

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

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

3. **Parties:**

3.1 **Owners:** (1) NORTHSTAR MERCHANTS PRIVATE LIMITED (PAN:AACCN 6593N), (CIN U51109WB2008PTC121536), (2) SYNERGY BARTER PRIVATE LIMITED (PAN: AALCS 4798P), (CIN U51109WB2008PTC121727), (3) TWINKLE COMMOTRADE PRIVATE LIMITED (PAN:AACCT8169J), (CIN U51109WB2008PTC 121728), (4) VANTAGE DISTRIBUTORS PRIVATE LIMITED (PAN:AACCV6114B), (CIN U51109WB2008PTC121535), (5) SUHANA VINIMAY PRIVATE LIMITED (PAN:AALCS4619R), (CIN U51109WB2008PTC121396), (6) ZED VYAPAAR PRIVATE LIMITED (PAN:AAACZ3110B), (CIN U51109WB2008PTC121395), 7) AASTHA TRADECOMM PRIVATE LIMITED (PAN: AAGCA7218M), (CIN U51109WB2008PTC121655), (8) KASTURI COMMODEAL PRIVATE LIMITED (PAN:AADCK2446E), (CIN U51109WB2008PTC121661), (9) LIBERAL DISTRIBUTORS PRIVATE LIMITED (PAN:AABCL3995K), (CIN U51109WB2008PTC 121658), (10) FASTER COMMERCIAL PRIVATE LIMITED (PAN: AABCF1644F), (CIN U51109WB2008PTC121401), (11) SUNDARAM VINCOM PRIVATE LIMITED (PAN: AALCS4841B), (CIN U51109WB2008PTC121726), all companies incorporated under the Companies Act, 1956, having its/their registered office at 66A, Sisir Bhaduri Sarani, 2<sup>nd</sup> Floor, Flat No. 5, Post Office- Beadon Street, Police Station- Amherst Street, Kolkata 700 006, (12) UPKAR COMMODITIES PRIVATE LIMITED (PAN:AAACU9494P), (CIN U51109WB2008PTC121672), a company incorporated under the Companies Act, 1956, having its registered office at 17/5, Sahapur Colony, Ground Floor, Police Station and Post Office-New Alipore, Kolkata – 700 053, (13) SHA-SAN ESTATES PRIVATE LIMITED (PAN:AAKCS 9564J), (CIN U45400WB2007PTC116735), a company incorporated under the Companies Act, 1956, having its registered office at 237Q, Manicktala Main Road, Golden House, 2<sup>nd</sup> floor, Post office: Maniktalla, Police Station-Phoolbagan, Kolkata – 700054, (14) BAHUBALI COMMOTRADE PRIVATE LIMITED (PAN:AADCB 3103B), CIN U51109WB2008PTC121532, (15) OCTAGON SUPPLIERS PRIVATE LIMITED (PAN:AAACO9924A), (CIN U51109WB2008PTC121802), (16) RATNABALI MERCHANTS PRIVATE LIMITED (PAN:AADCR8262P), (CIN U51109WB2008PTC121730), 17) UPKAR VANIJYA PRIVATE LIMITED (PAN:AAACU9505D), (CIN U51109WB2008PTC121729), (18) PRATHANA SALES AGENCIES PRIVATE LIMITED

