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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 674540

THIS DEVELOPMENT AGREEMENT made this the 3<sup>rd</sup> day of MAY TWO THOUSAND AND FOURTEEN BETWEEN SRI RAJESH KUMAR MALL alias RAJESH MALL son of Late Motilal Mall, by faith Hindu, by Nationality Indian, residing at P-267, Hem Chandra Naskar Road, Phoolbagan, Kolkata-700010, hereinafter referred to as the FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART

Certified that the document is admitted to Registration. The signature sheets and the AND endrosemment sheets attached with the document are the part of this document.

District S&R Register-II  
 Alipore, South 24 Parganas

20 MAY 2014

25 MAR 2014

Serial. 8311 ..... Date.....  
Name.....  
Address.....  
Rs. 100/- .....

**BAPI DAS**  
Advocate  
Alipore Police Court  
Kolkata-700027

A. K. PURKAYASTHA (Stamp Vendor)  
Alipore Police Court, Kol-27

*Rajesh Mehta*



2700

MERLIN PROJECTS LTD.

*Rajesh Mehta*  
Director



2704

*Rajesh Kuma mallick*



*Ajay Mall (AJAY MALL)*  
*S/O Sri OM PRAKASH MALL*  
*216, M.G. ROAD*  
*KOLKATA - 700007*  
*BUSINESS*

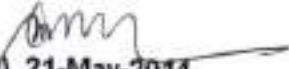
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 7  
Page from 14275 to 14328  
being No 05339 for the year 2014.



  
(Malay Chakraborty) 21-May-2014  
DISTRICT SUB-REGISTRAR-II  
Office of the D.S.R. -II SOUTH 24-PARGANAS  
West Bengal





**MERLIN PROJECTS LIMITED** a company within the meaning of the Companies Act 1956, having its registered office situated at No. 79, Shambunath Pandit Street, Police Station- Bhowanipore, Kolkata 700 020 and corporate office at 22, Prince Anwar Shah Road, Police Station-Charu Market, Kolkata-700033, represented by one of its Director **Sri Saket Mohta** son of **Sri Sushil Mohta**, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **OTHER PART**

**WHEREAS:**

- A) In pursuance of a registered Deed of Conveyance dated 19<sup>th</sup> July 1961 and registered at the office of the Sub Registrar, Alipore, 24 Parganas (South) in Book No. I Volume No. 124 Pages 4 to 26 Being No. 6130 for the year 1961 one Nilamani Dutt (since deceased) became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land containing by estimation an area of 3 acres 32 decimals (more or less) comprised in R.S. Dag Nos. 472,473,474,475 and 476 under Khatian Nos. 411, 412 and 420 in Mouza Siriti J.L. No.11 being Premises No. 2 and 4 Biren Roy Road, P.S. Behala, Kolkata 700 041 for the consideration and subject to the terms and conditions contained and recorded in the said Deed of Conveyance.
- B) The Premises No. 2 and 4 Biren Roy Road, P.S. Behala, Kolkata 700 041 has since been numbered as Municipal Premises No. 1 Raja Ram Mohan Roy Road (also known as 135, Raja Ram Mohan Roy Road), Police Station Behala, Kolkata 700 041 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **said PREMISES**).
- C) The said Nilamani Dutt died intestate sometime in the year 1964 leaving him surviving his widow Smt. Tara Rani Dutt, one minor son Balaram Dutt and two minor daughters namely Kumari Arati Dutt and Kumari Tapati Dutt as his only heirs and/or legal representatives who in accordance with the provisions of the Hindu Succession Act became entitled to the entirety of the said Premises.



  
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- D) The said Tara Rani Dutt during her lifetime was carrying on business under the name and style of India Iron & Steel Works (hereinafter referred to as the said BUSINESS) and for the purposes of her business had obtained a loan of Rs. 1,00,000/- (Rupees One Lac) from one Dr. Chandra Chomar Dey and for the purpose of securing repayment of the said loan amount and the interest accrued due thereon had created a charge and/or equitable mortgage by deposit of the original title deeds in respect of the said Premises.
- E) In as much as the said Tara Rani Dutt having failed to repay the said amount together with the interest accrued due thereon the said Dr. Chandra Chomar Dey filed a suit being No.20 of 1969 in the Court of the 7<sup>th</sup> Sub Judge at Alipore and the said suit was ultimately decreed in favour of the said Dr. Chandra Chomar Dey in pursuance of an Order No.19 dated 13<sup>th</sup> March 1971 passed by the Learned 7<sup>th</sup> Sub Judge at Alipore.
- F) The said Tara Rani Dutt having failed to make payment of the amount under the said decree, the said Premises was put up for sale on 4<sup>th</sup> February 1979 in pursuance of an Order passed in Title Execution Case No.15 of 1971 and the said Dr. Chandra Chomar Dey was declared to be the highest bidder and a sale certificate and possession of the said Premises and other assets were handed over to the auction purchaser namely Dr. Chandra Chomar Dey which was confirmed by an order dated 28<sup>th</sup> July 1973.
- G) The said Dr. Chandra Chomar Dey thereafter filed a Title Suit being No. 9 of 1974 in the 7<sup>th</sup> Court of the Sub Judge at Alipore for recovery of possession against the owners and also against Sur & Companies Employees Industrial Co-operative Society which was subsequently decreed by an order dated 21<sup>st</sup> August 1978 passed in Title Execution Case No. 14 of 1978 passed by the 7<sup>th</sup> Court Sub Judge at Alipore in favour of the said Dr. Chandra Chomar Dey.
- H) By an agreement dated 13<sup>th</sup> October 1982 the said Dr. Chandra Chomar Dey agreed to sell and transfer the said Premises unto and in favour of one Puranmall Goenka but in view of the fact that the said Premises was subject to lispens and that the said Dr. Chandra Chomar Dey was unable to hand over vacant possession to Puranmall Goenka the said Puranmall Goenka filed a suit being Title Suit No. 12 of 1986 in the 7<sup>th</sup> Court of Sub Judge, Alipore



  
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- (hereinafter referred to as the ALIPORE SUIT) for specific performance of the said agreement and for other consequential reliefs.
- I) During the pendency of the aforesaid suit the said Dr. Chandra Chomar Dey sold and transferred the said Premises unto and in favour of various persons whose names and addresses will appear from the **Part A of Second Schedule** hereunder written.
- J) The said Dr. Chandra Chomar Dey subsequently died and his name was expunged from the said Suit and the said Owners namely Sabitri Devi Daga and 31 others caused themselves to be added as Defendants in the said Alipore Suit.
- K) The said suit was ultimately decreed by a Division Bench of the Calcutta High Court.
- L) The said Puranmall Goenka being aggrieved by the said decree passed by the Hon'ble High Court at Calcutta filed a Special Leave Petition before the Hon'ble Supreme Court of India being No. 12930 of 2005 and the said Special Leave Petition was dismissed on 10<sup>th</sup> July, 2005. The said Puranmall Goenka filed two review petitions one before the Supreme Court and the other before the Calcutta High Court but both the review petitions were also dismissed by the Apex Court as well as by the Calcutta High Court.
- M) Subsequently some of the purchasers as listed in **Part A of Second Schedule**, transferred their respective share to some transferees the details of same mentioned in **Part B of Second Schedule**.
- N) By a registered indenture of conveyance dated 6<sup>th</sup> July 1985 and made between Dr. Chandra Chomar Dey therein referred to as the Vendor of the One Part and Sri Niwas Daga therein referred to as the Purchaser of the Other Part and registered at the office of the DSR, Alipore, 24 Pgs (South) in Book No. I Being No.12106 for the year 1985 the said Dr. Chandra Coomar Dey for the consideration therein mentioned sold transferred and conveyed in favour of the said Sri Niwas Daga ALL THAT the piece and parcel of land containing by estimation an area of 10.375 Decimals (more or less) together with all structures standing thereon (hereinafter referred to as the said PLOT) forming



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part of Municipal Premises No. 2 and 4 Biren Roy Road East which has since been numbered as Premises No. 135 Raja Ram Mohan Roy Road, Kolkata.

