

7581/2022

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AL 180885

certified that the Document is admitted to Registration. The Stamp and the endorsement on the part of the Registrar.

Additional Registrar of Assurances-IV, Kolkata

5 MAY 2022

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is executed at Kolkata on 5th day of MAY, Two Thousand Twenty Two

BETWEEN



322

PANCHU GOPAL SHAW
(Advocate)
C.M. Court Kol - 1

DATE _____
SOLD _____
OF _____
RS. _____
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
LICENSED STAMP VENDOR
NO 351RS201

-2 APR 2022

-2 APR 2022



Ranjan Chakraborty
RANJAN CHAKRABORTY
S/o. Shyamallesh Chakraborty
22, Prince Anwar Shah Road,
Kol - 700033.

[Handwritten signature]



(1) **M/S WATERMELON REALCON PVT LTD (PAN: AABCW6396D)**, a company registered under the Companies Act, 2013, having its Registered Office at 1, Abdul Hamid Street, P.O. G.P.O, P.S. Hire street, Kolkata 700 069 (2) **M/S ARMLET CONSTRUCTION PVT. LTD. (PAN: AANCA8543N)** a company registered under the Companies Act, 2013 and having its Registered Office at Village Langolpota, P.O. Bishnupur, P.S. Rajarhat, Dist. North 24 Parganas, Pin 700135, both companies represented by its Authorized Signatory **Mr. Raj Kumar Dey** (PAN:BSFPD5011C) (Aadhar No.661950358204), son of Mr. Dilip Kumar Dey, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata - 700 033, hereinafter collectively 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 successors or successors-in-interest and assigns), of the **FIRST PART**;

AND

Merlin Projects Limited (PAN: AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata- 700 033, represented by one of its Authorised Representative **Mr. Mayank Periwal** (PAN:DJWPP2192G) (Aadhaar No. 841674247344), son of Mr. Kamal Kumar Periwal, by occupation- Service, 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 Parties hereto of the First Part are Owners of various pieces and parcels of Danga land, comprised in LR Dag Nos. 144(P), 143(P), under L.R. Khatian Nos. 498, 536, 1712, 1746, Mouza: Chapna, J.L. No: 35, PO & PS : Rajarhat, District: North 24 Paraganas, Pin- 700 135, total measuring 15.3759 decimals more or less 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 'Said Property' more fully and particularly mentioned in **Part - I** of the **SECOND SCHEDULE** hereunder written and Dag No. & Khatian No. wise details of Ownership of 'Said Property' more fully and particularly mentioned in **Part - II** of the **SECOND SCHEDULE** hereunder written.



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- (c) The Developer is inter-alia engaged in the business of real estate development. As a part of its activity the Developer planning to develop a Real Estate project comprising of Residential Building, at Mouza Chapna. The Developer for the aforesaid purpose approached the Owners herein for joint development of its aforesaid project comprising of several self-contained independent units / apartments together with requisite infrastructure, amenities, facilities etc. on the Said Property and hereinafter referred to as the said Project. It is clarified that apart from development of the "**Said Property**" there will be further developments to be undertaken in future by the Developer which will be adjacent and contagious to the said Property and all developments will be considered as entire project.
- (d). Prior to the execution of this Agreement, the Developer has made necessary searches and investigation concerning the marketable title of the Owners in respect of the Said Property and upon being fully satisfied with the title of the Owners, the Developer has discussed with the Owners, 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.

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:

"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.

"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;



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Government of West Bengal

Office of the A.R.A. - IV KOLKATA, District: Kolkata

W.B. FORM NO. 1504

Query No / Year	19042001285844/2022	Serial No/Year	1904007581/2022
Transaction id	0001447717	Date of Receipt	05/05/2022 12:46PM
Deed No / Year	I - 190407614 / 2022		
Presentant Name	Mr Raj Kumar Dey		
Land Lord	WATERMELON REALCON PRIVATE LIMITED , ARMLET CONSTRUCTIONS PRIVATE LIMITED		
Developer	MERLIN PROJECTS LIMITED		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 42,000/-]		
Total Setforth Value	Rs. 2/-	Market Value	Rs. 69,19,155/-
Stamp Duty Paid	Rs. 100/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 84/-	Fees Articles	B, E, I, M(a), M(b)
Standard User Charge	289/-	Requisition Form Fee	0/-
Remarks			

