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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AP 397513

J. 14P  
 10/10/23  
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Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

16 OCT 2023

**THIS AGREEMENT** is executed at Kolkata on this 10<sup>th</sup> day of October, Two Thousand and Twenty Three

**BETWEEN**

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 rat  
 2/2527652/23  
 2-22701/23



Visit Case No. 3909 on 9/10/23

J(1)- 250  
 J(2)- 100  
 Total 350

ARA-IV  
 Kolkata

15 SEP 2023

14038

No..... ₹ 100/- Date.....

Name : ..... **B. G. LAHIRI**

Advocate

Address : ..... **ALIPUR JUDGE COURT**

**KOL-27**

Vendor : .....

Alipore Collectorate, 24 Pgs. (South)

**SUBHANKAR DAS**

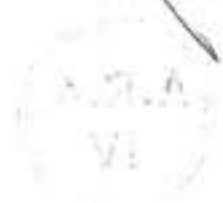
STAMP VENDOR

Alipore Police Court, KOL-27

*Cl. Soni*



10025



*Cl. Soni*



10026



*Roujan Chakraborty*



10032

*Saroj Kumar Ram*  
**SAROJ KUMAR RAM**  
S/O LT. A.K. RAM  
Alipore Police Court  
Kolkata-700 027

**ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA**  
10 OCT 2023



(1) **AADITHYAVARNAM PROJECTS PRIVATE LIMITED (PAN:AASCA5276D)**, a company incorporated under the companies Act, 2013, having its Registered Office at 18B, Ashutosh Mukherjee Road, P.O. Lala Lajpat Rai Sarani, P.S. Bhawanipore, Kolkata - 700 020, (2) **AMAZING MERCHANTS PRIVATE LIMITED (PAN:AANCA4332M)**, a company incorporated under the companies Act, 2013, having its Registered Office at 493B, GT. Road, P.O. & P.S. Shibpur, Howrah - 711102, (3) **SARVACHARYA VYAPAR PRIVATE LIMITED (PAN:ABACS6580M)**, a company incorporated under the companies Act, 2013, having its Registered Office at Office at Unit No. 5/11, Acropolis, 1858/1, Rajdanga Main Road, P.O. EKT Kolkata, P.S. Kasba, Kolkata - 700 107 (4) **GOPALPURAM DEALERS PRIVATE LIMITED (PAN:AAHCG5864C)**, a company incorporated under the companies Act, 2013, having its Registered Office at Unit No. 5/11, Acropolis, 1858/1, Rajdanga Main Road, P.O. EKT Kolkata, P.S. Kasba, Kolkata - 700 107 and (5) **SAMDRISTI INFRATECK PRIVATE LIMITED (PAN:ABBCS2835E)**, a company incorporated under the companies Act, 2013, having its Registered Office at Unit No. 5/11, Acropolis, 1858/1, Rajdanga Main Road, P.O. EKT Kolkata, P.S. Kasba, Kolkata - 700 107, all companies (Sl. No. 1 to 5) represented by their Authorised Signatory Mr. Ranjan Chakraborty (PAN:AOVPC0888F) (Aadhaar No.6676 4208 2187), son of Mr. Shyamalesh Chakraborty, residing at 4, Baidik Para Lane, P.O. Hindmotor, P.S. Uttapara, District-Hooghly, Pin-712 233, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors or successors-in-office and assigns), of the **FIRST PART**;

**AND**

**MERLIN PROJECTS LIMITED (PAN:AACCM0505B)**, a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, represented by its Authorised Signatory Mr. Shashi Kant Soni (PAN:BVMP8608E) (Aadhaar No. 5226 9513 2823), son of Mr. Rajendra Prasad Soni, by occupation- Service, 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 as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns), of the **SECOND PART**.

**WHEREAS:**

- A. The Parties hereto of the First Part are Owners of various pieces and parcels of land total measuring 43.51 decimals equivalent to 26.32 cottahs, comprised in LR Dag Nos. 3435, 3441, 3442, 3443, 3499, 3500, 3501 & 3503, under LR Khatian Nos. 24270, 23825, 24294, 24274, 23854, 23872, 24270, 24627, 24280 and 23860 in Mouza: Gopalpur, J.L. No: 2, P.S. Narayanpur (formerly Airport), District: North 24 Paraganas, Pin-700 136, more or less

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with a clear marketable title more fully and particularly described in the **First Schedule** written hereunder and hereinafter referred to as the **"Said Property"**.

- B. The details of Ownership of 'Said Property' more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written.
- C. The Developer is inter-alia engaged in the business of real estate development. As a part of its activity the Developer planning to develop a Residential Housing Complex in phased manner at Mouza Gopalpur, North 24 Parganas. The Developer for the aforesaid purpose has already identified several land parcels and obtained development right from the Owners of said land parcels. The developer has also approached the Owners herein for joint development of its aforesaid project comprising of several self-contained independent units / apartments together with requisite infrastructure, amenities, facilities etc. on the Said Property and hereinafter referred to as the said Project. It is clarified that for better and integrated development with the ultimate goal of achieving better revenue out of said development the Developer will develop the "Said Property" jointly with the properties of other Owners contiguous to the 'Said Property' after execution and registration of Development Agreements with the said Land Owners in accordance with the law, whose lands/properties will be developed for the proposed project to be developed by the Developer with the "Said Property". It is further clarified that all Land Owners of the proposed project will execute and register a Deed of Amalgamation for amalgamation of all land parcels to be developed by the Developer for the proposed project prior to sanction of the Building Plan of the proposed project by the appropriate sanctioning authority.
- D. Prior to the execution of this Agreement, the Developer has made necessary searches and investigation concerning the marketable title of the Owners in respect of the Said Property and upon being fully satisfied with the title of the Owners, the Developer has discussed with the Owners, the terms and conditions upon which the development of the said project on the said Property will be undertaken and accordingly both parties herein have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH** and it is hereby agreed and declared 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:

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- 1.1 **"SAID PROPERTY"** shall mean shall mean land parcel comprised in LR Dag Nos. 3435, 3441, 3442, 3443, 3499, 3500, 3501 & 3503, under LR Khatian Nos. 24270, 23825, 24294, 24274, 23854, 23872, 24270, 24627, 24280 and 23860 in Mouza: Gopalpur, J.L. No: 2, P.S. Narayanpur (formerly Airport), District: North 24 Paraganas, Pin-700 136, as described in **First Schedule** hereunder written.
- 1.2 **"PROJECT"** shall mean the planning, design, development and construction of pre dominantly residential multistoried buildings (comprising of various self-contained independent flats / apartments, and some commercial spaces as may be planned by architect on the '*Said Property*' along with other constructed spaces, facility of car parking areas, necessary infrastructure, facilities, common areas and amenities in accordance with the Building Plan to be sanctioned by the Appropriate Authority and other permissions, clearances from the concerned authorities as may be required from time to time and according to specifications for construction agreed between the parties hereunder.
- 1.3 **"NATURE OF DEVELOPMENT"** shall mean the development of the '*Said Property*', by constructing predominantly multistoried residential building/s along with some commercial space, as may be approved by the sanctioning and/or concerned authority at any time, as agreed between the parties.
- 1.4 **"GROSS SALE PROCEEDS"** shall mean the amounts on any account whatsoever received from time to time (including part payments) from any Transferee in respect of transfer of any property, benefit or right in the Project or any part thereof and/or any Saleable Space or any part thereof and/or anything else relating to or connected with the Project including proceeds of sales or consideration, premium, salami, rent, car-parking charges, floor rise charges, preferential location charges, interest / compensation if any received by the Developer from Transferees on any delayed payment or otherwise, transfer/nomination charges, any amount received from Transferees as compensation on cancellation of any Agreement, Deposits/Extra Charges/Taxes and also GST or any other tax payable by the Transferees, etc.
- 1.5 **"NET SALE PROCEEDS"** shall mean Gross Sale Proceeds less:
- a) GST and other taxes will be charged to the customers, as may be applicable from time to time (hereinafter referred to as "**the Taxes**");

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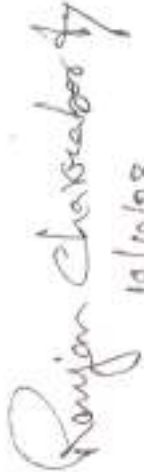
Government of West Bengal

