

1. Date:

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

3. Parties:

3.1 Owner: **INTREGAL DISTRIBUTORS PRIVATE LIMITED** (PAN:AABCI2004G), a company incorporated under the Companies Act, 1956, having its Registered Office at 22, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700 033, represented by its Authorised 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, hereinafter referred to as the "**Owner**" 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 67 Cottahs (be the same a little more or less) equivalent to 111 decimals comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84 under Mouza : Dakshin Behala, J.L. No. 16, being Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata – 700 061, within the jurisdiction of KMC Ward No. 127, more fully and particularly described in **Schedule-A**, hereinafter referred to as the "said premises" and the Ownership detail more fully and particularly mentioned in **Schedule-B** appearing in this deed.

4.2 Whereas the Second Party herein is a Promoter engaged in the development of real estate, properties in Kolkata.

4.3 The Owner has entered a Joint Development Agreement with the Promoter and granted Power of Attorney for development of the 'said Premises' 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 Next**' 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 Next**' 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 Next**" 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 year from the date of Completion Certificate, issued 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 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^o 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 piece and parcel of land measuring 67 Cottahs (be the same a little more or less) equivalent to 111 decimals (out of which net usable area of the project is 63 Cottahs, which includes a water body also) comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84 under Mouza : Dakshin Behala, J.L. No. 16, being Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata – 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation, which is butted and bounded in the manner as follows:

On the North : By Ho-Chi-Minh Sarani;
On the South : By Plot of Land comprised in Dag No. 85;
On The West : By Plot of Land comprised in Dag No. 72, 298, 295 & 296;
On The East : By Patton Factory.

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

WHEREAS by virtue of three separate registered Deed of Conveyances all registered at the office of District Sub-Registrar, Alipore, details whereof given herein below, one Janab Hasani Kurban Hussain and Tarini Gupta Chaudhuri jointly purchased All That the piece and parcel of land measuring 67.13 cottahs or 111 decimals comprised in R.S. Dag Nos. - 67, 68, 69, 70, 71 and 84 under Khatian Nos. - 129,135, 281, 284 and 16, present Khatian Nos. - 504,143, 505, 6 and 514, Mouza - Dakshin Behala, J.L. No. - 16, Touzi No. - 351, within the limits of P.S. - Behala, South Suburban Municipality, District - the then 24 Parganas, (hereinafter referred to as the 'Said Property') as follows:

Vendor's Name	Deed No./Year	Dated	Land Area in Decimals
Amullya Dhone Ghose, Amar Kumar Ghose, Samar Kumar Ghose, Dilip Kumar Ghose (Minor), Ranjit Kumar Ghose (Minor), Partha Sarathi Ghose (Minor)	I-1874 for the year 1957	17.05.1957	83

and Smt. Provabati Dasi			
Pachucharan Das	I-5876 for the year 1957	13.07.1957	18
Smt. Pushpalata Ghosh	I-7751 for the year 1957	21.09.1957	10
Total Land Area in Decimals			111

AND WHEREAS the '*Said Property*' was recorded as premises no. 152, Biren Roy Road, Calcutta in the records of the then Corporation of Calcutta and thereafter it has changed to and presently it is known as 328, Ho-Chi-Minh Sarani, Kolkata - 700061 in the records of the Kolkata Municipal Corporation.

AND WHEREAS by an Agreement of Partnership the said Tarini Gupta Chaudhuri along with his two sons namely Pinaki Chaudhuri and Partha Sarthi Chaudhuri, therein jointly referred to as First Group of Partners and Mulla Kurban Hussain Husanally along with Salehbhoy Essufally, Mohammed Hussain Mulla, Kurban Hussian Hasani Mulla Kurban Hussain, Fakhruddin Salebhoy, Zakkiuddin Salehbhoy, Moshinbhoy Yusufalli Massalla and Mohmmad Hussain Fida Hussain Surti, therein jointly referred to as Second Group of Partners, the parties therein formed a Partnership and have agreed to carry on business as co-partners under the name and style of "Precision Engineering Works" having its office at 22, Brabourne Road Kolkata and factory situated at the '*Said Property*' recorded in the names of Mulla Kurban Hussain Husanally and Tarini Gupta Chaudhuri. It was agreed between the parties that the said property shall stand vested in the said partnership and each group of partners shall be entitled to have half share in all the properties and assets under the said Partnership including the '*Said Property*'.

