

Draft-5.2.2024

1. **Date:** _____

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

3. **Parties:**

3.1 **Owners: (1) ALLOTROPE (INDIA) PVT. LTD.** (PAN:AACCA 8010D), having its registered office at Mouza-Kriparampur, P.O. Sukhdevpur, P.S.Bishnupur, Dist-South 24 Paraganas, Diamond Harbour Road, Pin-743503, **(2) RIPPLE TRADECOM PRIVATE LIMITED** (PAN:AADCR3072P), having its registered office at 233, B. L. Saha Road, P.O. New Alipore, P.S. Behala, Kolkata – 700053 and **(3) MR. SAKET MOHTA** (PAN:AKHPM9746Q) (Aadhaar No.6877 3720 8319), son of Mr. Sushil Kumar Mohta, by occupation Business, faith Hindu, Citizen of India, residing at Vill. Kriparampur, P.O. Sukhdevpur, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743 503, all represented by their Constituted Attorney **Merlin Projects Limited** (PAN:AACCM0505B), having its registered office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, through its Authorised Signatory Mr. _____, by occupation Service, 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 **FIRST PART**;

3.2 **Promoter: MERLIN PROJECTS LIMITED** (PAN:AACCM0505B), having its registered office at 22, Prince Anwar Shah Road, P.O. Tollygunge, P.S. Charu Market, Kolkata-700033, represented by its Authorised Signatory Mr. _____ (PAN: _____), (Aadhaar No. _____), son of _____, by occupation Service, 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/Purchaser: MR.** _____ (PAN: _____) (Aadhaar No. _____), son of Mr. _____, by occupation _____, faith Hindu, Citizen of India, residing at _____, P.O. _____, P. S. _____, Kolkata – 700 0____, of the **SECOND PART**.

3.4 The terms Owners, Promoter and Allottee/Purchaser shall include their respective successors-in-interest and all persons claiming under or through them.

3.4 The terms Owners and the Promoter shall mean the Transferors.

4. **Background:**

4.1 The Owner No. 1 herein is the recorded owner of various pieces and parcels of land total measuring 77 decimals (more or less), comprised in LR dag nos.774, 793,

774/1421 and 774/1423 under LR Khatian No. 1834, Mouza-Kriparampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 and land measuring 28 decimals (more or less) comprised in LR Dag No. 1948 under LR Khatian No.3408, Mouza-Ramkrishnapore, J.L. No.70, both under Police Station Bishnupur, District South 24 Parganas, Pin-743503 total measuring 105 decimals more or less with a clear marketable title.

The Owner No. 2 herein is the recorded owner of various pieces and parcels of land total measuring 289.03 decimals (more or less), comprised in LR dag nos.774, 788, 790, 791, 792, 798, 774/1421 and 774/1423 under LR Khatian No. 1838, Mouza-Kriparampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 with a clear marketable title.

The Owner No. 3 herein is the recorded owner of various pieces and parcels of land total measuring 155.33 decimals (more or less), comprised in LR dag nos.787, 789, 790, 792, 793, 784/1425 and 798/1426 under LR Khatian No. 2408, Mouza-Kriparampore, J.L. No.72, Police Station Bishnupur, District South 24 Parganas, Pin-743503 and land measuring 182.5 decimals (more or less) comprised in LR Dag Nos. 1940, 1942, 1943, 1944 and 1945 under LR Khatian No.4961, Mouza-Ramkrishnapore, J.L. No.70, both under Police Station Bishnupur, District South 24 Parganas, Pin-743503 total measuring 337.83 decimals more or less with a clear marketable title.

The land parcel of Owner No. 1, 2, and 3 are collectively referred to as the 'Said Total Land' more fully and particularly described in the ***Schedule-A*** hereto.

Out of the said Total Land, the Promoter demarcated portion of said Total Land total measuring 302.78 decimals more fully and particularly described in the ***Part-I of Schedule-A*** hereto ("***Said Land***" or "***Project Land***").

