

1. **Date:**

2. **Nature of document:** Deed of Sale.

3. **Parties:**

3.1 **Owner: THE STATESMAN LIMITED** (PAN-AABCT3842R), a company incorporated under the Companies Act, 1956, and having its Registered Office at Premises No. 4, Chowringhee Square, Post Office-GPO, Kolkata, Police Station-Bowbazar, Kolkata-700 001, represented by its Constituted Attorney Merlin Projects Ltd. (PAN:AACCM0505B), a company incorporated under the Companies Act 1956 having its Registered Office at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, through its Authorised Signatory _____ (PAN: _____) (Aadhaar No. _____) son of _____, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700 033, of the **FIRST PART**;

3.2 **Promoter: MERLIN PROJECTS LIMITED**(CIN:U70109WB1984 PLC038040) (PAN: AACCM0505B), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700033, represented by its Authorized Signatory _____ (PAN: _____), (Aadhaar No. _____), Son of _____, by occupation _____, faith _____, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700033, of the **SECOND PART**;

3.3 **Allottee/Purchaser:** **Mr.** _____(PAN:_____) son of Mr. _____, by occupation Service, faith Hindu, Citizen of India, residing at _____, P.O. _____, P. S. _____, Kolkata – 700 0____, of the **THIRD PART**.

3.4 The terms Owner, Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.5 The terms Owner & Promoter shall mean the Transferor.

4. **Background:**

- 4.1 ALL THAT the piece and parcel of land containing an area of 4 Bighas 6 Cottahs 15 Chittacks 7 Sq.ft. be the same a little more or less together with the building standing there at, situated at being Premises No. 4, Chowringhee Square, Post Office- GPO- Kolkata, Police Station- Bowbazar, Kolkata- 700 001, Ward No.46, within the limits of The Kolkata Municipal Corporation, more fully and particularly mentioned in **Schedule-A**, hereinafter referred to as the 'Said Premises' and the chain of title, Ownership detail more fully and particularly mentioned in **Schedule-B** appearing in this deed.
- 4.2 The Second Party herein is a Promoter engaged in the development of real estate, properties in Kolkata.
- 4.3 The Owner has entered into a Registered Agreement with the Promoter and granted Registered Power of Attorney for addition, alteration, renovation and conversion of the existing Heritage Building and upgrading infrastructure and facilities thereof including construction of new block thereon of the Said Premises. The details of such Registered Agreements, Power of Attorneys are morefully mentioned in **Schedule-B1**.
- 4.4 The plan for addition, alteration, renovation and conversion of the existing Heritage Building and construction of a new block sanctioned by Kolkata Municipal Corporation and the same has been revised subsequently and based on the said sanctioned Plan and revised sanctioned plan the Promoter has completed addition, alteration, renovation and conversion of the Building 'The Statesman' and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the sanctioned plan, revised sanction plan and CC are mentioned in **Schedule-B2**. The particulars of the 'The Statesman' more fully mentioned in **Schedule-C**.
- 4.5 By a Sale Agreement morefully mentioned in **Schedule-D** the Owner and the Promoter have sold one Commercial Unit at 'The Statesman' more fully described in the **Schedule-D1** to the Allottee herein, and by executing and registering this deed of sale the Owner and Promoter are conveying / transferring the said Unit in favour of the Allottee.
- 4.6 **Car parking space** – For better understanding, management and discipline amongst the Unit owners/occupiers of the 'The Statesman', the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for the same.

The details of the same if allotted are more fully described in the **Schedule-D1**, and as per the plan annexed hereto, against Unit purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

5. **Interpretations:**

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective Units, viz-a-viz total area of the said Premises / project which will also include proportionate area of the total common area.
- 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
- 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

6. **Subject Matter of Sale/Transfer:** more fully described in **Schedule-D1**.

