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certified that the document A Computer 243 to registration, the signature sheets and the endorsement sheets attached with this document are part of this document

9-81842/20

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is executed at Kolkata on this 24<sup>th</sup> day of July, Two Thousand Twenty

District Sub-Registrar-Iv Alipore, South 24 Pgs.

BETWEEN

24 JUL 2020

RUBICON BUILDERS LLP (PAN:AAMFR6535M), a Limited Liability Partnership Firm, formed under the LLP Act, 2008, having its Office at GB Rameswara Apartment, 19A, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700 020, represented by its Partner Mr. Jugal Kishore Khetawat (PAN:AFCPK5718G) (Aadhar No. 7436 8922 1089), son of Late Rameswar Lal Khetawat, by occupation Business, faith Hindu, Citizen of India, working for gain at 19A, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata - 700 020, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns), of the **FIRST PART;**

27 JUL 2020

AND

SL. NO: 351 30/12/19  
VALUE OF ALL STAMPS: 100/-  
NAME OF PURCHASER:  
ADDRESS:

**BAPTI DAS**  
Advocate  
Alipore Police Court  
Kolkata-700017

*H. Mukherjee*  
H. MUKHERJEE  
STAMP VENDER S.R.O. BUDGE BUDGE

*Ujjwal*



*VC 20 - 1417*

MERLIN PROJECTS LIMITED  
*Ujjwal*  
Authorised Signatory

*VC 20 - 1419*



RUBICON BUILDERS LLP  
*Ujjwal*  
Partner/Authorised Signatory



District Sub-Registrar-IV  
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*24 JUL 2020*

*Sanjay Kumar Das  
Sto 19 A. W. Das  
Alipore Police Court  
Kolkata-700017*

**MERLIN PROJECTS LIMITED (PAN:AACCM0505B)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata- 700 033, represented by one of its Authorised Signatory Mr. Vikash Mimani (PAN:AGTPM1025E) (Aadhaar No.4999 7006 7908), son of Mr. Motilal Mimani, by occupation Business, faith- Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata- 700033, hereinafter referred to as the "**DEVELOPER**," (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns), of the **SECOND PART**.

**Whereas:**

- (a) The Owner herein is the Owner of **ALL THAT** the piece and parcel of land measuring 7 (Seven) Bighas 12 (Twelve) Cottahs and 15 (Fifteen) Chittaks 42 (Forty Two) Sft. (be the same a little more or less) which includes land parcel measuring 1 (One) Cottah leasehold land of Kolkata Municipal Corporation being the amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P.S. Tangra, Kolkata - 700 046, with a clear marketable title more fully and particularly described in the **FIRST SCHEDULE** written hereunder and hereinafter referred to as the "**Said Property**".
- (b) The details of Ownership of the 'Said Property' are more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written.
- (c) The Owner has approached the Developer for development of the 'Said Property' by constructing a Residential Complex.
- (d) The Developer being a reputed Developer, having experience in the development of Real Estate, with sufficient infrastructure and finance, have agreed to undertake the development of the 'Said Property' by constructing multi storied buildings mainly for residential and/or Commercial purposes, in accordance with the plan sanctioned by the Kolkata Municipal Corporation and as per the specification agreed between the parties herein.
- (e) Prior to the execution of this Agreement, the Developer has made necessary searches and investigation concerning the marketable title of the Owner in respect of the "Said Property" and upon being fully satisfied with the title of the Owner, the Developer has discussed with the Owner, the terms and conditions upon which the development of the said project on the "Said Property" will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.



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

**Clause 1**  
**Definitions & Interpretations**

- 1.1 In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:
- 1.1.1 **"Advances and Deposits"** shall mean the amounts received as advance against application of provisional booking / booking amounts from the intending transferees/purchasers of constructed areas / units in the proposed Project.
- 1.1.2 **"Agreement"** shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the Parties in writing;
- 1.1.3 **"Architect"** shall mean any architect or consultant or firm of architects whom the Developer with the consent of the Owner may from time to time appoint for designing, planning and execution of the Project.
- 1.1.4 **"Building Plan"** shall mean the plans prepared by the Architect for construction of the Project and sanctioned by Kolkata Municipal Corporation vide Building Permit No. 2019070142 dated 10.02.2020 and shall include any amendments thereto or modifications thereof made or caused as may be necessary and/or required from time to time as per law.
- 1.1.5 **"Common Areas and Facilities"** shall mean and include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, generator room and other spaces as may be required for providing the necessary amenities and facilities whatsoever required for the establishment and enjoyment of the flat Owner /occupiers of the Project, as agreed and earmarked by the Parties.
- 1.1.6 **"Developer"** shall mean Merlin Projects Limited and shall include its successors or successors-in-interest and/or assigns.



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- 1.1.7 **"Force Majeure"** means, act of God, act of public enemy, blockade, bomb blast, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other extreme weather condition, government action, change in law, government acquisition or requisition, inability to act due to government action, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war. The above mentioned events shall be regarded as Force Majeure only if it has the effect of making the continuation of the Development work impossible in spite of best and diligent efforts in good faith of the Party affected and written notice of such event has been provided by the Party affected to the other Party within 15 days of occurrence of such event. /
- 1.1.8 **"Gross Sale Proceeds"** shall mean the total proceeds of sales or consideration including Goods & Services Tax received /receivable from the Transferee(s)/ Purchaser(s) against Transfer of the flats / units in the Project together with other rights and interests. /
- 1.1.9 **"Said Property"** shall mean land comprised at Premises No. 10/4A, Gobinda Khatick Road, P.S. Tangra, Kolkata - 700 046, as described in **First Schedule** hereunder written. /
- 1.1.10 **"Sanctioning Authority"** shall mean Kolkata Municipal Corporation and/or any other statutory authority (ies) entrusted by the Government who shall sanction the Building Plan, and accord the necessary permission, clearance & NOC as may be necessary to complete the project. /
- 1.1.11 **"Net Sale Proceeds"** shall mean Gross Sale Proceeds less: /
- a. GST and other taxes that will be charged to the customers, as may be applicable from time to time; /
  - 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 electricity connection, generator, installation of transformer, maintenance deposit, advance maintenance charges, legal /documentation charges, charges for formation of the



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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 (collectively EDC);

- 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 this instant agreement.

1.1.12 **"Owner"** shall mean Party of the First Part and shall include its successors or successors-in-interest and assigns.

1.1.13 **"Parties"** shall mean collectively the Owner and the Developer and **"Party"** means individually each of the Parties.

1.1.14 **"Said Project"** shall mean the design, development and construction of new residential buildings on the "Said Property" comprising of various self-contained independent flats / apartments along with other spaces, car parking areas, necessary infrastructure facilities and Common Areas and Facilities in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and other permissions, clearances from the concerned authorities.

