



Serial No. 10209 Date 28-03-16  
Name  
Address  
Rs. 150/-

**BABI DAS**  
Advocate  
Allpore Police Court  
Kolkata-700027

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**A. K. PURKAYASTHA (Stamp Vendor)**  
Allpore Police Court, Kol-27



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MERLIN PROJECTS LTD.  
BULAND BARTER PVT. LTD.  
PANGHAT AGENCY PVT. LTD.

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Authorised Signatory

(**RALPH SANGHVI**)



1586

**Holding Centre Private Ltd.**

*[Handwritten signature]*

**CHANDAN KUMAR** Director



Sub-Registrar  
Registrar 157(2) of  
Registration Act 1908  
Allpore, South 24 Parganas

17 MAY 2016



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Sagar Das  
S/O Shyam Sundar Das  
22 Prince Anwar Shah Road  
Kolkata - 700033  
Service

**AND**

**(1) M/S. MERLIN PROJECTS LTD.** (PAN: AACCM0505B), a company incorporated under the Companies Act, 1956 having its Registered Office at No.79, Shambhunath Pandit Street, Kolkata 700020 and Corporate Office at 22, Prince Anwar Shah Road, Kolkata - 700 033, **(2) M/S. BULAND BARTER PVT. LTD.** (PAN:AABCB0625J), a company incorporated under the Companies Act, 1956 having its Registered Office at 22, Prince Anwar Shah Road, Kolkata - 700 033, **(3) M/S. PANGHAT AGENCY PRIVATE LIMITED** (PAN:AAECP9879K), a company incorporated under the Companies Act, 1956, having its registered office at 33A, Chandranath Chatterjee Street, Kolkata - 700 025, all represented by one of its Authorized Signatory **MR. RACHIT KUMAR D SANGHVI** (PAN: AHSPD3491P) , son of Mr. Dinesh Bhai Sanghvi, hereinafter referred to the **DEVELOPERS/PARTIES OF THE SECOND PART** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or nominee or nominees and/or assigns), of the **SECOND PART**.

**AND**

**M/S HOLDING CENTER PVT LTD.** (PAN:AAACH6284N), a Private Limited Company incorporated under the Companies Act, 1956 having its registered office at 87, Lenin Sarani, P. O. & P. S. Taltala, Kolkata - 700 013, represented by one of its Director **MR. RAJIV KANKARIA** (PAN:AAACE5734C), son of Late Dilip Chand Kankaria, by occupation Business, faith Hindu, Citizen of India, working for gain at 87, Lenin Sarani, P. O. & P. S. Taltala, Kolkata



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- 700 013, hereinafter referred to the **FACILITATOR/PARTY OF THE THIRD PART** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or nominee or nominees and/or assigns), of the **THIRD PART**.

**WHEREAS:**

- A) The Parties of the First Part is the absolute Owner in respect of land measuring about 13.09 Decimal together with structures situated thereon and are otherwise entitled to deal with the same, which is more fully described in the **PART ONE OF SECOND SCHEDULE** hereunder written and hereinafter referred to as the '**Said Property**'.
- B) The Party of the Second Part being reputed Developers, 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 the multistoried building/s mainly for residential purpose, in accordance with the plan to be sanctioned by the Madharat Gram Panchayat and/or concerned authority and as per the specification agreed with the parties of the First Part herein.
- C) The Party of the Third Part is known to both the parties i.e. Owner and Developers, and has played a key role in facilitating the Joint Development between the Owner and Developers, hereinafter referred to as the '**Facilitator**'

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



  
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**ARTICLE - I**  
**DEFINITION**

- 1 In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning:
- 1.1 **"SAID PROPERTY"** shall mean All That 13.09 Decimal of land which is a part of said project (more fully and particularly described in the Part One of the **PART ONE OF SECOND SCHEDULE** hereunder written).
- 1.2 **"SAID PROJECT"** shall mean the SAID PROPERTY and other such adjoining Land more or less as morefully described in the **PART TWO OF SECOND SCHEDULE** hereunder written and delineated in the plan annexed hereto duly bordered thereon in 'Pink', which are shall be jointly developed as one project, divided into phases.
- 1.3 **"OWNER"** shall mean the above said TANMOY DEY son of Late Sri Subodh Chandra Dey residing at residing at Vill. & Post - Madarat, Paschim Para, P. S. Baruipur, Dist. 24 Parganas (South), including his heirs, executors, legal representatives, administrators and/or assigns.
- 1.4 **"DEVELOPERS"** shall mean the above said three companies jointly **(1) M/S MERLIN PROJECTS LTD., (2) M/S BULAND BARTER PVT. LTD. (3) M/S PANGHAT AGENCY PRIVATE LIMITED.** including its successor or successors-in-office and/or nominee or nominees and/or assigns).



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- 1.5 **"FACILITATOR"** shall mean the above said **M/S HOLDING CENTER PVT LTD.** including its successor or successors-in-office and/or nominee or nominees and/or assigns).
- 1.6 **"ALLOCATION"** shall mean, the constructed area, car parking space, to be allotted to all the three parties, as per the agreed ratio, including proportionate undivided share in the common area, amenities and facilities in the proposed building/s to be constructed at the "Said Property is forming a part of said project".
- 1.7 **"SPECIFICATION"** shall mean the specifications of the material to be used for the construction of the new building/s, common area, amenities and facilities to be provided in the said Complex, which is more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- 1.8 **"BUILDING PLANS"** shall mean the plans to be caused to be sanctioned by the Developers from time to time from the Madarat Gram Panchayat for development of the said project or part thereof and include all modifications and/or alterations made thereto from time to time by the Developers.
- 1.9 **"NEW BUILDINGS"** shall mean several buildings and structures to be constructed by the Developers on the said project.



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- 1.10 **"SAID COMPLEX"** shall mean the cluster of building/buildings to be constructed on the said project" and / or the 'Said Adjacent Properties', including the common area, as earmarked for the common purpose.
- 1.11 **"UNITS"** shall mean flats, apartments, shops, showrooms, retail-spaces and other constructed spaces in the New Buildings at the Project Land capable of being exclusively held used occupied or owned by a person.
- 1.12 **"PARKING SPACES"** shall mean the open and covered spaces in the Said Complex expressed or intended by the Developers to be used for parking of motor cars, two wheelers, etc.
- 1.13 **"SALEABLE AREAS"** shall mean Units, Parking Spaces, terraces attached to Units, and other areas in the Said Complex capable of being transferred independently or as appurtenant to any Unit and shall also include any area, signage right, or other right/privilege in the Said Complex capable of being commercially exploited or transferred for money And wherever the context so permits or intends shall also include the proportionate undivided share in the land comprised underneath the respective New Buildings attributable to any Unit.
- 1.14 **"TRANSFEREES"** shall include the person/s desirous of owning or acquiring the Saleable Areas in the said complex.
- 1.15 **"COMMON AREAS"** shall mean and include the areas in the said complex as be expressed or intended by the Developers



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for common use of the Owner, the Developers and the Facilitator and the Transferees and/or for sections of Transferees on block-wise, user-wise or other basis and in such manner and to such extent as the Developers may deem fit and proper at its sole discretion. It being clarified that it shall be within the rights of the Developers at any time before the completion of construction of a particular Phase of Project to include or exclude any Common Areas so as to form part of or not to form part of such Phase of Project.

1.16 **"COMMON AMENITIES"** shall mean and include the amenities facilities and installations in the said complex as be expressed or intended by the Developers for common use of the Owner, the Developers and the Facilitator and the Transferees and/or for sections of Transferees on block-wise, user-wise or other basis and in such manner and to such extent as the Developers may deem fit and proper at its sole discretion. It being clarified that it shall be within the rights of the Developers at any time before the completion of construction of a particular Phase of Project to include or exclude any Common Amenities so as to form part of or not to form part of such Phase of Project.

1.17 **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining up-keeping and administration of the Said Complex and in particular the Common Areas and Common Amenities of a particular Phase; rendition of common services in common to the Transferees of such Phase; collection and disbursement of



  
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the Common Expenses of the Transferees of such Phase; regulating mutual rights, obligations and liabilities of the Transferees of such Phase; and dealing with the matters of common interest of the Transferees of such Phase.

- 1.18 **"COMMON EXPENSES"** shall mean and include all fees, costs, charges and expenses to be incurred for the Common Purposes.
- 1.19 **"EXTRAS AND DEPOSITS"** shall mean the amounts that may be fixed by the Developers for providing Common Amenities in the Said Complex and payable by the Transferees in terms hereof, as mentioned in clause 9.4 and herein below.
- 1.20 **"PROJECT"** shall mean (a) development of the "Said Project" into a Said Complex and making the same fit for habitation, (b) sale and transfer of all the Saleable Areas in the Said Complex in favour of Transferees, and (c) all acts deeds and things to be done or caused to be done in respect thereof as per the terms of this Agreement.
- 1.21 **"PHASES"** or **"PHASE"** or **"PHASE-WISE"** shall mean the different stages in which the Project shall be undertaken by the Developers in terms hereof Provided.
- 1.22 **"SHARING RATIO"** shall mean as agreed between all the parties, to share total the constructed area to be shared between the Owner, Developers and Facilitator, in the new building/s, to be constructed on the 'Said Project' along with the car parking space, common areas and facilities to be



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provided therein as morefully described in the Article XI herein under.

1.23 **"PARTY"** The term or expression Party according to the context refers to the Owner or the Developers or the Facilitator and the term or expression 'Parties' refers to the Owner, Developers and the Facilitator jointly.

1.24 **"FORCE MAJEURE"** shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement including the following events:

1.24.1 Fire, flood, earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities or Act of God;

1.24.2 Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;

1.24.3 Interruption in the supply of utilities required in the Project for a period in excess of 7(Seven) continuous days;

1.24.4 Injunctions/orders of any government, civic bodies, Madarat Gram Panchayat or any other statutory bodies or other authorities restraining the implementation of the Project not on account of any Default of the Developers;

1.24.5 changes in law, notifications and/or government orders materially affecting the continuance or implementation



  
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of the Project;

#### **INTERPRETATIONS:**

- 1.25 In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 1.26 The paragraph heading and clause titles appearing in this agreement are for reference only and shall not affect the construction or interpretation of any terms hereof.
- 1.27 A singular word includes the plural, and vice versa.
- 1.28 A word which suggests one gender includes the other genders.
- 1.29 A Clause includes sub-clause/s, if any, thereof.
- 1.30 If a word has been defined, another part of speech of such word shall have the corresponding meaning.
- 1.31 All schedules and annexure form an integral part of these presents.

