

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

2. Nature of document: Deed of Sale.

3. Parties:

3.1 Promoter/Owner: **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 **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 is the owner the all that the piece and parcel of land measuring 3.1863 Acres more or less lying and situate at Premises No. 147, R. N. Guha Road, within ward no. 9 of the South Dum Dum Municipality, P.S. Dum Dum, Kolkata - 700 028, comprised in Dag Nos. 1509, 1514, 1515, 1516, 1517, 1518, 1519, 1516/1615, 1520, 1521, 1522 & 1523 under Mouja: Dighla, J.L. No. 18, under Khatian Nos. 173, 173/1, 481 & 513, 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 development of the Housing Complex sanctioned by South Dum Dum Municipality and based on the said sanctioned Plan the Promoter has completed construction of the Residential Complex 'Merlin Urvan' and the South Dum Dum Municipality (SDM) 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 Complex 'Merlin Urvan' 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 Urvan' 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 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 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 Complex more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential Complex, including the common facilities and amenities provided thereat.

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

**7.2. Covenants of the Allottee:**

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

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

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

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

**8. Possession:**

Simultaneously upon execution of this deed of sale, the Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

**SCHEDULE - A  
(Said Premises)**

**ALL THAT** the piece and parcel of land measuring about 3.1863 Acres more or less lying and situate at Premises No. 147, R. N. Guha Road, within ward no. 9 of the South Dum Dum Municipality, P.S. Dum Dum, Kolkata - 700 028, in Dag Nos. 1509, 1514, 1515, 1516, 1516/1615, 1517, 1518, 1519, 1520, 1521, 1522 & 1523 under Mouja: Dighla, J.L. No. 18, under Khatian Nos. 173, 173/1, 481 & 513 together with the structures and the thereon, butted and bounded in the manner as follows :

ON THE NORTH : By Masjid Gate, Bharati Sangha;

ON THE EAST : By 327, R. N. Guha Road, (Heros Company);

ON THE SOUTH : By R. N. Guha Road;

ON THE WEST : By Badhan Nagar colony.

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

- A) That one Durlav Chandra Sett, since deceased during his lifetime absolutely owned/possessed and/or was well and sufficiently entitled to all that the Property measuring 2.3981 acres consisting of Bastu Land and Pond in Dag Nos. 1521,1522 & 1523 (1.9250 Acres in Dag no. 1522, 0.2544 Acre in Dag no. 1523 and 0.2187 Acre in Dag no. 1521) under Khatian nos. 173 & 173/1, Mouja Dighla, J.L. No. 18, R.S. No. 161, Touji No.173, P.S.-Dumdum, Dist- 24 Parganas, being Municipal premises No. 134 (old) and 166 (new), R.N. Guha Road, Dum Dum.
- B) Upon the death of the said Durlav Chandra Sett his legal heirs namely Smt. Satya Bhasini Dasi, widow of Durlav Chandra Sett and only son Sri Bir Narayan Sett inherited all that the immovable property of the said Durlav Chandra Sett including the said Entire Property measuring 2.3981 acres consisting of Bastu Land and Pond in Dag Nos. 1521,1522 & 1523 under Khatian Nos. 173 & 173/1, Mouja Dighla, J.L. No. 18, R.S. No. 161, Touji No.173, P.S.-Dumdum, Dist- 24 Parganas being Municipal premises No. 134 (old) and 166 (new), R.N. Guha Road, Dum Dum.
- C) That by an Indenture of Conveyance dated the 17<sup>th</sup> day of August, 1949, duly Registered in Book No. I, Volume No.48, Pages 96 to 101, being No.3207 for the year 1949 at the Cossipore Dum Dum Sub Registry Office, the said Smt. Satya Bhasini Dassi, sole widow of Late Durlav Chandra Sett and Bir Narayan Sett only son of the said Durlav Chandra Sett jointly sold, transferred and conveyed all that the Entire Property measuring 2.3981 acres consisting of Bastu Land and Pond in Dag Nos. 1521,1522 & 1523 under Khatian Nos. 173 & 173/1 Mouja Dighla, J.L. No. 18, R.S. No. 161, Touji No.173, P.S.-Dumdum, Dist- 24 Parganas, being Municipal premises No. 134 (old) and 166 (new), R.N. Guha Road, Dum Dum in favour one Asoke Kumar Sarkar son of Late Babu Prafulla Kumar Sarkar.
- D) One Krishnakali Mallick was also seized and possessed of and the absolute owner of the Entire Property consisting of Bastu land, Danga, Sali Land, Pond, Side of pond, Road measuring altogether 0.7862 Acre comprised in Dag Nos. 1509, 1514,1515,1516,1517,1518,1519,1520 & 1516/1615 ( 0.2331 Acr in Dag No. 1509, 0.1294 Acr in Dag No. 1514, 0.1275 Acr in Dag No. 1515, 0.0969 Acr in Dag No. 1516, 0.0494 Acr in Dag No. 1517, 0.0244 Acr in Dag No. 1518, 0.0806 Acr in Dag No. 1519, 0.0244 Acr in Dag No. 1520, 0.0225 Acr in Dag No. 1516/1615) under Khatian Nos. 481 and 513, Mouja: Dhigla, J.L. No. 18, R.S. No. 161, Touji No.173, P.S.-Dumdum, Dist- 24 Parganas, being Municipal premises No. 135 (old) and 167 (new), R.N. Guha Road, Dum Dum.

- E) By an Indenture of Conveyance dated the 17<sup>th</sup> day of August 1949, duly registered in Book No. I, Volume No.47, Pages 95 to 100, being No.3208 for the year 1949 at the Cossipore Dum Dum Sub-Registry Office the said Krishna Kali Mallick, son of Anath Priya Mallick sold, transferred and conveyed the said Entire Property altogether measuring 0.7862 Acre comprised in Dag Nos. 1509, 1514, 1515, 1516, 1517, 1518, 1519, 1520 & 1516/1615 (0.2331 Acr in Dag No. 1509, 0.1294 Acr in Dag No. 1514, 0.1275 Acr in Dag No. 1515, 0.0969 Acr in Dag No. 1516, 0.0494 Acr in Dag No. 1517, 0.0244 Acr in Dag No. 1518, 0.0806 Acr in Dag No. 1519, 0.0244 Acr in Dag No. 1520, 0.0225 Acr in Dag No. 1516/1615) under Khatian Nos. 481 and 513, Mouja: Dhigla, J.L. No. 18, R.S. No. 161, Touji No.173, P.S.-Dumdum, Dist- 24 Parganas, being Municipal premises No. 135 (old) and 167 (new), R.N. Guha Road, Dum Dum in favour of Sri Asoke Kumar Sarkar son of Late Babu Prafulla Kumar Sarkar..
- F) In the events as recited hereinabove the said Ashoke Kumar Sarkar thus became entitled to FIRSTLY ALL THAT the Municipal Premises No. 134(Old) and 166 (new) R.N. Guha Road, Dum Dum, Kolkata - 700 028 containing by estimation an area of 2.3981 acres AND SECONDLY ALL THAT the Municipal Premises No. 135(Old) and 167 (new) R.N. Guha Road, Dum Dum, Kolkata - 700 028 containing by estimation an area of 0.7862 acres.
- G) The amount of consideration paid by the said Asoke Kumar Sarkar for the purchase of the Entire Property under Deed No. 3207 and 3208 both for the year 1949 and both dated 17<sup>th</sup> August, 1949 was originally and/or actually belonged to Ananda Bazar Patrika Limited, a company with limited liability, and consequently the said Asoke Kumar Sarkar executed a Deed of Declaration dated 20<sup>th</sup> December 1949 registered at Cossipore Sub-Registry office, Dum Dum and recorded in Book No. I, Volume No. 68, Pages 127 to 131, Being no. 4532 for the year 1949, in respect of Conveyance Deed No. 3207 and by another deed of Declaration dated 20<sup>th</sup> December 1949 registered at Cossipore Sub-Registry office, DumDum and recorded in Book No. I, Volume No. 65, Pages 180 to 184, Being no. 4533 for the year 1949, in respect of conveyance deed no 3208 of 1949 by virtue of the aforesaid declarations the said Asoke Kumar Sarkar granted, transferred and released all his right, title interest in respect of the Entire Property purchased under above mentioned conveyance deeds for the use of the said Ananda Bazar Partika Limited, their successor, successor-in-interest and/or assign.



- H) Thus the said Ananda Bazar Patrika Limited became the absolute owner of the property measuring 3.1863 Acres in various Dag and Khatian Nos., under Mouja: Dhigla, J.L. No. 18, R.S. No. 161, Touji No.173, P.S.- Dumdum, Dist- 24 Parganas, being Municipal premises Nos.134 (old) 166 (new) and 135 (old) 167 (new), R.N. Guha Road, Dum Dum.
- I) The said Ananda Bazaar Patrika Limited, as the Owner has been in continuous uninterrupted possession of the said total land since the year 1949 and got their name mutated in the records of B.L. and L.R.O.
- J) The said Ananda Bazaar Patrika Limited, the Owner herein has also got their name mutated in the records of South Dum Dum Municipality and the premises were renumbered as 147 and 264, R.N. Guha Road, Kolkata-700028 and on an application made by the Owner, both the premises 147 and 264, R.N. Guha Road, Kolkata-700028 amalgamated and numbered as premises no. 147, R.N. Guha Road, Kolkata-700028 under Ward No. 9, Circle No. II of South Dum Dum Municipality.
- K) The name of Ananda Bazar Patrika was later on changed to ABP Limited and a fresh certificate of incorporation was granted by the Registrar of Companies.
- L) The name of ABP Limited was subsequently changed to ABP Pvt Ltd and a fresh certificate of incorporation was granted by the Registrar of Companies.
- M) Due to an incident of fire in the office of the erstwhile owner, sometime in the year 1999, number of records, title deeds and documents related to the said property were destroyed, as such, the said erstwhile owner has procured certified copies of the title documents and have supplied the same to the Party of the First Part herein.
- N) By an Agreement for Sale dated 2<sup>nd</sup> April 2012 and made between ABP Pvt Ltd therein referred to as the Vendor of the One Part and Merlin Projects Limited, the Owner/Vendor herein therein referred to as the Purchaser of the Other Part and registered at the office of the A.D.S.R. Cossipore Dum Dum in Book No. I CD Volume No.8 Pages 1775 to 1793 Being No. 03327 for the year 2012 the said ABP Pvt Ltd for the consideration therein mentioned sold transferred and conveyed the entirety of the said Premises, free from all encumbrances and charges and in a vacant condition in favour of the Owner/Vendor herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the SALE AGREEMENT).

O) Subsequent to execution of the said Sale Agreement by a registered Deed of Conveyance dated 27.03.2014 and registered at the office of ADSR Cossipore Dum Dum, recorded in Book No. I, CD Volume No.8, Pages 4143 to 4163 Being No.03241 for the year 2014, the said ABP Pvt. Ltd. sold transferred and conveyed the entirety of the said Premises unto and in favour of the Owner/Vendor herein.

**SCHEDULE – B-1**  
**(Building Plan, Revised Sanction Plan and Completion Certificate)**

The South Dum Dum Municipality (SDM) vide sanction being No. 694 dated 12.02.2019 has provisionally sanctioned a plan for construction of Residential Housing Complex consisting of 4 towers/blocks which includes some commercial areas located on the ground and first floor of Block No. 1, at Premises No. 147, R. N. Guha Road, P.S. Dum Dum, Kolkata - 700 028. The Promoter on the basis of above mentioned plan, has completed construction of the Residential Housing Complex 'Merlin Urvan' and SDM has granted completion certificate bearing No..... dated.....

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

All that the newly constructed Residential Housing Complex 'Merlin Urvan', comprising of Four Towers/Blocks, Tower/Block No. 1, 2 & 4 each consist of two Basement + Ground + 13 Upper Floors and Tower/Block No. 3 consists of Ground + 13 Upper Floors, having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 147, R. N. Guha Road, P.S. Dum Dum, Kolkata - 700 028.

**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. \_\_\_\_, 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 Urvan' at Premises No. 147, R. N. Guha Road, P.S. Dum Dum, Kolkata - 700 028.

**SCHEDULE - E  
(Consideration)**

Price for the said Unit as described in <b>Schedule - D-1</b> , above	Rs. xxxxxxxxx
Price for car parking as described in <b>Schedule - D-1</b> , above	Rs. xxxxxxxxx
Total:	----- Rs. xxxxxxxxx =====

(Rupees ..... ) only.

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

1. Driveway
2. Security Room
3. Entrance lobby
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. Water Reservoir
9. Staircase Overhead
10. Lift Machine Room
11. Lifts
12. Electrical installations
13. DG Generator sets and control panels for Power Backup for common area as well as flats (subject to a maximum of 5 KVA per flat).
14. EPABX with Video door phone facility
15. Water Treatment Plant
16. Deep Tube well
17. Sewerage Treatment Plant
18. Distribution pipes all around the complex
19. Drainage & sewage line.
20. AC community hall.
21. Swimming Pool with deck & Changing Room.

22. Surveillance facility with CCTV on ground floor common areas
23. Firefighting system
24. Evacuation points and refuge platforms for resident's safety
25. Two Natural Water-Body
26. Fishing Deck
27. Party Lawn with BBQ
28. Senior Citizen Zone
29. Multipurpose Sport Court / Tennis Court
30. Jogging Track
31. Practice Cricket Pitch
32. AC Resident's Club
33. AC Indoor Games Room
34. AC Gymnasium
35. Health Club
36. Sufficient project illumination through compound and street lighting inside the complex
37. Energy efficient LED lightning in common areas
38. And other area as may be provided and specified during or on completion of the project.

**Schedule G  
(Easement & Restrictions)**

All Apartment owners/occupants of the said Residential Complex 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 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 Transferor and/or those that by the Association upon its formation.

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

1. The Promoter has constructed a Residential Complex called 'Merlin Urvan' 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 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 Complex.

**Part-III  
(Management & Maintenance)**

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the SDM, 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 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 Urvan' 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 SDM, the Purchaser Allottee alone is liable and responsible to pay the SDM tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the SDM, till such time the same is done by SDM the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for

and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.

4. The liability of the Allottee of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.
9. **Execution and delivery:**

**IN WITNESS WHEREOF** the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the  
**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.  
... PROMOTER

AND

.....  
... ALLOTTEE

**DEED OF SALE**

Apartment/Unit No. ....  
Block.....  
'Merlin Urvan'  
[9A, Bechulal Road,](#)  
[Kolkata - 700 014/147, R N](#)  
[Guha Road](#)  
[Kolkata - 700 028.](#)

Urvan/con/