Stamp Duty Paid (Break up as below)

By Stamp					
Stamp Type	Treasury or Vendor	Treasury or Vendor Name	Stamp Serial No	Purchase Date	Amount in Rs.
Impressed	Vendor	J Chatterjee	322	02/04/2022	100/-

Registration Fees Paid (Break up as below)

By Cash	Amount in Rs.
Amount Paid	84/-

Other Fees Paid (Break up as below)

By Cash	Amount in Rs.
Standard User Charge	289/-

Query No:-19042001285844/2022, 05/05/2022 12:47:08 PM KOLKATA (A.R.A. - IV)

***Total Amount Received by Cash Rs. 373/-**

(Mohul Mukhopadhyay)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

"Architect" shall mean any architect or consultant or firm of architects whom the Developer with the consent of the Owners may, from time to time appoint for designing, planning and execution of the Project..

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

"Common Areas and Facilities" shall mean and include corridors, 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 Owners /occupiers of the Project, as agreed and earmarked by the Parties.

"Developer" shall mean Merlin Projects Limited and shall include its successors or successors-in-interest and/or assigns.

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

"Gross Sale Proceeds" shall mean the total proceeds of sales or consideration received/receivable from the Transferee(s)/ Purchaser(s) against Transfer of the flats / units in the Project together with other rights and interests including Goods & Services Tax.

"Said Property" shall mean land comprised in various dags in Mouza : Chapna, J.L. No: 35, PO & PS: Rajarhat, District: North 24 Paraganas, Kolkata: 700 135, as described in **First Schedule** hereunder written.



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Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230017647271 Payment Mode: Online Payment
GRN Date: 29/04/2022 19:35:04 Bank/Gateway: IDBI Bank
BRN : 710660029 BRN Date: 29/04/2022 19:41:43
Payment Status: Successful Payment Ref. No: 2001285844/1/2022
[Query No * Query Year]

Depositor Details

Depositor's Name: WATERMELON REALCON PVT LTD & ORS
Address: 1, ABDUL HAMID STREET PO-GP, PS- HARE STREET, KOLKAT
Mobile: 9874990080
EMail: RANJAN@MERLINPROJECTS.COM
Contact No: 03340151545
Depositor Status: Buyer/Claimants
Query No: 2001285844
Applicant's Name: Mr Bapi Das
Identification No: 2001285844/1/2022
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 29/04/2022
Period To (dd/mm/yyyy): 29/04/2022

Payment Details

SL No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001285844/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2001285844/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	441
			Total	10462

IN WORDS: TEN THOUSAND FOUR HUNDRED SIXTY TWO ONLY.



"Sanctioning Authority" shall primarily mean Local Gram Panchayat/Zila Parishad/NKDA and/or any other statutory authority (ies) entrusted by the Government who shall sanction the Building Plan, and accord the necessary permission, clearance & NOC as may be necessary to complete the project.

"Net Sale Proceeds" shall mean Gross Sale Proceeds less all statutory Taxes and charges, including Goods & Services Tax as may be applicable time to time.

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

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

"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 Local Gram Panchayat / Zila Parishad / NKDA and/or any other statutory authority (ies), as the case may be and other permissions, clearances from the concerned authorities.

"Transfer" shall mean and include a transfer pursuant to the execution of the sale / lease deed, 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 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.

"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.

"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.

"Reserved Areas" all areas to be constructed apart from the saleable areas under this Agreement will exclusively be retained by the Owners and the Developer and they will jointly decide the usage/disposal of those areas.