- 4.2 The Owners herein for undertaking development of their respective Land parcels have entered into Registered Development Agreements with the Promoter herein morefully and particularly mentioned in the ***Part-II of Schedule-A*** and have also granted Registered Power of Attorneys in favour of the Promoter, to develop the their respective Land Parcels herein morefully and particularly mentioned in the ***Part-III of Schedule-A*** along with the Land parcels of the Promoter at the consideration and on the terms and conditions therein contained.
- 4.3 The plan for development of the Residential Complex comprising of Residential Units having plots of land of different size with independent Bungalow/Twin House Bungalow & Cluster House (will have one of its walls sharing with the other unit existing in the neighbouring plot)/Row House (opening in the front and back while two side walls of the unit are sharing with units in the neighbouring plot) in each plot, sanctioned by Ramkrishnapur Borhanpur Gram Panchayat/Chandi Gram Panchayat and based on the said sanctioned Plan and the Promoter has completed construction of the *Residential Unit* and the Ramkrishnapur Borhanpur Gram Panchayat

(RBGP)/Chandi Gram Panchayat (CGP) has granted Completion Certificate for the *Residential Unit* and the details of the sanction plan and CC are mentioned in **Schedule-B1**. The particulars of the Residential Complex ‘**Aquaville Aviary**’ more fully mentioned in **Schedule-C**.

4.4 By a Sale Agreement more fully mentioned in **Schedule-D** the Promoter have sold one Residential Unit at ‘Aquaville Aviary’ more fully described in the **Schedule-D1**, to the Allottee herein, and by executing and registering this deed of sale the Owners and the Promoter are conveying /transferring the said Apartment in favour of the Allottee.

5. Interpretations:

5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser, then the portion of the whole amount payable by the Purchaser shall be in proportion to the area of the Purchaser’s respective Residential Unit, 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:** 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/Purchaser to the Promoter herein and in further consideration of Allottee/Purchaser fulfilling all obligations under these presents, the Owners and the Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee/Purchaser ALL THAT Residential Unit, hereinafter referred to as the Said Unit, more fully described in the **Schedule-D1** and the Transferor doth hereby release, relinquish and disclaim all its right, title and interest into or upon the Said Unit **TO HAVE AND TO HOLD** the Said Unit, unto the Allottee/Purchaser 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/Purchaser for residential purpose only and upon/after execution of this Deed, subject however, to the rights reserved by the Transferor, the Allottee/Purchaser shall have every right to sell, gift, lease and transfer the same.

- 7.1.2 Right to use the common areas/ services of the said Residential Complex more fully described in **Schedule-F** in common with the all other phases of the Residential Complex to be developed by the Promoter or similar type of projects developed by the Landowners of adjacent and contiguous plots of land of the instant residential project.
- 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/Purchaser:**

- 7.2.1 The Allottee/Purchaser subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-H**, appearing hereinafter, shall peacefully own, hold and enjoy the *Said Unit*.
- 7.2.3 The Allottee/Purchaser has been and is aware, common areas/services of the said Residential Complex will also be used by the Allottees/Purchasers of future phases of the Said Residential Complex to be developed by the Transferor and/or similar type of projects developed by the Landowners of adjacent and contiguous plots of land of the instant residential project for better and peaceful habitation of individual Residential Unit.
- 7.2.4 Upon execution of this deed of sale, the Allottee/Purchaser, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Promoter.

7.3 **Covenants and Rights of Transferors:**

- 7.3.1 The Transferors confirms that the title to the Premises is marketable and free from all encumbrances and the Transferors have good right, full power and absolute authority to sell, transfer and convey the said Residential Unit, as mentioned in **Schedule-D1**.
- 7.3.2 That at the costs and requests of Allottee/Purchaser, 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/Purchaser 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 said 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 local authorities.

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/Purchaser or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the /equipments (e) accident (f) Allottee/Purchaser fails to obtain AMC of equipments provided by the Promoter after expiry of initial warranty period of such equipments and (g) negligent use.

