

TAKHAR)

7

SL. No. 15 of 2011

Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I, MD. TAUHID ANWAR appointed by the Government of India as a NOTARY being authorised to practice as such in and throughout KOLKATA in the state of West Bengal within union of India do hereby verify, authenticate, certify attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants (S).

*Original Development Agreement
West Bengal Housing Board
at 105 S. N. Banerjee Road, K.M. 14
on 11/03/11*

Here after referred to as the executants (S) on this day of

11 MAR 2011

Two thousand.....

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identify of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notary Stamp on original

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Kolkata on this day of Two thousand.....

11 MAR 2011

[Signature]
MD. TAUHID ANWAR

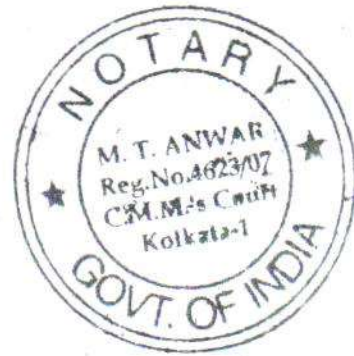


NOTARY
Govt. of India
Registration No. 4623/07
Chief Metropolitan Magistrate's Court
2, Bankshall Street, Kolkata - 700 001



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 126481



DEVELOPMENT AGREEMENT

THIS AGREEMENT made on 1st day of March..... Two Thousand eleven

BETWEEN

WEST BENGAL HOUSING BOARD, a statutory authority formed under the West Bengal Housing Board Act, 1972 and having its registered office at 105, S.N. Banerjee Road Kolkata – 700 014, hereinafter referred to and called the "BOARD" (which term or expression shall unless excluded by or repugnant to the subject or context, mean and include its successors in interest and assigns) of the **ONE PART**.

Bengal Merlin Housing Ltd.

[Signature]

Director

M. T. ANWAR
Notary, Regn. No. 4623/07
Govt. of India
C.M.M.'s Court
Kolkata

[Signature]
Housing Commissioner
West Bengal Housing Board

11 MAR 2011

2530
 Serial.....
 D.....
 Name..... 20/07/2011
 Address.....

Aheri Banerjee
 Advocate
 High Court, Cal-1

A. K. Purkayastha (Stamp Vendor)
 Alibore Police Court, Kol-27

with the court file stamp

Stamp

AND

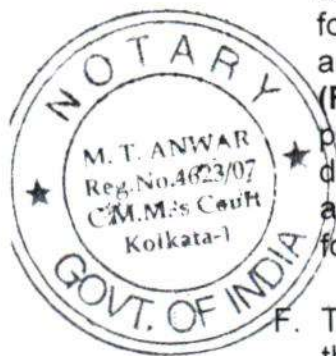
BENGAL MERLIN HOUSING LTD. A Company incorporated under the Companies Act, 1956 having its registered office at 79, Shambhunath Pandit Street, Kolkata -700 020, hereinafter called and referred to as the "**COMPANY**" (Which term or expression shall unless excluded by or repugnant to the subject Or context, mean and include its successors in interest and assigns) of the **OTHER PART.**

WHEREAS: -

- A. The "**COMPANY**" is an Assisted Sector Company of the Board and was incorporated to carry out various developments for which the Board was formed.
- B. The "**COMPANY**" along with its associates were in the look out for suitable land in and around Kolkata for development of residential Complex along with allied facilities such as shops, club, school etc. It had been initially decided that such lands would be procured in the name of the Board in different phases and would then be handed over to the Company for development.
- C. Accordingly the "**COMPANY**" has identified some land measuring about **106 decimals** equivalent to 3 Bighas 4 Cottahs 2 Chittak and 36 Sft more or less devolved upon as under:-

ALL THAT the piece or parcel of land measuring 106 decimals comprised in R.S./L.R. Dag Nos. 412, 413, 414, 415 & 416 being R.S./Hal L.R. Khatian No. 1660 & 1661 under Mouza Thakdari, J. L. No. 19, under No. 2, Gram Panchayat, P.S. New Town, Dist. 24 Parganas (North).