7. **Now this Indenture witnesses:**

7.1 **Transfer:**

- 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT the Unit with facility to park medium size road worthy passenger car/s in the allotted car parking space, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule-D1**, together with proportionate variable, undivided,

indivisible share of land underneath the building and attributable to the said Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for commercial purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

7.1.2 Right to use the common area of the said Premises more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises, including the common facilities and amenities provided thereat.

7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule-H**, which shall be covenants running with the said Unit.

7.2 Covenants of the Allottee:

7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

7.2.2 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

7.2.3 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owners and Promoter.

7.3 Covenants and Rights of Transferors:

- 7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Unit, as mentioned in **Schedule-D1**.
- 7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.
- 7.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the KMC.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Premises and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the said Premises excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and

which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Premises, at such consideration or in such manner as thought deemed fit and proper.

8. Possession:

Simultaneously upon execution of this deed of sale, the Promoter has handed over possession of the said Unit along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Unit against the Transferor.

**SCHEDULE-A
(Said Premises)**

ALL THAT the piece and parcel of land containing an area of 4 Bighas 6 Cottahs 15 Chittacks 7 Sq.ft. be the same a little more or less together with the building standing there at, situated at being Premises No. 4, Chowringhee Square, Post Office- GPO-Kolkata, Police Station- Bowbazar, Kolkata- 700 001, Ward No.46, within the limits of The Kolkata Municipal Corporation, and butted and bounded in the manner following:-

- ON THE NORTH : By Chinese Temple
- ON THE EAST : By Central Bank Building
- ON THE SOUTH : By Chowringhee Square
- ON THE WEST : By Central Avenue

Schedule-B
[Devolution of Title]

WHEREAS:

By virtue of a registered Indenture dated the 16th day of September, 1929, Being No. 3566 for the year 1929, the Owner herein became the Owner of All That the piece and parcel of the revenue free land containing an area of 4 Bighas 6 Cottahs 15 Chittacks 7 Sq. ft. being Premises No. 4, Chowringhee Square, Post Office- GPO, Police Station- Bowbazar, Kolkata-700 001, Ward No.46, with the existing Statesman House, being a Grade IIA Heritage Building.

SCHEDULE – B-1
(Development Agreements and Power of Attorney)

The Owner and the Promoter have entered into an Agreement on 26.03.2019 for addition, alteration, renovation and conversion of the existing Heritage Building and upgrading infrastructure and facilities thereof including construction of new block thereon in respect of the ‘Said Premises’, duly registered at the office of the Additional Registrar of Assurances-III, Kolkata, recorded in Book No.I, Volume No. 1903-2019, pages from 53184 to 53242, Being No.190301337 for the year 2019. The Owner has granted a Power of Attorney in favour of the Promoter also registered at the office of the Additional Registrar of Assurances-III, Kolkata, recorded in Book No.I, Volume No. 1903-2019, pages from 60611 to 60630, Being No.190301844 for the year 2019, for undertaking addition, alteration, renovation etc. of the ‘Said Premises’.

SCHEDULE-B2
(Building Plan, Revised Sanction Plan and Completion Certificate)

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for addition, alteration, renovation and conversion of the existing Heritage Building and upgrading infrastructure and facilities thereof including construction of new block at Premises No. 4, Chowringhee Square, Post Office- GPO, Police Station- Bowbazar, Kolkata-700 001,, vide Building Permit No. 2020070112 dated 08.03.2021. Subsequently KMC has revised the said sanction plan vide Building Permit No. ____ dated _____. The Promoter on the basis of above mentioned plan and revised sanction plan, has completed addition, alteration, renovation etc. of the Building ‘The Statesman’ and KMC has granted completion certificate bearing No..... dated.....

SCHEDULE-C
(The Statesman)

All that the Building **'The Statesman'**, comprising of existing Heritage Building Ground + 3 Upper Floors and one newly constructed building of Two Basements + Ground + Five Upper Floors for parking cars and other constructed areas at Premises No. 4, Chowringhee Square, Police Station-Bowbazar, Kolkata-700 001.