7.3.4 The Common Areas/Services, for the Whole Project which are common to all shall always be and remain under the absolute control and management of the Transferors/ Facility Management Company.

7.3.5 The Promoter reserve its right for development of future Phases of this Project as well as adjoining/ neighboring 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 with the adjoining similar projects to be developed by other Promoters.

7.3.6 The Promoter / the Facility Management Company shall retain the common areas of the project and reserves the right to allow use of the same by the Owners of Residential Units of adjacent plots of land.

8. **Possession:**

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

SCHEDULE-A **Part-I** **(Said Total Land)**

ALL THAT the pieces and parcels of Land total measuring 731.86 decimals, out of which 210.5 decimals comprised in RS/LR Dag Nos. 1940, 1942, 1943, 1944, 1945 and 1948 of Mouza Ramkrishnapur, J.L. No. 70, LR Khatian No. 3408 and 4961 and the piece and parcel of Land measuring 521.36 decimals comprised in RS/LR Dag No. 774, 787, 788, 789, 790, 791, 792, 793, 798, 774/1421, 774/1423, 784/1425, 798 and 798/1426, LR

Khatian No. 1834, 1838 and 2408 of Mouza Kriparampore J. L. No. 72, P.S. Bishnupur, Dist. South 24 Parganas, Pin – 743503.

SCHEDULE-A
Part-II
(Details of Said Land/Project Land)

ALL THAT the pieces and parcels of Land total measuring 302.78 decimals, out of which 166.69 decimals of land comprised in RS/LR Dag Nos. 1942, 1943, 1944 and 1945 under LR Khatian No. 4961, of Mouza - Ramkrishnapur, J. L. No. 70 and the piece and parcel of Land measuring 136.09 decimals comprised in RS/LR Dag No.791, 792, 793, 794 and 795 under LR Khatian Nos. 1834, 1838 and 2408, of Mouza - Kriparampore, J. L. No. 72, P.S. Bishnupur, Dist. South 24 Parganas, Pin – 743503, details of Dag wise break-up are as follows:

RS/LR Dag No.	Mouza	J.L. No.	Total Land area of the Project in the Dag (Decimals)	LR Khatian No.
1942	Ramkrishnapur	70	2.85	4961
1943	-do-	-do-	66.21	4961
1944	-do-	-do-	58.86	4961
1945	-do-	-do-	38.77	4961
791	Kriparampore	72	46.51	1838
792	-do-	-do-	15.55	2408 & 1838
793	-do-	-do-	14.61	2408 & 1834
795	-do-	-do-	15.54	2408 & 1834
Total			302.78	

SCHEDULE-A
Part-III
(DETAILS OF DEVELOPMENT AGREEMENTS)

Sl. No	Name of the Owner	Date of Agreement	Deed No.	Registered at the Office of
1	Allotrope (India) Pvt. Ltd.	07.02.2023	160301820 for the year 2023	DSR-III, South 24 Parganas
2.	Ripple Tradecom Pvt. Ltd.	07.02.2023	160301816 for the year 2023	DSR-III, South 24 Parganas
3.	Saket Mohta	07.02.2023	160304801 for the year 2023	DSR-III, South 24 Parganas

SCHEDULE-A
Part-IV
(DETAILS OF POWER OF ATTORNEY)

Sl. No.	Name of the Owner	Date of POA	Deed No.	Registered at the Office of
1	Allotrope (India) Pvt. Ltd.	13.04.2023	160305026 for the year 2023	DSR-III, South 24 Parganas
2.	Ripple Tradecom Pvt. Ltd.	13.04.2023	160305027 for the year 2023	DSR-III, South 24 Parganas
3.	Saket Mohta	13.04.2023	160305028 for the year 2023	DSR-III, South 24 Parganas

SCHEDULE A
(Said Premises)

ALL THAT the pieces and parcels of Land total measuring 276 decimals comprised in RS/LR Dag Nos. 1966, 1964 and 1965 of Mouza Ramkrishnapur, J. L. No. 70 and piece and parcel of Land measuring 22.5 decimals RS/LR Dag No. 795 of Mouza Kriparampore J. L. No. 72, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743503, details of Dag wise break-up are as follows:

RS/LR Dag No.	Total Area in Dag (Decimals)	Total Acquired area in the Dag (Decimals)	LR Khatian No.
1966	318	117	3408
1964	130	124	3408
1965	35	35	3408
795	45	22.5	2107
Total Acquired Land Area		298.5	

Schedule B
[Project Land Area]

ALL THAT the pieces and parcels of Land total measuring 81.56 decimals comprised in RS/LR Dag Nos. 1966, 1964 and 1965 under LR Khatian No. 3408, of Mouza - Ramkrishnapur, J. L. No. 70 and the piece and parcel of Land measuring 0.67 decimal comprised in RS/LR Dag No.795 under LR Khatian No. 2107, of Mouza - Kriparampore, J. L. No. 72, P.S. Bishnupur, Dist. South 24 Parganas, Pin – 743503, details of Dag wise break-up are as follows:

RS/LR Dag No.	Total Land Acquired area in the Dag (Decimals)	Total Land area of the Project in the Dag (Decimals)	LR Khatian No.

1966	117	13.07	3408
1964	124	44.65	3408
1965	35	23.85	3408
795	22.5	0.67	2107
	298.5	82.23	

SCHEDULE-B1
(Building Plan, Revised Sanction Plan and Completion Certificate)

The Ramkrishnapur Borhanpur Gram Panchayat (RBGP)/ Chandi Gram Panchayat (CGP) has provisionally sanctioned a plan for construction of Residential Units, at the Said Premises. Plan for this Residential Unit sanctioned on _____ by RBGP/CGP. The Promoter on the basis of above mentioned plan has completed construction of the Said Unit and RBGP/CGP has granted completion certificate on _____.

SCHEDULE – C
(Residential Complex)

All that the newly constructed Residential Housing Complex ‘**Aquaville Aviary**’, comprising of Residential Units having plots of land of different size with independent Bungalow/Twin House Bungalow & Cluster House (will have one of its walls sharing with the other unit existing in the neighbouring plot)/Row House (opening in the front and back while two side walls of the unit are sharing with units in the neighbouring plot) in each plot and other constructed areas at said Premises.

SCHEDULE-D
(Sale Agreement)

The Owners and the Promoter have entered into a Sale Agreement on 19.06.2014 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 Unit being No. _____, having Plot of Land measuring _____ decimals (equivalent to _____ cottahs) comprised in RS/LR Dag No. _____ under LR Khatian No. _____, Mouza Ramkrishnapur, J.L. No.70, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743503, within the jurisdiction of Ramkrishnapur Borhanpur Gram Panchayat, / comprised in RS/LR Dag No. _____ under LR Khatian No. _____, Mouza Kripampore, J.L. No.72, P.S. Bishnupur, Dist. South 24 Parganas, Pin-743503, within the jurisdiction of Chandi Gram Panchayat, with a two storied building having a total Built-up Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.) **and corresponding Carpet Area _____ sq. ft. (ground floor _____ sq. ft. and first floor _____ sq. ft.)** (excluding open terrace, service deck, entrance lobby and deck area) with right to use the common areas/services, more fully

mentioned in **Schedule - F**, of the said project ‘**Aquaville Aviary**’, under construction and the same is butted and bounded as follows:

ON THE NORTH: _____;
 ON THE SOUTH: _____;
 ON THE EAST: _____;
 ON THE WEST: _____.

**SCHEDULE - E
 (Consideration)**

Price for the said Unit as described
 in **Schedule-D1**, above

Rs...../-

Total:

Rs...../-
 =====

(Rupeesonly).

**SCHEDULE - F
 (Common Areas / Services)**

1. Passageways and Drive Ways,
2. Security, Housekeeping, Conservancy, Repairs of Common Areas
3. Pathways and, Pavement.
4. Covered and Uncovered drain.
5. Generator, generator room.
6. Pump Room.
7. Water Supply System.
8. WTP.
9. STP/Septic Tanks.
10. Recreational Facilities
11. Street Lighting.

