

1. **Date:**_____

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

3. **Parties:**

3.1 **Owners: (1) MERLIN PROJECTS LIMITED** (PAN:AACCM0505B), a company incorporated under the Companies Act, 1956, having its registered office at Merlin Oxford, 2nd Floor 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, **(2) TRIDENT COMMODEAL PRIVATE LIMITED** (PAN:AADCT3614P), a company incorporated under the Companies Act, 1956, having its registered office at 5/3, Pankajini Chatterjee Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033 and **(3) DINESH G. SANGHVI** (PAN:AVHPS5172K) (Aadhaar No. 211730474698), son of Late Gopalji Sanghvi, by occupation Business, faith Hindu, Citizen of India, residing at 'The Reserve' Tower – 1C, Flat No. 26F & 27F, 225B, AJC Bose Road, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata-700020 all (Sl. No.1 to 3) represented by their Constituted Attorney **Merlin Buildcon (Gujarat) LLP** (PAN:AAUFM4406G), having its Corporate Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, represented by its Authorised Signatory Mr. _____

(PAN:

_____) (Aadhaar No. _____), son of _____ by occupation Srrvice, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, all (Sl. No.1 to 3) represented by their Constituted Attorney **Merlin Buildcon (Gujarat) LLP** (PAN:AAUFM4406G), having its Corporate Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, represented by one of its Authorised Signatory Mr. _____ (PAN:

_____) (Aadhaar No. _____), son of _____ by occupation Srrvice, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, of the **FIRST PART;**

3.2 **Promoter: MERLIN BUILDCON (GUJARAT) LLP** (PAN:AAUFM4406G)(LLPIN:AAA-6727), a Limited Liability Partnership Firm, formed under the LLP Act, 2008, having its Corporate Office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700 033, represented by one of its Authorised Signatory Mr. _____ (PAN: _____) (Aadhaar No. _____), son of _____ by occupation Srrvice, faith Hindu, Citizen of India, working for gain at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, 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 are the absolute and lawful joint owners of the amalgamated Municipal Premises No. 98K, G.T. Road, Kotrung, Police Station Uttarpa, District Hooghly, Pin-712 233 within the jurisdiction of Ward No 02 of Uttarpa

Kotrung Municipality, more fully and particularly described in **Schedule-A**, hereinafter referred to as the '*Said Premises*' and the Ownership details more fully and particularly mentioned in **Schedule-B** appearing in this deed.

- 4.2 The Party of the First Part herein are the Partners of Merlin Buildcon (Gujarat) LLP, a Limited Liability Partnership Firm, formed under the LLP Act, 2008, being the Promoter herein. The Owners herein with an intention to exploit the '*Said Premises*' commercially for business purpose are desirous to develop the same by constructing building thereat and have jointly decided that the said LLP shall undertake the development of the '*Said Premises*'. The Owners have granted power of Attorney on 21.08.2025 duly Registered at the Office of ARA-IV, Kolkata being No. 190412588 for the year 2025, in favour of the Promoter for the undertaking development of the '*Said Premises*'. The details of the Power of Attorney are morefully mentioned in **Schedule-B1**.
- 4.3 The plan for development of the of the Residential cum Commercial Complex has been sanctioned by Uttarpara Kotrung Municipality and based on the said sanctioned Plan the Promoter has already completed construction of the said Residential com Commercial Complex known as 'Merlin Imperia' and Uttarpara Kotrung Municipality has granted Completion Certificate and the details of the sanction plan and CC are mentioned in Schedule-B2. The particulars of the said Residential cum Commercial Complex more fully mentioned in **Schedule-C**.
- 4.4 By a Sale Agreement morefully mentioned in **Schedule-D** the Owners and the Promoter have sold one Residential Apartment at '*Merlin Imperia*' 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.
- 4.5 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of said the 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.

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

7.3.1 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 a period of five calendar years from the date of Completion Certificate, issued by the Uttarpura Kotrung Municipality.

