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

District Sub-Registrar-II
Alipore, South 24 Parganas

26 DEC 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 22nd day of December 2017

BETWEEN

METAL WOOD INDUSTRIES PRIVATE LIMITED, (PAN-AADCM5515A), a company incorporated under the Companies Act, 1956, having its registered office at 233, B. L. Saha Road, P.O.- New Alipore, P.S.- Behala, Kolkata- 700053, represented by one of its Director MR. SOHAN LAL BHUTRA, (PAN-ALQPB5833R), son of Mr. Shankar Lal Bhutra, working for gain at 22, Prince Anwar Shah Road, Police Station Charu Market, Post Office- Tollygunge, Kolkata- 700033, hereinafter

18-35
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No. _____
 Name: _____
 Address: _____
 Vendor: _____

K. P. Majumder
 High Court
 Calcutta

20 MAY 2017

Schamal Bhutta

I. CHAKRABORTY
 6B, Dr. Rajendra Prasad Sarani
 Kolkata - 700 001



6367

METAL WOOD INDUSTRIES PVT. LTD

Schamal Bhutta

Director



6368

MERLIN PROJECTS LTD.

[Signature]

Director



District Sub-Register-II
 Alipore, South 24 Parganas

22 DEC 2017

Savij Kumar Ran
 5/10/19 Ashu Ran
 Alipore Police Court
 West 24 Parganas

referred to as the **OWNER** (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 **FIRST PART**;

AND

MERLIN PROJECTS LIMITED (PAN- AACCM0505B), a company within the meaning of the Companies Act 1956 having its registered office at 22, Prince Anwar Shah Road, Police Station- Charu Market, Post Office- Tollygunge, Kolkata- 700033, represented by one of its Director **MR. SAKET MOHTA (PAN- AKHPM9746Q)**, son of Mr. Sushil Kumar Mohta, working for gain at 22, Prince Anwar Shah Road, Police Station- Charu Market, Post Office- Tollygunge, Kolkata- 700033, 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 **SECOND PART**.

WHEREAS:

- A. The party of the First Part is the Owner of ALL THAT the undivided share of land measuring an area of 64.69 decimals, more or less in Premises No. 233, B. L. Saha Road, P.S.- Behala, Kolkata- 700 053, Ward No.116 of The Kolkata Municipal Corporation, at Mouza- Italgata, J.L.No.10, comprised in R.S. Dag nos. 616, 617, 618, 638, 647, 648, 633, 634/1103, 638/1104 and 632/1101 under R.S. Khatian Nos. 199, 301, 362, 574, 711 and 1112, recorded and mutated in its name in the KMC records and also in the Land and Land Reforms Department, more fully described in the **First Schedule** and hereinafter referred to as the said property.
- B. The Developer have entered into different development agreement with other co-owners for Development of the Premises No. 233, B. L. Saha



District Sub-Registrar-II
Allports, South 24 Parganas

22 DEC 2011

Road, P.S.- Behala, Kolkata- 700 053, Ward No.116, Kolkata Municipal Corporation at Mouza- Italgata, J.L.No.10, comprised in R.S. Dag nos. 616, 617, 618, 638, 647, 648, 633, 634/1103, 638/1104 and 632/1101 under R.S. Khatian Nos. 199, 301, 362, 574, 711 and 1112, District- 24 Parganas (South).

- C. The First Party has entered into a Memorandum of Understanding on 8th day of March,2017 with the Developer herein, in relation to development of the **Said Property**.
- D. In terms of the aforesaid MOU the Developer has sanctioned a Building Plan vide B.P. No. 2017/130155 dated 7th November, 2017 in respect of the said premises.
- E. In terms of the said Memorandum of Understanding, the parties herein are entering into this Development Agreement under the following terms and conditions.

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 AND OTHER CONSULTANTS** shall mean any person/s, agencies, appointed by the Developer as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the 'Said Property'.



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District Sub-Register-II
Alipore, South 24 Parganas

22 DEC 2017

- 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.
- 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 **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) **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.



District Sub-Register-II
Alipore, South 24 Parganas

22 DEC 2017

- viii) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis.
- ix) **NEW BUILDING/S** 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 various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other.
- x) **OWNER** shall mean the METAL WOOD INDUSTRIES PVT.LTD. and shall include its successor and/or successors in office/interest and assigns.
- xi) **PLAN** shall mean all the Plans sanctioned by the authorities concerned and shall include such modifications and/or alterations as may be necessary and/or required from time to time.
- xii) **PROJECT** shall mean the design, development and construction of pre dominantly residential multistoried buildings (comprising of various self-contained independent flats/apartments, and some commercial spaces as planned by architect on the 'Said Premises' along with other constructed spaces, facility of car parking areas, necessary infrastructure, facilities, common areas and amenities in accordance with the Building Plan sanctioned by the Kolkata



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

Municipal Corporation and other permissions, clearances from the concerned authorities.