**Schedule G
 (Easement & Restrictions)**

All Residential Unit owners/occupants of the said Residential Complex including the Owners and the Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Residential Unit over the common portion.

2. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
3. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Residential Unit 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**.
4. None of the Residential Units shall be partitioned by metes and bounds by dividing a Residential Unit, for the purpose of sale of such part/s of the said Residential Unit.
5. The Purchasers/occupiers of the said Residential Unit 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/Purchaser's Covenants)
Part I
(Specific Covenants)

1. **The Allottee/Purchaser shall not:**
 - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the said Unit. Make any construction in the open areas of the 'Said Plot of Land sold to the Allottee/Purchaser and not to make any further construction over and above the Said Unit without prior written consent of the Promoter.
 - 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Unit and/or any portion of the Residential Complex and/or the said Premises.
 - 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit.
 - 1.4 Merge with adjacent plot/residential Unit without prior written consent of the Promoter.
 - 1.5 Injure harm or damage the common areas/portions or any other Residential Unit by making any additions, alternations or withdrawing any support or otherwise.
 - 1.6 Destroy and greenery of the Plot area and cut trees planted either by the Promoter and/or by the Allottee/Purchaser.
 - 1.7 Change the exterior colour scheme of the '*Said Unit*' and repaint the same at the interval of five years from the date of handing over possession of the '*Said Unit*'.

- 1.8 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 Facility Management company.
- 1.9 Place or cause to be placed any article or object in the common area/portion.
- 1.10 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Unit Owners of the Complex.
- 1.11 Use or allow the 'Said Unit' 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 of holding Picnic.
- 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.
- 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 building save at the places provided therefor, however, this shall not prevent the Allottee/Purchaser from displaying a small and decent name – plate outside the main door of the Residential Unit.
- 1.15 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Residential Unit or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.16 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.
- 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 Residential Unit.
- 1.19 Alter any portion and / or any additional construction in the Bungalow, elevation of the Bungalow or the outside color scheme of the Bungalow.
- 1.20 Question the quantum of any amount levied upon the Allottee/Purchaser on any account herein contained by the Promoter or the Facility Management Company 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 the further phase of this Complex any adjoining/neighbouring premises and use the common area / services of the Complex.
- 1.22 Restrict any of the other owners/occupiers of the said Residential Complex for the full and unrestricted enjoyment of the Easements described in Schedule-G.

2. **The Allottee/Purchaser shall:**

- 2.1 Co-operate in the management and maintenance of the said Residential Complex.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and Facility Management Company, for the beneficial common use and enjoyment of the common areas, services provided in the said project.
- 2.3 Use the said 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 Facility Management Company with regard to the usage, in respect of common areas/services provided in the project.
- 2.5 Permit the Facility Management Company to enter into the '*Said Unit*' or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 2.6 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.7 Keep the said Residential Unit and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner take AMC for items provided the Promoter like Air Conditioner etc. Repaint the exterior of the Bungalow at the interval of every five years.
- 2.8 Use the said Unit, common areas/services carefully, peacefully, quietly and shall use the common areas / passages etc. for ingress, egress and for the purpose of which it is meant.
- 2.9 Pay fully, in case it is related to the said Residential Unit for any alteration and addition, as be required inside the said Residential 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 Residential Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.

- 2.10 Pay, wholly in respect of the said Residential 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/Purchaser shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.11 Pay to the Facility Management Company water consumption charges.
- 2.12 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Facility Management Company.