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- 1.2. In this Agreement, unless the context otherwise requires:

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;

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

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 Owners 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 to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the Parties.
- 3.2 The Developer shall be entitled to undertake the construction work at the Said Property and the Owners shall allow the access for the sole purpose of carrying out and completing the development and



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commercial exploitation of the Said Property. The legal domain, possession and control of the Said Property shall continue to vest with the Owners 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 Owners and shall be entitled to be in permissive access to the Said Property as and by way of a Licensee of the Owners 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 in phases within a period **7 (seven)** years from the date of sanction of Building plans from concerned Authorities, however the said period of **7 (seven) years** may be extended by a grace period of **1 (one) year** without any penalty. It is clarified that the Project shall be deemed to be complete only when the full Completion Certificate is issued by the Competent Authority and such date on which the said full Completion Certificate is issued shall be considered as the Project completion date.
- 3.5. The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the Third Schedule hereunder written and approved by the Architect appointed.
- 3.6. In consideration of the Owners granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owners 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 Fourth Schedule hereunder written. The said Net Sale Proceeds sharing ratio may be modified or altered based of the future market scenario. The aforesaid agreed consideration amount to Owners shall be paid on yearly basis or at mutually agreed period.
- 3.7 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



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receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a **specified bank account as per RERA.**

- 3.8 The Owners hereby agree, 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'.
- 3.9 With effect from the month when booking of flats is started, by the 15th day of each succeeding month or any other period as may be mutually agreed between the Owners and the Developer, the Developer will pay to the Owners, the Owners' Share of Net Sale Proceeds calculated upto the last date of such payment as received and will also provide to the Owners a detailed statement in respect thereof to be prepared by the Developer containing details of (a) all transactions entered into the Project, (b) cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, (c) all other relevant particulars and details and (d) the corresponding Gross Sale Proceeds and Net Sale Proceeds all upto the date of payment to the Owner and (e) adjustment of interest free refundable security deposit. Along with the statement as above, the bank statement of the Specified Account during the immediately preceding English calendar month shall also be provided by the Developer to the Owners. In addition to the above, the Developer shall be bound to cause and ensure the entire payment of the Owners' Revenue Share in respect of any Unit/saleable area on or before the execution of the deeds of conveyance/transfer of such Unit/saleable area in favour of the transferee. The Owners shall, in any event, be granted unconditional and irrevocable rights to view the bank account transactions in respect of the specified bank account.
- 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.

Clause 4 Security Deposit

- 4.1. On or before the execution of this Agreement, the Developer has paid to the Owners, an interest free sum of Rs.21,000/- (Rupees Twenty One Thousand only) to each of the Owners, hereinafter referred to as the "Refundable **Security Deposit**" for due and punctual



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INDIA
45 NOV 2011

performance of the obligations of the Developer hereunder. The said Refundable Security Deposit will be refunded by the Owners prior to final settlement of their accounts under this agreement with the Developer.

Clause 5
Representations and Covenants of the Owners

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

- 5.1. The Owners are absolute Owners of the Said Property.
- 5.2. The Said Property is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- 5.3. The Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of the Said Property.
- 5.4. During the subsistence of this Agreement, the Owners shall not transfer and/or part with the Said Property or any portion thereof.
- 5.5. The Owners 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 and registration of Sale Agreement and Deed of Conveyance on behalf of Owners.

Clause 6
Representations and covenants of the Developer

The Developer hereby undertakes and covenants with the Owners 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, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities, in accordance with the sanctioned Building Plan and other approvals and the provisions of this Agreement. The Developer shall, for such



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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 (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.
- 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 shall indemnify, protect, defend and hold harmless the Owners 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.
- 6.6. The Developer acknowledges and recognizes that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- 6.7. The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- 6.8. The Developer shall not transfer and/or assign this Agreement without the consent of the Owners in writing nor shall create any charge or encumbrance in respect of its interest in the Project.
- 6.9. 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.
- 6.10. The Developer shall not employ (directly or indirectly) any child labour for carrying out construction work at the Said Property.



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- 6.11. The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, and damage, interference to the occupiers of the adjoining or neighbouring properties or to the public.
- 6.12. The Owners shall make proper arrangement for the security of the Said Property, however the Owners shall not be responsible for safe keeping of construction material, equipments, for that the developer shall make its own arrangement.
- 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.

Clause 7
Access to Said Property

- 7.1. The Owners 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 Owners 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 Owners 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 Owners 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 Owners 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.
- 8.2. 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 prevailing Real Estate 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
Mortgage of the Said Property for Loan

- 9.1 The Developer shall be entitled to arrange financing for the Project (Project Finance) by a Bank / Financial Institution (Financier). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the Said Property with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owners' share of Project Revenues. For the aforesaid purpose, the Owners will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss



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whatsoever relating to Project Finance / Project Finance Liability. The loans obtained by the Developer against the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.

