

1. Date:

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

3. Parties:

3.1 Owner: **RUBICON BUILDERS LLP** (PAN:AAMFR6535M), a Limited Liability Partnership Firm, formed under the LLP Act, 2008, having its Office at GB Rameswara Apartment, 19A, Sarat Bose Road, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata – 700 020, represented by its Constituted Attorney Merlin Projects Ltd. through its Authorised Signatory \_\_\_\_\_ (PAN:\_\_\_\_\_) son of \_\_\_\_\_, by occupation Service, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700 033, of the **FIRST PART**;

3.2 **Promoter: MERLIN PROJECTS LTD.**, (PAN: AACCM0505B), having its Registered Office at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, represented by its Authorized Signatory \_\_\_\_\_ (PAN: \_\_\_\_\_), son of \_\_\_\_\_, by occupation \_\_\_\_\_, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, Post Office: Tollygunge, Police Station: Charu Market, Kolkata – 700 033, 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 is the absolute and lawful owner of ALL THAT the piece and parcel of land measuring 7 (Seven) Bighas 12 (Twelve) Cottahs and 15 (Fifteen) Chittaks 42 (Forty Two) Sft. (be the same a little more or less) which includes land parcel measuring 1 (One) Cottah leasehold land of Kolkata Municipal Corporation being the amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P.S. Tiljala, Kolkata – 700 046, within the jurisdiction of KMC Ward No. 58, more fully and particularly described in **Schedule-A**, hereinafter referred to as the '*Said Premises*' and the Ownership details more fully and particularly mentioned in **Schedule-B** appearing in this deed.

4.2 Whereas the Party of 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*' by constructing a Residential Complex. The details of the Development Agreement, Power of Attorney are morefully mentioned in **Schedule-B1**.

- 4.4 The plan for development of the of the Residential Complex sanctioned by Kolkata Municipal Corporation and based on the said sanctioned Plan the Promoter has already completed construction of the Residential Complex '**Merlin X**' and Kolkata Municipal Corporation has granted Completion Certificate and the details of the sanction plan and CC are mentioned in **Schedule-B2**. The particulars of the Residential Complex '**Merlin X**' more fully mentioned in **Schedule-C**.
- 4.5 By a Sale Agreement morefully mentioned in **Schedule-D** the Owner and the Promoter have jointly sold one Residential Apartment at "**Merlin X**" more fully described in the **Schedule-D1**, 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 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-D1**, 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-D1**.

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-D1**, 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** (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.

7.2.2 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.

7.2.3 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-D1**.

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 years from the date of issue of the Completion Certificate by the Kolkata Municipal Corporation.

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 (f) Allottee fails to obtain AMC of equipments provided by the Promoter in the said Unit after expiry of initial warranty period of such equipments and (g) 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>o</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, 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 has 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 of any nature whatsoever, including with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

**SCHEDULE-A**  
**(Said Premises)**

**ALL THAT** the pieces and parcels of land measuring 7 (Seven) Bighas 12 (Twelve) Cottahs and 15 (Fifteen) Chittaks 42 (Forty Two) sq.ft. (be the same a little more or less) (out of which net usable area of the project is 9327.357 sq. mt. which includes water body also) which includes land parcel measuring 1 (One) Cottah leasehold land of Kolkata Municipal Corporation being the amalgamated Municipal Premises No.10/4A, Gobinda Chandra Khatick Road, P.S. Tiljala, Kolkata – 700 046, together with 50 years or more old, dilapidated building, sheds, dwelling units and structures standing thereon, within the limits of Kolkata Municipal Corporation Ward No. 58, which is butted and bounded in the manner as follows:

ON THE NORTH : By Premises Nos. 7/2, 7B and KMC Drain, 7C, 13, Tangra 2<sup>nd</sup> Lane and 10/3, Gobinda Chandra Khatick Road;

ON THE SOUTH : By Premises No. 11 Tangra 2<sup>nd</sup> Lane and KMC Drain, 10/4B and 10/5A, Gobinda Chandra Khatick Road;

ON THE EAST : By Municipal Road Tangra 2<sup>nd</sup> Lane;

ON THE WEST : By Municipal Road Gobinda Chandra Khatick Road.

