

D.S.R-II Alipore-I - Vol-1602 Page - Dec no-3203 Year-2018

5/18



अभिमत परिचय बंगाल WEST BENGAL
1425

20AB 603294

Date-02-04-18

F(I) 25.00
F(II) 25.00
G(a) 138.00
G(b)

Max. Copying Charge
.....
..... 20.00

R. Ghosh



District Sub-Registrar-II
South 24 Parganas Alipore

02 APR 2018

212713

Sl. No.
Name : **P. DAS**, Advocate
Address : High Court, Kolkata

Rs.
Kolkata Colln
11, Norechandi, Kolkata - 1
V. Saha
Kolkata Colln
Vendor

26 FEB 2018



102023/18

I03203/18



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 842812

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

R. Mallik
 District Sub-Registrar-II
 Alipore, South 24 Parganas

19 MAR 2018

AGREEMENT

This agreement is made on 31st day of Oct, 2017

MR. TUSHAR KANT MALL, (PAN- AJEPM0259J), son of late Raj Prakash Mall, residing at 2, Palm Avenue, May fair Towers, P.O.- Ballygunge, P.S.- Karaya, Kolkata- 700019, being Co-owner of the property and 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 heirs, legal representatives, executors, administrators and assigns)

AND

Handwritten signature or scribble in blue ink.



4340

12 OCT 2017

NO.....Rs. 50/- Date.....

Name:- B. C. LAHIRI

Advocate

Address: Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Vendor

[Handwritten signature]

Cushan

11 am



976

Cushan

11 am

PROFESSIONAL
DISPENSED WITH

O.S.R.-II

MERLIN PROJECTS LTD

[Handwritten signature]

Director



District Sub-Registrar-II
Alipore, South 24 Parganas

22 FEB 2018

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[Handwritten signature]



MERLIN PROJECTS LIMITED, (PAN- AACCM0505B), a company within the meaning of the Companies Act 1956, having its registered office situated at 22, Prince Anwar Shah Road, Police Station-Charu Market, Kolkata-700033, represented by its Director Sri Dilip Choudhary, (PAN- ACNPC6581F), son of Late Chhedi Lal Choudhary, being the DEVELOPER and hereinafter referred to as the SECOND PARTY (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).

AND WHEREAS Kalpana Devi Mall was the Co-owner to the extent of 1/32 share in all that the premises no. 1, No. Raja Ram Mohan Roy Road, Kolkata- 700041, morefully and particularly mentioned in Schedule I. The said Mrs.Kalpana Devi Mall along with other Co-Owners of the property agreed to develop the same with M/s Merlin Projects Ltd., the Developer herein. The said Mrs.Kalpana Devi Mall entered into a Development Agreement dated 1st day of March, 2014 duly registered before the District Sub Registrar II, South 24 Parganas, Alipore being no. 2949 for the year 2014.

AND WHEREAS the said Mrs. Kalpana Devi Mall was entitled to assign her right, has assigned her share to Tushar Kant Mall, in her place and stead subject to assignee shall abide by the terms and conditions of the aforesaid development agreement dated 1st day of March 2014.

AND WHEREAS the said smt. Kalpana Devi Mall subsequently has assigned and transferred her 1/32th share mentioned in Schedule to Tushar Kant Mall by a Deed of Gift being registered no. 7686 of 2016 dated 29th day of July, 2016 recorded in Book No.I, CD Vol. No.1602-2016, Page from 225064 to 225083 before the DSR-II, South 24 Parganas, Alipore for natural love and affection/ as a close family member.

AND WHEREAS in the circumstances, as stated hereinabove the said Tushar Kant Mall is entitled to 1/32th share in the property as mentioned in the schedule with benefit of



the development agreement executed for the said premises by the assignor and in likewise manner as bound to fulfill the necessary terms and conditions and obligations mentioned in the development agreement as mentioned hereinabove.

AND WHEREAS the said Tushar Kant Mall also got more share, which is 1/32th share, as assignment from other co-owner Smt. Vishnu Prakash Mall and Smt. Santosh Devi Mall, mother of Tushar Kant Mall is also co-owner in the property having 1/32th share. Each 1/32th share is having same amount and area as entitlement with same type of rights an obligation.

AND WHEREAS Subsequent to the development agreement, Merlin Projects Ltd. has prepared a building plan and has obtained sanction of the same. The area statement along with the entitlement of each 1/32th share is calculated and mentioned in the letter dated 30th day of June, 2017.

AND WHEREAS the developer M/s Merlin Projects Ltd. in accordance with the development agreement and sanction plan commenced development of the project and the same is under construction stage.

Subsequent to the aforesaid Assignment and sanction plans, it is agreed between the parties to record the aforesaid Assignment and allocation of the 1st Party in the proposed scheme and it is hereby therefore recorded by and between the parties as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the said Tushar Kant Mall has now stepped in the shoes of the Kalpana Devi Mall and it is hereby recorded that the said Tushar Kant Mall shall be entitled to the benefits of the aforesaid development agreement.



2. The said Tushar Kant Mall has further agreed to abide by all the terms and conditions as mentioned in the development agreement.
3. In the aforesaid development agreement, the parties agreed to allocate the respective areas of their share. Under the Development Agreement, Shri Tushar Mall, party hereto of the 1st Part was entitled to an area of 4162.77 sft. Built up Area and 352.93 sft. Terrace Area as described in the Schedule-II of this agreement, subject to adjustment of the pro-rata cost of vacating occupiers from the said premises and other payments. Further an area of 83.65 sft is also allocated to to 1st party out of commercial area. Further the first party is also being allotted as 4.66 nos. covered car parking slots.
4. Further, the Developer is paying Security Deposit of Rs.20,00,000/- (Rupees Twenty Lacs) only out of which Rupees 10,00,000/- paid earlier and now Rupees 10,00,000/-(Rupees Ten Lacs) only is paid which will be refunded by the owner to the developer after completion of the construction.

Therefore, the net receivable area is being given as per the table given below:

DESCRIPTION	FLAT BUILT UP AREA WITH CUP BOARD (In sqft)	TERRACE AREA (FULL) (In Sq.ft)
DETAILS OF ENTITLEMENT (1/32TH SHARE)	4162.77	352.93
commercial area entitlement	83.65	
Plus car parking slots	4.66 nos (Covered)	



5. The Developer has allotted 4 Nos. of flats and respective terrace Area, 4 nos covered car parking and commercial areas as described in letter of allotment dated 30th day of June, 2017.
6. That an area of 2.64 sqft for residential flat and 23.07 sqft of terrace area(50% salable) allocated excess to the 1st party and as such for that the 1st party will compensate the Developer by sale consideration to be calculated at Rs. 7315/sqft amounting to Rs. 103677/-. Further the 1st party shall also get the actual net sales value (less 4% marketing cost) of its undivided share in commercial area.
7. In the circumstances, the 2 covered car-parks being jointly allotted to 2 shares of Shri Tushar Kant Mall and 1 share of Smt. Santosh Devi Mall.
8. That as mentioned in the Development agreement Article-XVII, Clause no. 17.1, the Developer shall be entitled to collect proportionate charges for CESC Transformer/ HT services, Generator connection to the flat, recreational facilities including CLUB membership, forming of holding organization/ Associations, maintenance charges esteemed for one year etc. (Collectively EDC) from the customers of allocations of space of owners as well as Developer. As such the owners shall on or before possession shall ensure payments of aforesaid amount to be made to Developer by the ultimate customers of flats/commercial space. In case the Owners decide to retain some space in the project, the payment for such portion shall be made by Owners for such retained area.
9. The said Tushar Kant Mall has also agreed to execute a Power of Attorney in favour of the Developer like manner as the co-owner has earlier executed.
10. The Developer shall be entitled to take a project loan by creating a charge on the property. However, it is agreed that there will be no charge or mortgage on area sharing receivables by the Co-owner.

Handwritten signature in blue ink, appearing to be 'S. S. S. S. S.' with a flourish.



In consideration of the aforesaid assignment and further consideration of the co-owner agreeing to abide by all the terms and conditions as mentioned in the earlier development agreement, the said co-owner shall be entitled to the benefits of the development agreement as mentioned in those development agreements and the developer shall handover constructed area as per the specifications agreed in the Third Schedule of the aforesaid Development Agreement, consists of the flats and other areas.

SCHEDULE

ALL THAT undivided share of the piece and parcel of land containing by estimation an area of 6 Cottahs 2 Chattaks (more or less) equals to 10.367 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.

11




IN WITNESS WHEREOF the parties have set and subscribed its hand and seals the day month and year first above written

SIGNED AND DELIVERED BY THE PARTIES at Kolkata

in the presence of:

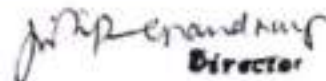
1. Sandeep Kumar
Advocate
WB 27



First Party

2. Suraj Chakrabarty
22 Prince Anwar Shah
Road Kat - 33.












MERLIN PROJECTS LTC


Director

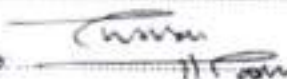
Second Party












Drafted by me
Rajendra Kumar
Advocate
W. B. 451 of 2004
Calcutta High Court




		Thumb	Index Fingure	Mid Fingure	Ring Fingure	Little Fingure
	left hand					
	right hand					

Name

Signature: 

		Thumb	Index Fingure	Mid Fingure	Ring Fingure	Little Fingure
	left hand					
	right hand					

Name

Signature: 

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PHOTO	left hand					
	right hand					

Name

Signature



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

GRN: 19-201718-018255842-1

Payment Mode Online Payment

GRN Date: 22/02/2018 17:23:47

Bank : Indian Bank

BRN : 1822022018051275

BRN Date: 22/02/2018 17:24:13

DEPOSITOR'S DETAILS

Id No. : 16020000184998/5/2018

[Query No./Query Year]

