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

AA 531486

*Compassionately
in accordance with
residence at 8-35
Durgam
11/10/18*

Debn
Addl. District Sub-Registrar
Baruipur, South 24 Parganas
12 OCT 2018

THIS DEVELOPMENT AGREEMENT is made this the 11th day of OCTOBER 2018

BETWEEN
AJNPD4183B

SHRI TANMOY DEY, (PAN: ~~AJNPD4183B~~), son of Late Subodh Chandra Dey, by occupation- Business, by faith- Hindu, Citizen of India, residing at Village & Post Office- Madarat Paschim Para, P.S.- Baruipur, Dist.-24 Parganas (South), hereinafter referred to as the "OWNER" (which expression shall unless and excluded by or repugnant to the context may deem to mean and include his heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**;

AND

Tanmoj De

*Chome m...
Development agreement
or Const. agreement
11/10/18
25735
11/10/18*

NO. 162644

23 JUN 2018

No.....Rs.....Date.....

Name:- ARJUN GOPE, Advocate

Address:- Alipur Police Court, Kol-27

Vendor:-.....

I. CHAKRABORTY

66, Dr. Rajendra Prasad Sarani
Kolkata-700 001

✓ tanmoy De
tanmoy De V-C-TIM 2094

BERLIN PROJECTS LTD.
PANGHATA AGENCY PVT. LTD.

[Signature]
Authorized Signatory

V-C-TIM 2095



Asst. District Sub-Registrar
Barruipur, South 24 Parganas

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Tanmoy De
to Sudhas De
Working for gain:-
22, Prince Anusudhan Chow.
Kolkata-33

(1) M/S. MERLIN PROJECTS LTD. (PAN: AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, P.O.- Tollygunge, P.S.- Charu Market, Kolkata- 700033, **(2) M/S. PANGHAT AGENCY PRIVATE LIMITED** (PAN: AAACP9879K), a company incorporated under the Companies Act, 1956 having its Registered Office at 33A, Chandranath Chatterjee Street, P.O. and P.S. Bhawanipore, Kolkata-700025, all represented by one of its Authorized Signatory **Mr. Rachit Sanghvi**, (PAN: AHSPD3491P), son of Mr. Dinesh Sanghvi, by occupation Service, by faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, hereinafter referred to the '**DEVELOPER**' (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;**

WHEREAS the Party of the First Part is the absolute Owner, seized, possessed and well sufficiently entitled to the various land parcels measuring about 15.082 decimals, comprised in various R. S. Dags, situated at Mouza - Baruipur, J. L. No. 31, P. S. Baruipur, District 24 Parganas (South) together with structures situated thereon. The full description of the land comprised in various dags are set out in **First Schedule** and chain of title, Ownership details are set out in **Second Schedule** appearing hereinafter and referred to as the '**Said Property**'.

AND WHEREAS Merlin Projects Ltd. (MPL) one of the developer herein is a renowned developer of the city as well as having its activity of development Pan India basis and as a part of its activity has developed and constructed land mark buildings in the city of Kolkata and its suburbs. Merlin Projects Limited has acquired various pieces and parcels of land at Mouza - Baruipur adjacent and contiguous to the land holding of the Party of the First Part.

AND WHEREAS Panghat Agency Private Ltd, the other developer herein is a developer as well and as a part of its activity developing real estate properties in the city of Kolkata and its suburbs. Panghat Agency Private Ltd has also acquired various pieces and parcels of land at Mouza - Baruipur adjacent and contiguous to the land holding of MPL and the Party of the First Part.

AND WHEREAS the Parties of the Second Part have jointly formulated a scheme to develop a low budget housing project for middle income group of people. To formulate the said Scheme in a better manner, the Parties of the Second Part have also approached



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adjacent plot owners for comprehensive development and formulation of the said scheme in two phase.

AND WHEREAS The Parties of the Second Part keeping in mind the implementation of the said Scheme in phased manner have earmarked a certain portion to be used and occupied as common passage for both the phase and Resident's Club.

AND WHEREAS Party of the First Part is willing to develop its 'Said Property' through the Developers herein in their Scheme of Phase - II.

AND WHEREAS in that process to implement the Phase - II of the aforesaid scheme the Parties of the Second Part and the Party of First Part have agreed to develop its 'Said Property' along with other land parcels of the developer and other land owners on the terms & conditions appearing hereinafter.

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

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 piece and parcel of land along with the structures standing thereupon and more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

1.2 **AREA ALLOCATION:** shall mean the constructed /saleable area and parking spaces to be shared by and between the parties herein in terms of this Agreement.

1.3 **PROJECT:** shall mean the design, development and construction of residential housing complex comprising of various self-contained independent flats/apartments, along with the car parking space, infrastructure, common areas, amenities and facilities, as may be planned by architect on the 'Said Property' with the other land parcels which are adjacent and contiguous to the '**Said Property**' as may be sanctioned by the concerned Municipal Authority/Panchayat/Zila Parishad Municipality.

1.4 **ENTIRE PROJECT:** shall mean the project of Residential Housing Complex on all that piece and parcel of 'Said Property' along/together with other land parcels, which are adjacent and contiguous to the 'Said Property' and / or have been acquired by the Developer.



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- 1.5 **ARCHITECT AND OTHER CONSULTANTS:** shall mean any person/s, agencies, to be appointed by the Developer as consultants for designing and planning of the proposed project to be constructed on the 'Said Property'.
- 1.6 **COMMON FACILITIES AND AMENITIES:** shall mean all facilities and amenities to be provided in the proposed 'Project' for common use of all owners / occupants of the flats.
- 1.7 **OWNER:** shall mean the above said parties of the FIRST PART include their legal heirs, representatives, executors, administrators and assigns.
- 1.8 **DEVELOPER** shall mean the Party of the SECOND PART, include its successors, successor - in - office and/or assigns).
- 1.9 **NEW BUILDING/BUILDINGS:** shall mean and include all new buildings to be constructed by the Developer in accordance with the plan/s to be sanctioned by the concerned Authority / Authorities in the proposed "Project".
- 1.10 **PLAN:** shall mean plan or plans to be prepared by the Architect and sanctioned by the concerned authorities for the Development of the proposed 'Project' including any modification and/or additions, alternations thereof, hereinafter referred to as the '**Said Plans**'.
- 1.11 **SPECIFICATION:** shall mean the specifications of the material to be used for the construction of the new buildings, common area, amenities and facilities to be provided in the proposed Project as more fully mentioned in **THIRD SCHEDULE**.
- 1.12 **TRANSFER:** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building/s to the Purchasers thereof.
- 1.13 **TRANSFeree:** shall mean a person, firm, limited company, and association of persons to whom any space in the new building will be transferred.
- 1.14 **DEVELOPMENT RIGHTS:** shall refer to the rights, powers, entitlements, authorities, sanctions and permissions to:



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- i) To develop the 'Said Property' with the other land parcels which are adjacent and contiguous to the 'Said Property' and to construct new buildings thereon by the Developer solely at its own costs, expenses and effort in accordance with the plan to be sanctioned by the Municipal Authority/Panchayat/Zila Parishad Municipality with or without any amendment and/or modifications thereof made or caused to be made by the Developer hereto as per statutory requirement or suggested by the Architect for betterment of the development;
- ii) To prepare and submit to concerned Authorities all applications, plans and other permissions as may be required for the purpose of obtaining necessary sanctions from the appropriate authorities by the Developer on behalf of the Owners after making necessary alterations and/or modifications thereof, if required;
- iii) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
- iv) To start booking of constructed space, accept advance and execute Sale Agreements;
- v) To carry out all the infrastructures and related work/constructions for the proposed project, water storage facilities, water mains, sewages, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities required to be constructed in the proposed 'Project';
- vi) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the Project and to be constructed on the proposed 'Project' as envisaged herein and appear before the jurisdictional Sub Registrar/Registrar towards registration of the documents and to admit execution and present such document for registration;
- vii) To manage the proposed 'Project' and the built up areas and facilities/common areas comprised in the project and constructed in the proposed 'Project' and/ or to transfer/ assign such right of maintenance to any third party against collection of maintenance charges from the Transferees of the proposed project till handing over the Project to the Association of the Transferees to be formed;



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viii) To apply for and obtain any approvals in its name or in the name of the Owners, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction of the Project or for exploitation of the Development Rights in the Project;

ix) To act generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, including taking construction/ project loan from a financial institution/s or bank with deposit of Title Deeds and the Developer will have full right to create mortgage and charge, subject to the terms of this agreement and the Developer shall solely be liable and/or responsible for repayment of the loan together with the interest accrued thereon. Only upon completion of ground floor roof / slab the original title deeds shall be deposited for obtaining construction finance / loan and the Developer shall give counter corporate guarantee to the Owners for the same. It is agreed and understood that the Owners shall neither be held responsible in respect of such loan and Owners shall not be responsible and/or liable in any manner whatsoever in connection therewith and the Developer shall keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising there from including the Claim of the prospective purchasers of the Units.

1.15 **SALEABLE AREAS** shall mean Units, and other areas in the Building Complex capable of being transferred independently or as appurtenant of the Building 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. For the purpose of calculation of saleable area, the built up area of the flat along with proportionate common area will be taken into consideration.

1.16 **INDEMNITY:** 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.

1.17 Words importing singular shall include plural and vice versa.

1.18 Words importing masculine gender shall include feminine and neuter genders - like - wise words imparting feminine gender shall



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include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

1.19 **FORCE MAJEURE:** shall mean the events and reasons specified below resulting in delay in compliance of the obligations of the parties herein i.e. to say:

- i) Fire, flood, earthquake, storm, lightning causing damage to the new building or such unforeseen natural calamities;
- ii) Riots, civil commotions and disturbances, insurgency, enemy action or war;
- iii) Temporary/permanent interruption in the supply of utilities serving the Building Complex;
- iv) Injunction/orders of any government, civic bodies, Municipalities and/or other authorities restraining the construction of the new Building at the 'Said Property'.

ARTICLE II **INTERPRETATION**

In this agreement save and except as otherwise expressly provided.

2.1 All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.

2.2 The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.

2.3 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

2.4 All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.



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2.5 The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.

2.6 Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

2.7 Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

ARTICLE - III
REPRESENTATIONS AND ASSURANCES BY THE OWNERS

3.1 At or before entering into this agreement the Owners have assured and represented to the Developer as follows:

- i) That the Owners are the absolute Owners of the entirety of the 'Said Property' having a marketable title in respect thereof.
- ii) That excepting the said Owner nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the 'Said Property'.
- iii) That the 'Said Property' is free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever.
- iv) That the Owners 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.
- v) That the Owners have full power and authority to enter into this agreement to develop, and the Owners have not entered into any agreement for sale, transfer lease and/or development, nor have created any third party's interest into or upon the 'Said Property' or any part or portion thereof.
- vi) That all rates, taxes, khazna and other outgoings payable in respect of the 'Said Property' up to the date of conversion of land for residential use have been paid and/or shall be paid by the Owners and the Owners shall continue to pay the same, and have agreed to keep the Developer its successor and/or successors saved harmless



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and fully indemnified from all costs, charges, claim, actions, suits and proceedings.

vii) That there is no suit or legal proceeding pending before any court of law nor there is any threat of any legal proceeding being initiated against the Owners to the best of their knowledge in respect of the entirety of the 'Said Property' on any account whatsoever or howsoever.

viii) To the best of the knowledge of the Owners that there is no notice of acquisition from any authority(ies) for any purpose whatsoever.

ix) That the Owners do not hold excess vacant land under the meaning of Urban Land (Ceiling and Regulations) Act, 1976 and shall obtain required NOC to that effect.

x) That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the 'Said Property' or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owners to the knowledge of the Owners and further the 'Said Property' is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners.

xi) That the names of the Owners have been recorded in the relevant records of rights published under the West Bengal Land Reforms Act, 1955.

3.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer have prima-facie accepted the title of the Owners, but in the event, any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of the Owners to cause the same to be remedied and/or rectified entirely at their own cost and efforts.

ARTICLE IV
DEVELOPER'S REPRESENTATION

4. The Developers have represented and warranted to the Owners that the Developers are carrying on business of development and construction of real estate and have sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.



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ARTICLE V
COMMENCEMENT OF AGREEMENT

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

ARTICLE - VI
APPOINTMENT

6.1 Based on aforesaid express representations of the Developer and believing the same to be true the Owners have appointed the Developer to develop the 'Said Property'.

6.2 The Owners do hereby appoint the Developer to exclusively carry out the Development of the 'Said Property', on behalf of the Owners on the terms and conditions, as hereinafter contained.

ARTICLE - VII
POSSESSION

7. Notwithstanding anything contrary contained elsewhere in this Agreement, for the purpose of this Agreement alone, the Owners hereby agree to grant the Developer the right to occupy and use the 'Said Property' simultaneously with signing of this Agreement. The Developer shall be entitled to carry out survey, soil testing and other development related works at the 'Said Property'. The Developer hereby confirms and undertakes that such grant shall only act as a permissive possession of the 'Said Property' which shall at no point of time entitle the Developer to claim any title over the 'Said Property' save and except its allocation area as mentioned under this Agreement.

ARTICLE VIII
DEVELOPMENT RIGHTS

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

8.2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary permission from the appropriate authorities for carrying on smooth



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construction work of the Project, the Developer shall pay and bear all fees including architect's fees, charges, construction costs and expenses required to be paid or deposited for the development of the said 'Said Property'.

8.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the 'Said Property' or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developer other than an exclusive right to the Developer for the purpose of development of the 'Said Property' in terms hereof and to deal with Developer's Allocation area, subject to providing the Owners Share as per the terms of these presents.

ARTICLE - IX
PLAN- PERMISSIONS

9. For the purpose of undertaking the development of the 'Said Property', the Developer shall prepare or cause to be prepared a map or plan and for the aforesaid purpose by an architect of repute engaged by it and submit the said plan to the concerned authority for sanction.

ARTICLE - X
DEVELOPER'S OBLIGATIONS

10. The Developer at its own cost effort shall:

- i) 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 development of the 'Said Property' and completion of the proposed 'Project'.
- ii) 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 have agreed to keep the Owner, saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- iii) Determine and ascertain the built-up area of the residential spaces in the Project with the objective of optimum utilization of available space, keeping in mind the market scenario.



