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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V/C No - 1223/13

N 248340

Written and the Document is verified & registered. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar  
of Assurances-1 Kolkata  
14.5.13

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13/5/13  
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112/13  
102/13

THIS AGREEMENT is made on the 13<sup>th</sup> day of MAY Two Thousand Thirteen BETWEEN (1) SRI SUMTABHA DAS son of Late Amarendra Lal Das, at present residing at P-541, Raja Basanta Roy Road , Kolkata 700029 . P.S. Lake (2) SMT KRISHNA SAHA CHOUDHURY, daughter of Late Amarendra Lal Das , wife of Late Shyamal Saha Choudhury, residing at 2/1 , Madhav Lane , Police Station Ballygunj , Kolkata 700025 (3) SMT. MADHUSREE NAG , daughter of Late Amarendra Lal Das , wife of Sri Arun Nag, residing at Ratan Pally , Shatiniketan , Police Station Bolpur, Birbhum 7731436 (4) SMT. SHEFALI DAS, wife of Late Ranendralal Das, residing at P-541, Raja Basanta Roy Road , Kolkata 700029, Lake P.S. (5) SRI AMLANABHA DAS son of Late Ranendra Lal Das, at present residing at P541, Raja Basanta Roy Road , Kolkata 700029 .

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No. ~~BAPRA 25~~  
SOLD TO ~~Advocate~~  
Alipore Police Court  
OF ~~Kolkata 700021~~

VALUE Rs - ONE HUNDRED 25  
LICENCED STAMP VENDOR  
20, METAJI SUDHAS ROAD, KOL-1

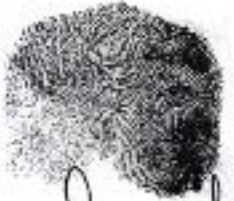
*Basit Khan*



2489C

Merlin Projects Ltd.

*Basit Khan*  
Director



2490C

*Sunilabha Das*



2491C

*Krishna Saha Mondal*



2492C

*Madhusree Nag*



2493C

*Anjanabha Das*  
(ANJANABHA DAS)



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P.S. Lake (6) **SMT. SULALITA DAS** daughter of Late Ranendra Lal Das, wife of Sri Prabir Kumar Das, residing at 29/1, Kabi Bharat Chandra Road, Police Station Dum Dum, Kolkata 700028, DumDum P.S. (7) **SMT. SHARMILA SAHA** daughter of Late Ranendra Lal Das, wife of Pradip Saha, presently residing at 1301, Glen Classic Building, Hiranandani Gardens, Cliff Avenue, Powai, Mumbai 400076, P.S. Powai, all are legal heirs and heiress of Late Amarendra Lal Das and Late Ranendra Lal Das, having 2/3<sup>rd</sup> share in the entire undivided property, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**

**AND**


**MERLIN PROJECTS LTD.** a Company incorporated under the Companies Act, 1956 having its registered Office at No. 79, Sambhunath Pandit Street, P.S.- Bhowanipore, Kolkata-700020 and corporate office at 22, Prince Anwar Shah Road, Kolkata-700033, represented by its Director **Mr. Saket Mohta** son of Mr. Sushil Mohta, 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 successor or successors in office, and permitted assigns) of the **OTHER PART**:

**WHEREAS:**

A. One Kabindra Kumar Dutta by a deed of conveyance dated 18.04.1950, registered in the Joint Sub-Registrar of Assurances, Alipore and recorded in Book No. I, Volume No 33, Pages 180 to 187, Being no. 1598 for the year 1950 transferred and conveyed and Model Bank of India Ltd, the second part in the aforesaid deed as mortgagee, released and reassured All That the land measuring an area of 54 Decimals equivalent to 1 Bigha 12 cottah and 11 chittak R.S. Dag Nos. 617, 618 and 648 (6 Decimals in R.S. Dag No. 617, 24 Decimals in R.S. Dag No. 618 and 24 Decimals in R.S. Dag No. 648) in Mouja: Italgata, J.L. No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 237 and R.S. Khatian No. 711, previously under South Suburban Municipality now under Kolkata Municipal Corporation, unto and in favour of Smt. Lekha Rani Dey wife of Sri Indu Bhusan Dey.

B. That Kabindra Kumar Dutta by another Deed of conveyance dated 11.05.1951, registered in the Joint Sub-Registrar of Assurances, Alipore and recorded in Book No. I, Volume No 53, Pages 241 to

a.

 2494C  
- Subalita Das.

 2495C  
- Shammulal Das

 2496C  
- Shubali Das.

Kamal Das  
s/o Late T. L. Das  
Occupation - Business  
214 Jodhpur Park  
KOL-68.



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246, Being no. 3042 for the year 1951 transferred and conveyed and Model Bank of India Ltd, the second part in the aforesaid deed as mortgagee, released and reassured All That the land measuring an area of 15 chittak 23 sqft. in C.S. / R.S. Dag No. 616 in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S. - Behala, C.S. Khatian No. 237 and R.S. Khatian No. 711, previously under South Suburban Municipality now under Kolkata Municipal Corporation along with the right to use the colony road and surface drains made by the Mortgagee bank for colony, unto and in favour of Smt. Lekha Rani Dey wife of Sri Indu Bhusan Dey.

C. One Golam Muhammad and others by a deed of conveyance dated 28.06.1956 and registered in the Joint Sub-Registrar of Assurances, Alipore and recorded in Book No: 1, Volume No 101, Pages 5 to 18, Being no. 5169 for the year 1956 sold, transferred and conveyed All That the land measuring an area of 1 Bigha 16 cottah 12 chittak and 27 sqft in C.S./ R.S. Dag No. 647 in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 237 and R.S. Khatian No. 283, previously under South Suburban Municipality now under Kolkata Municipal Corporation together with the structures standing thereon and All that the land of 16' in width and 190' in length being the passage for ingress and egress of the land from the public road named Basanta Lal Shah Road, unto and in favour of Sri Indu Bhusan Dey.

D. The said Gulam Muhammad and others by another deed of conveyance dated 01.02.1957 sold, transferred and conveyed All that the land measuring 14 cottah and 9 chittak sqft in C.S./ R.S. Dag No. 638 in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 301 previously under South Suburban Municipality now under Kolkata Municipal Corporation in favour of Sri Indu Bhusan Dey.