O) The said Sri Niwas Daga had acquired the said Plot by virtue of the said Deed of Conveyance dated 6<sup>th</sup> August 1985 for and on behalf of and on account of Sri Rajesh Kumar Mall son of Sri Motilal Mall and accordingly by a Deed of Release and Declaration dated 13<sup>th</sup> November 1987 registered at the office of the ADSR, Alipore; 24 Pgs (South) in Book No. 1 Being No. 3458 for the year 1987 and made between Sri Niwas Daga therein referred to as the Releasor of the One Part and Sri Rajesh Kumar Mall therein referred to as the Releasee of the Other Part the said Sri Niwas Daga released relinquished and disclaimed all his right title interest into or upon the said Plot and/or Entire Property unto and in favour of the said Sri Rajesh Kumar Mall absolutely and forever.

P) In the events as recited hereinabove the Owners (whose names and addresses as appearing in the **Part B of Second Schedule**, hereunder written) are presently the Owners of the entirety of the said Premises each of the Owners having an independent and distinct share or interest into or upon the said Premises capable of being dealt with independently of each other.

Q) Mr. Shri Kishan Mall and Mr. Shri Mohan Mall both are related to a number of co-owners in the said Premises as well as business associate of balance co-owners and have represented to the developer themselves as representatives of the co-owners. The Developer with the intent of undertaking development of the said Premises has been in negotiation through Mr. Shri Mohan Mall and Sri Kishan Mall with each of the owners except the eight Owners, whose names are specified in the **Part C of Second Schedule** of the said Premises for undertaking development thereof. The developer shall directly deal with those eight (8) nos. co owners specified in Part C Second schedule.

R) Each of the owners or in conjunction with the other owners shall enter into separate agreements for development in respect of the undivided share or interest into or upon the said Premises held by them.



*[Signature]*  
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S) That it shall be the obligation of the Developer to cause the names of the owners to be mutated in the records of Kolkata Municipal Corporation and B.L. and L.R.O. and also to cause the lands forming part of the said Premises to be converted for homestead purpose.

T) It shall also be the obligation of the Developer to obtain necessary no-objection from the competent authority under the Urban land (ceiling and regulation) Act, 1976.


U) The Developer shall incur all costs charges and expenses for undertaking construction erection and completion of the said new building and/or buildings(hereinafter referred to as the CONSTRUCTION COST).

V) All outgoing payable in respect of the said Premises including the fees of the Architect appointed by the Owners prior to the execution of the said development agreement shall be paid borne and discharged by the owners.

W) The entirety of the constructed area forming part of the said housing project will be divided into two parts whereby the owners shall jointly be entitled to ALL THAT the 42% of the total constructed area forming part of the said housing project to comprise of various flats units apartments constructed spaces and car parking spaces TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises allocable thereto(hereinafter referred to as the OWNERS ALLOCATION) and the developer shall be entitled to retain for itself ALL THAT the remaining 58% of the total constructed area forming part of the said housing project to comprise of various flats units apartments constructed spaces and car parking spaces TOGETHER WITH the undivided proportionate share in all common parts portions areas facilities and amenities AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises allocable thereto hereinafter referred to as the DEVELOPERS ALLOCATION). Such allocation shall be made between the owners and the Developers and recorded in writing within fifteen days from the date of obtaining sanction of the building plan from the Kolkata Municipal Corporation.

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- W) That the Owners shall divide and distribute the owners allocation amongst themselves in proportion to their respective undivided share or interest into or upon the said premises.
- X) That developer shall keep in deposit with the owners an aggregate sum of Rs. 6,40,00,000/- (Rupees Six Crores Forty Lacs only) (hereinafter referred to as the security deposit) which will be paid to the each owners in proportion to their undivided share or interest into or upon the said Premises and out of the said Security deposit a sum of Rs. 3,20,00,000/- (Rupees Three Crores Twenty Lacs only) shall be paid to the respective owners as per their ownership share simultaneously to the owners upon execution of the various Development Agreements to be entered into by the owners and the developer and the remaining sum of Rs. 3,20,00,000/- (Rupees Three Crores Twenty Lacs only) shall be paid by the developer within a period of seven days from the date of sanction of building plans. In case the plans are not approved within a period of 18 months, owner/s willing to sell his share in the said Premises shall get a prorata value considering Rs. 50,00,00,000/- (Rupees Fifty Crores only) as total value of the Property, from Developer. The payment of the consideration to such sellers will be made in 12 (twelve) equal monthly installments and the amount of deposit paid against development agreement will be adjusted towards his/her respective sale consideration. In case some of the co-owners do not decide to sell their share, the agreement for development will continue to remain in force and the balance of the security deposit of their share will only be paid on approval of the building plans.
- Y) The amount of security deposit as well as other payments made by the developer, payable on account of co-owners share towards the khajna, land tax, municipal rates etc. shall be adjusted with the area of owner's allocation at the rate Rs.5,500/- per sq.ft.
- Z) Mr. Shri Kishan Mall and Mr. Shri Mohan Mall and shall be responsible on behalf of the owners up to the stage of entering into development agreement by the co-owners whose name will appear in the **Part B of Second Schedule**, save and except eight co-owners named in **Part C of the Second Schedule**, thereafter, the role of Mr. Shri Kishan Mall and



  
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Mr. Shri Mohan Mall will be to act as representative of all the owners relating and touching with this agreement or with regard to any incidental issues and also for compliance of this Agreement.

Z1) The First Party being some of the co-owners of the said Premises are presently entitled to undivided ~~3.125~~ 3.125% share or interest into or upon the said Premises (hereinafter referred to as the **UNDIVIDED SHARE**) and having come to learn of the reputation of the Developer in undertaking development of real estate in the State of West Bengal and other cities have approached the Developer to undertake development of the said Premises which the Developer has agreed to undertake subject to the other co-owners of the said Premises entering into development agreements with the Developer and also subject to the terms and conditions hereinafter appearing.

Z2) The parties are desirous of recording the same, in writing.

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

#### ARTICLE I - DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building and/or buildings forming part of the Housing Project as defined hereinafter who shall work in tandem with Mr. Dilip Chatterjee an Architect appointed by the Owners.
- ii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings.

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- iii) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said housing project to be used in common by all the owners and occupiers of the said new building and/or buildings forming part of the Housing Project.
- iv) **DEVELOPMENT AGREEMENT** shall mean this Agreement.
- v) **DEVELOPER** shall mean the said **MERLIN PROJECTS LIMITED** and shall include its successor and/or successors in office/interest and permitted assigns.
- vi) **FLATS /UNITS /APARTMENTS** shall mean the various flats units apartment constructed spaces and car parking spaces to be comprised in the new building and/or buildings and to be substantially for residential purposes to be ultimately held and/or owned by various persons on ownership basis.
- vii) **FIRST PARTY** shall mean the said **SRI RAJESH KUMAR MALL** and shall include his respective heirs, legal representatives, executors, administrators and assigns.
- viii) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or buildings at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.
- ix) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis.
- x) **NEW BUILDING** shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the New Building comprising of

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various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.

- xi) **OWNERS** shall mean the First Party and the other persons whose names and addresses will appear from the **Second Schedule** hereunder written and shall include their respective heirs, legal representatives, executors, administrators and assigns.
- xii) **PLAN** shall mean all the Plans to be sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.
- xiii) **PROJECT** shall mean the development of the said Properties by causing to be constructed thereon various new building and/or buildings in accordance with the map or plan which may be sanctioned by the authorities concerned.
- xiv) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xv) **PREMISES** shall mean ALL THAT the Municipal Premises No. 1 Raja Ram Mohan Roy Road (formerly Premises No. 2 and 4, Biren Roy Road and also 135, Raja Ram Mohan Roy Road, Kolkata (more fully and particularly mentioned and described in PART I of the FIRST SCHEDULE hereunder written).
- xvi) **PRE DEVELOPMENT COSTS** shall mean the aggregate of all costs charges and expenses including all fees payable to Architects, Engineers and other Agents, sanction fees and related expenses.
- xvii) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed (details whereof will appear from the **THIRD SCHEDULE**



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annexed hereto) or such other specifications as may be varied and/or modified from time to time as may be recommended by the Architect and consented to by both parties namely the Owners and the Developer. However, such specifications may be varied and/or be modified from time to time as may be mutually agreed upon by both the parties.

- xviii) **SERVICES** shall mean the supply to and installation on the said Premises of electricity, water, gas, telecommunications, drainage and other services.
- xix) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses relating with development work wholly and exclusively expended or incurred by the Developer as more fully described in **Article VII** hereinafter.