1.1.15 **"Transfer"** shall mean and include a transfer pursuant to the execution of the sale, other documents etc. in respect of a unit / flat in the Project or any part or portion of the buildings comprised in the Project and/or transfer by possession either after completion of the project or at mutually agreed date between the parties herein or by other means adopted for affecting what is understood as a transfer of space in a building to transferee(s) / purchaser(s) / lessee(s) / licensee(s) thereof although the same may not amount to a transfer in law.

1.1.16 **"Transferee/Purchaser"** shall mean a person to whom any flat / unit or any part or portion of the buildings in the Project will be sold and transferred.



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1.1.17 **"Saleable Areas"** shall mean residential flats/apartments with right of car parking and use of specified common areas to be duly demarcated for the said purpose.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 The headings are not to be considered part of this Agreement and they are solely inserted for convenience and reference purposes only and shall not affect the construction / interpretation of this Agreement;

1.2.2 Words importing the singular include the plural and vice versa, and word importing a gender include each of the masculine, feminine and neutral gender; and

1.2.3 Reference to any Act whether general or specific shall include any modification extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it.

## **Clause 2**

### **Purpose & Commencement**

2.1 This Agreement describes the terms and conditions for implementation of the Project and outlines the key roles and responsibilities of the Parties and also the entitlements of each Party. Each Party shall carry out and perform its respective obligations in accordance with the terms and conditions set out in this Agreement, aimed at the implementation of the Project.

2.2 This Agreement shall be deemed to have commenced on and with effect from the date hereof.

## **Clause 3**

### **Grant of License & Consideration**

3.1 The Owner doth hereby permit and grant license and permission to the Developer, with right and authority to build upon "Said Property" by constructing one or more building(s) thereon in accordance with sanctions/permissions herein mentioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas either after completion of the project or at mutually agreed date between the parties herein to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.



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- 3.2 The Developer shall be entitled to undertake the construction work at the "Said Property" and the Owner shall allow the access for the sole purpose of carrying out and completing the development and commercial exploitation of the "Said Property". The legal domain, possession and control of the "Said Property" shall continue to vest with the Owner till the time transfer of undivided share of land to Transferee(s)/Purchaser(s), after completion of the project.
- 3.3 In as much as the construction on the "Said Property" is concerned, the Developer shall act as a Licensee of the Owner and shall be entitled to be in permissive access to the "Said Property" as and by way of a Licensee of the Owner as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the "Said Property" which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the "Said Property" for any purposes other than the purpose of construction.
- 3.4 The Developer shall complete the Project within a period of 5 (five) years from the date of obtaining all necessary clearances, from the respective departments including sanction of Building plans from concerned Authorities, however the said period of 5 (five) years may be extended by a grace period of 1 (one) year without any penalty (Completion Date). If there is delay in completing the Project beyond the Completion Date then the Developer shall be liable and responsible to pay to the First Party simple interest at the rate of State Bank of India Prime Lending Rate per annum payable on a quarterly basis on the Owner's Share of Net Sales Proceeds comprising of each of the amounts that would have been paid / become payable by each of the Intending Purchaser / Transferee, but for such delay. It is further agreed that if any compensation is payable to the Intending Purchaser/Transferee due to such delay then the same shall be borne by the Developer and shall keep the Owner indemnified for any loss costs and/or consequences due to such delay. It is clarified that the Project shall be deemed to be completed only when the full Completion Certificate is issued by the Competent Authority and such date on which the said full Completion Certificate is issued shall be considered as the Completion Date. It is clarified that the remaining approvals for launch of the Project shall be obtained at the earliest without any unnecessary delay.



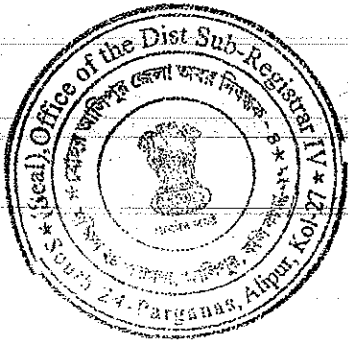
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- 3.5 The Project shall be of uniform construction with standard building materials and best workmanship as per the Specifications mentioned in the **THIRD SCHEDULE** hereunder written and approved by the Architect appointed.
- 3.6 In consideration of the Owner granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owner and the Developer shall jointly Transfer the flats /units and other rights and benefits in the Project and share the Net Sale Proceeds received from the prospective Transferees / Purchasers in the ratio as mentioned in the **Part - I** of the **FOURTH SCHEDULE** hereunder written. In case due to change in municipal law, if additional FAR sanction by the municipal authority in that event the party of the First Part shall bear cost of such sanction and the parties herein shall also share the Net Sales Proceeds in the ratio more fully mentioned in **Part - II** of the **FOURTH SCHEDULE** hereunder written.
- 3.7 The abovementioned "Net Sales Proceeds" will be paid within 15th day of the subsequent month for all revenue received for the immediately preceding month. It is clarified that out of the Net Sales Proceeds received in a month ("**Monthly Net Sales Revenue**") from the Project, the Developer shall keep aside 70% of the same ("**Blocked Amount**") in a separate account as per WBHIRA and pay to the Owner, the Owner's Share out of the balance Monthly Gross Revenue. So far as sharing of the Blocked Amount is concerned, the Developer shall pay from time to time pay the Owner's Share as and when any amount is withdrawn in a month out of the Blocked Amount till the time the entire Net Sales Proceeds of the Project stands shared with the Owner in the ratio agreed in **Part-I** of the **FOURTH SCHEDULE**.

It being agreed that the Developer shall not use / utilize / apply / deal with Owners share in the Net Sales Proceeds. It being further agreed that if there is delay in payment of the Owner's Share in the ratio as mentioned in the **Part - I** of the **FOURTH SCHEDULE** hereunder written and in in the time period as mentioned hereinabove, then in such an event the Developer shall pay simple interest at the rate of State Bank of India Prime Lending Rate per annum payable on a quarterly basis on the amount outstanding that would have been paid/payable within the time period as aforesaid.

- 3.8 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. The sale proceeds in respect of all sales of the Units



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in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account as per WBHIRA.

- 3.9 The Owner hereby agree and the Developer hereby agrees, undertakes and acknowledges that subsequent registration of the proposed residential project with WBHIRA Authority, 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'.
- 3.10 The necessary accounts and statements pertaining to Transfer of flats / units and other rights and benefits in the Project and sharing of Net Sale Proceeds will be maintained by the Developer for each financial year (i.e. the period beginning from 1<sup>st</sup> April of the current year to 31<sup>st</sup> March of the following year) and all such information shall be shared with the Owner as and when desired by the Owner.

