

1. **Date:**_____

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

3. **Parties:**

3.1 **Owners:** 1) **MR. SHANKAR LAL JHAWAR (PAN: ACUPJ4837G)**, son of Sri Bhanwar Lal Jhawar, residing at BA-2, Salt Lake City, Kolkata- 700064, 2) **SMT. SAVITRI DEVI DAGA (PAN: ADQPD9256N)**, wife of Mr. Shree Kumar Daga, residing at CF-382, Salt Lake City, Kolkata - 700064, 3) **SMT. SARITA DEVI DAGA (PAN:ACQPD6938G)**, wife of Mr. Sri Niwas Daga, by Faith- Hindu, by Nationality- Indian, by Occupation- Housewife, residing at CF-382, Salt Lake City, Kolkata - 700064, 4) **MR. LAXMI NIWAS DAGA(PAN:ADEPD5988P)**, 5) **MR. SRI NIWAS DAGA(PAN:ADPPD3352C)**, both sons of Late Girdharlal Dagaess, residing at CF-382, Salt Lake City, Kolkata - 700064, 6) **MR. ARUN KUMAR DAGA (PAN ADIPD8746R)**, son of Mr. Shree Kumar Daga, residing at CF-382, Salt Lake City, Kolkata - 700064, 7) **SANJAY KUMAR MALL (PAN: AJPPM0769C)**, son of Sri Om Prakash Mall, residing at 216, mahatma Gandhi Road, Kolkata- 700 007, 8) **SMT. SASHI KALA DEVI DAGA(PAN ACQPD6937K)**, wife of Mr. Laxmi Niwas Daga, residing at CF-382, Salt Lake City, Kolkata – 700064, 9) **SMT SANTOSH DEVI MALL (PAN AFBPM6766R)**,wife of Late Raj Prakash Mall, residing at 2, Palm Avenue, May Fair Towers, Kolkata-700 019, 10) **MR. SAGARMAL MALL(PAN AFBPM6766R)**, son of Late Motilal Mall, residing at 6/1/3, Queens Park, Mukund Apartment, 5th Floor, Flat No. 51, Kolkata- 700 019, 11) **MR. RAJESH KUMAR MALL(PAN AFDPM0358P)**, son of Late Motilal Mall, residing at P-267, Hem Chandra Naskar Road, Phoolbagan, Kolkata- 700 010, 12) **SMT. SARASWATI MALL (PAN AFBPM6758D)**, wife of Mahesh Kumar Mall, residing at P-120, C.I.T. Scheme VI-M, Phoolbagan, Kolkata- 700 054, 13) **SPLENDED SUPPLIERS PVT. LTD. (PAN AAHCS8857R)**, a company incorporated under the Companies Act, 1956, having its registered office at 22, Prince Anwar Shah Road, Kolkata- 700 033, 14) **SEVENWISE CONSTRUCTION PVT. LTD. (PAN AAWCS8166Q)**, a company incorporated under the Companies Act, 2013, having its registered office at Langolpota, Bishnupur Rajarhat, North 24 Parganas, Kolkata- 700 135, 15) **BILLENIUM COMMERCIAL PVT LTD. (PAN AACCB3276G)**, a company incorporated under the Companies Act, 1956, having its registered office at 22, Prince Anwar Shah Road, Kolkata- 700 033, 16) **ABHINANDAN SUPPLIERS PVT. LTD. (PAN AAFCA3396M)**, a company

incorporated under the Companies Act, 1956 having its registered office at 43, Rash Behari Avenue, Kolkata- 700 026, **17) ANIKET COMMERCE PVT. LTD. (PAN AAFCA7016C)**, a company incorporated under the Companies Act, 1956 having its registered office at 5/8, Pankajini Chatterjee Road, Kolkata-700 033, **18) SPLENDED MARKETING PVT. LTD. (PAN AAHCS8856Q)**, a company incorporated under the Companies Act, 1956 having its registered office at 22, Prince Anwar Shah Road, Kolkata-700 033, **19) ACTIVE VANIJYA PVT. LTD. (PAN AAFCA9449M)**, a company incorporated under the Companies Act, having its registered office at 1, British India Street, Kolkata- 700 069, **20) AKSHARA COMMOMDEAL PVT. LTD. (PAN AAICA4106E)**, a company incorporated under the Companies Act, 1956, having its registered office at 3, Mangoe Lane, Kolkata- 700 001, **21) COLLOSSUS SUPPLIERS PVT. LTD. (PAN AACCC3087C)**, a company incorporated under the Companies Act, 1956, having its registered office at 22, Prince Anwar Shah Road, Kolkata- 700 033, **22) SUPRABHAT DEALER PVT. LTD. (PAN AANCS2023H)**, a company incorporated under the Companies Act, 1956, having registered office at 18B, Ashutosh Mukherjee Road, Kolkata-700 020, **23) LAXMIDHAN COMPLEX PVT. LTD. (PAN AADCL0236F)**, a company incorporated under the Companies Act, 1956, registered office at Langolpota, Bishnupur Rajarhat, North 24 Parganas, Kolkata-700 135, **24) PRIMEROSE DEVELOPERS PVT. LTD. (PAN AAICP0990R)**, a company incorporated under the Companies Act, 1956, having its registered office at 493B, G. T. Road, Howrah-711 102, **25) SATWIK VINTRADE PVT. LTD. (PAN AAOCS1703R)**, a company incorporated under the Companies Act, 1956, having its registered office at 132, Cotton Street, Second Floor, Room No. 49, Kolkata- 700 007, **26) MR. ASHOK KUMAR MALL(PAN AEAPM5919E)**, son of Mr. Sree Krishan Mall, residing at 3, Jamadar Khal Lane, Kolkata- 700 019, **27) SMT. SUJATA MALL(PAN AJMPM8578Q)**, wife of Mr. Anand Shankar Mall, residing at 6/1/3, Queens Park, Kolkata- 700019, **28) MR. ANAND SHANKAR MALL (PAN AIUPM9015D)**, son of Mr. Sagar Mal Mall, residing at 6/1/3, Queens Park, Kolkata- 700 019, **29) MR. TUSHAR KANT MALL(PAN: AACCM0505B)**, son of Late Raj Prakash Mall, residing at 2, Palm Avenue, May Fair Towers, Kolkata-700 019, **30) SMT. MINI DEVI MALL(PAN AIUPM9015D)**, wife of Mr. Sagarmal Mall, residing at 6/1/3, Queens Park, Flat No. 51, Ballygunge, Kolkata- 700 019, **31) AVS GLOBAL PVT. LTD. (PAN AADCM8214A)**, a company incorporated under the Companies Act, 1956, having its registered office at “Amar Sudha” building, Third Floor, 5A/1A, Lord Sinha Road, Kolkata- 700 071, all represented by their _____, of the **FIRST PART**;

- 3.2 **Promoter: MERLIN PROJECTS LTD. (CIN: U70109WB1984 PLC038040)**, a Company incorporated under the Companies Act, 1956, having its registered office at, 22, Prince Anwar Shah Road, Kolkata - 700033, (PAN:AACCM0505B), represented by its _____, of the **SECOND PART**;
- 3.3 **Allottee: 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 Owners, Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.
- 3.5 The terms Owners & Promoter shall mean the Transferor.