## ARTICLE II - INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires):
- i) Any reference to any act of Parliament/ Assembly whether general or specific, and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
  - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
  - iii) Words denoting one gender shall include other genders as well.
  - iv) Words denoting singular number shall include the plural and vice versa.
  - v) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the



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time being in force and all statutory instruments or orders made pursuant thereto.

- vi) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force as mutually agreed upon by the parties hereto.
- vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- viii) All the Schedules shall have effect and be construed as an integral part of this agreement.

### ARTICLE III - REPRESENTATIONS AND WARRANTIES BY THE OWNERS

3.1 At or before execution of this Agreement the First Party and each one of them have assured and represented to the Developer as follows:

- i) That the Owners are the absolute owners of the said premises each one of them being entitled to an independent title and distinct share or interest therein.
- ii) That the First Party are jointly entitled to ALL THAT the undivided 3.125 % share or interest into or upon the said Premises.
- iii) That the said Premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever, subject to the pending litigations before the Sub-Judge at Alipore Court being Title Suit No. 346 of 1996 and before the 5th Munshif at Alipore being Title Suit No. 376 of 1979, The owners hereby undertake that they shall clear the aforesaid litigation at their cost and have further agreed to keep the developer indemnified for all losses, damages if suffered by the



  
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developer due to aforesaid litigation. In case the Owners are not able to settle the litigations within a period of 12 (twelve) months, in such event the Developer shall be entitled to deal with the litigants directly and settle the same by paying compensation and in such event the compensation amount will be debited to the Owners and the same will be recovered by the Developer from the Owners out of the amount receivable by the Owners in the project. Provided however shall before settling indicate the expenses involve.

- iv) That the Owners have a marketable title in respect of the said Premises
- v) That the Owners are in khas possession of the said Premises without any right on the part or any other person and/or persons save and except one occupier.
- vi) That all municipal rates, taxes and other outgoings including electricity charges payable in respect of the said Premises has been paid and/or shall be paid by the Owners up to the date of sanction of the Plan.
- vii) Since there is no proceedings being initiated by the Competent Authorities under Urban land (Ceiling & Regulations) Act the owners represent that, there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Premises.
- viii) That the Owners have not entered into any agreement for sale, transfer, lease and/or development nor have created any interest of any third party into or upon the said Premises or any part or portion thereof.

3.2 The Developer has completely relied on the aforesaid representations and believing the same to be true and acting on the faith thereof has agreed to enter into this Agreement for the purpose of undertaking development of the said Premises subject to the other co-owners entering into an agreement for development with the Developer and subject to the terms and conditions hereinafter appearing.



  
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#### ARTICLE IV - TITLE

- 4.1 It shall be the obligation and responsibility of the Owners to make out a marketable title in respect of the said Premises and for the aforesaid purposes will make available copies of the original title deeds and other papers relating to the said Premises to enable the Developer and/or its Advocate to carry out necessary searches and/or investigation on title and if need be for the purpose of making out a marketable title the Owners and/or their Advocates shall answer the Requisitions on Title which may be put forth by the Developer and/or its Advocates
- 4.2 Subject to the other co-owners entering into a development agreement with the Developer the Owners will put the Developer in complete vacant possession of the said Premises to enable the Developer to undertake development thereof.
- 4.3 As stated hereinabove it has been agreed upon by and between the parties that Mr. Shri Kishan Mall and Mr. Shri Mohan Mall shall arrange for entering into the development agreement with all the owners save and except for the 8 (eight) nos. of co-owners with whom the developer has directly negotiated and finalized as listed in **Part C of Second Schedule**. In the event of any subsequent dispute or non-performance of the Development Agreement or there be any defect in title etc. Mr. Shri Kishan Mall and Mr. Shri Mohan Mall both jointly shall decide the loss or damages suffered by the Developer because of any non-performance, willful concealing any information with regard to the title etc. or with regard to the other issues. However, the Developer has entered into this agreement after being satisfied with the title of the owners.

#### CONDITIONS PRECEDENT :

It is hereby expressly agreed and declared that it is the obligations of the owners ;

- (a) to have the name duly mutated in the land records with BLLRO.
- (b) to have necessary rectification carried out in the records and Kolkata Municipal Corporation



  
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For the aforesaid purposes, the owners have requested the developer to cause the above work to be done and all costs, charges and expenses in respect thereof, shall be paid and borne by the Developer.

That the Owners will arrange of vacating all occupier and security guard from the said premises to make the said premises free from all encumbrances and physically vacant.

Thereafter the owner/s shall inform the Developer and the Developers will make necessary arrangements to deploy their own security guard and protect and guard the premises and this will symbolize the handover of possession and this whole exercise will be completed within 2 (two) months from signing of this agreement.

#### ARTICLE V - COMMENCEMENT DATE AND DURATION

- 5.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 3<sup>rd</sup> day of MAY 2014 (hereinafter referred to as the COMMENCEMENT DATE)
- 5.2 Unless terminated in the manner as hereinafter appearing this Agreement shall remain in full force and effect until such time the said Housing Project is completed in all respects.

#### ARTICLE VI - GRANT OF DEVELOPMENT RIGHT

- 6.1 In consideration of the mutual covenants on the part of the Developer herein to be paid, performed and observed and in further consideration of the Developer having agreed to undertake development of the said Premises and to incur all costs charges and expenses in connection therewith (hereinafter referred to as the CONSTRUCTION COSTS) subject to the Developer entering into development agreements with the other co-owners to enable the Developer to undertake development of the said Premises the First Party have agreed to grant the exclusive right of development to the extent of their undivided share into or upon the said Premises unto and in favour of the Developer herein and in order to enable the Developer to undertake



  
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development of the said Premises by constructing, erecting and completing new building and/or buildings in accordance with the plan to be sanctioned by the authorities concerned, the Developer is hereby authorized and shall be entitled to and/or responsible for the same :

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises.
- ii) take such steps as are necessary to divert all pipes, , cables or other conducting media in, under or above the Premises or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work.
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains.
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services.
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Properties and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.



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- vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking construction and completion of the said new building and/or buildings in accordance with the said Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the Premises or the development.
- x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
- xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan to be sanctioned by the authorities concerned.
- xii) make proper provision for security of the said Properties during the course of development.
- xiii) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
- xiv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for



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the purpose of construction, erection and completion of the said new building.

- xv) The developer shall be entitled to create, mortgage/charge of the said premises after the plan is sanctioned and area of the developer and owner is demarcated. The owners agree to deposit the title deed of the said premises for such purpose, provided however, that it is made absolutely clear that the developer shall indemnify the owners that under any circumstances the owner shall not be liable to make any payment, interest, penalties or suffer any consequence due to create of such charges, mortgages etc. and further provided that the allocation of the owners shall always be free from charges, mortgages, liens etc. It would be made absolutely clear by the developer at the time of entering the agreement with the bank or financial institutions for the purpose of charge and mortgages that the owners shall not be responsible for payment/repayment to bank under any circumstances and they will be always kept free from the claim of the bank.
- xvi) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xvii) The owners shall be responsible to make payment of all the municipal tax, khajnas till the date of this agreement, However, after execution of this agreement the payment of Corporation rates and taxes or other taxes and/or levies will be paid by the Developer and the Owner according to their proportion of allocation, provided however, that the payment shall be made initially by the Developer on behalf of the Owner for owner's portion but that sum which will be paid on behalf of the Owner bear simple interest of 14% per annum. The said sum along with interest due and payable to the Developer shall be adjusted from Owner's allocation at the rate of Rs. 5,500/- per sq. feet.



  
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- xviii) The Developer shall be entitled to negotiate with any of the co-owners for acquiring their right, title, interest into or upon the said premises either in its own or in the name of its nominee and/or nominees and in the event of the developer and/or its nominee and/or nominees succeeding in acquiring the undivided share of any of the co-owners into or upon the said premises the benefit of the allocation in respect of the constructed area forming part of the housing complex including the deposit amount may come to the share of such transferee co-owner shall absolutely vest and/or belong to the developer or its nominee and/or nominees as the case may be without any further act deed or thing.

#### ARTICLE VII - TOTAL DEVELOPMENT COSTS

- 7.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer for development, hereinafter referred to as the development cost.