#### **Clause 4** **Security Deposit**

- 4.1 Simultaneously with the execution of this Agreement, the Developer has paid to the Owner, an interest free sum of **Rs.25,00,000/- (Rupees Twenty Five Lakh only)** hereinafter referred to as the "**Interest Free Refundable Security Deposit**" for due and punctual performance of the obligations of the Developer hereunder. The said interest free refundable security deposit shall be refunded by the Owner to the Developer upon completion of the Project.

#### **Clause 5** **Representations and Covenants of the Owner**

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

- 5.1 The Owner is absolute Owner of the "Said Property".
- 5.2 The "Said Property" is free from all encumbrances, charges, liens, lispensens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 5.3 The Owner has the absolute right and authority to enter into this Agreement with the Developer in respect of the "Said Property".
- 5.4 The Owner shall be responsible / liable to pay all fees and charges of Architects and consultants upto the stage of sanction and further



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pay fees and cost incidental thereto and for obtaining all sanctions, permissions, clearances and approvals from Environment Department, Pollution Control Board, West Bengal Fire and Emergency Services and all other concerned department as may be necessary / required towards sanction of the proposed building plan.

5.5 During the subsistence of this Agreement, the Owner shall not transfer and/or part with the "Said Property" or any portion thereof.

5.6 The Owner shall execute a registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the said Project, sale of flat/Units or constructed spaces in terms of this agreement and execution, registration of Sale Agreement and Deed of Conveyance in favour of Transferee(s)/ Purchaser(s) on behalf of the Owner and said Power of Conveyance granted by the Owner to the Developer shall be exercised only after obtaining completion certificate of the Unit and after entire Net Sales Proceeds of such Unit has been received by the Developer and Owner's Share is duly distributed to the Owner.

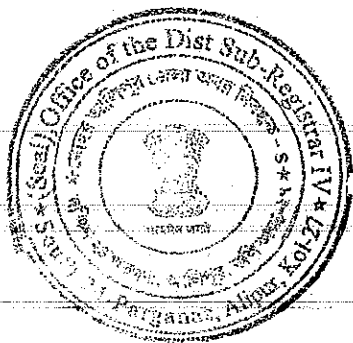
#### **Clause 6**

#### **Representations and covenants of the Developer**

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

6.1 In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Building Plan and other approvals and the provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.

6.2 All costs, charges and expenses for the development and implementation of the Project till its completion shall be borne and paid by the Developer. However, the Owner shall be responsible for all costs mentioned in clause 5.4 here above. It being agreed that all costs and expenses towards sales and marketing shall be borne by the Developer.



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- 6.3 The Developer shall comply with all applicable laws, clearances, applicable permits (including renewals as required) in the performance of its obligations under this Agreement.
- 6.4 The Developer shall discharge its obligations in accordance with Good Industry Practice.
- 6.5 The Developer alone (to the exclusion of the Owner) shall be responsible and liable for the payment of any wages or compensation, or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the Said Property. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the 'Said Property'.
- 6.6 The Developer shall indemnify, protect, defend and hold harmless the Owner and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.
- 6.7 The Developer acknowledges and recognizes that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- 6.8 The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 6.9 The Developer shall not transfer and/or assign this Agreement without the consent of the Owner in writing.
- 6.10 The Developer shall comply with the requirements and requisitions of the Sanctioning Authority and other authorities relating to the construction of the Project and to obtain necessary approval/s, consent/s and license/s from the appropriate authorities as and when required.
- 6.11 The Developer shall not employ (directly or indirectly) any child labour for carrying out construction work at the "Said Property".



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- 6.12 The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, damage, interference to the occupiers of the adjoining or neighbouring properties or to the public.
- 6.13 The Developer shall ensure that upon completion of the Project, all surplus materials, rubbish, and waste are cleared of and removed from the "Said Property" as well as roads and pavements adjoining the "Said Property".
- 6.14 The Developer shall apply and get registration of the said Housing Complex as Real Estate Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 without any obligation or liability upon the Owner. It being agreed in future if due to change in law if any statutory obligation becomes applicable on the Owner then in such the event the Owner shall comply with the same. The Developer shall comply with the provisions of the applicable law at its own costs and charges. The Developer shall alone be liable to the Allottee/Transferee of the Project and the Owner shall not be liable to the Allottee in any manner whatsoever or howsoever. The Developer shall keep the Owner indemnified for any loss or costs suffered by the Owner due to noncompliance of applicable laws by the Developer.
- 6.15 ~~GST etc. and all other impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the Development of the Said Property or matters connected therewith (Taxes), if any, relating to the Development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same and keep the Owners indemnified in this regard. However the owners shall pay applicable GST in case they decide to retain certain areas in the said project.~~
- 6.16 The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the Said Property and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units of the Project.
- 6.17 From the date of plan sanction the Developer shall make payment of all municipal taxes, statutory taxes, rates, etc. payable in relation to the construction, development and completion of the Project.



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- 6.18 The Developer shall solely be liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said New Building and/or buildings in accordance with the sanction plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- 6.19 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the development of the said property.

**Clause 7**  
**Access to "Said Property"**

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



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**Clause 8**  
**Transfer of flats / units in the Complex**

- 8.1 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, 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 Owners and the Developer shall jointly decide the basic sale price range of Units from time to time before and after launching the Project. For any special cases of discount beyond the agreed range the same shall be mutually discussed and agreed upon.
- 8.2 The Owner through its constituted Attorney and the Developer shall jointly Transfer the flats / units in the Project and for such purpose both the Parties shall enter into necessary agreements, sale / conveyance deeds, and/or other agreements, deeds, documents etc. with the Transferee(s)/ Purchaser(s) to Transfer the flats / units and other rights and benefits in the Project. It is hereby clarified that the sale / conveyance deed for absolute Transfer of the flats / units in the Project shall be executed with the Transferee(s)/ Purchaser(s) only after the completion certificate in respect of the buildings in the Project is obtained from the Competent Authority and after entire Net Sales Proceeds of such Unit/s has been received by the Developer and Owner's Share is duly distributed to the Owner.
- 8.3 All agreements, deeds (including allotment letter, sale/conveyance deed, and/or other agreements, deeds, documents etc.) pertaining to allotment and/or Transfer of flats/units in the Project shall be drafted and approved by the Parties in consultation with each other as per format approved by the WBHIRA Authority. The Parties shall ensure that the Transferee(s)/ Purchaser(s) shall observe, perform and fulfill all the terms, conditions, stipulations and covenants as contained in the allotment letter and the agreement for sale and or any modifications thereof.