AND WHEREAS on 15.05.1959 it was agreed between the two group of partners, that the partnership business would be dissolved and the outgoing partners namely Hussain Ali and others would be entitled to receive a sum of Rs.1,68,000/- (Rupees One Lakh Sixty Eight Thousand only) as full and final settlement as their share of profit in the partnership which included the share of the '*Said Property*' and all other assets. The settlement amount excluded the liabilities of the partnership which the Continuing Partners agreed to bear on behalf of the Outgoing Partners therein. This understanding was subsequently recorded by an Indenture dated 20.05.1959 executed by and between the parties.

AND WHEREAS in terms of tire said Indenture dated the 20.05.1959 and in order to secure the settlement amount i.e. a sum of Rs.1,68,000/- (Rupees One Lakh Sixty Eight Thousand only) under the dissolution of the said partnership, the said Tarini Gupta Choudhuri therein executed an English Mortgage dated the 20.05.1959 and registered the same at the

office of Joint Sub-Registrar, Alipore in Book No. 1, Volume No. 23, pages 171 to 186, Being No. 1565 for the year 1959, in respect of the undivided 1/2 share of the Said Property in favour of Mulla Kurban Hussain Husanally.

AND WHEREAS the said Tarini Gupta Choudhuri thereafter took a loan from one P. B. Shah alias Pitamber Bhaichand Shah alias Chunilal Shah in order to pay the aforesaid settlement amount.

AND WHEREAS the said settlement amount with interest was duly paid by Tarini Gupta Choudhuri to Mulla Kurban Hussain Husanally on 29th June, 1961 but no Released Deed of Conveyance was executed or registered.

AND WHEREAS the loan from P.B. Shah accumulated to huge sum with accrued interest thereon. The said Tarini Gupta Choudhuri failed to repay the said Loan and interest to said P.B. Shah even after a considerable period of time. Thus the said P. B. Shah alias Chunilal Shah instituted various Suits before the Hon'ble High Court at Calcutta being Suit Nos. - 1067 of 1963, 2161 of 1963, 2024 of 1964 against the said Tarim Gupta Choudhuri to recover the loan amount.

AND WHEREAS after hearing the aforesaid Suits the Hon'ble High Court at Calcutta referred the dispute between the parties to the Arbitrator and during the Arbitration Proceedings, a terms of settlement was filled by the parties before the Learned Arbitrator and an award was passed accordingly, on which the decree also followed.

AND WHEREAS the said Tarini Gupta Choudhuri in terms of the said decree, failed to pay the entire dues to the said P. B. Shah and thus the aforesaid decree was put into execution and the execution application was transferred to the Learned 7th Court of Subordinates Judge, Alipore and was numbered as Money Execution case no. 17 of 1967.

AND WHEREAS in execution of the order passed by the said Learned 7th Court of Subordinates Judge, Alipore in the said Money Execution Case No. 17 of 1967, the Learned Court directed to auction the Said Entire Property i.e. All that the '*Said Property*'.

AND WHEREAS during the pendency of the said proceedings it came to the knowledge of the said P. B. Shah alias Chunilal Shah that the said Tarini Gupta Choudhuri mortgaged the Said Property in favour of The United Bank of India Ltd. for obtaining loan in the name of M/s T. G. Choudhury Pvt. Ltd., which company was under his control. Upon failure of the payment of the loan, the said The United Bank of India Ltd. filed a Title Suit being No. 125 of 1965 before the Learned 7th Court of

Subordinates Judge, Alipore, against M/s T. G. Choudhury Pvt. Ltd. and Tarini Gupta Choudhuri for recovery of money and enforcement of charges valued at Rs.1,31,479/-.