**SCHEDULE-B**  
**(Details of Ownership of the Said Premises)**

**WHEREAS:**

A. Motijug Agencies Limited, Modern Gears Pvt. Ltd., Machine Works (International) Ltd, and Motijug Charitable Trust were the erstwhile joint owners of the following properties:

- i. Premises No. 10/4C Gobinda Chandra Khatick Road, P. S. Tiljala,

Kolkata – 700 046, containing an area measuring 10 cottahs be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1800 sft. more or less.

ii. Premises No. 10/4A Gobinda Khatick Road (formerly known as Premises No. 10/1, Tangra 2<sup>nd</sup> Lane), P. S. Tiljala, Kolkata – 700 046, containing an area measuring 5 cottahs 15 chittaks be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1100 sft. more or less.

iii. Premises No. 12, Tangra 2<sup>nd</sup> Lane), P. S. Tangra, Kolkata – 700 046, containing an area measuring 6 bigha 16 cottahs 42 sft. be a little more or less together with 34 years old and dilapidated 21 residential units of various sizes containing an area of 48981 sft. more or less.

B. The said erstwhile owners for the purpose of amalgamation of the aforesaid three premises approached the Kolkata Municipal Corporation for grant of lease in respect of the defunct/unused drain running through the aforesaid three premises. In pursuance of the said approach made by the erstwhile owners, the Kolkata Municipal Corporation by virtue of an Indenture dated 09.04.2011, duly registered at the office Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 9, Pages from 7947 to 7967, Being No. 03889 for the year 2011, has granted lease for a period of 99 (Ninety Nine) years unto and in favour of the said erstwhile owners, in respect of a strip of land measuring 721 sft equivalent to 1 cottah being a part of defunct/unused municipal drain running through the aforesaid three premises.

C. The said erstwhile owners approached Kolkata Municipal Corporation for amalgamation of the aforesaid three premises including the strip of land acquired by them under long term lease and the Asst. Assessor Collector (South) of the Assessment - Collection (South) Department of Kolkata Municipal Corporation vide its Memo being No. 258/58/A.C (S) dated 02.07.2012 has confirmed the said amalgamation of aforesaid three premises and renumbered as amalgamated premises no. 10/4A, Gobinda Khatick Road, Kolkata – 700 046.

D. The said erstwhile owners by virtue of a Deed of Sub-Lease dated 04.05.2016 duly registered at the office of Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 1901-2016, Pages from 122546 to 122573, Being No. 190103576 for the year 2016, has granted lease for a residuary period of lease of 99 (ninety nine) years in favour of the owner herein, in respect of the said strip of land measuring 721 sq. ft. equivalent to 1 cottah being a part of

defunct/unused municipal drain running through the aforesaid three premises.

- E. The said erstwhile owners by virtue of a Deed of Conveyance dated 06.03.2020 duly registered at the office of Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 1901-2020, Pages from 58154 to 58187, Being No. 190101275 for the year 2020, have sold, transferred, conveyed and assured unto and in favour of the owner herein All That the piece and parcel of land measuring 10 cottahs be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1000 sq. ft. more or less, being Municipal Premises No. 10/4C Gobinda Khatick Road, P. S. Tangra, Kolkata – 700 046, being part of amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P. S. Tangra, Kolkata – 700 046.
- F. The said erstwhile owners by virtue of a Deed of Conveyance dated 06.03.2020 duly registered at the office of Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 1901-2020, Pages from 57931 to 57964, Being No. 190101268 for the year 2020, have sold, transferred, conveyed and assured unto and in favour of the owner herein All That the piece and parcel of land measuring 5 cottahs 15 chittaks be a little more or less together with 50 years old and dilapidated units and/or structure containing an area of 1100 sq. ft. more or less, being Municipal Premises No. 10/4A Gobinda Khatick Road, P. S. Tangra, Kolkata – 700 046, being part of amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P. S. Tangra, Kolkata – 700 046.
- G. The said erstwhile owners by virtue of a Deed of Conveyance dated 06.03.2020 duly registered at the office of Additional Registrar of Assurances – 1 Kolkata, recorded in Book No. I, Volume No. 1901-2020, Pages from 58839 to 58872, Being No. 190101267 for the year 2020, have sold, transferred, conveyed and assured unto and in favour of the owner herein All That the piece and parcel of land measuring 6 Bighas 16 cottahs 42 sq. ft. be a little more or less together with 34 years old and dilapidated 21 residential units of various sizes containing an area of 48981 sq. ft. more or less, being Municipal Premises No. 12 Tangra 2<sup>nd</sup> Lane, P. S. Tangra, Kolkata – 700 046, being part of amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P. S. Tiljala, Kolkata – 700 046.
- H. By virtue of aforesaid three purchase and the said Sub-Lease, the party of the First Part became the absolute owner and well sufficiently entitled

