

A.D.S. Howrah

Deed No - 3350 Febr 2015

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File No - 1663 dt 03/9/15



अन्तिमकक्ष पश्चिम बंगाल WEST BENGAL

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COST OF CERTIFIED COPY	4.00
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Rupees two hundred paise forty one and forty only

Total

Case No... 1663 Date... 03/9/15

[Signature]
 Additional District
 Sub-Registrar, Howrah
 03/9/15

1510

17 SEP 2015

No.....Rs 10/- Date.....

Name- **SK. SAEIR ALI**

Advocate

Address- Alipore Judge's Court, Kol-27

Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol - 27

Vendor.....



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Certified that the document is admitted to registration in the Signature Sheet and acknowledgement Sheet which are attached to this document are the part of this document

U 023772

A.D.S.R. Haurah

02 JUL 2015

THIS JOINT DEVELOPMENT AGREEMENT is executed at Kolkata on this 1st day of May, Two Thousand and Fifteen

BETWEEN

M/S ZOOM VANIYA PVT. LTD. (PAN:AAACZ2613D), a company within the meaning of the Companies Act, 1956, having its registered office at 166B, S P Mukherjee Road, Kolkata-700 026 represented by its Director MR. SUSHIL KUMAR BIHANI son of Late Asha Ram Bihani, (Income Tax PAN - AEPPB7905B), hereinafter referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns), in pursuance of the Board Resolution dated 30.01.2015, of the ONE PART;

AND

ZOOM VANIYA (P) LTD.

S.K. Bihani
 Director

MERLIN REAL ESTATE LLP

[Signature]
 Designated Partner/Authorized Signatory



9 APR 2015

no. 2858 Date _____
Sold to _____
of _____
Rupees 100

[Signature]
Sandeep Das
Sole Vendor
Allahabad Court
South 24 Jgs. No. 7

58



2106

MERLIN REAL ESTATE LLP

58
Designated Partner/Authorized Signatory

(DINESH KUMAR & SANGHVI)



2107

AGORA TANIYA (P) LTD.

S. Bihani
Director

(SUSHIL KUMAR BIHANI)

Additional Director
Sub-Registrar, Allahabad

02 JUL 2015

Ganesh Roy
Stalata C. M. Roy
Service
22, Princes Anwar Shah Road
Kolkata - 700 009

MERLIN REAL ESTATE LLP, a limited liability partnership Firm incorporated under the LLP Act, 2008 and having its registered office at Merlin Oxford, 22, Prince Anwar Shah Road, Kolkata -700033, Income Tax PAN AAVFM5065E, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns), represented by one of its Partners, MR. DINESH KUMAR G. SANGHVI (Income Tax PAN AVHPS5172K) in pursuance of the meeting held between partners on 30.01.2015, of the OTHER PART.

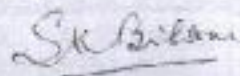
Whereas:

- (a). The party of the One Part is the absolute owner of all that the piece and parcel of land measuring an area of 2.1807 Acres equivalent to 129 Cottahs 8 chatak 8.47 sqft (more or less) under Howrah Municipal Corporation in Ward No. 39, more fully described in the First Schedule Part-I, and hereinafter referred to as the "Land".
- (b). The facts relating to the devolution of title of the Owner in respect of the Land is mentioned in Part - II of the First Schedule hereunder written.
- (c). The Developer is *inter alia* engaged in the business of real estate development and is interested in joint development of a residential project comprising of several self-contained independent units / apartments on the Land.
- (d). Prior to the execution of this Agreement, the Developer has made necessary searches and investigation concerning the marketable title of the Owner in respect of the Land and upon being fully satisfied with the title of the Owner, the Developer has discussed with the Owner, the terms and conditions upon which the development of the said project on the Land will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.

Now therefore, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained, the mutual benefits to be derived therefrom, the parties witnesseth and agree as follows:

Clause 1
Definitions & Interpretations

- 1.1. In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:



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"Advances and Deposits" shall mean the amounts received as advance against application of provisional booking / booking amounts from the intending purchasers of constructed areas / units in the proposed Project.

"Agreement" shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the Parties in writing.

"Architect" shall mean M/s. INNATE having its office at 26/2, Ballygunge Circular Road, Kolkata-700019, or such architect or consultant or firm of architects whom the Owner may, from time to time appoint for designing, planning and execution of the Project at the cost of Developer.