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

Clause 10
Mutual covenants

- 10.1. The Owners 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 Owners and the Developer, nor shall the Owners and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.
- 10.2. The Owners 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.
- 10.3. The Developer shall in consultation with the Owners 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.
- 10.4. Nothing in these presents shall be construed as a sale / transfer or assignment in law by the Owners in respect of the Said Property or any part thereof to the Developer or as creating any right, title or



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interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.

- 10.5. 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.
- 10.6. The Owners during the term of this Agreement shall have option to assign their right title and interest under this agreement.
- 10.7. If any land contiguous to the Said Property (described in the Schedule hereunder written) is acquired by the Owners and intends to also develop the same, then the Owners 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 Owners and the Developer.
- 10.8. 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 parties herein will be bound to comply with their respective obligation under the said Act.

Clause 11
Miscellaneous

- 11.1. The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.
- 11.2. 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.
- 11.3. In case a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue to be in full force and effect.
- 11.4. The stamp duty, registration fee payable on this Agreement and other incidental expenses towards registration shall be borne by the Developer.
- 11.5. Upon completion of the construction of the Project in all respects, the Developer shall send a notice to the Owners along with the



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5 MAY 2002

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 Owners 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

Clause 12

Notices, Correspondence and Communication

- 12.1. 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.
- 12.2. 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 13

Dispute resolution & Jurisdiction of Courts

- 13.1. 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.
- 13.2. 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.
- 13.3. 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



52,141,238

conducting such arbitration.

13.4. The venue of arbitration shall be Kolkata and the language of arbitration shall be English.

13.5. 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.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Said Property)

ALL THAT pieces and parcels of land total measuring 15.3759 decimals be the same a little more or less comprised in LR Dag Nos.144(P),143(P), under LR Khatian no 498, 536, 1712, 1746 in Mouza : Chapna, J.L. No: 35, PS : Rajarhat, District: North 24 Paraganas, Kolkata: 700 135, which is butted and bounded in the manner as follows:

ON THE NORTH: By Part of R.S./L.R. Dag Nos. 144 AND 143

ON THE SOUTH: By Part R.S. / L.R. Dag Nos. 264, 265 266 & 268.

ON THE WEST: By Part of R.S. / L.R. Dag No. 142, 269

ON THE EAST: By Part of R.S. / L.R. Dag No. 145 & 146

THE SECOND SCHEDULE ABOVE REFERRED TO
(DETAILS OF OWNERSHIP OF THE SAID PROPERTY)
PART-I

S.L. No	Name of the Companies/Owners	Deed No & Year	Registered at	LR Dag No.	Total area in Dag (IN DEC)	Purchased area in Dag (IN DEC)	LR Khatian Nos	Area used in Project (IN DEC)
1	WATERMELON REALCON PVT LTD	6193/2 021	ADSR Rajarhat	143	38	7.12	1712	7.125
2	ARMLET CONSTRUCTION PVT. LTD.	3249/2 022	ADSR Rajarhat	143	38	6.999	1746	6.9996
3	ARMLET CONSTRUCTION PVT. LTD.	7386/2 022	ARA-KOLKATA	144	43	2.98	498 & 536	1.2513
					TOTAL			15.3759



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REGISTERED
59 MAY 2022

THE SECOND SCHEDULE ABOVE REFERRED TO
(DETAILS OF OWNERSHIP AS PER DAG & KHATIAN NOS.)

S.L. NO	NAME OF THE COMPANIES	LR dag Nos	Total area in Dag (IN DEC)	Recorded LR Khatian Nos	Area used in Project (IN DEC)
1	WATERMELON REALCON PVT LTD	143	38	1712	14.1246
2	ARMLET CONSTRUCTION PVT. LTD.	143		1746	
3	ARMLET CONSTRUCTION PVT. LTD.	144	43	498 & 536	1.2513
Total Project area in Decimals					15.3759

PART-II

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Specifications)

- Foundation : R.C.C foundation resting on cast -in-situ reinforced concrete bonded piles.
- Structure : Earthquake resistant RCC framed structure.
- Water Supply: 24 - hour treated water supply.
- Electrical : Provision for sufficient electrical points in each and every flats and common area as may be required and suggested by the consultant.
 Provision for Telephone & T.V points in Living and all bedrooms. Modular switches of reputed brand. Safety equipment such as M.C.B for all flats.
- Wiring : Fire resistance concealed, electrical wiring in entire project/complex.
- Wall Finish : Interior - Smooth putty or POP finished walls.
 Exterior - Combination of antifungal paint.
- Flooring & Dado: Vitrified tiles for living, dining, all bedrooms and balcony.
 Kitchen / Toilet floors to be made with heavy duty mat finish ceramic/vitrified tiles.



