

1. Date:_____

2. Nature of document: Deed of Sale.

3. Parties:

3.1 Owner/Promoter: **ALLOTROPE (INDIA) PVT. LTD.**
(PAN:_____), having its registered office at Mouza-
Kriparampur, P.S.-Bishnupur, Dist-South 24 Paraganas,
Diamond Harbour Road Pin - 743503, represented by its
Authorised Signatory _____, of the **FIRST PART**;;

3.3 Purchaser/Allottee: **Mr.** _____
(PAN:_____)(Aadhar No. _____) son of Mr.
_____, by occupation Service, faith Hindu, Citizen
of India, residing at _____, P.O.
_____, P. S. _____, Kolkata - 700 0____, of the
SECOND PART.

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

3.5 The terms Owner shall mean the Transferor.

4. Background:

4.1 Whereas the Owner herein is the owner and recorded owner of the
various pieces and parcel of land in Mouza - Ramkrishnapur, J.L.
No.70, Police Station Bishnupur, District South 24 Parganas, Pin-
743503, more fully and particularly mentioned in **Schedule-A**,
hereinafter referred to as the "said Premises" and plan for the
project out of the said premises (project land area) is more fully
and particularly mentioned in **Schedule-B** appearing in this deed.

4.4 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 and based on the said sanctioned Plan
and the Owner has completed construction of the *Residential Unit*
and the Ramkrishnapur Borhanpur Gram Panchayat (RBGP) 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-I' more fully mentioned in **Schedule-C**.

- 4.5 By a Sale Agreement morefully mentioned in **Schedule-D** the Owner has sold one Residential Unit at 'Aquaville-I' more fully described in the **Schedule-D1**, to the Allottee herein, and by executing and registering this Deed of Sale the Owner is conveying /transferring the said Residential Unit in favour of the Allottee.

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 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/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 Owner herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner (Transferor) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee 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 herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this Deed, subject however, to the rights reserved by the Transferor, the Allottee shall have every right to sell, gift, lease and transfer the same.

7.1.2 Right to use the common 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 Owner or similar type of projects developed by the Landowners of adjacent and contagious 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:

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

7.2.3 The Allottee has been and is aware, common areas/services of the said Residential Complex will also be used by the Allottees 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 contagious 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, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owner.

7.3 Covenants and Rights of Transferor:

7.3.1 The Transferor confirm that the title to the Premises is marketable

and free from all encumbrances and the Transferor have good right, full power and absolute authority to sell, transfer and convey the said Residential Unit, as mentioned in **Schedule-D1**.

7.3.2 That at the costs and requests of Allottee, the Transferor shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

7.3.3 The Owner shall rectify all reasonable construction related defects in the said Unit, if any, brought to the notice of the Owner, 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 Transferor shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the /equipments (e) accident (f) Allottee 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 Transferor/ Facility Management Company.

7.3.5 The Owner 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 Owner/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 Owner has handed over possession of the 'Said Unit' as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully

satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Unit against the Transferor.

**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 Kripampore 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 - Kripampore, 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
		82.23	

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

The Ramkrishnapur Borhanpur Gram Panchayat (RBGP) has provisionally sanctioned a plan for construction of 13 Residential Unit, at the Said Premises, vide Sanction Building Plan No. _____ dated _____. The Owner on the basis of above mentioned plan, has completed construction of the Said Unit and RBGP has granted completion certificate bearing No..... dated.....

SCHEDULE - C
(Residential Complex)

All that the newly constructed Residential Housing Complex 'Aquaville-I', 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 Owner has entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Residential Unit more fully described in the **Schedule-D1**.

SCHEDULE -D-1
(Subject Matter of Sale)
The Said Unit

ALL THAT the Residential Unit being No. _____, having Plot of Land measuring _____ decimals comprised in RS/LR Dag No. (____ decimals) RS/LR Dag No. (____ decimals) under LR Khatian No. 3408, of Mouza

Ramkrishnapur, J. L. No. 70, P.S. Bishnupur, Dist. South 24 Parganas, Pin – 743503, within the jurisdiction of Ramkrishnapur Borhanpur Gram Panchayat, with a ____ storied Bungalow/ Row House having a total Built-up Area_____ sq. ft. corresponding carpet area _____ sq. ft. (excluding Balcony & open Terrace with right to use the common areas/services, more fully mentioned in *Schedule E*, of the said project 'Aquaville-I, under construction and the same is butted and bounded as follows:

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

**SCHEDULE - E
 (Consideration)**

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

Rs. xxxxxxxxx

Total:

Rs. xxxxxxxxx

(Rupees) only.

**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 Owner 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.
4. 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**.
5. None of the Residential Units shall be partitioned by metes and bounds by dividing an Residential Unit, for the purpose of sale of such part/s of the said Residential Unit.
6. The Allottees/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 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 said Unit. Make any construction in the open areas of the 'Said Plot of Land sold to the Allottee and not to make any further constriction 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.
- 1.7 Change the exterior colour scheme of the '*Said Unit*' and repaint the same at the interval of three 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 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 on any account herein contained by the Owner 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 Owner 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 shall:

- 2.1 Co-operate in the management and maintenance of the Residential Complex 'Aquaville-I'.
- 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 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.

- 2.6 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 three years.
- 2.7 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.
- 2.8 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.
- 2.9 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 shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.10 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferor 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 in Aquaville 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 2029. 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 MGMSPL based on the estimated amount of expenses to be incurred for the Maintenance of Common Services based on the actual expenses incurred by MGMSPL 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 Aquaville 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 MGMSPL 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 TO PAY**

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

- i)to discontinue the supply of electricity to the "Said Unit".
- ii)to disconnect the water supply
- iii) not to allow the usage of common areas and facilities either by Allottee, 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 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 Owner/Association to realize the due amount from the Allottee.

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

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Units and for that the Allottee shall authorize/empower the Owner by giving a Power of Attorney in favour of its representative, failing which the Owner 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 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 shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Allottee of Impositions and Penalties in respect of the said 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 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 Residential Unit/Unit from the Allottee.

(Owner)

=====

DATED THIS DAY OF 20__

=====

BETWEEN

ALLOTROPE (INDIA) PVT. LTD.

... OWNER

AND

.....
... ALLOTTEE

DEED OF SALE

Residential Unit being No. ...,
'Aquaville-I'
Ramkrishnapur
South 24 Parganas