemption and/or concession towards sanction fee for the existing Sanction Plan was granted by KMC to Owner for construction of the hospital. In view of the proposed residential complex to be constructed on the said property, the revised applications plans, papers and other documents as may be required by Kolkata Municipal Corporation for the purpose of obtaining necessary modification and/or revision of the Sanction Plan as well as for change in use of the said property, from the appropriate authorities shall be prepared and submitted by Developers and all costs expenses and fees including Architect's fees and other charges and expenses required to be paid or deposited in connection to such revisions shall be borne and paid by the Developers.

7.3 Developers shall be entitled to develop and construct the said Complex at the said property at its own costs in accordance with such revised / modified Sanction Plan. However, in case additional Floor Area Ratio is obtained by Developers on account of Green Building certification from the Kolkata Municipal Corporation, then in such case all such expenses for obtaining of certification, revision of Sanction Plan etc. and the Net



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Revenue arising out of such additional sanction shall be shared by the Owner and Developers as per their sharing ratio.

7.4 Developers shall construct the building with substantially good workmanship and good quality materials. The general specifications and/or materials to be used for construction erection and completion of the Complex are described in the Second Schedule hereunder written.

7.5 Developers shall be obliged to obtain water and sewerage connections and electricity connection for the said Complex in accordance with law. All security deposits, charges, fees in respect of all amenities, utilities and facilities shall be borne by Developers.

7.6 The Complex shall be constructed with and shall have all amenities and facilities as morefully described in the Third Schedule hereunder written.

7.7 Developers shall abide by all laws, bye-laws, rules and regulations of the appropriate Government and local bodies relating to development of the said property and to be observed by it in terms of this Agreement and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

7.8 Developers thus hereby agrees to keep Owner saved harmless and indemnified against all actions, losses, damages, accidents, mishaps, liabilities, fines, penalties, compensations, costs, charges and expenses, for any such omissions, non compliances, lapses or violations of any law, bye-law, rules and regulations concerning the development of the said property



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Aligarh

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and any accident or mishap arising out of faulty design, construction or workmanship and arising as a result of the acts and omissions of Developers PROVIDED HOWEVER that in carrying out all of the obligations of Developers as aforesaid, Owner will, without any claim or demand, sign and execute all necessary papers and applications as may be required by Developers and render active cooperation and assistance in getting and keeping valid all such consents and Owner agrees not to do or cause to be done any act or thing which will render invalid or make liable to be rendered invalid any such consents.

7.9 Developers shall be entitled to make any variation and/or modifications in the said Sanction Plan as may be required to be done from time to time without any objection of Owner provided the plan is sanctioned/approved by The Kolkata Municipal Corporation accordingly.

7.10 Developers in consultation with Architect shall determine and ascertain the chargeable area of residential spaces with the objective of optimum utilization of available spaces provided the plan is sanctioned by the Kolkata Municipal Corporation accordingly.

7.11 Developers shall be entitled to raise construction finance in its name for carrying out the development on the said property and in order to secure such construction finance to create a mortgage of the said property in favour of such banks / financial institutions, without foisting any financial liability upon Owner, it being expressly agreed and understood that in no



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event Owner shall be responsible and/or be made liable for payment of any dues of such banks / financial institutions. For the purpose of creating mortgage of the said property in favour of such banks / financial institutions, Developers shall for itself and on behalf of Owner, be entitled to deposit the original title deeds of the said property and for that purpose, Developers for itself and on behalf of Owner shall execute appropriate financing documents with such banks / financial institutions. Owner shall also sign all such financing documents as per standard form used by such banks / financial institutions and if required by such banks / financial institutions, Owner shall give a corporate guarantee in favour of the lenders in the form as may be required by Developers.

7.12 Developers however agrees to keep Owner saved harmless and indemnified against all actions, losses, damages, liabilities, fines, penalties, compensation, costs, charges and expenses, arising out of breach of any terms of the financing documents and Developers shall give a counter corporate guarantee to Owner to indemnify Owner for any losses it may suffer or be put to for creating mortgage of the said property or on account of violation of any terms and conditions of the financing documents.

7.13 It is also agreed that as a matter of necessity, intending purchasers shall also be entitled to mortgage and/or create charge over or in respect of respective Units intended to be purchased for obtaining loans for purchase of the same.



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7.14 Developers shall be entitled to enter into suitable agreements for appointment of marketing agents for marketing and sale of the said property and/or spaces thereof all costs and expenses on this account shall be paid and borne by Developers and Owner shall reimburse Developers 4% of net realization of Owner's share.

7.15 To enable the expeditious construction of the Complex, various acts, deeds, matters and things not herein specifically referred to and as may be required to be done by Developers, shall be ratified and confirmed by Owner and in addition, Owner also agrees upon being required by Developers in this behalf to forthwith execute any such additional powers authorities or ratifications as may be required by Developers in this regard and Owner also undertakes to sign and execute all such additional applications and other documents which may be reasonably required for such purposes.