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- iv) In consultation with the Architect, shall determine as to what quality and specifications of building materials are to be used in construction of the new buildings and in the said 'Project'.
- v) The Owners shall not remain responsible for any accident and/or mishap taking place while undertaking demolition of the existing structures, if any, at the "Said Property" and during the course of development, the developer have agreed to keep the Owners saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, in relation thereto.
- vi) The Developer shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the Sanctioned Building Plan and/or revised sanction plans.
- vii) The Developer alone shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the "Said Property" and the 'Project'. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the 'Project'.
- viii) The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the proposed 'Project'. However, if required the Owners shall extend all necessary co-operation to the Developer for obtaining such finances and/or funds.
- ix) The Project shall be completed in all respects, including all required Common Areas, essential services like drainage, sewerage, water, electricity, telephone, landscaping and other amenities and facilities, as may be required for beneficial use of the flat owners / occupiers in the proposed 'Project'.
- x) The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.



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xi) The Developer shall be entitled to amalgamate the 'Said Property' with the adjoining land and outright land, if required for integrated development for achieving better commercial exploitation of such amalgamated properties under development.

ARTICLE - XI
REFUNDABLE DEPOSIT

11. The Developer has agreed to pay to the Owners jointly a refundable deposit amount of Rs.5,00,000/- (Rupees Five Lakh only) in the following manner for observance and performance of terms of this Agreement:

i) At or before execution and registration of this Development Agreement and Power of Attorney the Developer shall pay to the Owners a sum of Rs.5,00,000/- (Rupees Five Lakh only) and the Owners acknowledge to have received the same as per the Memo of Consideration, attached hereto.

ii) Further, if in future also it is found that certain payments have been made by the Developer on behalf of the Owners, which the Owners ought to have paid for, then in such case the Owners shall adjust the same without raising any objection.

iii) It has been agreed by and between the parties hereto that the aforesaid security deposit shall be refunded by the owners to the developer in the following manner:

(a) The Developer shall give 30 (thirty) days advance intimation to the Owners for payment of 50% of the said security deposit to be refunded after completion of super structure of the proposed building to be constructed on the 'said property'.

(b) The Developer shall also give 30 (thirty) days advance intimation to the Owners for payment of balance 50% of the said security deposit before handing over of possession to the owners' of their allocation area.

(c) In case the owners do not refund the said security deposit within 60 days, as per clause iii (a) & (b) above, from the date of intimation by the developers, then in that case the developer shall adjust the same from the owners' allocation area at the then prevailing market rate less 15% (fifteen) percent for which the owners shall not raise any objection.



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13.1 **OWNER'S ALLOCATION:** shall comprise of total 22% (Twenty Two Percent) of the constructed area on the 'Said Property' proportionate to the total constructed area on the entire project, which shall include common areas, facilities, roof/terrace, car parking spaces (open and covered), being and attributable to the Owner's allocation area in terms of the sanctioned plan.

13.2 **DEVELOPER'S ALLOCATION:** shall comprise of total 78% (Seventy Eight Percent) of the constructed area on the 'Said Property' proportionate to the total constructed area on the entire project, which shall include common areas, facilities, roof/terrace, car parking spaces (open and covered), being and attributable to the Owner's allocation area in terms of the sanctioned plan.

13.3 The Owner and Developer shall enter into a Supplementary Agreement, after the plan is sanctioned, to demarcate their respective allocation area in terms of this Agreement.

13.4 The Owner and Developer 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 and Developer 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 entire project and/or the said complex including the electric substation and/or meters for providing the electricity, hereinafter referred to as 'Extra Development Charge' (EDC).

13.5 Apart from the above said the Owner and Developer 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 and Developer, 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 hereinabove, for such area retained by them. It is being made expressly clear that the developer will not hand over the possession of the owners' allocation area until and unless the owners make payment of the charges as mentioned in clause 11 (iii), 13.4 as above and as also mentioned in this clause and for that the owner shall not have any objection for the same.



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13.6 The parties hereto from time to time shall ensure that there is uniformity in the price at which each of the parties hereto shall sell and transfer their respective allocations and the agreements to be entered into with intending purchasers by the parties hereto shall be uniform and identical.

13.7 That it is agreed between the Owner and Developer that after receiving the payment of the entire amount of consideration, the Deed of the Conveyance will be executed by the Owner in favour of such intending Purchaser and the Developer will necessarily be a Confirming Party to such Deed of Conveyance and/or transfer, as the case may be. It is agreed and recorded that the Owner shall execute a Registered Power of Attorney in favour of the Developer for transfer of Property under developer's allocation area on behalf of the Owner.

ARTICLE - XIV **MARKETING OF PROJECT**

14.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces, parking spaces, commercial spaces (if any) and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Developer. The Developer shall decide the basic sale price of each Unit before launching the Project. It has been agreed by and between the Parties herein, that the Owners shall be liable to pay to the developers the cost of marketing expenses and brokerage, calculated @ 5% of the gross sale proceeds to be received by the Owner, in case the owners decide to sell their allocated areas through the developer. Under no circumstances, the owner shall sell their allocated portion below the price as decided by the developer.

ARTICLE - XV **OWNER OBLIGATIONS**

15.1 The Owner shall at its own cost and effort:

i) Provide all the title related documents, as and when required by the Developer, for verification of the same, before the various authorities against the proper receipt thereof.



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ii) To co-operate with the Developer in all respect for development of the project in terms of this Agreement. Also to take necessary steps as may be advised by the Developer for amalgamation of the "Said Property", if required.

iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new building and/or buildings in accordance with the said plan.

iv) To execute one or more Registered Power of Attorney/s, in favour of the Developer or its representative/s, as may be required for the development of the "Said Property".

v) To vacate the building/tenant/occupier located in the "Said Property" occupied by them within 7 (seven) days from the date hereof.

vi) Obtain NOC from ULC authority with respect to the "Said Property".

vii) Obtain mutation and pay necessary fees, charges etc. from BL&LRO and Municipality with respect to the "Said Property" and adjoining land.

15.2 The Owner has further agreed by way of negative covenants:

i) Not to cause any interference or hindrance in the development of the project by the Developer.

ii) Not to do any act, deed or thing whereby the Developer is prevented from selling, assigning or disposing of any portion.

iii) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the "Said Property" save and except if the Developer create mortgage for availing construction finance.

iv) That they shall be liable and responsible for any claim and/or demand of whatsoever nature, arising out of the ownership/title to the 'Said Property' and 'Adjoining Land'.



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ARTICLE -XVI
DEFAULT AND REMEDIES

16. It is agreed between the parties herein that if for any unforeseen reasons and/or circumstances, attributed to the Owner, the Developer could not obtain the sanction plan and/or necessary approvals, clearances, permissions, in such event the Developer shall be entitled to cancel this agreement, and the Owner shall be liable to refund the Developer the total security deposit amount paid by the Developer under this agreement or any other agreement, together with interest @ 16% per annum and further all expenditures incurred by Developers on account of "Said Property" on behalf of Owner, similarly in case the Developer decides not to go ahead with the project, then in such case the owners shall cancel this agreement and refund the said security deposit to the Developer within 60 days from the cancellation of this agreement. Till such time the security deposit amount is not refunded to the Developer the "Said Property" shall remain in charge with the Developer.

ARTICLE - XVII
PROJECT DECISIONS

17. The Developer alone shall, in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of all matters including, but not limited to the following and the same will be binding on the:

- i) nature of development Residential and/or Commercial.
- ii) materials to be used for the Project.
- iii) the name of the Project.