#### ARTICLE VIII - SECURITY DEPOSIT

8. The Developer has agreed to keep in deposit with the First Party a sum of Rs. Rs. 20,00,000/- (Rupees Twenty Lacs Only) (hereinafter referred to as the Security Deposit) and the said Security Deposit shall be paid by the Developer to the Owners as per their share in said Premises.
- 8.1 At or before execution of this Agreement the Developer has paid to the First Party a sum of Rs. 10,00,000/- (Rupees Ten Lacs Only) (which amount the First Party and each one of them doth admit and acknowledge to have been received and the same has been apportioned amongst the First Party equally) and the balance sum of Rs. 10,00,000/- (Rupees Ten Lacs Only) forming part of the said Security Deposit to be paid to the First Party shall be paid within seven days from the date of sanction of Plan by the authorities concerned. In the event the approval of building plans is delayed beyond 18 months, the owners shall have option to sell their respective share in the said Premises to the developer only and The Developer shall have its right of first refusal. The



  
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owner willing to sell his/her share in the said Premises shall get a prorata value considering Rs. 50,00,00,000/- (Rupees Fifty Crores only) as total value of the said Premises. The payment of the consideration to such sellers will be made in 12 equal monthly instalments and the amount of deposit paid against development agreement will be adjusted towards his/her respective sale consideration. In case some of the co-owners do not decide to sell their share, the agreement for development will continue to remain in force and the balance of the security deposit of their share will only be paid on approval of the building plans, for some reason if any of the owner transfers his / her share to a third party, he/she must take a prior consent of Developer and the new transferee or assignee shall be bound by the clauses in this agreement. However, in case any of the co-owner intends to transfer his/her share in the said Premises to any of his/her family member/s, in such event the Developer will forthwith grant consent for the same, subject however to, that the Transferee shall be bound to the terms and conditions as mentioned in this Agreement.

- 8.2 The amount of security deposit shall be adjusted with the area of owners allocation at the rate of Rs.5,500/- per sq. ft. However, it has been agreed that the owners shall pay 42% share of the khajna, land tax, municipal rates and taxes in respect of said premises which will always be paid by the developer on behalf of the owners but the developer shall adjust the same with the area of owners allocation at the rate of Rs.5,500/- per sq. ft.

In case, the proportion of allocation changes between the owners and developer in future then the payment of khajna, land tax, municipal rates and taxes etc. shall be paid and borne by the parties according to their altered proportion for the additional area.

#### ARTICLE IX - PLAN

- 9.1 Subject to all the owners entering into a Development Agreement as aforesaid the Developer shall be entitled to at its own cost to prepare or cause to be prepared a map or plan for being submitted to Kolkata Municipal Corporation for sanction in the name of the Owners.



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- 9.2 The said Plan shall be prepared in a manner ensuring maximum utilization of the Floor Area Ratio (FAR) as per the present Building bye Laws of KMC, on the date of signing of this agreement and the said Plan shall be prepared by the Architect who may be engaged by the Developer in consultation with the Architect appointed by the Owners namely one Mr. Dilip Chatterjee and the fees of the architects including that of Mr. Chatterjee shall be paid borne and discharged by the Developer.
- 9.3 It shall be the obligation and responsibility of the Developer to make payment of the fees of the Architects and sanction fee and in no event the Owners and/or the First Party or any one of them shall be liable to contribute any amount.
- 9.4 The Developer shall apply and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of a building meant for residential purposes and the Owners and each one of them hereby agree and undertake to sign and execute all such plan and/or other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan and in addition thereto the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees as hereinafter stated.
- 9.5 The Developer shall be entitled to have the said Plan revised and/or modified as and when required due to market dynamics by the Architect or the authorities concerned.

#### **ARTICLE X -REPRESENTATIVES**

##### **10.1 APPOINTMENT OF OWNERS' REPRESENTATIVE**

- 10.1.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Mr. Shri Kishan Mall of 3, J.K. Lane , Kolkata -700019 and Mr. Shri Mohan Mall of FE-379, Salt Lake City, Sector -III, Kolkata-700064 shall be deemed to be the authorized representatives for and on behalf of all of the First Party for the following purposes:



  
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- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Owners and Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement
- iv) All kind of dispute related to title of the said Premises Owned by 32 different Owners.

## 10.2 APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

10.2.1 For the purpose of giving effect to this agreement and implementation thereof it has been agreed that Shri Saket Mohta shall be deemed to be the authorised representative of the Developer for the following purposes:

- i) the giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) performance and responsibilities of the Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

10.3 It is hereby expressly made clear that any act, deed or thing done by any of the authorised representatives shall be final and binding on the parties to whom such authorized representative belongs.



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## ARTICLE XI - CONSTRUCTION AND COMPLETION

- 11.1 The First Party hereby covenants with the Developer that they along with the other co-owners are presently in complete vacant possession of the entirety of the said Premises.
- 11.2 Immediately after the Developer has succeeded in entering into a Development Agreement with the other co-owners the Developer shall have deemed to put in possession in respect to the share of Owners for the purpose of undertaking the development.
- 11.3 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained the Developer shall -
- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the Developer shall be entitled to demolish the existing building and/or structures standing thereon and all debris accruing there from shall belong to the Developer.
  - ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Third Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect.
  - iii) execute and complete the development in accordance with the approved plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.
  - iv) The Developer shall keep the owner indemnified and harmless against all third party claim, loss, damages and legal cases provided however, that if the legal cases initiated for the fault of the owners title then and in such event the owner has to settle such dispute and -take care of the



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same at their own cost. The developer shall also make the owner indemnified against all accidents, injuries, death, fire etc. in the said premises while carrying out the development and the Owner shall always be free from all cases. In case the owners are implicated for above, then and in such event the developer shall take care of all the acts/actions initiated against the owner at its own cost and peril.

#### ARTICLE XII - DEVELOPMENT

12.1 For the purpose of development of the said Premises, the Developer has agreed :

- i) To appoint the professional team for undertaking development of the said Properties
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor/other Contractors and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the new building and/or buildings for the purposes for which is to be used or specific.
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which it is to be used,
- v) The Developer shall commence and proceed diligently to execute and complete the development:





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- a) in a good and workman like manner with good quality of materials of its several kinds free from any latent or inherent defect (whether of design, workmanship or materials)
  - b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.
- vi) The Developer shall use its best endeavors to cause the Development to be practically in accordance with the provisions of this Agreement.

### ARTICLE XIII - CONSTRUCTION AND COMPLETION

- 13.1 Unless prevented by circumstances under the force majeure as hereinafter appearing the said New Building and/or Buildings shall be constructed, erected and completed within a period of 48 (forty eight) months from the date of sanction of the said Plan with a Grace Period of 6 (six) months (hereinafter referred to as the **COMPLETION DATE**).
- 13.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances under Force Majeure as hereinafter stated.
- 13.3 The Developer shall be authorized in the name of the owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/ or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a General Power of Attorney as shall be needed and/or required by the Developer from time to time.



  
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- 13.4 It is hereby expressly agreed and declared that it will be obligatory on the part of the owners while entering into an agreement for sale or transfer in respect of its flat, apartment, unit and car parking space forming part of its allocation to collect and receive from the intending purchaser the amount on account of club, proportionate charges for generator, deposits, municipal taxes, maintenance, Service tax and sinking fund and others charges as applicable and such amount shall be received and collected in the name of the Developer.
- 13.5 All costs, charges and expenses including Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 13.6 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building and/or buildings.
- 13.7 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action while undertaking development of the said Properties and/or in the matter of construction of the said new building and/or for any defect therein.
- 13.8 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer or any person appointed by it, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claims thereof or there from.
- 13.9 The Developer has further agreed to complete the said new building in all respects with top of the line building materials such as vitrified flooring, heavy duty aluminum windows, automatic lift, reputed sanitary and bathroom fittings, concealed copper wiring, in the building and with such amenities like Club House, Swimming Pool, Community Hall and other amenities and/or facilities which are provided in a first class residential complex.





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The Developer shall be entitled to and is hereby authorized to dismantle or demolish their existing structures and building situated at the said premises and all the debris and accruals there from shall belong absolutely to the developer without any right of the owners whatsoever.