Name : Mr Tushar Kant Mail

Contact No. : Mobile No. : +91 9830614446

E-mail :

Address : 2 Palm Avenue May fair Ballygunge Kolkata 70019

Applicant Name : Mr Bapi Das

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16020000184998/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	16020000184998/5/2018	Property Registration- Registration Fees	0030-03-104-001-18	10053

Total

30074

In Words : Rupees Thirty Thousand Seventy Four only

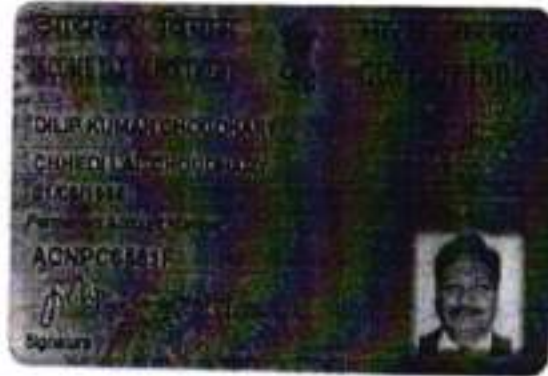


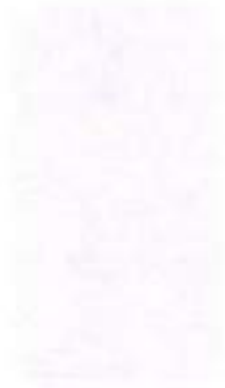












Major Information of the Deed

Deed No :	I-1602-03203/2018	Date of Registration	19/03/2018
Query No / Year	1602-0000184998/2018	Office where deed is registered	
Query Date	05/02/2018 4:04:18 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830373677, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs 2/-	Rs. 1,12,91,092/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 10,053/- (Article E, E, B, M(b), H)		
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road. Road Zone : (J.L.Sarani – Netaji Sarak Crossing Premises located on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Premises No. 1, Ward No: 121

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 2 Chatak	1/-	1,12,01,092/-	Property is on Road
Grand Total :					10.1063Dec	1 /-	112,01,092 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	90,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TUSHAR KANT MALL (Presentant) Son of Late Raj Prakash Mall 2 No. Palm Avenue, May Fair Towers, P.O:- Ballygunge, P.S:- Karaya, District:- South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.: AJEPM0259J, Status : Individual, Executed by: Self, Date of Execution: 31/10/2017 . Admitted by: Self, Date of Admission: 22/02/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 31/10/2017 , Admitted by: Self, Date of Admission: 22/02/2018 ,Place : Pvt. Residence

Major Information of the Deed :- I-1602-03203/2018-19/03/2018



Developer Details :

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

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Dilip Choudhury Son of Late Chhedi Lal Choudhury 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACNPC6581F Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Director)

Identifier Details :

Name & address	
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court. P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of TUSHAR KANT MALL, Mr Dilip Choudhury	

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	TUSHAR KANT MALL	MERLIN PROJECTS LIMITED-10.1062 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	TUSHAR KANT MALL	MERLIN PROJECTS LIMITED-300.00000000 Sq Ft

Endorsement For Deed Number : I - 160203203 / 2018

Major Information of the Deed :- I-1602-03203/2018-19/03/2018



On 05-02-2018

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 1,12,91,092/-

Rina Chaudhury

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

On 22-02-2018

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

Presented for registration at 15:25 hrs on 22-02-2018, at the Private residence by TUSHAR KANT MALL ,Executant.

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

Execution is admitted on 22/02/2018 by TUSHAR KANT MALL, Son of Late Raj Prakash Mall, 2 No. Palm Avenue, May Fair Towers, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Others

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

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

Execution is admitted on 22-02-2018 by Mr Dilip Choudhury, Director, MERLIN PROJECTS LIMITED, 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District-South 24-Parganas, West Bengal, India, PIN - 700033

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

Rina Chaudhury

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

Major Information of the Deed :- I-1602-03203/2018-19/03/2018



On 19-03-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2018 5:24PM with Govt. Ref. No: 192017180182558421 on 22-02-2018, Amount Rs: 10,053/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB22022018051275 on 22-02-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4340, Amount: Rs.50/-, Date of Purchase: 12/10/2017, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2018 5:24PM with Govt. Ref. No: 192017180182558421 on 22-02-2018, Amount Rs: 20,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB22022018051275 on 22-02-2018, Head of Account 0030-02-103-003-02

Rina Chaudhury

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

Major Information of the Deed :- I-1602-03203/2018-19/03/2018





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2018, Page from 112638 to 112655
being No 160203203 for the year 2018.



Digitally signed by RINA CHAUDHURY
Date: 2018.03.20 17:09:08 +05:30
Reason: Digital Signing of Deed.

R Chaudhury

(Rina Chaudhury) 20/03/2018 17:09:00
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.



Checked by me
[Signature]

02 APR 2018

This document is digitally signed.)

Certified to be a true copy

R Chaudhury
District Sub-Registrar-II
Alipore, South 24 Parganas

02 APR 2018