

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

2. Nature of document: Deed of Sale.

3. Parties:

3.1 Promoter/Owner: **MERLIN PROJECTS LTD. (CIN: U70109WB1984PLC038040)** (PAN:AACCM0505B), a Company incorporated under the Companies Act, 1956, having its registered office at, 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata -700033 and **NOBLE TREXIM PVT. LTD. (CIN: U70109WB2000PTC092497)** (PAN: AABCN5560A), a Company incorporated under the Companies Act, 1956, having its registered office at, 33A, Chandra Nath Chatterjee Street, P.O. & P.S. Bhawanipore, Kolkata -700025, (PAN:AACCM0505B), both represented by their \_\_\_\_\_, of the **FIRST PART**;

3.3 Allottee/Purchaser: **Mr.** \_\_\_\_\_  
(PAN: \_\_\_\_\_) son \_\_\_\_\_ of \_\_\_\_\_ Mr. \_\_\_\_\_  
\_\_\_\_\_, by occupation  
Service, faith Hindu, Citizen of India, residing at  
\_\_\_\_\_, P.O. \_\_\_\_\_, P. S.  
\_\_\_\_\_, Kolkata - 700 0\_\_\_\_, of the **SECOND PART**.

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

3.5 The term Promoter shall mean the Transferor.

#### 4. Background:

- 4.1 Whereas the Promoter herein are the absolute and lawful joint owners of all that the piece and parcel of land measuring 25 Cottahs, 1 Chittak and 27 Sq.ft. more or less comprised in R.S. Dag Nos. 307 and 309, Mouza Sahapur, R.S. Khatian Nos. 1385, 1386, 1741, 1742 and 1780, Mouza Sahapur, J.L. No. 8, being Municipal Premises No. 4, Jaikrishna Paul Road, Kolkata – 700 038, Police Station New Alipore (formerly Behala), under K.M.C. Ward No. 119, District 24 Parganas (South), 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 The plan for construction of a Residential Building sanctioned by Kolkata Municipal Corporation and based on the said sanctioned Plan the Promoter have completed construction of the Residential Building '**Merlin Pristine**' and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate (CC) for the project and the details of the sanction plan, revised sanction and CC are mentioned in **Schedule B-1**. The particulars of the Residential Building 'Merlin Pristine' more fully mentioned in **Schedule – C**.
- 4.3 By a Sale Agreement morefully mentioned in **Schedule-D** the Promoter have sold Residential Apartment at 'Merlin Pristine' more fully described in the **Schedule-D-1**, to the Allottee herein, and by executing and registering this deed of sale the Promoter is conveying /transferring the said Apartment in favour of the Allottee.
- 4.4 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Building, 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 Promoter (Transferor) do 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 Transferor 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 Transferor, 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 Building more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential Building, including the common facilities and amenities provided thereat.
- 7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule -H**, which shall be covenants running with the said Unit.

## 7.2. **Covenants of the Allottee:**

- 7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule - H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.
- 7.2.3 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.
- 7.2.4 Upon execution of this 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 Promoter.

## 7.3 **Covenants and Rights of Transferor:**

- 7.3.1 The Transferor confirm that the title to the Premises is marketable and free from all encumbrances and the Transferor 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 Transferor 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 Transferor 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 Building 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 Building 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 Building 'Merlin Pristine', 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 Building and/or to the said premises.

7.3.6 The Promoter shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

#### 8. **Possession:**

Simultaneously upon execution of this 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 land measuring about 25 Cottahs, 1 Chittak and 27 sq.ft. more or less, comprised in R.S. Dag Nos. 307 and 309, R.S. Khatian Nos. 1385, 1386, 1741, 1742 and 1780, Mouza Sahapur, J.L. No. 8, being Municipal Premises No. 4, Jaikrishna Paul Road, Kolkata – 700 038, Police Station New Alipore (formerly Behala), under K.M.C. Ward No. 119, District 24 Parganas (South) and butted and bounded as follows:

ON THE NORTH : Partly by premises No. 4A, Jai Krishna Paul Road and partly by a passage leading from Jai Krishna Paul Road into the Premises No. 4A, Jai Krishna Paul Road;

ON THE SOUTH : Partly by premises No. 74/11, Jai Krishna Paul Road, 63/1, S.N. Roy Road, 34/5, S.N. Banerjee Road and 34/4, S.N. Roy Road;

ON THE EAST : Partly by Jai Krishna Paul Road and partly by Premises Nos. 3, 5 & 5A, Jai Krishna Paul Road;

ON THE WEST : By Premises Nos. 67 & 68, S.N. Roy Road.