#### ARTICLE XIV - SPACE ALLOCATION

- 14.1 In consideration of the First Party having agreed to grant the exclusive right of development in respect of the said Premises to the extent of his undivided share, the First Party shall be entitled to ALL THAT the 1.31 % of the total constructed area to comprise of various flats units apartments constructed spaces and car parking spaces AND TOGETHER WITH the undivided proportionate share in all common parts, portions, areas, facilities and amenities and car parking spaces comprised in the said housing complex and TOGETHER WITH the undivided proportionate share in the land underneath the said building appurtenant thereto (hereinafter referred to as the FIRST PARTY'S ALLOCATION) and the balance of the total constructed area shall belong to the Developer to be shared between the Developer and the other co-owners upon the co-owners entering into the Development Agreement as envisaged hereinbefore.
- 14.2 The said allocation belong jointly to the First Party is based on the present building rules as ammended upto the date of signing of this agreement but in the event of any change in such building rules permitting additional construction then and in that event the Owners shall get 30% of such additional area as owners' allocation and the developer shall get remaining additional area.
- 14.3 Within 15 (fifteen) days from the date of sanction of the Plan by the authorities concerned the parties hereto shall identify their respective allocations and the same shall be recorded in an Agreement to be executed by the parties hereto.
- 14.4 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further



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consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the First Party and the other co-owners shall willingly without any act, deed or thing join as parties in any agreement of sale and/or deed of conveyance in respect of the area forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the intending purchasers however both the parties shall be entitled to handover the possession to the intending purchasers out of their respective allocations only after completion of their respective obligations to each other in terms of this Agreement.

- 14.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party without asking any further consideration by either of the parties.
- 14.6 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the new building and/or buildings in terms of this agreement PROVIDED HOWEVER the First Party, Co-Owners and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments constructed spaces and car parking spaces forming part of their respective allocations.
- 14.7 **NEIGHBOURING/ADJACENT PREMISES** - It is hereby expressly agreed and declared by and between the parties hereto that in the event of the Developer negotiating and acquiring any neighboring and/or contiguous and/or adjacent premises to the said Premises in its own name or in the name of its nominee and/or nominees it shall be entitled to do so and to cause such neighboring and/or adjacent and/or contiguous premises to be amalgamated with the said Premises and for the aforesaid purposes the Owners and each one of them have agreed to sign and execute all deeds documents and instruments as may be necessary and/or required by the Developer for the purpose of causing such amalgamation to be affected and in the event of the Developer undertaking development of such contiguous and/or neighboring premises it shall be entitled to do so and the total FAR available in respect of such contiguous and/or neighboring and/or adjacent premises shall vest in





  
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the Developer without any right on the part of the Owners or any person claiming through or under any one of them IT BEING FURTHER EXPRESSLY AGREED AND DECLARED that in the event of the Developer undertaking development of such neighboring and/or adjacent and/or contiguous premises the Developer shall be entitled to avail of the facilities and/or amenities existent on the housing complex to be undertaken at the said premises and to connect the same with the building and/or buildings to be constructed on such neighboring and/or adjacent and/or contiguous premises and the Owners hereby consent to the same, provided however that the time of completion mentioned hereinabove for the building to be constructed will not extend and the Owners shall not suffer any prejudice for the work so undertaken by the Developer.

- 14.8 The Roof of the said building and/or buildings forming part of the new building and/or buildings shall be for common use and enjoyment of the Vendor and the Owners and/or persons claiming through or under them it being expressly agreed and declared that in the event of any part or portion of the Roof being utilized and/or being permitted to be utilized for hoarding, display and/or installation of antenna or in any manner whatsoever then and in that event the gross receipts consequent to such utilization of such part of the roof shall be shared between the Developer and the Owners in such proportion as may be agreed upon.

#### ARTICLE XV - DOCUMENTATION

- 15.1 The parties hereto shall jointly appoint a common Advocate, Sri Utpal Majumdar of 7C, Kiran Shankar Roy Road, 3<sup>rd</sup> Floor, Hastings Chambers, Kolkata - 700 001 for the purpose of drafting and finalisation of the agreements for sale and/or deeds of conveyance and/or other papers and/or documents with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers and for maintaining harmony between the Owners and the Developer.



  
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## ARTICLE XVI - NAME OF THE BUILDING

16. The Building as well as all leaflets, advertisements, brochures etc. will be made and published in the name of "Merlin MJ".

## ARTICLE XVII - CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

- 17.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said housing project whether forming part of the First Party's Co-Owner's allocation or the Developer's Allocation shall provide for making payment of the following amounts and in the event of the Owners entering into agreement for sale they shall receive the under mentioned amount in the name of the Developer and the Developer in its turn shall receive such amounts from their intending purchasers in respect of the Developer's Allocation :
- i) proportionate share of CESC Transformer charges/HT Services
  - ii) proportionate share of Generator connection to the flat
  - iii) proportionate share on account of recreational facilities to be provided for in the said housing complex for the benefit of the flat owners
  - iv) Any amount which may become payable in accordance with Rule 26 of KMC Act for any of flat purchased by Purchaser and for that none of the co-owners shall be responsible.
  - v) Such charges as may be determined for formation of the Holding Organisation and/or Association of Flat owners.
  - vi) By way of maintenance charges estimated for one year.
  - vii) All the aforesaid amounts shall be receivable by Developer for all the flats/apartment/spaces in proposed project and shall be apportioned by developer.
- 17.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser





  
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- 17.3 For the aforesaid charges are indicative and the parties hereto from time to time may mutually agreed and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time to the Developer.
- 17.4 **SINKING FUND** - In addition to the above and in order to maintain decency of the said new building to be constructed at the said Premises and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Owners and the Developer.
- 17.5 **SERVICE TAX** - Service Tax will be payable by the parties to their share of allocation. The Developer will be responsible for service tax on 58% of the saleable flats, whereas the Owners will be responsible for 42% of the saleable flats. In case of any further construction is allowed, after the date of sanction of the sanctioned building plan, then and in such event, the Developer shall be responsible for payment of service tax on 70% saleable flats for additional construction and the Owner shall be responsible for 30% saleable flats on the additional construction so far as the service tax is concerned.
- 17.6 As proposed by the Developer, all expenses on behalf of the Owners will be initially paid and borne by the Developer but the Developer shall adjust the same with the Owners' allocation at a rate of Rs.5500/- (Rupees Five Thousand Five Hundred only) per sq.ft. PROVIDED HOWEVER THAT before incurring the expenses on behalf of the Owners, the Developer shall inform about the expenses to Owners representatives, Mr. Shri Kishan Mall and Mr. Shri Mohan Mall.



  
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**ARTICLE XVIII - MAINTENANCE OF THE COMMON PARTS**  
**AND**  
**PORTIONS FORMING PART OF THE SAID PROJECT**

18. The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the maintenance company till such time the Holding Organisation is formed.

**ARTICLE XIX - FORCE MAJEURE**

- 19.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below :

- i) Fire
- ii) Natural calamity
- iii) Any prohibitory order from the court, Kolkata Municipal Corporation and other authorities.

- 19.2 The Developer shall intimate to the Owner's representative in case of development works stopped due to any condition under Force Majeure which may affect the completion date of the project.

**ARTICLE XX - HOLDING ORGANISATION**

- 20.1 After completion of the said Project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company to be formed for the purpose of taking over of the common parts and portions and also for the purpose of the common services and each of the persons acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.





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20.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted by the Developer to any Facility Management Company (hereinafter referred to as the MANAGEMENT COMPANY) each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

#### ARTICLE XXI - FIRST PARTY'S OBLIGATIONS

21.1 The First Party has agreed:

- i) To co-operate with the Developer in all respect for development of the said Premises in terms of this agreement.
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time.
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan.
- iv) The First Party will grant a General Power of Attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to
  - a) Obtain sanction of the plan.
  - b) Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
  - c) To appoint Architect, Engineers, Contractors and other Agents.