E. That Sri Indu Bhusan Dey thereafter by a deed of conveyance dated 31<sup>st</sup> July, 1959 sold and conveyed 13 cottah and 14 chittak to one Metal Wood Industries Pvt. Ltd, leaving a balance land of 11 chittak in C.S./ R.S. Dag No. 638 in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 301 previously under South Suburban Municipality now under Kolkata Municipal Corporation.

F. That Musst. Khatun Biwi by a deed of conveyance dated 9<sup>th</sup> July 1958 and registered in the office of the Sadar Sub-Registrar of Assurances of Alipore and recorded in Book No. 1, Volume No: 105, Pages 204 to 213, Being No: 6274 for the year 1958 sold, transferred and conveyed her undivided share in C.S./ R.S. Dag Nos. 632, 633, 634 and 638 in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian Nos. 362, 199 and 301 being used as passage for

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ingress and egress from B.L. Saha Road, in favour of Sri Indu Bhusan Dey.

G. That Shan Muhammed by a deed of conveyance dated 9<sup>th</sup> March 1959 and registered in the office of the Sadar Sub-Registrar of Assurances of Alipore and recorded in Book No. 1, Volume No: 50, Pages 99 to 110, Being No: 2085 for the year 1959 sold, transferred and conveyed his undivided share in C.S./ R.S. Dag Nos. 632, 633, 634 and 638 in Mouja: Italgata, J.L. No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian Nos. 362, 199 and 301, being used as passage for ingress and egress from B.L. Saha Road, in favour of Sri Indu Bhusan Dey.

H. The said Lekha Rani Dey by way of aforesaid purchases became the absolute owner of All that the land measuring 54 Decimals equivalent to 1 Bigha 12 cottah and 11 chittak comprised in C.S./R.S. Dag Nos. 617, 618 and 648 (6 Decimals in R.S. Dag No. 617, 24 Decimals in R.S. Dag No. 618 and 24 Decimals in R.S. Dag No. 648) also All that the land measuring 15 chittak 23 sqft. in C.S. / R.S. Dag No. 616, in Mouja: Italgata, J.L. No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 237 and R.S. Khatian No. 711, previously under South Suburban Municipality now under Kolkata Municipal Corporation.

I. The said Lekha Rani Dey subsequently by a deed of conveyance dated 14.03.1964 registered in the office of Sub-Registrar of Alipore, 24 Pgs (South) and recorded in Book No: I, Volume No: 54, Pages 156 to 164, Being No. 2262 for the year 1964 sold transferred and conveyed All that the land measuring 54 Decimals equivalent to 1 Bigha 12 cottah and 11 chittak comprised in C.S./R.S. Dag Nos. 617, 618 and 648 (6 Decimals in R.S. Dag No. 617, 24 Decimals in R.S. Dag No. 618 and 24 Decimals in R.S. Dag No. 648) also All that the land measuring 15 chittak 23 sqft. in C.S. / R.S. Dag No. 616, in Mouja: Italgata, J.L. No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 237 and R.S. Khatian No. 711, previously under South Suburban Municipality now under Kolkata Municipal Corporation in favour of Nripendralal Das, Amarendra Lal Das and Ranendralal Das.

J. The said Indu Bhusan Dey also by a deed of conveyance dated 14.03.1964 registered in the office of Sub-Registrar of Alipore, 24 Pgs (South) and recorded in Book No: I, Volume No: 24, Pages 197 to 207, Being No. 822 for the year 1964 sold transferred and conveyed All That the land measuring an area of 1 Bigha 16 cottah 12 chittak and 27 sqft in C.S./ R.S. Dag No. 647 in Mouja: Italgata, J.L. No. 10, Touzi No. 53, P.S.- Behala, C.S. Khatian No. 237 and R.S. Khatian No. 283, previously under South Suburban Municipality now under Kolkata Municipal Corporation together with the structures standing thereon and All that the land of 16' in width and 190' in



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length being the passage for ingress and egress of the land from the public road named Basanta Lal Shah Road and also the balance land of 11 chittak in C.S./ R.S. Dag No. 638 in Mouja: Italgata, J.L No. 10, Teuzi No. 53, P.S.- Behala, C.S. Khatian No. 301, previously under South Suburban Municipality now under Kolkata Municipal Corporation in favour of Nripendral Das, Amarendra Lal Das and Ranendral Das.

K. That Nripendral Das, Amarendra Lal Das and Ranendral Das become the joint owners entitled to 1/3<sup>rd</sup> undivided share each in All that the land measuring 71 cottah 2 chittak 5 sqft. as mentioned in the table Part-I herein below along with the right to use of common passage from B.L. Saha Road described in the Part-II:

PART-I

C.S./R.S. DAG NO.	C.S. KHITIAN NO.	R.S. Khatian no.	Area owned (In cottah, Chittak and sqft)	OWNERS SHARE
617 ✓	237	711 ✓	3 cottah 10 chittak 4 sqft.	2/3 <sup>RD</sup>
618 ✓	237	711 ✓	14 cottah 8 chittak 14 sqft.	2/3 <sup>RD</sup>
648 ✓	237	711 ✓	14 cottah 8 chittak 14 sqft.	2/3 <sup>RD</sup>
616 ✓	237 ✓	1112, 1113, 1114 and 1115	15 chittak 23 sqft.	2/3 <sup>RD</sup>
647 ✓	283	524 ✓	1 bigha 16 cottah 12 chittak 27 sqft.	2/3 <sup>RD</sup>
638 ✓	301	301 ✓	11 chittak	2/3 <sup>RD</sup>

PART-II

C.S./R.S. DAG NO.	C.S. KHITIAN NOS.	R.S. Khatian no.	Area owned (In cottah, Chittak and sqft)	
632, 633, 634, 638 ✓	362, 199 and 301 ✓	362 and 199	4 cottah 3 chittak 25 sqft.	



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L. The above land is now recorded in the Kolkata Municipal Corporation in the Holding nos: 233 and 234, B.L. Saha Road, Kolkata under ward no 116, Borough No. 13, and also in R.S. Khatian Nos: 362, 199, 301, 711, 1112, 1113, 1114 and 1115, in the records of the B.L. & L.R.O..