4. Background:

- 4.1 Whereas the First Party herein are joint Owners of all that the piece and parcel of land measuring about 200 Cottah be a little more or less equivalent to 3 acres and 32 decimal be a little more or less comprised in R.S. Dag Nos. 472, 473, 475 and 476 under R. S. Khatian Nos. 411, 412 and 420, in Mouza Sititi, J. L. No. 11, being Premises No. 1, Raja Ram Mohan Roy Road, (formerly 2, Biren Roy Road and also 135, Raja Ram Mohan Roy Road) Police Station Behala, Kolkata – 700041, under KMC Ward No. 121 of 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 Whereas the Second Party herein is a Promoter engaged in the development of real estate, properties in Kolkata.
- 4.3 The Owners have entered Joint Development Agreement with the Promoter and granted Power of Attorney for development of their share of land in the said Premises. The details of such Development Agreements, Power of Attorneys are morefully mentioned in **Schedule – B-1**.
- 4.4 The plan for development of the of the Housing Complex with some commercial areas sanctioned by Kolkata Municipal Corporation and the same being revised subsequently. Based on the said sanctioned Plan and

revised sanctioned plan the Promoter has completed construction of the Residential Complex the Promoter has completed construction of the predominantly Residential Complex 'Merlin The 1' and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the sanction plan and CC are mentioned in **Schedule B-2**. The particulars of the Residential Complex 'Merlin The 1' more fully mentioned in **Schedule – C**.

- 4.5 By a Sale Agreement morefully mentioned in **Schedule-D** the Promoter have sold one Residential Apartment at 'Merlin The 1' more fully described in the **Schedule–D-1**, to the Allottee herein, and by executing and registering this deed of sale the Owners and Promoter are conveying /transferring the said Apartment in favour of the Allottee.
- 4.6 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Complex, 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–D-1**, and as per the plan annexed hereto, against apartment 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 Apartment, 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-D-1**.

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 Owners and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule D-1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/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 residential 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 Residential Complex more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential Complex, 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.

7.2.3 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.

7.2.4 Upon execution of this deed of sale, 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 Apartment, as mentioned in **Schedule –D-1**.

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 Residential Complex 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 Apartments 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 Residential Complex 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 open/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 Residential Complex 'Merlin The 1', at such consideration or in such manner as thought deemed fit and proper.
- 7.3.5 The Promoter reserve its right for development in future adjoining/neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.
- 7.3.6 The Owner and the Promoter shall transfer the common areas of the project to the Association of the Alottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

8. **Possession:**

Simultaneously upon execution of this deed of sale, the Promoter have handed over possession of the said Apartment 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 Apartment against the Transferor.

SCHEDULE - A
(Said Premises)

ALL THAT a piece or parcel of land measuring 200 Cottah be a little more or less equivalent to 3 acres and 32 decimal be a little more or less comprised in R.S. Dag Nos. 472, 473, 475 and 476 under R. S. Khatian Nos. 411, 412 and 420, in Mouza Siriti, J. L. No. 11, being Premises No. 1, Raja Ram Mohan Roy Road, (formerly 2, Biren Roy Road and also 135, Raja Ram Mohan Roy Road) Police Station Behala, Kolkata – 700041, under KMC Ward No. 121 of Kolkata Municipal Corporation and butted and bounded in the manner following that is to say:

ON THE NORTH : Plot of Land comprised in R.S. Dag No. 470, 472, 479 and 852;

ON THE SOUTH : Raja Ram Mohan Roy Road;

ON THE EAST : Plot of Land comprised in R.S. Dag No. 479, 478, 477 and 852;

ON THE WEST : Plot of Land comprised in R.S. Dag No. 466 and 467.

Schedule-B
[Devolution of Title]

WHEREAS in pursuance of a registered Deed of Conveyance dated 19th July 1961 and registered at the office of the Sub Registrar, Alipore, 24 Parganas (South) in Book No. I Volume No. 124 Pages 4 to 26 Being No. 6130 for the year 1961 one Nilmani Dutta (since deceased) became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land containing by estimation an area of 3.32 Acres or 332 Decimals (more or less) comprised in R.S. Dag Nos, 472,473,474, 475 and 476 under Khatian Nos. 411,412 and 420 in Mouza Siriti, J.L. No.11, being Premises No. 2 and 4 Biren Roy Road, P.S, Behala, Kolkata 700 041 and hereinafter referred to as the said entire Premises, purchased from Atul Krishna Dutta and 8 others.

AND WHEREAS the Premises No. 2 and 4 Biren Roy Road, P.S. Behala, Kolkata 700 041 has since been numbered as Municipal Premises No. 1 Raja Ram Mohan

Roy Road (also known as 135, Raja Ram Mohan Roy Road), Police Station Behala, Kolkata 700 041, Dist 24 Parganas (South).

AND WHEREAS the said Nilamani Dutta died intestate in or about in the year 1964 leaving behind him surviving his widow Smt. Tara Rani Dutta, one minor son Balaram Dutta and two minor daughters namely Kumari Arati Dutta and Kumari Tapati Dutta as his only heirs and/or legal representatives who in accordance with the provisions of the Hindu Succession Act became entitled to the entirety of the said entire Premises.

AND WHEREAS the said Tara Rani Dutta during her lifetime was carrying on business under the name and style of Free Indian Iron & Steel Works and for the purposes of her business had obtained a loan of Rs.1,00,000/- (Rupees one lakh) from one Dr. Chandra Chomar Dey and for the purpose of securing repayment of the said loan amount and the interest accrued due thereon had created a charge and/or equitable mortgage by deposit of the original title deeds in respect of the said entire Premises.