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

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata






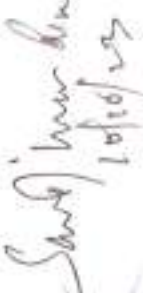
Signature / LTI Sheet of Query No/Year 19042002527657/2023

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	Mr Ranjan Chakraborty 4, Baidik Para Lane, City:- , P.O:- Hindmotor, P.S:-Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712233	Represent ative of Land Lord [Aadithyav amam Projects Private Limited ] ,[Amazing Merchants Private Limited ] ,[Sarvacha rya Vyapar Private Limited ] ,[Gopalpur am Dealers Private Limited ] ,[Samdrisi Infrateck Private Limited ]		10026 	 10/10/23



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
2	Mr Shashi Kant Soni 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033	Representative of Developer [MERLIN PROJECT S LIMITED]		10025 	 10/10/23
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Saroj Kumar Ram Son of Late A K Ram Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	Mr Ranjan Chakraborty, Mr Shashi Kant Soni		10032 	 10/10/23

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







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



192023240248149161

GRN Details

GRN: 192023240248149161 Payment Mode: Online Payment  
GRN Date: 06/10/2023 11:48:12 Bank/Gateway: IDBI Bank  
BRN : 732586117 BRN Date: 06/10/2023 12:07:28  
GRIPS Payment ID: 061020232024814915 Payment Init. Date: 06/10/2023 11:48:12  
Payment Status: Successful Payment Ref. No: 2002527657/1/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name: MERLIN PROJECTS LIMITED  
Address: 22, Prince Anwar Shah Road  
Mobile: 9836459795  
Depositor Status: Buyer/Claimants  
Query No: 2002527657  
Applicant's Name: Mr Bapi Das  
Identification No: 2002527657/1/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 06/10/2023  
Period To (dd/mm/yyyy): 06/10/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002527657/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002527657/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
<b>Total</b>				<b>75041</b>

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.





- 3
- b) Transfer or Nomination Charge and Booking Cancellation charges, if any, collected by the Developer;
  - c) Other Deposits and Charges: "Other Deposits and Charges" are collected from the transferees along with applicable Taxes which shall mean the following:
    - i. Any deposits/fit out charges for the resident's club, electricity connection, flat air-conditioning, generator, installation of transformer, maintenance deposit, advance maintenance charges, legal /documentation charges, charges for formation of the association/society of the Transferee/s, collected from the Transferee/s (collectively known as Extra Development Charges [EDC]) which shall not be forming part of consideration for the flats / units of the Project to be sold to such Transferee/s.
    - ii. Stamp duty and registration fees and other incidental and allied costs, expenses etc. if received, collected and recovered from the Transferee/s for the purposes of execution and/or registration of the agreement for sale/conveyance deed or other instruments/documents for Transfer of the flats / units of the Project. Priority should be given to the transferees directly paying the same to the concerned authority.
    - iii. Cost received for any extra customization/up-gradation work carried out by the Developer at the instance of Transferee/s in addition to and beyond the standard Specification of the buildings and flat as stated in **THIRD SCHEDULE** hereto as well as changes due to design provisions/layout.
    - iv. It is agreed and recorded that the maximum amount chargeable by the Developer on account of EDC will be Rs.733/- (Rupees Seven Hundred Thirty Three only) on per sq. ft. built-up area.
- 1.6 **"ARCHITECT AND OTHER CONSULTANTS"** shall mean any person/s, agencies, to be appointed by the Developer as consultants for designing and planning the proposed project and/or building/s and allied infrastructure to be constructed on the 'Said Property'.
- 1.7 **"OWNERS"** shall mean the Parties of the First Part and include its successor or successors in office and permitted assigns.

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- 1.8 **"DEVELOPER"** shall mean the Party of the Second Part and include its successors, successor-in-office and/or permitted assigns.
- 1.9 **"SHARING RATIO"** shall mean the share of the parties respectively in the constructed saleable area and Net Sales Proceeds as per the agreed ratio, as more fully described in the **Article - XIII** hereunder.
- 1.10 **"NEW BUILDING"** shall mean the new multistoried buildings to be constructed by the Developer in accordance with the plan/s and/or revised plan/s to be sanctioned by the appropriate sanctioning authority.
- 1.11 **"PLAN"** shall mean plan or plans to be prepared by the Architect and sanction by the concerned authorities for the Development of the '*Said Property*' including any modification and/or additions, alternations thereof, hereinafter referred to as the '*Said Plan*',
- 1.12 **"SPECIFICATION"** shall mean the specifications of the material to be used for the construction of the new building, common area, amenities and facilities to be provided in the said Complex as more fully mentioned in **THIRD SCHEDULE**.
- 1.13 **"TRANSFER"** with its grammatical variations shall mean transfer by Sale and include transfer by possession in part performance of such sale and include any other means of transfer if so mutually agreed between the parties in writing.
- 1.14 **"TRANSFeree"** shall mean any persons to whom any space or rights in the new Project including any Saleable Space will be transferred or agreed to be transferred.
- 1.15 **"OTHER DEPOSITS/EXTRA CHARGES/TAXES"** shall mean the amounts to be deposited/paid by any Transferees in respect of their respective Units and the same to be utilized by the Developer towards arrangement of such services.
- 1.16 **"DEVELOPMENT RIGHTS"** shall refer to the rights, powers, entitlements, authorities, sanctions and permissions at the costs, expenses and effort of the Developer and on and subject to the terms and conditions contained in this agreement to:
- i. To develop the '*Said Property*' jointly with the properties of other Owners contiguous with the '*Said Property*' and to construct new multistoried building by the Developer solely at its own costs, expenses and effort in accordance with the plan to be sanctioned by the Appropriate Authority and/or



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other relevant authorities as per the various applicable laws 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 and also approved in writing by the Owners;

- 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 having been mutually agreed in writing upon consultation with the Owners;
- 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 at the rates and in the manner as mentioned hereinafter;
- v. To carry out all the infrastructures and related work/ constructions for the 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 on the '*Said Property*' for the said project;
- vi. To execute all necessary, legal and statutory and applications necessary for the exercise of the Development Rights, all allotments, agreements and sale deeds in connection with all the marketing, leasing, licensing or sale of the constructed area comprised in the Project and to be constructed on the Land as envisaged herein shall be executed by the Owners, through their constituted Attorney being the Developer and the Developer jointly 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 Land and the built up areas and facilities/ common areas comprised in the project and constructed upon the Land directly or through facility management agency against collection of maintenance charges from the Transferees of the said 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 to the extent permitted herein and 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. It is agreed and understood that the Owners shall neither be held responsible in respect of such loan nor Owners share of constructed area / revenues shall be 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;
  - x. The Developer shall be entitled to solely responsible for the sale, sales promotion and advertisement of the entire project.
- 1.17 **"SALEABLE SPACE"** shall mean the aggregate of Built Up Area of all the Units in the new building/s to be constructed and the right to park car and all other open or covered space/s intended or capable of being sold or commercially exploited and shall also include any additional area constructed over and above the sanctioned area and include any proportionate share in land and/or Common Areas and Installations attributable thereto. This shall be subject to applicable laws including the prevailing Real Estate Law.
- 1.18 Words importing singular shall include plural and vice versa.
- 1.19 Words importing masculine gender shall include feminine and neuter genders - like - wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

**ARTICLE-II**  
**INTERPRETATION**

In this agreement save and except as otherwise expressly provided.

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- 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.
- 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 rules, orders, 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 by mutual consent in writing of the parties hereto.

**ARTICLE-III**  
**REPRESENTATIONS AND ASSURANCES BY THE OWNERS**

- 3.1 At or before entering into this agreement the Owners has assured and represented to the Developer as follows:
  - i. That the Owners herein are the absolute Owners of the entirety of the '*Said Property*' having a marketable title in respect thereof.
  - ii. That excepting the Owners nobody else has any right, title, interest, claim or demand whatsoever or howsoever into or upon the '*Said Property*'.