M. The said Amarendra Lal Das, owner of the 1/3<sup>rd</sup> undivided share of the above property died intestate leaving behind his son Sumitabha Das and daughters namely Krishnan Saha Choudhury and Madhusree Nag, who become the Owner of 1/9<sup>th</sup> undivided share each.

N. The said Ranendra Lal Das, owner of the another 1/3<sup>rd</sup> undivided share of the above property died intestate leaving behind his wife Shefali Das, son Amlanabha Das and daughters namely Jayasree Saha, Sulalita Das and Sharmila Saha, who become the Owner of 1/15<sup>th</sup> undivided share each.

O. The said Jayasree Saha by a deed of gift dated 27.12.2006, registered in the office of the District Sub-Registrar, Alipore, 24 Pgs (South) and recorded in Book No. I, Volume No. 99, pages 275 to 282, Being no 01422 for the year 2007 gifted her share of area out of the said 2/3<sup>rd</sup> share in the above mentioned property in favour of her brother Sri Amlanabha Das.

P. The said Nripendra Lal Das, owner of the another 1/3<sup>rd</sup> undivided share above property died intestate leaving behind his son Sri Arunabha Das, who become the owner of 1/3<sup>rd</sup> undivided share.

Q. In the circumstances the first party herein are collectively joint owners of 2/3<sup>rd</sup> share of All that the land measuring 71 cottah 2 chittak 5 sqft. in premises no. 233 and 234 B.L. Saha Road, Kolkata-700053, under ward no: 116, Borough NO. 13, of Kolkata Municipal Corporation and comprised in C.S. /R.S. Dag Nos. 616, 617, 618, 638, 647, 648, C.S./ R.S. Khatian 362, 199, 301, 711, 1112, 1113, 1114 and 1115 in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, along with undivided share and right to use of All that the land of 16' in width and 190' in length measuring 4 cottah 3 chittak 25 sqft., being the passage for ingress and egress of the land from the public road named Basanta Lal Shah Road, in C.S. /R.S. Dag Nos. 632, 633, 634, 638, in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala.

The full description of the premises is set in Schedule I appearing in this agreement and hereinafter referred to as the 'The Said Premises'.

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R. M/S Merlin Projects Ltd. the party hereto of the other part is a reputed DEVELOPER engaged in the development of Real Estate, properties in Kolkata and other places and it has constructed many buildings in Kolkata approached the OWNERS with a proposal for developing the said premises and the OWNERS have accepted the said proposal of the DEVELOPER and the parties. After checking and searching all the relevant records and documents provided by the OWNERS with respect to the said property, and having been satisfied of the Ownership, the DEVELOPER have now decided to enter into this formal agreement with the OWNERS recording in details all the terms and conditions as hereinafter expressed.

5. At or before the execution of this Agreement the said OWNERS have represented and assured the DEVELOPER as follows:

(a) That the said premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever save and except there is a tenant having 2/3<sup>rd</sup> portion in the said premises. The balance 1/3<sup>rd</sup> is owned and occupied by Shri Arunabha Das who is occupying and using the said premises.

(b) That excepting the said OWNERS and Sri Arunabha Das and the Tenant nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the said Premises.

(c) That there is no notice of acquisition or requisition pending in respect of the said premises or any portion thereof within the knowledge of the OWNERS other than arrears Kolkata Municipal Corporation Tax.

(d) That the said premises does not fall under the Urban Land (Ceiling and Regulation) Act, 1976 within the knowledge of the Owners. Relying on the aforesaid representations of the OWNERS and believing the same to be true and acting on the faith thereof the DEVELOPER has agreed to develop the said Premises for the consideration and on the terms and conditions hereinafter appearing.

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

1. In this agreement unless otherwise agreed upon the following expressions will have the following meaning:

(a) PREMISES shall mean all that the Municipal Plot Nos. 233 and 234, B.L. Saha Road, Kolkata- 700053 together with the structure

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situated thereon more fully and particularly mentioned and described in the First Schedule appearing hereunder.

(b) **PLAN** shall mean plans for the proposed building/buildings to be prepared by the Architect for being submitted to the authorities concerned for obtaining sanction for construction of the proposed new building or buildings on the said premises.

(c) **OWNERS** shall mean - (1) **SRI SUMITABHA DAS** (2) **SMT KRISHNA SAHA CHOUDHURY** (3) **SMT. MADHUSREE NAG** (4) **SMT. SHEFALI DAS** (5) **SRI AMLANABHA DAS** (6) **SMT. SULALITA DAS** (7) **SMT. SHARMILA SAHA** and their respective heirs, executors, administrators, representatives and assigns.

(c.1) **CO-OWNERS** shall mean Sri Arunabha Das and his respective heirs, executors, administrators, representatives and assigns.

(d) **DEVELOPER** shall mean **MERLIN PROJECTS LTD.** herein described as 'The Developer' and its successor or successors in-office and permitted assigns.

(e) **NEW BUILDING/S** shall mean the building/s to be constructed on Owners 2/3<sup>rd</sup> undivided share of the said premises in accordance with the plan duly approved by the Owners and to be sanctioned by the authorities concerned for Residential/Commercial use as suggested by Architect. The **DEVELOPER** shall obtain sanction of maximum possible area.

(f) **INFRASTRUCTURE/EXTRA DEVELOPEMNT CHARGES OR EDC** shall mean the amount to be collected from all Flat buyers, including buyers of **OWNERS** allocation for providing services such as CESC transformer, apportionment charges in Kolkata Municipal Corporation, Club Membership Fees (in case of club house) etc. which will be in line with, regulations and norms that are ruling in the market.

(g) **OWNERS' ALLOCATION** shall mean all that the 35.5% of the total constructed Built up area, common area, terrace, and roof of the proposed building/s to be constructed on the said 2/3<sup>rd</sup> portion of the premises together with the proportionate share in the land comprised in the said Premises and together with the proportionate share in the common parts and facilities, in the said Premises finished in all respects all as per the specification as mentioned in the Second Schedule appearing hereunder.