**Clause 9**  
**Mutual covenants**

- 9.1 Owner and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owner and the Developer, nor shall the Owner and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.



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- 9.2 The Owner and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- 9.3 The Developer shall in consultation with the Owner and with its prior approval frame the rules and regulations regarding the use and rendition of Common Areas and Facilities, and also the common restrictions which have to be normally captured / mentioned in the sale / conveyance deeds/agreements/allotment letters/ documents.
- 9.4 Nothing in these presents shall be construed as a sale / transfer or assignment in law by the Owner in respect of the "Said Property" or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.
- 9.5 The Transferee(s)/Purchaser(s) shall be entitled to obtain loan or financial assistance from any bank/financial institution etc. in respect of the flats / units / space in the Complex proposed to be transferred in his/her/its favour as per prevailing banking laws.
- 9.6 The Owner during the term of this Agreement shall have option to assign their right title and interest under this agreement.
- 9.7 If any land contiguous to the "Said Property" (described in the Schedule hereunder written) is acquired by the Owner and intends to also develop the same, then the Owner may give the first option to the Developer to develop the same on the same terms and conditions mentioned herein with such amendments as may be mutually agreed between the Owner and the Developer.
- 9.8 The Government of West Bengal has already introduced West Bengal Housing Industry Regulatory Act, 2017 (WB-HIRA) as per the Central Govt. Real Estate Regulatory Act and Developer will be bound to comply with the obligation under the said Act. It being agreed that if there is any change in law under WBHIRA and due to such change any specific obligation needs to be complied by the Owner, the Owner shall comply with the same.



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**Clause 10**  
**Miscellaneous**

- 10.1 The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.
- 10.2 This Agreement sets forth the entire agreement and understandings between the Parties relating to the "Said Property" and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.
- 10.3 Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such, and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the remaining provisions hereof, which shall continue to be valid and binding, and the Parties shall negotiate in good faith to substitute the obligation/provision determined as being invalid or unenforceable, with such an obligation/provision which is as close as possible to the original intent of the Parties.
- 10.4 The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Developer.
- 10.5 Upon completion of the construction of the Project in all respects, the Developer shall send a notice to the Owner along with the completion certificate issued by the Competent Authority certifying that the construction has been done in accordance with the sanctioned and/or revised sanctioned Building Plans and fit for occupation. Upon receipt of the notice, the Owner along with the Developer shall execute the necessary sale / conveyance deeds in favour of the Transferees/Purchasers for Transfer of the flats / units and other rights and benefits in the Project. The possession of land will be transferred jointly to all the transferees/purchasers of flats/ units in the proposed development.
- 10.6 The Developer shall be entitled to arrange financing for the sole purpose of development and construction of the Project 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



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deeds and documents of the "Said Property" with the Financier as security for the purpose of said loan in the manner that the Financier shall not have any right or lien in respect of the Owner's share of Project Revenues/Net Sales Proceeds. 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 loan.. It is unequivocally and unambiguously made clear and understood and further the Developer undertakes and covenants that neither any of the parties comprising/ constituting the Owner nor any part or portion of the Owner Share shall in any manner be responsible and/or liable and/or applied for repayment of such loan amount/borrowings of the Developer and/or the interest accrued or due thereon and/or for the due compliance and/or performance of any of the terms, conditions, obligations etc. relating/pertaining to the same and/or the Owner and/or parties comprising the Owner shall provide any personal/corporate guarantee, and the Developer and/or the Directors of the Developer shall indemnify and keep each of the parties comprising/constituting the Owner safe, harmless and indemnified from and against all costs, charges, demands, claims, actions, suits and proceedings arising therefrom and/or in respect thereof and the Developer and its Directors hereby provide guarantee to the Owner to make good all costs, charges, demands, claims if any suffered by the Owner .

- 10.7 No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

#### **Clause 11**

#### **Notices, Correspondence and Communication**

- 11.1 All notices, correspondences and other communication under this Agreement shall be in writing and in English language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address recorded in this agreement or such other address as may be recorded by the parties herein from time to time.



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The owner is a limited liability partnership firm having two groups of owners namely Khetawat Group and Merlin Group. The Owner shall be jointly represented by Shri Jugal Kishore Khetawat of Khetawat Group and Shri Sushil Kumar Mohta of Merlin Group and any decision and/or approval shall be jointly exercised by Shri Jugal Kishore Khetawat and Shri Sushil Kumar Mohta.

- 11.2 Unless another address has been specified by a Party hereto by a written notice to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 4 (four) days after the mailing thereof and (iii) in the case of a email, Fax, the date of dispatch thereof.

### **Clause 12**

#### **Dispute resolution & Jurisdiction of Courts**

- 12.1 In case of any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in Clause 12.2 below.
- 12.2 If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause 12.1 above within 30 (thirty) days, it shall be settled through Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.
- 12.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- 12.4 The venue of arbitration shall be Kolkata and the language of arbitration shall be English.
- 12.5 Any decision/award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/award without delay.



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**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**("Said Property")**

**ALL THAT** the pieces and parcels of land measuring 7 (Seven) Bighas 12 (Twelve) Cottahs and 15 (Fifteen) Chittaks 42 (Forty Two) Sft. (be the same a little more or less) which includes land parcel measuring 1 (One) Cottah leasehold land of Kolkata Municipal Corporation being the amalgamated Municipal Premises No.10/4A, Gobinda Chandra Khatick Road, P.S. Tiljala, Kolkata - 700 046 **TOGETHER WITH** 50 years or more old, dilapidated building, sheds, dwelling units and structures standing thereon, which is butted and bounded in the manner as follows:

- ON THE NORTH : By Premises Nos. 7/2, 7B and KMC Drain, 7C, 13, Tangra 2<sup>nd</sup> Lane and 10/3, Gobinda Chandra Khatick Road;
- ON THE SOUTH : By Premises No. 11 Tangra 2<sup>nd</sup> Lane and KMC Drain, 10/4B and 10/5A, Gobinda Chandra Khatick Road;
- ON THE EAST : By Municipal Road Tangra 2<sup>nd</sup> Lane;
- ON THE WEST : By Municipal Road Gobinda Chandra Khatick Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

Motijug Agencies Limited, Modern Gears Pvt. Ltd., Machine Works (International) Ltd, and Motijug Charitable Trust were the erstwhile joint owners of the following properties:-

- i. Premises No. 10/4C Gobinda Chandra Khatick Road, P. S. Tiljala, Kolkata - 700 046, containing an area measuring 10 cottahs be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1800 sq. ft. more or less.
- ii. Premises No. 10/4A Gobinda Khatick Road (formerly known as Premises No. 10/1, Tangra 2<sup>nd</sup> Lane), P. S. Tiljala, Kolkata - 700 046, containing an area measuring 5 cottahs 15 chittaks be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1100 sq. ft. more or less.