AND WHEREAS the said Tara Rani Dutta having failed to repay the said amount of Rs.1,00,000/- and the interest of Rs.16,000/- to the said Dr. Chandra Chomar Dey and subsequently Dr. Chandra Chomar Dey has filed a suit being No.20 of 1969 in the Court of the 7th Sub Judge at Alipore and the said suit was ultimately decreed in favour of the said Dr. Chandra Chomar Dey in pursuance of an Order No.19 dated 13th March 1971 passed by the Learned 7th Sub judge at Alipore.

AND WHEREAS the said Tara Rani Dutta having failed to make payment of the amount under the said decree, the said entire Premises was put up for sale on 4th February 1979 in pursuance of an Order passed in Title Execution Case No.15 of 1971 and the said Dr. Chandra Chomar Dey was declared to be the highest bidder and a sale certificate and possession of the said Premises and other assets were handed over to the auction purchaser namely Dr. Chandra Chomar Dey which was confirmed by an order dated 28th July 1973.

AND WHEREAS the said Dr. Chandra Chomar Dey thereafter filed a Title Suit being No. 9 of 1974 in the 7th Court of the Sub Judge at Alipore for recovery of possession of the said entire Premises against the owners and also against Sur & Companies Employees Industrial Co-operative Society which was subsequently decreed by an order dated 21st August 1978 passed in Title Execution Case No. 14 of 1978 passed by the 7th Court Sub Judge at Alipore in favour of the said Dr. Chandra Chomar Dey.

AND WHEREAS by an agreement dated 13th October 1982 the said Dr. Chandra Chomar Dey agreed to sell and transfer the said Premises unto and in favour of one

Puranmall Goenka but in view of the fact that the said entire Premises was subject to lispendens and that the said Dr. Chandra Chomar Dey was unable to hand over vacant possession to Puranmall Goenka the said Purarunall Goenka filed a suit being Title Suit No. 12 of 1986 in the 7th Court of Sub Judge, Alipore (hereinafter referred to as the ALIPORE SUIT) for specific performance of the said agreement and for other consequential reliefs.

AND WHEREAS during the pendency of the aforesaid Title Suit No. 12 of 1986 in the 7th Court of Sub Judge, Alipore the said Dr. Chandra Chomar Dey by virtue of 32 different deeds of conveyances sold, transferred and conveyed the said entire Premises unto and in favour of the following persons:

Sl. No	Name	Son of / Wife of	Deed No.	Year	Area of Land in Decimals
1.	Panchu Gopal Chakraborty	S/o Late Dol Gobindo Chakraborty	12090	1985	10.37
2.	Sanjay Kr. Mall	S/o Om Prakash Mall	12087	1985	10.37
3.	Ram Ranjan Roy	S/o late Nanada Dulal Ray	12089	1985	10.37
4.	Rajendra Kr. Surana	S/o Late Chhaganlal Surana	12085	1985	10.37
5.	Bishnu Gopal Toshniwal	S/o Sri Nemi Chand Toshniwal	12084	1985	10.37
6.	Shree Niwash Daga	S/ o Giridhari Das Daga	12106	1985	10.37
7.	Sankar Lal Jhanwar	S/o Bhanwarilal Jhavar	12082	1985	10.37
8.	Mrs. Suraj Devi Daga	W/o Gridhar Das Daga	12077	1985	10.37
9.	Pawan Kr. Sarada	S/ o Mangilal Sarada	12079	1985	10.37
10.	Ashok Kr. Srivastava	S/ o Late Lai Mani Lai Sarwastav	12080	1985	10.37
11.	Subir Kumar Manna	S/o Nintananda Manna	12088	1985	10.37
12.	Pawan Kr. Jain	S/o Late Sohan Lal Jan	12096	1985	10.37
13.	Kanhayyalalji Taparia	S/o Chouth Mal Taparia	12083	1985	10.37

14.	Surendra Kr, GangwaJ	S/o Ratan Gangwal	12094	1985	10.37
15.	Pushpa Devi Gangwal	W/o Pawan Kr. Jain	12095	1985	10.37
16.	HaribhagwanTaparia	S/o Bhanwarilal Ji Taparia	12091	1985	10.37
17.	SitaramjiTaparia	S/o Ram Kishanji Taparia.	12092	1985	10.37
18.	Radheshayamji Taparia	S/o Ram Kishanji Taparia	12093	1985	10.37
19.	KaiJash Chand Gangwal	S/o Late Sohan Lai Jain	12097	1985	10.37
20.	Mrs, Santosh Devi Mall	W/o Raj Prakash Mall	12098	1985	10.37
21.	Mrs, Kalpana Devi Mail	W/o Indra Kr. Mall	12099	1985	10.37
22.	Mrs, Ninnala Devi Mall	W/ o Manmohan Mall	12100	1985	10.37
23.	Mrs. Savita Devi Mall	W/o Shree Mohan Mall	12101	1985	10.37
24.	Sasanka Mitra	S/o Vijay Kr. Mitra	12102	1985	10.37
25.	SasikalaDeviDaga	W/o Sri Laxmi Nivash Daga	12103	1985	10.37
26.	Sarita Devi Daga	W/o Shri Nivash Daga	12107	1985	10.37
27.	Mrs. Savitri Devi Daga	W/o Shri Kr, Daga	12108	1985	10.37
28.	Jay Dev Dey	S/o Sri Jiendra Nath Dey	12081	1985	10.37
29.	Joyti Mohan Mail	S/ o Ram Kishan Mall	12086	1985	10.37
30.	Nirmal Kr. Sarda	S/o Mangilal Sarda	12078	1985	10.37
31.	Arun Kr. Daga	S/o Sri Kumar Daga	12104	1985	10.37
32.	Shree Kr. Daga	S/o Sri Giridhari Das Daga	12105	1985	10.37

AND WHEREAS the said Dr. Chandra Chomar Dey subsequently died and his name was expunged from the said Title Suit No. 12 of 1986 in the 7th Court of Sub Judge, Alipore and the said Owners namely Sabitri Devi Daga and 31 others caused themselves to be added as Defendants in the said Alipore Suit.

AND WHEREAS the said Title Suit No. 12 of 1986 in the 7th Court of Sub Judge, Alipore was ultimately decreed by a Division Bench of the Calcutta High Court.