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- iii. That the '*Said Property*' is free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever created or suffered by the Owners.
  - iv. That the Owners has full power and authority to enter into this agreement envisaging development of the '*Said Property*' by the Developer, then sell, transfer and/or deal with by the Owners of the '*Said Property*' and there is no subsisting agreement for sale, transfer, lease and / or development affecting the same nor has the Owners created any third party interest into or upon the '*Said Property*' or any part thereof.
  - v. That all rates, taxes, khazna and other outgoings payable in respect of the '*Said Property*' upto the date of execution hereof have been paid and/or shall be paid by the Owners and the Owners shall continue to pay the same for the period upto the date of sanction of Building Plan, and have agreed to keep the Developer its successor and/or successors saved harmless and fully indemnified from all costs, charges, claim, actions, suits and proceedings that may be suffered by the Developer owing to nonpayment thereof.
  - vi. That there is no suit or legal proceeding pending before any court of law or any authority nor there is any threat of any legal proceeding 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:
  - vii. That there is no attachment under the Income Tax or any other 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 no notice or intimation about any such proceedings has been received or come to the notice of the Owners.
  - viii. That the '*Said Property*' can be jointly developed by the Developer with the properties of other Owners which are located adjacent/contiguous of the '*Said Property*'.
- 3.2 Relying on the aforesaid representations and believing the same to be true and acting on good faith thereof the Developer has prima-facie accepted the title of the Owners.

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**ARTICLE-IV**  
**DEVELOPER'S REPRESENTATION**

4. The Developer has represented and warranted to the Owners as follows:
  - 4.1 That the Developer is carrying on business of development and construction of real estate and has sufficient infrastructure and expertise in this field and adequate financial capacity to undertake the work of this Development.
  - 4.2 The Developer has considerable experience, skill, expertise, finance and a reputed team of professionals at its command for the purpose of carrying out construction transfer and management of the said Housing Complex.
  - 4.3 That there is no insolvency, bankruptcy, winding-up, dissolution or liquidation proceeding pending against the Developer.
  - 4.4 The Developer has prima facie inspected the '*Said Property*' and found the same physically fit for development jointly with the properties of other Owners contiguous/adjacent to the '*Said Property*' from whom the Developer has acquired development right.
  - 4.5 The Developer based on the representations on part of the Owners are prima facie satisfied in respect of the title of the '*Said Property*'.

**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 proposed Project on the '*Said Property*' on the terms and conditions, as hereinafter contained.

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**ARTICLE-VII**  
**POSSESSION**

7. Simultaneously with the execution of this Agreement the Owners shall handover peaceful possession of the same to the Developer herein on as is where is basis.

**ARTICLE-VIII**  
**DEVELOPMENT RIGHTS**

- 8.1 The Owners 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 Authority concerned 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 construction work at the '*Said Property*' and the Developer shall pay and bear all fees including architect's fees charges construction costs and other expenses required to be paid or deposited for exploitation of the '*Said Property*' including marketing of the proposed project.
- 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 and commercial exploitation of the '*Said Property*' in terms hereof and other than to deal with Developer's Share, 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 shall also share such plans / drawings with the Owners before submission of the plan to the concerned authority for sanction and giving 30 days' time to the Owners to give its inputs. The Owners shall be entitled to give necessary inputs which shall be suitably incorporated upon joint discussions with the Architect.

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In addition to the normal F.A.R, the Developer shall also try and get additional F.A.R. on account of Green Building and other permissible areas of buildings to be constructed and hereinafter referred to as the additional F.A.R and the plans shall be prepared by utilizing the same.

**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*'.
- 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 has agreed to keep the Owners, 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 and commercial spaces in the Project with the objective of optimum utilization of available space, keeping in mind the then market scenario.
- iv. In consultation with the Architect shall determine the quality and specifications of building materials that are to be used in construction of the new buildings in the Project without however violating those as per the **THIRD SCHEDULE** specified herein.
- v. The Developer shall with prior written approval from the Owners be entitled to make any changes, variation and/or modifications in the Plans and/or specifications and/or construction of the new buildings, as may be required to be done from time to time at the instance of the concerned sanctioning authority or other appropriate authorities or under any statute or under the advice of the Architect, without any objection or hindrance or claim by the Owners or any of them.
- vi. During the period of construction of the Project, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions / observations, if made on such inspection, shall be communicated to the Corporate Office of the Developer in writing, who may discuss the same with the Architect and implement, if feasible. Such inspection, non-inspection, giving or non-giving of observation shall not create, on the Owners, any statutory, collateral or consequent obligation or

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liability which is otherwise the obligation or liability of the Developer nor shall be taken to be acknowledgement, discharge or waiver by the Owners of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.

- vii. The Owners shall not remain responsible for any accident and/or mishap or damage taking place within or outside the '*Said Property*' while undertaking demolition of the existing structures, if any, at the '*Said Property*' and during the course of development and the developer has agreed to keep the Owners, saved harmless and full indemnified from and against all costs, charges, claims, actions, suits and proceedings, in relation thereto.
- viii. The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the '*Said Property*' or any part or portion thereof.
- ix. The Developer shall not expose the Owners 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.
- x. The Developer shall 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 in a good and workman like manner and by adhering to the Specifications and to pay; perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xi. The Developer shall comply with all applicable laws and shall complete the development and construction of the Building strictly in accordance with the sanctioned and/or revised sanctioned Building Plan.
- xii. The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the '*Said Property*'. The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the '*Said Property*'.
- xiii. The Developer on being satisfied based on the representation of the Owners with the title of the Owners on prima facie basis and have agreed to take up the Project and hereby confirms and undertakes

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that, the Developer shall commence construction of the Project upon obtaining sanction plan and all other mandatory approval if so required to be obtained after sanction of plans and prior to commencement of construction of the '*Said Property*', subject to any Force Majeure conditions, as defined in this Agreement (*Date of Commencement*) preferably on or before 01.07.2024.

- xiv. The Developer shall, at the earliest from the date of execution of all Development Agreement, obtain from the Competent Authorities, sanction of the Building Plans to commence construction on or before 01.07.2024. In case the approvals as mentioned takes more time due to Force Majeure Conditions the said period may be extended as mutually agreed between the parties in writing . In this regard it is clarified that (1) full potential (including normal FAR and additional FAR) of the '*Said Property*' shall be utilized for construction of the New Building, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate from concerned Authority).
- xv. The Developer shall be responsible to arrange all necessary finances and/or funds for the development of the Project. However, financial or other obligation or liability thereby, extends all necessary co-operation required by the Developer for obtaining such finances and/or funds.
- xvi. GST and all other impositions or levies, as may be imposed or levied by any Statutory or Governmental Body or authority upon the Development of the '*Said Property*' or matters connected therewith , if any, relating to the construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same. However the Owners shall be liable to pay GST as may be applicable as per statute. In case Owners decide to retain constructed areas in the said project the developer will charge applicable GST and same will be payable by the Owners. However, in case of any new levies in the future if imposed by any statutory authority the same shall be borne the parties in accordance with law.
- xvii. It is hereby agreed that, if the Developer wants to change the nomenclature of the Developer Company, it can be done only with prior written consent of the Owners, the said consent should not be withheld unnecessarily by the Owners and the changed entity shall be bound by all the terms and conditions of this Agreement and all obligations and liabilities of the Developer in respect of the project.

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- xviii. The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity, telephone and any other essential connections and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units.
- xix. The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the Land and/or Buildings(s) and/or Units as may from time to time be required, for that the developers can make applications in the name of Owners to concerned authorities, as their authorised representatives.
- xx. On and from the date of this Agreement, the Developer shall be in charge of the Development of the '*Said Property*' in the manner herein stated and further bear and pay all costs and expenses on account of security and safety of the '*Said Property*'.
- xxi. The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the '*Said Property*'.
- xxii. The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- xxiii. The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with estimated value of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project Costs. The proceeds from any insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration, replacement, -or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- xxiv. For the purpose of maintaining clarity in the Project accounts and also to provide ease in monitoring cash flow of the Project through the designated Real Estate account, the Owners hereby agree that subject to the Developer not being in default or breach of any Conditions of Transfer, the Developer alone shall be responsible

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and authorized in the name of the Owners to receive in trust for the Owners, the Owners' share of all earnest money, advances, deposits, considerations and other amounts (including Net Sale Proceeds) payable by the transferee/s for the sale or Transfer of Units and other saleable areas and give valid receipts and discharges therefor.

- xxv. The Developer shall also be solely responsible for the Development of the Project and shall be entitled for itself and on behalf of the Owners, as the case may be, to handle, deal with and/or to look after all matters, disputes, litigations, cases, issues that may arise out of the activities while developing the '*Said Property*' and construction of the Project thereat, at its own cost and expenses, as also those arising with the ultimate buyers of Units of the Project by ensuring there is no delay, default or breach of this agreement or the agreement with such buyers.