to the aforesaid amalgamated Municipal Premises No. 10/4A, Gobinda Khatick Road, P.S. Tiljala, Kolkata – 700 046, within the limits of Kolkata Municipal Corporation Ward No. 58.

I.

**SCHEDULE-B1**  
**(Joint Development Agreement and Power of Attorney)**

The Owner and the Promoter entered into a Development Agreement duly registered at the Office of District Sub-Registrar – IV, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2020, Pages 79731 to 79766, being No. 160402087 for the year 2020 and the Owner has also a Power of Attorney 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 – IV, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2020, Pages 80836 to 80855, being No. 160402159 for the year 2020.

**SCHEDULE-B2**  
**(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. 10/4A, Gobinda Khatick Road, P.S. Tiljala, Kolkata – 700 046, vide Building Permit No. 2019070142 dated 10.02.2020. The Promoter on the basis of above mentioned plan, has completed construction of the Residential Housing Complex '**Merlin X**' and KMC has granted completion certificate bearing No. .... dated .....

**SCHEDULE-C**  
**(Residential Complex)**

All that the newly constructed Residential Housing Complex '**Merlin X**', comprising of Two Towers/Blocks, each Block consist of Basement + Ground + 24 Upper Floors, having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 10/4A, Gobinda Khatick Road, Kolkata – 700 046.

**SCHEDULE-D**  
**(Sale Agreement)**

The Owner and the Promoter have jointly entered into a Sale Agreement on \_\_\_\_\_ with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Schedule-D1**.

**SCHEDULE-D1**  
**(Subject Matter of Sale)**  
**(The Said Unit)**

**ALL THAT** the Residential Apartment being No. \_\_\_\_, Block \_\_\_\_, on the \_\_\_\_ Floor, measuring \_\_\_\_\_sq. ft. Built-up Area more or less and and corresponding Carpet Area of the apartment is \_\_\_\_\_sq. ft. more or less (excluding balcony/exclusive open terrace) 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 X**" at Premises No. 10/4A, Gobinda Khatick Road, Kolkata – 700 046.

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

Price for the Apartment as described in <b>Schedule - D1</b> , above	Rs. xxxxxxxxx
Price for the car parking space as described in <b>Schedule - D1</b> , above	Rs. xxxxxxxxx
Total:	----- Rs. xxxxxxxxx =====

(Rupees ..... ) only.

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

1. Driveway
2. Security Room
3. Entrance lobbies
4. Staircases and such other commons areas earmarked for Common use
5. Common toilets in the ground floor or in other area in the building
6. Electrical Meter rooms