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

- A. That while seized and possessed of several properties jointly, following the death of the absolute owner Satish Chandra Sarma @ Mukhopadhyay, the owners, namely Kedar Nath Sarma @ Mukhopadhyay, Paresh Nath Sarma @ Mukhopadhyay, Rajendra Nath Sarma @ Mukhopadhyay, Durga Devi Sarma and Asoke Sarma @ Mukhopadhyay as legal heirs of Late Jagat Jyoti Sarma @ Mukhopadhyay mutually divided the various joint properties by a registered Deed of Partition dated 12<sup>th</sup> of October, 1944, which was duly registered before the Joint Sub-Registry at Alipore, Behala and recorded in Book No.I, Volume No. 12, Pages 70 to 81, Being No. 878 for the year 1944, hereinafter referred to as the said “Deed of Partition”.
- B. That in the said “Deed of Partition” also contained a plan annexed with the said Deed demarcating respective lots of the parties of the said “Deed of Partition” and accordingly, as per the said “Deed of Partition” amongst others, said Durga Devi Sarma and Asoke Sarma @ Mukhopadhyay were jointly allocated the lot No. P-4 as demarcated in colour Yellow in the plan annexed thereto.
- C. That as per the said “Deed of Partition”, amongst others said Durga Devi Sarma and Asoke Sarma @ Mukhopadhyay jointly allocated an area of Mourasi Mukarari Satta land measuring about 2 Bighas, 5 Cottahs, 10 Chittaks and 21 Sq.ft. being Plot No. 4 as shown in the plan annexed to the said deed of Partition and also 50% of an area of land measuring about 6 Cottahs and 5 Sq.ft. totalling 2 Bighas, 5 Cottahs, 13 Chittaks and 23.5 Sq.ft. situated within Dag Nos. 306 & 307, Khaitan No. 1741, Dag Nos. 309, 334, Khatian No. 1742, Dag No. 315, Khatian No. 1780, Dag Nos. 306, 307, Khatian No. 1385, Dag No. 334, Khatian No. 1380, J.L. No. 8, Mouza – Shahpur (originally recorded as Khatian No. 332, Dag Nos. 197, 198, 199 and 216), Mouza Shahpur, Police Station Behala, District 24 Parganas (South), within the Calcutta Municipal Corporation, Kolkata – 700 069, hereinafter referred to as the ‘Said Larger Property’.
- D. That the said Durga Devi Sarma died intestate on 29<sup>th</sup> December, 1993 leaving behind her only son Asoke Sarma @ Mukhopadhyay and daughter Jyotirmoyee Sharma as her legal heirs and representatives, both of them inherited 50% of their mother’s undivided share in the entire property and accordingly, said Jyotirmoyee Sarma became the owner of undivided 25% share in the “Said

Property” and said Asoke Sarma @ Mukhopadhyay became the owner of 75% undivided share in the “Said Larger Property”.

- E. That while seized and possessed of the “Said Property”, the said Durga Devi Sarma, and Dr. Asoke Sarma @ Mukhopadhyay, and/or their legal heirs, sometime in the year 1993-94, entered into an Agreement for developing 15 cottahs of land, out of the said larger property through one Sandip Sinha, and leaving the balance area of 1 Bigha, 10 cottahs, 10 chittaks and 21 sft more or less, hereinafter referred to as the ‘Said balance Property’.
- F. That however, upon physical measurement of the said balance property it was found to have a total area of 1 Bigha, 7 Cottahs and 14 Chittaks and 29 Sq.ft. be little more or less comprised in two premises nos. 4 & 4B, Jaikrishna Paul Road, out of which an area of land measuring about 25 Cottahs, 1 Chittak and 27 Sq.ft. more or less situated at premises No. 4, Jai Krishna Paul Road, Kolkata – 700 038 hereinafter referred to as the “Said Property” and an area of land measuring about 2 Cottahs, 12 Chittaks and 44 Sq.ft. more or less situated at premises No. 4B, Jai Krishna Paul Road, which have been duly mutated in the record of the BL&LRO and also in Kolkata Municipal Corporation.
- G. That one of the co-owners in respect of the “Said Property”, namely Jyotirmoyee Sarma died on 16<sup>th</sup> July, 1996 after executing her last Will and Testament dated 25.08.1994 inter alia bequeathing her undivided 25% share in the “Said Property” in favour of Dr. Asoke Sarma, Smt. Banani Sarma, Miss Aparajita Sarma and Dr. Jaydeep Sarma.
- H. That the Executor named in the aforesaid Will have duly applied and obtained the probate of the same on 23.09.1998 from the Hon’ble High Court at Calcutta being P.L.A. No. 47 of 1998 and accordingly, the undivided share of said Jyotirmoyee Sarma devolved upon the aforesaid Legatees/Beneficiaries.
- I. That subsequently one of the co-owners, namely Dr. Asoke Sarma died intestate on 24<sup>th</sup> April, 2005 at United Kingdom, leaving behind him surviving his widow, Smt. Banani Sarma, one daughter Miss Aparajita Sarma and one son Dr. Jaydeep Sarma as his legal heirs and representatives who thus jointly became the absolute Owners, each having 1/3<sup>rd</sup> undivided share in respect of the “Said Property”.
- J. That after becoming the Owners in respect of the “Said Property”, said Smt. Banani Sarma, Miss Aparajita Sarma and Dr. Jaydeep Sarma entered into a Memorandum of Understanding dated 25.02.2008 and 16.02.2009 with M/s. Merlin Projects Ltd. being one of the Co-owner herein, hereinafter referred to as the said MOUs, for undertaking development of the “Said Property” as well as settlement with an existing tenant/occupier, namely Mr. Swapan Paul and the



erstwhile Owners have also granted a registered Power of Attorney on 12.03.2018 in favour of the representative of Merlin Projects Ltd.