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- iii. Premises No. 12, Tangra 2<sup>nd</sup> Lane, P. S. Tangra, Kolkata – 700 046, containing an area measuring 6 bigha 16 cottahs 42 sft. be a little more or less together with 34 years old and dilapidated 21 residential units of various sizes containing an area of 48981 sq. ft. more or less.

The said erstwhile owners for the purpose of amalgamation of the aforesaid three premises approached the Kolkata Municipal Corporation for grant of lease in respect of the defunct/unused drain running through the aforesaid three premises. In pursuance of the said approach made by the erstwhile owners, the Kolkata Municipal Corporation by virtue of an Indenture dated 09.04.2011, duly registered at the office Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 9, Pages from 7947 to 7967, Being No. 03889 for the year 2011, has granted lease for a period of 99 (Ninety Nine) years unto and in favour of the said erstwhile owners, in respect of a strip of land measuring 721 sq. ft. equivalent to 1 cottah being a part of defunct/unused municipal drain running through the aforesaid three premises.

The said erstwhile owners approached Kolkata Municipal Corporation for amalgamation of the aforesaid three premises including the strip of land acquired by them under long term lease and the Asst. Assessor Collector (South) of the Assessment - Collection (South) Department of Kolkata Municipal Corporation vide its Memo being No. 258/58/A.C (S) dated 02.07.2012 has confirmed the said amalgamation of aforesaid three premises and renumbered as amalgamated premises no. 10/4A, Gobinda Khatick Road, Kolkata – 700 046.

The said erstwhile owners by virtue of a Deed of Sub-Lease dated 04.05.2016 duly registered at the office of Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 1901-2016, Pages from 122546 to 122573, Being No. 190103576 for the year 2016, has granted lease for a residuary period of lease of 99 (ninety nine) years in favour of the owner herein, in respect of the said strip of land measuring 721 sq. ft. equivalent to 1 cottah being a part of defunct/unused municipal drain running through the aforesaid three premises.

The said erstwhile owners by virtue of a Deed of Conveyance dated 06.03.2020 duly registered at the office of Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 1901-2020, Pages from 58154 to 58187, Being No. 190101275 for the year 2020, have sold, transferred, conveyed and assured unto and in favour of the owner herein All That the piece and parcel of land measuring 10 cottahs be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1000 sq. ft. more or less, being Municipal Premises No. 10/4C Gobinda Khatick Road, P. S. Tiljala, Kolkata – 700 046, being part of amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P. S. Tiljala, Kolkata – 700.046.



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The said erstwhile owners by virtue of a Deed of Conveyance dated 06.03.2020 duly registered at the office of Additional Registrar of Assurances - 1 Kolkata, recorded in Book No. I, Volume No. 1901-2020, Pages from 57931 to 57964, Being No. 190101268 for the year 2020, have sold, transferred, conveyed and assured unto and in favour of the owner herein All That the piece and parcel of land measuring 5 cottahs 15 chittaks be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1100 sq. ft. more or less, being Municipal Premises No. 10/4A Gobinda Khatick Road, P. S. Tiljala, Kolkata - 700 046, being part of amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P. S. Tiljala, Kolkata - 700 046.

The said erstwhile owners by virtue of a Deed of Conveyance dated 06.03.2020 duly registered at the office of Additional Registrar of Assurances - 1 Kolkata, recorded in Book No. I, Volume No. 1901-2020, Pages from 58839 to 58872, Being No. 190101267 for the year 2020, have sold, transferred, conveyed and assured unto and in favour of the owner herein All That the piece and parcel of land measuring 6 Bighas 16 cottahs 42 sq. ft. be a little more or less together with 34 years old and dilapidated 21 residential units of various sizes containing an area of 48981 sq. ft. more or less, being Municipal Premises No. 12 Tangra 2<sup>nd</sup> Lane, P. S. Tangra, Kolkata - 700 046, being part of amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P. S. Tiljala, Kolkata - 700 046.

By virtue of aforesaid three purchase and the said Sub-Lease, the party of the First Part became the absolute owner and well sufficiently entitled to the aforesaid amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, Kolkata - 700 046 more fully and particularly described in the First Schedule written hereunder.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Specifications)**

|            |   |   |
|------------|---|---|
| Foundation | : | Reinforced cement concrete on piles & pile caps.  |
| Structure  | : | Reinforced cement concrete frame structure and walls of energy efficient ACC blocks / Fly Ash Bricks as per design. |
| Treatment  | : | Anti-termite treatment during various stages of construction.   |
| Proofing   | : | Waterproofing wherever required   |



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|                 |   |  |
|-----------------|---|--|
| Entrance Lobby  | : | Entrance lobby with premium floor & wall finishes combination of large vitrified tiles / granite/ laminates & paint as per design.   |
| Elevation       | : | Iconic towers meticulously designed. combination of anti-fungal & textured paint that ensures protection from erosion, weather effects and also reduces cost.  |
| Wall Finish     | : | Interior: Putty finishes smooth walls.<br>Exterior: Combination of antifungal and textured paint.  |
| Ceiling         | : | Putty finish   |
| Flooring & Dado | : | Large size vitrified tiles in Living & Dining area and vitrified tiles in Bedrooms.<br>Matt Finish ceramic tiles in kitchen floor and balcony<br>Anti-skid floor tiles and designer tiles on walls upto 7' height (Dado) in bathroom.                                    |
| Toilet          | : | Water efficient sanitary fixtures of reputed make, Top- of-the-line quality fittings of reputed make, Hot and cold water provision.  |
| Door            | : | Main door: Laminated Flush Doors<br>Internal doors: Commercial Flush Doors<br>Branded locks and hardware fittings  |
| Window          | : | Aluminium powder coated windows of good quality with glass panes, provision for installation exhaust fan at kitchen & toilets.   |
| Kitchen         | : | Granite counter top Dado of ceramic tiles above platform upto 2 feet height Stainless steel sink, hot and cold water provision.  |
| Water Supply    | : | 24 - hour treated water supply.  |
| Electrical      | : | PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power points for necessary gadgets. Fire resistant wires with high-end modular switches- zero- hazard, no leakage, shock-proof and sleek, Concealed wiring of reputed brands for electricity, telephone, |



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internet etc. inside the apartment, quality earthing for all electro-mechanical gadgets.