7. Overhead Water Tank
8. Underground Water Reservoir
9. Staircase Overhead
10. Lift Machine Rooms
11. Lifts
12. Electrical installations
13. DG Generator sets and control panels for optimum Power Backup for common area as well as flats (subject to a maximum of 1 (one) KVA per flat).
14. Intercom
15. Water Treatment Plant
16. Deep Tube well
17. Sewerage Treatment Plant
18. Distribution pipes all around the complex
19. Drainage & sewage lines
20. Surveillance facility with CCTV on ground floor common areas
21. Firefighting system
22. Evacuation points and refuge platforms for resident's safety
23. Natural Water-Body
24. Sufficient project illumination through compound and street lighting inside the complex
25. Energy efficient LED lightning in common areas
26. Multipurpose court (Ground Level)
27. Jogging Track (Ground Level)
28. Senior Citizen Park with walking trail (Ground Level)
29. Acupressure Walkway (Ground Level)
30. Portals over walkway (Ground Level)
31. Kids Play Lawn (Ground Level)
32. Outdoor Fitness Station (Ground Level)
33. AC Entrance Lobby (Ground Level)
34. Party Lawn with BBQ zone (Podium Level)
35. AC Crèche (Podium Level)
36. Mini Theatre (Podium Level)
37. AC community hall (Podium Level)
38. AC Indoor Games Room (Podium Level)
39. Virtual Gaming Zone (Podium Level)
40. Kids Multi Activity Room (Podium Level)

41. Landscaped Garden (Podium Level)
42. Swimming Pool with changing room, locker space and toilet (24<sup>th</sup> Floor)
43. Kid's Pool(24<sup>th</sup> Floor)
44. Jacuzzi (24<sup>th</sup> Floor)
45. Cafeteria (24<sup>th</sup> Floor)
46. AC Gymnasium (24<sup>th</sup> Floor)
47. AC Lounge (24<sup>th</sup> Floor)
48. Skating Track (Roof)
49. Golf Putting (Roof)
50. Adda zone (Roof)
51. Gazebo (Roof)
52. Aroma Garden (Roof)

**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:

- a. The right of ingress to and egress from their respective Apartments over the common portion.
- b. 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.
- c. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
- d. 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**.
- e. 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.
- f. 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 Do slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.

- 1.10 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.
- 1.11 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.
- 1.12 Let out or part with possession of the allotted Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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.
- 1.17 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.18 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.19 To close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or

permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the said building.

- 1.20 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.
- 1.21 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.
- 1.22 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 Co-operate in the management and maintenance of the Residential Complex 'Merlin Regalia'.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said Apartment/unit for residential purpose only.

- 2.4 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.
- 2.5 Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the Residential Complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings / religious festivals, or any ceremonial rite that require lighting up of a fire / spraying of color / sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered / enclosed area of 'Merlin Regalia' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- 2.6 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.
- 2.7 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.8 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.

- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 Undertake all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Allottees or occupiers.

**Part-II**  
**(Maintenance of the Residential Complex)**

- a. The Promoter has constructed a Residential Complex called '**Merlin X**' as more fully mentioned in **Schedule-C**.
- b. 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.

- c. 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**.
- d. 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.

- e. 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.
- f. 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.
- g. 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)**

- a. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the Kolkata Municipal Corporation, 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.
- b. 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.
- c. 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.
- d. 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.
  - e. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas / Portion.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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)**

- a. **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.
- b. **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.

- c. **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.
- d. **Insurance:** Costs of insuring the Building and the Common Portions.
- e. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
- f. **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.
- g. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
- h. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
- i. The Allottee shall regularly and punctually make payment of the Maintenance Charges, as per clause 2.6 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 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)**

- a. 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.
- b. Upon or after the apportionment of taxes by the Kolkata Municipal Corporation, the Purchaser Allottee alone is liable and responsible to pay the Kolkata Municipal Corporation tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the Kolkata Municipal Corporation, till such time the same is done by Kolkata Municipal Corporation the Allottee shall pay taxes proportionately along with other Allottees.
- c. 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.
- d. 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.
- e. 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)**

Witness:

=====  
DATED THIS      DAY   OF      20\_\_  
=====

**BETWEEN**

**RUBICON BUILDERS LLP**  
... **OWNER**

**AND**

**MERLIN PROJECTS LTD.**  
... **PROMOTER**

**AND**

.....  
... **ALLOTTEE**

**DEED OF SALE**

Apartment/Unit No. ....  
Block.....  
'Merlin X'

10/4A, Gobinda Khatick Road,  
Kolkata – 700 046.