2

REGISTRATION
KARNATAKA
25 NOV 2000

Toilet	:	Ceramic/vitrified tiles of a reputed brand (up to lintel height). White porcelain sanitary ware of reputed brand CP fittings of a reputed brand & Hot and cold water provision.
Door	:	Door frames made of seasoned and treated wood. Flush doors or teak wood finished doors. Quality locks/handles (hardware) for all doors of reputed brand.
Window	:	Color Anodized/ powder - coated glazed aluminum window.
Kitchen	:	Granite counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height Stainless steel Sink.

Amenities

- Firefighting system
- Automatic Elevators
- CCTV monitoring & surveillance system on the ground floor
- Water Filtration/Treatment Plant
- Power Backup for common area and flats.
- Children's Play Area
- Intercom
- Community Hall
- Indoor Games Room
- Gymnasium
- Swimming Pool

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

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/Purchasers in the following ratio:

Party of the First Part: **23% (Twenty Three percent)** of the net sale proceeds of the total constructed saleable areas of the proposed project.

Party of the Second Part: **77% (Seventy seven percent)** of the net sale proceeds of the total constructed saleable areas of the proposed project.



✓

REGISTRAR OF COMPANIES
KOLKATA
59 MAY 2002

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

Signed and Delivered by the within named **Owners** in the presence of:

1) Mr K J...
22. P.A.S. Road
Kol-93

WATERMELON REALCON PVT LTD
ARMLET CONSTRUCTION PVT LTD


AUTHORISED SIGNATORY

2) Malay Sengupta
Alipore Police Court.
Kol-27.

Signed and Delivered by the within named **Developer** in the presence of:

Ranjan Chakraborty
22. P.A.S. Road,
Kol-700033

Merlin Projects Limited

Authorised Signatory

Drafted by me as per
declaration Endowment
by the parties.

Ko C. Varma
Advocate

High Court, Calcutta
W B/867/183.



REGISTRAR
OF ASSURANCES-IV, KOLKATA

25 MAY 2022

MEMO OF CONSIDERATION

RECEIVED from Merlin Projects Limited being the Developer herein a sum of Rs.21,000/- (Rupees Twenty One Thousand only) to each owner totaling to Rs.42,000/- (Rupees Forty Two Thousand only) by cheques as interest free refundable security deposit in terms of this Agreement.

1) Datta K. S.

22 P.A. S. Road

Kol. 33

2) Malay Sengupta.

Alifare Police Cut.
K-1-27.

WATERMELON REALCON PVT LTD
ARMLET CONSTRUCTION PVT LTD


AUTHORISED SIGNATORY

Signature of Owners



✓

ADDL. REGISTRAR
OF ASSURANCES-IV, KOLKATA
5 MAY 2022

FINGER IMPRESSIONS OF HAND



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

Name: RAJKUMAR DEY

Signature:



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

Name: MAYANK PERIWAL

Signature:



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

Name:

Signature:



ADDL REGISTRAR
OF ASSURANCES-IV, KOLKATA
5 MAY 2022

=====

DATED THIS DAY OF 2022

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DEVELOPMENT AGREEMENT

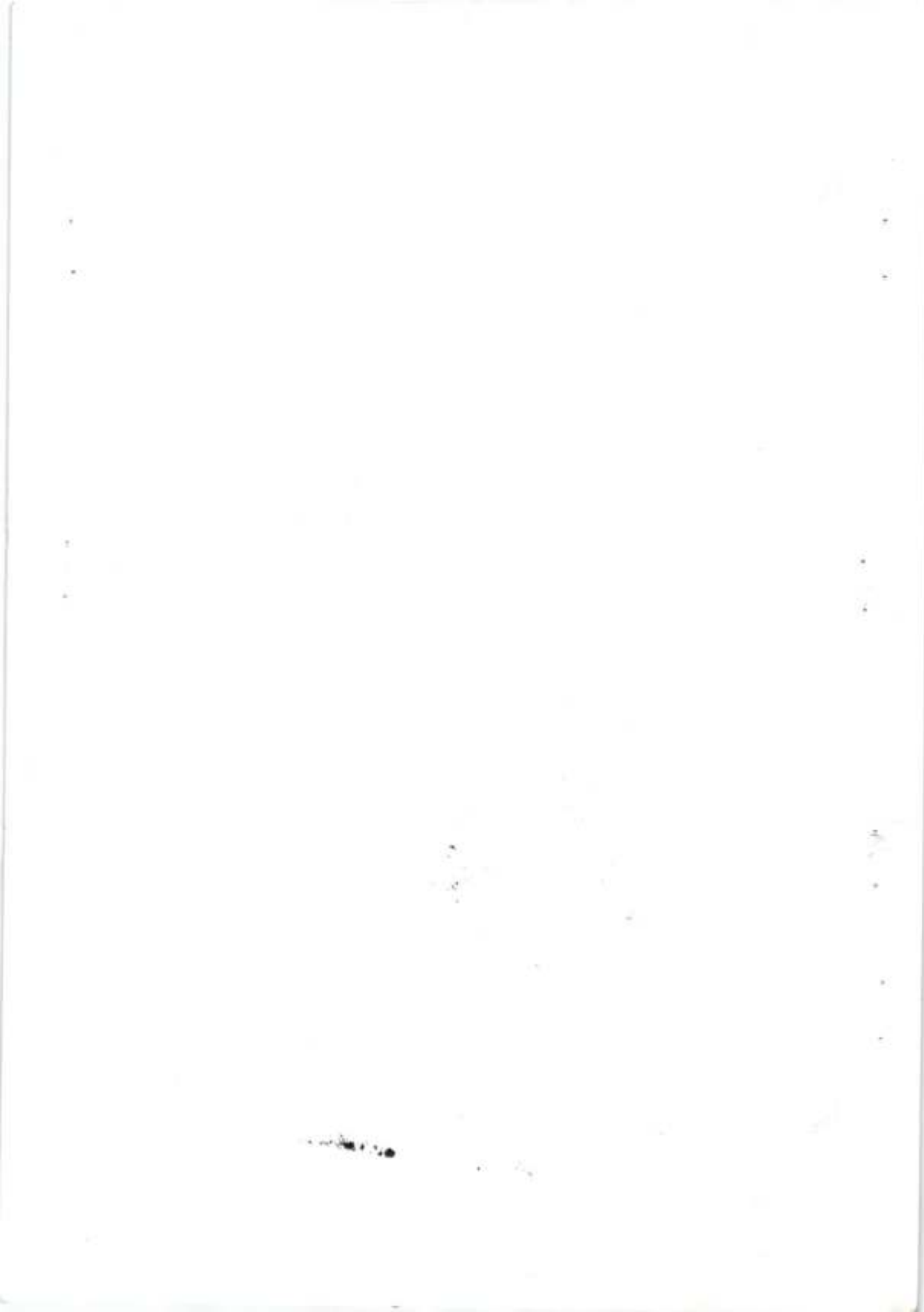
BETWEEN

WATERMELON REALCON PVT LTD
&
ARMLET CONSTRUCTION PVT LTD

A N D

MERLIN PROJECTS LTD.