7.16 Developers shall frame all rules and regulations regarding the usage and rendition of common services and also the common restrictions which should be normally incorporated in the sale and transfer documents of residential and commercial units.

7.17 Common areas installations and facilities in the Complex shall be managed by the Association and/or Society for common use and enjoyment of the co-owners.



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7.18 After obtaining full completion certificate from KMC, for a initial period of one year, Developers shall make arrangements through a facility management company or otherwise for management and administration of the maintenance of all common parts, amenities and facilities and other affairs of the Complex and to receive and realise contributions from all end users and/or occupiers of different units in the Complex which may be payable as common expenses or for maintenance, service charges, rates and taxes and also to disburse the same. Owner will render all cooperation and will do all acts deeds and things as may be required in this regard. After expiry of the said period of 1 year, the maintenance of the said Complex shall be handed over to the Society/ Association and/ or any adhoc committee formed by the ultimate co-owners of the Units, if such Association has not been formed within the said period of 1 (One) year.

7.19 The ultimate co-owners of the Units in the Complex shall compulsorily become members of the Association to be formed by Developers as and when called upon by Developers to do so and for the said purpose, to sign and execute all necessary documents and applications. After formation of the Association, Developers shall have no further responsibility for the Project or the Common Purposes and shall stand discharged from all risks and responsibilities towards the Project whereupon, the Association shall be responsible for the Complex, its maintenance, upkeep and all Common Purposes.



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7.20. The Developers shall complete the Project within a period of 3 (Three) years from the date of revised sanction of Building plans and change of use from concerned Authorities, however the said period of 3 (Three) years may be extended by a grace period of 6 (six) months without any penalty. It is clarified that the Project shall be deemed to be complete only when the full Completion Certificate is issued by the Municipal Authority and such date on which the said full Completion Certificate is issued shall be considered as the Project completion date.

#### ARTICLE - VIII

#### DEVELOPER'S OTHER RIGHTS

- 8.1 In the manner set out above, Developers shall market and sell the Unit(s)/space(s)/area(s) to transferees at the price as decided by the parties from time to time. It is agreed by the Parties that for sale of Units, they will mutually finalise the following:
- a) standard form of Provisional Allotment Letter, Unit Sale Agreement and Conveyance Deed;
  - b) Sale Price of Units, parking spaces & other areas from time to time; and
  - c) schedule of payments to be collected from Transferee/s.



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- 8.2 In order to ensure effective implementation of the Project, Owner shall, at the request of Developers, execute one or more General Power of Attorney(s) or Specific Power of Attorney(s), as may be required.
- 8.3 Developers shall also be entitled to enter into agreements with intending purchasers to sell the said Units and/or spaces at such rates to be decided by the parties to this agreement.

#### ARTICLE - IX

#### RIGHT OF FURTHER CONSTRUCTION

- 9.1 Developers shall be entitled to raise further constructions or structures on the buildings comprising in the Complex, that may be allowed by Kolkata Municipal Corporation or other authorities at any time in future and the decision of Developers in this regard shall be final, conclusive and binding upon Owner. Owner hereby consents to the same subject to approval by the concerned /appropriate authority, or other authorities and agrees to give formal consents to Developers for all such further construction, if and as and when required by Developers and do all such acts deeds and things as may be required to be done, without any delay and shall not be entitled to raise any objection thereto either on the ground of disturbance or annoyance or any other ground whatsoever. In such case all such expenses for obtaining of additional sanction, revision of the plans etc. and the net revenues arising out of such additional sanction/further construction shall be shared by the owner and developers as per their sharing ratio.



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9.2 For the purpose of further construction, Developers shall be entitled from time to time to remove, shift and substitute (subject to the obligation of Developers to re-install the same at the new terrace being constructed) the water tank, lift machineries, lift room, television antenna from the roof, terrace and parapet wall.

9.3 Developers shall always and from time to time when required by reason of further construction or constructions subject to approval by the concerned /appropriate or other authorities be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed buildings of the Complex and/or portions and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the Complex for the time being shall have.

ARTICLE - X

PROCEDURE OF SALE

10.1 Owner and Developers shall mutually decide the common marketing and selling strategy and price for the sale of all the Units including common parts, area, car/scooter parking spaces, terrace and roof whatsoever of the Project to the prospective buyers/transferees.

10.2 Developers shall be entitled to receive all money payable by transferees for purchase of Units in the Complex and/or in the buildings comprising in the



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Complex. All such receipts shall be accounted for and kept by Developers in a separate Bank Account titled "Revenue Collection Account".

10.3 Developers and Owner will periodically (preferably every six months) reconcile all items of difference in the Revenue Collection Account and after reconciliation of differences, if any, Developers shall make over to Owner a sum equivalent to the Owner's share.