- xiii) **SAID PREMISES** shall mean ALL THAT the Municipal Premises No. 233, Basanta Lal Saha Road, Kolkata.
- xiv) **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** hereunder written) 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 Owner 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.
- xv) **SERVICES** shall mean the supply to and installation on the said Premises of electricity, water, gas, telecommunications, drainage and other services.
- xvi) **"GROSS SALE PROCEEDS"** shall mean the proceeds of sales or consideration received/receivable from the Transferee/s against Sale/Transfer of the flats / units in the Project including GST or any other tax payable by the respective Transferees.
- xvii) **"NET SALE PROCEEDS"** shall mean Gross Sale Proceeds less:
 - (a) GST and other taxes will be charged to the customers, as may be applicable from time to time;



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

(b) Other Deposits and Charges: "Other Deposits and Charges" are collected from the transferees along with applicable Taxes shall mean the following:

- i). Any deposits / charges for the resident club, electricity connection, generator, installation of transformer, maintenance deposit, advance maintenance charges, legal /documentation charges, charges for formation of the association/society of the Transferee/s, collected from the Transferee/s which shall not be forming part of consideration for the flats / units of the Project to be 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 of 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 standard Specification of the buildings and flat as stated in the agreements for sale with the Transferee/s.

xviii) **DEPOSITS/EXTRA CHARGES/TAXES-** shall mean the amounts to be deposited / paid by purchasers/transferees of units/constructed spaces to



District Sub-Registrar
Alipore, South 24 Parganas

22 DEC 2017

the Developer in respect of their respective Units and the same to be utilized by the Developer towards arrangement of such services. The Developer shall not be required to submit any account or details of such expenses to Owner as well as customers.

- xix) **REVENUE SHARE** shall mean net sales revenue on account of sale/transfer of all constructed areas, right to park car in said complex, to be shared by the parties herein, as per the agreed ratio, as more fully described in the **Article - XIII** hereunder.
- xx) **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.



District Sub-Register-III
Alipore, South 24 Parganas

22 DEC 2017

- 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 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
OWNER**

- 3.1 At or before execution of this Agreement the First Party has assured and represented to the Developer as follows:



District Sub-Register-II
Alipore, South 24 Parganas

22 DEC 2017

- i) That the Owner is the absolute owner of the said Property entitled to an independent title and distinct share or interest therein.
 - ii) That the Owner has a marketable title in respect of the said Property.
 - iii) Since there is no proceedings being initiated by the Competent Authorities under Urban land (Ceiling & Regulations) Act the owner represent that, there is no excess vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act 1976 comprised in the said Premises.
 - iv) That the Owner has 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 owner entering into an agreement for development with the Developer and subject to the terms and conditions hereinafter appearing.

ARTICLE IV
DEVELOPER'S REPRESENTATION

4. The Developer has represented and warranted to the Owner that the Developer is carrying on business of development and construction of real



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.

ARTICLE V - COMMENCEMENT DATE

This Agreement deemed to have commenced on and with effect from the date of execution of the Memorandum of Understanding i.e. on 8th day of March, 2017 (hereinafter referred to as the **COMMENCEMENT DATE**).

ARTICLE - VI **APPOINTMENT**

- 6.1 Based on aforesaid express representations of the Developer and believing the same to be true the Owner has appointed the Developer to develop the 'Said Property'.
- 6.2 The Owner does hereby appoint the Developer to exclusively carry out the Development of the proposed Project on the 'Said property' on behalf of the Owner on the terms and conditions, as hereinafter contained.

ARTICLE VII - GRANT OF DEVELOPMENT RIGHT

- 7.1 The Owner hereby grant subject to what has been herein provided exclusive right to the Developer to develop and to exploit commercially the 'Said Property' and to construct new multistoried buildings thereon in accordance with the plan or plans to be sanctioned by the Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto.



District Sub-Registrar
Alipore, South 24 Parganas

22 DEC 2017

- 7.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission from the appropriate authorities for carrying on smooth construction work at the 'Said Property' and the Developer shall pay and bear all fees including architect's fees charges construction costs and expenses required to be paid or deposited for exploitation of the 'Said Property'.
- 7.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the 'Said Property' or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive right to the Developer for the purpose of development of the 'Said Property' in terms hereof and other than to deal with Developer's Share, subject to providing the Owner Share as per the terms of these presents.

ARTICLE VIII - TOTAL DEVELOPMENT COSTS

8. 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 IX- PLAN

9. For the purpose of undertaking the development of the 'Said Premises', the Developer has already prepared a map or plan and for the aforesaid purpose by an architect of repute engaged by submitted to Kolkata Municipal



District Sub-Register-II
Alipore, South 24 Parganas

22 DEC 2017

Corporation and has already been sanctioned in the name of the Owner herein and other co-owners.

ARTICLE X - DEVELOPMENT

- 10.1 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 Premises.
 - 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 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.



District Sub-Register-II
Alipore, South 24 Parganas

22 DEC 2017

- v) The Developer has commenced and proceeded diligently to execute and complete the development:
 - 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 - XI

SECURITY DEPOSIT

- 11.1 The Developer has paid to the Owner an interest free refundable security deposit of Rs. 5,00,000/- (Rupees Five lacs) only to the Owner which the Owner acknowledges to have received as per the Memo appearing hereinafter.
- 11.2 That the above security deposit paid to the Owner by the Developer shall be refundable to the Developer by the Owner at the time of Completion of the



District Sub-Registrar
Alipore, South 24 Parganas

22 DEC 2017

project.

