

1. Date:_____

2. Nature of document: Deed of Sale.

3. Parties:

3.1 Owners: **(1) METAL WOOD INDUSTRIES PVT. LTD.** (PAN:AADCM5515A), a company incorporated under the Companies Act, 1956, having its registered office at, 193/1, B. L. Saha Road, Kolkata -700053, **(2) SRI SUMITABHA DAS** (PAN: ADEPD6505A), son of Late Amarendra Lal Das, residing at P-541, Raja Basanta Roy Road, Kolkata – 700029, **(3) SMT. KRISHNA SAHA CHOWDHURY** (PAN: BTZPS1081E), daughter of Late Amarendra Lal Das and wife of Late Shyamal Saha Choudhury, residing at 2/1 Madhav Lane, Kolkata – 700025, **(4) SMT. MADHUSREE NAG** (PAN: AGUPN5437E), daughter of Late Amarendra Lal Das and wife of Arun Nag, residing at Ratan Pally, Shantiniketan, District Birbhum, Pin – 7731436, **(5) SRI AMLANABHA DAS** (PAN: ADDPD6538L), son of Late Ranendra Lal Das, residing at P-541, Raja Basanta Roy Road, Kolkata – 700029, **(6) SMT. SULALITA DAS** (PAN: ANYPD5400A), daughter of Late Ranendra Lal Das and wife of Prabir Kumar Das, residing at 29/1, Kabi Bharat Chandra Road, Kolkata – 700028 **(7) SMT. SHARMILA SAHA** (PAN: BFOPS4350H), daughter of Late Ranendra Lal Das and wife of Pradip Saha, residing at 1301, Glen Classic Building, Hiranandani Gardens, Cliff Avenue, Powai, Mumbai – 400076, all represented by their _____, of the **FIRST PART;**

3.2 Promoter: **MERLIN PROJECTS LTD. (CIN: U70109WB1984 PLC038040)**, a Company incorporated under the Companies Act, 1956, having its registered office at, 22, Prince Anwar Shah Road, Kolkata - 700033, (PAN:AACCM0505B), represented by its _____, of the **SECOND PART;**

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

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

3.5 The terms Owners & Promoter shall mean the Transferor.

4. Background:

- 4.1 Whereas the First Party herein are joint Owners of all that the piece and parcel of land measuring about 200 Cottah be a little more or less equivalent to 3 acres and 32 decimal be a little more or less comprised in R.S. Dag Nos. 472, 473, 475 and 476 under R. S. Khatian Nos. 411, 412 and 420, in Mouza Sititi, J. L. No. 11, being Premises No. 1, Raja Ram Mohan Roy Road, (formerly 2, Biren Roy Road and also 135, Raja Ram Mohan Roy Road) Police Station Behala, Kolkata – 700041, under KMC Ward No. 121 of Kolkata Municipal Corporation, more fully and particularly mentioned in **Schedule-A**, hereinafter referred to as the “said premises” and the chain of title, Ownership detail more fully and particularly mentioned in **Schedule-B** appearing in this deed.
- 4.2 Whereas the Second Party herein is a Promoter engaged in the development of real estate, properties in Kolkata.
- 4.3 The Owners have entered Joint Development Agreement with the Promoter and granted Power of Attorney for development of their share of land in the said Premises. The details of such Development Agreements, Power of Attorneys are more fully mentioned in **Schedule – B-1**.
- 4.4 The plan for development of the of Housing Complex sanctioned by Kolkata Municipal Corporation the Promoter has completed construction of the Residential Complex ‘Merlin Verve’ and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the sanction plan and CC are mentioned in **Schedule B-2**. The particulars of the Residential Complex ‘Merlin Verve’ more fully mentioned in **Schedule – C**.
- 4.5 By a Sale Agreement more fully mentioned in **Schedule-D** the Promoter have sold one Residential Apartment at ‘Merlin Verve’ more fully described in the **Schedule–D-1** to the Allottee herein, and by executing and registering this deed of conveyance the Owners and Promoter are conveying /transferring the “Said Unit” in favour of the Allottee.
- 4.6 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Complex, the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for the same. The details of the same if allotted are more fully described in the **Schedule–D-1**, and as per the plan annexed

hereto, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

5. Interpretations:

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective Apartment, which will also include proportionate area of the total common area.
 - 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
 - 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
 - 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
 - 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. Subject Matter of Sale/Transfer: more fully described in **Schedule-D-1**.
7. **Now this Indenture witnesses:**
- 7.1 **Transfer:**
- 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owners and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule D-1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferors

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

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

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

7.2. **Covenants of the Allottee:**

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

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

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

7.3 **Covenants and Rights of Transferors:**

7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as

mentioned in **Schedule –D-1**.

- 7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.
- 7.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the KMC.

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

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex 'Merlin Verve', 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 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 6026.155 sq.mt. equivalent to 90 Cottahs 1 Chittak 20 sq.ft. be a little more or less being Premises No. 233, B. L. Saha Road, Police Station Behala, Kolkata – 700053, under Ward No. 116 of Kolkata Municipal Corporation and butted and bounded in the manner following that is to say:

ON THE NORTH : By Premises Nos. 532, 535, 53A, 174/22 and 103/14, B. L. Saha Road, Kolkata;

ON THE SOUTH : By Premises Nos.177/6, 177B, 177 and 232, B. L. Saha Road, Kolkata;

ON THE EAST : By Premises Nos. 175, 175/A and 175/5, B. L. Saha Road,

Kolkata;

ON THE WEST : By Premises Nos. 174/17, 174/18, 174/19, 174/20 and 174/21A,
B. L. Saha Road, Kolkata

Schedule-B
[Devolution of Title]

WHEREAS:

A. That one Indu Bhusan Dey recorded owner of All That the land measuring an area of 62 Decimal in R.S. Dag No. 647 and R.S. Khatian No. 574, and measuring area 8.37 Decimal under R.S. Dag Nos. 632/1101, 633, 634/1103 and 638/1104, and R.S. Khatian No. 362, 199 and 301, in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, previously under South Suburban Municipality now under Kolkata Municipal Corporation together with the structures standing thereon and including the land of 190' in length from the public road named Basanta Lal Shah Road and measuring 23 decimals, more or less, comprised in R.S. Dag No. 638 under R.S. Khatian No.301. The said Indu Bhusan Dey out of the above mentioned properties by a deed of conveyance dated 14.03.1964 registered in the office of Sub-Registrar of Alipore, 24 Pgs (South) and recorded in Book No: I, Volume No: 24, Pages 197 to 207, Being No. 822 for the year 1964 sold transferred and conveyed All That the land measuring an area of 62 Decimal in R.S. Dag No. 647 and R.S. Khatian No. 574, and measuring area 8.37 Decimal under R.S. Dag Nos. 632/1101, 633, 634/1103 and 638/1104, and R.S. Khatian No. 362, 199 and 301, in Mouja; Italgata, J.L No. 10, Touzi No. 53, P.S.- Behala, previously under South Suburban Municipality now under Kolkata Municipal Corporation together with the structures standing thereon and including the land of 190' in length from the public road named Basanta Lal Shah Road, in favour of Nripendralal Das, Amarendra Lal Das and Ranendralal Das.

B. That Nripendralal Das, Amarendra Lal Das and Ranendralal Das become the joint owners entitled to 1/3rd undivided share each in All that the land to 76 cottah 3 chittak 26 sq. including the land for ingress and egress from B.L. Saha Road.

C. The above land was recorded in the Kolkata Municipal Corporation in the Holding nos: 233 and 234, B.L. Saha Road, Kolkata under ward no 116, Borough No. 13, and also in R.S. Khatian Nos: 362, 199, 301, 711, 1112, 1113, 1114 and 1115, in the records of the B.L. & L.R.O.

D. The said Amarendra Lal Das, since deceased was the owner of the 1/3rd undivided share of the above property died intestate leaving behind his son Sumitabha Das and daughters namely Krishnan Saha Choudhury and

Madhusree Nag, who become the Owner of 1/9th undivided share each as per Hindu Succession Act.

E. The said Ranendra Lal Das owner of the another 1/3rd undivided share of the above property died intestate leaving behind his wife Shefali Das, son Amlanabha Das and daughters namely Jayasree Saha, Sulalita Das and Sharmila Saha, who become the Owner of 1/15th undivided share each as per Hindu Succession Act.

F. The said Jayasree Saha by a deed of gift dated 27.12.2006, registered in the office of the District Sub-Registrar, Alipore, 24 Pgs (South) and recorded in Book No. I, Volume No. 99, pages 275 to 282, Being no 01422 for the year 2007 gifted her 1/15th share of in the above mentioned property in favour of her brother Sri Amlanabha Das. As such the said Smt Shefali Das, Amlanabha Das, Sulalita Das and Sharmila Saha, became the joint Owners in respect of 1/3rd share in the above mentioned property. Subsequently Shefali Das wife of Late Ranendralal Das died tested on 21.05.2017.

G. Shefali Das died on 21st May 2017 leaving her behind, her last Will and Testament dated 16th December 2006 (hereinafter referred to as the Said Will) surviving her, only son Sri Amlanabha Das and three daughters Smt. Jayasree Saha, Smt. Sulalita Das and Smt. Sharmila Saha, as her only heirs and legal representatives. By the Said Will, Shefali Das appointed her son Sri Amlanabha Das as her Executor of the Said Will and inter-alia bequeathed her undivided 1/15th share in the above mentioned property to her son Sri Amlanabha Das absolutely and forever. Sri Amlanabha Das as the Executor of the Said Will has filed an application for grant of probate before the 1st Civil Judge Sr. Division at Alipore, Act 39 being Probate Case No. P/L.A. 205 of 2018 in respect of the Said Will and in the said Probate case Smt. Jayasree Saha, Smt. Sulalita Das and Smt. Sharmila Saha his three sisters have given their consent for grant of probate with respect to the Said Will in favour of their brother Sri Amlanabha Das. As such Sri Amlanabha Das entitled to the 1/15th undivided share in the above mentioned property of his deceased mother Shefali Das.

H. Said Nripendra Lal Das died on 07.06.1986 after furnishing his last will and testament dated 30.05.1980, which was duly probated before the Hon'ble High Court at Calcutta and by virtue thereof Sri Arunabha Das became owner of the 1/3rd undivided share in the schedule property as the sole legal heir of Late Nripendra Lal Das.

I. The said Arunabha Das by a sale deed dated 30th day of May 2016, recorded in Book No. I, Vol. No. 1602- 2016, Pages from 163368 to 163397, Being No.160205674 in the year 2016 registered at DSR Alipore, South 24 Parganas sold, transferred and conveyed to Metal Wood

Industries Pvt. Ltd., ALL THAT the land measuring area of 41.69 decimals, more or less comprised in R.S. Dag Nos. 616, 617, 618, 633, 647, 648, 632/1101, 634/1103 & 638/1104 under R.S. Khatian No.199, 301, 362, 574, 711 & 1112 at Mouza-Italghata, J.L.No.10, Municipal Premises No. 233 & 234 B. L. Saha Road, under Ward No.116, Kolkata.

J. The said Indu Bhushan Dey, by sale deed dated 31st day of July 1959, recorded in Book No. I, Vol. No. 129, Pages from 9 to 17, Being No.6994 in the year 1959 registered at ADSR Alipore, South 24 Parganas sold, transferred and conveyed to Metal Wood Industries Pvt. Ltd., ALL THAT the land measuring area of 23 decimals, more or less, in R.S. Dag No. 638 under R.S. Khatian No.301 at Mouza- Italghata, J.L.No.10, P.S-Behala KMC premises No.235, B. L. Saha Road, Kolkata.

K. After purchasing said land Metal Wood Industries Pvt. Ltd., became the absolute owner measuring area of 64.69 decimals, more or less, comprised in R.S. Dag No. 638 under R.S. Khatian No.301 and R.S. Dag Nos. 616,617,618,633,647,648,632/1101, 634/1103 & 638/1104 under R.S. Khatian No.199, 301, 362, 574, 711 & 1112 at Mouza- Italghata, J.L.No.10, P.S-Behala, being Municipal Premises NO. 233 B. L.Saha Road, Kolkata, Ward No.116.

L. By deed of exchange executed by and between Sri Sumitabha Das and others co-owners of premise no. 233 and 243, B L Saha Road and Metal Wood Industries Private Limited, Owner of 235, B L Saha Road each party have exchanged land measuring 8 chittak 7 sq. ft. equivalent to 367 sq. ft. between themselves for amalgamation of premises Nos. 233, 234 and 235 B.L. Saha Road.

M. Subsequently by an order of The Kolkata Municipal Corporation the aforesaid premises nos. 233, 234 & 235, B.L. Saha Road amalgamated into a single premises i.e. 233, B. L. Saha Road, Kolkata Ward No.116 within the District South 24 Parganas comprising of 90 cottah 1 chittak 20 sq. equivalent to 149 decimal more or less found on survey.

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

Sri Sumitabha Das, Smt. Krishna Saha Chowdhury and Smt. Madhusree Nag son & daughter of Late Amarendra Lal Das and Shefali Das, since deceased, Sri Amlanabha Das, Smt. Sulalita Das and Smt. Sharmila Saha wife, son & daughters of Late Ranendra Lal Das being owners of 2/3 share of Land of Premises No. 233 & 234, B. L. Saha Road, Kolkata – 700 053 entered into an agreement on 13.05.2013 for development of their share of

land and same been duly registered at the office of the Additional Registrar of Assurance-I, Kolkata, recorded in Book No. I, CD Volume No. 9, Pages from 9076 to 9106, being no. 04728 for the year 2013 and also executed a Power of Attorney dated 13.05.2013 duly registered at the office of the Additional Registrar of Assurance-III, Kolkata, recorded in Book No. IV, CD Volume No. 5, Pages from 7432 to 7446, being no. 03355 for the year 2013, in favour of the Promoter for undertaking such development.

Subsequent to demise of Shefali Das wife of Late Ranendra La Das, Sri Sumitabha Das, Smt. Krishna Saha Chowdhury and Smt. Madhusree Nag son & daughters of Late Amarendra Lal Das and Smt. Jayashree Saha (as confirming party), Sri Amlanabha Das, Smt. Sulalita Das and Smt. Sharmila Saha son & daughters of Late Ranendra Lal Das entered into a Supplementary Agreement on 9th August 2018 for development of their share of land in the amalgamated Premises No. 233, B. L. Saha Road, Kolkata – 70 053 and the said Supplementary Agreement duly registered at the Office of the District Sub-Registrar-II, South 24 Pargans and recorded in Book No. I, Vol. No.1602-2018, Page from 289739 to 289768, being No. 160208624 for the year 2018 and also executed a fresh Power of Attorney in dated 10.08.2018 duly registered at the office of the District Sub-Registrar-II, South 24 Pargans and recorded in Book No. I, Vol. No.1602-2018, Page from 298432 to 289456, being No. 160208927 for the year 2018, in favour of the Promoter for undertaking such development.

M/s Metal Wood Industries Pvt. Ltd, entered into a Development Agreement dated 22.12.2017, on proportionate net revenue sharing basis, and same been duly registered at the office of the District Sub Registrar-II, South 24 Parganas, recorded in Book No. I, Volume No. 1602-2017, Pages from 364348 to 364394, being no.160211915 for the year 2017 in respect of development of its share of property in the said premises and also executed a Registered Power of Attorney dated 10.01.2018 duly registered at the office of the District Sub Registrar-II, South 24 Parganas, recorded in Book No. I, Volume No. 1602-2018, Pages from 18967 to 18988, being no. 160200442 for the year 2018, in favour of the Promoter for undertaking such development.

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

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for construction of Residential Housing Complex with some commercial areas, at Premises No. 233, B. L. Saha Road, Police Station Behala, Kolkata – 700053, vide Building Permit No. 2017130155 dated 07.11.2017. Subsequently KMC has revised the said sanction plan vide Building Permit No. _____ dated _____. The Promoter on the basis of above mentioned plan and revised sanction plan, has completed construction of the Residential Housing Complex ‘Merlin Verve’ and KMC has granted completion certificate bearing No..... dated.....

SCHEDULE – C
(Residential Complex)

All that the newly constructed Residential Housing Complex ‘Merlin Verve’, comprising of Two Towers/Blocks, each blocks consist of Basement + Ground + 12 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 233, B. L. Saha Road, Kolkata – 700053.

SCHEDULE – D
(Sale Agreement)

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

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

ALL THAT the Residential Apartment being No. _____, Block _____, on the _____ Floor, measuring _____ Carpet Area sq. ft. (excluding balcony/exclusive open terrace) more or less and _____sq. ft. Built-up Area more or less with facility to park _____ medium size road worthy passenger car, in the allotted _____ car parking space, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule – F**, in ‘Merlin Verve’ at Premises No. 233, B. L. Saha Road, Kolkata – 700053.

SCHEDULE - E
(Consideration)

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

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(Rupees) only.

SCHEDULE - F
(Common Areas for Apartment Owners)

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

Water and Plumbing: (a) Under Ground Water Reservoir, (b) Over Head Water Reservoir, (c) Water Pipes (save those inside any Flat), (d) KMC 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 maximum 5 KVA backup power to each unit (f) EPABX / Intercom system/CCTV (g) Various equipment and installations in club area such as swimming pool and it's plant, play equipment, gym equipment, air conditioners in comon ares.

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

Others: Other common area and installations and/or equipment as are provided in the New Building for common use and enjoyment.

Schedule G
(Easement & Restrictions)

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

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.

3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule – H**.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allottees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

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

1. **The Allottee shall not:**
 - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
 - 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Residential Complex and/or the said Premises.
 - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule – F**.
 - 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
 - 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.

- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.
- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.16 Affix or change the design or the place of the grills, railings, the windows or

the main door of the Apartment.

- 1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
 - 1.18 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
 - 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
 - 1.20 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in Schedule-G.
2. **The Allottee shall:**
- 2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.
 - 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
 - 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
 - 2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the

purpose of which it is meant.

- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II
(Maintenance of the Residential Complex)

1. The Promoter have constructed a Residential Complex called 'Merlin Verve' 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. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i) to discontinue the supply of electricity to the “Said Unit”.
 - ii) to disconnect the water supply
 - iii) 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 Verve’ 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 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 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 **OWNERS** at Kolkata in the presence of:

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

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

Memo of Consideration

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

(Promoter)

DRAFT

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

BETWEEN

METAL WOOD INDUSTRIES PVT. LTD. & ORS.
... OWNERS

AND

MERLIN PROJECTS LTD.
... PROMOTER

AND

.....
... ALLOTTEE

DEED OF SALE

Apartment/Unit No. ..., Block.....
'Merlin Verve'
233, B. L. Saha Road,
Kolkata – 700 053.