

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

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

3. **Parties:**

3.1 **Owner: SURYA ENGINEERING PVT. LTD.** (CIN:U51909WB1942PTC010895), an existing company within the meaning of the companies Act, 1956, having its registered office at 209, Picnic Garden Road, Kolkata – 700039, (PAN:AAECS8442D), represented by its \_\_\_\_\_, of the **FIRST PART**;

3.2 **Promoter: PS MERLIN DEVELOPERS LLP** (LLPIN: AAF-6737), a Limited Liability Partnership Firm, formed under the LLP Act, 2008, having its Office at 22, Prince Anwar Shah Road, Kolkata – 700 033, (PAN- AASFP2241E), 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 piece and parcel of land measuring 113 Cottahs under municipal premises No. 209, Picnic Garden Road, Kolkata – 700039, at Mouza – Kustia, District 24 Parganas (South), P.S. Tiljala, under ward No: 67 of The Kolkata Municipal Corporation, more fully and particularly mentioned in **Schedule-A**, hereinafter referred to as the “said premises” and the chain of title, Ownership detail more fully and particularly mentioned in **Schedule-B** appearing in this deed.

4.2 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 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 ‘MERLIN ILAND’ and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the sanction plan, **revised sanction** plan and CC are mentioned in **Schedule B-2**. The particulars of the Residential Complex MERLIN ILAND 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 Iland” more fully described in the **Schedule–D-1**, written hereunder, to the Allottee herein, and by executing and registering this deed of Sale the Owner and Promoter is 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 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, 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 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 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 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/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 Iland', 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 the piece and parcel of land including structure measuring 113 Cottahs under municipal premises no. 209, Picnic Garden Road, Kolkata – 700039, at Mouza – Kustia, District 24 Parganas (South), however on physical measurement the land area is found to be 114 cottah within the P.S. Tiljala, ward No: 67 of The Kolkata Municipal Corporation butted and bounded as follows:

ON THE NORTH : Picnic Garden Road.

ON THE SOUTH : Partially by Municipal Road and partially by premises no. 209/1/4, 209/1/5, 209/1/6, 209/1/7, 209/1/9, 209/1/10, 209/1/11, and 209/1/1A Picnic Garden Road etc.

ON THE EAST : Partially by premises no. 209/2A Picnic Garden Road.

ON THE WEST : Partially by 18' common passage. and partly by premises no. 209/1 Picnic Garden Road.

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

- 1.1 One Pares Nath Naskar was the sole and absolute owner in respect of land by admeasuring containing an area of 2.83 Acres, District 24 Parganas (South), J.L. No. 14, Mouza – Kustia, New Holding No. 23, Khatian Nos. 194, 195 and 196 as per details herein below :

<u>Khatian No.</u>	<u>Dag No.</u>	<u>Land Area (Decimal)</u>
194	1549	10

	1550	63
	1551	59
	1552	12
	1553	42
	1554/1667	10
195	1561	41
196	1564/1690	35
	1562	04
	1559	07
	Total Land Area	2.83 Acre

- 1.2 The said Pares Nath Naskar by a Deed of Conveyance dated 12.12.1941 sold, transferred and conveyed the above said property in its entirety unto and in favour of Surendra Kumar Ray and Satis Chandra Dey.
- 1.3 By a Deed of Conveyance dated 28.04.1943, the said Surendra Kumar Ray and Satis Chandra Dey sold, transferred and conveyed the aforesaid property unto and in favour of Surya Engineering Ltd. which later on became Surya Engineering Private Ltd. after The Companies Act, 1956 came into force.
- 1.4 One Smt. Aparna Devi was the sole and absolute owner in respect of land and premises containing an area of 8.5 Decimals lying and situate at Mouza – Kustia, J.L. No. 14, Touzi No. 1298/283 Old Dag Nos. 21, 22 & 23, New Dag Nos. 20 & 21, Holding No. 7 in the District 24 Parganas (South) adjacent to the property of Surya Engineering Ltd..
- 1.5 By a Deed of Conveyance date 23.09.1941 the said Smt. Aparna Devi sold, transferred and conveyed the above said property unto and in favour of Nagendranath Naskar.
- 1.6 Subsequently the said Nagendranath Naskar died intestate leaving behind him surviving his three sons namely Kashinath Naskar, Jitendra Naskar and Provas Chandra Naskar and his widow namely Smt. Chamatkarni Naskar as his heirs and legal representatives.
- 1.7 The said Kashinath Naskar, Jitendra Naskar, Provas Chandra Naskar and Smt. Chamatkarni Naskar by a Deed Conveyance date 19.05.1967 sold, transferred and conveyed the abovesaid property measuring about 8.5 Decimals equivalent to 5 Cottahs 2 Chittaks unto in favour of Surya Engineering (P) Ltd.
- 1.8 In the circumstances stated hereinabove, the said Surya Engineering (P) Ltd. by virtue of aforesaid purchase became the absolute owner in respect of various pieces of land contiguous to each other as described above having total area of

2.91 Acres equivalent to 176 Cottahs, 6 Chittaks and numbered as 209 Picnic Garden Road in the Assessment Records of the Kolkata Municipal Corporation.

- 1.9 The said Surya Engineering (P) Ltd. while being seized and possessed above land from time to time sold various pieces of land measuring about 49 Cottahs, 1 Chittak and 33 Sq. Ft. and became the owner of 127, Cottahs and 4 Chittaks and 12 Sq. Ft.
- 1.10 The said Surya Engineering (P) Ltd. also lost some land due to creation of a common road, drainage etc. measuring about 16 Cottahs and 192 Sq. Ft.
- 2.1 One Kanakbati Dasi was the sole and absolute owner in respect of all that the land measuring 3 cottahs 10 chitaks lying and situated at Mouza Kustia hereinafter referred to as the said land.
- 2.2 By a Bengali Kobala (Deed of Conveyance) dated 24.01.1961 the said Kanakbati Dasi sold, conveyed and transferred all that the said land measuring 3 Cottahs 10 chitaks lying and situated at and being premises no 209/2B, Picnic Garden Road, Kolkata unto and in favour of one Gourgopal Mitra.
- 2.3 The said Gourgopal Mitra thereafter by a Deed of Release dated 10.09.1962 released the said property in favour of one Salil Kumar De.
- 2.4 That by a Deed of Declaration dated 13.12.1962 made between the said Gourgopal Mitra and Lilabati De the name of the said Salil Kumar Dey appearing in the 1<sup>st</sup> page of the said Deed of release was rectified and substituted by the words 'Lilabati De'.
- 2.5 That the said Lilabati De subsequently by a Deed of Gift dated 31.07.1981 gifted the said property to her two grandsons namely Mr. Amitabha De son of Late Anil Kumar De and Mr. Soumitra De son of Late Salil Kumar De .
- 2.6 The premises no written in the said deed of Gift was subsequently rectified by a Deed of Rectification dated 18.03.1987.
3. That by virtue of a Deed of Transfer dated 17.08.2006 the Mr. Soumitra Dey and Mr. Amitava Dey transferred their right, title and interest in respect of land measuring 3 Cottahs 10 chitaks comprised in Premises No. 209/2B, Picnic Garden Road, Kolkata - 700 039, unto and in favour of the said Surya Engineering (P) Ltd. By virtue of the aforesaid transfer the said Surya Engineering (P) Ltd. became the absolute owner of land measuring 113 Cottahs and 5 Sq. Ft., being the entire project land.
4. That subsequently by an order dated 09.01.2010 the premises no. 209/2B was amalgamated with premises no. 209, Picnic Garden Road with effect from. 2/07-08 in the records of The Kolkata Municipal Corporation containing an



area measuring 113 Cottahs and 5 Sq. Ft. and the same has also been certified by Urban Land (Ceiling and Regulation) authorities as per their clearance date 11.09.2014.

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

The Owner and the Promoter entered into a Joint Development Agreement on 02.05.2016. The said Agreement duly registered at the Office of District Sub Registrar-III South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 67121 to 67159, Being No. 160302116 for the year 2016 and the Owner has also executed a Power of Attorney on 14.07.2016 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 District Sub Registrar-III South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 102808 to 102822, Being No. 160303338 for the year 2016.

**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, at Premises No. 209, Picnic Garden Road, Kolkata – 700039, vide Building Permit No. Building Permit No. 2015070105 dated 29.10.2015. 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 ILAND’ and KMC has granted completion certificate bearing No..... dated.....

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

All that the newly constructed Residential Housing Complex “Merlin Iland”, comprising of Two Towers/Blocks out of which One Tower/Block being No. I consist of Ground + 12 Upper Floors and the other Tower/Block being No. II consist of Basement + Ground + 12 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises 209, Picnic Garden Road, Kolkata – 700039.

**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 Iland**” at Premises No. 209, Picnic Garden Road, Kolkata – 700039.

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

Price for the said Unit as described in <b>Schedule – D-1</b> , above	Rs. xxxxxxxxx
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Price for car parking as described in <b>Schedule – D-1</b> , above	Rs. xxxxxxxxx
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Total:	Rs. xxxxxxxxx
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(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 Iland' 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 Iland'.
- 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 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 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 Iland' 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 mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said 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 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 Iland’ 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  
**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)**

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DATED THIS      DAY   OF              20\_\_

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BETWEEN

**SURYA ENGINEERING PVT. LTD.**

... OWNER

AND

PS MERLIN DEVELOPERS LLP

... PROMOTER

AND

.....

... ALLOTTEE

**DEED OF SALE**

Apartment/Unit No. ..., Block.....  
'Merlin Iland'  
209, Picnic Garden Road,  
Kolkata – 700 039.

iland/con/