  
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- d) Do all acts deeds and things for the purpose of giving effect to this agreement.
- e) To execute the Deed of conveyance in respect of the Developer's Allocation in respect of the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring flats, units, apartments, constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION SUBJECT HOWEVER to what is hereinafter appearing.
- 21.2 The First Party and the other co-owners shall be liable to make payment of all the taxes related to the owner's allocation from the date of obtaining Completion Certificate.
- 21.3 **TITLE DEEDS** - It has been agreed by and between the parties hereto that the First Party and the other co-owners shall hold the said Title Deed in respect of the said Premises and upon execution of the Development Agreement with the other co-owners the same shall be kept deposited in a locker to be operated upon the owners and the Developer and the First Party and the other co-owners shall not part with nor create any interest of any third party by deposit thereof and after completion of the project the same will be delivered and/or made over to the Holding Organisation or such other authority as the parties may mutually agree upon PROVIDED that each party shall be entitled, as and when required, to take inspection of such title deeds and to make excerpts thereof provided however that Mr. Shri Mohan Mall on behalf of the Owners will be joint operator of the Locker along with the Developer.
- 21.4 The Owners have agreed and have covenanted with the Developer that during the continuance of this agreement they will not create any interest of any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owners to remedy and/or cure such defects at their own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified





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from and against all costs charges claims actions suits and proceedings including litigation costs.

21.5 The First Party and each one of them agree that they will not transfer or assign the benefit of this agreement to any other person and/or persons without the consent of the Developer in writing. Similarly, the Developer shall not transfer or assign the benefit of this Agreement to any third party without the consent of the Owners in writing.

21.6 If there is any Architect appointed by the owners or the co-owners in respect of the said premises, it shall be the obligation of the owners to obtain a discharge from such Architect and the amount payable to such Architect on account of fees or any other account shall be paid and borne by the owners upto the date of signing of this agreement.

#### ARTICLE XXII - EXECUTION OF THE DEVELOPMENT AGREEMENT WITH THE OTHER CO-OWNERS

22.1 The Developer shall be entitled to negotiate and enter into a separate Development Agreement with the other co-owners for such consideration and on such terms and conditions as may be agreed between the Developer and the other co-owners.

22.2 This Agreement and upon execution of the said Development Agreement to be entered into between the other co-owners and the Developer will be registered with the authorities concerned and along with execution and registration of the said Development Agreement the other co-owners will execute a power of attorney in favour of the Developer or its nominee and/or nominees to enable the Developer to undertake the development of the said Premises.

22.3 In as much as the Developer is entering into this agreement for undertaking the development of the said premises and is likely to incur large amounts for the purpose of development thereof, it is hereby expressly agreed that all the owners including the co-owners agree in writing one co owner will not be entitled to cancel or terminate this agreement and in any event, none of the



  
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owners shall be entitled to terminate this agreement unless there is any material breach of the terms and conditions herein contained by the developer to perform their observance.

#### ARTICLE XXIII- BREACHES

23.1 This Agreement is entered into by and between the parties on the premise that all the Owners will enter into the Development Agreement with the Developer. However, in case the same is not happened then and in such event the Owners will repay the security deposit, paid to them by the Developer, to the Developer along with interest at the rate of 14% per annum and Mr. Shri Kishan Mall and Mr. Shri Mohan Mall as authorized representatives shall first try to negotiate that all the Owners as written in the part B of Second schedule and except the owners written in Part C of second schedule will enter into the Development Agreement otherwise Mr. Shri Kishan Mall and Mr. Shri Mohan Mall shall ensure that the Owners to pay back in the manner mentioned hereinabove.

23.2 In the event of the Developer succeeding in entering into the said Development agreement with the other co-owners then and in that event none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any breach on the part of any of the parties hereto all such disputes and differences shall be referred to Arbitration as hereinafter appearing and none of the parties shall be entitled to initiate any proceedings against the other without referring all such disputes and differences to arbitration and the Owners hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development.

#### ARTICLE XXIV- MUTUAL COVENANTS

24. It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Properties by construction of new building and/or buildings thereon and to sell and transfer the various flats, units, apartments, constructed spaces and car parking spaces in favour of various intending





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purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other.

#### ARTICLE XXV- MISCELLANEOUS

25. **RELATIONSHIP OF THE PARTIES** - The First Party and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the First Party and Developer or be construed as a Joint Venture between the First Party and Developer or constitute an association of persons.

If any terms or provisions of this Agreement are found to be or interpreted to be inconsistent with the above clauses in the agreement at a later date, whether as a result of any amendment of law or any judicial or executive interpretation or for any other reason whatsoever, the provisions of this agreement shall prevail. This Agreement shall then stand modified to the extent determined necessary to comply with the said provisions. Such modifications will however not affect other parts of the Agreement. Notwithstanding the other provisions of this agreement the power to make such amendments/modifications as may become necessary shall vest with the Board of Directors/Partners which power shall be exercised reasonably in the best interest of the companies/firm concerned and their shareholders/partners and which power can be exercised at any time.

- 25.1. **NON WAIVER** - any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 25.2. **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto till the date of execution of this agreement. Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.




  
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- 25.3. **COSTS** - Each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement any supplementary agreement, power of attorney etc shall be paid borne and discharged by the Developer.
- 25.4. **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- 25.5. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 25.6. Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 25.7. 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



  
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7 enforceability of the remaining provisions shall not in any way be affected or  
8 impaired thereby.

25.8. 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.

25.9. In the event of the Owners desiring the Developer to sell and market the Owner's allocation or any part thereof then and in that event the Developer at its discretion may undertake such assignment on the express condition that the Developer shall be entitled to 4% of the gross sale proceeds towards its remuneration and the same shall be paid by the Owners to the Developer as and when the amount is collected and/or received by them. Such entitlement of 4% shall be inclusive of all expenditures including cost and charges for advertisements, marketing process, leaflets, road advertisements etc.

25.10. The Agreement (together with schedules, if any) 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

25.11. This agreement shall be binding on the parties hereto and their respective successors and assigns.

25.12. In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail.

25.13. Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.

25.14. Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as



  
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may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

#### ARTICLE XXVI - ARBITRATION

26. The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved after execution of the Development Agreement with the other co-owners then and in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons (Tribunal) one to be appointed by each of the parties and the third to be appointed by the two persons appointed by the parties.

26.1 The Tribunal shall:

- i) Proceed summarily and need not give any reasons for its award.
- ii) Avoid all rules, procedures and/or evidences that can lawfully be avoided by mutual consent and/or directions by the parties.
- iii) Fix the venue at Kolkata only.
- iv) Use English as the language for the proceedings.
- v) Conduct the proceedings from day to day basis.
- vi) Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their control and only for such period as is the absolute minimum.
- vii) Make and publish their Award within a period of six months from the date of entering upon the reference.
- viii) Award damages along with the final award against the Party not complying with any interim award or order passed by the Tribunal.



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ix) The award of the Tribunal shall be final and binding

26.2. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(PART-I-ENTIRE PREMISES)**

ALL THAT the piece and parcel of land containing by estimation an area of 200 cottahs (approx) equals to 3 acres 32 Decimals (more or less) comprised in R.S. Dag Nos. 472,473,474,475 and 476 under R.S. Khaitan Nos. 411, 412 and 420 in Mouza Siriti, J.L. No.11 being Premises No.1, Raja Ram Mohan Roy Road (formerly 2 and 4 Biren Roy Road and also 135, Raja Ram Mohan Roy Road), Police Station Behala, Kolkata 700 041 under ward No. 121, Borough No. 14 of Kolkata Municipal Corporation, together with structures standing thereon. The above land is butted and bounded as below;

NORTH: by R.S. Dag Nos. 470, 471, 479 and 852;

SOUTH: by Raja ram Mohan Roy Road;

EAST: by R.S. Dag Nos. 477, 478,479 and 852;

WEST: Partly Kaccha Road and R.S. Dag Nos.466 and 467.

**(PART-II-OWNERS UNDIVIDED SHARE IN THE ENTIRE PREMISES)**

ALL THAT undivided share of the piece and parcel of land containing by estimation an area of 6 cottah 4 chittak 21 sqft (more or less) equals to 10.375 Decimals out of total land area 3 acres 32 Decimals (more or less) comprised in R.S. Dag Nos. 472,473,474,475 and 476 under Khatian Nos. 411, 412 and 420 in Mouza Siriti J.L. No.11 being Premises No.1, Raja Ram Mohan Roy Road (formerly 2 and 4 Biren Roy Road and also 135, Raja Ram Mohan Roy Road), Police Station Behala, Kolkata 700 041, under ward No. 121, Borough No.14 of Kolkata Municipal Corporation, together with structures standing thereon.