"Building Plan" shall mean the plans prepared by the Architect for construction of the Project and shall include any amendments thereto or modifications thereof made or caused as may be necessary and/or required from time to time as per law.

"Common Areas and Facilities" shall mean and include corridors, halways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, generator room and other spaces as may be required for providing the necessary amenities and facilities whatsoever required for the establishment and enjoyment of the flat owners/occupiers of the Project, as agreed and earmarked by the Parties.

"Developer" shall mean Merlia Real Estate LLP and shall include its partner/s successors or successors-in-interest and assigns. s

"Floor Area Ratio" or "FAR" shall mean the floor area ratio permissible for construction of covered area in the buildings to be constructed on the Land according to the prevailing rules, regulations, law and bye laws of the Municipal Authority and/or other statutory authorities.

"Force Majeure" means, act of God, act of public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government acquisition or requisition, inability to act due to government action, interruption and/or shortage of supply of goods and construction materials, and/or skilled manpower, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the Party affected to the other Party within reasonable time.

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"Gross Sale Proceeds" shall mean the total proceeds of sales or consideration received/receivable from the Transferee/s against Transfer of the flats / units in the Project together with other rights and interests including service tax.

"Land" shall mean the Land comprised under the Premises No 40, Swarnamovee Road, Shalimar, Howrah - 711 103, Police Station Shibpur, under Howrah Municipal Corporation Ward No.39, as described in Part - I of the First Schedule hereunder written.

"Municipal Authority" shall primarily mean Howrah Municipal Corporation and/or any other statutory authority (ies) entrusted by the Government who shall sanction the Building Plan, and accord the necessary permission, clearance & NOC as may be necessary to complete the project.

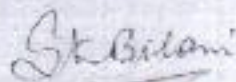
"Net Sale Proceeds" shall mean Gross Sale Proceeds less -

- (a) All the statutory Taxes and charges, including Service Tax as may be applicable time to time.
- (b) Advertising and Marketing Costs for the Project
- (c) Brokerage Cost
- (d) Other Deposits, Charges and EDC.

"Other Deposits, Charges and EDC" shall mean the following:

- (i). Any deposits / charges for the club, electricity connection, generator, transformer, maintenance deposit, advance maintenance charges, legal charges, formation of the association/society of the Transferee/s (EDC), collected from the Transferee/s to the extent as not re-presenting consideration for the flats / units in the Project together with other rights and benefits sold to such Transferee/s
- (ii). Stamp duty and registration fees and other incidental and allied costs, expenses etc. received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale / conveyance deed or other instruments/documents for Transfer of the flats / units in the Project.
- (iii). Cost received for any extra customization work carried out by the Developer at the instance of Transferee/s in addition to the agreed Specification of the buildings and flat as stated in the agreements for sale with the Transferee/s.

"Owner" shall mean Zoom Vanija Pvt Ltd. and shall include its successors or successors-in-interest and assigns.



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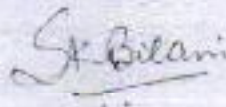






Clause 3
Grant of License & Consideration

- 3.1 The Owner doth hereby permit and grant license and permission to the Developer, with right and authority to build upon Said Land by constructing one or more building(s) thereon in accordance with sanctions/permissions herein mentioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas after completion to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.
- 3.2 The Developer shall be entitled to undertake the construction work at the said Land and the Owner shall allow the access for the sole purpose of carrying out and completing the development and commercial exploitation of the Said Land. The legal domain, possession and control of the Said Land shall continue to vest with the Owner till the time transfer of undivided share of land to Transferee(s), after completion of the project.
- 3.3 In as much as the construction on the Said Land is concerned, the Developer shall act as licensee of the Owner and shall be entitled to be in permissive access to the Said Land as and by way of a licensee of the Owner as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the Said Land which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the Said Land for any purposes other than the purpose of construction.
- 3.4 The Developer shall complete the Project within a period 4 (Four) years from the date of sanction of Building plans from concerned Authorities, however the said period of 4 (Four) years may be extended by a grace period of 6 (six) months without any penalty. It is clarified that the Project shall be deemed to be complete only when the full Completion Certificate is issued by the Municipal Authority and such date on which the said full Completion Certificate is issued shall be considered as the Project completion date.
- 3.5 The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the Second Schedule hereunder written and approved by the Architect appointed herein.