AND WHEREAS the said Puranmall Goenka being aggrieved by the said decree passed by the Hon'ble High Court at Calcutta has filed a Special Leave Petition before the Supreme Court of India being SLP No. 12930 of 2005 and the said Special Leave Petition was dismissed on 10th July, 2005. Thereafter the said Puranmall Goenka filed two review petitions one before the Supreme Court and the other before the Calcutta High Court but both the review petitions were also dismissed by the Apex Court as well as by the Calcutta High Court.

AND WHEREAS subsequently some of the purchasers as listed above released and/or sold, transferred and conveyed as the case may be, their respective share in the said entire Premises unto and in favour of following to some transferees the details of same mentioned in the Schedule below:

Sl. No.	Vendor	Purchaser/Transferee	Deed No	Area of Land in Decimals
1	Panchu Gopal Chakraborty	Suman Investment Pvt. Ltd	Release Deed 3459/88	10.37
4	Rajendra Kumar Surana	Panchu Gopal Chakraborty	Release Deed 17984/87	10.37
6	Shree Niwash Daga	Rajesh Kumar Mall	Release Deed 3458/87	10.37
9	Pawan Kumar Sarada	Saraswati Mall	Sale Deed 16966/87	10.37
11	Subir Kumar Manna	Salini Mundhra	Release Deed 17983/1987	10.37
12	Pawan Kumar Jain	Asish Kankaria	Sale Deed 8686/12	10.37
14	Surendra Kr. Gangwal	Poonam Dugar	Sale Deed 8684/12	10.37

15	Puspadevi Gangwal (died)	Yogesh Kumar Kankaria	Sale Deed 8685/12	10.37
16	Haribhagwan Tararia	Santosh Devi Mall	Release Deed 16968/87	10.37
17	Sitaram Ji Taparia	Ram Ranjan Roy	Release Deed 16295/87	10.37
18	Radheshayam Ji Taparia	Motilal Periwal	Release Deed 16967/87	10.37
28	Jay Dev Dey	Shiv Ratan Jhawar	Release Deed 17981/87	10.37
30	Nirmal Kr. Sarda	Mahesh Kumar Mall	Release Deed 16969/87	10.37
32	Shree Kumar Daga	Sagar Mall Mall	Release Deed 17982/87	10.37

AND WHEREAS in the events as recited hereinabove the Owners (whose names appearing in the mentioned herein above statements) are presently the Owners of the entirety of the said Premises each of the Owners having an independent and distinct share or interest into or upon the said Premises capable of being dealt with independently of each other.

AND WHEREAS thereafter, M/s Suman Investment Pvt. Ltd while in ownership and possession of its share land in the said entire Premises, on 18th of July 2014 executed a deed of conveyance in favour of one M/s Splended Marketing Pvt. Ltd. and the said deed of conveyance was duly registered at the office of D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 11, Page – 2134 to 2152 being no – 7891 for the year 2014.

AND WHEREAS Sri. Ram Ranjan Roy, while in ownership and possession of his share land in the said entire Premises entered into an agreement for sale of his share land in the said entire Premises with one M/s Holding Centre Pvt. Ltd on 11.09.1995.

AND WHEREAS the said M/s Holding Centre Pvt. Ltd, as per the terms of the agreement for sale dated 11.09.1995 had paid the entire consideration amount from time to time to Sri. Ram Ranjan Roy and then with his consent and concurrence had nominated M/s Aniket Commerce Pvt. Ltd. and requested Sri. Ram Ranjan Roy to execute a sale deed in respect of his share in the said entire Property directly in favour of M/s Aniket Commerce Pvt. Ltd.

AND WHEREAS pursuant to the above, the said Sri Ram Ranjan Roy, by a deed of conveyance dated 13th August 2014 sold, transferred and conveyed his share of land in the said entire Premises unto and in favour of M/s Aniket Commerce Pvt. Ltd. The said deed of conveyance was duly registered at the office of D.S.R – II, South 24 Parganas, and recorded in Book – I, Vol – 13, Page – 7486 to 7508 being no – 9784 for the year 2014.

AND WHEREAS Panchu Gopal Chakraborty, who by virtue of the release deed being no 17987/1987 had acquired 10.37 decimals of land in the said property, died intestate on or about 16.11.2007 leaving behind him surviving his widow Smt. Sandhya Chakraborty and two sons namely Soumen Chakraborty and Ramesh Chakraborty and thus they jointly became entitled to the share of land in the said entire Premises of Late Panchu Gopal Chakraborty. .

AND WHEREAS On 13th August 2014 Sandhya Chakraborty, Soumen Chakraborty and Ramen Chakraborty by virtue of a Deed of Conveyance have jointly sold, transferred and conveyed their share of land in the said entire Premises to one Vishnu Prakash Mall. The said deed of conveyance was duly registered at the office of D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 13, Page – 9313 to 9332 being no – 9876 for the year 2014.

AND WHEREAS Vishnu Prakash Mall while in ownership and possession of the said 10.37 decimals of land in the said entire property entered into a development agreement with Merlin Projects Ltd. The said development agreement was duly registered at the office of A.D.S.R Behala and recorded in Book – I, Vol – 25, Page – 1986 to 2038 being no. 7719 for the year 2014.

AND WHEREAS thereafter, on 2nd August 2016 the said Vishnu Prakash Mall out of natural love and affection gifted his share of land in the said entire Premises to Sri. Tushar Kant Mall. The said deed of gift was duly registered at the office of the D.S.R - II, South 24 Parganas and recorded in Book – I, Vol – 1602, Page – 228429 to 228447 being no – 7797 for the year 2016.

AND WHEREAS one of the co-sharer namely Sri, Vishnu Gopal Toshniwal while in ownership and possession of his share of land in the said entire Premises executed a deed of conveyance in favour of Anand Shankar Mall in respect of his share of land in the said entire Premises. The said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 1602, Page – 211341 to 211371, being no – 7238 for the year 2016.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Shri Shankar Lal Jhawar while in absolute ownership of his share of land in the said entire Premises entered into a development agreement with Merlin Projects Limited.

The said development agreement was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – 1, Vol – 4, Page - 12037 to 12089 being no. – 2945 for the year 2014.

AND WHEREAS thereafter, on 28th June 2017, Shankar Lal Jhawar executed a sell deed in respect of his 1 cottah 4 chittacks of land out of his 6 cottahs and 2 chittacks in favour of Smt. Sujata Mall. The said deed of conveyance was duly registered at D.S.R –II Alipore and recorded in Book – 1, Vol – 1602, Page – 163336 to 163369, being no – 5720 for the year 2017.