The Owners shall get 35.5% of the terrace of the building/s and 35.5 % of the open space left in the Ground floor, Underground Floors including the Car Parking space built on the 2/3<sup>rd</sup> portion



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of the proposed building/s and on the said premises. Further the Owner shall be entitled to sell, transfer, let out or enjoy such OWNERS'S allocation in the manner they like.

The allotment of the Owners allocation of constructed area in the said premises finished in all respects as per the specification as mentioned in the Second Schedule appearing hereunder, car parking and other constructed area and common spaces mentioned above will be done on mutual settlement between the OWNERS and DEVELOPER based on their proportionate share.

The owner shall get the aforesaid 35.5% of the constructed area together with car parking and open area as well as undivided share in the land on their pro-rata share of the land only. In other words, they shall not have any right in the remaining 1/3<sup>rd</sup> share of the property and the Developer shall be entitled to deal directly with the co-owner. Similarly, the Developer shall also be entitled to deal with the owners of other neighboring properties which are adjacent to the said premises for better development and in the event of successful negotiation and an integrated development, the owner shall only get pro-rata area available to their share in the premises including increased FAR, if so available, for their portion in the property.

In the event of acquisition of neighboring premises for better development and increasing the FAR, amalgamation of the neighboring premises with the said premises may be required in the municipal records and for that the owner hereby agrees to execute the necessary deeds and documents.

(h) **DEVELOPER'S ALLOCATION** shall mean all that the 64.5% of the constructed area of the proposed building/s to be constructed on the said premises together with the proportionate share in the land comprised in the said Premises and together with the proportionate share in the common parts and facilities, in the said Premises finished in all respects all as per the specification as mentioned in the Second Schedule appearing hereunder.

The DEVELOPER shall also get 64.5% of the terrace of the building/s and 64.5% of the open space left in the Ground floor, including the Car Parking space. Further the DEVELOPER shall be entitled to sell, transfer, let out or enjoy such DEVELOPER'S allocation in the manner it likes.

(i) It is hereby agreed by and between the parties that both the OWNERS and DEVELOPER or their nominees shall become owners of the undivided share of land, common areas, common parts of



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the proposed building/s in the ratio of the constructed space owned by them.

(j) The Developer shall on behalf of the owners negotiate with the tenant for vacating the said premises on the terms and conditions as may be thought fit by the Developer. However, the basic guideline for such negotiation will be recorded in a separate document.

All the costs incurred by the Developer for eviction of the tenant including the payment made to the tenant as compensation, if any, paid or the space as alternate accommodation offered to the tenant shall be borne by the owners. The amounts spent by the Developer including the monetary compensation shall be adjusted along with interest to be calculated @ 14% (compounded) for the period starting from the date of sanction of building plan till the date of allocation of the Owners Allocation of built up area or 42 months which ever is lower and the same shall be adjusted as per details mentioned in point 6 b1.

(k) The Developer shall also negotiate with the co-owners having 1/3<sup>rd</sup> share for either purchasing or developing the share in the property belonging to the co-owners.

2. The OWNERS hereby grant the exclusive right of development and sale of constructed area being Developer's allocation in the buildings proposed to be constructed in the said PREMISES unto and in favour of the DEVELOPER herein with the intent and object that the DEVELOPER shall be entitled to have a map or building plan to be prepared by an Architect for being submitted to Authorities concerned for sanction and after obtaining the same duly approved by OWNERS and to construct erect and complete the New Building/s on the said Premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authorities concerned and as per specifications hereunder given at the costs and expenses of the DEVELOPER.

3. In the circumstances in consideration of the terms and conditions contained herein and the obligations to be performed fulfilled and observed on the part of the OWNERS and DEVELOPER and in further consideration that the Owners having Agreed to grant the exclusive right of Development of the said 2/3<sup>rd</sup> undivided portion of the said PREMISES the DEVELOPER shall hand over 35.5% of the constructed area pro-rata available on the land holding of owner being the OWNERS' allocation

The allocation of OWNERS share of area in the proposed new building/s will be mutually and amicably decided by the



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DEVELOPER in consultation with the OWNERS, immediately after sanctioning of plans by the Kolkata Municipal Corporation.

The OWNERS shall be entitled to their proportionate share as mentioned with all types of Flats to be constructed in the proposed building/s as per sanction plans.

The OWNERS allocation of 35.5% area, completed in all respects shall be handed over to the Owners preferably within 36 (thirty six) months from the date of commencement of construction work after sanction of the proposed Building PLAN along with a grace period of 6 (six) months totaling to 42 (forty two) months.

However, time shall be the essence of the contract and the Developer shall try to complete the Project within the time as specified herein.

4. In consideration of DEVELOPER'S constructing the said building/s and the terms and conditions contained in this Agreement and the obligation to be fulfilled on the part of the Developer, the DEVELOPER shall get 64.5% of the constructed space reasonably and equitably as mentioned hereinbefore with the proportionate share in the land, common parts and facilities and roof and proportionate open space in Ground floor including car parking space being the DEVELOPER'S allocation in the said Premises with right to enjoy, sell lease out, let out the said allocation in such parts and for such consideration as the DEVELOPER deem fit and no consent of OWNERS shall be required for the same and the DEVELOPER will keep the OWNERS fully indemnified for all time to come in this behalf.

Also the OWNERS and DEVELOPER and/or their nominees shall become Owners of the undivided proportionate share of all the constructed area on the land underneath the building/s and the premises and other common facilities corresponding to their respective allocations in the ratio of the constructed space to be owned by them.

5. The DEVELOPER shall proceed with the planning for the new building/s to be constructed in the said Premises and arrange as necessary for the survey of the said Property, arrange for soil investigation of the said Land, appoint Architect for preparation of the plan and after approval of the plan from OWNERS and submit the same to the Authorities concerned and obtain sanction and demolish the existing building and thereafter construct the New Building/s at their cost in terms of this agreement as per the specification as described in the Schedule II in this present.