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 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 Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all 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 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 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, 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, 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 around 4 Bighas 6 Cottahs 2 Chittaks 26 sq. ft. be the same a little more or less situate and lying at Municipal Premises No. 98K, G. T. Road, under Municipal Ward No. 02, comprised in RS Dag Nos. 1673, 1674, 1679, 1683, 1686 1687, 1688 and 1689, Corresponding LR Dag Nos. 4342 (Part), 4343, 4344, 4353/5218, 4343/5221, 4341/5208, 4341/5209, 4341/5210, 4351/5211, 4341/5212, 4241/5213 & 4341/5214 all under LR Khatian Nos. 5691, 161, 247, 1074, 3854, 3283, 2007, 1112/1, 5774 and 5775,, Mouza Kotrung, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233 under Uttarpara Sub-Registry, Uttarpara, Hooghly, being butted and bounded as follows:-

ON THE NORTH : Part of Premises No. 94/6K & 94/7K, G. T. Road and Konnagar Station to Dharsha More Auto Route;

ON THE SOUTH : One Stored Residential Building;

ON THE EAST : G.T. Road;

ON THE WEST : Part of Premises No. 94/6 & 94/7K, G.T. Road, Merlin Uttara project.

Schedule-B
(Details of Ownership of the Said Land)

WHEREAS:

A. Merlin Projects Ltd. being the Owner No. 2 herein, by virtue of two deeds of conveyances being nos. 1034 and 1035 both for the year 2007 of ARA-II, Kolkata, has purchased land measuring about 151 cottahs 2 chittaks 40 sq. ft. and 95 cottahs 11 chittaks 9 sq. ft. respectively totaling to 246 cottahs 14 chittaks 4 sq. fit. more or less being part of

Municipal Premises No. 94K, GT Road, and subsequently renumbered as Municipal Premises 94/6K and 94/7K, GT Road, Kotrung, Hooghly - 712 233, respectively.

- B. Merlin Projects Ltd. has developed a residential housing project at both the Municipal Premises and reserved a portion of land abutting to GT Road measuring about 11 cottahs 1 chittak 18 sq. ft. out of Municipal Premises no. 94/6K, G.T. Road for commercial development in future. Upon completion of the said project, aforesaid 'Reserved Portion' physically measured as 12 cottahs 13 chittaks and 43 sq. ft. more or less, comprised in LR Dag No. 4342 under LR Khatian no. 5691, Mouza Kotrung, JL No. 8, Dist. Hooghly.
- C. Merlin Projects Ltd. by virtue of three deeds of conveyances being nos. 00518 for the year 2008, 00542 for the year 2008 and 06358 for the year 2008 all of ADSR Sreerampore, Hooghly, has purchased land parcels total measuring 11 cottahs 6 chittaks and physically found 13 cottahs 3 chittaks 18 sq. ft. being Municipal Premises No. 99K, GT Road, Kotrung, Hooghly -712 233, comprised in RS Dag No. 1686, RS Khatian No. 486 and corresponding LR Dag No. 4343 and LR Khatian No. 161, 247, 1074 and 3854, Mouza Kotrung, Dist. Hooghly, Pin -712 233.
- D. Merlin Projects Ltd. by virtue of a deed of conveyance being no. 190301442 for the year 2016 of ARA-III, Kolkata has purchased land parcels measuring 6 cottahs 8 chittaks and physically found 7 cottahs 8 chittaks 46 sq. ft. being Municipal Premises No. 95K, GT Road, Kotrung, Hooghly -712 233, comprised in RS Dag No. 1683, RS Khatian No. 622 and corresponding LR Dag No. 4353/5218, LR Khatian No. 3283, Mouza Kotrung, Dist. Hooghly, Pin -712 233.
- E. Thereafter the said Municipal Premises No. 95K, GT Road and 99K, GT Road, Kotrung, Dist. Hooghly, Pin -712 233 at the request of Merlin Projects Limited amalgamated with Municipal Premises No. 94/6K, GT Road, Kotrung, Dist. Hooghly, Pin -712 233.
- F. Subsequently on request of Merlin Projects Limited Uttarpara Kotrung Municipality separated the aforesaid land parcels total measuring about 33 cottahs 10 chittaks 13 sq. ft. (comprising of land under Municipal Premises No. 95K, GT Road, 99K, GT Road and said Reserve Portion of Municipal Premises No. 94/6K, GT Road), and renumbered as Municipal Premises No.94/6/1K, GT Road, Kotrung, Hooghly – 712233.