AND WHEREAS one of the abovementioned owners Mrs. Suraj Devi Daga died on 09.08.2013 and at or before her death she had published her last will and testament dated 29.05.2013 wherein she had appointed one Mitul Daga as the sole executor and had bequeathed and devised her share of land in the said entire Premises to her two sons namely Niwas Daga and Laxmi Niwas Daga.

AND WHEREAS the said Mitul Daga filed an application before the Hon'ble High Court at Calcutta in the testamentary and intestate Jurisdiction in the year 2014 wherein one Mridul Daga with the consent and concurrence of the heirs of Late Suraj Devi Daga namely (Srikumar Daga, Srinivas Daga, Laxmi Niwas Daga, Smt. Manju Devi Karnani) has agreed to join the present proceeding for the purpose of granting development right in respect of the right title interest of Suraj Devi Daga in respect of her share of land in the said entire Premises.

AND WHEREAS on 28.05.2014, Mitul Daga entered into a development agreement with Merlin Projects Ltd, wherein Srikumar Daga, Srinivas Daga, Laxmi Niwas Daga, Smt. Manju Devi Karnani were the confirming parties. The said development agreement was duly registered at D.S.R – II, Alipore and recorded in Book – 1, Vol – 9, Page – 714 to 771 being no – 6188 for the year 2014.

AND WHEREAS thereafter, by a deed of release dated 19th May 2016 Mitul Daga being the Executor therein released all his right and interest in the said property to Sri. Shree Kumar Daga, Sri Niwas Daga and Laxmi Niwas Daga (the Legatees in the said release deed).

AND WHEREAS one Sri. Ashok Kumar Sarada/Srivastava while in ownership and possession of his share of land in the said entire Premises entered into an agreement for sale with M/s Gold Crest Jute & Fibre Ltd. on 31.03.1988.

AND WHEREAS the said M/s Gold Crest Jute & Fibre Ltd in pursuance of the said agreement for sale dated 31.03.1988 from time to time paid the entire consideration amount and thus was entitled to get the sale deed conveyed either in its name or the name of its nominee and or nominees.

AND WHEREAS thereafter, by the order of the Hon'ble Calcutta High Court in company application being no. 411 of 2005 connected with the company petition no. 418 of 2004, under the provision of Section 391 and 394 of the companies Act 1956 the undertaking of M/s Gold Crest including the benefit of the sale Agreement stood vested and/or transferred in favour of M/s Exhibitors Syndicate Ltd.

AND WHEREAS M/s Exhibitors Syndicate Ltd. as per the terms of the agreement dated 31.03.1988 with the consent and concurrence of Sri. Ashok Kumar Sarada/Srivastava had nominated M/s Splended Suppliers Pvt. Ltd and had requested Sri. Ashok Kumar Sarada/Srivastava to execute a sale deed in favour of M/s Splended Suppliers Pvt. Ltd.

AND WHEREAS accordingly the said Sri. Ashok Kumar Sarada/Srivastava by a deed of conveyance dated 2nd July 2014 has sold, transferred and conveyed his share of land in the said entire Premises unto and in favour of M/s Splended Suppliers Pvt. Ltd. which has been confirmed by M/s Exhibitors Syndicate Ltd. The said deed of conveyance was duly registered at the office of D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 10, page – 6113 to 6133 being no. 7277 for the year 2014.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Salini Mundhra while in ownership of her share of land in the said entire Premises along with the occupier namely Abhishek Kumar Kankaria executed a deed of conveyance in favour of one M/s Abhinandan Suppliers Pvt. Ltd. The said deed of conveyance was duly registered at the office of D.S.R – II, South 24 Parganas and recorded in Book – I, Vol. – 5, Page – 1583 to 1601 being no – 3087 for the year 2015.

AND WHEREAS Asish Kankaria while in ownership and possession of his 10.37 decimals of land in the said property executed a deed of conveyance in favour of M/s Collossus Suppliers Pvt. Ltd. The said deed of conveyance was duly registered at D.S.R – II South 24 Parganas and recorded in Book – 1, Vol – 13, Page – 14229 to 14247 being no – 10139 for the year 2014.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Kanhaiyalal Ji Taparia while in absolute ownership and enjoyment of his share of land in the said entire Premises has executed a deed of conveyance in favour of M/s Billenium Commercial Pvt. Ltd. in respect of the his share of land in the said entire Premises. The said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book –I, Vol – 9, Page – 14876 to 14895, being no – 6910 for the year 2014.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Smt. Poonam Dugar while seized and possessed of her share of land in the said entire Premises executed a sale deed in favour M/s Akshara Commodeal Pvt. Ltd. the said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 1, Page – 6858 to 6879 being no – 358 for the year 2015.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Yogesh Kumar Kankaria while in occupation of his share of land in the said entire Premises, sold transferred and conveyed the same to M/s Satwik Vintrade Pvt. Ltd. the said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 15, Page – 12438 to 12456 being no – 11616 for the year 2014.

AND WHEREAS Ram Ranjan Roy while in ownership and possession of his another share land in the said entire Premises executed a deed of conveyance in favour one Ashok Kumar Mall in respect of his another share land in the said entire Premises. The said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 12, Page – 15282 to 15301, being no – 9342 for the year 2014.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Kailash Chand Gangwal while in ownership and possession of his share of land in the said entire Premises entered into agreement for sale with one Anuradha Mehta on 24.03.1990 and since the said agreement date, Kailash Chand Gangwal from time to time received the entirety of the consideration from Anuradha Mehta.

AND WHEREAS in pursuance of the said agreement for sale dated 24.03.1990 Anuradha Mehta with the consent and concurrence of Kailash Chand Gangwal, nominated M/s Suprabhat Dealers Pvt. Ltd. and had requested Kailash Chand Gangwal to execute a sale deed in favour of M/s Suprabhat Dealers Pvt. Ltd.

AND WHEREAS by a deed of conveyance dated 5th February 2015 the said Kailash Chand Gangwal sold, transferred and conveyed his share of land in the said entire Premises unto and in favour of M/s Suprabhat Dealers Pvt. Ltd. and Anuradha Mehta has joined the said deed of Conveyance as confirming party. The said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 2, Page – 11081 to 11102 being no – 01256 for the year 2015.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Santosh Devi Mall while in possession of her share of land in the said entire Premises sold, transferred and conveyed the same to M/s Laxmidhan Complex Pvt.