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6. The DEVELOPER has further Agreed :-

(a) To incur all costs charges and expenses for planning, sanctioning and construction of the said New Building/s and all necessary clearance from Authorities such as Fire, D. C. P. (Traffic), Drainage, CIT, Survey Department, Urban Land (Ceiling and Regulations) Department, Assessment Department any other government or statutory authority and the OWNERS shall not be responsible for the same except that the OWNERS shall sign necessary papers, documents and also extend necessary co-operation to the extent Owners feel possible at their end, in this regard. However, the sole responsibility will be of DEVELOPER for the aforesaid works including the payment of the Architect's fees and the owners shall have no responsibility and accountability for same and the DEVELOPER shall keep the owners saved harmless, and indemnified against all liabilities, obligations, claims, demands, loss and damages arising therefrom or in connection thereon to handover the OWNERS allocation to the OWNERS or their nominees after completion of the building/s and also to execute such documents along with the OWNERSs for transfer of such constructed space of OWNERS allocation by the OWNERS to their prospective purchaser or nominees.

(b) The Developer shall deposit and keep deposited with the Owners, a sum of Rs 100,00,000 (Rupees One Crore Only) as and by way of refundable interest free deposit as an assurance of their commitment of development. The said refundable interest free security deposit of the sum of Rupees One Crore Only is paid by the Developer to the Owners in the break up, as follows:

Krishna Saha Choudhury	Rs 1666667
Madhushree Nag	Rs 1666667
Sumitabha Das	Rs 1666667
Shefali Das	Rs 1000000
Sulalita Das	Rs 1000000
Sharmila Saha	Rs 1000000
Amlanabha Das	Rs 2000000

The DEVELOPERS shall be entitled to adjust the refundable security deposit amount with the payment to be received by the respective OWNERS upon selling their allocation of flats and constructed area. This adjustment will be done right from the beginning after the Owners start receiving payment from the purchasers of the flats.



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The adjustments of followings to be done as per table given below:

Firstly, Tenant compensation incurred by the Developer, if any -  
Right from the beginning after the Owners start receiving payment  
from the purchasers of the flats .

Secondly, EDC/infrastructure development charges Right from  
beginning after deduction of Tenants Compensation and the  
Owners start receiving payment from the purchasers of the flats .

Thirdly, Security Deposit Right from beginning after deduction of  
Tenant compensation and EDC and the Owners start receiving  
payment from the purchasers of the flats .

Fourthly, Service tax Right from the beginning after deducting the  
above mentioned charges after the Owners start receiving payment  
from the purchasers of the flats

c) To get at its own costs the said plan prepared and submitted to  
the Kolkata Municipal Corporation and other Authorities.

d) Unless prevented by the circumstances amounting to force  
majeure to complete at its own cost the New Building/s within the  
said period of 36 (thirty six) months from the date of  
commencement of construction work after sanction of the  
proposed Building PLAN along with a grace period of 6 (six)  
months totaling to 42 (forty two) months. If however after the  
expiry of the said total period of 42 months the building/s is not  
completed the OWNERS shall be entitled to get it completed by any  
contractor of their choice at the cost and risk of DEVELOPER and  
for such period of delay the OWNERS shall be further entitled to a  
compensation of Rs 50000 ( Rupees fifty thousand only per month )  
from the DEVELOPER till completion of the project.

It is however agreed by and between the parties hereto.

(d) To frame rules and regulations in agreement with the OWNERS  
regarding the use of the respective allocation of the built up space  
or areas of the OWNERS and DEVELOPER or their nominee or  
their respective nominees or to from the Management-association  
and society for the ultimate OWNERS of the proposed New  
Building/s.

P. O. D. L.



ADDITIONAL REGISTRAR  
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7. The DEVELOPER shall be entitled :-

(a) To demolish the existing building at the PREMISES within ..... days on getting possession from the OWNERS .

(b) To construct and complete the said New Building/s in terms of this agreement and strictly in accordance with the building PLAN to be sanctioned by the Kolkata Municipal Corporation (KMC) and other concerned authorities, if any and as per the specifications mentioned in Second Schedule herein.

(c) To enjoy, sell, lease out, of the 64.5% of the constructed Built up area and car parkings together with the proportionate undivided share in the land underneath the building/s and premises together with the right of proportionate share in the common parts and facilities and together with the proportionate right of the terrace, wholly or in part at such price it thinks fit to all such person or persons it may desire without any interference from the owners and shall not prevent DEVELOPER to accept booking and advances from the intending purchasers in the proposed building/s for the DEVELOPER'S ALLOCATION of space.

(d) To nominate such person or persons for acquiring right title and interest in respect of the 64.5% undivided share of land attributable to the DEVELOPER'S allocation in the proposed building/s from the OWNERS in which case the owners shall be obliged to convey and/or transfer such undivided share of land to such nominee or nominees of the DEVELOPER in such part or parts out of the Developer allocation as may be required by the DEVELOPER and also to execute necessary documents and/or deeds for effectual conveying the same. The OWNERS shall execute a Power of Attorney in favour of the nominee of DEVELOPER for such purpose and also for the purpose of developing the said property.

(e) To collect and receive Infrastructure Development Charges / EDC from the Flat Buyers and also from the buyers of OWNERS allocation, and in case the OWNERS choose to retain their allocation, the Infrastructure Development Charges/EDC to be paid to the DEVELOPER, and the OWNERS shall have no right or claim on it irrespective of their allocation.

This Infrastructure Development Charges/EDC to be collected by the DEVELOPER right after the booking amount of the Flat buyers and before first installment.

(f) If the OWNERS choose to perform marketing, selling and to collect considerations from the customers through the DEVELOPER,



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in that case, the OWNERS will bear the cost of Marketing, Selling and collection on pro-rata basis .

8. The OWNERS have further Agreed :-

(a) To sign and execute all necessary plans papers undertakings affidavits documents declarations Agreements deeds which may be required for sanctioning of the PLAN and construction of the proposed building/s and also commercial benefit of the same in terms of the agreement.

(b) To co-operate with the DEVELOPER for constructing and completing the building/s.

9. The OWNERS have further agreed as follows :

(a) Not to sell, transfer, alienate or encumber the said premises except their share of allocation in the proposed NEW BUILDING/S and car parkings together with the proportionate undivided share in the land underneath the building/s and premises together with the right of proportionate share in the common parts and facilities and together with the proportionate right of the terrace, so long this agreement shall remain in force and effect. The OWNERS shall be entitled to sell, transfer or make advance booking of space of OWNERS allocation only after the commencement of construction.

(b) Save and except in the case of any breach or violation of the terms and conditions on the part of the DEVELOPER contained herein not to cause any obstruction or interference in the construction erection and completion of the NEW BUILDING/S on the said premises.