SCHEDULE-D
(Sale Agreement)

The Owner and the Promoter have entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Commercial Unit more fully described in the **Schedule-D1**.

SCHEDULE-D1
(Subject Matter of Sale)
The Said Unit

ALL THAT the Commercial Unit being No. ____, on the ____ Floor, measuring ____ Carpet Area sq. ft. more or less and corresponding Built-up Area _____sq. ft. more or less with facility to park __ medium size road worthy passenger car, in the allotted _____ car parking space, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule-F**, in **'The Statesman'** at Premises No. **4**, Chowringhee Square, Police Station- Bowbazar, Kolkata-700 001.

SCHEDULE - E
(Consideration)

Price for the said Unit as described in **Schedule-D1**, above Rs. xxxxxxxxx

Total: -----
Rs. xxxxxxxxx
=====

(Rupees) only.

SCHEDULE - F
(Common Areas, Amenities & Facilities)

1. Driveway
2. Security Room
3. Entrance lobbies
4. Staircases and such other commons areas earmarked for Common use
5. Common toilets
6. Electrical Meter rooms
7. Overhead Water Tank
8. Underground Water Reservoir
9. Staircase Overhead
10. Lift Machine Rooms
11. Lifts & Escalators
12. Electrical installations
13. DG Generator sets and control panels.
14. Water Treatment Plant
15. Distribution pipes all around the complex
16. Drainage & sewage lines
17. Surveillance facility with CCTV
18. Firefighting system
19. 'Said Premises'

Schedule G
(Easement & Restrictions)

All Unit owners/occupants of the said Premises including the Owner and Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Units over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Unit or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule-H**.
5. None of the Units shall be partitioned by metes and bounds by dividing an Unit, for the purpose of sale of such part/s of the said Unit.

6. The Allottees/occupiers of the said Unit shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE -H
(Allottee's Covenants)
Part I
(Specific Covenants)

1. The Allottee shall not:

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Units and/or any portion of the the said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Premises, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule – F**.
- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.5 Injure harm or damage the common areas/portions or any other Unit by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Promoter or the Facility Management Company.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said building and/or the adjoining buildings.
- 1.9 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not

make any kind of addition / alternation for the same.

- 1.10 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Unit.
- 1.11 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Unit or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.12 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the said Premises.
- 1.13 Restrict any of the other owners/occupiers of the said Premises for the full and unrestricted enjoyment of the Easements described in Schedule-G.

2. The Allottee shall:

- 2.1 Co-operate in the management and maintenance of the said Premises.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and the Facility Management Company, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said unit for Commercial purpose only.
- 2.4 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.5 Keep the said Unit and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.6 Use the said Unit, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc. for ingress, egress and for the purpose of which it is meant.

- 2.7 Pay fully, in case it is related to the said Unit for any alteration and addition, as be required inside the said Unit, and shall pay proportionately in case it is related to said Premises or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Unit / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.8 Pay, wholly in respect of the said Unit and proportionately in respect of the said Premises, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.

Part-II
(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Units of the said Premises.
6. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
7. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.

8. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter / Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i. to discontinue the supply of electricity to the “Said Unit”.
 - ii. to disconnect the water supply
 - iii. to allow the usage of lifts, either by Allottee, and its visitors.
 - iv. to discontinue the facility of DG Power back-up
 - v. to discontinue the usage of all amenities and facilities provided in the said Premises to the Allottee.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter / Association to realize the due amount from the Allottee.

Part-III
(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Units/Units and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.

3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Allottee of Impositions and Penalties in respect of the said Unit would accrue with effect from date of Completion Certificate received for the said Premises.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

Execution and delivery:

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the
OWNER at Kolkata in the presence
of:

Executed and delivered by the
PROMOTER at Kolkata in the
presence of:

Executed and delivered by the
ALLOTTEE at Kolkata in the
presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees
.....) only by cheques and TDS as full consideration
and/or price for sale of the said Unit from the Allottee.

(Promoter)