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THE SECOND SCHEDULE ABOVE REFERRED TO

( Part -A )

| SL NO. | NAME OF THE PURCHASER    | Son of / Wife of                 | DEED NO | YEAR | AREA IN DECIMALS |
|--------|--------------------------|----------------------------------|---------|------|------------------|
| 1      | Panchu Gopal Chakraborty | S/o Late Dol Gobindo Chakraborty | 12090   | 1985 | 10.37            |
| 2      | Sanjay Kr. Mall          | S/o Om Prakash Mall              | 12087   | 1985 | 10.37            |
| 3      | Ram Ranjan Roy           | S/o Late Nanada Dulal Ray        | 12089   | 1985 | 10.37            |
| 4      | Rajendra Kr. Surana      | S/o Late Chhaganlal Surana       | 12085   | 1985 | 10.37            |
| 5      | Bishnu Gopal Toshniwal   | S/o Sri Nemi Chand Toshniwal     | 12084   | 1985 | 10.37            |
| 6      | Shree Niwash Daga        | S/o Giridhari Das Daga           | 12106   | 1985 | 10.37            |
| 7      | Sankar Lal Jhanwar       | S/o Bhanwarilal Jhwar            | 12082   | 1985 | 10.37            |
| 8      | Mrs. Suraj Devi Daga     | W/o Gridhar Das Daga             | 12077   | 1985 | 10.37            |
| 9      | Pawan Kr. Sarada         | S/o Mangilal sarda               | 12079   | 1985 | 10.37            |
| 10     | Ashok Kr. Srivastava     | S/o Late Lal Mani Lal Sarwastav  | 12080   | 1985 | 10.37            |
| 11     | Subir Kumar Manna        | S/o Nintananda Manna             | 12088   | 1985 | 10.37            |
| 12     | Pawan Kr. Jain           | S/o Late Sohan Lal Jan           | 12096   | 1985 | 10.37            |
| 13     | Kanhaiyalalji Taparia    | S/o Chouth Mal Taparia           | 12083   | 1985 | 10.37            |
| 14     | Surendra Kr. Gangwal     | S/o Ratan Gangwal                | 12094   | 1985 | 10.37            |
| 15     | Pushpa Devi Gangwal      | W/o Pawan Kr. Jain               | 12095   | 1985 | 10.37            |
| 16     | Haribhagwan Taparia      | S/o Bhanwarilal Ji Taparia       | 12091   | 1985 | 10.37            |

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|    |                           |                               |       |      |       |
|----|---------------------------|-------------------------------|-------|------|-------|
| 17 | Sitaramji<br>Taparia      | S/o Ram Kishanji Taparia      | 12092 | 1985 | 10.37 |
| 18 | Radheshayamji<br>Taparia  | S/o Ram Kishanji Taparia      | 12093 | 1985 | 10.37 |
| 19 | Kailash Chand<br>Gangwal  | S/o Late Sohan Lal Jain       | 12097 | 1985 | 10.37 |
| 20 | Mrs. Santosh<br>Devi Mall | W/o Raj Prakash Mall          | 12098 | 1985 | 10.37 |
| 21 | Mrs. Kalpana<br>Devi Mall | W/o Indra Kr. Mall            | 12099 | 1985 | 10.37 |
| 22 | Mrs. Nirmala<br>Devi Mall | W/o Manmohan Mall             | 12100 | 1985 | 10.37 |
| 23 | Mrs. Savita<br>Devi Mall  | W/o Shree Mohan Mall          | 12101 | 1985 | 10.37 |
| 24 | Sasanka Mitra             | S/o Vijay Kr. Mitra           | 12102 | 1985 | 10.37 |
| 25 | Sasikala Devi<br>Daga     | W/o Sri Laxmi Nivash<br>Daga  | 12103 | 1985 | 10.37 |
| 26 | Sarita Devi<br>Daga       | W/o Shri Nivash Daga          | 12107 | 1985 | 10.37 |
| 27 | Mrs. Savitri<br>Devi Daga | W/o Shri Kr. Daga             | 12108 | 1985 | 10.37 |
| 28 | Jay Dev Dey               | S/o Sri Jiendra Nath Dey      | 12081 | 1985 | 10.37 |
| 29 | Joyti Mohan<br>Mall       | S/o Ram Kishan Mall           | 12086 | 1985 | 10.37 |
| 30 | Nirmal Kr.<br>Sarda       | S/o Mangilal Sarda            | 12078 | 1985 | 10.37 |
| 31 | Arun Kr. Daga             | s/o Sri Kumar Daga            | 12104 | 1985 | 10.37 |
| 32 | Shree Kr. Daga            | s/o Sri Giridhari Das<br>Daga | 12105 | 1985 | 10.37 |



  
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## (Part -B)

## Name of Owners as on date subsequent to transfer

| Sl. No. | Original Purchaser                                      | Present Owners as on date  | Detail of Transfer ( if any) | Area (In Decimals) |
|---------|---|----------------------------|------------------------------|--------------------|
| 1       | Panchu Gopal Chakraborty                                | Suman Investment Pvt. Ltd. | Release Deed- 3459/88        | 10.37              |
| 2       | Sanjay Kr. Mall   | Sanjay Kr. Mall            |                              | 10.37              |
| 3       | Ram Ranjan Roy  | Ram Ranjan Roy             |                              | 10.37              |
| 4       | Rajendra Kr. Surana                                     | Panchu Gopal Chakraborty   | Release Deeed- 17984/87      | 10.37              |
| 5       | Bishnu Gopal Toshniwal                                  | Bishnu Gopal Toshniwal     |                              | 10.37              |
| 6       | Shree Niwash Daga                                       | Rajesh Kumar Mall          | Release Deed - 3458/87       | 10.37              |
| 7       | Sankar Lal Jhawar                                       | Sankar Lal Jhawar          |                              | 10.37              |
| 8       | Mrs. Suraj Devi Daga                                    | Mrs. Suraj Devi Daga       |                              | 10.37              |
| 9       | Pawan Kr. Sarada  | Saraswati Mall             | Release Deed - 16966/88      | 10.37              |
| 10      | Ashok Kr. Srivastava                                    | Ashok Kr. Srivastava       |                              | 10.37              |
| 11      | Subir Kumar Manna                                       | Subir Kumar Manna          |                              | 10.37              |
| 12      | Pawan Kr. Jain  | Asish Kankaria             | Sale Deed - 8686/12          | 10.37              |
| 13      | Kanhaiyalalji Taparia                                   | Kanhaiyalalji Taparia      |                              | 10.37              |
| 14      | Surendra Kr. Gangwal                                    | Poonam Dugar               | Sale Deed - 8684/12          | 10.37              |
| 15      | Pushpa Devi Gangwal<br>(represented by her legal heirs) | Yogesh Kumar Kankaria      | Sale Deed- 8685/12           | 10.37              |
| 16      | Haribhagwan Taparia                                     | Santosh Devi Mall          | Release Deed - 16968/87      | 10.37              |
| 17      | Sitaramji Taparia                                       | Ram Ranjan Roy             | Release Deed- 16295/87       | 10.37              |
| 18      | Radheshayamji Taparia                                   | Motilalal Periwal          | Release Deed - 16967/87      | 10.37              |
| 19      | Kailash Chand Gangwal                                   | Kailash Chand Gangwal      |                              | 10.37              |
| 20      | Mrs. Santosh Devi Mall                                  | Mrs. Santosh Devi Mall     |                              | 10.37              |

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|    |                        |                        |                            |       |
|----|------------------------|------------------------|----------------------------|-------|
| 21 | Mrs. Kalpana Devi Mall | Mrs. Kalpana Devi Mall |                            | 10.37 |
| 22 | Mrs. Nirmala Devi Mall | Mrs. Nirmala Devi Mall |                            | 10.37 |
| 23 | Mrs. Savita Devi Mall  | Mrs. Savita Devi Mall  |                            | 10.37 |
| 24 | Sasanka Mitra          | Sasanka Mitra          |                            | 10.37 |
| 25 | Sasikala Devi Daga     | Sasikala Devi Daga     |                            | 10.37 |
| 26 | Sarita Devi Daga       | Sarita Devi Daga       |                            | 10.37 |
| 27 | Mrs. Savitri Devi Daga | Mrs. Savitri Devi Daga |                            | 10.37 |
| 28 | Jay Dev Dey            | Shiv Ratan Jhawar      | Release Deed-<br>17981/87  | 10.37 |
| 29 | Joyti Mohan Mall       | Joyti Mohan Mall       |                            | 10.37 |
| 30 | Nirmal Kr. Sarda       | Mahesh Kumar Mall      | Release Deed -<br>16969/87 | 10.37 |
| 31 | Arun Kr. Daga          | Arun Kr. Daga          |                            | 10.37 |
| 32 | Shree Kr. Daga         | Sagar Mall Mall        | Release Deed-<br>17982/87  | 10.37 |