- L. That in terms of the said MOUs and Power of Attorney, Merlin Projects Ltd., has duly obtained all necessary permissions, clearances and approvals on behalf of the erstwhile Owners from the respective Statutory Authorities including a plan of the proposed building to be constructed therein from the Kolkata Municipal Corporation in respect of the said Property.
- M. That in view of inordinately delay in obtaining the necessary permissions, clearances and approvals from the respective Statutory Authorities, vacating the existing tenant/occupier, and anticipating further delay in commencement and completion of the development work on the “Said Property”, the erstwhile Owners expressed their intention to cancel the said MOUs with an intention to sell the “Said Property” on outright basis.
- O. That considering the time and efforts given by the Merlin Projects Ltd. for getting all clearances, approvals and permissions and on the basis of the subsequent negotiation the said erstwhile Owners with Merlin Project Ltd., have agreed to sell the “Said Property” on as is where is basis including the benefit of the plan sanctioned by the Kolkata Municipal Corporation, to the Owners herein.
- P. By a Sale Deed dated 14.3.2019 the said Smt. Banani Sarma, Miss Aparajita Sarma and Dr. Jaydeep Sarma, sold, transferred, conveyed assured unto and in favour Merlin Projects Ltd. (70% undivided share) & Noble Trexim Pvt. Ltd. (30% undivided share) the said Property., The said Sale Deed was duly registered at the office of the District Sub-Registrar-II, South 24 Parganas, recorded in Book No. I, Volume No. 1602-2019, Pages from 79461 to 79497, being No. 160202232 for the year 2019. By virtue of the aforesaid purchase the Owners herein became the absolute joint owners of the said Property.

#### **SCHEDULE – B-1**

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

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for construction of Ground + 11 Upper floors Residential Building, at Premises No. 4, Jaikrishna Paul Road, P.S.: New Alipore, Kolkata – 700 038, vide Building Permit No. **2018130107** dated 01.09.2018. The Promoter on the basis of above mentioned plan, has completed construction of the Residential Building '*Merlin Pristine*' and KMC has granted completion certificate bearing No..... dated.....

**SCHEDULE - C  
(Residential Building)**

All that the newly constructed Residential Building of Ground + 11 Upper Floors, namely '**Merlin Pristine**', having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 4, Jaikrishna Paul Road, P.S.: New Alipore, Kolkata – 700 038.

**SCHEDULE - D  
(Sale Agreement)**

The Promoter has 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. \_\_\_\_, 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 Pristine**' at Premises No. 4, Jaikrishna Paul Road, P.S.: New Alipore, Kolkata – 700 038.

**SCHEDULE - E  
(Consideration)**

Price for the said Unit as described  
in **Schedule - D-1**, above

Rs. xxxxxxxxx

Price for car parking as described  
in **Schedule - D-1**, above

Rs. xxxxxxxxx

Total:

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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
14. Intercom
15. Water Treatment Plant
16. Deep Tube well
17. Septic Tank
18. Distribution pipes all around the Building
19. Drainage & sewage lines
20. AC community hall
21. Swimming Pool with deck
22. Surveillance facility with CCTV on ground floor common areas
23. Firefighting system
24. Evacuation points and refuge platforms for resident's safety
25. AC Indoor Games Room/Gymnasium
27. Children play area on the roof

**Schedule G**  
**(Easement & Restrictions)**

All Apartment owners/occupants of the said Residential Building including the 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 Building and/or the said Premises.
  - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Building, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule - F**.
  - 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
  - 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.

- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.
- 1.9 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Building, 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 Building.
- 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 Building 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 Building, the said Premises and/ or the Common Areas/Portions.
  - 1.18 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
  - 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
  - 1.20 Restrict any of the other owners/occupiers of the said Building or Residential Building 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 Building and the said Premises within 7 (seven) days of being called upon to do so.
  - 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
  - 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
  - 2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.

- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Building 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 Building, 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 Transferor and/or those that by the Association upon its formation.

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

1. The Promoter has constructed a Residential Building called 'Merlin Pristine' as more fully mentioned in **Schedule - C**.
2. Upon formation of the Association or Body for the occupants/owners of the said Residential Building, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Building at the behest of the Transferor for the maintenance and management of the Common Portions more fully described in **Schedule -F**.
4. The Transferor 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 Building.

### **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 Transferor 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 Building 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 Building.
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 Building.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:**
  - 8.1 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. 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 Pristine' 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 Building.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.
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  
**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)**

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

BETWEEN

MERLIN PROJECTS LTD. & ANR.  
... PROMOTER

AND

.....  
... ALLOTTEE

**DEED OF SALE**

Apartment/Unit No. ....,  
'Merlin Pristine'  
4, Jaikrishna Paul Road  
Kolkata – 700 038.

pristine/con/