#### **ARTICLE-XI**

#### **INTEREST FREE REFUNDABLE SECURITY DEPOSIT**

- 11.1 The Developer shall pay to the Owners an interest free refundable security deposit of Rs.26,00,000/- (Rupees Twenty Six Lakh only), which shall be payable within 3 (three) months from the date hereof.
- 11.2 That the above security deposit paid to the Owner by the Developer shall be adjusted by the Developer @ 5% of Net Sale Proceeds payable to the Owner by the Developer from the Owner's share from very first sale till refund of entire security deposit amount.

#### **ARTICLE-XII**

#### **TIME OF COMPLETION**

12. It is agreed between the parties herein that the Developer shall complete the development of the Project in all respects and in all phases, within 60 (sixty) months, with an additional 12 (twelve) months grace period (if the Project is not completed within the originally specified time), and all other approvals as may be mandatorily required after the grant of sanction plan and before commencement of construction, subject to force majeure stipulations hereunder.

#### **ARTICLE-XIII**

#### **SHARING RATIO**

- 13.1 In consideration of the Owners granting development rights to the Developer and the Developer agreeing to construct and complete the Project at its cost and expenses, the Owners shall retain their share of constructed residential area and shall share the net sale proceeds of the constructed commercial area with the Developer and the parties shall jointly Transfer the flats / units and other rights and benefits in the Project (with the Owners transferring the undivided share in land

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upon completion of construction) and share the Net Sale Proceeds received from the prospective Transferees in the ratio as mentioned below:

**Owners** : **26.6% (Twenty Six Point Six Percent)** net sale proceeds on to be paid to the Owners in proportion to their land holding in total development;

**Developer** : **Balance 73.4% (Seventy Three Point Four Percent)** of the net sale proceeds.

- 13.2 That it is agreed between the Owners and Developer that after receiving the payment of the entire amount of consideration in respect of Owners allocation, the Deed of the Conveyance will be executed by the Owners, through its constituted attorney being the Developer in favour of such intending Purchaser and the Developer will necessarily be a Party to such Deed of Conveyance and/or transfer, as the case may be.
- 13.3 If the Owners want to retain any constructed areas in the proposed development, for that the Owners shall be liable to pay applicable GST, Extra Development Charges (EDC), Advance Maintenance Charges, Corpus Fund / Sinking Fund in respect of said retained areas in terms of this Agreement to the Developer as and when demanded by the Developer.

**ARTICLE-XIV**  
**MARKETING OF PROJECT**

- 14.1 The Developer shall have the exclusive right and crucial obligation to adequately publicize/ advertise / promote the entire Project to drive and achieve high sales of Units and/or other constructed areas or spaces, Parking Spaces, commercial spaces (if any) and other facilities comprised in the Project.
- 14.2 Both the parties hereby agree undertake and acknowledge that subsequent to registration of the proposed residential project with relevant Real Estate Law, the Developer shall be entitled to receive booking, enter into agreement for sale, allotment for sale, of any Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the 'Said Property' as per the terms of this instant Agreement. The Developer shall be entitled to receive consideration / allotment money/ advance consideration, etc. in its own name in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of sales of all Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in a separate bank account as per the prevailing Real Estate Law



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- 14.3 The Parties have mutually agreed that, the entirety of the Project shall be sold out within 12 (twelve) months of the Completion Time. In case, the entirety of the Project does not get sold within the time specified herein, the Parties may extend the time upon mutual agreement in writing. After the agreed extended period (if applicable) or if no such extended period is agreed then on expiry of 12 months of the Completion Time, the unsold stock shall be divided/shared in a fair and equitable manner between the Parties as per the agreed ratio of 28% (Owner): 72% (Developer) after deduction of any tax on Notional rent, applicable taxes/levies and maintenance charges as may be applicable on such unsold stock. The Owners shall upon being delivered possession of its portion of the unsold stock by the Developer also liable to pay to the Developer 'Other Deposit and Charges' [mentioned in clause 1.5 (c)(i)] applicable to their share of such unsold stock plus applicable GST on such unsold stock & 'Other Deposit and Charges'.
- 14.4 The Owners hereby agree and the Developer hereby agrees, undertakes and acknowledges that subsequent to Registration of the proposed project with under prevailing Real Estate Law, exclusively be entitled to take applications/requests for booking issue letter of Allotment to the prospective Purchasers/Allottees but all agreement for sale, sale deed, nomination/transfer etc., of any Saleable Space, Unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the '*Said Property*' shall be signed and executed by both parties and the Owners shall be represented through its constituted Attorney.
- 14.5 The Developer shall ensure that the advertising and marketing of the Project is carried out in a manner that is consistent with and not in derogation of or conflict with any terms or provisions of this Agreement and the Applicable Laws.
- 14.6 The Parties hereby agree that all Net Sale Proceeds, booking amounts, advances and sale proceeds received by the Developer for the sale and Transfer of the Units comprised in the Project shall be appropriated and shared by the Parties in the ratio as mentioned in the Cl. 13.1 above.
- 14.7 In case of there being any requirement of any transaction to be carried out by a manner other than absolute sale in respect of any unit or saleable area, the Developer shall obtain prior written consent of the Owners in respect thereof.

#### **ARTICLE-XV**

#### **INCOMES & EXPENDITURES / ACCOUNTS / FINANCIAL COVENANTS**

- 15.1 All costs and expenses for the Development of the Project shall be borne by the Developer.

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- 15.2 The total revenues in terms of gross sale proceeds of the Project constructed areas (excluding the amounts as mentioned in clause 1.5(a) to 1.5(c) hereto) shall be shared by the Owners and the Developer in the ratio as mentioned in clause 13.1 above.
- 15.3 It has been decided that, the day to day administration of the marketing and compliance of the terms and conditions of sale of the total saleable spaces/units in the Project to the transferees shall be made by the Developer. The Developer shall be entitled to receive consideration/allotment money/ advance consideration, etc. in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees / Purchasers shall be deposited in the Specified Account.
- 15.4 With effect from the month when booking of flats is started, by the 15<sup>th</sup> day of each succeeding month, the Developer will pay to the Owners, the Owners' Share of Net Sale Proceeds calculated upto the last date of such payment as received and will also provide to the Owners a detailed statement in respect thereof to be prepared by the Developer containing details of (a) all transactions entered into the Project, (b) cancellations, if any, moneys received and/or paid as refunds or on any other account to such third persons during such period, (c) all other relevant particulars and details and (d) the corresponding Gross Sale Proceeds and Net Sale Proceeds all upto the date of payment to the Owners. Along with the statement as above, the bank statement of the Specified Account during the immediately preceding English calendar month shall also be provided by the Developer to the Owners. In addition to the above, the Developer shall be bound to cause and ensure the entire payment of the Owners' Revenue Share in respect of commercial areas on or before the execution of the deeds of conveyance/transfer of such commercial unit/saleable area in favour of the transferee. The Owners shall, in any event, be granted unconditional and irrevocable rights to view the bank account transactions in respect of the Specified Account.
- 15.5 The Taxes in respect of the sale of the Units to the transferees shall be collected by the Developer from the transferees and deposited in the Specified Account mentioned above. Deposit of such Taxes with the concerned authority in accordance with law in respect of the sale of the Units to the transferees and complying with applicable provisions regarding the same shall be the responsibility of the Developer. However, such payment of Taxes in respect of the sale of the Units to the transferees shall be made out of the Taxes received from the Transferees forming part of Gross Sale Proceeds. Under no circumstances shall the Owners be made or held liable for payment of any Taxes in respect of Gross Sale Proceeds or Net Sale Proceeds or

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any part thereof nor in respect of grant of any rights and authorities to the Developer hereunder or in terms hereof.

- 15.6 It is further recorded that in view of the present laws, the intending purchasers may deduct Tax Deductible at Source in accordance with the provisions of the Income Tax laws of India and similarly the Developer shall deduct TDS from Owners' revenue.
- 15.7 After completion of Development of the Project, the parties shall carry out reconciliation of accounts of the Project and pay or receive suitable adjustment amounts with applicable interest and other dues, to or from each other. Apart from the exclusions mentioned in para 1.5(a) to 1.5(c) above, the Owners shall have 26.6% share in any other head or account arising out of the Development of the '*Said Property*'.