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- 3.6. In consideration of the Owner granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owner and the Developer shall be entitled to share constructed spaces of the Project (excluding the undivided proportionate share in the Land) in the following ratio:

Owner	-	27% (twenty seven percent)
Developer	-	73% (seventy three percent)

- 3.7. Instead of the sharing the constructed spaces in the Project in the aforesaid ratio, the Parties shall jointly Transfer the flats / units and other rights and benefits in the Project and share the Net Sale Proceeds received from the prospective Transferees in the ratio as mentioned in Clause 3.4 hereinabove. It is clarified that the Service Tax payable on the Gross Sale Proceeds, Marketing Costs for the Project, Brokerage Cost shall also be shared between the Owner and the Developer in the ratio mentioned in Clause 3.4 above. The aforesaid consideration of 27% to owners shall be passed on after 3 years upon completion and/or transfer of constructed space whichever is later.
- 3.8. After the expiry of the period of 4 years or the said mutually extended period, the Owner and the Developer shall be the joint owners of the Unsold Spaces in proportion of 27% (twenty seven percent) and 73% (seventy three percent) respectively.
- 3.9. It is clarified between the Parties that the Developer shall be entitled to collect the Other Deposits and Charges (as mentioned in Clause 1.1 herein) in its own name from the Transferees. The Developer agrees to indemnify and keep indemnified the Owner from and against all actions, costs, suits, legal proceeding accounts, claims, demands, losses, charges, expenses, and liabilities of whatsoever nature which the Owner may incur due to collection of Other Deposits and Charges by the Developer from the Transferees or non-fulfillment of the obligations on the part of the Developer in lieu of Other Deposits and Charges so collected. All costs and charges including legal expenses, if any, in this regard shall be unconditionally borne and paid by the Developer. Further, the developer alone shall be responsible for refunds to the parties in case of any cancellation of advance bookings.
- 3.10. The necessary accounts and statements pertaining to Transfer of flats / units and other rights and benefits in the Project and sharing of Net Sale Proceeds will be maintained by the Developer for each financial year (i.e. the period beginning from 1st April of the current year to 31st March of the following year). Upon Transfer of the entire flats / units in the Project, a final account shall be prepared and rendered by the Developer to the Owner. Once the project is complete and upon execution of sale deeds the owner shall receive the 27% of net sale proceeds.

St. Bilani

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Clause 4
Security Deposit

- 4.1. On or before the execution of this Agreement, the Developer has paid to the Owner, an interest free sum of Rs.30,00,000/- (Rupees Thirty Lacs only), hereinafter referred to as the "Security Deposit" for due and punctual performance of the obligations of the Developer hereunder.
- 4.2. Within a period of 6 months commencing from the expiry of the said period of 4 years from the date of this Agreement or such extended period as mutually agreed by the Parties in writing as provide in Clause 3.6, both Parties shall make its best endeavor to - (i) Owner shall Transfer undivided share in land proportionate to all the remaining flats / units in the Project in favour of the Transferees by registering necessary sale / conveyance deeds for which agreements have executed, (ii) developer shall settle the final accounts pertaining to their respective entitlements and thereafter, Developer shall transfer the constructed space to all purchaser on receiving full consideration (iii) owner and developer shall execute and register the necessary instruments for effecting partition and transfer of their respective allocations in respect of the Unsold Space (as mentioned in Clause 3.8 herein).
- 4.3. Simultaneously with the execution and registration of necessary instruments for effecting partition and transfer of the Unsold Space as provided in Clause 3.8 hereat, the Security Deposit amount will be refunded by the Owner to the Developer, simultaneously with execution of all sale deeds and upon receiving the consideration that is 27% of net sale proceeds.

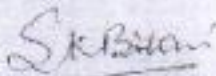
Clause 5
Conversion, Sanction etc.

- 5.1. The Owner have represented to the developer that, that the proposed building plan is already sanctioned from the concerned Municipal Authorities and all necessary approvals and sanction related to such plans are also completed.

Clause 6
Representations and Covenants of the Owner

The Owner hereby declares and covenants with the Developer as follows

- 6.1. The Owner is the absolute owner of the Land.



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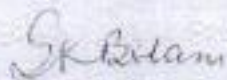
- 6.2. The Land is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 6.3. The Owner has the absolute right and authority to enter into this Agreement with the Developer in respect of the Land.
- 6.4. During the subsistence of this Agreement, the Owner shall not transfer and/or part with the Land or any portion thereof.
- 6.5. The Owner is authorizing the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the Project.

Clause 7

Representations and covenants of the Developer

The Developer hereby undertakes and covenants with the Owner as follows:

- 7.1. In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Building Plan and other approvals and the provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.
- 7.2. All costs, charges and expenses for the development and implementation of the Project till its completion (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.
- 7.3. The Developer shall comply with all applicable laws, clearances, applicable permits (including renewals as required) in the performance of its obligations under this Agreement.
- 7.4. The Developer shall discharge its obligations in accordance with Good Industry Practice.
- 7.5. The Developer shall indemnify, protect, defend and hold harmless the Owner and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of



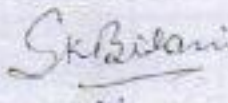
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the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.

- 7.6. The Developer acknowledges and recognizes that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- 7.7. The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 7.8. The Developer shall not transfer and/or assign this Agreement without the consent of the Owner in writing nor shall create any charge or encumbrance in respect of his interest in the Project.
- 7.9. Save and except the Transfer of the flats/units in the Project to be made jointly by both the Parties as mentioned herein, the Developer shall not sell, lease, gift, exchange, mortgage, transfer or alienate in any other manner any part or portion of the Project and/or the Land.
- 7.10. The Developer shall not initiate any proceedings/litigation against third parties in any Court or other legal authorities in exercise of the authority given to the Developer under this Agreement without written consent of the Owner.
- 7.11. The Developer shall comply with the requirements and requisitions of the Municipal Authority and other authorities relating to the construction of the Project and to obtain necessary approval/s, consent/s and license/s from the appropriate authorities as and when required.
- 7.12. The Developer shall not employ (directly or indirectly) any child labour for carrying out construction work at the Land.
- 7.13. The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, damage, interference to the occupiers of the adjoining or neighbouring properties or to the public.
- 7.14. The Owner shall make proper arrangement for the security of the Land, however the owner shall not be responsible for safe keeping of construction material, equipments, for that the developer shall make its own arrangement.
- 7.15. The Developer shall ensure that upon completion of the Project, all surplus materials, rubbish, and waste are cleared of and removed from the Land as well as roads and pavements adjoining the Land.



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Clause 8
Access to Land

- 8.1 The Owner shall give the right of way and access of the Land to the Developer for the development of the Project upon commencement of work.
- 8.2 Within 7 days after the Developer having obtained all other necessary permissions, approvals and sanctions, the Developer shall be entitled to commence, carry out and complete the construction of the Project as per the Specifications fully mentioned in the **Second Schedule** hereunder written.
- 8.3 The Developer shall be entitled to right of way and access of the Land as licensee, for the purpose of construction and allied activities during the subsistence of this Agreement and until such time the Project is completed in all respects. During such period the Owner shall not prevent the Developer or in any way interfere with the construction of the Project on the Land, except in such circumstances when the Owner has reasons to believe that the Developer is not carrying out its function in terms of this Agreement.
- 8.4 The physical possession of the Land shall be under the full control and possession of the Owner and except the right of way, and access to the Land, the Developer shall have no other right in respect of the same. It is clarified that the Developer shall have no power or authority to part with the possession of the Land or any portion thereof.

Clause 9
Transfer of flats / units in the Complex

- 9.1 The Parties shall jointly consider and decide the policies relating to marketing, Transfer and disposal of the flats/units in the Project. The marketing cost of the Project shall also be shared by both the Parties in the ratio as mentioned in Clause 3.4 herein.
- 9.2 The Owner and the Developer shall jointly Transfer the flats / units in the Project and for such purpose both the Parties shall enter into necessary agreements, sale / conveyance deeds, and/or other agreements, deeds, documents etc. with the Transferee/s to Transfer the flats / units and other rights and benefits in the Project. It is hereby clarified that the sale / conveyance deed for absolute Transfer of the flats / units in the Project shall be executed with the Transferee/s only after the completion certificate in respect of the buildings in the Project is obtained from the Municipal Authority.

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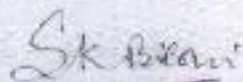
S. K. Bilal



- 8.3 All agreements, deeds (including allotment letter, sale/conveyance deed, and/or other agreements, deeds, documents etc.) pertaining to allotment and/or Transfer of flats/units in the Project shall be drafted and approved by the Parties in consultation with each other. The Parties shall ensure that the Transferee/s shall observe, perform and fulfill all the terms, conditions, stipulations and covenants as contained in the allotment letter and the agreement for sale and or any modifications thereof.
- 8.4 It is clarified that the developer is hereby authorised by Owner to receive advances from prospective customers against advance booking of flats / constructed space in the proposed complex and the owner shall not require to be a party in the same. To safe guard the owner's interest the Developer shall make payment of further deposits to owner time to time, as may be mutually agreed between the parties, subject to progress of construction work in the project.

Clause 10
Default in completion of the Project

- 10.1 In the event the Developer fails to complete the Project within the stipulated period of 4 (four) years (with a grace period of 6 months) from the date of this Agreement, in that event the Developer shall pay to the Owner liquidated damages at the rate of Rs. 2,00,000/- (Rupees Two Lacs) per month for the subsequent 12 (twelve) months, till such time the construction of the Project is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the Project due to Force Majeure. The completion of the construction of the Project shall mean the completion of construction in all respects and issuance of the full Completion Certificate or Occupation Certificate by the Municipal Authority.
- 10.2 In the event the Developer is unable to complete the proposed Project within a period of 4 (Four) years from the date of this Agreement for any cause other than the reasons set out in the Clause 11.1 above or if the Developer or his agents commit any breach of any terms or condition of this Agreement, then the Owner at its sole discretion shall be entitled to terminate this Agreement and to forfeit a sum of Rs.30,00,000/- (Rupees Thirty Lacs only), of refundable advance/deposits paid under this Agreement and on such termination, all licenses and permission given to the Developer as aforesaid shall stand revoked. However, the rights granted to the Developer to develop the said Land shall not be revoked or terminated by the Owners as long as the Developer is ready and willing to comply with its obligations herein contained during an additional grace period of six months over and above the aforesaid period of 4 (Four) years from the date of Agreement.



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Clause 11
Mutual covenants

- 11.1. The Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owner and the Developer, nor shall the Owner and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.
- 11.2. The Owner and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- 11.3. The Developer shall in consultation with the Owner and with its prior approval frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally captured / mentioned in the sale / conveyance deeds/agreements/allotment letters/ documents.
- 11.4. Nothing in these presents shall be construed as a sale / transfer or assignment in law by the Owner in respect of the Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.
- 11.5. The Transferee/s shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the flats / units / space in the Complex proposed to be transferred in his/her/its favour as per prevailing banking laws.
- 11.6. If any land contiguous to the Land (described in the Schedule hereunder written) is acquired by the Owner and intends to also develop the same, then the Owner may give the first option to the Developer to develop the same on the same terms and conditions mentioned herein with such amendments as may be mutually agreed between the Owner and the Developer.

Clause 12
Miscellaneous

- 12.1. The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.



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- 12.2 This Agreement sets forth the entire agreement and understandings between the Parties relating to the Land and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.
- 12.3 In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.
- 12.4 The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Developer.
- 12.5 Upon completion of the construction of the Project in all respects, the Developer shall send a notice to the Owner along with the completion certificate issued by the Municipal Authority certifying that the construction has been done in accordance with the sanctioned and/or revised sanctioned Building Plans and fit for occupation. Upon receipt of the notice, the Owner along with the Developer shall execute the necessary sale / conveyance deeds in favour of the Transferees for transfer of the flats / units and other rights and benefits in the Project. The possession of land will be transferred jointly to all the purchasers of flats/ units in the proposed development.

Clause 13
Notices, Correspondence and Communication

- 13.1 All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address given below.

Representative of the Owner : Mr. Saket Mohta
Address : 9A, Alipore Park Place,
Kolkata - 700 027
Email : saket@merlinprojects.com

Representative of the Developer : Mr. Satyen Sanghvi
Address : 24, Prince Anwar Shah Road
Kolkata - 700 033
Email : satyen@merlinprojects.com

- 13.2 Unless another address has been specified by a Party hereto by a written notice to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received

S.K. Bilani

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S.S.



(i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is Seven (7) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

Clause 14

Dispute resolution & Jurisdiction of Courts

- 14.1. In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 15.2 below.
- 14.2. If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 15.1 above within sixty (60) days, it shall be settled through Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.
- 14.3. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- 14.4. The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- 14.5. Any decision/award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.

SK Bilani

S.P.

First Schedule above referred to:

**Part - I
(Land)**

ALL THAT the piece and parcel of revenue free land measuring about 2.1807 Acres equivalent to 129 Cottahs 8 Chittaks 8.47 Square Feet together with 2000 Square Feet tiles structure in present L.R. Dag No.134 (Former L.R. Dag Nos.134, 135, 137, 138, 140, 141, 142,143, 144, 145, 146, 147, 174, 175, 176, 177, 178, 179), bearing L.R. Khatian No.382, under Mouza Shibpur, J.L. No 1, P.S. Shibpur, Dist. Howrah, Howrah - 711 103, which is butted and bounded in the manner as follows:

- ON THE NORTH :** By Swarnomoyee Road;
- ON THE SOUTH :** By Vacant Land of M/s. Champdani Industries Ltd. at Premises No. 39, Swarnomoyee Road;
- ON THE EAST :** By Swarnomoyee Canal and Shibpur Engineering College (IEST) at Premises No.47, Swarnomoyee Road;
- ON THE WEST :** By Existing factory/shed/building of M/s. Champdani Industries Ltd at Premises No.39, Swarnomoyee Road.

**Part - II
(Devolution of title)**

WHEREAS the Vendor herein by virtue of three registered Deed of Conveyances as mentioned in the table given below, purchased the entirety of All That the land measuring about 134 cottahs 4 chittaks and 35 sq. ft. (more or less) in various dag nos. under Mouza - Shibpur, District - Howrah, corresponding to Holding No. 40, 40/1 and 41, Swarnamoyee Road, P.S. Shibpur, District - Howrah, hereinafter referred to as the "Said Property" and became the absolute owner thereof.

Sl. No.	Name of the Vendors	Date of Conveyance	Book No.	Vol. No.	Pages	Being No.	Year
1.	Kali Charan Sahu	08/09/1959	1	66	120-125	4017	1959
2	Gorakh Nath Singh and Ramayan Singh	07/12/1960	1	94	76-81	5585	1960
3.	Jagannath Singh	07/12/1960	1	92	159-174	5586	1960



AND WHEREAS the above said land was purchased in the name of the then company M/s Shalimar Wood Products (P) Ltd. which was subsequently changed in the name of Shalimar Industries Ltd. in the following manner:

Name of the Company	Converted to	Formation date
Shalimar Wood Products Ltd.	Date of Incorporation	19.10.1954
Shalimar Wood Products Ltd.	Shalimar Wood Products (P) Ltd.	30.11.1956
Shalimar Wood Products (P) Ltd.	Shalimar Industries (P) Ltd.	23.11.1960
Shalimar Industries (P) Ltd.	Shalimar Group (P) Ltd.	30.10.1980
Shalimar Group (P) Ltd.	Shalimar Group Ltd.	18.09.1989
Shalimar Group Ltd.	Shalimar Industries Limited	06.12.1989

AND WHEREAS M/s. Shalimar Industries Limited, being the owner herein, got its name mutated in the records of Land Reforms Department, Howrah with respect to the land measuring 129 Cottahs & Chittaks 8.47 Square Feet in L.R. Dag Nos 134, 135, 137, 138, 140, 141, 142, 143, 144, 145, 146, 147, 174, 175, 176, 177, 178, 179 bearing L.R. Khatian No.382, under Mouza Shibpur, J.L. No.1, P.S. Shibpur, Dist. Howrah, Howrah - 711103.

AND WHEREAS after getting the mutation done in the records of Land Reforms Department, Howrah, the said M/s. Shalimar Industries Limited also got their lands converted to 'Abasan' and a single L.R. Dag No.134 was allotted by LR Department bearing L.R. Khatian No.382.

AND WHEREAS said M/s. Shalimar Industries Limited also got their lands mutated in the records of Howrah Municipal Corporation with respect to the land measuring 129 Cottahs & Chittaks 8.47 Square Feet in premises no. 40, H, Swarnamoyee Road, and subsequently the said land was amalgamated in the records of Howrah Municipal Corporation and was renumbered as premises no. 40, Swarnamoyee Road was allotted for the said land.