#### **ARTICLE – II**

##### **REPRESENTATIONS AND ASSURANCE BY THE OWNER**

- 2 At or before entering into this agreement the Owner have



  
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assured and represented to the Developers as follows:

- 2.1 That the Owner are the absolute Owner of the entirety of the 'Said Property' having a marketable title in respect thereof.
- 2.2 That excepting the said Owner nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Property'.
- 2.3 That the 'Said Property' is free from all encumbrances, charges, liens, lispendense, attachments, trusts, whatsoever or howsoever.
- 2.4 That the Owner have continued to remain in possession of the 'Said Property' without any interruption or disturbance and/or claim on any part of the 'Said Property' by any person and/or persons.
- 2.5 That the Owner have full power and authority to enter into this agreement to develop, then sell, transfer and/or deal with the 'Said Property' and the Owner have not entered into any agreement for sale, transfer lease and/or development, nor has created any third party's interest into or upon the 'Said Property' or any part or portion thereof.
- 2.6 That all municipal rates, taxes, khazna and other outgoings payable in respect of the 'Said Property' upto the date of execution of this agreement have been paid and/or shall



  
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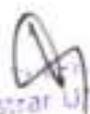
be paid by the Owner and the Owner have agreed to keep the Developers its successor and/or successors saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings.

- 2.7 That there is no suit or legal proceeding pending before any courts nor there is any threat of any legal proceedings being initiated against the Owner in respect of the entirety of the 'Said Property' on any account whatsoever or howsoever.
- 2.8 That there is no notice of acquisition or requisition pending in respect of the 'Said Property' or any portion thereof within the knowledge of the Owner.
- 2.9 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developers have prima-facie accepted the title of the Owner, but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and/or rectified entirety at their own efforts and cost.

**ARTICLE – III**  
**COMMENCEMENT OF AGREEMENT**

- 3 This agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.



  
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**ARTICLE - IV**  
**DEVELOPMENT RIGHTS**

4 The Owner hereby grants subject to what has been hereunder provided exclusive right to the Developers to develop the 'Said Property' by demolishing the old buildings structures/sheds standing at present if any and to construct the new building/s thereon solely at its own costs and expenses in accordance with the plan to be sanctioned by the concerned authorities with or without any amendment and/or modifications thereof made or caused to be made by the Developers hereto.

4.1 All applications, plans and other permissions as may be required by the Developers for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developers on behalf of the Owner at their own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owner, and the Developers shall pay and bear all fees including architect's fees, charges and expenses required to be paid or deposited for development of the 'Said Property which is a part of the said project' and has agreed to indemnify and keep indemnified the Owner from and against all actions, suits, proceedings, fines, penalties, any fees payable to architect/structural engineer etc. and all costs, charges, expenses and damages incurred or suffered by the Owner.

4.2 Nothing in these presents shall be construed a demise or



  
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assignment or conveyance in law by the Owner for the 'Said Property' or any part thereof to the Developers or creating any right, title or interest in respect thereof to the Developers, unless so mentioned, other than an exclusive license to the Developers to **commercially exploit or develop** the same in terms hereof and to deal with the Developers' allocation in the new building/sin the manner hereinafter stated.

#### **ARTICLE - V**

#### **PLAN - PERMISSIONS**

- 5.1 For the purpose of undertaking the development of the '**Said Property**' which is a part of 'said project', the Developers shall prepare or cause to be prepared a map or plan and for the aforesaid purpose shall engage an architect of repute and before submission of the plan to the concerned authority for sanction, the Developers shall obtain prior approval of the Owner and in the event of the Owner desiring to make certain amendments and/or modifications to the said plan and if the same is found to be reasonable and accepted by the parties hereto in consultation with the architect appointed for the said purpose, the same shall be incorporated in the said plan and the Developers undertakes and assures the Owner to cause the said plan to be sanctioned within a period of 12 (Twelve) months from the date of this agreement, subject to clear marketable title of the 'Said Property which is apart of the said project'.



  
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- 5.2 The Developers shall obtain permissions, clearances, approvals and/or sanctions including the ULC from all the concerned authorities, as may be necessary and/or required for obtaining sanction of the said plan and shall be entitled to and agrees to make payment of the sanction fee and other amounts payable to all the concerned authorities for sanction of the said plan.
- 5.3 Unless prevented by circumstances beyond its control, the Developers has further assured it will cause the plan to be sanctioned for construction of a new building/s within a period of **12(Twelve) months** from the date of execution of this Agreement and the development of the 'Said Project' which includes the 'Said Property' will be completed in all respects within a period of **8(Eight) years**, Including a grace period of 1(One) year, if required, from the date of obtaining the sanction plan and all other necessary permissions, clearances and approvals to commence the construction work, and time in this regard to be treated as the essence of the contract.

## **ARTICLE – VI OBLIGATIONS**

### **6.1 The Developers shall:**

- 6.2 Take all necessary steps for obtaining all permissions, clearances and sanctions and as may be necessary / required and shall do all acts, deeds and things required by any statute, and to comply with the lawful requirements of all the authorities for the



  
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development of the 'Said Project' which includes the 'said Property' which is a part of the 'Said Project'.

- 6.3 Remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owner, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- 6.4 Remain responsible for any accident and/or mishap taking place while undertaking demolition of the existing structures at the 'Said Project' which includes the 'said Property' and also while constructing erecting and completing the said new building/s and/or buildings in accordance with the said plan and has agreed to keep the Owner, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- 6.5 Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the development of the 'Said Project' which includes the 'said Property', in accordance with the said plan.
- 6.6 Not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the "Said Project" which includes the 'said Property' or any part or portion thereof.



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- 6.7 Not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction erection and completion of the said new building/s.
- 6.8 To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance of the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developers to be paid performed and observed.
- 6.9 It shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the Building Plan and the terms and conditions mentioned hereof and conforming to the specifications as mentioned in **THIRDSCHEDULE** written hereunder.
- 6.10 The Developers 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 Developers for any work, dispute, accident or injury to such persons in the course of the proposed development on the 'Said Project' which includes the 'said Property'. The



  
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Developers 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 Complex'. No liability or demand or compensation of any kind shall be foisted on the Owner

- 6.11 The Developers shall extend all co-operation as and when required for joining as part in the Sale Deed in respect of flats out of Owners' allocation in the proposed project. If however, the owners do not require the Developers to join as party to such Agreement for Sale or Sale Deed of Owners' allocated flats, with their prospective purchaser or purchasers in such case, however, the Owner shall be bound to forward a copy of such Agreement and also the Sale Deed to the Developers for their record.

#### **ARTICLE – VII SECURITY DEPOSIT**

- 7.1 That simultaneously with the execution of this Agreement, the Developers paid to the Owner an interest free refundable security deposit of Rs.5,00,000/- (Rupees Five Lacs Only), which the Owner acknowledge to have received as per the Memo appearing hereinafter.

- 7.2 It has been agreed between the parties that the aforesaid security deposit shall be refunded by the



  
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Owner to the Developers in the following manner:

- 7.2.1 50% of the security deposit to be refunded at the time of completion of super structure of the proposed building/s to be constructed on the 'Said Project' which includes the 'said Property'
- 7.2.2 Balance 50% of the security deposit shall be refunded before taking possession of Owners' allocation area.
- 7.3 Time for payment shall always be the essence of the contract.

#### **ARTICLE – VIII**

#### **PHASE WISE CONSTRUCTION AND COMPLETION**

- 8.1 It is agreed between the parties that, the Developers will be entitled to do the development work of the 'Said property which is a part of said project' which is a part of the 'Said Project' in phase wise manner, as deemed fit and proper by the Developers.
- 8.2 It is further agreed between the parties that the Developers shall complete the development of the 'Said property which is a part of said project' which is a part of the 'said project', in all respects, maximum within 8(Eight) years, inclusive of 1(One) year grace period, from the date of obtaining the sanction plan and all other required clearances, permissions and approvals from all the concerned authorities.
- 8.3 It is further agreed between the parties that, in case



  
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Developers fails to complete the project in all respects, as mentioned above, in such event Developers shall be liable to pay a compensation of Rs. 5/- (Rupees Five Only ) per sq ft. per month to the Owner for further delayed period, if any.

**ARTICLE – IX**  
**SPACE ALLOCATION**

9 In consideration of the above, it has been agreed by and between the parties hereto that the total saleable space in the said new building/s to be constructed, erected and completed in the 'Said Property' which is a part of said project', comprising of various apartments, units, commercial space, if any, and other constructed spaces, car parking spaces, shall be divided into three parts namely the Owners' allocation and the Developers' allocation.

9.1 **OWNER'S ALLOCATION** shall comprise of All That 21% of the constructed area, proportionate to the area constructed on the 'Said Property' which is apart of 'said project', together with proportionate undivided 21% share in the common areas, facilities, roof/terrace, car parking spaces (open and covered) and together with proportionate undivided 21% share in the land comprised in the 'Said Property' which is a part of 'said project', being and attributable to the Owner's allocation.

9.2 **DEVELOPERS' ALLOCATION** shall comprise of All That 78% of the constructed area, proportionate to the area constructed on the 'Said Property' which is a part of



  
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'said project', together with proportionate undivided 78% share in the common areas, facilities, roof/terrace, car parking spaces (open and covered) and together with proportionate undivided 78% share in the land comprised in the 'Said Property' which is a part of 'said project', being and attributable to the Developers' allocation.

**9.3 FACILITATOR'S ALLOCATION** shall comprise of All That 1% of the constructed area, proportionate to the area constructed on the 'Said Property' which is a part of 'said project', together with proportionate undivided 1% share in the common areas, facilities, roof/terrace, car parking spaces (open and covered) and together with proportionate undivided 1% share in the land comprised in the 'Said Property is forming a part of said project', being and attributable to the Facilitator's allocation.

9.4 The Owner, Developers and the Facilitator shall be entitled to enter into agreements for sale, transfer and/or long term lease in respect of their allocation, but it shall be the obligatory on the part of the Owner, Developers and the Facilitators respectively to remain responsible whereby intending purchasers of their respective allocation shall be liable to contribute various amounts on account of the proportionate share and/or contribution towards the municipal rates, taxes, other outgoings, proportionately for the said flat/unit allocated to it including all amounts which may become payable on account of various amenities and facilities to be provided for the development of the 'Said Property' which is a part of 'said project'



  
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and/or the said complex including the electric substation and/or meters for providing the electricity, hereinafter referred to as '**Extra Development Charge (EDC)**).