**ARTICLE-XVI**  
**OWNERS'S OBLIGATIONS**

- 16.1 The Owners shall at its own cost and effort shall:
- i. handover peaceful possession of the said Property to the Developer on as is where is basis.
  - ii. 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.
  - iii. co-operate with the Developer in all respect for development of the '*Said Property*' in terms of this agreement.
  - iv. 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.
  - v. execute one or more registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the said Project, sale of flat/Units or constructed spaces in terms of this agreement, collect sale consideration amount in its own name in terms hereof and execution by adhering to the Conditions of Transfer, registration of Sale Agreement and Deed of Conveyance in favour of Transferee(s)/ Purchaser(s) on behalf of the Owners and further the said Power of Conveyance granted by the Owners to the Developer shall be exercised only after obtaining completion certificate of the Unit and after entire Net Sales Proceeds of the concerned Unit being the subject matter of such conveyance has

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been received by the Developer and Owners' Share is duly distributed to and received by the Owners.

- 16.2 The Owners have further agreed by way of negative covenants that during the subsistence of this agreement subject to the Developer not being in delay or default in compliance of its obligations hereunder:
- i. Not to cause any interference or hindrance in the development of the '*Said Property*' by the Developer.
  - ii. Not to do any act, deed or thing whereby the Developer is prevented from promoting and advertising of the said project.
  - iii. Not to let out, grant lease, mortgage or charge or in any like way transfer or encumber the '*Said Property*' save and except as regards the allocation and/or revenue share of the Owners and save to any buyer/transferee of the saleable spaces in the Project.
  - iv. That they shall be liable and responsible for any lawful claim and/or demand of whatsoever nature of any government / statutory, arising out of the Ownership/title to the '*Said Property*' but not arising due to any transaction carried out pursuant to the terms and conditions of this agreement.

**ARTICLE-XVII**  
**DEFAULT AND REMEDIES**

17. In the event the Developer fails to commence construction of the project by 01.07.2024, in that event the Developer shall liable to pay to the Owners agreed compensation by way of liquidated damages @ 10% per annum on the IGR value of the said property for the period of delay in commencement of construction of the project from aforesaid agreed date.

**ARTICLE-XVIII**  
**PROJECT DECISIONS**

- 18.1 The Developer shall, in consultation with the Owners in the best interest of the Project and based on techno-commercial feasibility, be empowered to take decisions in respect of the following matters and the same will be binding on both the parties:
- a. Nature of development: Residential and/or commercial/mix use.
  - b. Materials to be used for the Project without affecting those specified in the Specifications and without prejudicing to such materials being of good quality.

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- c. The name of the Project will be decided mutually but it shall only have a prefix "MERLIN".

**ARTICLE -XIX**  
**PROCEDURE**

- 19.1 Simultaneously upon execution and registration of this agreement, the Owners shall execute 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 concerned sanctioning Authority and other authorities.
- 19.2 Apart from the execution of the Specific Power of Attorney, the Owners shall execute as and when necessary all papers, documents, plans, etc. for the purpose of development of the '*Said Property*' in terms of this Agreement.
- 19.3 It is agreed between the Owners and Developer that during the construction period, the Developer shall only be liable for making the payment of all the rates, taxes and all other outgoings including the khazna in respect of the '*Said Property*', till handing over the respective allocation area to all the parties.

**ARTICLE-XX**  
**PROJECT**

- 20.1 The Developer shall at its own costs and efforts shall construct, erect and complete the New Building to be constructed for the development of the '*Said Property*', in accordance with the sanctioned and/or revised sanctioned plans and as per the specifications mentioned in the **THIRD SCHEDULE**.
- 20.2 The Developer shall be authorized in the name of the Owners 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 Owners 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 Owners 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.
- 20.3 The Developer shall at their own cost, charges, expenses, outgoings and fees timely comply with all requirements and obligations under the relevant Real Estate Laws as also other applicable laws including obtaining the registration and/or approval of the Project. At the



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request of the Developer, the Owners shall, within a reasonable time sign the necessary papers as may be required. The Developer shall keep all insurances required under the Real Estate Law, as also all licenses, permission and/or approval valid and subsisting at all times at its own costs and expenses. In the event of any interest, penalty, compensation liability and/or other amounts becomes payable under and/or pursuant to WBRERA and/or any other applicable law (including to Transferees and Third Party) and/or any punishment being ordered for any offence on any account whatsoever other than due to the default of the Owners under this Agreement then the same shall be sole liability, obligation and responsibility of the Developer who shall bear, pay and suffer the same. The Developer hereby indemnify and agree to keep the Owners fully indemnified and harmless against all actions, claims, demands, losses, damages, liabilities, expenses etc. whatsoever regarding all matters, filings, submissions, compliances, obligations, responsibilities, actions, proceedings, liabilities, punishments, offences etc. under WBRERA including but not limited to those mentioned above.

**ARTICLE-XXI**  
**FORCE MAJEURE**

- 21.1 Notwithstanding anything contained under this Agreement, neither the Developer, nor the Owners shall be responsible for any delay or any breach if such delay or breach is caused by reason of any Force Majeure which shall include lockdowns /curfew exceeding 7 continuous days on account of Covid 19 Pandemic or similar calamities or any restrictive order by Central or State Government or any other Statutory Body in future and also which all are defined in the WBRERA or any other Real Estate Law as may be in vogue at the appropriate time or in any situation beyond the control of either party as per such definition in WBRERA or other Real Estate Law which may be in vogue at the material time.
- 21.2 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 - XXII**  
**OWNERS' INDEMNITY**

- 22.1 The Owners hereby undertake that the Developer shall be entitled to the development of the '*Said Property*' and shall enjoy its allocated space 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.

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- 22.2 The Owners shall subject to due compliance of its obligations by the Developer, not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said project.

**ARTICLE-XXIII**  
**DEVELOPER'S INDEMNITY**

- 23.1 The Developer hereby undertakes to keep the Owners indemnified and indemnify the Owners 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 'Said Property'.
- 23.2 The Developer hereby undertakes to keep the Owners indemnified against all losses damages costs claims demands actions suits costs proceedings and claims that may arise out of the Developer's action or inaction with regard to the development of the 'Said Project' and/or in the matter of construction of the said Building and/or for any defect therein.
- 23.3 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 Owners shall be fully absolved of any liability or claim thereof or there from.
- 23.4 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement in favour of any third party, without the prior written consent of the Owners. Further any transfer of shares of the Developer that may result in the management and control of the Developer being transferred to anyone else shall be deemed to be an assignment without consent and is prohibited. Similarly, any transfer of shares of the Owners that may result in the management and control of the Owners being transferred to anyone else, shall be deemed to be an assignment without consent and is prohibited without consent.
- 23.5 The Developer agrees to indemnify, keep indemnified, defend and hold harmless the Owners and its assigns and agents against any and all losses, expenses, claims, costs and damages suffered, breach or alleged breach arising out of, or which arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 23.6 Developer shall indemnify and shall always keep the Owners, its employees, assigns and agents indemnified and harmless against:
- i. All claims, damages, compensation or expenses payable in consequence of any injury or accident or death sustained by any workmen or other persons during construction and/or upto the completion of the project including the Common Areas

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appertaining thereto in all respect upto handing over possession of Unit to the intending purchaser and the Owners shall be at the cost of Developer defend any action in respect of such injury brought under the Employees Compensation Act or other provisions of law.

- ii. Any lien or charges claimed or enforced against any material supplied in construction of the Project by any supplier of such materials.
- iii. All acts, commissions, omissions, negligence and deviation in respect of the sanctioned Building Plan with such modification as be approved by the concerned authority and Development authority and in regard to meeting of its obligations as herein mentioned and against all claims, demands, right and actions of all workmen, engineers, architects and their successors to be employed in the Project.
- iv. All borrowings made for the Project and mortgages and charges created over the '*Said Property*'.

