

1. **Date:**\_\_\_\_\_

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

3. **Parties:**

3.1 **Owner:** ZOOM VANIJYA PVT. LTD. (CIN: U70102WB2006PTC108450), a company within the meaning of the Companies Act, 1956, having its registered office at 166B, S. P. Mukherjee Road, Kolkata – 700 026, (PAN:AAACZ2613D), represented by its authorized signatory \_\_\_\_\_, of the **FIRST PART;**

3.2 **Promoter:** MERLIN REAL ESTATE LLP (LLPIN AAB-024), a Limited Liability Partnership Firm, formed under the LLP Act, 2008, having its Office at 22, Prince Anwar Shah Road, Kolkata – 700 033, (PAN-AAVFM5065E), 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 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 Whereas the First Party herein is the Owner of all that the land measuring about 134 cottahs 4 chittaks and 35 sq. ft. (more or less) as per the deed, however physically measuring about 129 cottahs 8 chittaks 8.47 sft, under various dags, Mouza – Shibpur, District – Howrah, corresponding to Holding No. 40, 40/1 and 41, Swarnamoyee Road, P.S. Shibpur, District – Howrah, 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 Owner has entered a Joint Development Agreement with the Promoter and granted Power of Attorney for development of the said Premises. The details of the Development Agreement, Power of Attorney are morefully mentioned in **Schedule – B-1**.
- 4.4 The plan for development of the of the Housing Complex sanctioned by Howrah Municipal Corporation and the same being revised subsequently and based on the said sanctioned Plan and revised sanctioned plan the Promoter has completed construction of the Residential Complex ‘MERLIN WATER FRONT’ and the Howrah Municipal Corporation (HMC) has granted Completion Certificate for the project Promoter and the details of the sanction plan, revised sanction and CC are mentioned in **Schedule B-2**. The particulars of the Residential Complex MERLIN WATER FRONT 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 Water Front” more fully described in the **Schedule–D-1**, written hereunder, hereinafter referred to as the “**Said Unit**” to the Allottee herein, and by executing and registering this deed of conveyance the Owner and Promoter is conveying /transferring the “Said Unit” in favour of the Allottee.
- 4.6 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the building, the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for 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 Owner 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, 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 Building 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 Building, 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 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 Owner 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 HMC. If for some reason the Allottee expresses dissatisfaction in this regard, the same will be referred to the Project Architect whose decision, with regard to satisfactory rectification of the same shall be final and binding on the parties. If the Allottee raises further issue in respect of such rectification carried out by the Promoter, in such case the Allottee shall, at most, be entitled to claim reimbursement of cost, as determined by the said architect, for such further rectification work.

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 Unit/building/phase wing 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 Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> 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 who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Unit /phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

- 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 building 'Merlin Water Front', 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 building 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 conveyance deed, the Promoter have handed over possession of the said Apartment along with the allotted car parking space 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 the Plot of land lying and situated at Premises No. 40, Swarnamoyee Road, Shalimar, Howrah – 711 103, Police Station Shibpur, under Howrah Municipal Corporation Ward No.39, corresponding to L. R. Dag No. 134, bearing L. R. Khatian No. 382, under Mouza Shibpur, J. L. No.1, District Howrah, measuring about as per deed 134 cottahs 4 chittaks 35 sft. , however, as per physically measuring about 129 cottahs 8 chittaks 8.47 sft, which is butted and bounded in the manner as follows:

On the North: Swarnamoyee Road;

On the South: Vacant land of M/s.Chapdani Industries Ltd. at Premises no. 39, Swarnamoyee Road;

On the East: Swarnomoyee Canal and Shibpur Engineering College at Premises no.47, Swarnamoyee Road;

On the West: Existing factory sheds/building of M/s. Chapdani Industries Ltd. at Premises No.39, Swarnamoyee Road.

**Schedule-B**  
**[Devolution of Title]**

WHEREAS one M/s Shalimar Industries Ltd. by virtue of three registered Deed of Conveyances as mentioned in the table given below, purchased the entirety of All That the land measuring about 134 cottahs 4 chittaks and 35 sq. ft. (more or less) as per the deed, however physically measuring about 129 cottahs 8 chittaks 8.47 sft, under various dags, Mouza – Shibpur, District – Howrah, corresponding to Holding

No. 40, 40/1 and 41, Swarnamoyee Road, P.S. Shibpur, District – Howrah, and became the absolute owner thereof.