AND WHEREAS the said Shalimar Industries Limited, being the absolute owner of the said amalgamated premises no. 40, Swarnamoyee Road, H.M.C. Ward No.39, P.S. Shibpur, Dist Howrah, and in possession thereof, by an indenture of Conveyance dated 03.11.2014, being No.10360, registered at Registrar of Assurances - I, Kolkata, said, conveyed and transferred the "Said Property" more fully described in the Second Schedule Part -I, to the party of the First Part herein M/S. Zoom Vanijya Pvt. Ltd. Thus, the Said M/S Zoom Vanijya Pvt. Ltd have become the absolute owner of All that the amalgamated Premises No. 40, Swarnamoyee Road, Shalimar, Howrah - 711 103, Police Station Shibpur, under Howrah Municipal Corporation Ward No.39 (The Said Property).

Sh. Bilal

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P. S.



**Second Schedule above referred to:
(Specifications)**

Foundation	R.C.C foundation resting on cast -in-situ reinforced concrete bonded piles.
Structure	Earthquake resistant RCC framed structure.
Water Supply	24 - hour treated water supply.
Electrical	Provision for sufficient electrical points in each and every flats and common area as may be required and suggested by the consultant. Provision for Telephone & T.V points in Living and all bedrooms. Modular switches of reputed brand. Safety equipment such as M.C.B for all flats
Wiring	Fire resistance concealed, copper wiring in entire project/complex
Air Condition	Split air-conditioner in all bedrooms and in living/dining
Wall Finish	Interior - Smooth putty or POP finished walls. Exterior - Combination of antifungal and textured paint.
Flooring & Dado	Vitrified tiles for living, dining, all bedrooms and balcony Kitchen / Toilet floors to be made with heavy duty mat finish ceramic/vitrified tiles.
Toilet	High quality ceramic/vitrified tiles of a reputed brand (up to lintel height). White porcelain sanitary ware of reputed brand (Hindware/ Farryware or equivalent). CP fittings of a reputed brand & Hot and cold water provision.
Door	Door frames made of seasoned and treated wood. Flush doors or teak wood finished doors. Quality locks/handles (hardware) for all doors of reputed brand.
Window	Color Anodized/ powder - coated glazed aluminum window.
Kitchen	Granite counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height Stainless steel Sink

S. Bilani

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SS



Receipt and Memo of Security Deposit

Received from the abovenamed Developer a sum of Rs.30,00,000/- (Rupees Thirty Lacs only), as and by way of part interest free security deposit as per the memo given below:

By Cheque No.09038 dt. 18.10.2014
Rs.30,00,000/-
drawn on Axis Bank Ltd, Prince Anwar
Shah Road Branch, Kolkata in favour of
Zoom Vanijya Pvt. Ltd.

Rs. 30,00,000/-
=====

(Rupees Thirty lacs only)

EDDM VANIJYA (P) LTD.

S. K. Ghosh
Director

(OWNER)

Witnesses:

1. *Binj Kumar Dey*
22, Acharya Anandita Ghosh Road,
KOL-33.
2. *Rajon Chatterbaroty.*
79, Shambhushikha Pandit Street
KOL-20.





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

Name: DINESH KUMAR SINGHVI

Signature:



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

Name: SUSHIL KUMAR SIHANI

Signature:

		Thumb	Index Finger	Mid Finger	Ring Finger	Little Finger
PHOTO	left hand					
	right hand					

Name:

Signature:

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

GRN: 19-201516-000965375-1 Payment Mode: Online Payment
GRN Date: 02/07/2015 17:05:17 Bank: Indian Bank
BRN: IB02072015005294 BRN Date: 02/07/2015 17:11:09

DEPOSITOR'S DETAILS

Name: MERLIN REALESTATE LLP Id No.: 05021000148279/4/2015
(Duty No./Query Year)
Contact No.: Mobile No.: +91 9836745145
E-mail:
Address: 22 PRINCE ANWAR SHAH ROAD KOLKATA 700033
Applicant Name: Mr Gautam Roy
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19-201516-000965375-1	Property Registration- Registration Fee	0030-03-104-001-10	59410
2	05021000148279/4/2015	Property Registration- Stamp duty	0030-02-103-003-02	79021

In Words: Rupees One Lakh Thirty Four Thousand Four Hundred Thirty One only
Total 134431



Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	M/s Zoom Vaniya Pvt Ltd 166b S P Mukherjee Rd, P.O:- Tollygunge, P.S - Tollygunge, District -South 24-Parganas, West Bengal India, PIN - 700026 PAN No. aaacz2613d Status : Organization Represented by representative as given below -
1(1)	Mr Sushil Kr Bihani Son of Late Asha Ram Bihani 166b S P Mukherjee Rd, P.O:- Tollygunge, P.S:- Tollygunge, District -South 24-Parganas, West Bengal India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHPPB7905B, Status : Representative Date of Execution : 01/05/2015 Date of Admission : 02/07/2015 Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Merlin Real Estate LLP 22 Prince Anwar Shah Rd, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 PAN No. aavfm5065e, Status - Organization Represented by representative as given below:-</p>
1(1)	<p>Mr Dinesh Kr G Sanghvi Son of Late Gopal V Sanghvi 22 PRINCE ANWAR SHAH RD, 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. AVHPS5172K, Status : Representative Date of Execution : 01/05/2015 Date of Admission : 02/07/2015 Place of Admission of Execution : Pvt. Residence</p>

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Gautam Ray Son of Late G M Ray 22 Prince Anwar Shah Rd, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,</p>	<p>Mr Dinesh Kr G Sanghvi, Mr Sushil Kr Bhatnagar</p>	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khata No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	<p>District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Swarnamayee Road, Premises No: 40 40/1 41, Ward No: 39, Premises No:40 40/1 41</p>		<p>129 Katha 8 Chetak 8 47 Sq Ft</p>	1-	22,79,40,846/-	<p>Proposed Use: Commercial Use, Property is on Road</p>



Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S1	On Land I.1	2000 Sq Ft.	1/-	22,79,40,64	Structure Type: Structure
	Floor 0	2000 Sq Ft.		6,00,000/-	Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Gautam Roy
Address	Thana : Chitpur, District : Kolkata, WEST BENGAL
Applicant's Status	Solicitor firm

Office of the A.D.S.R. HOWRAH, District: Howrah

Endorsement For Deed Number : I - 050203350 / 2015

Query No/Year	05021000148279/2015	Serial no/Year	0502003555 / 2015
Deed No/Year	I - 050203350 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement.		
Name of Presentant	Mr Dinesh Kr G Sanghvi	Presented At	Private Residence
Date of Execution	01-05-2015	Date of Presentation	02-07-2015

Remarks

On 02/07/2015

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

Presented for registration at 19:42 hrs on 02/07/2015, at the Private residence by Mr Dinesh Kr G Sanghvi.

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

Execution is admitted on 02/07/2015 by

Mr Dinesh Kr G Sanghvi, , Menin Real Estate Llp - 22 Prince Anwar Shah Rd, P.O: Tollygunge, Thana Chhatra Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033

Identified by Mr Gautam Ray, Son of Late G M Ray, 22 Prince Anwar Shah Rd, P.O: Tollygunge, Thana Chhatra Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service

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

Execution is admitted on 02/07/2015 by

Mr Gushil Kr Bhani, , M/s Zoom Vanijya Pvt Ltd , 166b S P Mukherjee Rd, P.O: Tollygunge, Thana Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026

Identified by Mr Gautam Ray, Son of Late G M Ray, 22 Prince Anwar Shah Rd, P.O: Tollygunge, Thana Chhatra Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service

(Panchal Munshi)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. HOWRAH

Howrah, West Bengal

On 03/07/2015

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 59,410/- (B = Rs 59,389/- E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 59,410/-



4. Description of Online Payment

1. Rs 59,410/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: Indian Bank (IDIB000C001)

Payment of Stamp Duty

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

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp. Serial no 3856, Purchased on 09/04/2015, Vendor named Samiran Das.

Description of Online Payment

1. Rs 75,021/- is paid, by online using Head of Account 0030-03-104-001-16, Bank: Indian Bank (IDIB000C001)



(Panchali Munshi)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

On 30/06/2015

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 22,85,40,646/-



(Panchali Munshi)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0502-2015, Page from 20932 to 20960

being No 050203350 for the year 2015.



Digitally signed by PANCHALI MUNSHI
Date: 2015.07.06 18:25:03 +05:30
Reason: Digital Signing of Deed.

Panchali Munshi

(Panchali Munshi) 06-07-2015 18:25:03
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.



*Compared by
P.C. Das
23/9/15*

**Certified to be a
True Copy**
[Signature]
Additional District
Sub-Registrar, Howrah
23/9/15

(This document is digitally signed.)