AND WHEREAS the said P. B. Shah alias Chunilal Shah after knowing the pendency of the said Title Suit being No. 125 of 1965 added himself as defendant No. 5 therein.

AND WHEREAS by a preliminary decree dated 29.09.1970 and thereafter final decree dated 10.02.1972 passed by the Learned 7th Court of Subordinate Judge, Alipore in the said Title Suit No. 125 of 1965, the Learned Court was pleased to pass a decree to sell out the entire mortgaged property to recover the loan amount alongwith all other charges. Subsequently the Said decree was put into execution as Money Execution Case No. 10 of 1972 before the Learned Court of 7th Assistant District Judge, Alipore.

AND WHEREAS by an out of court settlement made between United Bank of India, after nationalization of The United Bank of India Ltd., and P. B. Shah alias Chunilal Shah, the said P. B. Shah alias Chunilal Shah paid and discharged to the satisfaction of United Bank of India all the dues of the said M/s T. G. Choudhury Pvt. Ltd. and Tarini Gupta Choudhuri under the said Mortgage. Upon such payment the Learned Court of 7th Assistant District Judge, Alipore was pleased to pass an order to dispose of the Money Execution Case being No. 10 of 1972 and directed United Bank of India to deliver the original title documents of the said property to the said P. B. Shah alias Chunilal Shah.

AND WHEREAS in the auction in Money Execution Case No. 17 of 1967, the said P.B. Shah alias Chunilal Shah was declared to be the successful bidder, and thus purchased All That the Said Property from the Learned Court on 24.06.1972 and the Learned Court was pleased to issue a Sale Certificate on 21.03.1973 on full and final settlement of the dues under the said Suit.

AND WHREAS the said property was re numbered as premises no. 328, Ho-chi-Minh Sarani by the then Corporation of Calcutta.

AND WHEREAS thus the said P. B. Shah alias Chunilal Shah became seized and possessed of All That the said property being Premises No. 328, Ho-Chi-Minh Sarani (formerly 152, Biren Roy Road), within the limits of Kolkata Municipal Corporation, under Ward No. - 127, Borough No. 4, Police Station - Thakurpukur (formerly Behala), Kolkata - 700 061, District South 24 Parganas measuring more or less 111 decimals or 67.13 Cottah and recorded his name in the records of the then Kolkata Municipal Corporation in respect of the said Property.

AND WHEREAS the said P. B. Shah died intestate on or about 19th November 1995 leaving behind him four sons namely (1) Arvind P. Shah, (2) Chandra Kant P. Shah, (3) Ashw1n P. Shah and (4) Mahendra P. Shah and four daughters namely (5) Indira H. Jasani, (6) Damyanti V. Hemani, (7) Kusum P. Matalia and (8) Anita A. Mehta, as his only heirs, heiresses and legal representatives who upon his death became jointly seized and possessed of All that the said Premises, being the erstwhile Owners.

AND WHEREAS the said erstwhile Owners have entered into two separate development agreements with Merlin Projects Limited being confirming party herein for development of their '*Said Property*' : (i) the first one executed by Arvind P. Shah and others on 11.02.2013 and registered on 12.02.2013 recorded in Book No.I, CD Volume No.2, Page from 15730 to 15758 Being No.1603 for the year 2013 for the land measuring 33.57 cottahs or 55.50 Decimals comprised at 328, Ho-Chi-Minh Sarani, within the limits of Kolkata Municipal Corporation, under Ward No. 127, Borough No. 14, Police Station Thakurpukur, Kolkata- 700061 and (ii) the second one executed by Indira H. Jasani and others on 08.03.2013 and registered on 13.03.2013 recorded in Book No.I, CD Volume No.4, Page from 9901 to 9929 Being No.2915 for the year for the land measuring 33.57 cottahs or 55.50 Decimals at 328, Ho-Chi-Minh Sarani, within the limits of Kolkata Municipal Corporation, under Ward No.127, Borough No. 4, Police Station- Thakurpukur, Kolkata – 700061, on terms conditions and consideration morefully mentioned in those developments agreements.

AND WHEREAS One Mst. Zohra Hasani Vadnagarwala and others, being the legal heirs of the said Mulla Kurban Hussain Husanally, filled a Title Suit being No. 2 of 2015 before the Learned 7th Civil Judge (Senior Division), Alipore against the said erstwhile Owners claiming the right title and interest on the undivided 1/2 share of the said Property under the said English Mortgage dated the 20.05.1959 and Being No. 1565 for the year 1959.

AND WHEREAS by a Compromise Decree dated the 13th April, 2017 passed by the Learned 7th Civil Judge (Senior Division), Alipore, the ownership of the said Premises was accepted to have been vested in the said erstwhile Owners and the defendants therein admitted, acknowledged and confirmed the title and possession of the said erstwhile Owners in respect of the said Property and also declared that the plaintiff shall not create any obstruction in any manner whatsoever in the matter of development the said Property under the said Development Agreements.

AND WHEREAS by a Deed of Re-Conveyance dated the 5th day of August, 2016 made between the said Mst. Zohra Hasani Vadnagarwala and others therein jointly referred to as the Mortgagees of the First part and Pinkai

Chaudhuri and others, being the heirs of Tarini Gupta Choudhuri, therein jointly referred to as the Mortgagors of the Second Part and registered with the Additional Registrar of Assurance-I, Kolkata in Book No. I, Volume No. 1901-2016, Pages 199089 to 199113, Being No. 190105914 for the year 2016, where under the said Mortgagee therein released the undivided 1/2 share of the Said premises i.e. the mortgaged property in favour of the Mortgagors therein, and the said Developer on behalf of the said erstwhile Owners has paid Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lacs Only) to the mortgagees and the Mortgagors jointly and as referred to in the above mentioned Deed of Re-Conveyance.

AND WHEREAS in the view of what all as recited hereinabove the erstwhile Owners thus jointly entitled to the said Property more fully and particularly described in the Schedule - A.

AND WHEREAS the said erstwhile Owners, for development of their Said Property, submitted B+G+X storied building plan for sanction by the Kolkata Municipal Corporation and the same being sanctioned accordingly.

AND WHEREAS the said erstwhile Owners by virtue of an Indenture of Conveyance duly registered at ADSR Behala, South 24 Parganas, recorded in Book No. I, Volume No. 1607-2018, Pages from 215346 to 215406, Being No. 160706782 for the year 2018, sold transferred and conveyed unto and in favour of Intregal Distibutors Private Limited (PAN:AABCI2004G), a having its Registered Office at 22, Prince Anwar Shah Road, Kolkata-700 033, being the Owner herein ALL THAT the piece and parcel of land measuring 20 Cottahs (be the same a little more or less) equivalent to 33 decimals together with structure standing thereon, comprised in R.S. Dag No. 69 and 70, under Mouza : Dakshin Behala, J.L. No. 16, being part of the Municipal Premises No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata - 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.

AND WHEREAS the said erstwhile Owners by virtue of another an Indenture of Conveyance duly registered at ADSR Behala, South 24 Parganas, recorded in Book No. I, Volume No. 1607-2018, Pages from 232266 to 232323, Being No. 160707111 for the year 2018, sold transferred and conveyed unto and in favour of Intregal Distibutors Private Limited, having its Registered Office at 22, Prince Anwar Shah Road, Kolkata-700 033, being the Owner herein ALL THAT the piece and parcel of land measuring 47 Cottahs (be the same a little more or less) equivalent to 78 decimals together with structure standing thereon, comprised in R.S. Dag No. 67, 68, 69, 70, 71 and 84, under Mouza : Dakshin Behala, J.L. No. 16, being remaining part of the Municipal Premises No. 328, Ho-Chi-

Minh Sarani, P.S. Thakurpukur, Kolkata – 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.