**ARTICLE - XXIV**  
**MISCELLANEOUS**

- 24.1 The Parties agree that in the event of any breach of the provisions of this Agreement which such party fails to remedy within a reasonable period of being notified by the other, 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.
- 24.2 The Owners 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.
- 24.3 Drafting of Deeds & Documents.
- a) That all agreements for sale, transfer and or other documents which are required to be executed and registered for transfer by

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way of sale or otherwise (as may be advised) of the constructed areas together with undivided proportionate impartible share of the said Property shall maintain uniformity in respect of the agreements, restrictions, stipulations, covenants, terms and condition for the use and occupation of the Units and other constructed areas of the said Project and the Owners through their constituted attorney and Developer shall from time to time execute and register all such Agreements for Sale, and other Deeds and documents unto and in favour of intending Transferees and shall further do all other acts deeds and things as may be necessary to implement and to enforce the same and to give full effect to the intention of the Parties herein and for perfecting the powers and authorities herein expressly granted.

- b) That the template of all agreement for sale, deeds of sale/ transfer and other documents which are required to be executed and registered as envisaged herein shall be drafted by solicitor and/or Advocate of the Developer in consonance with the WBRERA.
  - c) That both the parties herein shall not change alter and/or deviate from the said uniform drafts of the agreement for sale, deeds and/or other documents.
- 24.4 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.
- 24.5 Nothing in these presents including possession shall be construed as a demise or assignment or conveyance in law by the Owners 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.
- 24.6 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, e-mail to the registered office addresses of the Owners and Developer.
- 24.7 The Owners 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 Owners. The Owners shall provide all the original Title Deeds in respect of the entire property along with respective clearances from each of the Statutory Departments, as mentioned hereinabove, to the Developer within 90 days from the date of execution of this Development Agreement.

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- 24.8 After the completion of the project, the buyers of all apartments, units shall form an Association, and the Developer shall cause each of the Apartment / Unit Owners to whom they would transfer their respective right, title and interest to compulsorily become a member of such Association. After formation of the 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.
- 24.9 All the apartment / space Owners including the Owners herein (if they retain any flat) 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 Owners Association, to comply with and/or adhere to all such rules, regulations and bye laws of such Association.
- 24.10 The signatory executing this Agreement on behalf of the Owners and Developer, represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owners and Developer, in accordance with the authorization given by the respective parties and this Agreement is binding on all the parties in accordance with its terms.
- 24.11 The Owners 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 Owners and Developer in their behalf.
- 24.12 No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.
- 24.13 No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.



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**ARTICLE-XXV**  
**GOVERNING LAW, JURISDICTION AND ALTERNATE DISPUTE**  
**RESOLUTION**

- 25.1 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.
- 25.2 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. Further the relevant provisions of the Goods and Service Tax Act, 2016 and relevant Real Estate Act or any other statutory acts will be applicable amongst the parties in terms of the respective provisions thereon.

**ARTICLE - XXVI**  
**CONSTRUCTION FINANCE**

- 26.1 The Developer after sanction of the Plans, and obtaining of all approval required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the 'Said Property' with the Financier for the purpose of the said Construction Finance in the manner that the Financier shall not have any right or lien in respect of Owners' share. For the aforesaid purpose the Owners will join as consenting / necessary party (if required by the Financier) to create a mortgage / charge in favour of the Financier for availing such Project Finance, Provided That the Owners shall not have any liability whatsoever to repay the loan obtained by the Developer and/or any interest, penalty or other amounts relating to the same (collectively Project Finance Liability) and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/Project Finance Liability.
- 26.2 It is also agreed that the intending purchasers shall also be entitled to mortgage and / or create charge over or in respect of their respective units while obtaining loans for purchasing the same in the said project without any financial or other obligation or liability upon the Owners and the Developer shall obtain necessary NOC from their financier for the said purpose.

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

**ALL THAT** the pieces and parcels of land total measuring 43.51 decimals equivalent to 26.32 cottahs, comprised in LR Dag Nos. 3435, 3441, 3442, 3443, 3499, 3500, 3501 & 3503, under LR Khatian Nos. 24270, 23825, 24294, 24274, 23854, 23872, 24270, 24627, 24280 and 23860 in Mouza: Gopalpur, J.L. No: 2, P.S. Narayanpur (formerly Airport), District: North 24 Paraganas, Pin-700 136, which is butted and bounded in the manner as follows:

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**R.S./L.R. Dag No. 3435 butted and bounded as under:**

On the North : By Part of R.S./L.R. Dag No. 3433;  
 On the South : By Part of R.S./L.R. Dag No. 3436;  
 On the East : By Part of R.S./L.R. Dag No. 3442 & 3432;  
 On the West : By Part of R.S./L.R. Dag No. 3434.

**R.S./L.R. Dag No. 3441 butted and bounded as under:**

On the North : By Part of R.S./L.R. Dag No. 3438 & 3442;  
 On the South : By Part of R.S./L.R. Dag No. 3441;  
 On the East : By R.S./L.R. Dag No. 3443;  
 On the West : By Part of R.S./L.R. Dag No. 3440.

**R.S./L.R. Dag No. 3442 butted and bounded as follows:**

On the North : By R.S./L.R. Dag No. 3432;  
 On the South : By R.S./L.R. Dag No. 3441 & 3443;  
 On the East : By R.S./L.R. Dag No. 3500 & 3499;  
 On the West : By R.S./L.R. Dag No. 3435, 3436, 3437 & 3435.

**R.S./L.R. Dag No. 3443 butted and bounded as follows:**

On the North : By R.S./L.R. Dag No. 3442;  
 On the South : By R.S./L.R. Dag No. 3498;  
 On the East : By R.S./L.R. Dag No. 3499;  
 On the West : By R.S./L.R. Dag No. 3441.

**R.S./L.R. Dag No. 3499 butted and bounded as follows:**

On the North : By R.S./L.R. Dag No. 3500 & 3502;  
 On the South : By R.S./L.R. Dag No. 3498;  
 On the East : By R.S./L.R. Dag No. 3501 & 3496;  
 On the West : By R.S./L.R. Dag No. 3442 & 3443.

**R.S./L.R. Dag No. 3500 butted and bounded as under:**

On the North : By Part of R.S./L.R. Dag No. 3500;  
 On the South : By Part of R.S./L.R. Dag No. 3499;  
 On the East : By Part of R.S./L.R. Dag No. 3503;  
 On the West : By Part of R.S./L.R. Dag No. 3432 & 3442.

**R.S./L.R. Dag No. 3501 butted and bounded as under:**

On the North : By Part of R.S./L.R. Dag No. 3502;  
 On the South : By Part of R.S./L.R. Dag No. 3496;  
 On the East : By Part of R.S./L.R. Dag No. 3502;  
 On the West : By Part of R.S./L.R. Dag No. 3499.



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**R.S./L.R. Dag No. 3503 butted and bounded as under:**

On the North : By Part of R.S./L.R. Dag No. 3503;  
 On the South : By Part of R.S./L.R. Dag No. 3502;  
 On the East : By Part of R.S./L.R. Dag No. 3503;  
 On the West : By Part of R.S./L.R. Dag No. 3500.

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(Details of Ownership of the Said Property)**

Name of the Owner	Deed No.	Year	Registered at	LR Dag No.	LR Khatian No.	Area of Land (Decimal)
Aadithyavarnam Projects Pvt. Ltd.	09418	2019	ARA-IV Kolkata	3435	24270	6.51
Amazing Merchants Pvt. Ltd.	01224	2019	DSR-II North 24 Pgs.	3441	23825	4.16
Amazing Merchants Pvt. Ltd.	00150	2019	-Do-	3441	23825	1.04
Sarvacharya Vypar Pvt. Ltd.	05468	2019	ARA-III Kolkata	3441	24294	5.78
Gopalpuram Dealers Pvt. Ltd.	09601	2019	ARA-IV Kolkata	3441	24274	5.91
Samdristi Infrateck Pvt. Ltd.	05975	2019	-Do-	3442	23854	4.00
Amazing Merchants Pvt. Ltd.	00294	2019	ADSR Bidhannagar	3443	23872	3.00
Aadithyavarnam Projects Pvt. Ltd.	09422	2019	ARA-IV Kolkata	3499	24270	3.31
Sarvacharya Vypar Pvt. Ltd.	02430	2020	ARA-IV Kolkata	3500	24627	4.00
Gopalpuram Dealers Pvt. Ltd.	09568	2019	-Do-	3501	24280	1.80
Samdristi Infrateck Pvt. Ltd.	03082	2019	ARA-II Kolkata	3503	23860	4.00
Total						<b>43.51</b>

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

Foundation	R.C.C foundation resting on cast -in-situ reinforced concrete bonded piles.
Structure	Earthquake resistant RCC framed structure.
Water Supply	24 - hour treated water supply.
Electrical	Provision for sufficient electrical points in each and every flats and common area as may be required and suggested by the consultant. Provision for Telephone & T.V points in Living and all bedrooms. Modular switches of reputed brand. Safety equipment such as M.C.B for all flats.
Wiring project/complex	Fire resistance concealed, electrical wiring in entire project/complex.