ARTICLE -XVIII
PROCEDURE

18.1 Simultaneously upon execution and registration of this agreement, the Owner shall execute a Registered Power of Attorney in favour of the Developer and/or its representative/s for the purpose of obtaining sanction plan and all necessary Approvals from different authorities in connection with the construction of the building and also for pursuing and following up matter with Municipal Authority / Panchayat / Zila Parishad Municipality and other authorities, also for entering into agreement for sale of Flats with the prospective Transferees along with the right to sell the Developer's allocation area and execution of Deed of conveyance in favour of prospective transferees of Developer's Allocation Area. Since the power of attorney is executed for consideration it confers agency coupled with interest



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and is irrevocable until completion of construction and sale of entirety of the developers area on the entire project.

18.2 Apart from the execution of the Specific Power of Attorney, the Owner shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the project in terms of this Agreement.

ARTICLE - XIX
BUILDING

19.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Buildings to be constructed for the development of the project, in accordance with the sanctioned plan and specification.

19.2 The Developer 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 and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its representative/s as Power of Attorney and other authorities as shall be required by the Developer.

ARTICLE - XX
FORCE MAJEURE

20.1 Notwithstanding anything contained under this Agreement, neither the Developer, nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Law, Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owner, as the case may be. That the completion period as stated above, shall automatically stand extended by the time period, which may be required for obtaining any new approval or clearance, if subsequently, imposed by any statutory authority / authorities during the construction period.



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20.2 The period of delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above. Provided however, upon commencement of any Force Majeure reason, the effected party shall notify the other party of such situation within seven days of such commencement.

ARTICLE - XXI
OWNER'S INDEMNITY

21.1 The Owner hereby undertake that the Developer shall be entitled to the development of the project and shall enjoy the same without any interference and/or disturbance PROVIDED the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

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

21.3 The Owner agree to indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers, employees, assigns and agents against any and all losses, expenses, claims, costs and damages suffered arising out of, or which may arise in connection with respect to the right, title, ownership and interest in, to or upon the "Said Property".

ARTICLE - XXII
DEVELOPER'S INDEMNITY

22.1 The Developer 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 Developer in or relating to the development / construction of the Project.

22.2 The Developer hereby undertakes to keep the Owner indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the Project and/or in the matter of construction of the said Building and/or for any defect therein.

22.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.



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22.4 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owner and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.

ARTICLE - XXIII
MISCELLANEOUS

23.1 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief at a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

23.2 The Owner shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of force majeure condition with a view that the obligation of the party affected shall be suspended for the duration of the force majeure condition.

23.3 Any notice required to be given by either party shall be without prejudice to any other mode of service available and shall be deemed to have been served on the other party if delivered by hand or sent by pre-paid registered post.

23.4 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owner to the Developer or creation of any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.



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23.5 Any notice intended to be given by any party to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery, Registered Post A/D, Speed Post to the registered office addresses of the Owner and Developer.

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

23.7 Stamp Duty, Registration Fees, GST, income tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owner's allocation by the Developer to the Owner shall be paid by the Owner. The Owner shall be solely responsible for payment of GST or any other sort of tax, applicable on the Owner's allocation and only on payment of such tax, the Developer will hand over the Owner's allocation for which the owner shall not raise any objection.

23.8 The Government of West Bengal has already implemented the West Bengal Housing Industry Regulation Act, 2017 (WBHIRA), as such the parties of this agreement shall be bound by their respective obligations under the said Act during the term of this Agreement.

23.9 After the completion of the project, the Owner of all 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 compulsorily become a member of such Association. After formation of the Owners' 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.

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

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



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25.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE - XXVI
NO CANCELLATION

26.1 Save as aforesaid none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of any party the other party shall be entitled to sue the party in default for specific performance of this agreement and for other consequential reliefs.

26.2 In the event of the Developer failing to complete the said entire project, within the completion date as mentioned in clause 12 above, then the Owners can claim compensation as per clause 12.2.

ARTICLE - XXVII
MORTGAGE OF LAND FOR LOAN

27.1 The Developer shall be entitled to arrange financing for the Project (**Project Finance**) by a Bank / Financial Institution (**Financier**). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the said project with the Financier as security for the purpose of Project Finance in the manner that the Financier shall not have any right or lien in respect of the Owner's Allocation Areas. For the aforesaid purpose, the Owner will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owner shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owner against any claim, liability or loss whatsoever relating to Project Finance / Project Finance Liability. The loans obtained by the Developer against the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.



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THE FIRST SCHEDULE ABOVE REFERRED TO
(Chain of Title)

WHEREAS 1) Sri Subodh Chandra Dey, 2) Sri Shyam Sundar Dey and 3) Sri Taraknath Dey both all sons of Late Rajanikanta Dey resident of Village and Post - Madarhat, P.S. - Baruipur, Mouza-Baruipur, South 24 Parganas, purchased land through sale deed No. 1439 for the year 1964 before the Additional District Sub - Registrar - Baruipur, South 24 Parganas in book no. I, volume no. 24, page no. 277 to 280, from 1) Sri Keshab Chandra Pal son of Khetra Mohon Pal, 2) Smt Nanibala Pal, 3) Sri Amiya Kumar Pal, 4) Sri Ashit Kumar Pal and 5) Smt. Gauri Sundari Pal all are resident of Village and Post Office- Madarat, P.S.- Baruipur, South 24 Parganas, an area of 7 Decimals, more or less, comprised in R.S. Dag No. 11045 under RS Khatian Nos. 2009 & 626 and an area of 8 Decimals, more or less, comprised RS Dag No. 11047 under RS Khatian Nos. 2009 & 626 at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas wherein Sri Subodh Chandra Dey acquired an area of 5 Decimal, more or less, comprised in R.S.Dag No.11045 and 11047 under Khatian Nos. 2009 and 626 by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS 1) Sri Subodh Chandra Dey, 2) Sri Shyam Sundar Dey and 3) Sr Taraknath Dey, all sons of Late Rajanikanta Dey, residing at Village and Post - Madarhat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas purchased land, through sale deed No. 9534 dated 14.08.1963 before the Additional District Sub - Registrar-Baruipur, South 24 Parganas from 1) Minor Sri Kailash Nath Dey, 2) Minor Sri Kedar Nath Dey both are son of Late Kanailal Dey , and 3) Smt. Prasadi Bala Dey wife of Late Kanailal Dey all resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas, an area of 2 decimals comprised in RS Dag No. 11053 under the Khatian No. 1867 and an area of 7.33 decimals comprised in RS Dag No. 11054 under the Khatian No. 4860 totaling an area of 9.33 Decimals out of 28 Decimals, more or less, wherein Sri Subodh Chandra Dey acquired an area of 3.11 Decimals, more or less, comprised in R.S. Dag No. 11054 under the Khatian No. 4860, R.S. Dag No. 11053 under the Khatian No. 1867 by way of equal share at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS of 1) Sri Subodh Chandra Dey, 2) Sri Shyam Sundar Dey and 3) Sri Taraknath Dey all sons of Late Rajanikant Dey resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza-




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(d) Till the security deposit is refunded/adjusted by the owner to the developer, the developer will not handover possession of the owners allocation area for which owners cannot raise any objection.

ARTICLE - XII
TIME OF COMPLETION

12. It is agreed by and between the parties herein that the Developer shall develop the 'Said Project' in phase wise manner, depending on the market condition. However, the Developer shall complete the development of the proposed 'Entire Project' in all respects, within 84 (Eighty Four) months, including one year grace period, from the date of obtaining the sanction plan and/or vacant possession, of the said "Said Property" whichever is later, save and except in case of force majeure. However, the Developer shall submit the proposed plans for the project within 6 (six) months from the date of completion of conversion of the "Said Property" to the concerned Authority for sanction of the said Plans.