AND WHEREAS by virtue of the aforesaid purchase the Owner herein becomes the absolute owner and well sufficiently entitled to the Municipal Premise No. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata – 700 061, within the jurisdiction of Ward No. 127 of the Kolkata Municipal Corporation.

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 79767 to 79801, being No. 160402088 for the year 2020 and the Owner has also executed a Power of Attorney in favour of the representative 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 79802 to 79820, being No. 160402161 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. 328, Ho-Chi-Minh Sarani, P.S. Thakurpukur, Kolkata – 700 061, vide Building Permit No. 2020140110 dated 22.08.2020. The Promoter on the basis of above mentioned plan, has completed construction of the Residential Housing Complex '**Merlin Next**' and KMC has granted completion certificate bearing No. dated

SCHEDULE-C
(Residential Complex)

All that the newly constructed Residential Housing Complex '**Merlin Next**', comprising of Two Towers/Blocks, Block No. 1 consist of Basement + Ground + 11 Upper Floors and Block No. 2 consist of Ground + 11 Upper Floors, having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 328, Ho-Chi-Minh Sarani, Kolkata – 700 061.

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 Next**" at Premises No. No. 328, Ho-Chi-Minh Sarani, Kolkata - 700 061.

SCHEDULE-E
(Consideration)

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

(Rupees) only.

SCHEDULE-F
(Common Areas for Apartment Owners)

- a. Driveway
- b. Security Room
- c. Entrance lobbies
- d. Staircases and such other commons areas earmarked for Common use
- e. Common toilets in the ground floor or in other area in the building
- f. Electrical Meter rooms

- g. Overhead Water Tank
- h. Underground Water Reservoir
- i. Staircase Overhead
- j. Lift Machine Rooms
- k. Lifts
- l. Electrical installations
- m. DG Generator sets and control panels for optimum Power Backup for common area as well as flats.
- n. Intercom
- o. Water Treatment Plant
- p. Deep Tube well
- q. Sewerage Treatment Plant
- r. Distribution pipes all around the complex
- s. Drainage & sewage lines
- t. AC community hall
- u. Swimming Pool with deck
- v. Surveillance facility with CCTV on ground floor common areas
- w. Firefighting system
- x. Evacuation points and refuge platforms for resident's safety
- y. AC Indoor Games Room
- z. AC Gymnasium
- aa. Children play area
- bb. Natural Water-Body
- cc. Lawn

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)

- a. **The Allottee shall not:**
 - i) Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
 - ii) Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Residential Complex.
 - iii) 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***.
 - iv) Make any claim due to certain changes in the overall plans, construction and specifications of the Residential Complex.
 - v) Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
 - vi) 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.
 - vii) Place or cause to be placed any article or object in the common area/portion.

- viii) 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.
- ix) 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.
- x) 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.
- xi) 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.
- xii) 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.
- xiii) 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.
- xiv) 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.
- xv) 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.
- xvi) Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- xvii) Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- xviii) Alter any portion, elevation or the color scheme of the said Residential Complex and/ or the Common Areas/Portions.

- xix) 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.
- xx) 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.
- xxi) 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**.

b. **The Allottee shall:**

- i) 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.
- ii) Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- iii) 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.
- iv) 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.
- v) 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.

- vi) 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.
- vii) 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.
- viii) Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II

(Maintenance of the Residential Complex)

- a. The Promoter has constructed a Residential Complex called '**Merlin Next**' 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 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Residential Complex and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i) to discontinue the supply of electricity to the "Said 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)

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

BETWEEN

INTREGAL DISTRIBUTORS PVT. LTD.
... **OWNER**

AND

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

AND

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

DEED OF SALE

Apartment/Unit No.,
Block.....
'Merlin Next'
328, Ho-Chi-Minh Sarani
Kolkata – 700 061.