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Wall Finish	Interior: Smooth putty or POP finished walls. Exterior: Combination of antifungal paint.
Flooring & Dado	Vitrified tiles for living, dining, all bedrooms and balcony. Kitchen / Toilet floors to be made with heavy duty mat finish ceramic/vitrified tiles.
Toilet	Ceramic/vitrified tiles of a reputed brand (up to lintel height). White porcelain sanitary ware of reputed brand. CP fittings of a reputed brand & Hot and cold water provision.
Door	Door frames made of seasoned and treated wood. Flush doors or teak wood finished doors. Quality locks/handles (hardware) for all doors of reputed brand.
Window	Color Anodized/ powder - coated glazed aluminum window.
Kitchen	Granite counter top. Dado (wall) of ceramic tiles above counter upto 2 feet height. Stainless steel Sink.

#### Amenities

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



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

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

1. *Sudhish Jais*

For Aadithyavarnam Projects Pvt. Ltd.,  
Amazing Merchants Pvt. Ltd., Sarvacharya  
Vyapar Pvt. Ltd., Gopalpuram Dealers Pvt.  
Ltd., Samdrishi Infrateck Pvt. Ltd.

*Rajya Chakrabarty*  
Authorised Signatory

2. *Ganesh Pray*

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

MERLIN PROJECTS LIMITED

*P. Das*  
Authorised Signatory

1. *Sudhish Jais*

22, Prince Anwar Shah Road,  
Kolkata-700 033

2. *Ganesh Pray*

22, Prince Anwar Shah Road,  
Kolkata-700 033

Prepared by me

*B. Das*  
**BABI DAS**

Advocate

Alipore Police Court

Kolkata - 700 027

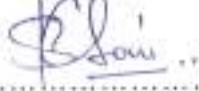
Regd. No.-WB-613/2001












ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA  
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		Thumb	1st finger	mid finger	ring finger	small finger
	left hand					
	right hand					











Name : SHASHI KANT SONI

Signature:  .....

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

Name: RANJAN CHAKRABORTY

Signature:  .....

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

Name:

Signature: .....





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### Major Information of the Deed

Deed No :	I-1904-15433/2023	Date of Registration	16/10/2023
Query No / Year	1904-2002527657/2023	Office where deed is registered	
Query Date	04/10/2023 12:45:07 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Bapi Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8334980846, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 11/-	Rs. 3,27,04,178/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Jagadanga (Gopalpur), Mouza: Gopalpur, JI No: 2, Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3435 (RS :-)	LR-24270	Bastu	Shali	6.51 Dec	1/-	48,93,224/-	Property is on Road
L2	LR-3441 (RS :-)	LR-23825	Bastu	Shali	4.16 Dec	1/-	31,26,853/-	Property is on Road
L3	LR-3441 (RS :-)	LR-23825	Bastu	Shali	1.04 Dec	1/-	7,81,713/-	Property is on Road
L4	LR-3441 (RS :-)	LR-24294	Bastu	Shali	5.78 Dec	1/-	43,44,522/-	Property is on Road
L5	LR-3441 (RS :-)	LR-24274	Bastu	Shali	5.91 Dec	1/-	44,42,236/-	Property is on Road
L6	LR-3442 (RS :-)	LR-23854	Bastu	Shali	4 Dec	1/-	30,06,590/-	Property is on Road
L7	LR-3443 (RS :-)	LR-23872	Bastu	Shali	3 Dec	1/-	22,54,942/-	Property is on Road
L8	LR-3499 (RS :-)	LR-24270	Bastu	Shali	3.31 Dec	1/-	24,87,952/-	Property is on Road
L9	LR-3500 (RS :-)	LR-24627	Bastu	Shali	4 Dec	1/-	30,06,590/-	Property is on Road
L10	LR-3501 (RS :-)	LR-24280	Bastu	Shali	1.8 Dec	1/-	13,52,966/-	Property is on Road
L11	LR-3503 (RS :-)	LR-23860	Bastu	Shali	4 Dec	1/-	30,06,590/-	Property is on Road
		<b>TOTAL :</b>			<b>43.51Dec</b>	<b>11 /-</b>	<b>327,04,178 /-</b>	
		<b>Grand Total :</b>			<b>43.51Dec</b>	<b>11 /-</b>	<b>327,04,178 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Aadithyavarnam Projects Private Limited</b> 18B, Ashutosh Mukherjee Road, City:- , P.O:- Lala Lajpar Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: aaxxxxx6d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Amazing Merchants Private Limited</b> 493B, G T Road, City:- , P.O:- Shibpur, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102 , PAN No.:: AAxxxxx2m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>Sarvacharya Vyapar Private Limited</b> 5/11, Acropolis , 1858/1, Rajdanga Main Road, City:- , P.O:- E K T, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: abxxxxx0m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>Gopalpuram Dealers Private Limited</b> 5/11, Acropolis , 1858/1, Rajdanga Main Road, City:- , P.O:- E K T, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: aaxxxxx4c,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	<b>Samdristi Infrateck Private Limited</b> 5/11, Acropolis 1858/1, Rajdanga Main Road, City:- , P.O:- E K T, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: abxxxxx5e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MERLIN PROJECTS LIMITED</b> 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 , PAN No.:: aaxxxxx5b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Ranjan Chakraborty</b> Son of Mr Shyamakesh Chakraborty 4, Baidik Para Lane, City:- , P.O:- Hindmotor, P.S:-Uttarpara, District:-Hooghly, West Bengal, India, PIN:- 712233, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: aoxxxxx8f, Aadhaar No: 66xxxxxxx2187 Status : Representative, Representative of : Aadithyavarnam Projects Private Limited (as Authorised Signatory), Amazing Merchants Private Limited (as Authorised Signatory), Sarvacharya Vyapar Private Limited (as Authorised Signatory), Gopalpuram Dealers Private Limited (as Authorised Signatory), Samdristi Infrateck Private Limited (as Authorised Signatory)
2	<b>Mr Shashi Kant Soni (Presentant )</b> Son of Mr Rajendra Prasad Soni 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: bvxxxxx8e, Aadhaar No: 52xxxxxxx2823 Status : Representative, Representative of : MERLIN PROJECTS LIMITED (as Authorised Signatory)





**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Saroj Kumar Ram</b> Son of Late A K Ram Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District-South 24-Parganas, West Bengal, India, PIN:- 700027			
Identifier Of Mr Ranjan Chakraborty, Mr Shashi Kant Soni			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-1.302 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-1.302 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-1.302 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-1.302 Dec
5	Samdristi Infrateck Private Limited	MERLIN PROJECTS LIMITED-1.302 Dec

**Transfer of property for L10**

Sl.No	From	To. with area (Name-Area)
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-0.36 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.36 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.36 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.36 Dec
5	Samdristi Infrateck Private Limited	MERLIN PROJECTS LIMITED-0.36 Dec

**Transfer of property for L11**

Sl.No	From	To. with area (Name-Area)
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
5	Samdristi Infrateck Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-0.832 Dec



2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.832 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.832 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.832 Dec
5	Samdristi Infraateck Private Limited	MERLIN PROJECTS LIMITED-0.832 Dec
<b>Transfer of property for L3</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavaram Projects Private Limited	MERLIN PROJECTS LIMITED-0.208 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.208 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.208 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.208 Dec
5	Samdristi Infraateck Private Limited	MERLIN PROJECTS LIMITED-0.208 Dec
<b>Transfer of property for L4</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavaram Projects Private Limited	MERLIN PROJECTS LIMITED-1.156 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-1.156 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-1.156 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-1.156 Dec
5	Samdristi Infraateck Private Limited	MERLIN PROJECTS LIMITED-1.156 Dec
<b>Transfer of property for L5</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavaram Projects Private Limited	MERLIN PROJECTS LIMITED-1.182 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-1.182 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-1.182 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-1.182 Dec
5	Samdristi Infraateck Private Limited	MERLIN PROJECTS LIMITED-1.182 Dec
<b>Transfer of property for L6</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavaram Projects Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec



4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
5	Samdrisi Infrateck Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
<b>Transfer of property for L7</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-0.6 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.6 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.6 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
5	Samdrisi Infrateck Private Limited	MERLIN PROJECTS LIMITED-0.6 Dec
<b>Transfer of property for L8</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-0.662 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.662 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.662 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.662 Dec
5	Samdrisi Infrateck Private Limited	MERLIN PROJECTS LIMITED-0.662 Dec
<b>Transfer of property for L9</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Aadithyavarnam Projects Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
2	Amazing Merchants Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
3	Sarvacharya Vyapar Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
4	Gopalpuram Dealers Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec
5	Samdrisi Infrateck Private Limited	MERLIN PROJECTS LIMITED-0.8 Dec





## Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Jagadanga (Gopalpur), Mouza: Gopalpur, -JI No: 2, Pin Code : 700138

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3435, LR Khatian No:- 24270	Owner:ଅଧିକାରୀଙ୍କ ଦ୍ୱାରା ଚିହ୍ନିତ ମିଳିତା, Gurdian:ଏସ ବିଶ୍ୱାସ, Address:ଏସ୍ ବି କମ୍ପ୍ଲକ୍ସ କୁନ୍ଦୁରୀ ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.06000000 Acre,	Aadithyavarnam Projects Private Limited
L2	LR Plot No:- 3441, LR Khatian No:- 23825	Owner:ଅକ୍ଷୟ କର୍ମକର୍ମ, Gurdian:ଅକ୍ଷୟ ମିଶ୍ରା, Address:କାନ୍ତନଗର ଗୋପାଳପୁର ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.05000000 Acre,	Amazing Merchants Private Limited
L3	LR Plot No:- 3441, LR Khatian No:- 23825	Owner:ଅକ୍ଷୟ କର୍ମକର୍ମ, Gurdian:ଅକ୍ଷୟ ମିଶ୍ରା, Address:କାନ୍ତନଗର ଗୋପାଳପୁର ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.05000000 Acre,	Amazing Merchants Private Limited
L4	LR Plot No:- 3441, LR Khatian No:- 24294	Owner:ସର୍ବଜିତ କୁମାର ଚିହ୍ନିତ ମିଳିତା, Gurdian:ଏସ ବିଶ୍ୱାସ, Address:ଏସ୍ ବି କମ୍ପ୍ଲକ୍ସ, Classification:ଏମ୍, Area:0.06000000 Acre,	Sarvacharya Vyapar Private Limited
L5	LR Plot No:- 3441, LR Khatian No:- 24274	Owner:ଗୋପାଳପୁର ଡିଲର୍ ଚିହ୍ନିତ ମିଳିତା, Gurdian:ଏସ ବିଶ୍ୱାସ, Address:କାନ୍ତନଗର ଗୋପାଳପୁର ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.06000000 Acre,	Gopalpuram Dealers Private Limited
L6	LR Plot No:- 3442, LR Khatian No:- 23854	Owner:ସମ୍ପ୍ରତି ଇନ୍ଫ୍ରାଟେକ୍ ପ୍ରା ଲି, Gurdian:ଅକ୍ଷୟ କର୍ମକର୍ମ, Address:ଏସ୍ ବି କମ୍ପ୍ଲକ୍ସ, Classification:ଏମ୍, Area:0.04000000 Acre,	Samdristi Infrateck Private Limited
L7	LR Plot No:- 3443, LR Khatian No:- 23872	Owner:ଅକ୍ଷୟ କର୍ମକର୍ମ ପ୍ରା ଲି, Gurdian:ଏସ୍ ବି କମ୍ପ୍ଲକ୍ସ, Address:ଏସ୍ ବି କମ୍ପ୍ଲକ୍ସ, Classification:ଏମ୍, Area:0.03000000 Acre,	Amazing Merchants Private Limited
L8	LR Plot No:- 3499, LR Khatian No:- 24270	Owner:ଅଧିକାରୀଙ୍କ ଦ୍ୱାରା ଚିହ୍ନିତ ମିଳିତା, Gurdian:ଏସ ବିଶ୍ୱାସ, Address:ଏସ୍ ବି କମ୍ପ୍ଲକ୍ସ କୁନ୍ଦୁରୀ ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.03000000 Acre,	Aadithyavarnam Projects Private Limited
L9	LR Plot No:- 3500, LR Khatian No:- 24627	Owner:ସର୍ବଜିତ କୁମାର ଚିହ୍ନିତ ମିଳିତା, Gurdian:ଏସ ବିଶ୍ୱାସ, Address:କାନ୍ତନଗର ଗୋପାଳପୁର ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.04000000 Acre,	Sarvacharya Vyapar Private Limited
L10	LR Plot No:- 3501, LR Khatian No:- 24280	Owner:ଗୋପାଳପୁର ଡିଲର୍ ଚିହ୍ନିତ ମିଳିତା, Gurdian:ଏସ ବିଶ୍ୱାସ, Address:କାନ୍ତନଗର ଗୋପାଳପୁର ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.01000000 Acre,	Gopalpuram Dealers Private Limited
L11	LR Plot No:- 3503, LR Khatian No:- 23860	Owner:ସମ୍ପ୍ରତି ଇନ୍ଫ୍ରାଟେକ୍, Gurdian:ଅକ୍ଷୟ କର୍ମକର୍ମ, Address:କାନ୍ତନଗର ଗୋପାଳପୁର ଗ୍ରାମ ପଞ୍ଚାୟତ ଗୋପାଳପୁର, Classification:ଏମ୍, Area:0.04000000 Acre,	Samdristi Infrateck Private Limited




Endorsement For Deed Number : I - 190415433 / 2023

On 09-10-2023

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 3,27,04,178/-

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

On 10-10-2023

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

Presented for registration at 17:14 hrs on 10-10-2023, at the Private residence by Mr Shashi Kant Soni ,


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

Execution is admitted on 10-10-2023 by Mr Ranjan Chakraborty, Authorised Signatory, Aadithyavarnam Projects Private Limited, 18B, Ashutosh Mukherjee Road, City:- , P.O:- Lala Lajpar Rai Sarani, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Amazing Merchants Private Limited, 493B, G T Road, City:- , P.O:- Shibpur, P.S:-Shibpur, District:-Howrah, West Bengal, India, PIN:- 711102; Authorised Signatory, Sarvacharya Vyapar Private Limited, 5/11, Acropolis , 1858/1, Rajdanga Main Road, City:- , P.O:- E K T, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107; Authorised Signatory, Gopelpuram Dealers Private Limited, 5/11, Acropolis , 1858/1, Rajdanga Main Road, City:- , P.O:- E K T, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107; Authorised Signatory, Samdristi Infrateck Private Limited, 5/11, Acropolis 1858/1, Rajdanga Main Road, City:- , P.O:- E K T, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Identified by Mr Saroj Kumar Ram, , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Execution is admitted on 10-10-2023 by Mr Shashi Kant Soni, Authorised Signatory, MERLIN PROJECTS LIMITED, 22, Prince Anwar Shah Road, City:- , P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Identified by Mr Saroj Kumar Ram, , Son of Late A K Ram, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

On 16-10-2023

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- ( E = Rs 21.00/- , ) = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/10/2023 12:07PM with Govt. Ref. No: 192023240248149161 on 06-10-2023, Amount Rs: 21/-, Bank: IDBI Bank ( ISKL0000012), Ref. No. 732586117 on 06-10-2023, Head of Account 0030-03-104-001-16






#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,020/-

#### Description of Stamp

1, Stamp; Type: Impressed, Serial no 14038, Amount: Rs.100.00/-, Date of Purchase: 15/09/2023, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/10/2023 12:07PM with Govt. Ref. No: 192023240248149161 on 06-10-2023, Amount Rs: 75,020/-, Bank: IDBI Bank ( IBKL0000012), Ref. No. 732586117 on 06-10-2023, Head of Account 0030-02-103-003-02



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





Certificate of Registration under section 60 and Rule 69,  
Registered in Book - I  
Volume number 1904-2023, Page from 860322 to 860371  
being No 190415433 for the year 2023.



Digitally signed by SEMANTI SIKDAR  
Date: 2023.11.07 13:48:46 +05:30  
Reason: Digital Signing of Deed.

(Semanti Sikdar) 07/11/2023  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.