Ltd. The said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 1602, Page - 268139 to 268168 being no. 9262 for the year 2016.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Kalpana Devi Mall while in possession of her share of land in the said entire Premises has entered into a development agreement with M/s Merlin Projects Ltd on 1st of March 2014 which was duly registered at DSR-II, South 24 Parganas and recorded in Book – I, Vol – 4, Page – 12133 to 12186 being no – 2949 for the year 2014.

AND WHEREAS on 29th July 2016, the said Kalpana Devi Mall out of her love and affection gifted her share of land in the said entire Premises to one Sri. Tushar Kant Mall. The said deed of gift was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 1602, Page – 225064 to 225083 being no. 7686 for the year 2016.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Nirmala Devi Mall while in possession of her share of land in the said entire Premises has entered into a development agreement with M/s Merlin Projects Ltd on 1st of March 2014 which was duly registered at the office of DSR-II, South 24 Parganas and recorded in Book – I, Vol – 4, Page – 12133 to 12186 being no – 2949 for the year 2014.

AND WHEREAS on 29th July 2016, the said Nirmala Devi Mall out of her love and affection gifted her share in the said property measuring 10.37 decimals to Smt. Santosh Devi Mall. The said deed of gift was duly registered at the office of D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 1602, Page – 225045 to 225063, being no - 7685 for the year 2016.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Savita Devi Mall while in possession of her share of land in the said entire Premises has entered into a development agreement with M/s Merlin Projects Ltd on 1st of March 2014 which was duly registered at the office of D.S.R – II, South 24 Parganas and recorded in Book – 1, Vol – 4, Page – 12133 to 12186 being no – 2949 for the year 2014.

AND WHEREAS on 12th March 2016 said Savita Devi Mall, sold, transferred and conveyed her share of land in the said entire Premises unto and in favour of M/s AVS Global Pvt. Ltd. . The said deed of conveyance was duly registered at the office of the Additional. Registrar of Assurance – I, Kolkata and recorded in Book – I, Vol – 1901, Page – 76882 to 76918 being no. 2155 for the year 2016.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Sasanka Mitra while in ownership and possession of his share of land in the said entire Premises, entered into an agreement for sale with one Vijay Kumar Bhattar in respect of his share of land in the said entire Premises.

AND WHEREAS Vijay Kumar Bhattar in pursuance of the said agreement for sale from time to time made payment of the entirety of the consideration and as such became entitled to obtain the deed of conveyance either in his name or in the name of his nominee and or nominees.

AND WHEREAS thereafter, Vijay Kumar Bhattar with the consent and concurrence of Sasanka Mitra nominated M/s H.R Infracon Ltd on condition that H.R Infracon in addition to reimbursement of the consideration amount had to pay Rs. 100,000/- as the nomination cost.

AND WHEREAS thereafter, M/s H.R Infracon Ltd. had requested Sasanka Mitra to execute a sale deed in favour of his nominee namely M/s Primerose Developers Pvt. Ltd.

AND WHEREAS by an indenture dated 19th August 2015, Sasanka Mitra executed a sale deed in favour of M/s Primerose Developers Pvt. Ltd. which was confirmed by Vijay Kumar Bhattar and M/s H.R Infracon Ltd. the said deed of conveyance was duly registered at at the office of the D.S.R – II, South 24 Parganas, being no. 8684 for the year 2015.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Sabitri Daga while in absolute ownership of her share of land in the said entire Premises entered into a development agreement with Merlin Projects Limited. The said development agreement was duly registered at the office od the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 4, Page - 12382 to 12434 being no – 2957 for the year 2014.

AND WHEREAS thereafter, on 21st June 2017, the said Savitri Devi Daga has executed a sell deed in respect of 1 cottah 4 chittacks of land out of her share of land in the said entire Premises in favour of Sri. Anand Shankar Mall. The said deed of conveyance was duly registered at the office of the D.S.R –II South 24 Parganas and recorded in Book – I, Vol – 1602, Page – 155846 to 155879, being no – 5470 for the year 2017.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Shankar Lal Jhawar while in absolute ownership and possession of his share of land in the said entire Premises has entered into a development agreement with Merlin Projects Ltd on 01.03.2014 and the said development agreement was duly registered

at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 4, Page – 12037 to 12089 being no – 2945 for the year 2014.

AND WHEREAS on 5th September 2016 said Shiv Ratan Jhawar by an indenture being no. 9065 of 2016 sold, transferred and conveyed his share of land in the said entire Premises to M/s Sevenwise Construction Pvt. Ltd. the said deed of conveyance was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 1602, Page – 265255 to 265283 being no – 9065 for the year 2016.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Sri. Jyoti Mohan Mall while in absolute ownership of his share of land in the said entire Premises has entered into a development agreement with Merlin Projects Limited. The said development agreement was duly registered at the office of the D.S.R – II, South 24 Parganas and recorded in Book – I, Vol – 4, Page - 12133 to 12186 being no – 2949 for the year 2014.

AND WHEREAS on 19th May 2017, said Sri Jyoti Mohan Mall executed a sell deed in respect of his share of land in the said entire Premises in favour of M/s Billenium Commercial Pvt. Ltd. The said deed of conveyance was duly registered at the office of the D.S.R –II, South 24 Parganas and recorded in Book – 1, Vol – 1602, Page – 121068 to 121101, being no – 4257 for the year 2017.

AND WHEREAS one of the abovementioned Owners of the said entire Premises Mahesh Kumar Mall while in ownership and possession of his share of land in the said entire Premises executed a gift deed in favour of one Sagarmal Mall. The said deed gift was duly registered at the office of the D.S.R – II, South 24 Parganas being no – 8239 for the year 2014.

AND WHEREAS on 3rd September 2014, said Sagarmal Mall entered into a development agreement with Merlin Projects Ltd. The said development agreement was registered at the office of A.D.S.R Behala and recorded in Book – I, Vol – 25, Page – 2111 to 2163 being no. 7723 for the year 2014.