12.1 It is agreed by and between the parties herein, that in case market condition is not suitable/favourable, for construction & completion of the said 'Project', in the above said time period, in such event after completion of the first phase, all parties shall review the situation, and accordingly shall take a decision with regard to continuation of the balance development work or the other options thereof. However, even after a period of 84 (eighty four) months, the developer is not able to complete and handover the owners' allocation and/or decides not to continue with the project in Phase - II, in that case the owners' allocation area will be adjusted from Phase-I and/or a separate block/building will be made to handover the owners' allocation area.

12.2 In the event of delay by the Developer, as mentioned in clause 12 below, the Developer shall be liable to pay to the Owner at the rate of Rs.15,000/- (Rupees Fifteen Thousand) only per month for the period of delay.

ARTICLE - XIII
SPACE ALLOCATION

13. In consideration of the Owner granted Development Right to the Developer it has been agreed by and between the parties herein the constructed space will be allocated in the following manner:



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

23.13 The Owner and Developer after completion of the said Project and distribution of their respective unsold stock, shall punctually and regularly pay for their respective allocation area, the said Rates, Taxes and other outgoings, to the concerned authorities and all the parties shall keep others indemnified against all actions demands, costs, charges, expenses and proceedings, whatsoever directly or indirectly initiated against or suffered by or paid by any of them as the case may be in consequence upon default by the Owner and Developer in their behalf.

ARTICLE - XXIV
GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE
RESOLUTION

24.1 In the event of any dispute or difference arising between the parties, the courts / tribunals in Kolkata alone shall have exclusive jurisdiction to adjudicate on any matter concerning this Agreement to the exclusion of all other courts/tribunals.

24.2 This Agreement and the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

ARTICLE - XXV
DISPUTE RESOLUTION AND FORUM

25.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement the same shall be referred to the sole arbitration Advocate Saptarishi Dutta of Chakraborty & Associates at 6, Old post Office Street, Kolkata 700001. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.



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- Baruipur, South 24 Parganas purchased land through sale deed No. 2170 for the year 1988 before the Additional District Sub Registrar-Baruipur in Book No. I, CD Volume No. 31, Page from 447 to 454, from Haricharan Dey, son of Abinash Chandra Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas of the an area 2.42 decimals, more or less, comprised in RS Dag No.11035 under the Khatian 5089, an area 0.167 decimals, more or less, comprised in RS Dag No.11041, an area 0.60 decimals, more or less, comprised in RS Dag No.11043, an area 0.20 decimals, more or less, comprised in RS Dag No.11051, an area 0.20 decimals, more or less, comprised in RS Dag No.11041/11909 under the Khatian No. 1011, an area 0.083 decimals, more or less, comprised in RS Dag No.11044 under the Khatian 5089, an area 0.53 decimals, more or less, comprised in RS Dag No.11042 khatian No. 1012, totaling to 4.2 Decimals out of 105 Decimal, wherein Sri Subodh Chandra Dey acquired an area of 1.4 Decimals, more or less, by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS 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 Rajanikant Dey residing at Village and Post - Madarhat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas, are referred as Donee from Jaminbala Dey wife of Late 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 out of 110 Decimals in which Sri Shyam Sundar Dey hold his share are more or less 5.55 Decimal 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 . (All Colour Dag of Deed Accept).

AND WHEREAS 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 Rajanikant Dey residing at Village and Post - Madarhat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas, referred as Purchasers from Haricharan Dey son of Abinash Chabdra Dey the owner as well as



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Baruipur, South 24 Parganas purchased land, through sale deed No. 6964 for the year 1975 before the Additional District Sub - Registrar - Baruipur, South 24 Parganas in book no. I, volume no. 88, page no. 17 to 18, from 1) Sri Panchanan Mondal, 2) Sri Sankar Kumar Mondal, 3) Miss. Maya Mondal, and 4) Smt. Gauri Bala Mondal an area 2.66 Decimals out of 6 Decimals, more or less, comprising in R.S. Dag No. 11050 under the Khatian No. 8581, wherein Sri Subodh Chandra Dey acquired an area of 0.886 Decimals, more or less, of Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS 1) Sri Subodh Chandra Dey, 2) Sri Shyam Sundar Dey and 3) Sri Taraknath Dey all sons of late Rajanikanta Dey, residing at Village and Post Office- Madarat, P.S. - Baruipur, Mouza - Baruipur, South 24 Parganas, purchased land an area 3.33 Decimals out of 6 Decimal comprised in R.S. Dag No. 11050, wherein Sri Subodh Chandra Dey acquired an area of 1.11 Decimals, more or less, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS 1) Sri Subodh Chandra Dey, 2) Sri Taraknath Dey and 3) Sri Shyamsundar Dey, all sons of late Rajanikanta Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas, purchased land through sale deed no. 10405 for the year 1963 before the Additional District Sub Registrar- Baruipur in Book No. I, Volume No. 125, Page from 164 to 166, from 1) Sri Patit Paban Dey, son of Lal Bihari Dey and 2) Smt. Kali Tara Dey, wife of Lal Bihari Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas an area of 2 decimals comprised in R.S. Dag No. 11053 under the Khatian No. 1869 and an area 7.33 decimals in R.S. Dag No. 11054 under the Khatian No. 4860 totaling to an area of 9.33 Decimals, more or less, out of 28 Decimal in wherein Sri Subodh Chandra Dey acquired an area 3.11 Decimals, more or less, by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS of 1) Sri Subodh Chandra Dey, 2) Sri Shyamsundar Dey and 3) Sri Taraknath Dey, all sons of late Rajanikanta Dey, residing at Village and Post Office- Madarat, P.S.- Baruipur, Mouza - Baruipur, South 24 Parganas, purchased land, through sale deed No. 8598 for the year 1961 before the Additional District Sub Registrar- Baruipur in Book No. I, Volume No. 93, Page from 274 to 276, from Sri Rashbihari Dey, son of Late Kasinath Dey, resident of Village and Post Office - Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas an area of 2 decimals comprising in R.S. Dag No. 11053



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and an area 7.33 decimals in R.S. Dag No. 11054 both under the Khatian No. 4969 totaling to an area of 9.33 Decimals, more or less, out of 28 Decimal in wherein Sri Subodh Chandra Dey acquired an area 3.11 Decimals, more or less, by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S.- Baruipur, District- South 24 Parganas.

AND WHEREAS 1) Sri Subodh Chandra Dey, 2) Sri Shyamsundar Dey and 3) Sri Tarak Nath Dey all sons of late Rajanikanta Dey resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas purchased land, through sale deed in the year 1969 before the Additional District Sub Registrar from Panchanan Mondal & Others resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas an area 5 Decimal, more or less, out of 5 Decimal comprised in R.S. Dag No. 11048 under the Khatian 4969 wherein Sri Subodh Chandra Dey acquired an area 1.66 Decimals, more or less, by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS (1) Mrinmoy Dey, (2) Manab Dey, (3) Pranab Dey, (4) Latika Dey (5) Tanmoy Dey (6) Pronoti Dey and (7) Partha Pratim dey jointly made a Partition deed no. 4164 registered in the office of Addl. District Sub-Registrar at Baruipur and entered in Book No. 1, Volume No. 1611-2017, Pages from 67623 to 67652, for the year 2017. demarcating their respective land areas in RS dag nos. 11054, 11055, 11056 having a total area of 34 decimals at Mouza Baruipur, J.L.No. 31, PS Baruipur, South 24 Parganas.