Part-II
(Maintenance of the Residential Complex)

- A) The following shall be part of common expenses to be borne by all the bungalow owners of the Project
1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting areas of all Common Portions, roads, constructed area for end use, open area for end use.
 2. **Staff:** The salaries of all staff employed for security, housekeeping, managing and maintaining common area, operational cost of all machinery, equipments and installation comprising the Common Parts including the cost of repairing, renovating, replacement cost, electrical charges for operating all the installations in Common Parts and for the Common Purposes.
 3. **Insurance:** Insurance Costs
 4. **Association/Body:** Establishment and other expenses of office staff of the body, maintaining and managing the common areas.
 5. **Rates, taxes and outgoings:** Rates, taxes and outgoings for the common areas.
 6. **House Keeping & Security Charges / Operational costs :** Diesel Generator, Water Treatment Plant, Sewerage Treatment Plant, Play equipments, operation and maintenance cost of gardening equipments, such as lawn mower machine etc.
 7. **Legal expenses,** if any.

8. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.

B) It has been agreed that initially a one-time payment will be made for period upto December 2028. Subsequent to the same, the quarterly bill will be raised which shall be based on the estimate of expenditure. The promoter shall appoint a Facility Management Company for provide the end services. The Facility Management Company shall be authorised for compliance of various rules, regulations, Do's & Don'ts for a peaceful co-living of all unit owners.

From 1st January 2029, Maintenance Charges shall be payable as per the Quarterly Bill to be raised by the said Facility Management Company based on the estimated amount of expenses to be incurred for the Maintenance of Common Services based on the actual expenses incurred by the said Facility Management Company during the past period including 15% Management Fee. The said maintenance charges will be charged proportionately to the land area of all the unit owners in the project on a quarterly basis and are subject to revision at the expiry of each calendar year from 1st January 2029. The Maintenance Bills to be paid in advance i.e. within 15 days of the first month of each Quarter i.e. January, April, July and October of each calendar year.

The above said charge is inclusive of following:

- a. 15% of maintenance charges and expenses for common area maintenance, as Management fees for performing and carrying out the general administration and management.
- b. The cost of providing such other services including legal costs as the said Facility Management Company shall consider ought reasonably necessary or desirable to be provided for the benefit of the owners/occupiers of Project Aquaville and /or for the safety, comfort security convenience and proper maintenance and servicing of any part or parts thereof.
- c. The costs of keeping the books and records of the expenditure and of preparing and Auditing of the Service charges.

C. OBLIGATIONS OF ALLOTTEE/PURCHASER TO PAY

The Allottee/Purchaser shall regularly and punctually make payment of the Maintenance Charges, as mentioned above and water consumption charges, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee/Purchaser shall be liable to pay interest @ 2 % per mensum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee/Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee/Purchaser hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit".
- ii) to disconnect the water supply

- iii) not to allow the usage of common areas and facilities either by Allottee/Purchaser, his/her/their family members, domestic help, guests and visitors.

- iv) to discontinue the facility of DG Power back-up

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee/Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/ Association to realize the due amount from the Allottee/ Purchaser.

Part-III
(Apportionment of Rates & Taxes & Other Impositions)

1. The Allottee/Purchaser shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Units and for that the Allottee/Purchaser 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 RBGP, the Allottee/Purchaser alone is liable and responsible to pay the RBGP tax and/or any other levy or imposition for its respective Residential Unit, as per the bill raised by the RBGP, till such time the same is done by RBGP the Allottee/Purchaser shall pay taxes proportionately along with other Allottees/Purchasers.
3. Besides the amount of the impositions, the Allottee/Purchaser 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/Purchaser of Impositions and Penalties in respect of the said Residential 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/Purchaser thereof from the Allottee/Purchaser.
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
OWNERS at Kolkata in the presence of:

EXECUTED AND DELIVERED by the
PROMOTER at Kolkata in the presence of:

EXECUTED AND DELIVERED by the
ALLOTTEE/PURCHASER 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 Residential Unit/Unit from
the Allottee/Purchaser.

(Promoter)

Witness:

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

BETWEEN

ALLOTROPE (INDIA) PVT. LTD. & ORS.
... OWNERS

AND

MERLIN PROJECTS LTD.
... PROMOTER

AND

MR. _____
... ALLOTTEE/PURCHASER

DEED OF SALE

Residential Unit being No.____,
'Aquaville Aviary'
Ramkrishnapur/Kriparampore
South 24 Parganas