10.4 All accounts in this regard maintained by Developers and certified by its Auditors shall be final and binding on Owner. However, Owner shall after reasonable notice to Developers, be entitled to inspect the books of account maintained by the Developers in connection with the collection of the sale proceeds and calculation of the Net Revenue.

10.5 After final completion and sale of all areas of the building or buildings and the said property, the parties shall carry out and settle the final reconciliation of accounts of the said Revenue Collection Account and accordingly shall pay or receive amounts to or from each other.

10.6 In order to enable Developers to expeditiously complete development of the said property in a smooth and orderly manner, Owner agree not to interfere in the development construction marketing sale or otherwise of the Project and/or part or parts thereof.

10.7 After the intending purchasers are identified, Developers as the Constituted Attorney of Owner shall enter into an agreement to sell the Units together with undivided proportionate share or interest of land in the said property



District Sub-Registration-III

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in proportion to the super built up area to be purchased by such intending purchaser and comprised in the proposed new and Complex. All amounts received under the said agreement for sale shall be deposited by the Developer in the Revenue Collection Account. It will be clearly mentioned in the said agreement that Owner shall not be liable in any way to the intending purchaser because of entering into such agreement, or receiving the money by Owner, except that as and when required and subject to payment of agreed consideration amount, Owner shall execute a Deed of Conveyance for the constructed space / flats / units together with proportionate undivided share in the land of the said property in favour of such intending purchaser.

#### ARTICLE - XI

#### THIRD PARTY INTERESTS - DOCUMENTATION

11.1 Owner shall execute and register necessary Power or Powers of Attorney in favour of Developers or their nominee or nominees to enable Developers to carry on the said development work and construction of the said Complex and for entering into agreements for sale and execute Deeds of Conveyance with respect to the Units comprising in the Complex. Authority such granted to Developers by the Owner shall continue unrevoked till completion of the sale of the entire Project.

11.2 All Agreements for Sale of Units and Deeds of Conveyance entered into by Developers on behalf of Owner on the strength of the said Power of



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Attorney in terms of this Agreement be binding on Owner who shall not be required to sign the same personally.

11.3 Developers shall be entitled to the entire payments received from the intending purchasers on account of Deposits / Extra Developmental Charges as may be fixed by the Developers only after obtaining prior approval of the Owner and Developers shall also be entitled to receive the entire payment on account of corpus fund and advance maintenance charges received from the intending purchaser in proportion to their respective allocations.

ARTICLE - XII  
GENERALLY

12.1 Developers are already in permissive possession of the said property and Developers are entitled to construct the said Complex on the terms and conditions herein contained and develop the said property without any hindrance or obstruction from Owner or any person claiming through or under trust for it and subject to Developers not being in breach of the terms hereof, Owner shall not in any way interfere with the possession of Developers and shall not disturb or cause obstruction in the construction or development of the said property.

12.2 Owner and Developers, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure



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Ajimat, Sawit, Kecamatan, Kabupaten

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condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.

12.3 In this Agreement, a "force majeure condition" shall mean any event or circumstances or a combination of events and circumstances or the consequence whereof prevent or affect the party claiming force majeure from performing its obligations in whole or in part, under this Agreement and which event or circumstances (i) is beyond the reasonable control and not arising out of the fault of the party claiming force majeure, (ii) such party claiming force majeure has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care or (iii) has a material adverse effect on the Project.

12.4 Events of "force majeure" shall mean acts of God or natural disasters, inclement weather, flood, lightning, earthquake, cyclone, fire or exceptionally adverse weather conditions affecting the implementation of the Project, strikes or boycotts, any judgment or order of any Court or statutory authority made against either party, civil commotion, boycott or political agitation, inability to procure building materials, skilled manpower or revocation or refusal to renew or grant without valid cause any consent or approval required by either party to perform their respective obligations under this Agreement.

12.5 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been



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

12.6 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by Owner to Developers or creation of any right, title or interest in respect thereof in favour of Developers other than an exclusive license to Developers, to commercially exploit the same in terms hereof. The parties have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as a partnership between Owner and Developers in any manner nor shall Owner and Developers be deemed to constitute an association of persons.

12.7 Developers or Owner and/or their respective nominee/nominees shall not at any time hereafter be entitled to claim partition by metes and bounds of any part of the land comprised in the said property and/or Complex.

12.8 Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.

12.9 All Agreements for Sale, Sale Deeds and other documents of transfer of the Units of the Project shall be in such form as may be drawn by the Advocates of Developers and approved by Owner.



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District Office - III  
Alipora, Siquilã 24 Pangasinan

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12.10 All municipal and other rates, taxes, outstanding dues and outgoings in respect of said property (including electricity and urban land tax, if payable, etc.) till the date of execution of this Agreement shall be for and to the account of Owner; those accruing from the date hereof till the date of completion, be for and to the account of Developers; and those accruing thereafter shall be the liability of the respective parties in proportion to their respective shares.