- G. Merlin Projects Limited, Trident Commodeal Pvt. Ltd. and Dinesh G. Sanghvi, being the Owner No. 2, 3 and 1 herein jointly by virtue of a deed of conveyance being no. 190105194 for the year 2019 purchased land parcel measuring 10.5 decimals comprised in RS Dag No. 1689 corresponding LR Dag No. 4343/5221 under RS Khatian No. 471 and corresponding LR Khatian No. 2007 Mouza Kotrung, JL No. 8, P. S. Uttarpara, Dist. Hooghly, Pin-712 233 being part of Municipal Premises No. 96K, GT Road, Kotrung, Hooghly.
- H. Merlin Projects Limited, Trident Commodeal Pvt. Ltd. and Dinesh G. Sanghvi jointly by virtue of a deed of conveyance being no. 190307756 for the year 2022 purchased land parcel measuring 21 cottahs 12 chittaks 27.5 sq. ft. comprised in RS Dag No. 1673, 1674, 1688, 1687 and 1689 (Part) corresponding LR Dag No. 4344 under RS Khatian No. 43, 2302, 471, LR Khatian No. 2007 Mouza Kotrung, JL No. 8, P. S. Uttarpara, Dist. Hooghly, Pin-712 233 being part of Municipal Premises No. 98K GT Road, Kotrung, Hooghly.
- I. Merlin Projects Limited, Trident Commodeal Pvt. Ltd. and Dinesh G. Sanghvi jointly by virtue of a deed of conveyance being no. 190302622 for the year 2023 purchased land parcels measuring 21 cottahs 12 chittaks 27.5 sq. ft. comprised in RS Dag No. 1673, 1674, 1688, 1687 and 1689 (Part) corresponding LR Dag No. 4344 under RS Khatian No. 43, 2302, 471, LR Khatian No. 2007 Mouza Kotrung, JL No. 8, P. S. Uttarpara, Dist. Hooghly, Pin-712 233 being part of Municipal Premises No. 98K, GT Road, Kotrung, Hooghly.
- J. Merlin Projects Limited, Trident Commodeal Pvt. Ltd. and Dinesh G. Sanghvi jointly by virtue of a deed of conveyance being no. 190408210 for the year 2023 purchased All That the piece and parcel of land measuring 4.27 decimals comprised in RS Dag No. 1679, corresponding LR Dag No. 4341/5208, 4341/5209, 4341/5210, 4351/5211, 4341/5212, 4241/5213, 4341/5214, LR Khatian No. 1112/1, 5774 and 5775, Mouza Kotrung, JL No. 8, P. S. Uttarpara, Dist. Hooghly, Pin-712 233 being Municipal Premises No. 94/1/2K, GT Road, Kotrung, Hooghly.
- K. The aforementioned Municipal Premises Nos. 94/6/1K, 96K, 98K and 94/1/2K GT Road, are contiguous to each other and the Owners herein for amalgamation of the said properties approached Uttarpara Kotrung Municipality and said properties amalgamated being renumbered as Municipal Premises No. 98K, GT Road, Kotrung, P. S. Uttarpara, Dist. Hooghly, Pin-712 233, total measuring 86 cottahs 2 chittaks 26 sq. ft.

more or less), comprised in RS Dag Nos. 1673, 1674, 1679, 1683, 1686 1687, 1688 and 1689, Corresponding LR Dag Nos. 4342 (Part), 4343, 4344, 4353/5218, 4343/5221, 4341/5208, 4341/5209, 4341/5210, 4351/5211, 4341/5212, 4241/5213 & 4341/5214 all under LR Khatian Nos. 5691, 161, 247, 1074, 3854, 3283, 2007, 1112/1, 5774 and 5775, Mouza Kotrung, P.O. Hindmotor, P.S. Uttarpara, Dist. Hooghly, Pin-712233, being the 'Said Premises'.

SCHEDULE-B1 (Power of Attorney)

The Owners have executed a Power of Attorney on 21.08.2025 duly Registered at the Office of ARA-IV, Kolkata being No. 190412588 for the year 2025/2025 in favour of the Developer for development and sale of apartments / constructed areas to prospective allottee/s.

SCHEDULE – B2 (Building Sanctioned Plan and Completion Certificate)

The Uttarpara Kotrung Municipality (UKM) has provisionally sanctioned a plan for construction of Complex, at Municipal Premises No. 98K, G.T. Road, Kotrung, Police Station Uttarpara, District Hooghly, Pin-712 233, vide Building Permit No. SWS-OBPAS/1813/2024/0318 dated 18.03.2025. The Promoter on the basis of above mentioned plan, has completed construction of the Complex '*Merlin Imperia*' and UKM has granted completion certificate bearing No. _____ dated _____.

SCHEDULE – C (Residential cum Commercial Complex)

All that the newly constructed Residential cum Commercial Complex '*Merlin Imperia*', comprising of a Ground Plus 12 upper floors Building, out of which ground, first and second floor of the said Building is for commercial use and from third floor onward for residential use including a ground plus five storied parking block Building at Municipal Premises No. 98K, G.T. Road, Kotrung, District Hooghly, Pin-712 233.