(PAN:AAECP 4922B), (CIN U51109WB2008PTC121722), (19) LIFESTYLE AGENTS PRIVATE LIMITED (PAN:AABCL3998E), (CIN U51109WB2008PTC121724), (20) PANTHER MARKETING PRIVATE LIMITED (PAN:AAECP 4924H), (CIN U51109WB2008PTC 121776), (21) PRINCIPLE SALES AGENCIES PRIVATE LIMITED (PAN:AAECP4898E), (CIN U51109WB2008PTC121725), (22) STARLIGHT AGENTS PRIVATE LIMITED (PAN: AALCS 4840A), (CIN U51109WB2008PTC121750), (23) GLORY VYAPAAR PRIVATE LIMITED (PAN:AADCG0174F), (CIN U01403WB2008PTC 121394), (24) RATNABALI MARKETING PRIVATE LIMITED (PAN:AADCR8222M), (CIN U51109WB2008PTC121671), (25) QUEST SUPPLIERS PRIVATE LIMITED (PAN:AAACQ1657J), (CIN U51109WB2008PTC121397), all companies incorporated under the Companies Act, 1956, having their registered office at Premises No. 40, Shiv Thakur Lane, Post Office- GPO, Police Station-Burrabazar, Kolkata - 700 007, (26) PLANET VANIJYA LLP (PAN:AATFP5812E), (LLPIN AAI- 2800), (27) PLATINUM VYAPAAR LLP (PAN: AATFP5813F), (LLPIN AAI- 2823), (28) ZOOM VINCOM LLP (PAN:AABFZ7781J), (LLPIN AAI- 2824), (29) PRESIDENCY TRADERS LLP (PAN:AATFP5814C), (LLPIN AAI- 2249), (30) GOLDMINE COMMERCIAL LLP (PAN:AAQFG6658Q), (LLPIN AAI- 3618), (31) JUPITER DEALERS LLP (PAN:AAMFJ6472B), (LLPIN AAI- 1631), and (32) MINOLTA AGENCIES LLP (PAN:ABEFM5586E), (LLPIN AAI- 2801), all Limited Liability Firms, formed under LLP Act, 2008, having their registered office at Premises No. 1002, E. M. Bypass, Front Block, Post Office- Dhapa, Police Station-Pragati Maidan, Kolkata - 700 105, all represented by their \_\_\_\_\_ of the **FIRST PART**;

3.2 **Promoter: MERLIN DEVELOPMENTS** (PAN:ABAFM5914E), a Partnership Firm, having its Office at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata- 700033, 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 That the Party of the First Part hereto are the Owners of All That a piece and parcel of land measuring 212 cottah, being Premises No. 618, Barrackpore Trunk Road, Holding No. 30/1, Sodepore, Mouza Sukhchar, Ward no. 14 under Panihati Municipality, P.S. Khardah, Kolkata- 700114, District-24 Pgs (North), together with structures standing thereon, more fully and particularly described 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 Residential Complex with some commercial areas sanctioned by Panihati Municipality and based on the said sanctioned Plan the Promoter has already completed construction of the Residential Complex ‘MERLIN MAXIMUS’ and the Panihati Municipality has granted Occupancy Certificate/Completion Certificate and the details of the sanction plan and CC are mentioned in **Schedule B-2**. The particulars of the Residential Complex MERLIN MAXIMUS 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 Maximus” more fully described in the **Schedule–D-1**, 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 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 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 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 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 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 Panihati Municipality.

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 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 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, 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 Allottees 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 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 the piece and parcel of land measuring 212 cottah more or less equivalent to 3.50 acres s (more or less) comprised in R.S. Dag Nos. 3785, 3786, 3783/3809, 3784, 3784/3810, under L.R. Khaitan No.2074 in Mouza-Sukchar, J.L. No.9, being Municipal Premises No. 618, Barrackpore Trunk Road, Municipal Holding No. 30/1 (formerly 46A to 46N and 46P to 46Z/7), Ward No. 14, under Panihati Municipality, P.S. Khardah, District- 24 Pgs (North), Kolkata - 700 114, butted and bounded as follows :-

ON THE NORTH	:	By Iswar Chandra Chatterjee Road;
ON THE SOUTH	:	By Sukhchar Market;
ON THE EAST	:	By Iswar Chandra Chatterjee Road;
ON THE WEST	:	By Barrackpore Trunk Road.