12.11 It is agreed and recorded that Owner and Developers and/or their respective intending Purchasers shall be liable to bear and pay Service Tax, VAT or any other tax, imposition or charges as may be applicable.

12.12 The Complex shall always be known as "MERLIN REGALIA" and the name of the Complex shall not be changed by any of the parties or their respective transferees. In addition, Developers shall always be entitled, in all marketing or advertising matter, including at the Project site, in its websites and in all forums and media, to advertise the development of the Complex as a development of the Developers Group of Companies to which Owner shall have no objection.

12.13 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



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12.14 This Agreement (together with schedules, if any) constitutes the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.

12.15 Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

#### ARTICLE - XIII DEFAULTS

13.1 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party, shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.

13.2 If the Developers fail to complete the development within the Completion Date and Grace Period, it will be obligatory upon the Developers to transfer the unsold constructed spaces to the Owner.



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ARTICLE - XIV

DISPUTE RESOLUTION / FORUM

14.1 Any dispute, difference or question 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 arbitration by an arbitral tribunal to be appointed by the parties; Owner shall be entitled to appoint one Arbitrator while Developers shall be entitled to appoint one Arbitrator and the two Arbitrators shall appoint the third Arbitrator. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties.

14.2 The arbitration shall be held in Kolkata and the language shall be English.

14.3 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.

14.4 Courts at Kolkata shall alone have the exclusive jurisdiction to try, entertain and consider all actions suits and proceedings arising out of this Agreement.



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Alindog, Marikina City

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THE FIRST SCHEDULE ABOVE REFERRED TO:

## [Description of the said property]

ALL THAT the piece and parcel of land measuring more or less 1 (One) Bigha 10 (Ten) Cottahs, lying and situate at Kolkata Municipal Corporation Premises No. 10, Convent Lane, Police Station Entally, Kolkata 700 014, within the limits of Kolkata Municipal Corporation Ward No. 56 in the District of South 24 Parganas within the Jurisdiction of Additional District Sub-Registrar: Sealdah and butted and bounded as follows:

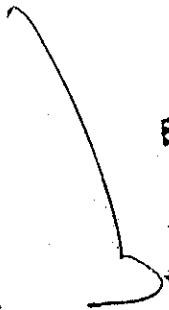
On the North : Convent Lane;

On the East : Bustee and 9, Convent Lane;

On the South : Bustee and 5, Motijhil Lane;

On the West : Railway Lines.

**OR HOWSOEVER OTHERWISE** the said premises now are or is or any time or times heretofore were or was situate butted, bounded, known, numbered, described or distinguished.



District Sub-Registrar-III  
Alipore

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**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Specifications)**

**Foundation & Structure**

- Reinforced cement with concrete on piles and sheer walls wherever necessary.
- Strict surveillance on quality and architecture will ensure the building to be earthquake resistance; RCC framed constructions strengthening bonds.

**Elevation**

- An iconic building, meticulously designed. Combination of anti-fungal and textured paint.

**24x7 security & fire prevention**

- 100% power-back-up with instant change over between mains and DG sets for all flats & common areas.
- Security surveillance facility with CCTV and 24x7 round the clock security facility.
- Fire fighting arrangement as per West Bengal Fire service recommendation.
- Smoke detectors with sprinkler system for fire prevention.
- Required number of Evacuation point & refuge platforms for resident's safety along with fire alarms.
- Video door phone facility coupled with intercom system.

**Common lighting**

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

**Water treatment**

- Each apartment assures 24 hours treated water supply.

**& proofing**

- Superior quality waterproofing wherever necessary.



District of Kupang-III  
Kupang

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**Treatment**

- Anti-termite treatment during various stages of construction.
- Thermal insulation treatment for the roof.

**Grand Entrance****Lobby**

- Well decorated entrance lobby with premium texture paint finish in common areas such as staircases.

**Elevators**

- High speed automatic lifts of Kone/Schneider/ equivalent make with well-decorated lift cars.

**Electrical****Details**

- PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power points for necessary gadgets.
- Fire resistance wires with premium modular switches of Crabtree/ Havells or equivalent.
- Concealed wiring of reputed brands for electricity, telephone, internet etc inside the apartment.

- Quality earthing for all electro-mechanical gadgets.

**Doors**

- Internal doors - Both side painted door.
- Main door: One side teak finish door

**Windows**

- Color Anodized or powder coated glazed aluminum windows.
- Double glazed glass panels in all bedrooms to minimize noise pollution.

**Wall finish**

- Putty finish smooth walls.
- External- 10 thick brick wall, including plaster, paint.
- Internal 6 thick brick wall, including plaster, paint.

**Floors & Dado**

- Large 800x800 vitrified tiles in living & dining & 600x600 vitrified tiles in all bedrooms.