AND WHEREAS pursuant to what has been sated in the foregoing paragraphs the present owners of the said entire property i.e. all that piece and parcel of land measuring 200 Cottahs more or less equivalent to 332 Decimals or 3 Acres 32 Decimlas more or less on which the proposed Housing project is to be erected and developed would be named and styled as ‘The 1’. The said project comprises B+G+17 storied (height 57.625 mtr) residential building, as per sanctioned plan, lying and situated at Mouza-Siriti, J.L no.11, R.S Dag nos. 472, 473, 475 and 476 under R.S. Khatian nos. 411, 412 and 420, at present recorded under Municipal Premises no. 1 no. Raja Ram Mohan Roy Road (formerly 2, Biren Roy Road and

also 135, Raja Ram Mohan Roy Road), Kolkata-700 041, within the clear ambit of Ward no. 121, Borough no. XIV of Kolkata Municipal Corporation, P.S- Behala, A.D.S.R- Behala, Dist: 24 parganas(south) are 1) Splended Suppliers Pvt. Ltd, 2) Sevenwise Construction Pvt. Ltd, 3) Billenium Commercial Pvt. Ltd. 4) Abhinandan Suppliers Pvt Ltd, 5) Aniket Commerce Pvt Ltd, 6) Splended Marketting Pvt Ltd, 7) Active Vanijya Pvt Ltd, 8) Akshara Commodeal Pvt Ltd, 9) Collossus Suppliers Pvt Ltd, 10) Suprabhat Dealer Pvt Ltd, 11) Laxmidhan Complex Pvt Ltd, 12) Primerose Developers Pvt Ltd, 13) Satwik Vintrade Pvt Ltd, 14) Sujata Mall, 15) Ashok Kumar Mall, 16) Laxminiwas Daga(From Will), 17) Sрниwas Daga(From Will), 18) Sagarmal Mall, 19) Saraswati Mall, 20) Shankar Lal Jhawar, 21) Anand Shankar Mall, 22) Sanjay Kumar Mall, 23) Mini Devi Mall, 24) Tushar Kant Mall, 25) Santosh Devi Mall, 26) AVS Global Pvt Ltd, 27) Sashikala Devi Daga, 28) Arun Kumar Daga, 29) Rajesh Kumar Mall, 30) Sarita Devi Daga, 31) Savitri Devi Daga. The details of the land owners are as under:

Sl. No	Name of the Owners	Deed No.	Area of Land in Decimals
1	Splended Suppliers Pvt Ltd	7277/14	10.367
2	Sevenwise Construction Pvt Ltd	9065/16	10.367
3	Billenium Commercial Pvt Ltd	4257/17, 6910/14	20.734
4	Abhinandan Suppliers Pvt Ltd	3087/15	10.367
5	Aniket Commerce Pvt Ltd	9784/14	10.367
6	Splended Marketting Pvt Ltd	7891/14	10.367
7	Active Vanijya Pvt Ltd	6911/14	10.367
8	Akshara Commodeal Pvt Ltd	358/15	10.367
9	Collossus Suppliers Pvt Ltd	10139/14	10.367
10	Suprabhat Dealer Pvt Ltd	1256/15	10.367
11	Laxmidhan Complex Pvt Ltd	9262/16	10.367
12	Primerose Developers Pvt Ltd	8684/15	10.367
13	Satwik Vintrade Pvt Ltd	11616/14	10.367
14	Sujata Mall	5720/17	2.07
15	Ashok Kumar Mall	9342/14	10.367
16	Laxminiwas Daga(From Will)	12077/85	5.1835
17	Sрниwas Daga(From Will)	12077/85	5.1835
18	Sagarmal Mall	8239/14, 17982/87	20.734
19	Saraswati Mall	16966/87	10.367

20	Shankar Lal Jhawar	12082/85	8.26
21	Anand Shankar Mall	7238/16	10.367
22	Anand Shankar Mall	5470/17	2.07
23	Sanjay Kumar Mall	12087/85	10.367
24	Mini Devi Mall	16968/87	10.367
25	Tushar Kant Mall	7797/16	10.367
26	Tushar Kant Mall	7686/16	10.367
27	Santosh Devi Mall	7685/16	10.367
28	AVS Global Pvt Ltd	2155/16	10.367
29	Sashikala Devi Daga	12103/85	10.367
30	Arun Kumar Daga	12104/85	10.367
31	Rajesh Kumar Mall	3458/87	10.367
32	Sarita Devi Daga	12107/85	10.367
33	Savitri Devi Daga	12108/85	8.26
		Total Area	331.67
Equivalent 200 Cottahs (more or less)			

SCHEDULE – B-1

(Joint Development Agreements and Power of Attorneys)

DETAILS OF DEVELOPMENT AGREEMENTS AND POWER OF ATTORNEYS GRANTED BY THE PRESENT LAND OWNERS OF PREMISES NO.

1, RAJA RAMMOHAN ROY ROAD, KOLKATA – 700 041.

Sl. No	Name of the Owners	Development Agreement No.	POA
1	Splended Suppliers Pvt Ltd	8819/17	443/18
2	Sevenwise Construction Pvt Ltd	1545/18	2137/18
3	Billenium Commercial Pvt Ltd	8819/17	443/18
4	Abhinandan Suppliers Pvt Ltd	8819/17	443/18
5	Aniket Commerce Pvt Ltd	8819/17	443/18
6	Splended Marketting Pvt Ltd	8819/17	443/18
7	Active Vanijya Pvt Ltd	8819/17	443/18
8	Akshara Commodeal Pvt Ltd	8819/17	443/18
9	Collossus Suppliers Pvt Ltd	8819/17	443/18
10	Suprabhat Dealer Pvt Ltd	8819/17	443/18
11	Laxmidhan Complex Pvt Ltd	8819/17	443/18

12	Primerose Developers Pvt Ltd	8819/17	443/18
13	Satwik Vintrade Pvt Ltd	8819/17	443/18
14	Sujata Mall	458/18	628/18
15	Ashok Kumar Mall	7721/14	7722/14
16	Laxminiwas Daga(From Will)	6188/14	6189/14
17	Sriniwas Daga(From Will)	6188/14	6189/14
18	Sagarmal Mall	7723/14, 5338/14	7724/14, 5341/14
19	Saraswati Mall	6320/14	6321/14
20	Shankar Lal Jhawar	2945/14	2946/14
21	Anand Shankar Mall	7242/16	8384/17
22	Anand Shankar Mall	457/18	627/18
23	Sanjay Kumar Mall	5337/14	5340/14
24	Mini Devi Mall	6320/14	6321/14
25	Tushar Kant Mall	3203/18	4287/18
26	Tushar Kant Mall	3204/18	4288/18
27	Santosh Devi Mall	3202/18	4286/18
28	AVS Global Pvt Ltd	8385/17	1725/18
29	Sashikala Devi Daga	2957/14	2948/14
30	Arun Kumar Daga	6188/14	6189/14
31	Rajesh Kumar Mall	5339/14	5342/14
32	Sarita Devi Daga	2957/14	2948/14
33	Savitri Devi Daga	2957/14	2948/14

SCHEDULE – B-2
(Building Plan, Revised Sanction Plan and Completion Certificate)

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for construction of Residential Housing Complex with some commercial areas, at Premises No. 1, Raja Rammohan Roy Road, Kolkata – 700 041, vide Building Permit No. 2016140325 dated 27.03.2017. Subsequently KMC has revised the said sanction plan on _____. The Promoter on the basis of above mentioned plan and revised sanction plan, has completed construction of the Residential Housing Complex ‘Merlin The 1’ and KMC has granted completion certificate bearing No..... dated.....