- 9.5 Apart from the above said the Owner, Developers and the Facilitators shall also be responsible and liable for payment of the corpus fund and advance maintenance charges payable proportionately to their respective allocation area. In the event, if the Owner, Developers and the Facilitator, deciding to retain for themselves, any of the flats, units, apartments, constructed spaces and car parking spaces then and in that event they shall be liable to pay and contribute the proportionate amounts as mentioned herein above, for such area retained by them.
- 9.6 The parties hereto from time to time shall mutually work out the marketing strategy and shall ensure that there is uniformity in the price at which each of the parties hereto shall sell and transfer their respective allocations.
- 9.7 All agreements, documents, deeds, papers etc. pertaining to the sale/transfer/creation of any manner of interest/right in any part or portion of the Said Project and/or the undivided interest in the said Property shall be in terms of the drafts prepared and approved by the Developer.
- 9.8 Notwithstanding anything stated hereinbefore that the Owner, Developers and Facilitator shall be entitled to assign



  
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their right title and interest with respect to their Allocation to any Third Party/Parties by way of mortgage or absolute transfer, however such third party shall be bound by the terms mentioned herein.

**ARTICLE – X**  
**OWNER'S OBLIGATIONS**

**10 The Owner have agreed:**

10.1 To produce all the title related documents, as and when required by the Developers, for verification of the same, before the various authorities against the proper receipt thereof Original Deed will be kept in escrow to be held jointly by the Owner and the Developers.

10.2 The Owner have further agreed, that subsequent to obtaining the sanction plan, execution of Supplementary Agreement between Owner, Developers and facilitator, recording their respective allocation space in the proposed development, and upon completion of ground floor, roof, the Owner shall deposit the original title documents necessary for obtaining the construction finance/loan by the Developers from any bank or financial institution.

10.3 To co-operate with the Developers in all respect for development of the 'Said Property' which is a part of 'said project' which is a part of the 'Said Project' in terms of this agreement. However in discharging such co-operation, no liability shall be fastened on the Owner.

10.4 For the purpose of obtaining all permissions approvals



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and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developers to undertake construction of the new building and/or buildings in accordance with the said plan.

10.5 To execute one or more Registered Power of Attorney, in favour of the Developers or its representative/s, as may be required for the development of the 'Said Property which is a part of the' said project'.

10.6 That after the plans are sanctioned and the Supplementary Agreement is executed for recording all parties allocation area, the Owner and the Facilitator shall execute a registered Power of Attorney, for booking, selling and transferring their allocation area .

**10.7 The Owner have further agreed:**

10.7.1 Not to cause any interference or hindrance in the development of the 'Said Project' by the Developers.

10.7.2 Not to do any act, deed or thing whereby the Developers is prevented from selling, assigning or disposing of any portion of the Developers. Allocation.

10.7.3 Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the 'Said property which is a part of the said project'.

10.7.4 That they shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of



  
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the ownership/title to the 'Said Property which is a part of the said project'.

**ARTICLE – XI**  
**DEFAULT AND REMEDIES**

11 If the Developers fails to obtain all the necessary permissions, clearances, approvals and sanction of the proposed plans, within the specified period, the Owner shall grant a grace period of 6 months to the Developers for obtaining, pending clearances, approvals, permissions and sanction plan to commence the construction work.

11.1 It is agreed between the Owner, Developers and Facilitator that if for any unforeseen reasons and/or circumstances, attributed to the Owner, the Developers could not obtain the sanction plan and/or necessary approvals, clearances, permissions, in such event the Developers shall be entitled to cancel this agreement, and the Owner shall be responsible and liable for refunding the security amount paid till date, to the Developers within 60(Sixty) days of cancellation of the agreement. Till the said security deposit amount along with interest @ 16% (Sixteen percent only) accrued thereupon, is not refunded by the Owner to the Developers, the 'Said Property is forming a part of said project' shall remain in charge with the Developers.

11.2 It is agreed between the Owner, Developers and the Facilitator, that similarly if the project could not start for the reason and /or circumstances, attributable to the



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Developers, in such case, the Owner shall be entitled to cancel this agreement, and the Owner shall be responsible and liable for refunding the security amount paid till date, without any interest thereupon, to the Developers within 60 (Sixty) days of cancellation of the agreement. Till the said security deposit amount, is not refunded by the Owner to the Developers, the 'Said Property is forming a part of said project' shall remain in charge with the Developers.

- 11.3 Unless prevented by circumstances beyond its control, if the Developers shall commit any default and/or breaches, for any of the terms and conditions herein contained on the part of the Developers to be observed and/or complied with, and further in the event, if the Developers fails to complete the development of the 'Said Property is forming a part of said project', within the stipulated time as mentioned under Clause 8.2 , hereinbefore then and in that event without prejudice to any of the risk, claims, contentions which the Owner may have against the Developers, the Developers shall be liable and has agreed to pay to the Owners a sum of Rs.5/- per sq ft. per month only on the owner allocation area which the developers could not make possession off and which was not sold/conveyed to any Third party, as and by way of predetermined liquidated damages on the unsold area until such time the balance construction work is completed. Alternatively, the said compensation amount may be adjusted and / or appropriated out of the said Security Deposit Amount paid by the Developers. PROVIDED HOWEVER if the default shall continue more



  
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than a period of 12 (twelve) months, from the date of Completion, then in addition to such damages the Owner shall be entitled to take over the remaining works (hereinafter referred to as the REMAINING WORKS) and to cause the same to be completed through some other person and/or agencies as the Owner shall deem fit and proper and in the event of the Owner taking over such remaining works all costs, charges and expenses incurred by the Owner in completing the said remaining works, the same shall be paid borne and discharged by the Developers and until such time all amounts are fully paid and/or discharged in respect of the said remaining works, the Developers shall not be permitted or allow any person and/or persons to occupy any part of the said Developers' Allocation.

**ARTICLE - XII**  
**PROJECT DECISIONS**

12 The Developers shall, in the best interest of the Project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following:

12.1 Nature of development: Residential or Mix- use.

12.2 Materials to be used for the Project.

12.3 The name of the Project.



  
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**ARTICLE -XIII**  
**PROCEDURE**

13 Simultaneously upon execution and registration of this agreement, the Owner shall execute a Registered Power of Attorney in favour of the Developers and/or its representative/s for the purpose of obtaining necessary permission approvals and sanctioned from different authorities in connection with the development of the 'Said Project' which includes the 'said property' and construction of the new building/s and also for pursuing and following up the matter with the various statutory authorities like Urban Land (Ceiling and Regulation) Act, 1976, West Bengal Fire & Emergency Services, West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 and other statutory authorities.

13.1 Immediately upon the Developers obtaining the sanction plan and all other necessary permissions, clearances, approvals for the Development of the Said Property which is forming a part of said project, the Developers shall be entitled to demolish the existing structures if any through its contractors and all salvage materials shall belong to the Developers, and the Developers shall be entitled to deal with and dispose of the salvage as they deem fit and proper.

13.2 It is agreed between the Owner, Developers and Facilitator that during the construction period, the Developers shall only be liable for making the payment of all the Municipal rates, taxes and all other outgoings



  
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including the khazna in respect of the 'Said Property' which is a part of the 'said project', till handing over the respective allocation area to all the parties.

- 13.3 It is agreed between the parties that the Owner shall execute a Registered Power of Attorney in favour of the Developers' and/or its representative/s for the purpose of sale rights for Owner's as well as Developers' allocations.

#### **ARTICLE - XIV BUILDING**

14. The Developers shall at its own costs and efforts shall construct, erect and complete the New Building/s to be constructed for the development of the 'Said Project' which includes of the 'said project', in accordance with the said plan and further as per the specification described in the **THIRD SCHEDULE** hereunder written with first class materials as may be certified by the Architect, and the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto.

14.1 The Developers shall be authorized in the name of the Owner in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement steel bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the proposed New Building/s and other inputs and facilities



  
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required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developers or its representative/s as Power of Attorney and other authorities as shall be required by the Developers. Power of Attorney shall remain in force until the Completion of the said project and handover to the association.

**ARTICLE -XV  
FORCE MAJEURE**

15. The delay occurring due to any 'Force Majeure' event shall be excluded for computing the timelines stipulated in this Agreement. The Developers shall be entitled to corresponding extension of time for the days lost due to the factors stated above. No extension of timelines stipulated shall be allowed without confirmation in writing from the Owner as time is an essence of the Contract.

**ARTICLE - XVI  
OWNER'SINDEMNITY**

16. The Owner hereby undertake that the Developers shall be entitled to the development of the 'Said Project' which includes the 'said property' and shall enjoy its allocated space without any interference and/or disturbance PROVIDED the Developers performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.



  
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17. The Owner shall not do any act, deed or thing whereby the Developers shall be prevented from construction and completion of the said New Building/s.

**ARTICLE - XVII**  
**DEVELOPERS' INDEMNITY**

18. The Developers hereby undertakes to keep the Owner indemnified and indemnify the Owner against all Third party claims and actions arising out of any sort of act or omission of the Developers in or relating to the construction of the said building.
- a. The Developers hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developers' action with regard to the development of the 'Said Property' which is a part of 'said project' and/or in the matter of construction of the said Building/s and/or for any defect therein.
  - b. If any accident or mishap takes place during construction until completion of the new building/s whether due to negligence or otherwise of the Developers, the Architect or their labour or contractors, the same shall be on account of the Developers and the Owner shall be fully absolved of any liability or claim thereof or there from.
  - c. The Developers hereby undertakes that without prior written permission of the Owner's, the Developers shall



  
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not assign and/or transfer this Development Agreement to any whatsoever.

**ARTICLE - XVIII**  
**MISCELLANEOUS**

19. The Owner shall be entitled to depute and/or keep at the site one of its employee / authorized representative who shall be responsible to the Owner till such time the project is completed PROVIDED HOWEVER such employee / representative of the Owner, shall not in any way interfere with the progress of the work at the 'Said Project'. However, the Owner shall only be responsible for any payment/fees to such employee /representative.

18.1 The Owner and the Developers have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to construe a partnership between the Developers and the Owner.

18.2 It is agreed between the parties that, if each party will be marketing and selling their respective allocation space in the project, in such event the Owner will not be liable to share any expenses incurred by the Developers, for marketing and advertisement.

However, in case of joint sales, the parties shall be responsible and liable to share the expenses @ 5% of sale consideration incurred by the Developers for marketing and advertisement, proportionately to their ratio in the project.



  
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18.3 It is understood that from time to time to facilitate the development of the 'Said Project which includes the said project' which is a part of the 'Said Project' by the Developers, various deeds, matters and things not herein specified may be required to be done by the Developers and for which the Developers may need the authority of the Owner, and various applications and other documents may be required to be signed or made by the Owner, related to which specified provisions may not have been mentioned herein, the Owner herein undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional Power(s) of Attorney and/or authorization as may be required by the Developers for the purpose and the Owner also undertake to sign and execute all such additional applications and documents as the case may be PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner as and/or go against the spirit of this Agreement.