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

**WHEREAS** one Pyne Properties Pvt. Ltd. was seized possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land containing an area of 4.36 acres be the same a little more or less together with several old and dilapidated garden houses, buildings, outhouses, security rooms and structures situate lying at and being Premises No. 618, Barracpore Trunk Road, Holding No. 46, Ward No. 14 within Panihati Municipality comprised in Mouza - Sukhchar, JL No. 9, R.S. No.

14, Touzi No. 156, Police Station Khardah as per details hereunder and herein after referred to as the said property:

R S Khatian No.	R S Dag No.	Area in Acres
18	3785	1.82
18	3786	0.47
18	3783/3809	0.74
20	3783	0.52
21	3782	0.26
212	3784	0.47
84	3784/3810	0.08
<b>TOTAL</b>		<b>4.36</b>

**AND WHEREAS** the said Pyne Properties Pvt. Ltd. on or about 31.01.2008 by virtue of 32 (thirty two) Nos. separate Deeds of Conveyances duly registered in the Office of Additional Registrar Assurances - II, Kolkata more fully mentioned herein below sold transferred and conveyed 1/39<sup>th</sup> share each of the said Property unto and in favour of the Owners herein, as per details hereunder.

Sl. No.	Name of the Purchaser	Book No.	CD Vol. No.	Pages	Deed No./Year
1	Minolta Agencies Pvt. Ltd.	I	49	1614-1630	7393/2012
2	Octagon Suppliers Pvt. Ltd.	I	49	1843-1859	7394/2012
3	Planet Vanijya Private Limited	I	49	1599-1613	7395/2012
4	Platinum Vyapaar Pvt. Ltd.	I	49	1817-1831	7396/2012
5	Presidency Traders Pvt. Ltd.	I	49	1860-1876	7397/2012
6	Goldmine Commercial Pvt. Ltd.	I	49	1733-1749	7398/2012
7	Zoom Vincom Pvt. Ltd.	I	49	1800-1816	7400/2012
8	Upkar Commodities Pvt. Ltd.	I	49	1877-1893	7401/2012
9	Glory Vyapaar Pvt. Ltd.	I	49	1681-1697	7402/2012
10	Bahubali Commotrade Pvt. Ltd.	I	49	1750-1764	7404/2012
11	Jupiter Dealers Pvt. Ltd.	I	49	1631-1645	7405/2012
12	Quest Suppliers Pvt. Ltd.	I	501	659-680	7531/2012
13	Vantage Distributors Pvt. Ltd.	I	45	3348-3362	11272/2012
14	Twinkle Commotrade Pvt. Ltd.	I	45	3363-3377	11273/2012
15	Synergy Barter Pvt. Ltd.	I	45	3378-3392	11274/2012
16	Sundaram Vincom Pvt. Ltd.	I	45	3646-3662	11275/2012
17	Kasturi Commodeal Pvt. Ltd.	I	45	3663-3679	11276/2012
18	Northstar Merchants Pvt. Ltd.	I	45	3897-3912	11277/2012
19	Zed Vyapaar Pvt. Ltd.	I	45	3729-3743	11278/2012
20	Panther Marketing Pvt. Ltd.	I	45	3744-3760	11279/2012



21	Suhana Vinimay Pvt. Ltd.	I	45	3393-3407	11412/2012
22	Faster Commercial Pvt. Ltd.	I	45	3408-3424	11413/2012
23	Ratnabali Marketing Pvt. Ltd.	I	45	3425-3441	11414/2012
24	Starlight Agents Pvt. Ltd.	I	45	3442-3458	11415/2012
25	Lifestyle Agents Pvt. Ltd.	I	45	3459-3475	11416/2012
26	Liberal Distributors Pvt. Ltd.	I	45	3476-3492	11417/2012
27	Aastha Tradecomm Pvt. Ltd.	I	45	3493-3509	11418/2012
28	Upkar Vanijya Pvt. Ltd.	I	45	3510-3526	11419/2012
29	Principles Sales Agencies Pvt. Ltd.	I	45	4228-4245	11420/2012
30	Ratnabali Merchants Pvt. Ltd.	I	45	3545-3561	11421/2012
31	Prathana Sales Agencies Pvt. Ltd.	I	45	3562-3578	11422/2012
32	Sha-San Estates Pvt. Ltd.	I	49	1911-1927	11989/2012

**AND WHEREAS** by a Registered Deed of Partition aforesaid purchasers being the Owners herein partitioned their portion being 3.50 acres of duly demarcated land out of the total land 4.36 acres comprised in the said property as per details mentioned herein below:

R S Khatian No.	R S Dag No.	Area in Acres
18	3785	1.74
18	3786	0.47
18	3783/3809	0.74
212	3784	0.47
84	3784/3810	0.08
<b>TOTAL</b>		<b>3.50</b>

**AND WHEREAS** the Owners herein also got their name mutated in the record of BLLRO for their respective share in the said total land of 3.50 acres. Subsequently the Owners also got their names mutated in the records of Panihati Municipality for their respective plot of land under Holding No. 46A to 46N and 46P to 46Z/7 and subsequently the same being renumbered as Holding No. 30/1 of Ward No. 14.

**AND WHEREAS** the Owners also got their plots of land converted from Bastu, Bagan & Danga to Housing Complex from the Office of the Additional District Magistrate and District Land and Land Reform Officer North 24 Parganas, Barasat.

**AND WHEREAS** the Owners entered into an Agreement with the Developer herein for the purpose of development of the said land by the Developer by constructing building/ buildings/ Residential Housing Complex as per the plan to be sanctioned by the Panihati Municipality and commercially exploit the same and granted exclusive right to the Developer to sell the areas allocated to the Developer in such building/ buildings/ Residential Housing Complex and realize and appropriate the

sale proceeds thereof, for the consideration and on the terms and conditions stated therein.

**AND WHEREAS** with a view to develop the said premises, the Owners have made Plans for construction and got it sanctioned from The Panihati Municipality vide sanction building plan being No. B. P. No. 406 dated 09.09.2015 and thereafter modified plans as approved by the Panihati Municipality upto the date hereof, hereinafter referred to as the “**Said Plan**”.

**AND WHEREAS** out of the aforesaid 32 nos. owners /vendors 7 nos. of owners/vendors namely Minolta Agencies Pvt. Ltd., Planet Vanijya Private Limited, Platinum Vyapaar Pvt. Ltd., Presidency Traders Pvt. Ltd., Goldmine Commercial Pvt. Ltd., Zoom Vincom Pvt. Ltd. and Jupiter Dealers Pvt. Ltd. as approved and duly registered with the Ministry of Corporate Affairs, Govt. of India converted into Limited Liability Partnership Firms (LLP) and thereby vested all their rights and obligations of the aforementioned owners/vendors unto and in favour of the said Limited Liability Partnership Firms, now known as Minolta Agencies LLP, Planet Vanijya LLP, Platinum Vyapaar LLP, Presidency Traders LLP, Goldmine Commercial LLP, Zoom Vincom LLP and Jupiter Dealers LLP, being the owners/vendors no. 26 to 32 herein.

#### **SCHEDULE – B-1**

##### **(Joint Development Agreement and Power of Attorney)**

The Owner and the Promoter entered into a Joint Development Agreement duly registered at the Office of Additional Registrar of Assurance-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2015, Pages 25325 to 25402, Being No. 190400734 for the year 2015 and the Owner has also executed a Power of Attorney on 28.11.2015 in favour of the representative 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 Registrar of Assurance-III of Kolkata and recorded in Book No. IV, Volume No. 1903-2015, Pages 83987 to 84024, Being No. 190306523 for the year 2015.