AND WHEREAS the above said land was purchased in the name of the then company Shalimar Wood Products (P) Ltd. which was subsequently changed to Shalimar Industries Ltd. in the following manner:

Name of the Company	Converted to	Formation date
Shalimar Wood Products Ltd	Date of Incorporation	19.10.1954
Shalimar Wood Products Ltd	Shalimar Wood Products (P) Ltd	30.11.1956
Shalimar Wood Products (P) Ltd	Shalimar Industries (P) Ltd.	23.11.1960
Shalimar Industries (P) Ltd.	Shalimar Group (P) Ltd.	30.10.1980
Shalimar Group (P) Ltd.	Shalimar Group Ltd.	18.09.1989
Shalimar Group Ltd.	Shalimar Industries Limited	06.12.1989

AND WHEREAS thus the said M/s Shalimar Industries Limited, became the absolute owner of said property, and got its name mutated in the records of Land Reforms Department, Howrah with respect of the land measuring 129 Cottahs 8 Chittaks 8.47 Square Feet in L.R. Dag Nos.134, 135, 137, 138, 140, 141, 142,143, 144, 145, 146, 147, 174, 175, 176, 177, 178, 179 bearing L.R. Khatian No.382, under Mouza Shibpur, J.L. No.1, P.S. Shibpur, Dist. Howrah, Howrah – 711 103.

AND WHEREAS after mutating its name in the records of Land Reforms Department, Howrah, the said M/s Shalimar Industries Limited obtained the conversion of land under the 'Said Premises' to 'Abasan' and the same was recorded under L.R. Khatian No.382, and under L.R. Dag No.134 by LR Department.

AND WHEREAS subsequently the said M/s Shalimar Industries Limited amalgamated the said two premises being 40 and 41, Swarnamoyee Road, upon amalgamation of the said premises were renumbered as 40, Swarnmoyee Road, in the records of Howrah Municipal Corporation and it was mutated in the name of Shalimar Industries Ltd.

AND WHEREAS subsequently the said M/s Shalimar Industries Limited obtained the necessary clearance from Urban Land Ceiling Department, in respect of the 'Said Premises' for land area measuring 129 Cottahs 8 Chittaks 8.47 Square Feet.

AND WHEREAS the said M/s Shalimar Industries Limited, being the absolute Owner of the ‘Said Premises’, and in possession thereof, by virtue of an Indenture of Conveyance dtd. 03.11.2014 duly registered in the Office of the ARA-II, Kolkata, recorded in Book No. I, CD Volume No. 26, Pages from 1194 to 1205, Being No. 10360 for the year 2014, sold, conveyed and transferred the “Said Premises” more fully described in the Schedule - A hereinabove written, in favour M/s Zoom Vanijya Pvt. Ltd the party of the First Part herein. Thus, the Said M/s Zoom Vanijya Pvt. Ltd, became the absolute Owner of the ‘Said Premises’.

**SCHEDULE – B-1**  
**(Joint Development Agreement and Power of Attorney)**

The Owner and the Promoter entered into a Joint Development Agreement on 01.05.2015. The said Agreement duly registered at the Office of Additional District Sub Registrar of Howrah and recorded in Book No. I, Volume No. 0502-2015, Pages 20932 to 20960, Being No. 050203350 for the year 2015 and the Owner has also executed a Power of Attorney on 01.05.2015 in favour of the Promoter herein for development and sale of apartments/constructed areas to prospective allottee/s. The said power of attorney duly registered at the Office of Additional District Sub Registrar of Howrah and recorded in Book No. I, Volume No. 0502-2015, Pages 26532 to 26535, Being No. 050203606 for the year 2015.

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

The Howrah Municipal Corporation (HMC) has provisionally sanctioned a plan for construction of Residential Housing Complex, at Premises No. 40, Swarnamoyee Road, P. S. Shibpur, Howrah – 711 103, vide Building Permit No. BRC 05/13-14 dtd. 13.02.2015. Subsequently HMC has revised the said sanction plan vide Building Permit No. 05/13-14 dated 19.08.2016 The Promoter on the basis of above mentioned plan and revised sanction plan, has completed construction of the Residential Housing Complex ‘MERLIN WATER FRONT’ and HMC has granted completion certificate bearing No..... dated.....

**SCHEDULE – C**  
**(Building)**

All that the newly constructed Residential Housing Complex “**Merlin Water Front**”, comprising of Four Towers/Blocks out of which two Tower/Block being No. I & IV each consist of Basement + Ground + 12 Upper Floors and the other two Tower/Block being No. II & III each consist of Ground + 12 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 40, Swarnamoyee Road, Shalimar, Howrah – 711 103.



**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 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 Water Front**” at Premises No. 40, Swarnamoyee Road, Shalimar, Howrah – 711 103.

**SCHEDULE - E**  
**(Consideration)**

Price for the said Unit as described in <b>Schedule – D-1</b> , 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 Building.
  - 1.2 All Lobbies, Passages and Staircases demarcated and earmarked for exclusive

use of residential Apartments owners/occupants of the building.

- 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 building 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 Building ‘Merlin Water Front’ 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 building.
- 1.7 Drainage: All drains, sewers and pipes provided for common use of the building ‘Merlin Water Front’.
18. All rooms and/or spaces and/or area provided for specific common purpose as per the actual/physical possession (and not as per the sanction or revised sanction plan) are as follows:

**Common room/space/area**

**A) Rooms/Covered space provided for –**

- i) Electric meter
- ii) Reception – Cum- Association Office
- iii) Caretaker /Staff
- iii) Security Staff/Darwan
- iv) Toilet /bathroom
- v) Community Hall
- vi) Gymnasium
- vii) EPABX/Intercom/CCTV

**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
  - viii) Generator
  - ix) Fire Pump
  - x) 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 building 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 Allottees 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 Building 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 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 building 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 Premises and/or Building, 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 Building / Premises, or at any other space, save & except in the demarcated allotted space, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said building/premises.
- 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 building or other parts of the said Premises and/or 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 Building, 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 Object if the Promoter provides additional open/covered car and /or two wheeler parking facilities other than those sanctioned, so long as the same does not in any way disturb or impede the movement and/or ingress and egress of the cars and user right of the Allottee, the party of the Third Part herein.
  - 1.21 Object if the Promoter have constructed or created additional rooms or spaces other than the sanctioned plan.
  - 1.22 Restrict any of the other owners/occupiers of the said Building or Premises 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 Building 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 building and/or 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 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 Buildings, 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 Building)**

1. The Promoter have constructed a building called 'Merlin Water Front' as more fully mentioned in **Schedule – C**.
2. Upon formation of the Association or Body for the occupants/owners of the said building, 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 building 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 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 building.

**Part-III**  
**(Management & Maintenance)**

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the HMC, 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 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, be entitled to maintain the Common Areas/Portion.
6. The deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body to be formed by the Apartment owners and such deposits shall be utilized by the Association/Body to be formed by the Apartment owners 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 Building and the said premises.
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, call 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 by the Association/Body, 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 Building.

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:** In case the Allottee inordinately delays or defaults in making any payment or deposit within the time stipulated therefor, the said Association / Body shall be entitled to withhold all or any of the utilities, facilities and/or services to the Allottee till the delay/default amount in arrears are paid and the said Association/Body shall further be entitled to the interest thereon @2% per mensem, compoundable quarterly, till such amount is remitted fully as also damages suffered or cost incurred due to delay in making payment of such amount or for realization of the same. Notwithstanding the above should delay and/or default persist and the Allottee fails to fulfill his obligations then the said Association/Body shall have the right to attach the rental income of the Owner applicable and/or claim, lien/charge over the Apartment in respect of such delay and/or default.

#### **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 HMC, the Purchaser Allottee alone is liable and responsible to pay the HMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the HMC, till such time the same is done by HMC 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 Building.
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.
  
  6. 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 as full consideration and/or price for sale of the said Apartment/Unit from the Allottee.

**(Promoter)**

DRAFT

=====  
DATED THIS      DAY OF      2018  
=====

BETWEEN

ZOOM VANIJYA PVT. LTD.  
... OWNER

AND

MERLIN REAL ESTATE LLP  
... PROMOTER

AND

.....  
... ALLOTTEE

**DEED OF SALE**

Apartment/Unit No. ..., Block.....  
'Merlin Water Front'  
40, Swarnamoyee Road, Shalimar,  
Howrah – 711 103.

Water front/con/