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- Anti-skid ceramic tiles in Kitchen floors.
- Anti-skid floor tiles in bathroom and designer tiles on wall upto 8 ft height.

#### **Hardware & Fittings**

- Branded locks and hardware fittings of Yale, Godrej or equivalent make.

#### **Toilets**

- Water efficient sanitary fixtures (Hindware Italian collection / Kohler or equivalent).
- Top-of-the-line international quality fittings of jaguar or equivalent make.
- Designer large size wall tiles upto 8 feet height. Anti-skid flooring.
- Hot and cold water provision.

#### **Kitchen**

- Granite counter top.
- Dado of ceramic tiles above platform upto 2 feet height.
- Stainless steel sink.
- Hot & cold water provision.
- Separate KMC water line for drinking water.
- Ceramic wall tiles in utility balcony.

#### **Live amongst Green, Air & Water**

- Ample open area & greenery all around.
- Terraces in some apartments to give a blissful feeling.

#### **Air & Light Circulation**

- Meticulously planned apartments, two/three sides open with cross-ventilated and adequate daylight.



District Sub-Registrar-III

Aligarh

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- Air-conditioning** • Split air-conditioning in all rooms including the dining/ living room.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Amenities)**

- Roof-top Swimming Pool with Landscaped Greens.
- Fully Equipped AC Gym.
- AC Community Hall.
- AC Indoor Games Room.
- Children's Play Area.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**Part-I**  
**(Security Deposit)**

Rs. 1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) which has been paid by the Developers to the Owner and shall be refunded to the Developers by the Owner in terms of this Agreement.

It is further agreed between the parties hereto that, the security deposit paid by the Developer herein to the Owner herein shall be refunded/adjusted by the Developer from the Owners Net Revenue and after adjustment of the entire refundable amount of Rs.1,25,00,000/- as mentioned herein above, thereafter the Developer shall release the balance payment to owner of its net realization.

**Part-II**  
**(Premium )**

Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) which has been paid by the Developers to the Owner and shall be non-refundable.



ডিস্ট্রিক্ট সাব-রেজিস্ট্রার-III  
আলিপুর, সোমবার, ২৬ জানুয়ারি

25 JAN 2017

IN WITNESS WHERE OF 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 OWNER

at Kolkata in the presence of:

1. *Per K.*

2. *Sagon Das*

PASHUPATI PROPERTIES PVT. LTD.  
*M. G. Bhattacharya*  
Authorized Signatory  
OWNER

SIGNED AND DELIVERED BY THE

PARTY OF THE DEVELOPERS

at Kolkata in the presence of:

1. *Per K.*  
*Sagon Das*  
Authorized Signatory

FOR MERLIN PROJECTS LIMITED  
*Sagon Das*  
Authorized Signatory  
(GAURANGA NERTA)

2. *Sagon Das*  
22 No. Prince Anand, Shal Road,  
Kolkata - 700033

PASHUPATI COMMOSSES PRIVATE LIMITED  
*Sagon Das*  
Authorized Signatory  
DEVELOPERS

*Sagon Das*  
*Per K.*  
Authorized Signatory  
MRS. SAGON DAS



District Sub-Registrar-III  
Allipore, Spangal, Palakkad

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MEMO OF CONSIDERATION

Received a sum of Rs. 2,00,00,000/- (Rupees Two Crore Only) being the full consideration money as per the memo given below :

Date 21.03.2015, through CHAQUE/RTGS , Kotak Mahindra Bank and  
Park Street Branch, Amount Rs.1,00,00,000/-

Date 08.07.2015, through CHEQUE/RTGS, Kotak Mahindra Bank and  
Park Street Branch, Amount Rs.1,00,00,000/-

Total

Rs.2,00,00,000/-

(Rupees Two Crore Only)

Witnesses:

1. for Mr.

2. Sagar Das

PASIDIPATI, CHENNAI  
M. S. S. S. S.  
Authorized Signat

OWNER



District Sub-Registrar-III  
Alipore, South 24 Parganas

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Name: MANOJ KHANNA

Signature: Manoj Khanna

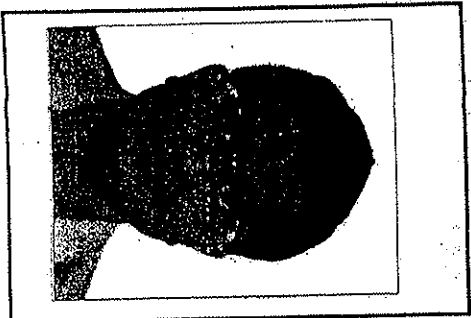
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	right hand	Thumb	Index Finger	Mid Finger	Ring Finger	Little Finger



Name: GAURANG MEHTA

Signature: Gaurang Mehta

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	right hand	Thumb	Index Finger	Mid Finger	Ring Finger	Little Finger



Name: RISHI KUMAR D. SANGHVI

Signature: Rishi Sanghvi

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District Sub-Region-III  
Alipor, South 24 Parganas.

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### Major Information of the Deed

Deed No	I-1603-00325/2017	Date of Registration	30/01/2017
CU No/ No/Year	1603-1000019950/2017	Office where deed is registered	
CU No/Date	20/01/2017 11:25:58 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Ap Plicant Name, Address & Other Details	Bapi Das Thana : Allpore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9836980696, Status :Advocate		
Transaction	Additional Transaction		
[01 10] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,00,000/-]		
Self-Offr value	Market Value		
	Rs. 8,61,61,508/-		
Stamp duty/Paid (SD)	Registration Fee Paid		
Rs. 75,12/- (Article:48(g))	Rs. 2,20,042/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip. (Urba area)		

### Land Details :

Distrcit: South 24-Parganas, P. S.- Entaly, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Convent Lane  
Premises No. 10, Ward No: 56

Sd/No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land and Value (In Rs.)	SelfOrth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Basu		1 Bigha 10 Katha		7,88,49,008/-	Property is on Road
<b>Grand Total :</b>					<b>49.5Dec</b>	<b>0 /-</b>	<b>788,49,008 /-</b>	

### Structure Details :

Sd/No	Structure Details	Area of Structure	SelfOrth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	0/-	73,12,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 10000 Sq Ft. Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>10000 sq ft</b>	<b>0/-</b>	<b>73,12,500 /-</b>	

### Land Lord Details :

Sd/No	Name, Address, Photo, Finger print and Signature
1	<b>Pashupati Properties Pvt Ltd</b> 3B, Lalbazar Street, P.O.- G P O, P. S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 PAN NC AACCP0216G, Status :Organization, Executed by: Representative

### Developer Details :

Sd/No	Name, Address, Photo, Finger print and Signature
1	<b>Merlin Projects Ltd</b> Merlin Oxford, 2nd Floor, 22, Prince Anwar Shah Ro, P.O.- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 PAN No. AACM0505B, Status :Organization



2	<b>Pashupati Commosales Pvt Ltd</b> 493/C/A, G. T. Road, Vivekihar, Phase - 4, Block, P.O.- Baisnabpara Bazar, P.S.- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102 PAN No. AAFCP3220K, Status : Organization
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**Representative Details :**

Sl. No	Name, Address, Photo, Fingerprint and Signature
1	<b>Mr Manoj Khanna</b> Son of Mr. Jagat Pal Khanna 67, Dr. Suresh Sarkar Road, Flat No: 113, P.O.- Entally, P.S.- Entaly, District:-South 24-Parganas, West Bengal, India, PIN - 700014, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AFSPK9653E, Status : Representative, Representative of : Pashupati Properties Pvt Ltd (as Authorised Signatory)
2	<b>Mr Gaurang Mehta</b> Son of Mr Pradip Bhogial Mehta 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: Others, Citizen of: India, PAN No. AKYPM1433F, Status : Representative, Representative of : Merlin Projects Ltd (as Authorised Signatory)
3	<b>Mr Rachit Kumar D Sanghvi</b> Son of Mr Dinesh Bhai Sanghvi Date of Execution - 25/01/2017, , Admitted by: Self, Date of Admission: 25/01/2017, Place of Admission of Execution: Pvt. Residence
	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: Others, Citizen of: India, PAN No. AHSPD3491P, Status : Representative, Representative of : Pashupati Commosales Pvt Ltd (as Authorised Signatory)

**Identifier Details :**

Name & address

Mr Sagar Das  
Son of Mr Shyam Sundar Das  
23, 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: Others, Citizen of: India, , Identifier Of Mr Manoj Khanna, Mr  
Gaurang Mehta, Mr Rachit Kumar D Sanghvi

**Transfer of property for LI**

Sl.No	From	To. with area (Name-Area)
1	Pashupati Properties Pvt Ltd	Merlin Projects Ltd-24.75 Dec,Pashupati Commosales Pvt Ltd-24.75 Dec
Transfer of property for SI		
Sl.No	From	To. with area (Name-Area)
1	Pashupati Properties Pvt Ltd	Merlin Projects Ltd-5000 Sq Ft,Pashupati Commosales Pvt Ltd-5000 Sq Ft



Endorsement For Deed Number : I - 160300325 / 2017

On 25-01-2017  
Certificate of Market Value (WB PUVI, Mass of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,61,61,508/-

*WB Basu*

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

On 25-01-2017  
Presentation (Under Section 52 & Rule 22A) of 464 (WB Registration Rules, 1962)  
Presented for registration at 18:20 hrs on 25-01-2017, at the Private residence by Mr Rachit Kumar D Sanghvi .  
Admission of Execution (Under Section 53, WB Registration Rules, 1962) [Representative]

Execution is admitted on 25-01-2017 by Mr Manoj Khanna, Authorised Signatory, Pashupati Properties Pvt Ltd, 3B, Lalbazar Street, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001

Indefiined by Mr Sagar Das, ., Son of Mr Shyam Sundar Das, 23, Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Others  
Execution is admitted on 25-01-2017 by Mr Gaurang Mehta, Authorised Signatory, Merlin Projects Ltd, Merlin Oxford 2nd Floor, 22, Prince Anwar Shah Ro, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Indefiined by Mr Sagar Das, ., Son of Mr Shyam Sundar Das, 23, Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Others  
Execution is admitted on 25-01-2017 by Mr Rachit Kumar D Sanghvi, Authorised Signatory, Pashupati Commosales Pvt Ltd, 493/C/A, G. T. Road, Vivekvihar, Phase - 4, Block, P.O:- Baisnabpara Bazar, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102

Indefiined by Mr Sagar Das, ., Son of Mr Shyam Sundar Das, 23, Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Others

*WB Basu*

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

On 30-01-2017  
Certificate of Admissibility (Rule 24, WB Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 7 (g) of Indian Stamp Act 1899.





**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,20,042/- ( B = Rs 2,19,989/-, E = Rs 21/-, H = Rs 8/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,20,042/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/01/2017 4:51PM with Govt. Ref. No: 192016170041609301 on 24-01-2017, Amount Rs: 2,20,042/-,  
Bank Indian Bank ( IDIB000C001), Ref. No. IB24012017030468 on 24-01-2017, Head of Account 0030-03-104-001-1E

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-,  
by online = Rs 75,021/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 242731, Amount: Rs. 100/-, Date of Purchase: 26/11/2016, Vendor name: 1  
Chakraborty  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/01/2017 4:51PM with Govt. Ref. No: 192016170041609301 on 24-01-2017, Amount Rs: 75,021/-, Bank  
Indian Bank ( IDIB000C001), Ref. No. IB24012017030468 on 24-01-2017, Head of Account 0030-02-103-003-02

*Utpal Basu*

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

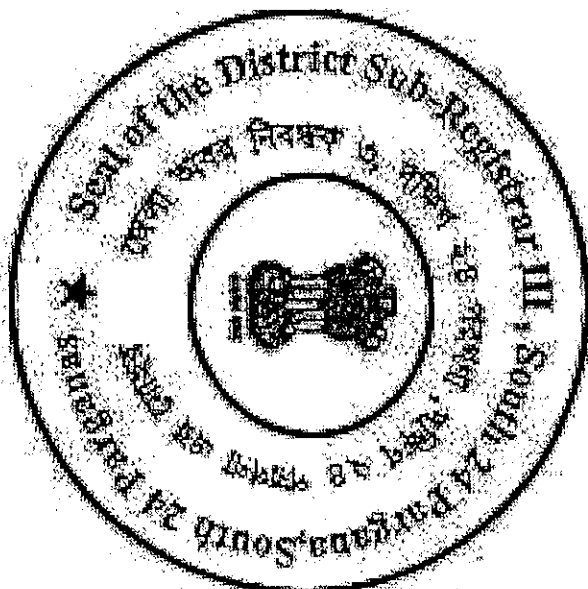


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2017, Page from 7947 to 8002

being No 160300325 for the year 2017.



Digitally signed by UTPAL KUMAR

BASU

Date: 2017.01.31 16:32:36 +05:30

Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 31/01/2017 16:32:35

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)



Directorate of Registration & Stamp Revenue  
e-Challan

GRN : 19-201617-004160930-1

Payment Mode : Online Payment

GRN Date : 24/01/2017 16:50:52

Bank : Indian Bank

BRN : IB24012017030468

BRN Date : 24/01/2017 16:51:35

**DEPOSITOR'S DETAILS**

Id No. : 16031000019950/2/2017  
[Query No./Query Year]

Name : MERLIN PROJECTS LTD AND OTHERS

Mobile No : +91 9836980696

E-mail :

Address : 22 PRINCE ANWARSHAH ROAD, KOLKATA 700033

Applicant Name : Mr Bapi Das

Office Name :

Office Address :

Status of Depositor :

Buyer/Claimants

Purpose of payment / Remarks :

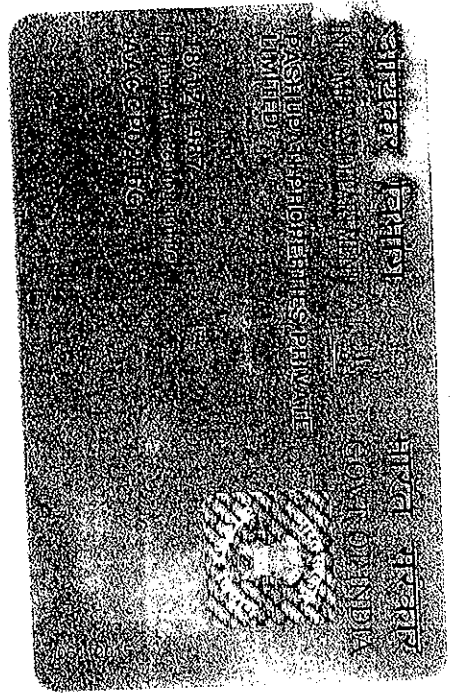
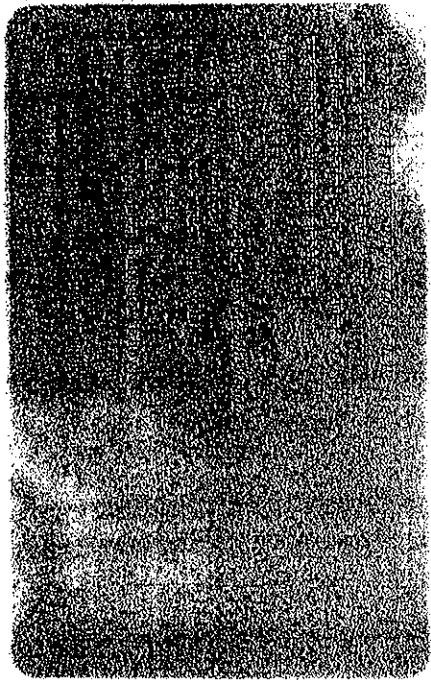
Sale, Development Agreement or Construction agreement  
Payment No. 2

**PAYMENT DETAILS**

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount (₹)
1	16031000019950/2/2017	Property Registration- Registration Fees	0030-03-104-001-16	220042
2	16031000019950/2/2017	Property Registration- Stamp duty	0030-02-103-003-02	75021
<b>Total</b>				<b>295063</b>

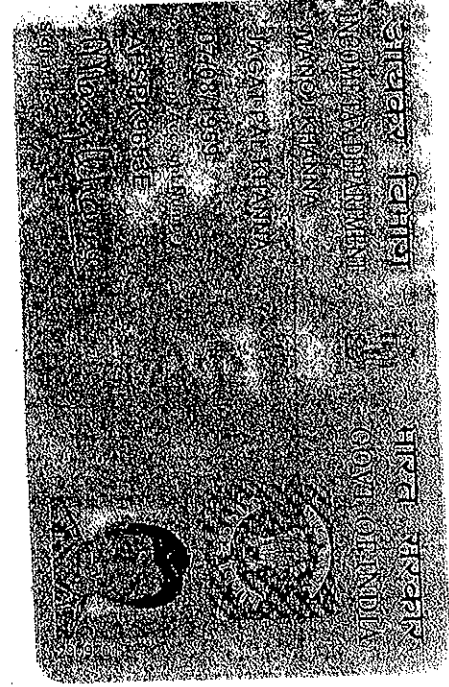
In Words : Rupees Two Lakh Ninety Five Thousand Sixty Three only













आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

PASHUPATI GOMOSALES PRIVATE  
LIMITED

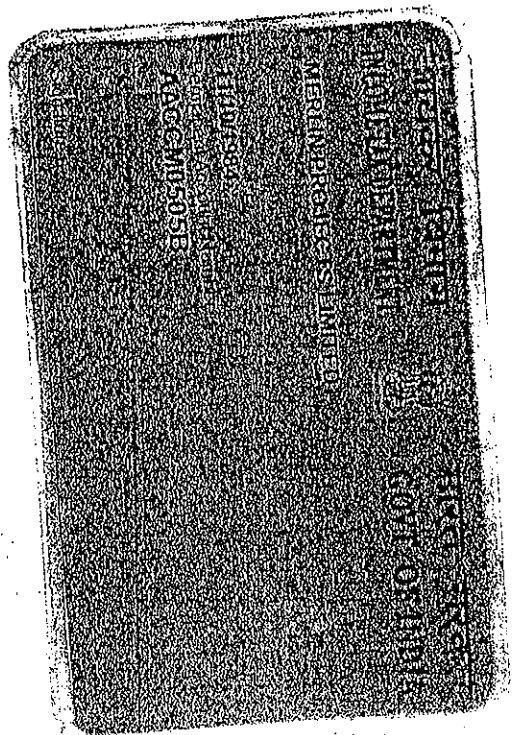
01/04/2010

ANFCPS2201K















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Dated this      day of      , 2017  
\*\*\*\*\*

BETWEEN

PASHUPATI PROPERTIES PRIVATE  
LIMITED  
.....OWNER

AND

MERLIN PROJECTS LIMITED & ANR.  
.....DEVELOPERS

DEVELOPMENT AGREEMENT  
OF  
PREMISES NO. 10, CONVENT LANE,  
KOLKATA - 700 014