Re: Land at Mouza Chapna, under
various Dag Nos. P.S. Technocity,
North 24 Parganas, Kolkata: 700 135



Major Information of the Deed

Deed No :	I-1904-07614/2022	Date of Registration	05/05/2022
Query No / Year	1904-2001285844/2022	Office where deed is registered	
Query Date	28/04/2022 8:11:12 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8334980846, 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 : 42,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 69,19,155/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 525/- (Article:E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chhapna, JI No: 35, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-143 (RS :-)	LR-1712	Bastu	Bastu	14.1246 Dec	1/-	63,56,070/-	Property is on Road
L2	LR-144 (RS :-)	LR-1746	Bastu	Bastu	1.2513 Dec	1/-	5,63,085/-	Property is on Road
		TOTAL :			15.3759Dec	2 /-	69,19,155 /-	
		Grand Total :			15.3759Dec	2 /-	69,19,155 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	WATERMELON REALCON PRIVATE LIMITED 1, Abdul Hamid Street, City:- , P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 , PAN No.:: AAxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	ARMLET CONSTRUCTIONS PRIVATE LIMITED Village Langolpota, City:- , P.O:- Bishnupur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 , PAN No.:: AAxxxxxx3N,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	MERLIN PROJECTS LIMITED 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: AAxxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Raj Kumar Dey (Presentant) Son of Mr Dilip Kumar Dey Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office	Photo  May 5 2022 12:43PM	Finger Print  LTI 05/05/2022	Signature  05/05/2022
22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: BSxxxxxx1C, Aadhaar No: 66xxxxxxx8204 Status : Representative, Representative of : WATERMELON REALCON PRIVATE LIMITED (as Authorized Signatory), ARMLET CONSTRUCTIONS PRIVATE LIMITED (as Authorized Signatory)				
2	Name Mr Mayank Periwal Son of Mr Kamal Kumar Periwal Date of Execution - 05/05/2022, , Admitted by: Self, Date of Admission: 05/05/2022, Place of Admission of Execution: Office	Photo  May 5 2022 12:42PM	Finger Print  LTI 05/05/2022	Signature  05/05/2022
22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: DJxxxxxx2G, Aadhaar No: 84xxxxxxx7344 Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Authorized Signatory)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ranjan Chakraborty Son of S Chakraborty 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033	 05/05/2022	 05/05/2022	 05/05/2022
Identifier Of Mr Raj Kumar Dey, Mr Mayank Periwal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	WATERMELON REALCON PRIVATE LIMITED	MERLIN PROJECTS LIMITED-7.0623 Dec
2	ARMLET CONSTRUCTIONS PRIVATE LIMITED	MERLIN PROJECTS LIMITED-7.0623 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	WATERMELON REALCON PRIVATE LIMITED	MERLIN PROJECTS LIMITED-0.62565 Dec
2	ARMLET CONSTRUCTIONS PRIVATE LIMITED	MERLIN PROJECTS LIMITED-0.62565 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chhapna, JI No: 35, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 143, LR Khatian No:- 1712	Owner:ওয়াটারমেলন রিয়েলকন গ্রা পিমিটেড ., Gurdian:পক্ষে ডাইরেক্টর, Address:নিজ , Classification:ভাঙ্গা, Area:0.07000000 Acre,	WATERMELON REALCON PRIVATE LIMITED
L2	LR Plot No:- 144, LR Khatian No:- 1746		Seller is not the recorded Owner as per Applicant.

On 05-05-2022

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.

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

Presented for registration at 12:36 hrs on 05-05-2022, at the Office of the A.R.A. - IV KOLKATA by Mr Raj Kumar Dey

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 69,19,155/-

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

Execution is admitted on 05-05-2022 by Mr Raj Kumar Dey, Authorized Signatory, WATERMELON REALCON PRIVATE LIMITED, 1, Abdul Hamid Street, City:- , P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069; Authorized Signatory, ARMLET CONSTRUCTIONS PRIVATE LIMITED, Village Langolpota, City:- , P.O:- Bishnupur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Identified by Mr Ranjan Chakraborty, , Son of S Chakraborty, 22, Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Service

Execution is admitted on 05-05-2022 by Mr Mayank Perwal, Authorized Signatory, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Identified by Mr Ranjan Chakraborty, , Son of S Chakraborty, 22, Prince Anwar Shah Road, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 525/- (B = Rs 420/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 441/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 29/04/2022 7:41PM with Govt. Ref. No: 192022230017647271 on 29-04-2022, Amount Rs: 441/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 710660029 on 29-04-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,021/-