ARTICLE XII - CONSTRUCTION AND COMPLETION

- 12.1 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**).
- 12.2 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.
- 12.3 The Developer shall be authorized in the name of the owner 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 Owner 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.

ARTICLE XIII - SHARING OF REVENUE

- 13.1 In consideration of the Owner granting development rights to the



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

Developer and the Developer agreeing to construct and complete the Project at its cost and expenses, the Owner and the Developer shall be jointly entitled to undivided rights, share or interest of the Project (including the undivided proportionate share in the Land) and instead of the sharing the constructed spaces in the Project the Parties herein shall share the net sale proceeds and 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 below:

Owner - 65% (Sixty Five per cent) of the net sale proceeds realizable for the said Premises.

Developer - 35% (Thirty Five percent) of the net sale proceeds realizable for the said Premises.

It is agreed that the Owner shall be entitled to 65% of net Sale Revenue realization from the development of its property which will be in proportion to its land holding out of the entire land in the Said premises to be developed by the Developer along with the Owner.

- 13.2 It is clarified that the GST payable on the Net Sale Proceeds, Marketing Costs for the Project, Brokerage Cost shall also be shared between the Owner and the Developer in the similar ratio mentioned in Clause 13.1 above.
- 13.3 That it is agreed between the Owner and Developer that after receiving the payment of the entire amount of consideration, the Deed of the Conveyance will be executed by the Owner through their Constituted Attorney (representatives of the Developer) in favour of such intending



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

Purchaser and the Developer will necessarily be a Confirming Party to such Deed of Conveyance and/or transfer, as the case may be.

ARTICLE - XIV
MARKETING OF PROJECT

- 14.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Owner and the Developer, jointly. The Owner and the Developer shall jointly decide the basic sale price of each Unit before launching the Project. It has been agreed between the Parties that, the Developer shall be entitled to sale any Unit below the basic sale price with prior consent of the Owner in writing.
- 14.2 The Developer shall be entitled to receive consideration/allotment money/advance consideration, etc. in its own name in respect of sale of the Units and other areas comprised in the Project and give receipts thereof.
- 14.3 The Parties have mutually agreed that, the entirety of the Project shall be sold out within 4 (Four) years from the date of sanction with a further grace period of another 3 (three) months. In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual agreement and after the agreed grace period, the unsold stock, if any, shall be divided/shared in a fair and equitable manner between the Parties as per the agreed revenue share ratio after deduction of any Notional rent applicable in the project as per the recent amendment of



District Sub-Register-II
Allpore, South 24 Parganas

2-2 DEC 2017

the Law of Taxation.

- 14.4 The Owner and the Developer hereby agrees, undertakes and acknowledges that subsequent to sanction of the Building Plan / Plans, the Developer shall exclusively be entitled to receive booking, enter into agreement for sale allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the 'Said Property'.
- 14.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 14.6 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio mentioned herein, save and except the receipts on account of (i) all payments made by the intending purchasers as reimbursement of GST and other taxes as may be applicable, (ii) all payments made by the intending purchasers towards payment of legal fees, stamp duties and registration charges for registration of their respective Agreement for Sale and Deed of Conveyance, corpus deposits and/or sinking funds for maintenance, deposits / expenses for formation of the Association and Maintenance Organisation, Common Expenses, electric meter cost and deposits, Club membership charges, Club maintenance charges, municipal taxes and deposits for the same, deposits and expenses for purchase, installation and maintenance of the common installations and facilities, charges / costs / expenses for additional work requested by any intending purchaser in his



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District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

Unit, charges, out-pocket expenses and fees payable for changes / regularization / completion under the Applicable Law and rules, etc., (iii) all payments made by the intending purchasers towards installation and maintenance of any facility in the Project for common enjoyment (all hereinafter collectively referred to as "the **Excluded Receipts**"), which shall be exclusively received by the Developer for its use of the respective purposes.

ARTICLE - XV
PROJECT DECISIONS

15. The Developer shall, in consultation with the Owner in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of all matters including, but not limited to the following and the same will be binding on the:
- i) nature of development: Residential and/or commercial/mix use.
 - ii) materials to be used for the Project.
 - iii) the name of the Project will be decided mutually.

ARTICLE -XVI
PROCEDURE

- 16.1 Simultaneously upon execution and registration of this agreement, the Owner shall execute a Registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining all



District Sub-Registrar-II
Alipore, South 24 Parganas

2-2 DEC 2017

necessary Approvals from different authorities in connection with the construction of the building and also for pursuing and following up matter with Municipal Authority and other authorities, also for entering into agreement for sale of Units with the prospective Transferees along with the right to sell the owner's allocation area and execution of Deed of conveyance in favour of prospective transferees.

- 16.2 Apart from the execution of the Specific Power of Attorney, the Owner shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the "Said Property" in terms of this Agreement.
- 16.3 It is agreed between the Owner and Developer that during the construction period, the Developer shall only be liable for making the payment of all the Municipal rates, taxes and all other outgoings including the khazna in respect of the 'Said Property', till handing over the respective allocation area to all the parties.