SCHEDULE – D (Sale Agreement)

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

SCHEDULE -D-1
(The Said Unit)

ALL THAT the Residential Apartment being No. ____, Block ____, on the ____ Floor, measuring _____sq. ft. Built-up Area more or less and corresponding Carpet Area _____sq. ft. (excluding balcony) more or less, with facility to park ____ medium size road worthy passenger car, in the allotted ____ car parking space being No. _____, measuring _____ sq. ft. more or less, 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**, of the Residential Housing Complex '**Merlin Imperia**' at Municipal Premises No. 98K, G.T. Road, Kotrung, Police Station Uttarpara, District Hooghly, Pin-712 233.

SCHEDULE - E
(Consideration)

Price for the 'Said Unit'	Rs. xxxxxxxxxx

Total:	Rs. xxxxxxxxxx
	=====

(Rupees) only.

SCHEDULE - F
(Common Areas for Apartment Owners)

1. Driveway
2. Multi-Level Car Parking RCC Block
3. Security Room
4. Entrance lobby
5. Staircases and such other commons areas earmarked for common use
6. Common toilets in the ground floor or in other area in the building
7. Electrical Meter room
8. Overhead Water Tank
9. Water Reservoir
10. Staircase Overhead
11. Lift Machine Room
12. Lifts
13. Electrical installations
14. DG Generator sets and control panels for optimum Power Backup for common area as well as limited power back up in flats.
15. EPABX with Video door phone facility

16. Water Treatment Plant
17. Sewerage Treatment Plant
18. Distribution pipes all around the project
19. Drainage & sewage lines
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. Children's play Area.
25. Indoor Games Room
26. Gymnasium.
27. Evacuation points and refuge platforms for resident's safety
28. 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 Owner and Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule – H**.
5. 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.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule – F**.
- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the Residential Complex.
- 1.5 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.
- 1.9 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 Let out or part with possession of the allotted Car/Two-wheeler(s) Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- 1.12 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 owners and/or occupiers of the said project.
- 1.13 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.
- 1.14 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the Residential Complex save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.
- 1.15 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.16 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Complex or other parts of the said Premises and/or premises.
- 1.17 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.18 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.19 Alter any portion, elevation or the color scheme of the said Residential Complex and/ or the Common Areas/Portions.

- 1.20 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.21 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
- 1.22 Restrict any of the other owners/occupiers of the said Building or residential complex for the full and unrestricted enjoyment of the Easements described in **Schedule-G**.

2. **The Allottee shall:**

- 2.1 Co-operate in the management and maintenance of the Residential Complex.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said Apartment/unit for residential purpose only.
- 2.4 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

- 2.5 Use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the Apartment owners of the Residential Complex. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings / religious festivals, or any ceremonial rite that require lighting up of a fire / spraying of color / sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered / enclosed area of said Residential Complex for sprinkling or spraying of colour and paints/lighting up of fire/sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.
- 2.6 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.
- 2.7 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.8 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.9 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.
- 2.10 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.

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

Part-II
(Maintenance of the Residential Complex)

1. The Promoter have constructed a Residential Complex called '*Merlin Imperia*' as more fully mentioned in **Schedule-C**.
2. Upon formation of the Association or Body of the allottees/owners of the '*Merlin Imperia*', all rights and obligations with regard to the Maintenance and Management of '*Merlin Imperia*' shall be transferred by the Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of '*Merlin Imperia*' and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc. including but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. The said Association shall further be responsible to extend all necessary co-operations to the Promoter in the matter of change of name in respect of all NOCS, Permissions, and Licenses etc. of the project in the name of the said Association from the Name of the Promoter.
3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at

the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule –F**.

4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
5. 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.
6. 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.
7. 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.
8. 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 Uttara Para Kotrung Municipality, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.

4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV (Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance

contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.

4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the said Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** 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 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)

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 Uttarpara Kotrung Municipality, the Purchaser Allottee alone is liable and responsible to pay the Uttarpara Kotrung Municipality tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the Uttarpara Kotrung Municipality, till such time the same is done by Uttarpara Kotrung Municipality 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 for payment of KMC Tax, 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.

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

MERLIN PROJECTS LTD. & ORS.
... OWNERS

AND

MERLIN BUILDCON (GUJARAT)
LLP
... PROMOTER

AND

.....
... ALLOTTEE

DEED OF SALE

Apartment/Unit No. ...,
'Merlin Imperia'
98K, G.T. Road, Kotrung, ,
District Hooghly,
Pin-712 233.