18.4 Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to have been served upon the other party if sent by pre-paid registered post with acknowledgement due to at the aforesaid addresses.



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18.5 Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owner of the 'Said Property' is forming a part of said project' or any part thereof to the Developers or as creating any right title or interest in respect thereof in the Developers other than in exclusive license to the Developers to commercially exploit the same in terms hereof PROVIDED HOWEVER the Developers shall be entitled to borrow money from any Bank or Banks without creating any financial liability on the Owner or affecting its interest in the 'Said Property is forming a part of said project' and it being expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developers shall keep the Owner indemnified against all actions suits proceedings and costs charges and expenses in respect thereof and similarly the Owner shall also be entitled to create a charge (subject to the terms and conditions herein contained) in respect of the Owner Allocation and the Owner shall be entitled to borrow any amount as the Owner deem fit and proper IT BEING EXPRESSLY AGREED AND UNDERSTOOD by and between the parties hereto that in the event of such borrowing the party borrowing any amount shall alone be liable and/or responsible for repayment thereof and the other party will not be liable and/or responsible for the same.



  
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- 18.6 After the completion of the project, the Owner of all the apartments, units shall form an Association, and all the parties hereto shall cause each of the Apartment /Unit Owner to whom they would transfer their respective right, title and interest out of their respective allocation area, to compulsory become a member of such Association. After formation of the Owner's Association, the Board of Management thereof shall be entitled to delegate the day to day function of the Association and/or shall be entitled to appoint any agency/agencies for maintenance purpose.
- 18.7 To abide by such rules, regulations and bye laws, as may be made applicable by the Developers for maintenance of the said complex, before the formation of the Holding Organization, and subsequently after the Holding Organization is incorporated, to comply with and/or adhere to all such rules, regulations and bye laws of such Holding Organization and /or Association.
- 18.8 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this Agreement to any other person and/or persons without the consent of the other party, in writing.
- 18.9 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agree to hold in confidence and shall not disclose in any manner to any Third party



  
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or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.

**The foregoing shall not apply if:-**

- i) Such information is in the public domain through no fault of the disclosing Party;
- ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
- iii) Such information was furnished to the receiving party by a Third party as a matter of right without restriction on disclosure.

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



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- 18.11 The signatory executing this Agreement on behalf of the Owner, Developers and Facilitator, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner, Developers and Facilitator, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 18.12 It is agreed between the parties that in future if Developers acquire and/or develop any neighboring and/or adjacent property, and if requires the Developers shall amalgamate such neighboring/adjacent property with the 'Said Property which is forming a Part of said project' for an integrated development and/or shall be entitled to provide the right of access to such properties, so acquired or to be developed, without creating any financial liability to the Owner, and further reducing the Owner's allocation area, as agreed under this JDA, for the proposed development.
- 18.13 The Owner, Developers and Facilitator, after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever



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directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owner, Developers and Facilitator and in their behalf.

#### **ARTICLE- XIX**

##### **INDEMNITY**

20. All the Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against any party on account of any willful act or omission on the part of the other party or on account of any failure on the part of any party to discharge its liabilities/ obligations herein save and except in case of force majeure.

#### **ARTICLE - XX**

##### **GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE RESOLUTION**

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



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**ARTICLE - XXI**  
**ARBITRATION**

22. **ARBITRATION:** All disputes and differences by and between the parties hereto relating to or arising out of this Agreement or any act, deed or thing done or to be done in pursuance hereof shall be referred to the arbitration of sole arbitrator and the award made by such Arbitrator shall be final conclusive and binding on the parties hereto. Such arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrators shall have the powers to proceed summarily and make interim awards. The arbitration proceeding shall be conducted in English language and at Kolkata.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(CHAIN OF TITLE)**

- A. One Nilmoni Pal was the recorded owner in respect of a piece and parcel land measuring about 6 Decimal situated within Dag No. 11082 and 11083 under Khatian no. 2009 under Mouza – Barulpur.
  
- B. While seized and possessed of the said land, said Nilmoni Pal by virtue of registered deed of conveyance dated 26.11.1965 sold and conveyed and transferred 6 Decimals of land situated within Dag No. 11082 and 11083 in favour of Shyam Sundar Dey, Subodh Chandra Dey and Tarak Dey on valuable consideration and the said deed was duly registered



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before the A.D.S.R. Baruipur, South 24 Parganas, in Book No. 1, Volume No. 145, Pages 22 – 24, being no 10626 for the year 1965.

- C. One Jugal Kishor Dey with Rajani Kanta Dey & Ors were the recorded Owner in respect of the 5 Decimals land situated within Dag No. 11084 within Khatian No. 1384.
- D. While seized and possessed of the same one of the co-Owner namely Jugal Kishor Dey by virtue of a registered deed of conveyance dated 7.12.1990 being Deed No. 6976 duly registered in the office of A.D. S.R. Baruipur, 24 Parganas (South), in Book No. I, Volume No. 104, Pages from 236 to 239 sold conveyed and transferred a piece and parcel of 2.5 Decimals of land situated within Dag No. 11084 in favour of Subodh Chandra Dey, Shyam Sundar Dey and Tarak Dey who thus became the joint owner thereof.
- E. Other portion of 2.5 Decimals land in Dag No. 11084 which is on record owner of Rajani Kanta Dey, Jamjini Bala Dey and Pravash Chandra Dey.
- F. Said Jamini Bala Dey gifted her 50 percent share out of her 1/3rd share of 2.5 Decimals land in R.S. Dag No. 11084 by virtue of a gift deed being no. 7653 for the year 1992 registered before A.D.S.R. – Baruipur, South 24 Parganas to 1. Subodh Chandra Dey, 2. Shyam Sundar Dey and 3. Tarak Dey.



  
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- G. One Rashbihari Dey, Kanai Lal Dey and Patit Paban Dey were originally recorded joint Owner of piece and parcel of land measuring about 13 decimals situated within Dag No. 11086.
- H. And said Kanai Lal Dey while in peaceful possession and enjoyment on his 1/3 share, died intestate living behind him his two sons namely (1) Kailash Nath Dey, (2) Kedarnath Dey, and his wife namely Prasadibala Dasi as surviving legal heirs who jointly inheritate the "Said Property which is forming a part of the said project" and since then are in Possession thereof.
- I. While seized and possessed of this said piece and parcel of land measuring about 4.33 decimals in Dag No. 11086, said Kailash Nath Dey, Kedar Nath Dey and Prasadi Bala Dey by virtue of a registered deed of conveyance dated 14.08.1963 sold, conveyed and transfer the same in favour of Subodh Chandra Dey, Shyam Sundar Dey and Tarak Dey on valuable consideration and the said deed was duly registered before the A.D.S.R. - Baruipur, South 24 Parganas in book no. 1, volume no. 122, pages 124 being no. 9534 for the year 1963.
- J. Said Patit Paban Dey and his mother Kali Tara Dey while jointly seize and possessed of the said land measuring about 4.33 decimals being his undivided 1/3rd share out of 13 Decimals of land situated within Dag No. 11086 by virtue of a registered deed of conveyance dated 25.09.1963 sold, conveyed and transferred the same in favour of Subodh Chandra Dey, Shyam Sundar Dey and Tarak Dey on valuable



  
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consideration and the said deed was duly registered before the A.D.S.R -Baruipur, South 24 Parganas in book no. 1, volume no. 125, pages 164 - 166 being no. 10405 for the year 1963.

K. The land transferred through sale deed Vide Deed No. 6976 for the year 1990 before the Additional District Sub - Registrar - Baruipur, South 24 Parganas in book no. I, volume no. 104, page no. 236 to 239 infavour of 1) Sri Subodh Chandra Dey, 2) Sri Shyam Sundar Dey and 3) Sri Tarak Nath Dey all are sons of Late Rajani kant Dey residing at Village and Post - Madarhat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas, referred as purchaser from 1) Sri Jugal kishor Dey son of Bipin Chandra Dey residing at Village and Post - Madarhat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas is the owner as well as vendor of measuring land area 7.49 Decimals more or less comprising in R.S. Dag No. 11035 and 11044 under the Khatian No. 5089, R.S. Dag No. 11049 under the Khatian No. 1384 of Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

L. The land transferred through gift deed Vide Deed No. 7653 for the year 1992 before the Additional District Sub Registrar - Baruipur in Book No.I , Volume No. 87, Pages 251 - 255 in favour of 1) Subodh Chandra Dey, 2) Tarak Nath Dey and 3) Shyam Sundar Dey all are sons of Late Rajani kant Dey residing at Village and Post - Madarhat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas, are referred as Donee from Jaminibala Dey wife of Late



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Nityananda Dey, residing at Village and Post – Madarhat, P.S. - Baruipur, Mouza – Baruipur, South 24 Parganas the owner as well as doner of the land measuring area more or less 16.67 Decimal more or less comprised in R.S. Dag No. 11035 and 11044 under the Khatian 5089, R.S. Dag No. 11041, 11043, 11042, 11051 and 11041/11909 under the Khatian No. 1011, R.S. Dag No. and 11049 under the Khatian No. 1384 of Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District – South 24 Parganas .

M. The land transferred through sale deed Vide Deed No. 2170 for the year 1988 before the Additional District Sub Registrar – Baruipur in Book No. I, CD Volume No. 31, Pages 447 – 454 in favour of 1) Sri Subodh Chandra Dey, 2) Sri Tarak Nath Dey and 3) Sri Shyam Sundar Dey all are sons of Late Rajani kant Dey residing at Village and Post – Madarhat, P.S. - Baruipur, Mouza – Baruipur, South 24 Parganas, referred as Purchasers from HaricharanDey son of Abinash Chabdra Dey the owner as well as vendor residing at Village and Post – Madarhat, P.S. - Baruipur, Mouza – Baruipur, South 24 Parganas of the land measuring area more or less 3.58 Decimal more or less comprising in R.S. Dag No. 11035 and 11044 under the Khatian 5089, R.S. Dag No. 11043, 11041, 11051, 11041/11909 under the Khatian No. 1011, R.S. Dag No. 11042 under the khatian No. 1012, of Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District – South 24 Parganas.