- Air Condition : Split air-conditioning in all rooms including the dining/living room (excluding in toilet & kitchen).
- Elevator : High speed automatic lifts of reputed brand with well decorated lift cars including one Stretcher lift to accommodate medical emergencies of the residents for each block.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(NET SALE PROCEEDS SHARING RATIO)**

**Part - I**

In consideration of the Party of the First Part granting development rights to the Party of the Second Part shall share the Net Sale Proceeds receivable from the prospective Transferees for sale of constructed space and car parking areas to be constructed by the Party of the Second Part in terms of the plan already submitted with the Kolkata Municipal Corporation for sanction of the same in the following ratio:

**Party of the First Part : 38% (Thirty Eight percent) of the net sale proceeds. (Owner's Share)**

**Party of the Second Part: 62% (Sixty Two percent) of the net sale proceeds (Developer's Share).**

**Part - II**

Apart from the initial plan to be sanctioned by the Kolkata Municipal Corporation, in future due to change in Municipal Law, if any additional sanction granted by the Municipal Authority, over and above the said initial sanction, the Party of the Second Part shall undertake such additional construction if possible and shall share the Net Sale Proceeds receivable from the prospective Transferees in respect of such additional construction made by the Party of the Second Part in the following ratio:

**Party of the First Part : 28.5% (Twenty Eight Point Five percent) of the net sale proceeds.**

**Party of the Second Part : 71.5% (Seventy One Point Five percent) of the net sale proceeds.**




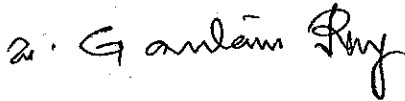
District Sub-Registrar-IV  
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**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

**SIGNED, SEALED AND DELIVERED**  
by the **OWNER** at Kolkata in the  
presence of:

1. 

2. 

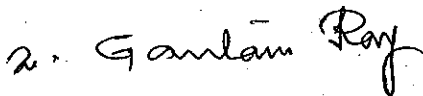
**RUBICON BUILDERS LLP**

  
Partner/Authorised Signatory

**SIGNED, SEALED AND DELIVERED**  
by the **DEVELOPER** at Kolkata in the  
presence of:


1. 

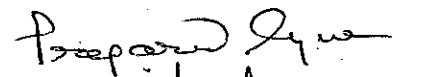
22, Prince Anwar Shah Road,  
Kolkata-700 033

2. 

22, Prince Anwar Shah Road,  
Kolkata-700 033

**MERLIN PROJECTS LIMITED**

  
Authorised Signatory

  
Alipie Police Const.  
Kolkata-22  
WRS 6/13/2022



District Sub-Registrar-IV  
Alipore, South 24-Pgs.

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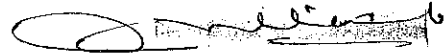


**MEMO OF CONSIDERATION**

Received from the Merlin Projects Limited a sum of Rs.25,00,000/- (Rupees Twenty Five Lakh only) as and by way of interest free security deposit as per the memo given below:

| Drawn in favour of   | Bank           | Chq. No. | Dated      | Branch          | Amount (Rs) |
|----------------------|----------------|----------|------------|-----------------|-------------|
| Rubicon Builders LLP | IDBI Bank Ltd. | 135939   | 22.07.2020 | Anwar Shah Road | 25,00,000/- |

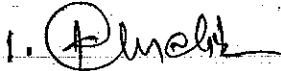
**RUBICON BUILDERS LLP**



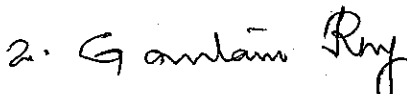
Partner/Authorised Signatory

(OWNER)

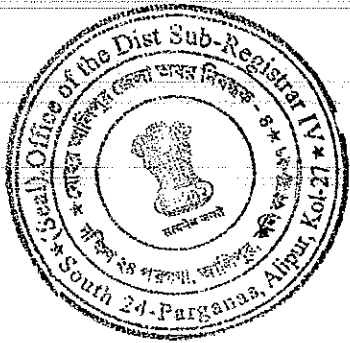
**Witnesses:**

1. 

22, Prince Anwar Shah Road,  
Kolkata-700 033



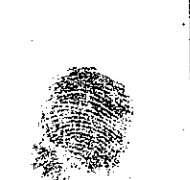



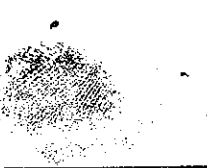
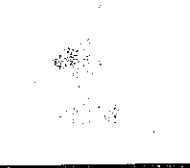

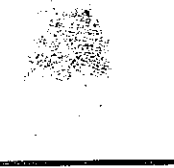

2. 

22, Prince Anwar Shah Road,  
Kolkata-700 033












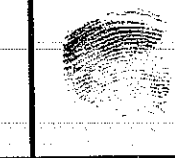

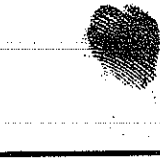
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|   |            | Thumb   | 1st finger  | mid finger   | ring finger   | small finger  |
|---|------------|---|---|--|---|---|
|  | left hand  |  |  |  |  |  |
|   | right hand |  |  |  |  |  |

Name : JUGAL KISHORE KHETAWAT

Signature: 

|  |            | Thumb   | 1st finger  | mid finger   | ring finger   | small finger  |
|--|------------|---|---|--|---|---|
|  | left hand  |    |    |    |    |    |
|  | right hand |  |  |  |  |  |

Name : VIKASH MIMANI

Signature: 

|       |            | thumb | 1st finger | mid finger | ring finger | small finger |
|-------|------------|-------|------------|------------|-------------|--------------|
| PHOTO | left hand  |       |            |            |             |              |
|       | right hand |       |            |            |             |              |

Name:

Signature: .....



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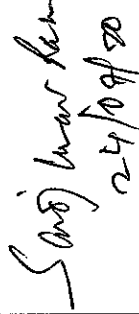


Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16042000811842/2020

I. Signature of the Person(s) admitting the Execution at Private Residence.

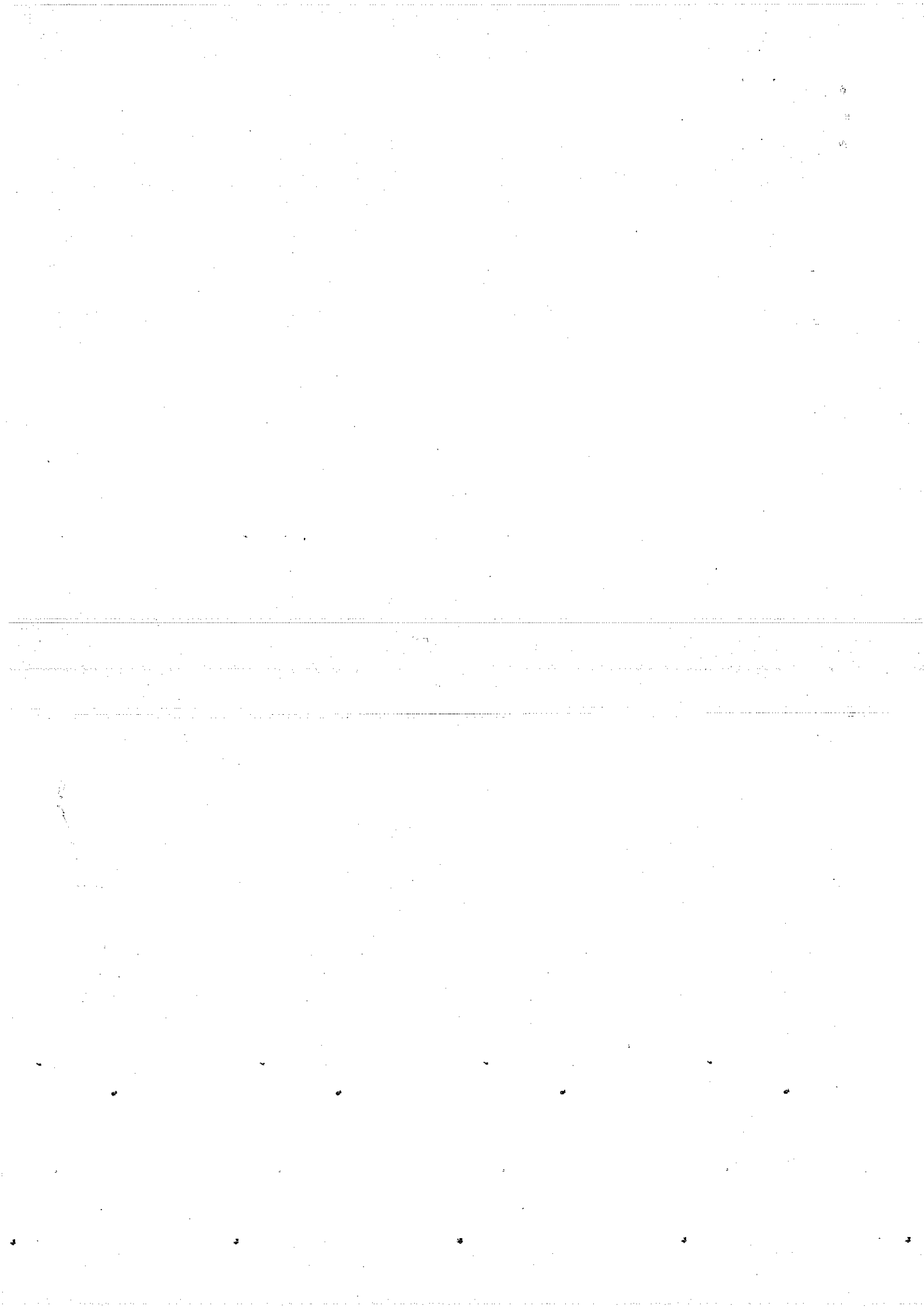
| SI No. | Name of the Executant   | Category   | Photo  | Finger Print  | Signature with date   |
|--------|---|--|--|---|---|
| 1      | Mr Jugal Kishore Khetawat 19A, Sarat Bose Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020 | Representative of Land Lord [RUBICON BUILDER S LLP]    |    |    | <br>24/07/20   |
| 2      | Mr Vikash Mimani 22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033                | Representative of Developer [MERLIN PROJECT S LIMITED] |    |   | <br>24/07/20 |
| SI No. | Name and Address of identifier  | Identifier of  | Photo  | Finger Print  | Signature with date   |
| 1      | 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       | Mr Jugal Kishore Khetawa Vikash Mimani                 |  |  | <br>24/07/20 |

(Pradipta Kishore Guha)

DISTRICT SUB-  
REGISTRAR



OFFICE OF THE D.S.R. -  
IV SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal







GOVL. OF WEST BENGAL  
 Directorate of Registration & Stamp Revenue  
 e-Challan

2087/2020

RN: 192020210043901081 Payment Mode Online Payment  
 RN Date: 22/07/2020 17:14:47 Bank: IDBI Bank  
 RN: 685640939 BRN Date: 22/07/2020 17:17:55

DEPOSITOR'S DETAILS

Id No.: 2000811842/2/2020  
 [Query No./Query Year]  
 Name: MERLIN PROJECTS LTD  
 Contact No.: Mobile No.: +91 9831898863  
 E-mail:  
 Address: 22 PRINCE ANWARSHAH 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 DETAILS

| Sl No | Identification No | Head of A/C Description                  | Head of A/C        | Amount [₹] |
|-------|-------------------|--|--------------------|------------|
| 1     | 2000811842/2/2020 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 75021      |
| 2     | 2000811842/2/2020 | Property Registration- Registration Fees | 0030-03-104-001-16 | 25021      |

Total 100042

In Words: Rupees One Lakh Forty Two only



### Major Information of the Deed

|  |  |                                 |            |
|--|--|---------------------------------|------------|
| Deed No :  | I-1604-02087/2020  | Date of Registration            | 27/07/2020 |
| Query No / Year  | 1604-2000811842/2020   | Office where deed is registered |            |
| Query Date   | 15/07/2020 3:29:57 PM  | 1604-2000811842/2020            |            |
| Applicant Name, Address & Other Details                      | Bapi Das<br>Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831898863, 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 : 25,00,000/-]            |                                 |            |
| Set Forth value  | Market Value   |                                 |            |
| Rs. 2/-  | Rs. 55,12,91,305/-   |                                 |            |
| Stamp duty Paid(SD)  | Registration Fee Paid  |                                 |            |
| Rs. 75,121/- (Article:48(g))                                 | Rs. 25,053/- (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:- Tiljala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: GOBINDA CHANDRA KHATIK ROAD(Ward-58), , Premises No: 10/4A, , Ward No: 058 Pin Code : 700046

| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land                        | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|-------------------------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :-)     |                | Bastu                 | 7 Bigha 12 Katha 15 Chatak 42 Sq Ft | 1/-                     | 55,07,85,055/-        | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>252.4431Dec</b>                  | <b>1/-</b>              | <b>5507,85,055 /-</b> |                     |

#### Structure Details :

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 1000 Sq Ft.       | 1/-                     | 5,06,250/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>1000 sq ft</b> | <b>1/-</b>              | <b>5,06,250 /-</b>    |                           |

#### Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>RUBICON BUILDERS LLP</b><br>19A, Sarat Bose Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAMFR6535M,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative |



**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>MERLIN PROJECTS LIMITED</b><br>22, Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>Mr Jugal Kishore Khetawat</b><br>Son of Late Rameswar Lal Khetawat 19A, Sarat Bose Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFCKP5718G, Aadhaar No: 74xxxxxxxx1089 Status : Representative, Representative of : RUBICON BUILDERS LLP (as Partner)         |
| 2     | <b>Mr Vikash Mimani (Presentant )</b><br>Son of Mr Motilal Mimani 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.:: AGTPM1025E, Aadhaar No: 49xxxxxxxx7908 Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Authorised Signatory) |

**Identifier Details :**

| Name  | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| <b>Mr Saroj Kumar Ram</b><br>Son of Late A K Ram<br>Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 |       |              |           |
| Identifier Of Mr Jugal Kishore Khetawat, Mr Vikash Mimani   |       |              |           |

**Transfer of property for L1**

| Sl.No | From                 | To. with area (Name-Area)           |
|-------|----------------------|-------------------------------------|
| 1     | RUBICON BUILDERS LLP | MERLIN PROJECTS LIMITED-252.443 Dec |

**Transfer of property for S1**

| Sl.No | From                 | To. with area (Name-Area)                   |
|-------|----------------------|---|
| 1     | RUBICON BUILDERS LLP | MERLIN PROJECTS LIMITED-1000.00000000 Sq Ft |



**Endorsement For Deed Number : I - 160402087 / 2020**

**On 24-07-2020**

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

Presented for registration at 14:30 hrs on 24-07-2020, at the Private residence by Mr Vikash Mimani ,

**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 55,12,91,305/-

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

Execution is admitted on 24-07-2020 by Mr Jugal Kishore Khetawat, Partner, RUBICON BUILDERS LLP, 19A, Sarat Bose Road, P.O:- Lala Lajpat Rai Sarani, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020:

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 24-07-2020 by Mr Vikash Mimani, Authorised Signatory, 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

**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 27-07-2020**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25,053/- ( B = Rs 25,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 25,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2020 5:17PM with Govt. Ref. No: 192020210043901081 on 22-07-2020, Amount Rs: 25,021/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 685640939 on 22-07-2020, Head of Account 0030-03-104-001-16





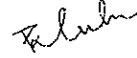
**Payment of Stamp Duty**

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**

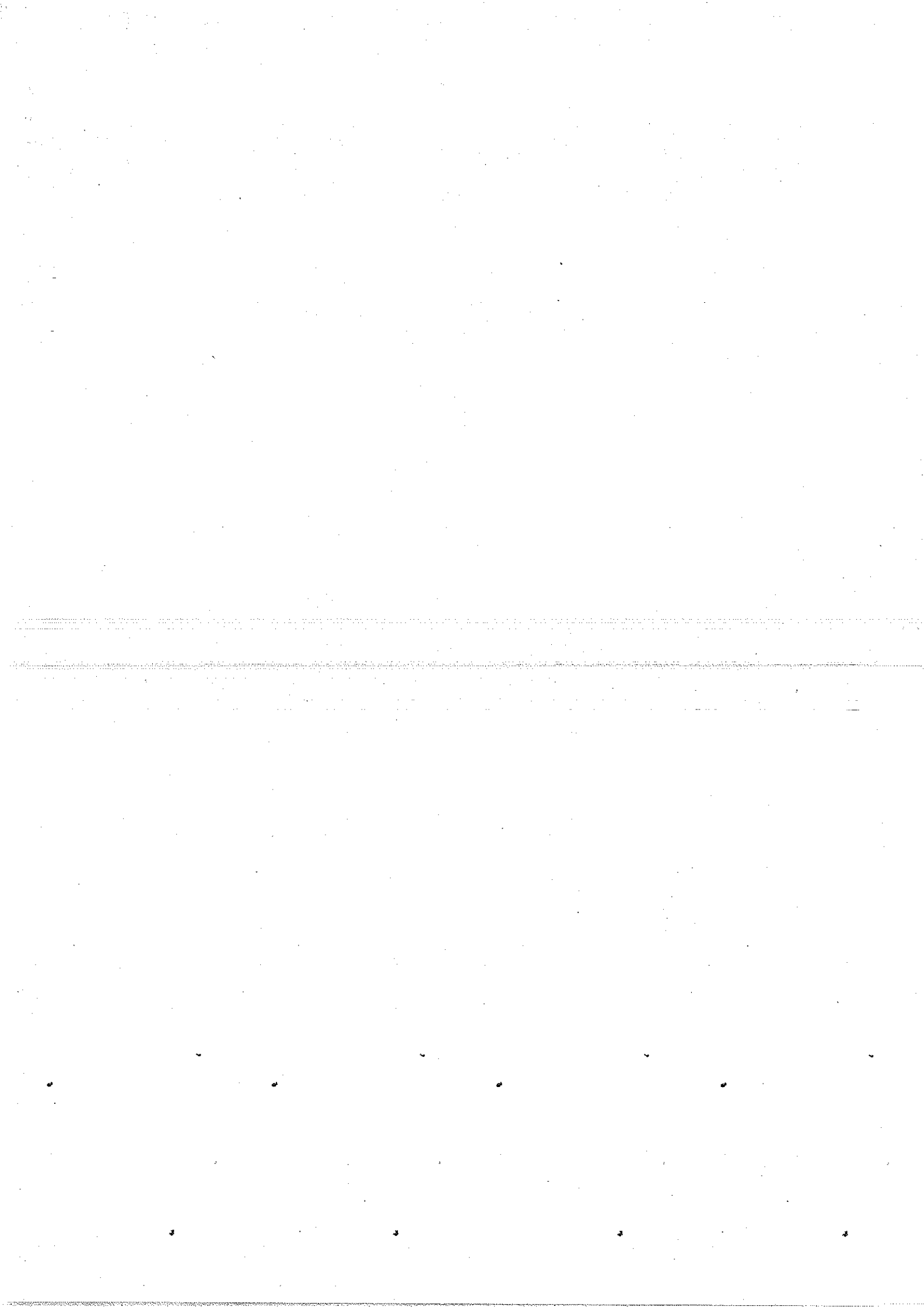
1. Stamp: Type: Impressed, Serial no 351, Amount: Rs.100/-, Date of Purchase: 30/12/2019, Vendor name: H Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2020 5:17PM with Govt. Ref. No: 192020210043901081 on 22-07-2020, Amount Rs: 75,021/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 685640939 on 22-07-2020, Head of Account 0030-02-103-003-02



**Pradipta Kishore Guha**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - IV SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**





**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1604-2020, Page from 79731 to 79766**

**being No 160402087 for the year 2020.**



Digitally signed by PRADIPTA KISHORE  
GUHA

Date: 2020.08.03 13:21:09 +05:30

Reason: Digital Signing of Deed.

**(Pradipta Kishore Guha) 2020/08/03 01:21:09 PM**

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS**

**West Bengal.**

**(This document is digitally signed.)**