ARTICLE XVII - FORCE MAJEURE

17. 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.



District Sub-Register-Office
Alipore, South 24 Parganas

22 DEC 2017

ARTICLE - XVIII
MISCELLANEOUS

- 18.1 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.
- 18.2 The Owner shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.
- 18.3 The Government of India and Government of West Bengal are in the process of introducing the Real Estate Regulatory Act. Post promulgation of the said Act, if any clause in this development is contradictory to the same, in such a situation the Developer will not be bound by such clauses and the provisions of RERA shall be applicable for the proposed development.



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

- 18.4 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.
- 18.5 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.
- 18.6 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owner and Developer.
- 18.7 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developer and the Owner.
- 18.8 Stamp Duty, Registration Fees, GST, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owner's allocation by the Developer to the Owner shall be paid by the Owner in case of Owner wish to retain constructed area.
- 18.9 After the completion of the project, the Owner of all apartments, units shall



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District Sub-Register-II
Alipore, South 24 Parganas.

22 DEC 2017

form an Association, and all the parties hereto shall cause each of the Apartment / Unit Owner to whom they would transfer their respective right, title and interest out of their respective allocation area, to compulsory become a member of such Association. After formation of the Owner' Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purpose.

18.10 All the apartment / space owner including the Owner herein shall abide by such rules, regulations and bye laws, as may be made applicable by the Developer for maintenance of the said complex, before the formation of the Apartment Owners' Association, and after the formation of Owner Association, to comply with and/or adhere to all such rules, regulations and bye laws of such Association.

18.11 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.

18.12 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements / Deeds, if any, executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.



District Sub-Registrar-II
Alipore, South 24 Parganas

22 DEC 2017

- 18.13 The signatory executing this Agreement on behalf of the Owner and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 18.14 The Owner and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owner and Developer in their behalf

ARTICLE - XIX

GOVERNING LAW AND JURISDICTION

- 19.1 In the event of any dispute or difference arising between the parties, the courts / tribunals in Kolkata alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of all other courts/tribunals.
- 19.2 This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.



Registrar of Companies-III
Alipore, South 24 Parganas

22 DEC 2017

ARTICLE - XX
DISPUTE RESOLUTION AND FORUM

- 20.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to the sole arbitration by an arbitral tribunal to be appointed by the parties; the Owner shall be entitled to jointly appoint one Arbitrator and the Developer shall be entitled to appoint another Arbitrator and the two Arbitrators so appointed, shall appoint the third Arbitrator to constitute the arbitral tribunal. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.
- 20.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE - XXI
MORTGAGE OF LAND FOR LOAN

- 21.1 The Developer shall be entitled to arrange financing for the Project (**Project Finance**) by a Bank / Financial Institution (**Financer**). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit original title deeds



Registrar Sub-Register-II
Alipore, South 24 Parganas

2-2 DEC 2017

and documents of the 'Said Property' with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owner's share of Project Revenues. For the aforesaid purpose, the Owner will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance. It is agreed and recorded that the Owner shall not be obliged and/or liable to furnish any guarantee (personal or otherwise) nor shall be liable to repay the loan, if any, obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively **Project Finance Liability**) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance / Project Finance Liability. The loans obtained by the Developer against the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

- 21.2 In the event the Developer fails to repay the loan amount within the time specified therein, the Owner shall have the option to repay the loan and in such event the Owner shall be entitled to recover such amount from the Developer's share of project Revenue to the extent of such amount paid by them. It is also agreed that as a matter of necessity, the intending purchasers shall also be entitled to mortgage and/or create charge over or in respect of their respective Units while obtaining loans for purchasing the same in the said Project the Developer shall obtain necessary NOC from their financier for the said purpose.



District Sub-Register-III
Alipore, South 24 Parganas

20. DEC 2017

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Property)

ALL THAT the piece and parcel of land containing by estimation an area of 64.69 Decimals comprised in R.S. Dag nos. 616, 617, 618, 638, 647, 648, 633, 634/1103, 638/1104 and 632/1101 under RS Khatian Nos. 199, 301, 362, 574, 711 and 1112 at Mouza- Italgata, J.L. No.10 being Premises No. 233, B.L. Saha Road, Police Station Behala, Kolkata 700 053 under ward No. 116, Borough No. 13 of Kolkata Municipal Corporation, together with structures standing thereon. The above land is butted and bounded as below;

- NORTH: by Premises Nos. 532, 533, 534 & 535, 274/21/A, 174/22, 103/4 of B.L. Saha Road & KMC Road;
- SOUTH: by Premises Nos. 177/6, 177B, 177, 232 of B.L. Saha Road & KMC Road;
- EAST: by Premises Nos. 175, 175/A, 175/5 of B.L. Saha Road & KMC Road;
- WEST: by B.L. Saha Road.

SECOND SCHEDULE ABOVE REFERRED TO

(Ownership Details)

WHEREAS one Indu Bhushan Dey was the recorded owner comprised in R.S. Dag No. 638 under R.S. Khatian No.301 at Mouza- Italgata, J.L.No.10, P.S.- Behala, an area of 23 decimals, more or less, under the District South 24 Parganas.