  
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- N. Subodh Chandra Dey became the absolute owner of more or less 13.09 decimal land in respect of Dag nos. 11035, 11041, 11042, 11043, 11044, 11049, 11082, 11083, 11084, 11086, 11041/ 110909.
- O. While the said Subodh Chandra Dey was seized and possessed the land admeasuring about more or less 13.09 decimal according to his Share, he died leaving behind his widow namely Mrs. Irabati Dey and five daughters namely Nabanita Pal, Kabita Pal, Pritika Marik, Sanjukta Maity, Sampa Dutta respectively and one son namely Tanmoy Dey as his legal heirs and successors thus the above mention legal heirs became owners 1/7th share equally of above mentioned land.
- P. While having possession of the above mentioned property the co-sharers namely Mrs. Irabati Dey, Nabanita Pal, Pritika Marik, Sanjukta Maity, Sampa Dutta respectively having 1/7th share each of the property except the dag no 11086 transferred their right, title interest by a registered deed of gift dtd09.04.2012, to Tanmoy Dey, recorded in the Books of I, Volume No. 11, Pages 3444 to 3459, Being No. 3506 for the year 1912, at ADSR Baruipur. Now Tanmoy Dey being the owner of 6/7 share of the property except the dag no 11086, being in possession of the property and paying Pachayat tax regularly.
- Q. While Tanmoy Dey enjoying the 5/7th right over the above mentioned property except the dag no 11086. The co-



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Alipore, South 24 Parganas  
**17 MAY 2016**

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shares namely Mrs. Irabati Dey, Nabanita Pal, Pritika Marik, Sanjukta Maity, Sampa Dutta respectively now decided to transfer their right over the dag no 11086 to Tanmoy Dey by a registered gift deed, subsequently before the registered gift deed can be executed Nabanita Pal died interstate leaving behind her two daughters namely Papiya Dutta and Piu Saha respectively as her legal heirs, as her husband predeceased her. So Papiya Dutta and Piu Saha became the co-sharers of the 1/7 share jointly. Now Mrs. Irabati Dey, Pritika Marik, Sanjukta Maity, Sampa Dutta, Papiya Dutta and Piu Saha decided to transfer their respective share over Dag No 11086 to Tanmoy Dey via a registered Deed of gift, which was subsequently executed and was recorded in books of ADSR Barulpur being Book No I, Volume No1611 - 2015, Pages 104534 to 104554, Being No 09779 for the year 2015.

P. While Tanmoy Dey was enjoying his 6/7th Share over the total above mentioned property for long time and paying tax according to the Modarat Gram panchayat very recently Tanmoy Dey's sister namely Kabita Pal showed her interest to transfer her 1/7th Share of the above mentioned property to Tanmoy Dey via Registered Gift of Deed. Tanmoy Dey being the co-Sharer of 6/7th share of the property accepted to execute the Gift deed in his favour by Kabita Pal, giving him her 1/7th share over the above mentioned property. The same was executed by Kabita Pal to Tanmoy Dey before the ADSR Barulpur and recorded in book no I, Volume No1611 - 2015, Pages 102086 to 102115, Being No 9386



  
DISTRICT SUB-REGISTRAR  
Registered U/S 7(2) of  
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for the year 2015. Now Tanmoy Dey is the absolute owner of the above mentioned property possessing the property and paying it Pachayat Tax regularly.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART ONE**

**('SAID PROPERTY')**

**ALL THAT** the piece and parcel of land measuring 13.09 decimals more or less at Mouza - Baruipur, J.L no. 31, under Madarat Gram Panchayat, Post office - Madarat Battala, Police Station - Baruipur, Sub-Registry Office Baruipur, District: 24 Parganas (South).

<b>Plot No.</b>	<b>Khatian No.</b>	<b>Area In decimal</b>
11044	5089	0.14
11035	5089	4.43
11042	1012	0.06
11041	1012	0.144
11043	1012	0.70
11041/11909	1012	0.234
11049	1384	1.25
11084	1384	1.25
11086	2009	2.88
11083	2009	1.00
11082	2009	1.00
<b>Total Land more or less</b>		<b>13.09</b>



*[Signature]*  
District Sub-Registrar,  
Registrar U/S 7(2) of  
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Alipore, South 24 Parganas

**17 MAY 2016**

**PART TWO**  
**('SAID PROJECT')**

**ALL THAT** the piece and parcel of land measuring 718.787 decimals more or less at Mouza - Baruipur, J.L. no 31, under Madarat Gram Panchayat, Post office - Madarat Battala, Police Station - Baruipur, Sub-Registry Office Baruipur, District - 24 Parganas (South), details area RS/LR Dag numbers and nature are mentioned below:-

<u>Plot No:</u>	<u>Project Area:</u>	<u>Nature</u>
11021	09 decimals	Danga
11022	14 decimals	Panboroj
11024	16 decimals	Danga
11025	12 decimals	Panboroj
11029	5.327 Decimals	Sali
11032	05 decimals	Sali
11033	31 decimals.	Danga.
11034	34 decimals	Sali
11035	58 decimals.	Danga.
11036	34 decimals.	Panboroj.
11037	15 decimals.	Danga
11041	05 decimal.	Panboroj.
11042	10 decimals.	Danga.
11043	18 decimals.	Panboroj.
11044	02 decimals.	Doba.
11045	07 decimals.	Danga.
11046	29 decimals	Danga
11047	08 decimals.	Danga.
11048	05 decimals.	Danga.
11049	05 decimals.	Panboroj.
11050	06 decimals	Danga.
11051	06 decimals	Doba
11052	06 decimals	Danga
11053	06 decimals.	Danga.
11054	22 decimals.	Danga.
11055	07 decimals.	Danga.
11036/11915	02 decimals.	Panboroj.
11041/11909	06 decimals.	Danga.
11074	05 decimals	Danga
11078	11 decimals	Danga



District Sub-Registrar  
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Allpore, South 24 Parganas

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11079	06 decimals	Danga
11080	10 decimals	Panboroj
11081	06 decimals.	Danga.
11082	03 decimals	Bagan
11083	03 decimals	Bagan
11084	05 decimals	Panboroj
11085	11 decimals	Danga
11086	13 decimals	Danga
11087	05 decimals.	Panboroj.
11088	17 decimals	Doba/Danga
11089	15 decimals	Danga
11090	20 decimals.	Danga.
11091	32 decimals	Doba
11092	08 decimals.	Danga.
11093	08 decimals.	Danga.
11094	04 decimals.	Danga
11095	06 decimals.	Danga
11096	07 decimals.	Danga
11097	13 decimals.	Danga
11098	07 decimals.	Danga
11105	08 decimals	Sali
11258	05 decimals.	Sali
11259	28 decimals.	Sali
11273	6.59 decimals	Panboroj
11274	08 decimals	Danga
11275	21 decimals	Pukur
11276	17 decimals	Bagan
11277	7 decimals	Panboroj
11280	5.87 decimals	Sali
11286	8 decimals	Danga
11287	6 decimals	Panboroj

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**TOTAL = 718.787 Decimals**



*[Signature]*  
DISTRICT SUB-REGISTRAR  
Registrar U/S 21 of  
Registration Act 1908  
Alipore, South 24 Parganas

**37 MAY 2016**

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATIONS)**

- Foundation : R.C.C foundation resting on cast -in-situ reinforced concrete bonded piles, as may be recommended by the Structural Engineer and Soil Test Agency.
- Structure : Earthquake resistant RCC framed structure.
- Water Supply : 24 - hours filtered water supply.
- Electrical : Provision for adequate light points inside the flats and common areas.  
Adequate power points for the installation of modern gadgets in every room.  
Provision for Geyser point in bathrooms  
Provision for Telephone & T.V in Living and master bedroom.  
Modular switches of reputed brand.  
Safety equipment such as M.C.B for all flats.
- Wiring : Concealed copper wiring, inside the flat and aluminium cable for outside, as may be recommended by the consultant.
- Wall Finish : Interior - Smooth putty or POP finished walls.  
Exterior - Combination of antifungal and textured paint.
- Flooring & Dado : Glazed vitrified tiles for living room, dining room & bedrooms.



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DISTRICT SUB-REGISTRAR-  
REGISTRAR U/S 17(2) OF  
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Allpore, South 24 Parganas  
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		Kitchen/Toilet floors to be made with heavy duty mat finish ceramic/vitrified tiles.
Toilet	:	Good quality ceramic tiles of a reputed brand (up to lintel height). White porcelain sanitary ware of reputed brand (Hindware / Parryware or equivalent).  CP fittings of a reputed brand with provision of Hot and cold water in shower area.
Door & Frame	:	Door frames made of seasoned and treated wood and good quality flush doors duly painted with quality hardware.
Window	:	Aluminium windows with glass panes.
Kitchen	:	Granite counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height.  Stainless steel Sink.

**THE FORTHSCHEDULE ABOVE REFERRED TO**  
**(COMMON FACILITIES AND AMENITIES)**

**Amenities**

- Elevators of reputed brand
- CCTV monitoring & surveillance system
- Water Filtration/Treatment Plant
- Optimum Power Backup for common area as well as flats.
- Children's Play Area
- Intercom
- Indoor Games Room
- Gymnasium



  
District Sub-Registrar - v  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**17 MAY 2016**

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

SIGNED AND DELIVERED BY THE PARTIES OF THE **FIRST PART** at Kolkata in the presence of :

1. Ranjan Chakraborty  
79, Shambhannath Pandit St.  
Kol - 20
2. Sagar Das  
22 Prince Anwar Shah Road  
Kolkata - 700033

*Ganmo 22*

**(FIRST PARTY)**

SIGNED AND DELIVERED BY THE PARTY OF THE **SECOND PART** at Kolkata in the presence of :

1. Ranjan Chakraborty
2. Sagar Das

MERLIN PROJECTS LTD.  
BULAND BARTER PVT. LTD.  
PANGHAT AGENCY PVT. LTD.

*Raj*  
Authorised Signatory

*(RAHIF SANGHVI)*

**(SECOND PARTIES)**

SIGNED AND DELIVERED BY THE PARTY OF THE **THIRD PART** at Kolkata in the presence of :

1. Ranjan Chakraborty.
2. Sagar Das

**Holding Centre Private Ltd.**

*Rajiv*  
**(RAJIV LAMUNAJA) Director**

**(THIRD PARTY)**

*Prepared by  
to Mr.  
Atif  
Acipore police Court  
Kolkata-23  
WB-613/2001*



District Sub-Registrar  
Registrar U/S 7(2) of  
Registration Act 1908  
Allpore, South 24 Parganas

**17 MAY 2016**

**MEMO OF CONSIDERATION**

Received from the above named Developers a sum of Rs.5,00,000/- (Rupees Five lacs only) as and by way of interest free security deposit as per the memo given below:

By RTGS – UTR No. IDIBHI5337479099

dtd. 3.12.2015 by Merlin Projects Ltd.

Rs. 2,00,000/-

By cheque No. 036004, Dated 17.05.2016

Drawn on AXIS BANK, Branch DALHOUSIE

By Merlin Projects Ltd.