(Part - C)

Name of the Owners (after transfer as described in Part-B) to be directly dealt by  
Developer

| Sl. No. | Name of the Owner                        | Area<br>(In Decimals) |
|---------|--|-----------------------|
| 1       | Ashok Kumar Srivastva                    | 10.37                 |
| 2       | Ram Ranjan Roy                           | 10.37                 |
| 3       | Suman Investment and<br>Holding Pvt Ltd. | 10.37                 |
| 4       | Subir Kumar Manna                        | 10.37                 |
|         |  | 10.37                 |
| 5       | Mrs. Poonam Dugar                        | 10.37                 |
|         |  | 10.37                 |
| 6       | Yogesh Kr. Kankaria                      |                       |
| 7       | Asish Kankaria                           | 10.37                 |
| 8       | Kailash Ch Gangwal                       | 10.37                 |



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

3 MAY 2018

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATIONS**

- 1.. Beautiful Elevation with weather coat type cement paint scheme.
- 2.. Necessary electrical switches and concealed PVC wiring as per ISI specification with wiring provision for Geysers, cooking appliances, T.V., intercom system, Telephone etc.
- 3.. All round Greenery / Plantation in Driveways, Parkways, Passage, Corridors.
- 4.. Sufficient and elegant light fittings on entrance, common areas, lobby & Corridors and arrangement lightning arrester (Earthing arrangement).
- 5.. Necessary plumbing (concealed pipeline) with separate hot and cold line and sanitary arrangement as per specification and plans prepared for the building. Water connections at Ground floor for Car washing etc. to be provided.
- 6.. Foundation as recommended by the Project Architect and Structural Engineer.
- 7.. R.C.C. frame structure with walls of AAC/CLC/concrete blocks or quality Brick details of materials as per ISI specification.
- 8.. Water reservoir to ensure 24 hours water supply with Overhead Tank and suitable pump.
- 9.. Ceramic/Mosaic tiles for Flooring to be provided and in Toilet non skid ceramic tiles on floor with glazed tiles on dado to be provided.
- 10.. Aluminium windows with glass panes to be provided.
- 11.. One loft in kitchen. Granite cooking top with stainless steel sink and tiles in and washing area in kitchen
- 12.. Internal walls of flats to be plaster of paris finished and common area should be painted with durable Acrylic based paint.





District Sub-Registrar-II  
Alipore, South 24 Parganas

3 MAY 2014

13.. Proper water proofing to be done on Roof and Toilets with guarantee of 5 years.

14.. Paneled door with Particle boards of good quality or flushed doors to be provided.

15.. In ground floor, toilets, Durwan/s quarter/s, etc. to be provided.

16.. Installation of generator for emergency services and light load inside the flats to be provided in a suitable place at ground floor.

17.. Electrical points in various portions.

Bed room points for two lights, one fan, one 15 Amp. A.C. Point, one 5 Amp. Kitchen points for one lights, one fan, one 5 Amp, and 15 Amp and one aqua guard.

6amp/16amp for refrigerator

Toilet points for one lights, one fan, one 15 Amp.

Drawing/Dinning room three lights, two fans, two 5 Amp, one 15 Amp each with 1 T.V., 1 Intercom and 1 Telephone point.

Balcony point for one light and one 5 Amp, 1 fan point and 1 point for bailpush.

18. E.W.C. in all the toilets with one wash basin, one overhead shower and other necessary C.P. fitting of ISI specification.

19. Two nos. of lifts will be provided of reputed brand.



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3 MAY 2014

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

SIGNED AND DELIVERED  
BY THE FIRST PARTY

at Kolkata in the presence of:

Rajesh Kumar

1. Iqbal Ahmed Khan  
22, P.A.S. Road, Kol-93

2. Jay Mall

SIGNED AND DELIVERED  
BY THE DEVELOPER

at Kolkata in the presence of

MERLIN PROJECTS LTD.

*[Signature]*  
Director

1. Iqbal Ahmed Khan

2. Jay Mall

Prepared by me

*[Signature]*  
BAPU DAS  
Advocate

Alipore Police Court  
Kolkata - 700027



District Sub-Registrar-II  
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MEMO OF CONSIDERATION

Received a sum of Rs. 10,00,000/- (Rupees Ten Lacs only) By Cheque No 014219, Drawn On AXIS Bank, Dahoudi Branch, date 3/5/2014, in favour of RAJESH K. MALL as security deposit from the developer hereinabove as mentioned below:

Rajesh Kumar Mall

Rajesh Kumar Mall

(FIRST PARTY)

Witness:

1. Sandhu Anil  
Abhishek  
201-22
2. Jay Mall  
216 M.G. Road  
Kolkata - 700007.



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

**3** MAY 2018



Government Of West Bengal  
Office Of the D.S.R. - I | SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 05339 of 2014  
(Serial No. 05112 of 2014 and Query No. 1602L000010852 of 2014)

**On 03/05/2014**

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

Presented for registration at 13.38 hrs on :03/05/2014, at the Private residence by Saket Mohta ,Claimant.

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

Execution is admitted on 03/05/2014 by

1. Rajesh Kumar Mall Alias Rajesh Mall, son of Lt Motilal Mall , P-267 Hem Chandra Naskar Rd, Thana:-Phool Bagan, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Others
2. Saket Mohta  
Director, Marlin Projects Ltd, 79 Shambunath Pandit Street, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033.  
, By Profession : Business

Identified By Ajay Mall, son of Om Prakash Mall, 216 M G Rd, District:-Kolkata, WEST BENGAL, India, Pin :-700007, By Caste: Hindu, By Profession: Business.

**On 05/05/2014**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,51,34,862/-

Certified that the required stamp duty of this document is Rs.- 40021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

**On 20/05/2014**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

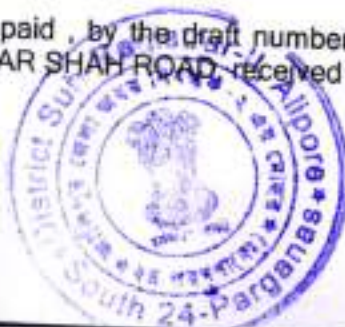
Amount By Cash

Rs. 11042.00/-, on 20/05/2014

( Under Article : B = 10989/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 20/05/2014 )

**Deficit stamp duty**

Deficit stamp duty Rs. 40050/- is paid , by the draft number 830407, Draft Date 06/05/2014, Bank : State Bank of India, PRINCE ANWAR SHAH ROAD, received on 20/05/2014



( Malay Chakraborty )  
DISTRICT SUB-REGISTRAR-II  
EndorsementPage 1 of 2

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**Government Of West Bengal**  
**Office Of the D.S.R. -I I SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

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**Endorsement For Deed Number : I - 05339 of 2014**  
**(Serial No. 05112 of 2014 and Query No. 1602L000010852 of 2014)**

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**( Malay Chakraborty )**  
**DISTRICT SUB-REGISTRAR-II**



**( Malay Chakraborty )**  
**DISTRICT SUB-REGISTRAR-II**



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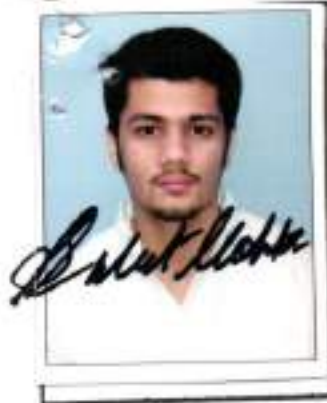
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Thumb      1st finger      middle finger      ring finger      small finger



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

Name SAKET MOHTA

Signature *Saket Mohita*

Thumb      1st finger      middle finger      ring finger      small finger



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

Name RAJESH KUMAR MALL

Signature *Rajesh Kumar Mall*

Thumb      1st finger      middle finger      ring finger      small finger

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

Name .....

Signature .....

Thumb      1st finger      middle finger      ring finger      small finger

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

Name .....

Signature .....

*Rajesh Kumar Mall*



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

3 MAY 2014