AND WHEREAS as per the share of inheritance an area of 23.41 decimals, more or less, should have been divided equally amongst them i.e. 7.80 decimals, more or less to each of them.

AND WHEREAS as per the partition deed Mr. Tanmoy Dey got an excess area of land measuring 2.80 decimals, more or less, in RS Dag nos. 11054, 11055, & 11056. Accordingly, Mrinmoy Dey, Manab Dey, Pranab Dey and Smt. Latika Dey got deficit area of land measuring 2.04 decimals, more or less, and also Pronati Dey and Partha Pratim Dey got deficit area of land measuring 0.68 decimals, more or less.

AND WHEREAS to adjust the excess/shortage area the parties mutually decided to execute another Partition Deed in the year 2017. As per the partition deed Smt. Latika Dey, Mrinmoy Dey, Manab Dey and Pranab Dey got an area of 6.15 decimals, more or less, in RS Dag No. 11054 and 11048 at Baruipur, South 24 Parganas. Mr. Tanmoy



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Dey got an area of 1.38 decimals, more or less, in RS Dag No. 11054 and 11048 at Baruipur, South 24 Parganas. Smt. Pronoti Dey and Mr. Partha Pratim Dey got an area of 4.78 decimals, more or less, in RS Dag No. 11054 and 11048 at Baruipur, South 24 Parganas.

AND WHEREAS 1) Subodh Chandra Dey, 2) Tarak Nath Dey and 3) Shyam Sundar Dey, all sons of late Rajanikanta Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas, accepted land, through gift deed No. 7653 for the year 1992 before the Additional District Sub Registrar - Baruipur in Book No.I, Volume No. 87, Page from 251 to 256, from Jamini Bala Dey, wife of Late Nityananda Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas, who gifted her $\frac{1}{2}$ share of the following Dags- an area 4.02 in RS Dag No.11035, area 0.137 decimal in RS Dag 11044, 0.277 decimal comprised in RS Dag No. 11041, an area 1 decimal comprised in RS Dag No.11043, area 0.333 decimal comprised in RS Dag No.11041/11909, an area 0.833 decimal comprised in RS Dag No. 11049, area 0.875 decimal comprised in RS Dag No.11042, area 0.833 comprised in RS Dag No. 11084, wherein Sri Subodh Chandra Dey acquired an area 1.38 Decimals, more or less, by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS 1) Subodh Chandra Dey, 2) Tarak Nath Dey and 3) Shyam Sundar Dey, all sons of late Rajanikanta Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas, accepted land, through gift deed No. 4651 for the year 1973 before the Additional District Sub Registrar - Baruipur in Book No.I, Volume No. 56, Page from 165 to 173, from Rajanikanta Dey, son of Late Pawan Chandra Dey, resident of Village and Post Office- Madarat, P.S.- Baruipur, Mouza- Baruipur, South 24 Parganas an area 4.04 in RS Dag No.11035, area 0.137 decimal in RS Dag 11044, 0.282 decimal comprised in RS Dag No. 11041, an area 1.015 decimal comprised in RS Dag No.11043, area 0.338 decimal comprised in RS Dag No.11041/11909, an area 0.833 decimal comprised in RS Dag No. 11049, area 0.88 decimal comprised in RS Dag No.11042, area 0.338 decimal comprised in RS Dag No.11051, totaling to area 7.518 decimals, more or less, wherein Sri Subodh Chandra Dey acquired an area 2.50 Decimals, more or less, by way of equal share, at Mouza Baruipur, J.L. No. 31, under Madarat Gram Panchayat P.S. Baruipur, District - South 24 Parganas.

AND WHEREAS 1) Sri Subodh Chandra Dey, 2) Sri Tarak Nath Dey and 3) Sri Shyam Sundar Dey both are son of Late Rajanikanta Dey, resident of Village and Post Office- Madarhat, P.S.- Baruipur, Mouza



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Baruipur, South 24 Parganas

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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 out of 100 Decimal in which Sri Shyam Sundar Dey hold his share are more or less 1.19 Decimal comprising in R.S. Dag No. 11035 and 11044 under the Khatian 5089, R.S. Dag No. 11043, 11041, 1105111041/11909 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.

AND WHEREAS by virtue of a Deed of Exchange dated 02.12.1981 duly registered at the office of ADSR-Baruipur, 24 Parganas South, recorded in Book No. I, Volume No. 32, Pages 228 to 229, Being No. 2366 for the year 1981, Shyam Sunder Dey, Suboth Chandra Dey and Tarak Nath Dey, all sons of Late Rajnikanta Dey, therein referred to as the First Party and Ramgopal Dey, Sankar Kumar Dey, Mahadeb Kumar Dey, Smt. Niharbala Dey, Basanti Dey (not adult/minor), Santosh Kumar Dey (not adult/minor), represented by their mother as natural guardian Smt. Bisnupriya Dey therein referred to the Second Party wherein the first party got 5 decimals of land in Dag No. 11052 and 3.25 decimals in Dag No. 11057 thereby totaling 8.25 decimals of land from the Second Party in Mouza Baruipur, under Madarat Gram Panchayat P.S. Baruipur, District – South 24 Parganas from the first party and the second party got 8.25 decimals of land in Dag No. 11165 in Mouza Baruipur, under Madarat Gram Panchayat P.S. Baruipur, District – South 24 Parganas from the First Party.

AND WHEREAS Tanmoy Dey, accepted gift, by Gift deed No. 3506, recorded in the Books No. I, Volume No. 11, Page from 3444 to 3459, for the year 1912, dated 09.04.2012 at ADSR Baruipur, from donors namely Mrs. Irabati Dey, Nabanita Pal, Pritika Marik, Sanjukta Maity, Sampa Dutta respectively having 1/7th share each of the property Dag no. 11086 their right, title interest of 6/7 share of the property save & except the Dag no 11086, being in possession of the land and paying Pachayat tax regularly.

AND WHEREAS Tanmoy Dey accepted gift, vide Gift Deed No 09779 registered at ADSR Baruipur, Book No I, Volume No.1611- 2015, Pages 104534 to 104554, for the year 2015, from Mrs. Irabati Dey, Pal, Pritika Marik, Sanjukta Maity, Sampa Dutta, Papiya Dutta and Piu Saha the 5/7th right 11086, at Baruipur, South 24 Parganas.

AND WHEREAS Tanmoy Dey, accepted gift, through Gift deed no.9386, before the ADSR Baruipur and recorded in book no I, Volume No1611 - 2015, Pages 102086 to 102115, for the year 2015,



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Addl. District Sub-Registrar
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from Kabita Pal, her 1/7th Share and paying tax according to the Modarat Gram Panchayat. Tanmoy Dey is the absolute owner of the above mentioned Dag possessing the property and paying it Panchayet Tax regularly.