(c) To convey the proportionate undivided share of land to the nominee or claimants of the DEVELOPER for the DEVELOPER'S share of space as may be required by the DEVELOPER in respect of its share of space.

(d) Simultaneously with the execution of this Agreement the Owners shall execute and register a General Power of Attorney in favour of the Developer for and in connection with sanction of the plan for construction of multistoried buildings on the land Owned by the Owners or instituting suits, appeals and any other legal proceedings of any nature and for all other purposes including selling, transferring, assigning and/or disposing off and/or entering into agreement/s for let out, sale, transfer, assign and/or disposing off or any way dealing with the Developers' allocation and the said Power of Attorney shall not and can not be revoked by the Owners until the completion of the entire project and sale and transfer of the Developers' allocation by the Developers and execution and registration of the conveyance/conveyances, in respect of the undivided share in the land comprised in the said premises but without prejudice to the above, the Owners at the option of the Developers shall personally be bound to execute the Deed of Conveyance in favour of the Developers and/or their nominee or nominees.

*A. D. S.*



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(e) To provide all documents as may be required by the DEVELOPER for the proposed building/s.

#### 10. MISCELLANEOUS :

I. After sanction of Plans the respective areas of OWNERS and DEVELOPER'S ALLOCATION should be demarcated on Plans and same should be recorded in writing between the parties. The selection and distribution and allocation of the carpet area / built - up area , upon consumption of maximum possible FAR of the said and other properties shall be made between the Owners and the Developers as soon as the concerned authorities sanction the development plans .

II. The DEVELOPER shall not be treated in default if the work is delayed due to the reasons amounting to "FORCE MAJEURE" or act of God. But it is agreed by and between the parties hereto and accordingly provided herein that the escalation in the price of building raw materials, strike, lock out and labour unrest shall not form part or be deemed to include in the definition of 'Force Majeur'.

III. It has been further Agreed that subject to the DEVELOPER making over the possession of the area of OWNERS' ALLOCATION and subject to their fulfilling the other terms and conditions herein contained, in term of this agreement the DEVELOPER shall be entitled to make over possession of the space to respective Purchasers and the Owner shall cease to have any right title or interest in the DEVELOPER'S allocation of space in the building.

IV. Both the Owner and the DEVELOPER shall be entitled to deal with or dispose of their respective share of the constructed space in any manner they think fit and proper without any interference from each other and without putting any obstruction for the construction of the said building/s provided both the parties have duly fulfilled discharged and observed the terms, conditions and covenants on their respective parts contained herein. The flats once completed should be handed over to the owners in saleable condition and with all the fittings and fixtures and specifications as agreed upon by both the parties in this Schedule, In case of OWNERS or purchasers of their allocated space, wish to upgrade their specification, they have to bear an additional cost for the up gradation.

V. Both the OWNERS and DEVELOPER shall ensure that all the terms and conditions and other obligations are fulfilled and also to abide by the terms and conditions and obligations applicable to all the Flat Owners in the said NEW BUILDING/S.

*Handwritten signature*



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VI. The DEVELOPER shall take necessary steps for getting the electricity connection, installation of Intercom system, apportionment of KMC taxes etc. installation of generator but the cost of all such facilities shall be paid and borne by the OWNERS and DEVELOPER or their nominees in proportion of their respective share in the space in the said premises. The Developer should bear all cost for installation of Intercom system, installation of generator. The OWNERS or their nominees shall be entitle to use amenities in the proposed New Building/s, and the cost of the same will be collected and received by the DEVELOPER. Facilities like Club House, Gymnasium, if any and other amenities will be a part of the flat to be handed over to the Owners. -However apportionment of the KMC taxes from the date of registration or handing over of flat whichever is earlier will be paid by the Owners or their nominees.

VII. Both the OWNERS and DEVELOPER have agreed that for the purpose of sale and transfer of their respective allocations no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.

VIII. It shall be the responsibility of the DEVELOPER to construct the maximum possible space conforming to the bye-law of the Authorities concerned for the maximum commercial benefit out of the said Property, however the passage area will not be taken under consideration for FAR calculations/ sanction of Building plans. In case the neighboring premises are acquired in such event upon amalgamation, the right of common passage will also be diluted of other co-owners and for that the Developer shall try and get the FAR. In case any FAR is available on the passage, the owner will get 35.5% of the constructed area available pro-rata to their share on the said passage. Also, in case FAR is available on 72 Cottah 14 Chittak 41 sq ft land found on actual measurement against 71 cottah 2 Chittak 5 Sq ft mentioned in the Part 1 of the First Schedule, the owner will get 35.5% of the constructed area pro-rata to their share on the additional land.

The DEVELOPER shall at its cost demolish the existing building and appropriate the sale proceeds of debris towards the cost of demolition.

IX. The OWNERS shall exclusively be responsible for 2/3<sup>rd</sup> amount of municipal taxes, rates and outgoings of the said Property till the date of signing of this agreement. If the developer pays the municipal taxes and outgoings which are due till the date of signing of this agreement directly to Kolkata Municipal Corporation on behalf of the OWNERS, then this amount is to be adjusted from

M. Das



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consideration amount to be received by OWNERS upon selling of OWNERS allocation of flats and constructed area from the beginning.

Thereafter for the subsequent period until the delivery of possession of the complete flats and garages and other common spaces allocable to the OWNERS in the newly constructed building/s is effected by the DEVELOPER to the Owners, such municipal taxes, rates and other outgoings shall be paid and borne by the DEVELOPER. On the proposed NEW BUILDING/S being completed in all respect the OWNERS and DEVELOPER shall apply for tax apportionment and mutation of individual flats /constructed area to the municipal authorities for the respective flats / portion of the intending purchaser/occupiers of DEVELOPER'S ALLOCATION and both parties hereto shall sign all necessary applications, papers for such apportionment of tax as and when necessary they shall be accordingly liable for payment of municipal taxes for their respective portions.