SCHEDULE – C
(Residential Complex)

All that the newly constructed Residential Housing Complex ‘Merlin The 1’, comprising of Three Towers/Blocks, each blocks consist of Basement + Ground + 17 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 1, Raja Rammohan Roy Road, Kolkata – 700 041.

SCHEDULE – D
(Sale Agreement)

The Owners and the Promoter have entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Schedule D-1**.

SCHEDULE –D-1
(Subject Matter of Sale)
The Said Unit

ALL THAT the Residential Apartment being No. ____, Block ____, on the ____ Floor, measuring ____ Carpet Area sq. ft. (excluding balcony/exclusive open terrace) more or less and _____sq. ft. Built-up Area 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 Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule – F**, in ‘Merlin The 1’ at Premises No. 1, Raja Rammohan Roy Road, Kolkata – 700 041.

SCHEDULE - E
(Consideration)

Price for the said Unit as described in Schedule – D-1 , above	Rs. xxxxxxxxx
---	---------------

Price for car parking as described in Schedule – D-1 , above	Rs. xxxxxxxxx
---	---------------

Total:	Rs. xxxxxxxxx
	=====

(Rupees) only.

SCHEDULE - F
(Common Areas for Apartment Owners)

1. The following shall be the common areas, parts and equipment for all Apartment owners, subject however to the reservations and exceptions contained in **Clause 3** hereafter of this Schedule.
 - 1.1 Main Entrance & Driveways: The main gates, pathways and driveways for entry and exit (ingress & egress) into and upon the Said Residential complex.
 - 1.2 All Lobbies, Passages and Staircases demarcated and earmarked for exclusive use of residential Apartments owners/occupants of the Residential complex.
 - 1.3 The lift, its installations and space in which the same is installed, save and except certain areas/spaces alongside and/or on top of the lift machine room, stair headroom which are reserved for the installation of neon signs and/or equipment to be installed by the Promoter.
 - 1.4 The ultimate open roof on the top floor of the Residential complex to be used by all Apartment owners in common.
 - 1.5 Electrical: The entire electrical system, by way of cables and equipments for providing electricity to the said Residential complex 'Merlin The 1' including the electricity meter space, required for common portions and/or supply to the Apartments.
 - 1.6 The entire space, equipment, pumps & motors, underground reservoir, overhead tanks, except pipes provided for supply of water to the Apartment in the said Residential complex.
 - 1.7 Drainage: All drains, sewers and pipes provided for common use of the Residential complex 'Merlin The 1'.
 - 1.8 All rooms and/or spaces and/or area provided for specific common purpose as per the actual/physical possession are as follows:

Common room/space/area

A) Rooms/Covered space provided for –

- i) Electric meter
- ii) Entrance Lobby/Reception

- iii) Caretaker /Staff
- iii) Security Guard Room/Darwan
- iv) Common Toilet /Bathroom on ground floor
- v) AC Community Hall
- vi) AC Gymnasium
- vii) AC Indoor Games Room
- viii) EPABX/Intercom/CCTV(only on Ground Floor)

B) Open /Covered space provided for –

- i) Water Treatment Plant
 - ii) Children’s Play Area
 - iii) Letter Box/Notice Board
 - iv) CESC Transformer
 - v) Plantation and/or greenery
 - vi) Garbage Bins
 - vii) Stair and lift lobbies
 - viii) Entrance lobbies
 - ix) Generator
 - x) Fire Pump
 - xi) Swimming Pool, Changing Rooms.
2. Nothing herein shall affect the right of the Owner and Promoter to grant exclusive rights for enjoyment of any part of the premises and Residential Complex to any person and /or company/firm to retain the same, so long as the right of ingress and egress and enjoyment of the common utilities of the Allotees are not obstructed.
3. It is clarified that notwithstanding anything contained elsewhere herein, all pipes, cables and drains, exclusive to or in any of the Apartments, shall not be deemed to comprise in the Common Portion.

**Schedule G
(Easement & Restrictions)**

All Apartment owners/occupants of the said Residential Complex including the Owners and Promoter shall be bound by the following easement and/or conditions:

- 1. The right of ingress to and egress from their respective Apartments 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 Apartment 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 Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allottees/occupiers of the said Apartment 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 Apartments and/or any portion of the Residential Complex and/or the said Premises.
 - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, 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 apartment 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 Association / Body to be formed by the Apartment owners.
- 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 Apartments in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 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.
- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.
- 1.12 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 Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.
- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.

- 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
- 1.18 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
- 1.20 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in Schedule-G.

2. **The Allottee shall:**

- 2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.
- 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.

- 2.4 Use the said Apartment, 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.
- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex 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 Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, 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.
- 2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II
(Maintenance of the Residential Complex)

1. The Promoter have constructed a Residential Complex called 'Merlin The 1' as more fully mentioned in **Schedule – C**.
2. Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule –F**.
4. The Transferors shall assist the Allottee in all respects in formation of the

Association/Body.

The Allottee shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.

5. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
6. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
7. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

Part-III
(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the

Apartment owners.

5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV (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. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **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 Apartments of the Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:**
 - 8.1 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. **Delay/Default:** 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 mensum 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) not to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and 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 project ‘Merlin The 1’ to the Allottee and his/her/their family members/guests.

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-V

(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/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 Apartment/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 Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
 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.
- 9. 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
OWNERS 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 as full consideration and/or price for sale of the said Apartment/Unit from the Allottee.

(Promoter)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

MR. SHANKAR LAL JHAWAR & ORS.
... OWNERS

AND

MERLIN PROJECTS LTD.
... PROMOTER

AND

.....
... ALLOTTEE

DEED OF SALE

Apartment/Unit No. ..., Block.....
'Merlin The 1'
1, Raja Rammohan Roy Road,
Kolkata – 700 041.

the 1/con/