Description of Stamp

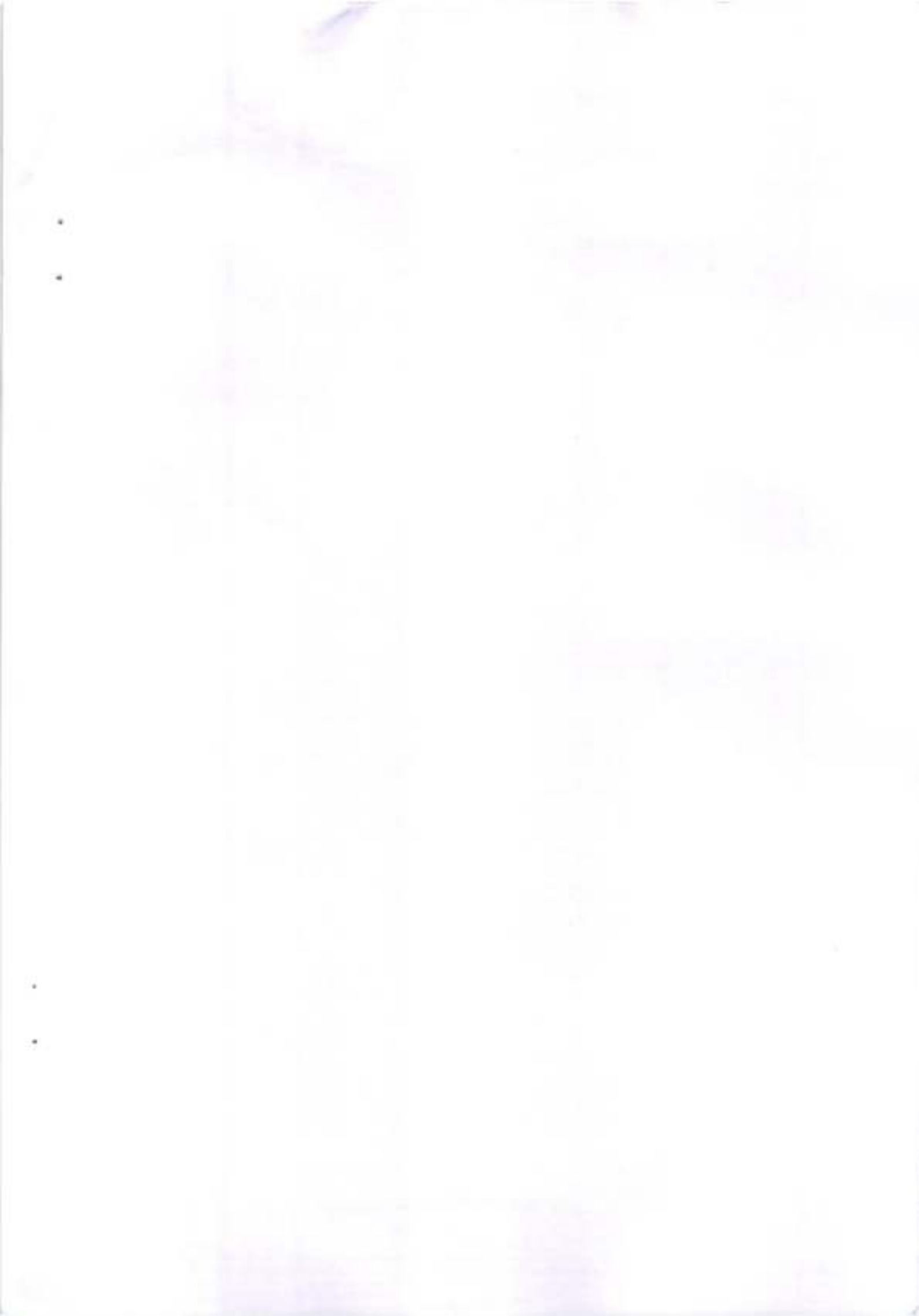
1. Stamp: Type: Impressed, Serial no 322, Amount: Rs.100/-, Date of Purchase: 02/04/2022, Vendor name: J Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 29/04/2022 7:41PM with Govt. Ref. No: 192022230017647271 on 29-04-2022, Amount Rs: 10,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 710660029 on 29-04-2022, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 551067 to 551096

being No 190407614 for the year 2022.



Digitally signed by MOHUL
MUKHOPADHYAY

Date: 2022.05.12 16:54:31 +05:30

Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/05/12 04:54:31 PM

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.

(This document is digitally signed.)