X. The share in the roof of the said proposed building/s to be constructed shall remain common, joint and undivided between the OWNERS and DEVELOPER in the proportion of owners 35.5% developer 64.5%. Subject to observing, performing and discharging the obligations herein before written by the parties hereto the said OWNERS doth hereby authorize the DEVELOPER to make any further construction on the said roof of the newly constructed building at the cost, finance, resources of the DEVELOPER but subject to obtaining the sanction plan and it is agreed that such additional construction shall also be allocated between the parties in the same ratio as agreed upon. However, the ultimate roof of the new building shall remain common between the OWNER and DEVELOPER, and it is agreed that the roof above lift machine room may with mutual consent be granted for fixing Antenna, Satellite tower etc. and rental income benefits shall be shared by the parties in the same ratio as agreed upon. However the Developer should keep the Owners informed in writing well in advance, about all the details on any such construction or renting out any portions of the roof.

XI. The Developer on behalf of the OWNERS shall pay the necessary service tax as applicable on OWNERS allocation, which would be reimbursed by the Owners to the Developer along with interest 14 % compounded at the time of handing over possession of Owners allocation.

XII. Transaction will be deemed to have been completed and finally settled on satisfactory completion of construction



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including plumbing sanitary and electrical works and handing over possession of OWNERS' share of flats and allocable space to the OWNERS after obtaining the occupation certificate from the Kolkata Municipal Corporation. The flats once completed should be handed over to the owners in saleable condition and with all the fittings and fixtures and specifications mentioned in the Schedule .

11. Settlement of Disputes, if any:-

All disputes and differences arising out of this Agreement as regards the construction or interpretation of any of the terms and conditions herein contained or in any way touching or relating to these presents and of the respective rights, duties and obligations of the parties hereto or their privacies shall be settled by the parties amicably by amicable negotiations and discussions amongst them and in case of failure of the parties to amicably settle the such disputes and differences it will be done in accordance to the Arbitration Act,1996 now in force.

**THE FIRST SCHEDULE HEREIN REFERRED TO ABOVE**

ALL THAT the undivided 2/3<sup>rd</sup> share of 71 cottah 2 chittak 5 sqft. in premises no. 233 and 234 B.L. Saha Road, Kolkata- 700053, under ward no: 116 , Borough NO. 13, of Kolkata Municipal Corporation and comprised in C.S. /R.S. Dag Nos. 616, 617, 618, 638, 647, 648, R.S. Khatian 362, 199, 301, 711, 1112, 1113, 1114 and 1115 in Mouja; Italgata, J.L.No. 10, Touzi No. 53, P.S.- Behala, along with the right to use of All that the land of 16' in width and 190' in length measuring 4 cottah 3 chittak 25 sqft., being the passage for ingress and egress of the land from the public road named Basanta Lal Shah Road, in C.S. /R.S. Dag Nos. 632, 633, 634, 638, in Mouja; Italgata, J.L. No. 10, Touzi No. 53, P.S.- Behala, on actual measurement the total area of the above premises found to be 72 Cottah 14 Chittak 41 Sqft, as described in the Part-I and Part-II herein below:



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OF ASSURANCE-I, KOLKATA  
† 3 MAY 2019

**PART-I**

C.S./R.S. DAG NO.	C.S. KHITIAN NO.	R.S. Khatian no.	Area owned (In cottah, Chittak and sqft)	OWNERS SHARE
617	237	711	3 cottah 10 chittak 4 sqft.	2/3 <sup>RD</sup>
618	237	711	14 cottah 8 chittak 14 sqft.	2/3 <sup>RD</sup>
648	237	711	14 cottah 8 chittak 14 sqft.	2/3 <sup>RD</sup>
616	237	1112, 1113, 1114 and 1115	15 chittak 23 sqft.	2/3 <sup>RD</sup>
647	283		1 bigha 16 cottah 12 chittak 27 sqft.	2/3 <sup>RD</sup>
638	301	301	11 chittak	2/3 <sup>RD</sup>

**PART-II**

C.S./R.S. DAG NO.	C.S. KHITIAN NOS.	R.S. Khatian no.	Area owned (In cottah, Chittak and sqft)	
632, 633, 634, 638	362, 199 and 301	362 and 199	4 cottah 3 chittak 25 sqft.	

ON THE SOUTH : By land of new Bengal Engineering Company , R.S. dag No. 644

ON THE NORTH : By Land of Balai Bhandari , R.S. Dag no. 620

ON THE EAST : By Land of Arun kr. Choudhary and Others R.S. dag Nos. 646 and 649

ON THE WEST : By Land of Sailendra Kumar Bose and Others , R.S. Dag Nos. 619, 636 and 638.

*Handwritten signature*



ADDITIONAL REGISTRAR  
OF ASSURANCES-1, KOLKATA  
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**THE SECOND SCHEDULE HEREIN REFERRED TO ABOVE**

1. Beautiful Elevation with weather coat type cement paint scheme.
2. Necessary electrical switches and concealed fireproof PVC wiring as per ISI specification with wiring provision for Geysers, line gas, cooking appliances, T.V., intercom system, Telephone, backup power, 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 lighting 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/s. Water connections at Ground floor for Car washing etc. to be provided.
6. Foundation as recommended by the Architect.
7. R.C.C. frame structure with Brick walls made of Class I quality Brick details of materials as per ISI specification.
8. Water reservoir to ensure 24 hours water supply with Overhead Tank and suitable pump.
9. Ceramic/Mosaic tiles for Flooring to be provided and Vitrified tiles on floor with glazed tiles on dado to be provided.
10. Wooder/Aluminum windows with glass panes and grill to be provided.
11. One left in kitchen, if possible.
12. Internal walls of flats to be plaster of paris finished and common area should be painted.
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.

A. No. D -



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

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

17. Electrical points in various portions.

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

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

Drawing/Dinning room two lights, one fans, one 5 Amp, one 15 Amp each.

Balcony point for one light and one 5 Amp.

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. Lift will be provided as per KMC rules.

Lift fascia to have permanent finish by cladding of slate tiles.

20. Entrance Lobby should be decorative and air conditioned

*A. Desai*



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
13 MAY 2013

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

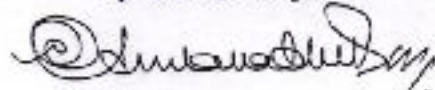
SIGNED SEALED AND DELIVERED  
BY THE OWNERS AT KOLKATA  
IN THE PRESENCE OF :

Sarajit Mukherjee  
22, P.A. Saha Road,  
Kolkata - 700033.