- D. Thereafter it was decided that the "**COMPANY**" would acquire the "Said Lands" directly in the name of the BOARD and the BOARD would allot the "**Said Land**" to the "**COMPANY**" for development subject to a Developer's Agreement in the usual form of the Board to be executed by and between the parties hereto.
- E. In Pursuance of the above, the "**COMPANY**" with the assistance of its associates has financed for value of land as well as the expenses incurred for Stamp Duty, Registration Fees etc. for the "Said Lands" having the area 106 decimals more or less, at a total price of **Rs. 2,41,64,000/- (Rupees Two crore forty one lacs sixty four thousand only)** purchased in the name of the BOARD, more fully and particularly described in the **Schedule-"A1"** and the BOARD is now the sole and absolute owner in respect of the "Said Lands". The details of the Deeds for acquiring of land is mentioned in **Schedule "C"**
- F. The BOARD had decided in its 421st meeting held on 27th February, 2006 that a Development Agreement in the usual format of the BOARD be entered with the "**COMPANY**" for developing a residential complex together with some commercial area and allied facilities for resident's convenience at the "said lands", hereinafter referred to as the "**PROPOSED COMPLEX**" and that the proposed complex should be constructed/ developed in such a manner so that LIG, MIG & HIG units



Housing Commissioner
West Bengal Housing Board

M. T. ANWAR
Notary, Reg. No. 4623/07
Govt. of India
C.M.M.S. Court
Kolkata

Bengal Merlin Housing Ltd.
Director

11 MAR 2011.

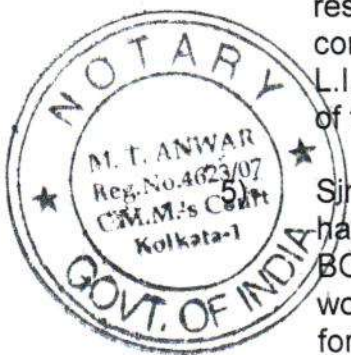
are constructed in accordance with the Scheme of the Board along with Commercial areas, shops and other allied facilities for the convenience of the residents as well as those in the surrounding areas and this Agreement is therefore being executed between the parties hereto.

- G. On an application from the COMPANY for constructing LIG and MIG – L, at mouza Takdhari, the same is being approved by the BOARD whereby being 10% LIG and 20% MIG – L will be developed at land in mouza Takdhari morefully mentioned in **Schedule – A**.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

- 1) The BOARD hereby appoint the "COMPANY" as its DEVELOPER and/or AGENT for the purpose of construction of the proposed complex at the "said lands" on the terms and conditions hereby contained and the "COMPANY" accepts such appointment.
- 2) It is clarified that this is not an agreement to sell and/or transfer the "said lands" or any part there of to the "COMPANY" but is merely an Agreement authorizing the "COMPANY" to develop the "said lands" by constructing and completing the said Complex in all respects and to enter into contracts on behalf of the BOARD with prospective allottees/Purchasers for the Sale of units in the proposed Complex.
- 3) In as much as the "Said Lands" was purchased directly in the name of the BOARD with the finance of the "COMPANY" as aforesaid, the "COMPANY" will not be required to pay any amount to the BOARD towards the "Said Lands" and the BOARD shall be treated to have given permissive possession of the "Said Lands" to the "COMPANY" immediately after executing and signing of this Agreement. However, the "COMPANY" may have to pay an amount of **Rs. 2,41,640/- (Rupees Two lacs forty one thousand six hundred forty only)** being 1% (one percent) of the said total consideration of **Rs. 2,41,64,000/- (Rupees Two crore forty one lacs sixty four thousand only)** as administrative charges to the BOARD within 15 (fifteen) days of signing of agreement, failing which an interest @ 15% per annum will be imposed upon the "COMPANY" by the BOARD.
- 4) The "COMPANY" will pay and bear the full cost of implementation of the proposed Complex and will be empowered and authorized by the BOARD as its Agent to sell the units and/or buildings constructed by the "COMPANY" together with proportionate undivided share in the respective land of the project of the "Said Lands" on such terms and conditions as the "COMPANY" may decide. However, the Sale Price of L.I.G., M.I.G. (L) shall be determined as per the guidelines and decisions of the said Board in consultation with the said Company.

Simultaneously with the signing of this Agreement, The BOARD has handed over possession of the "Said Lands" to the "COMPANY". The BOARD will also permit the "COMPANY" to survey the land and do such work as will be required to prepare and get necessary plans sanctioned for the development/construction of the proposed Complex for which the BOARD shall give required facilities and co-operation excepting financial expenditure / commitment. The Company will be entitled to deliver



M.T.
Housing Commissioner
West Bengal Housing Board

Bengal Merlin Housing Ltd.

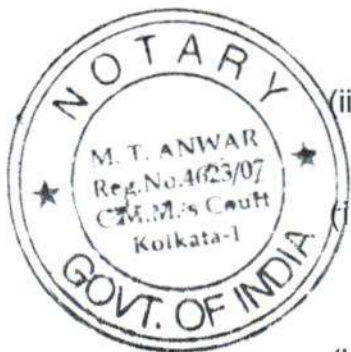
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M. T. ANWAR
Notary, Regn. No. 4623/07
Govt. of India
C. M. M. S. Court
Kolkata


J. P. Senardhay
Director


11 MAR 2011

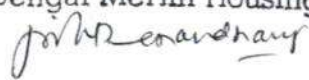
possession of the land or the units/ships/plots and/or buildings and/or portions of the land and/or the Complex and the Board shall not interfere with the decision of the Company, PROVIDED THAT the Company performs it as parts of the Agreement. However, until completion of construction of the proposed Complex the permissive possession of the "Said Lands" will not be exclusive, but joint with the BOARD.

- 6) The "COMPANY" shall as the Developer and/or the Agent of the BOARD construct / develop the proposed Complex or get the proposed complex constructed / developed in such a manner so that LIG and MIG – L Units are constructed in accordance with the Scheme of the Board and the conditions as set out in **Schedule - B**.
- 7) All costs relating to the completion of construction of the proposed Complex including, but not limited to site preparation, raising the height of the Said Lands to road level, erection, construction and completion of the proposed Complex, shall be borne and paid by the "COMPANY" solely and exclusively. The Company shall develop the said lands primarily for housing along with club, shops and some other facilities as may be required.
- 8) The "COMPANY" shall receive and be entitled to exclusively and appropriate all amounts receivable from the allottees / purchasers of the units/ shops and/or buildings in the proposed Complex by way of earnest money and/or consideration. The Company after the sanction of the plan may do advance selling of units in the proposed complex and may raise advance against the same. The Company may further do the necessary publicity/advertisement for the same. In such advertisement and publicity the Company may always mention Housing Board as a Co-Promoter in the company and as an Assisted Sector Company of West Bengal Housing Board, Govt. of West Bengal.
- 9) Simultaneously herewith the Board has granted and /or shall grant a Power of Attorney in favour of the Company and /or its Director/s, and/or its authorized persons / signatories / nominee / nominees authorizing the company or its Director/s and/or its authorized persons / signatories / nominee / nominees as aforesaid to do various acts, deeds, things and works to be done, executed and performed in the name of the Board as envisaged under this Agreement or to be done by the Company including but not restricted –
 - (i) To sign and submit the necessary plans applications, undertakings, declarations, or obtaining the Building Sanction / Permission from the concerned authorities.
 - (ii) To apply to CESC Ltd. or West Bengal State Electricity Board (WBSEB) for electricity connection.
 - (iii) To apply to The Chief Electrical Inspector, Govt. of West Bengal for permission for installation of lifts, transformer, generator and other electrical gadgets.
 - (iv) To apply for clearance from West Bengal Fire Service, Police Authority, Microwave Authorities, Airport Authority of India,




Housing Commissioner
West Bengal Housing Board


M. T. ANWAR
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Bengal Merlin Housing Ltd.

Director

11 MAR 2011

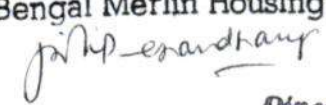
Kolkata Improvement Trust, Kolkata Metropolitan Development Authority or any other concerned authority/authorities.

- (v) To construct a building and for that purpose to appoint the Architects, Surveyors, Engineers, Sub-Developers and other person or persons as may be required for development of the proposed complex.
- (vi) To sell various portions of the proposed complex being constructed unit/area along with the land being part of the said lands and in the proposed complex to be developed by the Company for such consideration as may be thought fit by the company further to sign necessary Allotment Letters, Sale Agreements, Sale Deeds, Home Loan documents, Possession Letters etc. and
- (vii) To create charge, mortgage on the said lands for raising construction finance and home loan etc. However, the Board will be obliged to execute, grant & Register Sale Deeds in favour of the Purchasers nominated by the Developers if so required.
- 10) All common parts and/or areas of Said Complex not specifically conveyed and/or sold to any allottee/purchaser shall be conveyed by the BOARD to such "COMPANY" or other associations or persons as may be nominated by the "COMPANY", without the BOARD claiming any additional consideration for the same.
- 11) The "COMPANY" shall complete the proposed Complex and implement the scheme fully within six (6) years from the date hereof SUBJECT HOWEVER to sanction of the plans of the proposed Complex and/or parts thereof within six (6) months of submission, and SUBJECT TO force majeure and other reasons beyond the direct control of the "COMPANY". PROVIDED HOWEVER THAT in case there be any unsold unit and/or portion out of the "Said Lands" and/or in the proposed Complex at the end of the said period and/or its extension, then and in such event, the Conveyance of such units and/or portion may be postponed till such time as may be reasonably required.
- 12) The "COMPANY" shall indemnify and keep the Board saved, harmless and indemnified from all losses and damages suffered by or claimed or to be claimed against the Board arising out of the exercise of the powers and authorities granted to the "COMPANY" by the BOARD as aforesaid.
- Simultaneously herewith the BOARD doth grant to the "COMPANY" a license to enter upon the "Said Lands", to erect such fencing or boundary as may be required, to do all works for implementation of the scheme and construction and completion of the proposed Complex and all the other works in connection therewith.
- 14) With regard to the possession of the "Said Lands", the BOARD confirms that the "COMPANY" will be entitled to deliver possession of the "Said Lands" and/or the units/plot and/or buildings and/or portions of the "Said Lands" and/or the proposed Complex and the BOARD shall not interfere with such decision of the "COMPANY", PROVIDED THAT the




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Director


11 MAR 2011

"COMPANY" performs it as parts of the Agreement and PROVIDED FURTHER THAT at all times the BOARD shall also be deemed to be in joint possession with the "COMPANY" until the sale of all the units/plot and/or buildings and/or portions of the "Said Lands" and /or the proposed Complex.


- 15) The BOARD shall be entitled, from time to time, to inspect all works, papers and books (including accounts books) and other records of the "COMPANY" regarding the implementation of the scheme and give such directions and/or instructions in respect thereof to the "COMPANY" as it may deem necessary, in case it finds any default on the part of the "COMPANY".
- 16) Notwithstanding what has been stated in previous clauses hereinabove the BOARD shall not be responsible for any delay, defective Construction etc. in the execution or the works.
- 17) The "COMPANY" shall be entitled to do all lawful works required for the implementation of the Scheme and/or construction/development of the proposed Complex by itself and/or by other contractors / developers appointed by it and/or in any other manner it deems fit and proper and /or to enter into partnership with others or to assign the benefits and burden of this agreement in favour of any firm in which the Company may be a partner or otherwise in order to effectively perform and discharge its obligations hereunder. None of thereon tractors/developers and/or other persons including the said firm or assignee of the Company engaged in connection therewith shall have any claim of any nature whatsoever against the BOARD. The "COMPANY" shall solely be responsible for due discharge of the obligations hereunder by the said firm or the assignee as the case may be and also for payment of all amounts, including compensation for injuries to such workmen and/or other persons engaged by them, due to anything done by the "COMPANY" in pursuance hereof and the "COMPANY" shall keep the BOARD saved, harmless and indemnified in respect of all claims and/or dues against the BOARD. The "COMPANY" shall execute the scheme as per this Agreement and according to the law of the land and shall indemnify the BOARD against any contravention of rules/regulations/laws whatsoever during the pendency of this Agreement.
- 18) The "COMPANY" shall at its own risk, cost and expense settle all claims regarding the Board's title in respect of the "Said Lands" and shall ensure that the same do not any manner impede the implementation of this agreement and to that extent, the "COMPANY" shall keep the BOARD saved, harmless and indemnified.

19) The "COMPANY" shall be entitled and is hereby empowered to raise necessary finance for execution of the scheme and/or construction of the proposed Complex including finance from the authorized Financial Institutions, Banks, Corporate house or such other bodies including to seek and obtain foreign direct investment for development of the "Said Lands" by construction of the proposed Complex as per the scheme and for that purpose to create charge, mortgage or any other lien over the "Said Lands" and/ or the proposed Complex in favour of Banks Financial




Housing Commissioner
West Bengal Housing Board

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M. DANWAR
Notary, Regn. No. 4623/07
Govt. of India
C.M.M.'S Court
Kolkata

Bengal Merlin Housing Ltd.



Director

11 MAR 2011

Institutions or other bodies, provided however that the "COMPANY" shall **repay such liabilities** at the earliest opportunity and shall at all times keep the BOARD saved, harmless and indemnified against all claims, loss and/or damages that the BOARD may suffer or have to face in relation to or arising out of such mortgage. The BOARD has granted the power to mortgage by this present and also by a Power of Attorney as mentioned in Clause 8. For this purpose the BOARD shall hand over and deliver to the COMPANY, all original title deeds.

- 20) The BOARD undertakes to render all reasonable assistance to the "COMPANY" in the matter of obtaining all permits /licences and other sanctions from appropriate authorities like HIDCO, KMDA, KIT, WBSEB etc. for implementation of the scheme but the COMPANY shall bear the entire cost including incidental charges for such permission/sanction etc. The BOARD further undertakes to check all architectural drawings/designs; structural designs etc. give them due sanction service charge @ Rs.25/- per sq. mtr. of built up area which is to be paid vide Housing Department Order No. 689-HI/JV/-13/04 dated 27.08.2007 by the COMPANY to the BOARD at the time of signing and approving the drawing, design etc. towards the cost of such checking and/or verification by the BOARD.
- 21) This Agreement may be amended/rescinded by mutual consent if it is required for the interest of the Board at any time, without hampering the interest of any parties. Be it stated further that notwithstanding anything contained in the fore going clauses, the Developer's agreement so executed shall stand automatically cancelled at any stage or at any point of time if it is found that the purchase of land by the joint sector companies on behalf of companies on behalf of WBHB is in violation of any prevailing act/provision of any law/statute etc. in force.
- 22) Any notice to be given hereunder shall be deemed to- have been duly served if it is in writing and signed by the party giving the notice and send by registered post properly stamped and addressed to the other party at its last notified address. The service shall be deemed to have been made on the seventh day of the posting.
- 23) Settlement of all disputes and differences between the parties hereto arising out of this Agreement and/or in any manner connected herewith shall be by arbitration under the "Arbitration and Conciliation Act, 1996 or as amended from time to time.

SCHEDULE – 'A1' AS REFERRED TO ABOVE

ALL THAT the piece or parcel of land measuring **106 decimals** comprised in R.S./L.R. Dag Nos. 412, 413, 414, 415 & 416 being R.S./Hal L.R. Khatian No. 1660 & 1661 under Mouza Thakdari, J. L. No. 19, under No. 2, Gram Panchayat, P.S. New Town, Dist. 24 Parganas (North).

SL	R.S./L.R. DAG NOS.	TOTAL LAND AREA	ACQUIRED AREA (DECIMALS)	NATURE OF LAND
1	412	41	41	Bas Jhar
2	413	14	14	Danga



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West Bengal Housing Board

Bengal Merlin Housing Ltd.

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M. T. ANWAR
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C.M.M.'S Court
Kolkata

11 MAR 2011

3	414	21	21	Danga
4	415	13	13	Bastu
5	416	17	17	Bas Jhar
	TOTAL		106	

SCHEDULE – A
(Details of the land)

Dag No. 412

Total Area : 41 Decimals
Acquire Area : 41 Decimals
Nature of Land : **Bas Jhar**

North : Panchayat Road
South : By Dag no. 432 & by Dag no. 415
East : By Dag no. 413, by Dag no. 414 & by Dag no. 415
West : Panchayat Road

Dag No. 413

Total Area : 14 Decimals
Acquire Area : 14 Decimals
Nature of Land : **Danga**

North : Panchayat Road
South : By Dag no. 414 & part of Dag no. 416
East : By Dag no. 419 & part of Dag no. 418
West : By Dag No. 412

Dag No. 414

Total Area : 21 Decimals
Acquire Area : 21 Decimals
Nature of Land : **Danga**

North : By Dag no. 413
South : By Dag no. 416
East : By Dag no. 416
West : By part of Dag no. 413 & by part of Dag no. 415

Dag No. 415

Total Area : 13 Decimals
Acquire Area : 13 Decimals
Nature of Land : **Bastu**

North : By Dag no. 412
South : By Dag no. 430 & by part of Dag no. 419
East : By Part of Dag No. 414 & by part of Dag no. 416
West : By Dag no. 412

Dag No. 416

Total Area : 16 Decimals
Acquire Area : 16 Decimals
Nature of Land : **Bas Jhar**

North : By Dag no. 414 & by part of Dag no. 413
South : Panchayat Road
East : By part of Dag no. 418 & by part of Dag no. 417
West : By Dag no. 415.



[Signature]
Housing Commissioner
West Bengal Housing Board

8

[Signature]
M. T. ANWAR
Notary, Regn. No. 4623/07
Govt. of India
C.M.M.'s Court
Kolkata

Bengal Merlin Housing Ltd.

[Signature]
Director

11 MAR 2017

SCHEDULE 'B' AS REFERRED TO ABOVE

1. The Development will primarily be for housing purposes. It may also include multipurpose facilities such as Club, Guest Rooms, Banquets, Sports and recreational facility for the residents.

2. As per the scheme approved, the Company will develop 10% of Lower Income Group (LIG), and 20% of Middle Income Group – Lower (MIG – L), will be developed at mouza Takdhari.

3. All construction and/or development will be in accordance with and within the framework of the prevailing Building Byelaws and/or as applicable of any authority having jurisdiction over the said area.

SCHEDULE 'C' AS REFERRED TO ABOVE

The Company has paid a sum of at a total price of **Rs. 2,41,64,000/- (Rupees Two crore forty one lacs sixty four thousand only)** for purchase of land area of 106 Decimals more or less, to the respective Vendors by various Pay Orders/and or by cash drawn on Indian Overseas Bank, Bhowanipore Branch, Kolkata.

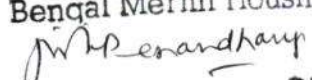
Sl. no	Deed nos.	Date	Dag nos.	Land area acquired (Decimal)	Registration details
1	1969/ 2011	18.02. 2011	412	41	A.D.S.R BIDHAN NAGAR SALY LAKE CITY.
			413	14	
			414	21	
			415	13	
			416	17	

DETAILS OF PAYMENT

Sl. No.	Name of Vendor	Area	Vendor Consideration	Confirming Party (Makesworth Projects & Developers Pvt. Ltd)
1	Gul Ahuja	53.5	96,65,600/-	48,32,800/-
2	Gopal Ahuja	53.5	96,65,600/-	
	Total	106	1,93,31,200/-	0
Total Consideration			2,41,64,000/-	

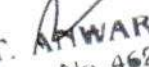

Housing Commissioner
West Bengal Housing Board



Bengal Merlin Housing Ltd.

Director

11 MAR 2011

9


M. T. ANWAR
Notary, Regn. No. 4623/07
Govt. of India
C.M.M.'S Court
Kolkata

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

SIGNED SEALED AND DELIVERED BY THE
'BOARD' AT KOLKATA IN THE PRESENCE OF:

- 1) *[Signature]*
- 2) *Samen Bhattacharya*
W.B. H.B.

[Signature]
Housing Commissioner
West Bengal Housing Board

[BOARD]

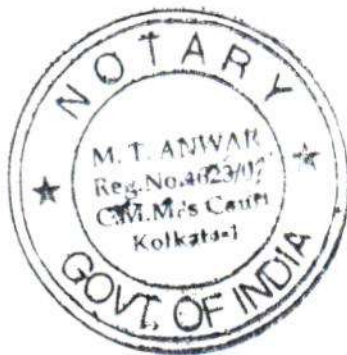
SIGNED SEALED AND DELIVERED BY THE
'COMPANY' AT KOLKATA IN THE PRESENCE OF:

Samir Damani

Bengal Merlin Housing Ltd.
[Signature]
Director

Identified by me

[Signature]
Padma Das
Advocate
C. M. M. Court, Cal



[COMPANY]

[Signature]
M. T. ANWAR
Notary, Regn. No. 4623/07
Govt. of India
C.M.M.'S Court
Kolkata

SIGNATURE ATTESTED
ON IDENTIFICATION BY
LD. ADVOCATE

[Signature]
M. T. ANWAR
NOTARY
Regn. No. 4623/07
Govt. of India
C.M.M.'S Court
Kolkata

11 MAR 2011

THE

DAY OF

20

PAPER WRITINGS 'A'

&

THE RELATED
NOTARIAL CERTIFICATE



MD. TAUHID ANWAR
B. Com, LL.B.

**ADVOCATE
&
NOTARY**

Government of India
Registration No. 4623/07
Chief Metropolitan Magistrate's Court
Bar Association
2, Bankshall Street, Kolkata - 700 001

RESIDENCE & CHAMBER

20/B, Market Street
Kolkata 700 087

Court : (033) 2220-9168
Chamber : (033) 2217-6520
Mobile : 9433218948
9432287519

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DATED THIS 1st DAY OF March 20..11

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DEVELOPMENT AGREEMENT

BETWEEN

WEST BENGAL HOUSING BOARD

AND

BENGAL MERLIN HOUSING LTD.

Re : Land at Thakdari - Rajarhat.