AND WHEREAS thus, Tanmoy Dey, son of late Subodh Chandra Dey, became the absolute owner, by way inheritance and gift, of an area 15.082 decimals in the aforesaid Dag situated at Mouza Baruipur, J.L No 31, under Modarat Gram Panchayet, Post office : Madarat Battala, Police Station- Baruipur, Sub-Registry Office Baruipur, District- 24 Parganas.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Said Property)

ALL THAT the piece and parcel of land measuring 15.082 decimals, more or less, at Mouza Baruipur, J.L No 31, under Modarat Gram Panchayet, Post office : Madarat Battala, Police Station- Baruipur, Sub-Registry Office Baruipur, District- 24 Parganas (S), details area RS/LR Dag numbers are mentioned below:-

DAG No:	Total area in Dag (decimal)	Acquired Area: (decimal)	Classification of land
11041	05	0.106	Panboroj
11042	10	0.51	Danga
11043	18	0.33	Panboroj
11045	07	2.33	Danga
11047	08	2.66	Danga
11048	05	1.36	Danga
11050	06	2.00	Danga
11051	06	2.00	Doba
11052	05	1.67	Danga
11053	06	2.00	Danga
11041/11909	06	0.116	Danga

Total area 15.082 decimals.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Specification)

Foundation : R.C.C foundation and/or as may be recommended by the Structural Engineer and Soil Test Agency.

Structure : Earthquake resistant RCC framed structure.



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South 24 Parganas

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- 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.
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, and/or as may be recommended by the consultant.
- Wall Finish : Interior - POP finished walls.
Exterior - Combination of antifungal and textured paint.
- Flooring & Dado : Vitrified, or Ceramic tiles for living room, dining room & bedrooms.
Kitchen/Toilet floors and walls to be made with matt finish ceramic tiles (upto lintel height).
- Toilet : Good quality ceramic tiles of a reputed brand.
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 clear glass.
- Kitchen : Black Stone counter top.
Dado (wall) of ceramic tiles above counter upto 2 feet height.
Stainless steel Sink.

The specification contained herein is subject to alteration/modification on account of technical reason, if any.



[Signature]
Addl. District Sub-Registrar
Bangalore, South 24 Marginal

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(COMMON FACILITIES AND AMENITIES)

Amenities

- Elevator
- CCTV monitoring & surveillance system
- Optimum Power Backup for common area as well as flats.
- Intercom
- Community Hall, Gym and Indoor games
- Adda Zone
- Children's play area
- Water filtration plant
- Diesel generator set

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
OWNER at Kolkata in the presence
of:

Witnesses:

(1) *[Signature]* (RAJIV KUMAR)
53 Deshpande Park East, Kolkata - 700028

(2) *[Signature]*
Working for gain:-
22, Prince Anwar Shah Rd.
Kolkata - 33

SIGNED SEALED AND DELIVERED
BY THE **DEVELOPER** at Kolkata in
the presence of:

Witnesses

(1) *[Signature]*

(2) *[Signature]*

[Signature]
Tanmoy De
(OWNER)

MERLIN PROJECTS LTD.
PANGHAT AGENCY PVT. LTD.

[Signature]
Authorized Signatory
(DEVELOPER)

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



Addl. District Sub-Registrar
Ranpur, South 24 Parganas

11 OCT 2018

MEMO OF CONSIDERATION

Received from the Merlin Projects Limited a sum of Rs.5,00,000/- (Rupees Five Lacs only) as and by way of interest free refundable security deposit as per the memo given below:

Cheque No.	Dated	Amount (Rs)	Drawn on
008844	29.09.2018	5,00,000/-	Kotak Mahindra Bank, Park Street Branch, Kolkata - 700 016

Tanmay De

(OWNER)

Witnesses:

(1) *[Signature]*

(2) *Tanmay De*



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Addl. District Sub-Registrar
Barupur, South 24 Parganas

11 OCT 2018

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

TANMOY DE
SUBODH CHANDRA DE
10/01/1971
Permanent Account Number
AJNPD4183B

Signature



Tanmoy De

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTITSI
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खो जाने वा कृपया सूचित करें / वापस करें :
आयकर पैन सेवा यूनिट, UTITSI
प्लॉट नं. 3, सेक्टर 11, एनवी मुंबई-400 614



Adl. District Sub-Registrar
Baruriput, South 24 Parganas

11 OCT 2018

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



नाम / Name
RAOJI SANGVI

पिता का नाम / Father's Name
DINESH BHAI SANGVI

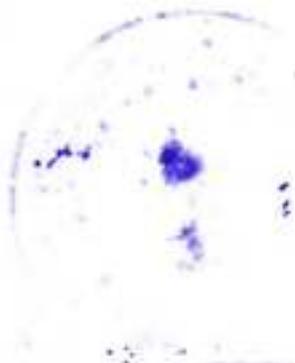
जन्म की तिथि /
Date of Birth
26/06/1985

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AHSPD3491P



13022018

Taxpayer's Signature



यदि कार्ड खोया/चुराया या कृपया खोया कार्ड/सीटार
खोजकर फिर भेज दें, इस पर ही धर
1 से सीटार, यदि खोया,
फोन नं. 341, मोबा. 99774,
मोबा. 99774, टोल फ्री नं. 192,
फैक्स - 411 016.



*If this card is lost / someone's lost card is found,
please inform / return to -*

Income Tax PAN Services Unit, NSUI,
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungla - Chowk,
Fateh - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8581
e-mail: paninfo@nsui.co.in



Addl. District Sub-Registrar
Bangalore, South 24 Paragon

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आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
MERLIN PROJECTS LIMITED
11/10/1984
Panther/Account Number
AACCM0505B
Signature



[Handwritten signature]
Audi. District Sub-Registrar
Parana, Smith 24, Parana.

11 OCT 2010

11/10/10



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

PANGHAT AGENCY PRIVATE LIMITED



25/11/2008

Permanent Account Number

AAECP9879K



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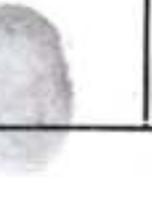
Addl. District Sub-Registrar
Burdwan, South 24 Parganas

11 OCT 2010

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

Name:

Signature: *Tannoy R*

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

Name: *RACHIT SANGHVI*

Signature: *R.S.*

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

Name:

Signature:



Adtl. District Sub-Registrar
Baruripur, South 24 Parganas

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

GRN: 19-201819-029703140-1 Payment Mode Online Payment
GRN Date: 09/10/2018 18:06:09 Bank: Indian Bank
BRN: IB09102018095428 BRN Date: 09/10/2018 18:06:34

DEPOSITOR'S DETAILS

Id No. : 16111000267135/5/2018
[Query No./Query Year]

Name : MERLIN PROJECTS LTD AND PANGHAT
AGENCIES PVT LTD
Contact No. : Mobile No. : +91 9830406895
E-mail :
Address : 22 PRINCE ANWARSHAH ROAD KOLKLATA 700033
Applicant Name : Mr Tanmoy Dey
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16111000267135/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	6911
2	16111000267135/5/2018	Property Registration- Registration	0030-03-104-001-16	5014
Total				11925

In Words : Rupees. Eleven Thousand Nine Hundred Twenty Five only

MERLIN PROJECTS LTD.
PANGHAT AGENCY PVT. LTD.