AND WHEREAS said Indu Bhushan Dey, through sale deed dated 31st day of July 1959, recorded in Book No. I, Vol. No. 129, Pages from 9 to 17, Being No.6994 in the year 1959 registered at Sub-Registrar Alipore, Sadar South 24 Parganas



District Sub-Registrar-II
Alipore, South 24 Parganas

2-2 DEC 2017

sold, transferred and conveyed to Metal Wood Industries Pvt. Ltd., ALL THAT the land measuring area of 23 decimals, more or less, in R.S. Dag No. 638 under R.S. Khatian No.301 at Mouza- Italgata, J.L.No.10, P.S-Behala KMC premises No.235, B. L. Saha Road, Kolkata and now amalgamated into Premises No. 233 B.L. Saha Road, under the District South 24 Parganas.

AND WHEREAS one Arunabha Das was the recorded owner of all that the land measuring an area of 41.69 decimals, more or less, comprised in R.S. Dag Nos. 616,617,618,633,647,648,632/1101, 634/1103 & 638/1104 under R.S. Khatian No.199, 301, 362, 574, 711 & 1112 at Mouza- Italgata, J.L.No.10, being Kolkata Municipal Premises No.233 and 234 B. L. Saha Road, Kolkata, and now amalgamated as 233, B. L. Saha Road under Ward No.116, P.S.-Behala, under the District South 24 Parganas.

AND WHEREAS said Arunabha Das by a sale deed dated 30th day of May 2016, recorded in Book No. I, Vol. No. 1602- 2016, Pages from 163368 to 163397, Being No.160205674 in the year 2016 registered at DSR II Alipore, South 24 Parganas sold, transferred and conveyed to Metal Wood Industries Pvt. Ltd., ALL THAT the land measuring area of 41.69 decimals, more or less comprised in R.S. Dag Nos. 616, 617, 618, 633, 647, 648, 632/1101, 634/1103 & 638/1104 under R.S. Khatian No.199, 301, 362, 574, 711 & 1112 at Mouza- Italgata, J.L.No.10, Municipal Premises No. 233 & 234 B. L. Saha Road, under Ward No.116, Kolkata.

AND WHEREAS after purchasing said land Metal Wood Industries Pvt. Ltd., became the absolute owner measuring area of 64.69 decimals, more or less, comprised in R.S. Dag No. 638 under R.S. Khatian No.301 and R.S. Dag Nos. 616,617,618,633,647,648,632/1101, 634/1103 & 638/1104 under R.S. Khatian No.199, 301, 362, 574, 711 & 1112 at Mouza- Italgata, J.L.No.10, P.S-Behala, being Municipal Premises NO. 233 B. L.Saha Road, Kolkata, Ward No.116.



District Sub-Registrar-1
Alipore, South 24 Parganas

22 DEC 2017

AND WHEREAS the aforesaid premises nos. 233, 234 & 235, B.L.Saha Road subsequently amalgamated into a single premises 233, B. L. Saha Road, Kolkata Ward No.116 within the District South 24 Parganas.

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.



Sub-Register Office
Alipore, South 24 Parganas

22 DEC 2017

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.
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.



Sub-Registrar-11
Alipore, South 24 Parganas

2-2 DEC 2017

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.



Sub-Registrar
Alipore, South 24 Parganas

22 DEC 2017

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, SEALED AND DELIVERED

BY THE OWNER at Kolkata

in the presence of:

1. Savoy Kumar Pan.
Before Justice Court
WB 27

METAL WOOD INDUSTRIES PVT.LTD

Schamlat Bhutta
Director

2. Raju Sarkar
Advocate
Calcutta High Court
Kolkata - 700001

SIGNED, SEALED AND DELIVERED

BY THE DEVELOPER at Kolkata

in the presence of:

1. Savoy Kumar Pan.

2. Raju Sarkar

MERLIN PROJECTS LTD

[Signature]
Director

Drafted by me
Raju Sarkar
Advocate
W. B. 451 of 2004
Calcutta High Court
Kolkata - 700001



District Sub-Register-II
Alipore, South 24 Parganas

1
... 22 DEC 2017

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 5,00,000/- (Rupees Five Lacs) only given below, from the Developer herein as refundable security deposit as per this agreement.

METAL WOOD INDUSTRIES PVT.LTD

Sohanlal Bhutor
Director

(OWNER)

Witness:

1. *Saroj Kumar Das*

2. *Rajendra Kumar*



District Sub-Registrar
Alipore, South 24 Parganas

22 DEC 2017

FINGER IMPRESSIONS OF HAND



	LITTLE	RING	MIDDLE	INDEX	THUMB
left hand					
	THUMB	INDEX	MIDDLE	RING	LITTLE
right hand					

Name:

Signature:



	LITTLE	RING	MIDDLE	INDEX	THUMB
left hand					
	THUMB	INDEX	MIDDLE	RING	LITTLE
right hand					

Name: SOHAN LAL BHUTRA

Signature:



	LITTLE	RING	MIDDLE	INDEX	THUMB
left hand					
	THUMB	INDEX	MIDDLE	RING	LITTLE
right hand					

Name:

Signature:



District Sub-Registrar-II
Alipore, South 24 Parganas

- 22 DEC 2017

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

GRN: 19-201718-014022341-1 Payment Mode: Online Payment
GRN Date: 22/12/2017 12:01:10 Bank: Indian Bank
BRN: 1B22122017041216 BRN Date: 22/12/2017 12:01:39

DEPOSITOR'S DETAILS

Id No. : 16020001755354/3/2017
(Query No./Query Year)

Name : MERLIN PROJECTS LIMITED
Contact No. : Mobile No. : +91 9830373677
E-mail :
Address : 22 PRINCE ANWAR SHAH ROAD KOLKATA 700033
Applicant Name : Mr Bapi Das
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development, Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19020001755354/3/2017	Property Registration- Stamp duty	0090-02-103-003-02	75021
2	19020001755354/3/2017	Property Registration- Registration Fees	0090-03-104-001-16	5053
Total				80074

In Words : Rupees Eighty Thousand Seventy Four only



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**Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip**

Query No / Year	1602-0001755354/2017	Office where deed will be registered
Query Date	21/12/2017 12:20:13 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	[4306] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 5,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 7,73,01,810/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 75,021/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

Land Details :

District: South 24-Parganas, Thana: Behala, Corporation: KOI KATA MUNICIPAL CORPORATION, Road: B. L. Saha Road, Road Zone : (Premises located on B L Saha Road (Ward 116,117) --) . . Premises No. 233, Ward No: 116 Pin Code : 700053

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		64.69 Dec	1/-	7,64,01,810/-	Property is on Road
Grand Total :					64.69000000Dec	1/-	7,64,01,810 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	1/-	9,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		3000.00000 sq ft	1/-	9,00,000 /-	



Query No: 1602-0001755354 of 2017



Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	METAL WOOD INDUSTRIES PRIVATE LIMITED 233, B. L. Saha Road, Post Office: New Alipore, Benala, District:- South 24-Parganas, West Bengal, India, PIN - 700053 PAN No. AADCM5515A, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
1	MERLIN PROJECTS LIMITED 22, Prince Anwar Shah Road, Post Office: Tollygunge, Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 PAN No. AACCM0505B, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

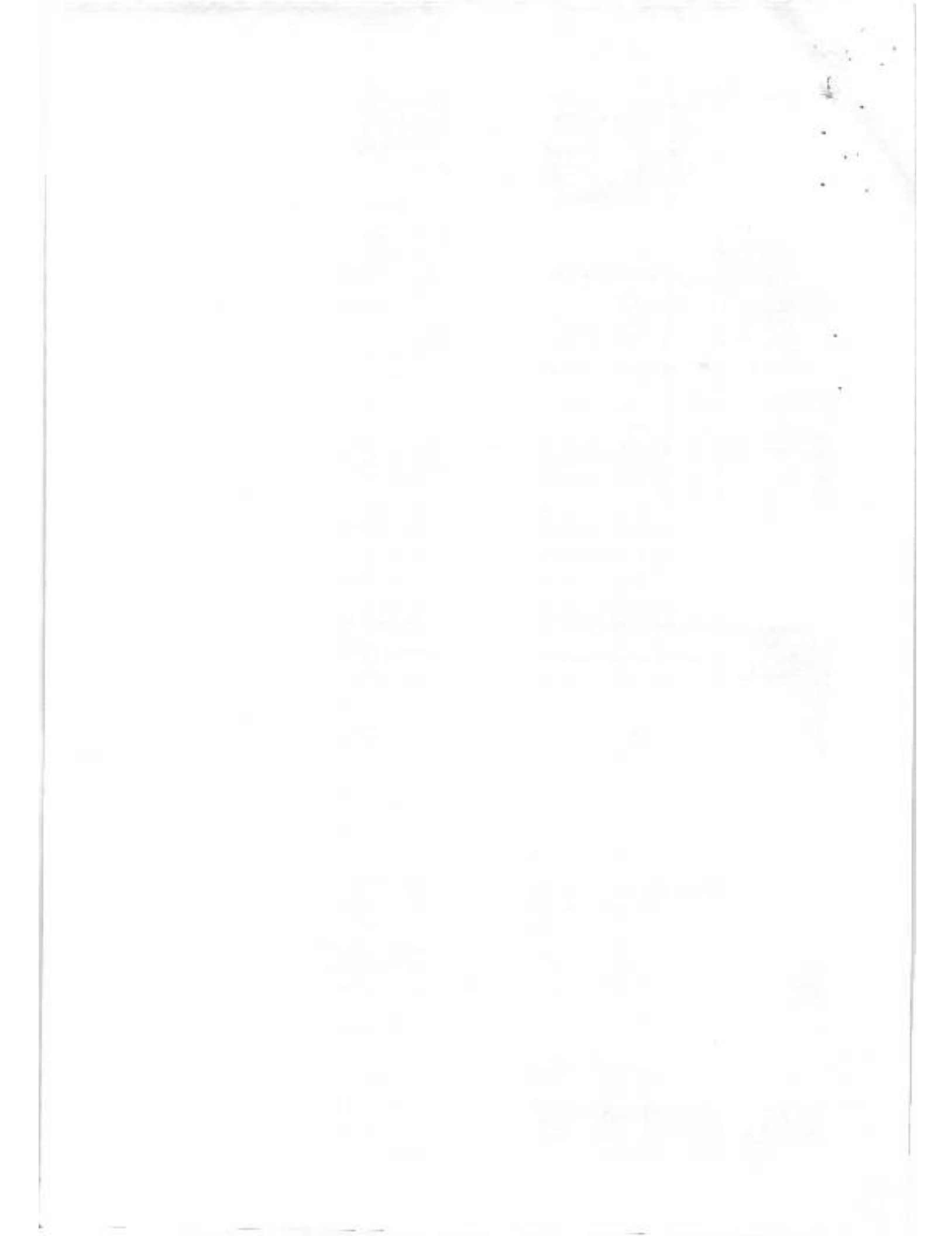
Representative Details :

SI No	Name & Address	Representative of
1	Mr SOHAN LAL BHUTRA Son of Mr Shankar Lal Bhutra 22, Prince Anwar Shah Road, Post Office: Tollygunge, Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ALQPB5833R	METAL WOOD INDUSTRIES PRIVATE LIMITED (as Director)
2	Mr SAKET MOHTA Son of Mr Sushil Kumar Mohta 22, Prince Anwar Shah Road, Post Office: Tollygunge, Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKHPM9746D	MERLIN PROJECTS LIMITED (as Director)

Identifier Details :

Name & address
Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, Post Office: Alipore, Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr SOHAN LAL BHUTRA, Mr SAKET MOHTA





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

SOHAN LAL BHUTHA

BHUTRA LAL SHANKAR

15/03/1976

Permanent Account Number

ALQPBS932R

Sohanlal Bhutra

Signature



Sohanlal Bhutra



1875

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

METAL WOOD INDUSTRIES PRIVATE
LIMITED

64011056
PAN Account Number

AADICM5515A

Department





आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MERLIN PROJECTS LIMITED

11/10/1984
Permanent Account Number
AACCM0505B

Signature





आयकर विभाग
INDIAN TAX DEPARTMENT
GAKL1 MD 214
SUSHIL KUMAR MISHRA
27/09/1985
AKHFM9MFG

भारत सरकार
GOV. OF INDIA

भारत
सरकार





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	METAL WOOD INDUSTRIES PRIVATE LIMITED	MERLIN PROJECTS LIMITED-64.69 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	METAL WOOD INDUSTRIES PRIVATE LIMITED	MERLIN PROJECTS LIMITED-3000 Sq Ft

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 03/02/2018 for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required.
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situated in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.







DATED THIS DAY OF 2017

BETWEEN

METAL WOOD INDUSTRIES PVT.LTD.

...OWNER

AND

MERLIN PROJECTS LIMITED.

...DEVELOPER

DEVELOPMENT AGREEMENT

Re :Property situated at Premises No. 233, B.L. Saha Road, Mouza- Italgata, Police Station - Behala, Kolkata- 700053, District 24 Parganas (North), Ward No. 116 under the Kolkata Municipal Corporation.

Major Information of the Deed

Deed No :	I-1602-11915/2017	Date of Registration	26/12/2017
Query No / Year	1602-0001755354/2017	Office where deed is registered	
Query Date	21/12/2017 12:20:13 PM	D.S.R. - II 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 : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 7,73,01,810/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 5,053/- (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: B. L. Saha Road Road Zone : (Premises located on B L Saha Road (Ward 116,117) --) , Premises No. 233, Ward No: 116

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		64.69 Dec	1/-	7,64,01,810/-	Property is on Road
Grand Total :					64.69Dec	1/-	764,01,810/-	

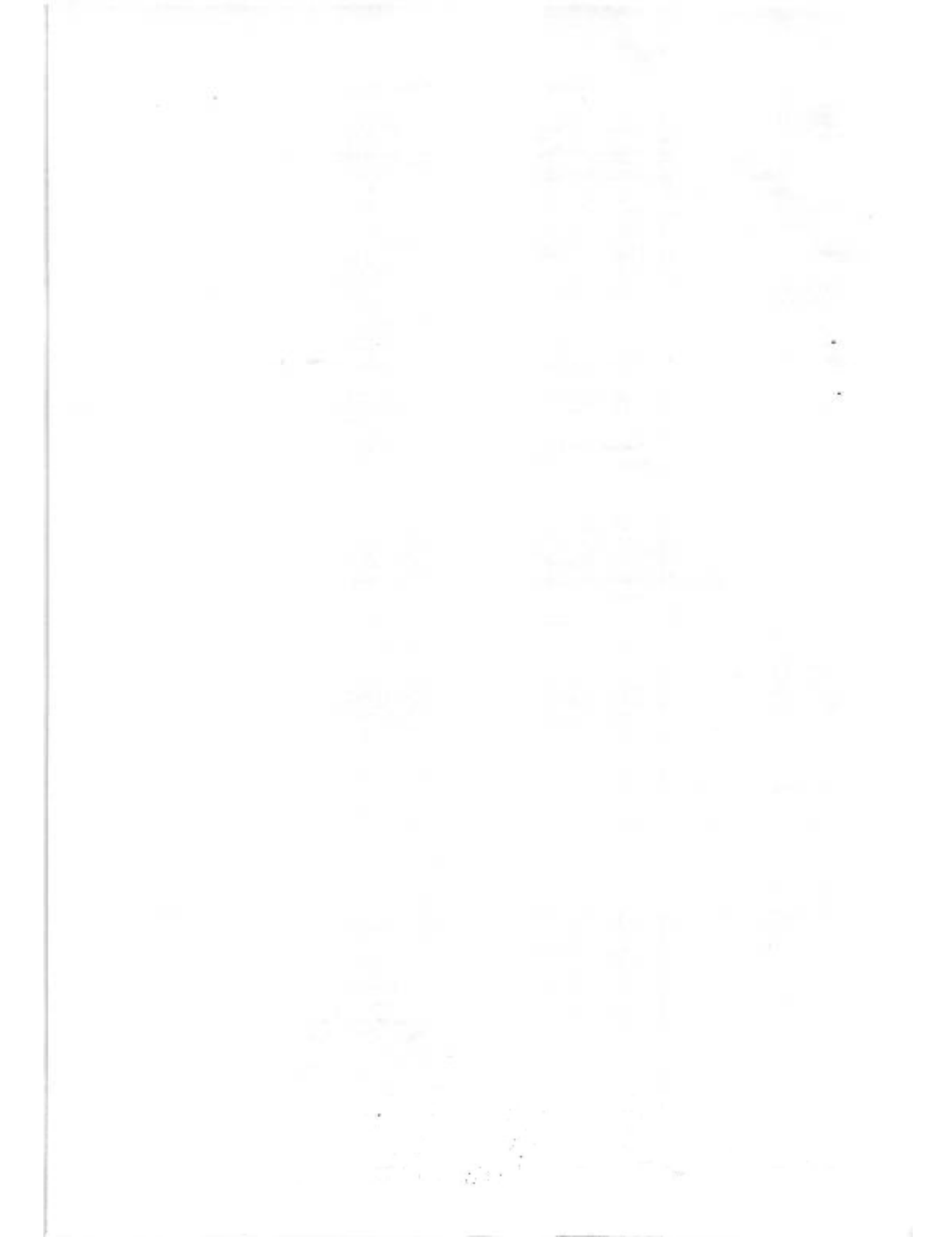
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	1/-	9,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		3000 sq ft	1/-	9,00,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	METAL WOOD INDUSTRIES PRIVATE LIMITED 233, B. L. Saha Road, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053, PAN No.:: AADCM5515A. Status :Organization, Executed by Representative, Executed by: Representative





Developer Details :

Sl 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 :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr SOHAN LAL BHUTRA (Presentant) Son of Mr Shankar Lal Bhutra 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: Service, Citizen of: India, , PAN No.:: ALQPB5833R Status : Representative, Representative of : METAL WOOD INDUSTRIES PRIVATE LIMITED (as Director)
2	Mr SAKET MOHTA Son of Mr Sushil Kumar Mohta 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.:: AKHPM9746Q 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 Mr SOHAN LAL BHUTRA, Mr SAKET MOHTA	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	METAL WOOD INDUSTRIES PRIVATE LIMITED	MERLIN PROJECTS LIMITED-64.69 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	METAL WOOD INDUSTRIES PRIVATE LIMITED	MERLIN PROJECTS LIMITED-3000.00000000 Sq Ft



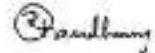


Endorsement For Deed Number : I - 160211915 / 2017

On 21-12-2017

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 7,73,01,810/-



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

On 22-12-2017

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

Presented for registration at 17:35 hrs on 22-12-2017, at the Private residence by Mr SOHAN LAL BHUTRA, .

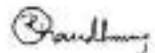
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 22-12-2017 by Mr SOHAN LAL BHUTRA, Director, METAL WOOD INDUSTRIES PRIVATE LIMITED, 233, B. L. Saha Road, P.O:- New Alipore, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700053

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

Execution is admitted on 22-12-2017 by Mr SAKET MOHTA, 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
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 26-12-2017

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 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053/- (B = Rs 5,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of West Bengal Online on 22/12/2017 12 01PM with Govt. Ref. No: 192017180140223411 on 22-12-2017, Amount Rs: 5,053/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB22122017041216 on 22-12-2017, Head of Account 0030-03-104-001-16





Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 78911, Amount: Rs.100/-, Date of Purchase: 20/05/2017, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/12/2017 12:01PM with Govt. Ref. No: 192017180140223411 on 22-12-2017, Amount Rs: 75,021/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB22122017041218 on 22-12-2017, Head of Account 0030-02-103-C03-C0

Rina Chaudhury

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32







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2017, Page from 364348 to 364394
being No 160211915 for the year 2017.



Digitally signed by RINA CHAUDHURY
Date: 2017.12.27 14:34:24 +05:30
Reason: Digital Signing of Deed.

Rina Chaudhury

(Rina Chaudhury) 27/12/2017 14:34:09
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West Bengal.



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