Rs. 3,00,000/-

-----  
**Rs. 5,00,000/-**

=====

(Rupees Five Lacs only)

*Ganmoy De*

**(OWNERS)**

Witnesses:

1. *Rajon Chakraborty*

2. *Sagar Das*



  
District Sub-Registrar,  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**17 MAY 2016**

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	left hand					
	right hand					

Name: .....

Signature: *Janmay De*

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	left hand					
	right hand					

Name: *RACHIT SANGHVI*

Signature: *Rachit*

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

Name: *Rajiv Kanwarza*

Signature: *Rajiv*



  
District Sub-Registrar,  
Registrar U/S 7(2) of  
Registration Act 1908  
Alipore, South 24 Parganas

**17 MAY 2016**



Government of West Bengal

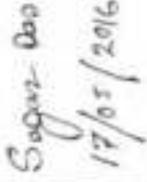
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16040000655433/2016

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri TANMOY DEY VILLAGE - MADARAT, PASCHIM PARA, P.O:- MADARAT, P.S:- Baruipur, Baruipur, District:-South 24- Parganas, West Bengal, India, PIN - 743610	Land Lord	 Tan		 9/15/16
2.0	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD, Pr Anwar Shah Road, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24- Parganas, West Bengal, India, PIN - 700033	Represent ative of Developer [BULAND BARTER PRIVATE LIMITED ]	 Rachit		 9/15/16
2.1	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD, Pr Anwar Shah Road, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24- Parganas, West Bengal, India, PIN - 700033	Represent ative of Developer [MERLIN PROJECT S LIMITED ]			



Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2.2	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD; Pr Anwar Shah Road, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Representative of Developer [PANGHAT AGENCY PRIVATE LIMITED]			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr RAJIV KANKARIA 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taltola, Kolkata. District:-Kolkata, West Bengal, India, PIN - 700013	Representative of Land Lord [HOLDING CENTER PRIVATE LIMITED]			 17/05/2016
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr SAGAR DAS Son of Mr SHYAM SUNDAR DAS 22. PRINCE ANWAR SHAH ROADTA, Pr Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Shri TANMOY DEY, Mr RACHIT KUMAR D SANGHVI, Mr RAJIV KANKARIA		 17/05/2016	

(Tridip Misra)

DISTRICT SUB-  
REGISTRAR

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





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Government of West Bengal

Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

W.B. FORM NO. 1504

Query No / Year	16040000655433/2016	Serial No/Year	1604003221/2016
Transaction id	0000884054	Date of Receipt	18/05/2016 12:32PM
Deed No / Year	I - 160403093 / 2016		
Presentant Name	Mr RACHIT KUMAR D SANGHVI		
Land Lord	Shri TANMOY DEY, HOLDING CENTER PRIVATE LIMITED		
Developer	MERLIN PROJECTS LIMITED , BULAND BARTER PRIVATE LIMITED , PANGHAT AGENCY PRIVATE 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 : 5,00,000/-]		
Total Setforth Value	Rs. 11/-	Market Value	Rs. 25,97,413/-
Stamp Duty Paid	Rs. 100/-	Stamp Duty Articles	48(g)
Registration Fees Paid	Rs. 0/-	Fees Articles	
Standard User Charge	583/-	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	A K Purakayastha	10209	28/03/2016	100/-

Other Fees Paid (Break up as below)

By Cash		Amount in Rs.
Standard User Charge		583/-

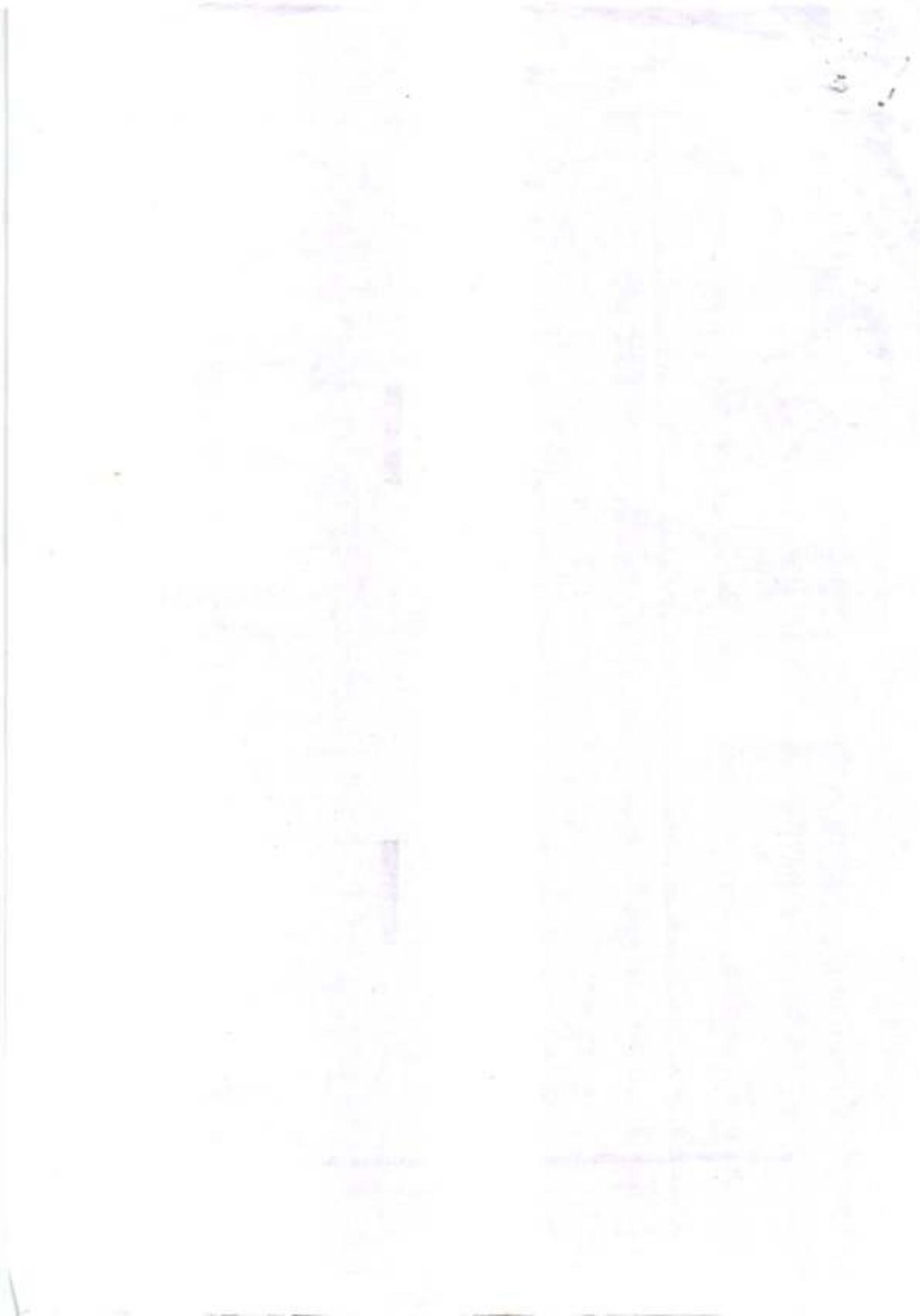
\*Total Amount Received by Cash Rs. 583/-

(Tridip Misra)  
DISTRICT SUB-  
REGISTRAR  
OFFICE OF THE D.S.R. -  
IV SOUTH 24-PARGANAS

S 2



South 24-Parganas, West  
Bengal



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

GRN: 19-201617-000534304-1 Payment Mode Online Payment  
GRN Date: 17/05/2016 15:49:15 Bank : Indian Bank  
BRN : IB17052016003614 BRN Date: 17/05/2016 16:01:27

DEPOSITOR'S DETAILS

Id No. : 16040000655433/1/2016  
(Query No./Query Year)

Name : MERLIN PROJECTS LTD  
Contact No. : Mobile No. : +91 9874792555  
E-mail :  
Address : 79 SAMBHU NATH PANDIT STREET KOLKATA 700020  
Applicant Name : Mr BAPI DAS  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 1

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16040000655433/1/2016	Property Registration- Registration Fees	0030-03-104-001-16	5542
2	16040000655433/1/2016	Property Registration- Stamp duty	0030-02-103-003-02	4921

In Words : Rupees Ten Thousand Four Hundred Sixty Three only

Total 10463





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

Query No / Year	16040000655433/2016	Query Date	16/05/2016 9:53:21 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	BAPI DAS		
Address	ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Advocate		
Other Details	Mobile No. : 9874792555		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 5,00,000/-]		
Set Forth value	Rs. 11/-	Total Market Value:	Rs. 25,97,413/-
Stampduty Payable	Rs. 5,021/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 5,542/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 100/-
Mutation Fee Payable	DLRS server does not return any information		
Remarks			



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11044 , RS Khatian No:- 5089	0.14 Dec	1/-	23,333/-	Proposed Use: Bastu, ROR: Doba, Property is on Road
L2	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11035 , RS Khatian No:- 5089	4.43 Dec	1/-	7,38,335/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L3	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11042 , RS Khatian No:- 1012	0.06 Dec	1/-	10,000/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L4	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11041 , RS Khatian No:- 1012	0.144 Dec	1/-	27,429/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
L5	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11043 , RS Khatian No:- 1012	0.7 Dec	1/-	1,33,334/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
L6	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11041/1190 9 , RS Khatian No:- 1012	0.234 Dec	1/-	39,000/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L7	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11084 , RS Khatian No:- 1354	1.25 Dec	1/-	3,14,286/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L8	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11086 , RS Khatian No:- 2009	2.88 Dec	1/-	6,33,600/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L9	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11083 , RS Khatian No:- 2009	1 Dec	1/-	2,20,000/-	Proposed Use: Bastu, ROR: Bagan, Property is on Road
L10	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11082 , RS Khatian No:- 2009	1 Dec	1/-	2,20,000/-	Proposed Use: Bastu, ROR: Bagan, Property is on Road
L11	District: South 24-Parganas, Thana: Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11049 , RS Khatian No:- 1384	1.25 Dec	1/-	2,38,096/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
Total			13.088 Dec	11/-	25,97,413/-	
Landlord Details						
Sl No.	Name & Address ( Organization )	Status	Execution And Admission Details	Other Details		
1	Shri TANMOY DEY Son of Late SUBODH CHANDRA DEY VILLAGE - MADARAT, PASCHIM PARA, Post Office: MADARAT, Baruipur, Baruipur, District:-South 24- Parganas, West Bengal, India, PIN - 743610	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AZNPD4183B,		
2	HOLDING CENTER PRIVATE LIMITED 87, LENIN SARANI, Lenin Sarani, Post Office: TALTALA, Taltola, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700013	Organization	Executed by: Representative,	PAN No. AAACH6284N,		



Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr RAJIV KANKARIA , DIRECTOR, HOLDING CENTER PRIVATE LIMITED 87, LENIN SARANI, Lenin Sarani, Post Office: TALTALA, Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAACE5734C,		HOLDING CENTER PRIVATE LIMITED
Developer Details				
Sl No.	Name & Address ( Organization )	Status	Execution And Admission Details	Other Details
1	MERLIN PROJECTS LIMITED 79, SAMBHUNATH PANDIT STREET, Sambhunath Pandit Street, Post Office: ELGIN ROAD, Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020	Organization	Executed by: Representative,	PAN No. AACCM0505B,
2	BULAND BARTER PRIVATE LIMITED 22, PRINCE ANWAR SHAH ROAD, Post Office: Tollygunge, Charu Market, District:- South 24-Parganas, West Bengal, India, PIN - 700033	Organization	Executed by: Representative,	PAN No. AABCB0625J,
3	PANGHAT AGENCY PRIVATE LIMITED 33A, CHANDRANATH CHATTERJEE STREET, Post Office: BHAWANIPORE, Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Organization	Executed by: Representative,	PAN No. AAACP9879K,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of



Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr RACHIT KUMAR D SANGHVI , AUTHORISED SIGNATORY, MERLIN PROJECTS LIMITED 79, SAMBHUNATH PANDIT STREET, Sambhunath Pandit Street, Post Office: ELGIN ROAD, Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700020; AUTHORISED SIGNATORY, BULAND BARTER PRIVATE LIMITED 22, PRINCE ANWAR SHAH ROAD, Post Office: Tollygunge, Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033; AUTHORISED SIGNATORY, PANGHAT AGENCY PRIVATE LIMITED 33A, CHANDRANATH CHATTERJEE STREET, Post Office: BHAWANIPORE, Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHSPD3491P,		MERLIN PROJECTS LIMITED , BULAND BARTER PRIVATE LIMITED , PANGHAT AGENCY PRIVATE LIMITED
Identifier Details				
Identifier Name & Address		Other Details	Identifier of	
Mr SAGAR DAS Son of Mr SHYAM SUNDAR DAS 22, PRINCE ANWAR SHAH ROADTA, Pr Anwar Shah Road, Post Office: Tollygunge, Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033		Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Shri TANMOY DEY, Mr RACHIT KUMAR D SANGHVI, Mr RAJIV KANKARIA	
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.0466667 Dec	33.3333
L1	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.0466667 Dec	33.3333
L1	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.0466667 Dec	33.3333



Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L2	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	1.47667 Dec	33.3333
L2	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	1.47667 Dec	33.3333
L2	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	1.47667 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L3	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.02 Dec	33.3333
L3	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.02 Dec	33.3333
L3	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.02 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L4	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.048 Dec	33.3333
L4	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.048 Dec	33.3333
L4	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.048 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L5	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.233333 Dec	33.3333
L5	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.233333 Dec	33.3333
L5	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.233333 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L6	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.078 Dec	33.3333
L6	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.078 Dec	33.3333
L6	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.078 Dec	33.3333



Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L7	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.416667 Dec	33.3333
L7	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.416667 Dec	33.3333
L7	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.416667 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L8	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.96 Dec	33.3333
L8	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.96 Dec	33.3333
L8	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.96 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L9	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.333333 Dec	33.3333
L9	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.333333 Dec	33.3333
L9	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.333333 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L10	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.333333 Dec	33.3333
L10	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.333333 Dec	33.3333
L10	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.333333 Dec	33.3333
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L11	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.416667 Dec	33.3333
L11	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.416667 Dec	33.3333
L11	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.416667 Dec	33.3333

For Information only



Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 29/06/2016
3. Standard User charge of Rs. 240/-(Rupees two hundred forty only) includes all taxes per transaction upto 17 (seventeen) pages and Rs 7/- (Rupees seven only) for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).

If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.

7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.





Government of West Bengal  
Directorate of Registration & Stamp Revenue  
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	1604000780/2016	Date of Application	17/05/2016
Query No / Year	16040000655433/2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr BAPI DAS		
Stampduty Payable	Rs.5,021/-		
Registration Fees Payable	Rs.5,542/-		
Applicant Name of the Visit Commission	Mr Ananga Mohan Roy		
Applicant Address	Alipore Police Court		
Place of Commission	22, PRINCE ANWAR SHAH ROAD, Pr Anwar Shah Road, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033		
Expected Date and Time of Commission	17/05/2016 1:00 AM		
Fee Details	J1: 250/-, J2: 350/-, PTA-J(2): 0/-, Total Fees Paid: 600/-		
Remarks			



## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD, Pr Anwar Shah Road, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Shri TANMOY DEY Son of Late SUBODH CHANDRA DEY VILLAGE - MADARAT, PASCHIM PARA, P.O:- MADARAT, P.S:- Baruipur, Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 743610 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AZNPD4183B,; Status : Individual; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Pvt. Residence
2	HOLDING CENTER PRIVATE LIMITED 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taitola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 PAN No. AAACH6284N,; Status : Organization; Represented by ( 1-2 ) representative as given below:-
1-2 (1)	Mr RAJIV KANKARIA 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taitola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAACE5734C,; Status : Representative; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Pvt. Residence



Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	MERLIN PROJECTS LIMITED 79, SAMBHUNATH PANDIT STREET, Sambhunath Pandit Street, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AACCM0505B.; Status : Organization
2	BULAND BARTER PRIVATE LIMITED 22, PRINCE ANWAR SHAH ROAD, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 PAN No. AABCB0625J.; Status : Organization
3	PANGHAT AGENCY PRIVATE LIMITED 33A, CHANDRANATH CHATTERJEE STREET, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 PAN No. AAACP9879K.; Status : Organization; Represented by their ( 1-3 ) representative as given below:-
1-3 (1)	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD, Pr 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. AHSPD3491P.; Status : Representative; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Pvt. Residence

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr SAGAR DAS Son of Mr SHYAM SUNDAR DAS 22, PRINCE ANWAR SHAH ROADTA, Pr Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Shri TANMOY DEY, Mr RACHIT KUMAR D SANGHVI, Mr RAJIV KANKARIA	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11044 , RS Khatian No:- 5089	0.14 Dec	1/-	23,333/-	Proposed Use: Bastu, ROR: Doba, Property is on Road
L2	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11035 , RS Khatian No:- 5089	4.43 Dec	1/-	7,38,335/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L3	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11042 , RS Khatian No:- 1012	0.06 Dec	1/-	10,000/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L4	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11041 , RS Khatian No:- 1012	0.144 Dec	1/-	27,429/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
L5	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11043 , RS Khatian No:- 1012	0.7 Dec	1/-	1,33,334/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
L6	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11041/11909 , RS Khatian No:- 1012	0.234 Dec	1/-	39,000/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L7	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11084 , RS Khatian No:- 1354	1.25 Dec	1/-	3,14,286/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L8	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11086 , RS Khatian No:- 2009	2.88 Dec	1/-	6,33,600/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L9	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11083 , RS Khatian No:- 2009	1 Dec	1/-	2,20,000/-	Proposed Use: Bastu, ROR: Bagan, Property is on Road
L10	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11082 , RS Khatian No:- 2009	1 Dec	1/-	2,20,000/-	Proposed Use: Bastu, ROR: Bagan, Property is on Road
L11	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11049 , RS Khatian No:- 1384	1.25 Dec	1/-	2,38,096/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.0466667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.0466667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.0466667	33.3333
L2	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	1.47667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	1.47667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	1.47667	33.3333
L3	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.02	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.02	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.02	33.3333
L4	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.048	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.048	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.048	33.3333



Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L5	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.233333	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.233333	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.233333	33.3333
L6	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.078	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.078	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.078	33.3333
L7	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.416667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.416667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.416667	33.3333
L8	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.96	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.96	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.96	33.3333
L9	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.333333	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.333333	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.333333	33.3333
L10	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.333333	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.333333	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.333333	33.3333
L11	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.416667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.416667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.416667	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	BAPI DAS
Address	ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate



Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160403093 / 2016

Query No/Year	16040000655433/2016	Serial no/Year	1604003221 / 2016
Deed No/Year	I - 160403093 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr RACHIT KUMAR D SANGHVI	Presented At	Private Residence
Date of Execution	17-05-2016	Date of Presentation	17-05-2016

Remarks

On 17/05/2016

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

Presented for registration at 16:55 hrs on : 17/05/2016, at the Private residence by Mr RACHIT KUMAR D SANGHVI ,

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 25,97,413/-

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

Execution is admitted on 17/05/2016 by

Shri TANMOY DEY, Son of Late SUBODH CHANDRA DEY, VILLAGE - MADARAT, PASCHIM PARA, P.O: MADARAT, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, By caste Hindu, By Profession Business  
Indetified by Mr SAGAR DAS, Son of Mr SHYAM SUNDAR DAS, 22, PRINCE ANWAR SHAH ROADTA, Road: Pr Anwar Shah Road, , P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service

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

Execution is admitted on 17/05/2016 by

1. Mr RACHIT KUMAR D SANGHVI AUTHORISED SIGNATORY, MERLIN PROJECTS LIMITED, 79, SAMBHUNATH PANDIT STREET, Sambhunath Pandit Street, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RACHIT KUMAR D SANGHVI, Son of Mr DINESH BHAI SANGHVI, 22, PRINCE ANWAR SHAH ROAD, Road: Pr Anwar Shah Road, , P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By profession Business
2. Mr RACHIT KUMAR D SANGHVI AUTHORISED SIGNATORY, BULAND BARTER PRIVATE LIMITED, 22, PRINCE ANWAR SHAH ROAD, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Mr RACHIT KUMAR D SANGHVI, Son of Mr DINESH BHAI SANGHVI, 22, PRINCE ANWAR SHAH ROAD, Road: Pr Anwar Shah Road, , P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By profession Business
3. Mr RACHIT KUMAR D SANGHVI AUTHORISED SIGNATORY, PANGHAT AGENCY PRIVATE LIMITED, 33A, CHANDRANATH CHATTERJEE STREET, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Mr RACHIT KUMAR D SANGHVI, Son of Mr DINESH BHAI SANGHVI, 22, PRINCE ANWAR SHAH ROAD, Road: Pr Anwar Shah Road, , P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By profession

27/05/2016 Query No:-16040000655433 / 2016 Deed No :I - 160403093 / 2016, Document is digitally signed.