#### **SCHEDULE – B-2**

##### **(Building Plan, Revised Sanction Plan and Completion Certificate)**

The Panihati Municipality vide B. P. No. 406 dtd. 09.09.2015 has sanctioned a plan Residential Complex consisting of seven blocks out of which some commercial areas on the front portion of entire ground and first floor of Block No. 1, 2 & 3. The Promoter on the basis of above mentioned plan, has completed construction of the Block No. 1, 2 & 3 and Panihati Municipality has granted Occupancy Certificate/ Completion Certificate bearing No..... dated..... and for block No. 4, 5, 6 & 7 Occupancy Certificate/ Completion Certificate bearing No..... dated.....

**SCHEDULE – C**  
**(Residential Complex)**

All that the newly constructed Housing Complex “**Merlin Maximus**”, comprising of Seven Blocks each consist of Ground + 11 Upper Floors having self-contained residential apartments and a podium consisting of a basement, ground + 2 upper floors, car parking spaces, commercial areas on the front portion of entire ground and first floor of block No. 1, 2 & 3 and other constructed areas at Premises No. 618, Barrackpore Trunk Road, P.S. Khardah, Kolkata – 700 114, District - 24 Pgs (North) Municipal Holding No. 30/1 (formerly 46A to 46N and 46P to 46Z/7), Ward No. 14, under Panihati Municipality.

**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 Maximus**” at Premises No. 618, Barrackpore Trunk Road, P.S. Khardah, Kolkata – 700 114, District - 24 Pgs (North) Municipal Holding No. 30/1 (formerly 46A to 46N and 46P to 46Z/7), Ward No. 14, under Panihati Municipality.

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

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

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

Total: Rs. xxxxxxxxx  
=====

(Rupees ..... ) only.

**SCHEDULE - F**  
**(Common Areas for Apartment Owners)**

1. Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Entrance Lobbies, Waiting Lounge and Staircases, (c) Access to the Roof and/or Terrace on the Top floor of the Residential Complex, (d) Stair head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the New Building (g) Children play area (h) Open Terrace, (i) Common Toilet on the ground floor, (j) Durwan/Guard/Caretaker's Room, (k) Electrical Meter Room (l) Community Hall and other areas provided for common use of all the residents of the Building/s.

Fitness: (a) Clubhouse with fitness centre, (b) Light & sound waterfall enable swimming pool, (c) Multipurpose sports arena with badminton and basketball.

Wellness ; (a) Musical jogging and cycling, (b) Meditation centre with joga deck, (c) Boating corner.

Leisure: (a) WLL gaming zone, (b) AV room, (c) Library with special kids section, (d) Banquet hall with attached party lawn, (d) Indoor games as table tennis, carom, chess.

Children: (a) Crèche, (b) Splash pool for kids

Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any Flat, (d) Municipality Water Line, (e) Deep Tube Well, (f) Fire Fighting System, (g) Water Treatment Plant.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, of sufficient capacity for providing 1.0 KW for 2BHK/ 1.5 KW for 3BHK/ 2.0 KW for 4BHK flats backup power to respective units (f) EPABX / Intercom system/CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with Municipality.

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 Residential Complex 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 Residential Complex.
- 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 Residential Complex.
- 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 Residential Complex 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 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 said Residential Complex 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, and the said Residential Complex 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 said 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 Maximus' 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 Panihati Municipality, 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 said 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. 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 Residential Complex

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 Apartment”.
- 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 Residential Complex 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 has 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 Panihati Municipality, the Purchaser Allottee alone is liable and responsible to pay the Panihati Municipality tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the Panihati Municipality, till such time the same is done by Panihati Municipality 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.
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

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DATED THIS      DAY OF      2018

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BETWEEN

NORTHSTAR MERCHANTS PVT. LTD.

... OWNERS

AND

MERLIN DEVELOPMENT  
... PROMOTER

AND

.....  
... ALLOTTEE

**DEED OF SALE**

Apartment/Unit No. ..., Block.....  
'Merlin Maximus'  
618, B T Road,  
Kolkata .

maximus/con/