Authorized Signatory
Director / Authorized Signatory

Address: District Sub-Registrar
Baruipur, South 24 Parganas

11 OCT 2019





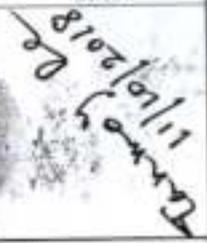
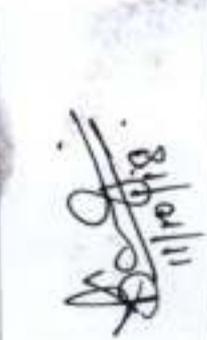
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BARUIPUR, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16111000267135/2018

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	Tanmoy Dey Madarat Paschim Para, P.O:- Baruipur, P.S:- Baruipur, District:-South 24- Parganas, West Bengal, India, PIN - 743610	Land Lord			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr Rachit D Sanghavi 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24- Parganas, West Bengal, India, PIN - 700033	Represent ative of Developer [MS - Merlin Projects Ltd] [Ms Panghat Agency Private Limited]			



Addl. District Sub-Registrar
Barupur, South 24 Parganas

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Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Tanmoy Podder Son of Sudhan Podder 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Tanmoy Dey, Mr Rachit D Sanghavi	 21/10/18

(Shakil Kamran Siddiqui)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BARUIPUR
 South 24-Parganas, West
 Bengal




Addl. District Sub-Registrar
Baruipur, South 24 Parganas

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Major Information of the Deed

Deed No :	I-1611-07372/2018	Date of Registration	12/10/2018
Query No / Year	1611-1000267135/2018	Office where deed is registered	
Query Date	01/10/2018 11:19:33 AM	A.D.S.R. BARUIPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tanmoy Dey Baruipur, Thana : Baruipur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 7003781813, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 37,000/-	Rs. 32,26,978/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,011/- (Article:48(g))	Rs. 5,014/- (Article:E, E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P S:- Baruipur, Gram Panchayat: MADARAT, Mouza: Baruipur

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-11041	RS-5089	Bastu	Pan Baroj	0.106 Dec	1,000/-	20,140/-	
L2	RS-11042	RS-5089	Bastu	Danga	0.51 Dec	5,000/-	96,900/-	
L3	RS-11043	RS-5089	Bastu	Pan Baroj	0.33 Dec	1,000/-	62,700/-	
L4	RS-11045	RS-589	Bastu	Danga	2.33 Dec	5,000/-	4,42,700/-	
L5	RS-11047	RS-5089	Bastu	Danga	2.66 Dec	5,000/-	5,05,400/-	
L6	RS-11048	RS-5089	Bastu	Danga	1.36 Dec	2,000/-	2,58,400/-	
L7	RS-11050	RS-5089	Bastu	Danga	2 Dec	5,000/-	3,80,000/-	
L8	RS-11051	RS-5089	Doba	Doba	2 Dec	2,000/-	4,85,334/-	
L9	RS-11052	RS-5089	Bastu	Danga	1.67 Dec	5,000/-	4,34,200/-	
L10	RS-11053	RS-5089	Bastu	Danga	2 Dec	5,000/-	5,20,000/-	
L11	RS-11041/11909	RS-5089	Bastu	Danga	0.1116 Dec	1,000/-	21,204/-	
		TOTAL :			15.0776Dec	37,000 /-	32,26,978 /-	
		Grand Total :			15.0776Dec	37,000 /-	32,26,978 /-	

Major Information of the Deed :- I-1611-07372/2018-12/10/2018

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Tanmoy Dey (Presentant) Son of Late Subodh Chandra Dey Madarat Paschim Para, P.O:- Baruipur, P.S:- 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, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MS Merlin Projects Ltd 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District-South 24-Parganas, West Bengal, India, PIN - 700033 , PAN No.:: AACCM0505B, Status :Organization, Executed by: Representative
2	Ms Panghat Agency Private Limited 33 A Chandranath Chatterjee Street, P.O:- Bhawanpore, P.S:- Bhawanipore, District-South 24-Parganas, West Bengal, India, PIN - 700025 , PAN No.:: AAACP9879K, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Rachit D Sanghavi Son of Mr Dinesh Sanghavi 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AHSPD3491P Status : Representative, Representative of : MS Merlin Projects Ltd (as authorized signatory), Ms Panghat Agency Private Limited (as authorized signatory)

Identifier Details :

Name & address	
Tonmoy Podder Son of Sudhan Podder 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District-South 24-Parganas, West Bengal, India, PIN - 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Tanmoy Dey, Mr Rachit D Sanghavi	

Major Information of the Deed :- I-1611-07372/2018-12/10/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.0353333 Dec,-0.0353333 Dec,Ms Panghat Agency Private Limited-0.0353333 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.666667 Dec,-0.666667 Dec,Ms Panghat Agency Private Limited-0.666667 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.0372 Dec,-0.0372 Dec,Ms Panghat Agency Private Limited-0.0372 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.17 Dec,-0.17 Dec,Ms Panghat Agency Private Limited-0.17 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.11 Dec,-0.11 Dec,Ms Panghat Agency Private Limited-0.11 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.776667 Dec,-0.776667 Dec,Ms Panghat Agency Private Limited-0.776667 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.886667 Dec,-0.886667 Dec,Ms Panghat Agency Private Limited-0.886667 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.453333 Dec,-0.453333 Dec,Ms Panghat Agency Private Limited-0.453333 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.666667 Dec,-0.666667 Dec,Ms Panghat Agency Private Limited-0.666667 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.666667 Dec,-0.666667 Dec,Ms Panghat Agency Private Limited-0.666667 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Tanmoy Dey	MS Merlin Projects Ltd-0.556667 Dec,-0.556667 Dec,Ms Panghat Agency Private Limited-0.556667 Dec

Major information of the Deed :- I-1611-07372/2018-12/10/2018

Owner and Land or Building Details as received from KMC :

Sch. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
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Endorsement For Deed Number : I - 161107372 / 2018**On 01-10-2018****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 32,26,978/-



Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

On 11-10-2018**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 20:35 hrs on 11-10-2018, at the Private residence by Tanmoy Dey ,Executant.

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

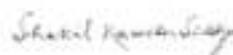
Execution is admitted on 11/10/2018 by Tanmoy Dey, Son of Late Subodh Chandra Dey, Madarat Paschim Para, P.O: Baruipur, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743610, by caste Hindu, by Profession Business

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

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

Execution is admitted on 11-10-2018 by Mr Rachit D Sanghavi, authorized signatory, MS Merfin Projects Ltd (Private Limited Company), 22 Prince Anwar Shah Road, P.O:- Tollygunge, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN - 700033; authorized signatory, Ms Panghat Agency Private Limited (Private Limited Company), 33 A Chandranath Chatterjee Street, P.O:- Bhawanipore, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

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



Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

On 12-10-2018**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.

Major Information of the Deed :- I-1611-07372/2018-12/10/2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,014/- (B = Rs 5,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2018 6:06PM with Govt. Ref. No: 192018190297031401 on 09-10-2018, Amount Rs: 5,014/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB09102018095428 on 09-10-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,911/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 162644, Amount: Rs.100/-, Date of Purchase: 13/06/2018, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2018 6:06PM with Govt. Ref. No: 192018190297031401 on 09-10-2018, Amount Rs: 6,911/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB09102018095428 on 09-10-2018, Head of Account 0030-02-103-003-02

Shakil Kamran Siddiqui

Shakil Kamran Siddiqui
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
South 24-Parganas, West Bengal

Major Information of the Deed :- I-1611-07372/2018-12/10/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1611-2018, Page from 139838 to 139886
being No 161107372 for the year 2018.



Shakil Kamran Siddiqui

Digitally signed by SHAKIL KAMRAN
SIDDIQI
Date: 2018.10.12 18:01:49 +05:30
Reason: Digital Signing of Deed.

(Shakil Kamran Siddiqui) 12-10-2018 18:01:38
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARUIPUR
West Bengal.

(This document is digitally signed.)