Business

Indetified by Mr SAGAR DAS, Son of Mr SHYAM SUNDAR DAS, 22, PRINCE ANWAR SHAH ROADTA, Road: Pr Anwar Shah Road, , P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service

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

Execution is admitted on 17/05/2016 by

Mr RAJIV KANKARIA DIRECTOR, HOLDING CENTER PRIVATE LIMITED, 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 Mr RAJIV KANKARIA, Son of Late DILIP CHAND KANKARIA, 87, LENIN SARANI, Road: Lenin Sarani, , P.O: TALTALA, Thana: Taltola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700013, By caste Hindu, By profession Business

Indetified by Mr SAGAR DAS, Son of Mr SHYAM SUNDAR DAS, 22, PRINCE ANWAR SHAH ROADTA, Road: Pr Anwar Shah Road, , P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service



(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS

South 24-Parganas, West Bengal

**On 18/05/2016**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,542/- ( B = Rs 5,489/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,542/-

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

1. Rs. 5,542/- is paid, by online on 17/05/2016 4:01PM with Govt. Ref. No. 192016170005343041 on 17-05-2016, Bank: Indian Bank ( IDIB000C001), Ref. No. IB17052016003614 on 17/05/2016, Head of Account 0030-03-104-001-16

**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 Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,921/-

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



1. Rs. 4,921/- is paid, by online on 17/05/2016 4:01PM with Govt. Ref. No. 192016170005343041 on 17-05-2016, Bank: Indian Bank ( IDIB000C001), Ref. No. IB17052016003614 on 17/05/2016, Head of Account 0030-02-103-003-02

#### Payment of Stamp Duty

##### Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 10209, Purchased on 28/03/2016, Vendor named A K Purakayastha.



(Tridip Misra)

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 1604-2016, Page from 86254 to 86329

being No 160403093 for the year 2016.



Digitally signed by TRIDIP MISRA  
Date: 2016.05.27 11:37:09 +05:30  
Reason: Digital Signing of Deed.

(Tridip Misra) 27-05-2016 11:37:07  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)



## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD, Pr Anwar Shah Road, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Shri TANMOY DEY Son of Late SUBODH CHANDRA DEY VILLAGE - MADARAT, PASCHIM PARA, P.O:- MADARAT, P.S:- Baruipur, Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 743610 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AZNPD4183B,; Status : Individual; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Pvt. Residence
2	HOLDING CENTER PRIVATE LIMITED 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 PAN No. AAACH6284N,; Status : Organization; Represented by ( 1-2 ) representative as given below:-
1-2 (1)	Mr RAJIV KANKARIA 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AAACE5734C,; Status : Representative; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Pvt. Residence



**Developer Details**

SL No.	Name, Address, Photo, Finger print and Signature
1	MERLIN PROJECTS LIMITED 79, SAMBHUNATH PANDIT STREET, Sambhunath Pandit Street, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 PAN No. AACCM0505B,; Status : Organization
2	BULAND BARTER PRIVATE LIMITED 22, PRINCE ANWAR SHAH ROAD, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 PAN No. AABC0625J,; Status : Organization
3	PANGHAT AGENCY PRIVATE LIMITED 33A, CHANDRANATH CHATTERJEE STREET, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 PAN No. AAACP9879K,; Status : Organization; Represented by their ( 1-3 ) representative as given below:-
1-3 (1)	Mr RACHIT KUMAR D SANGHVI 22, PRINCE ANWAR SHAH ROAD, Pr 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. AHSPD3491P,; Status : Representative; Date of Execution : 17/05/2016; Date of Admission : 17/05/2016; Place of Admission of Execution : Pvt. Residence

**B. Identifire Details****Identifier Details**

SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr SAGAR DAS Son of Mr SHYAM SUNDAR DAS 22, PRINCE ANWAR SHAH ROADTA, Pr Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Shri TANMOY DEY, Mr RACHIT KUMAR D SANGHVI, Mr RAJIV KANKARIA	

**C. Transacted Property Details****Land Details**

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11044 , RS Khatian No:- 5089	0.14 Dec	1/-	23,333/-	Proposed Use: Bastu, ROR: Doba, Property is on Road
L2	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11035 , RS Khatian No:- 5089	4.43 Dec	1/-	7,38,335/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L3	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11042 , RS Khatian No:- 1012	0.06 Dec	1/-	10,000/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L4	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11041 , RS Khatian No:- 1012	0.144 Dec	1/-	27,429/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
L5	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11043 , RS Khatian No:- 1012	0.7 Dec	1/-	1,33,334/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road
L6	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11041/11909 , RS Khatian No:- 1012	0.234 Dec	1/-	39,000/-	Proposed Use: Bastu, ROR: Danga, Property is on Road
L7	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11084 , RS Khatian No:- 1354	1.25 Dec	1/-	3,14,286/-	Proposed Use: Bastu, ROR: Pan Baroj, Property is on Road



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L8	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11086 , RS Khatian No:- 2009	2.88 Dec	1/-	6,33,600/-	Proposed Use: Bastu, ROR; Danga, Property is on Road
L9	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11083 , RS Khatian No:- 2009	1 Dec	1/-	2,20,000/-	Proposed Use: Bastu, ROR; Bagan, Property is on Road
L10	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11082 , RS Khatian No:- 2009	1 Dec	1/-	2,20,000/-	Proposed Use: Bastu, ROR; Bagan, Property is on Road
L11	District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur	RS Plot No:- 11049 , RS Khatian No:- 1384	1.25 Dec	1/-	2,38,096/-	Proposed Use: Bastu, ROR; Pan Baroj, Property is on Road

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.0466667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.0466667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.0466667	33.3333
L2	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	1.47667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	1.47667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	1.47667	33.3333
L3	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.02	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.02	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.02	33.3333
L4	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.048	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.048	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.048	33.3333



Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L5	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.233333	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.233333	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.233333	33.3333
L6	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.078	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.078	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.078	33.3333
L7	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.416667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.416667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.416667	33.3333
L8	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.96	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.96	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.96	33.3333
L9	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.333333	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.333333	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.333333	33.3333
L10	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.333333	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.333333	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.333333	33.3333
L11	Shri TANMOY DEY	MERLIN PROJECTS LIMITED	0.416667	33.3333
	Shri TANMOY DEY	BULAND BARTER PRIVATE LIMITED	0.416667	33.3333
	Shri TANMOY DEY	PANGHAT AGENCY PRIVATE LIMITED	0.416667	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	BAPI DAS
Address	ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate



Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160403093 / 2016

Query No/Year	16040000655433/2016	Serial no/Year	1604003221 / 2016
Deed No/Year	I - 160403093 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr RACHIT KUMAR D SANGHVI	Presented At	Private Residence
Date of Execution	17-05-2016	Date of Presentation	17-05-2016

Remarks

On 17/05/2016

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

Presented for registration at 16:55 hrs on : 17/05/2016, at the Private residence by Mr RACHIT KUMAR D SANGHVI ,

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 25,97,413/-

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

Execution is admitted on 17/05/2016 by

Shri TANMOY DEY, Son of Late SUBODH CHANDRA DEY, VILLAGE - MADARAT, PASCHIM PARA, P.O: MADARAT, Thana: Baruiপুর, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743610, By caste Hindu, By Profession Business  
Indetified by Mr SAGAR DAS, Son of Mr SHYAM SUNDAR DAS, 22, PRINCE ANWAR SHAH ROADTA, Road: Pr Anwar Shah Road, , P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service

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

Execution is admitted on 17/05/2016 by

1. Mr RACHIT KUMAR D SANGHVI AUTHORISED SIGNATORY, MERLIN PROJECTS LIMITED, 79, SAMBHUNATH PANDIT STREET, Sambhunath Pandit Street, P.O:- ELGIN ROAD, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Mr RACHIT KUMAR D SANGHVI, Son of Mr DINESH BHAI SANGHVI, 22, PRINCE ANWAR SHAH ROAD, Road: Pr Anwar Shah Road, , P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By profession Business
2. Mr RACHIT KUMAR D SANGHVI AUTHORISED SIGNATORY, BULAND BARTER PRIVATE LIMITED, 22, PRINCE ANWAR SHAH ROAD, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Mr RACHIT KUMAR D SANGHVI, Son of Mr DINESH BHAI SANGHVI, 22, PRINCE ANWAR SHAH ROAD, Road: Pr Anwar Shah Road, , P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By profession Business
3. Mr RACHIT KUMAR D SANGHVI AUTHORISED SIGNATORY, PANGHAT AGENCY PRIVATE LIMITED, 33A, CHANDRANATH CHATTERJEE STREET, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Mr RACHIT KUMAR D SANGHVI, Son of Mr DINESH BHAI SANGHVI, 22, PRINCE ANWAR SHAH ROAD, Road: Pr Anwar Shah Road, , P.O: TOLLYGUNGE, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By profession



Business

Indetified by Mr SAGAR DAS, Son of Mr SHYAM SUNDAR DAS, 22, PRINCE ANWAR SHAH ROADTA, Road: Pr Anwar Shah Road, , P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service

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

Execution is admittted on 17/05/2016 by

Mr RAJIV KANKARIA DIRECTOR, HOLDING CENTER PRIVATE LIMITED, 87, LENIN SARANI, Lenin Sarani, P.O:- TALTALA, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700013 Mr RAJIV KANKARIA, Son of Late DILIP CHAND KANKARIA, 87, LENIN SARANI, Road: Lenin Sarani, , P.O: TALTALA, Thana: Taltola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700013, By caste Hindu, By profession Business

Indetified by Mr SAGAR DAS, Son of Mr SHYAM SUNDAR DAS, 22, PRINCE ANWAR SHAH ROADTA, Road: Pr Anwar Shah Road, , P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By Profession Service



(Tridip Misra)

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

On 18/05/2016

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,542/- ( B = Rs 5,489/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,542/-

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

1. Rs. 5,542/- is paid, by online on 17/05/2016 4:01PM with Govt. Ref. No. 192016170005343041 on 17-05-2016, Bank: Indian Bank ( IDiB000C001), Ref. No. IB17052016003614 on 17/05/2016, Head of Account 0030-03-104-001-16

**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 Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,921/-

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



1. Rs. 4,921/- is paid, by online on 17/05/2016 4:01PM with Govt. Ref. No. 192016170005343041 on 17-05-2016, Bank: Indian Bank ( IDIB000C001), Ref. No. IB17052016003614 on 17/05/2016, Head of Account 0030-02-103-003-02

### Payment of Stamp Duty

#### Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 10209, Purchased on 28/03/2016, Vendor named A K Purakayastha.



(Tridip Misra)

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 1604-2016, Page from 86254 to 86329  
being No 160403093 for the year 2016.



Digitally signed by TRIDIP MISRA  
Date: 2016.05.27 11:37:09 +05:30  
Reason: Digital Signing of Deed.

(Tridip Misra) 27-05-2016 11:37:07  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)