Kamal Das  
214 Jodhpur Park  
KOL - 68.

Sunubhabal  
Krishna Saha Chowdhury  
Madhusree Nag.

Shubali Das



Subhita Das.

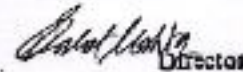
Shamshirul Haque

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

Sarajit Mukherjee  
22, P.A. Saha Road,  
Kolkata - 700033.

Kamal Das.  
214 Jodhpur Park  
KOL - 68.

Mesta Projects Ltd.

  
Director





ADDITIONAL REGISTRAR  
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MEMO OF CONSIDERATION

Received a sum of Rs. 100,00,000/- (Rupees One Crore Only) from the above mentioned developer as refundable security deposit by bankers cheque Drawn on Indian Bank, Bhowanipore Branch, following manner:

Bankers	Cheque No & Date		
	761706, 10/5/2013	Krishna Saha Choudhury	Rs 1666667/-
	761707, 10/5/2013	Madhusree Nag	Rs 1666667/-
	761708, 10/5/2013	Sumitabha Das	Rs 1666667/-
	761710, 10/5/2013	Shefali Das	Rs 1000000/-
	761721, 11/5/2013	Sulalita Das	Rs 1000000/-
	761712, 10/5/2013	Sharmila Saha	Rs 1000000/-
	761722, 11/5/2013	Amlanabha Das	Rs 2000000/-

1. Sarajit Mukherjee  
22, P.A. Saha Road,  
Kolkata - 700033.

2. Kamal Das,  
214 Jodhpur Park  
Kolkata - 68.

Sumitabha Das  
Krishna Saha Choudhury

Madhusree Nag.

Shefali Das

Sulalita Das

Sharmila Saha

Amlanabha Das












(OWNERS)

A Das











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OF ASSURANCES-I, KOLKATA  
13 MAY 2013



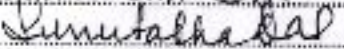
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	left hand					
	right hand					












Name JAKET MOHTA

Signature 

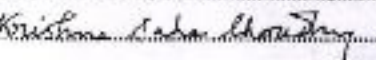
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	left hand					
	right hand					












Name SUMITABHA DAP

Signature 

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	left hand					
	right hand					

Name KRISHNA SAHA CHAUDHURY












Signature 

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	left hand					
	right hand					

Name MADHUSREE NAG














ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
13 MAY 2013

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	left hand					
	right hand					

Name .....  
Signature Shubali Das

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	left hand					
	right hand					

Name AMLANABHA DAS  
Signature Amlanabha Das

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	left hand					
	right hand					

Name SULALITA DAS  
Signature Sulalita Das

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	left hand					
	right hand					

Name SHARMILA SAHA



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OF ASSURANCE, KOLKATA  
13 MAY 2019



Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:Kolkata

Endorsement For Deed Number : I - 04728 of 2013  
(Serial No. 04484 of 2013 and Query No. L000011564 of 2013)

On 13/05/2013

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

Presented for registration at 20.20 hrs on :13/05/2013, at the Private residence by Saket Mohta  
Claimant.

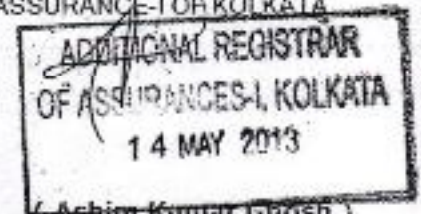
**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 13/05/2013 by

1. Sumitabha Das, son of Lt. Amarendra Lal Das , P-541, Raja Basanta Roy Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : Others
2. Krishna Saha Choudhury, wife of Lt. Shyamal Saha Choudhury , 2/1, MADHAB LANE, Kolkata, Thana:-Bullygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others
3. Madhusree Nag, wife of Arun Nag , Ratan Pally, Shantiniketan, Thana:-Bolpur, District:-Birbhum, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
4. Shelali Das, wife of Lt. Ranendralal Das , P-541, Raja Basanta Roy Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : Others
5. Amianabha Das, son of Lt. Ranendralal Das , P541, Raja Basanta Roy Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : Others
6. Subilita Das, wife of Prabir Kumar Das , 29/1, Kabi Bharat Chandra Road., Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700028, By Caste Hindu, By Profession : Others
7. Sharnita Saha, wife of Pradip Saha , 1301, Glen Classic Building, Hiranandani Gardens, Cliff Avenue, Powai, Mumbai, Thana:-PAWAI, District:-Mumbai, MAHARASHTRA, India, Pin :-400076, By Caste Hindu, By Profession : Others
8. Saket Mohta  
Director, Merlin Projects Ltd., 22, Pr Anwar Shah Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033.  
. By Profession : Others

Identified By Kamal Das, son of Lt. T. L. Das, 214, Jodhpur Park, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068, By Caste: Hindu, By Profession: Business.

On 14/05/2013



ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA





Government Of West Bengal  
Office Of the A.R.A. - I KOLKATA  
District:-Kolkata

Endorsement For Deed Number : I - 04728 of 2013  
(Serial No. 04484 of 2013 and Query No. L000011564 of 2013)

**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 : 5, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 110094.00/-, on 14/05/2013

( Under Article : ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 14/05/2013 )

**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.-8,12,72,026/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as Impressive Rs.- 100/-

**Deficit stamp duty**

Deficit stamp duty Rs. 75100/- is paid , by the draft number 518401, Draft Date 13/05/2013, Bank : State Bank of India, COMMERCIAL BR., ALIPORE, received on 14/05/2013

( Ashim Kumar Ghosh )  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



ADDITIONAL REGISTRAR  
OF ASSURANCES-I, KOLKATA  
14 MAY 2013

( Ashim Kumar Ghosh )

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

SECRET  
CONFIDENTIAL

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION



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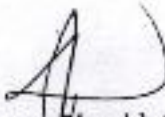


Faint, illegible text or markings, possibly bleed-through from the reverse side of the page.

Certificate of Registration under section 60 and Rule 69.

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CD Volume number 9  
Page from 9076 to 9106  
being No 04728 for the year 2013.



  
(Ashim Kumar Ghosh) 21-May-2013  
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal