

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day
2019

by and BETWEEN

BRL ESTATES LLP (PAN-AAPFB7381J) being a limited liability partnership concern as defined in the Companies Act 2013, having its principal place of business at premises no. 31, Indra Biswas Road, police station- Tala, Post Office – Belgachia, Kolkata-700037, represented by its Designated Partner **Mr. Laxman Jaiswal (PAN-ACSPJ6338E) (Aadhaar No- 6514 6176 8129)** son of Late Basdeo Jaiswal, by faith Hindu, by occupation business, by nationality Indian, presently residing at premises no. 31, Indra Biswas Road, Kolkata-700037, P.O. Belgachia, P.S.- Tala, Dist: North 24 Parganas, West Bengal, (by a resolution of the Board of Partners of the Partnership concern dated 03/11/2016), hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or made repugnant to the context be deemed to mean and include its successors-in-interest, legal representatives, transferees and assigns) of the **FIRST PART**

AND

1) **Mrs**..... (PAN-.....) (Aadhaar No-.....) wife of Mr., by faith by occupation by Nationality and 2) **Mr.** (PAN-) (Aadhaar No-) son of by faith by occupation by nationality both residing at herein after referred to as the **ALLOTTEE** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her, heirs, successors, executors, administrators, nominees, legal representatives and/or assigns) of the **SECOND PART.**

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party” in this Agreement.

DEFINITIONS:-

For the purpose of this Agreement for Sale, unless the context otherwise require,

- a) “Act” means the West Bengal Housing Industry Regulation Act., 2017, (West Bengal Act. XLI of 2017).
- b) “Rules” means the West Bengal Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act. 2017,
- c) “Regulations” means the Regulation made under the West Bengal Housing Industry Regulation Act. 2017,
- d) “Section” means a section of the Act.

WHEREAS

A. The Promoter herein is the absolute owner by separately purchased for valuable consideration the lands of 7 persons/owners through 7 nos. of

conveyances which are all registered in the office of the A.D.S.R. Bidhannagar, North 24 parganas, West Bengal, copied in Book I in the following manner.

Date	Vendor	C.D. Vol. No.	Pages	Being No.	Area Purchased
22.07.2013	Siddhartha Nag	7	1802 to 1815	2274/2013	4 cottahs 3 chittaks 39.51 sq. ft.
22.07.2013	Smt. Sarbani Pal	7	2284 to 2298	2298/2013	8 cottahs 7 ch. 34.03 sq. ft.
22.07.2013	Samar Nag	7	2327 to 2338	2305/2013	33 cottahs 15 ch. 1.14 sq. ft.
22.07.2013	Moni Mohan Ganguly	7	2270 to 2283	2297/2013	32 cottahs 1 ch. 42.07 sq. ft.
22.07.2013	Sibram Nag	7	1816 to 1827	2275/2013	3 cottahs 10 ch. 8.15 sq. ft.
22.07.2013	Satyanarayan Soni	7	2313 to 2326	2304/2013	16 cottahs 15 ch. 3 sq. ft.
22.07.2013	Dilip Seth	7	2299 to 2312	2299/2013	16 cottahs 5 ch. 36.72 sq. ft.

The total amalgamated land of a single consolidated plot being allotted the **Holding No. AS/275/BL-A/13-14 by the Bidhannagar Municipal Corporation** of area is **115 cottahs 8 chittaks 39 sq.ft.** and in this behalf the Bidhannagar Municipal Corporation has issued its **Mutation Certificate No. 69062 dated 01.08.2013** in favour of the Promoter.

B. The said land is earmarked for the purpose of buildings project for commercial/residential/ any other purposes, comprising multi storied

apartment buildings and commercial spaces and the said project shall be known as **ASCON ERA**.

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect of the right, title and interest of the Promoter regarding the said land on which Project ASCON ERA is to be constructed have been completed.

D. The A.O. & S.D.O. Barasat of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 (West Bengal Act XX of 1993) has issued the said Promoter/Company Construction Permission vide memo no. **11/PERM/BST dated 26/08/2014** with registration number being **157/PERM/BST dated 19/08/2014** and also a promoter licence vide memo number **11/Promoter/BST dated 26/08/2014** with registration number being **135/BST/2014 dated 19/08/2014**.

E. The promoter has obtained the final lay out plan, sanctioned plan, specification and approval for the Project and also for the apartment, plot or building, as the case may be from Bidhannagar Municipal Corporation (BMC). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the Project namely ASCON ERA Under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registered on which is particularly described in the Schedule "A" and "B".

G. The allottee has applied for an apartment in the Project vide an application no. dated and has been allotted apartment no. Having Super Builtup area of square feet [Carpet Area..... sq.ft], type on floor in the Block No along with a covered parking no admeasuring 135 sq.ft., in the Basement/ Ground Floor as permissible under the applicable law and of proportionate share in the

common areas (“Common Areas”) as defined under clause (m) of Section-2 of the Act.,(thereafter referred to as the “Apartment” more particularly described in Schedule C and the floor plan or the apartment is annexed hereto).

H. Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. the detailed herein.....

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., application to the Project ASCON ERA.

K. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations conditions appearing hereinafter.

L. In accordance with terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and Allottee hereby agrees to Purchase the Apartment and the Basement/ Ground floor covered parking if applicable as specified in paragraph G.

NOW THEREFORE, in accordance of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:-

1. TERMS: -

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in Paragraph G.

1.2 The Total Price for the Apartment based on the Carpet area is Rs...../- (Rupees.....only)

Block/Building/Tower no..... Apartment no..... Type..... Floor.....	Rate of Apartment per square feet,
Rs.....	
Total price in Rupees	

AND if applicable

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price in Rupees,,,,,,,,,,,,,,,,,,,,,	

Explanation:-

- i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- ii) The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottee or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act., the same shall not be charged from the allottee;

- iii) The promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notification together with dates from which such taxes/levies etc. have been imposed or become effective:
- iv) The Total Price of Apartment includes recovery of price of land, construction of Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, granite/tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 **Total Price is escalation-free** and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charge which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for enclose the said notification/order/rule/regulation to that effect along with the demand letter being issue to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the Scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act., the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ("Payment Plan").

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @5% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to all Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "H" and common amenities and expenses at Schedules "E" and "F" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.
- Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 That the Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy "certificate" is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be

made at the same rate per square feet as agreed in Para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledge, the Allottee shall have the right to the Apartment as mentioned below:-

- i) The Allottee shall have exclusive ownership of the Apartment.
- ii) The Allottee shall also have undivided proportionate share in the Common Area. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only Apartment but also) the Common Area, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, granite/tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes price for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his/her apartment as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ unit No- on Floor of Block along with Basement/Ground covered parking shall be treated as a single

indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project Covering the said land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan, and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, Banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees, or any of the liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs..... (Rupees.....) only as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein Provided that if the allottee delays in payment

towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments on written demand to the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/C Payee cheque/demand draft/ Bankers cheque or online payment) as applicable in favour of **BRL Estates LLP** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid in Foreign Exchange Management Act.1999, Reserve Bank of India Act. 1934 and the Rules and Regulations made there under or any statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payment acquisitions/sale/transfer of immovable properties in India etc. and provided the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligation under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement made in accordance with the provisions of Foreign Exchange Management Act. 1999, or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act. 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibilities in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully

indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any heads of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE: -

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such

plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Bidhannagar Municipal Corporation and shall not have option to make any variation/alteration modification in such plans, other than in the manner provided under the Act., and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment/ Unit No-____ on ____ Floor of Block-_____, The Promoter agrees and undertakes that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of this Agreement. the Promoter assure to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31/12/2021 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc.

against the Promoter and that the Promoter shall be released and disclosed from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession**____ The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the **possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. (Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate).** The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 Failure of Allottee to take Possession of Apartment/ Unit No-..... on Floor of Block-..... Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in Para. 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified as specified in para 7.2.
- 7.4 **Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over

the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

(Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottee or the competent authority, as the case may be, within thirty days after obtaining the completion certificate).

7.5 Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, **the promoter herein is entitled to forfeit the booking amount paid for the allotment.** The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6 Compensation: The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1: or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act., or for any other reason, **the Promoter shall be liable, on demand to the allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate**

prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the promoter to the allottee within forty five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee as follows:-

- i) The Promoter has lawful rights and marketable title with respect to the said Land, the requisite right to Carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii) The Promoter has lawful rights and requisites approvals from the competent Authority to carry out development of the Project.
- iii) There are no encumbrances upon the said land or the Project.
- iv) There are no litigations pending before any Court of law or Authority with respect to the said land, Project or the Apartment.
- v) All approval, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the

right, title and interest of the Allottee created herein, may prejudicially be affected.

- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the right of Allottee under this Agreement.
- viii) This Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.
- x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Properties.
- xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rate, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, other notification (including any notice for acquisition or requisition of the

said property) has been received by or served upon the Promoter in respect of the said land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :-

9.1 Subject to the Force Majeure clause, the Promoter shall be considered of Default, in the following events:

- i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para' ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specification certificate, as the case may be, has been issued by the competent authority.
- ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest or
- ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate

prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within 45 (forty-five) days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (Three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated. Provided that the promoter shall intimate the allottee about such termination atleast 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within **3 months** from the date of

issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee.

Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential service in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, shall be the duty of the Promoter to rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottee shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottee and/or maintenance agency to enter into the Apartment 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.

14. USE:

Use of Basement and Service Area: The basements and service areas, if any, as located within the project ASCON ERA shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the services, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repairs and maintain the same in a fit and

- proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board name-plate, neon light, publicity material or advertisement materials etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the commons passages or staircase of the Building. The Allottee shall not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATION ETC. BY PARTIES:-

The parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION:

The Promoter undertakes that it has no right to make additions or to put up additional structures anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclose, except for as provide in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Building.

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in.....

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registraras and when intimated by the Promoter. If the Allottees fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which is not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT :

This Agreement, along with its Schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/Building, as the case may be.

22. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE :

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE

WHEVER REFERRED TO IN THE AGREEMENT :

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of the entire Apartment in the Project.

27. FURTHER ASSURANCE :

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee inafter the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar

at Hence this Agreement shall be deemed to have been executed at

29. NOTICE :

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below.

.....name of Allottee,
.....(Allottee Address)

M/SPromoter name,
.....(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES :

That in case there are joint Allottee all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee in respect of the apartment, or building, as the case may be, shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW :

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon to the terms and conditions of this Agreement, including the interpretation and

validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act. 1996.

SCHEDULE "A" ABOVE REFERRED TO:-
(Description of the Mother Premises)

ALL THAT the piece and parcel of vacant housing complex land measuring totally 115 cottahs 8 chittaks 39 sq.ft in R.S. & L.R. Dag No. 4277, 4278, 4279 (P), 4280(P), 4280, 4281, 4282, 4283 and 4284 lying and situated at Mouza Gopalpur, J.L. No.2 R.S. No.140 L.R. Khaitan Nos. 10494 Police Station- Airport, (Previously Rajarhat) A.D.S.R Bidhan Nagar, District Registrar- Barasat II within Ward No. 5 (currently ward No-4) within the limits of Rajarhat Gopalpur Municipality and now it is under the Bidhan Nagar Municipal Corporation, District-24 Parganas, (North) Kolkata - 700136 of which 115 cottahs 8 chittaks 39 sq. ft have been recorded in the name of M/S BRL Estates Pvt Ltd, now it is known as **M/S BRL Estates LLP.**, represented by its director Mr. Manoj Khemka in the recorded of rights delineated in red border in the map or plan annexed hereto such that the description in the map or plan shall have precedence and/or over-reading effect and butted and bounded by

On the North : By P.W.D Main Road (211 Bus Route Salua To Gopalpur)

On the South : By Dag No. 4267, 4273 and 4277 (P)

On the West : By Dag No. 4278 (P) and 4279 (P)

On the East : By Dag No. 4285,4288 and 4289.

SCHEDULE "B" ABOVE REFERRED TO:
(Description of Tower)

ALL THAT the mother premises described in the schedule herein above having land area of 115 cottahs 8 chittaks 39 sq. ft. of housing complex

classified land TOGETHER with the B+G+XII storied building standing thereon having total constructed area of 2,49,358 sq.ft constructed in 2020 and having LIFT with pucca roof.

SCHEDULE "C" ABOVE REFERRED TO:-

(Description of the unit to be sold)

PART -I

ALL THAT one self contained independent flat of vitrified tiles flooring being flat no. in Tower on floor in "**ASCON ERA**" consisting of numbers of bedrooms, One drawing cum dining, One Kitchen, One Balcony, One sky Terrace, Attached Toilet, One Common Toilet containing super built up area of sq.ft together with the corresponding proportionate undivided impartible share and interest of ownership in the land of the said Tower described in the second schedule above and rights of common user, common enjoyment and common utilization of common facilities including lift use and common convenience that are detailed in the fourth schedule herein below.

PART - II

ALL THAT said car parking space of **110 sq.ft** in Basement / Ground covered at the said block described in the second schedule above.

SCHEDULE "D" ABOVE REFERRED TO

(Schedule of Payment)

- | | |
|---|-----|
| a) On booking of the flat | Rs. |
| b) Payment immediately on or before execution of this Agreement | Rs. |
| c) On casting of roof- Ground floor | Rs. |
| d) On casting of roof- 1 st floor | Rs. |

e) On casting of roof-2 nd floor	Rs.
f) On casting of roof- 3 rd floor	Rs.
g) On casting of roof- 4 th floor	Rs.
h) On casting of roof- 5 th floor	Rs.
i) On casting of roof- 6 th floor	Rs.
j) On casting of roof- 7 th floor	Rs.
k) On casting of roof- 8 th floor	Rs.
l) On casting of roof- 9 th floor	Rs.
m) On casting of roof- 10 th floor	Rs.
n) On completion of brick work, plaster and flooring within the apartment	Rs.
o) On completion of electrical and sanitary within the apartment	Rs.
p) On notice of possession & registration.	Rs.
---	----- Rs. -----
--	

(Rupees

) only

SCHEDULE "E" ABOVE REFERRED TO;**(Common areas, common facilities and common convenience)**

1. Main entrance gate, and vacant side space and back space for passage and/or egress and ingress only and other passage inside the building necessary for egress and ingress only and the entire external surface of the particular building block in which the said unit is located.
2. Staircase and staircase landings upto the roof but not the roof for exclusive use of the purchasers, as the roof will be the exclusive property of the Developer.
3. Electric meter room and transformer if installed and generator room and generator if installed, lift, mechanism and machinery, if installed.

4. Entire water supply system including motor pump, underground water reservoir, overhead tank and lines locating to the unit sold.
5. Entire drainage system of the building.
6. Entire external boundary wall of the 5 building blocks.
7. Pump room, and lift room if lift is installed.
8. Durwan's quarter, caretakers quarter, office of association for maintenance.
9. Any other area of facility utilized for the common benefit of all occupiers.

PART-II
Easement Rights

- 1) Right of uninterrupted access to and from the flat.
- 2) Right of user of main entrance, common passages, Staircase, landing passages and common areas.
- 3) Opening and closing of door and windows of the flat uninterruptedly.
- 4) Use of stair case and Lifts.
- 5) Fixing of T.V Antenna on roof top.
- 6) Electrical Meter and other electrical accessories provided in the flat.

SCHEDULE "F" ABOVE REFERRED TO:
(Common Expenses)

1. Proportionate share of Municipal taxes till the unit is separately assessed.
2. Proportionate share of cost for:
 - a) Salaries of sweeper, Durwan, caretaker and other personal for upkeep the cleaning, running of pump etc.
 - b) Costs of cleaning repairing white washing, painting and upkeep of the common areas.
 - c) Cost of electricity for running of the electric motor pump and for lighting of the common areas including costs of repairs and replacement as may be necessary.

- d) Cost of maintaining, repairing and replacing of parts etc. of the lift.
- e) Cost of fuel, running, maintenance, repairs and replacement of Generator.
- f) Cost of insurance premium and charges for any other statutory licenses fees etc.
- g) Any other cost and expenses meant for the common benefit of all unit holders and/or occupiers of the mother premises.

SCHEDULE "G" ABOVE REFERRED TO:
(Restriction to be observed by the unit holders)

1. Purchaser's shall not have any right of side spaces and/or back space. Provided that side space and back space may be used for egress and ingress only.
2. The purchaser shall not use the said unit except for commercial / residential purpose and the said car parking space only for parking vehicles.
3. Purchaser's shall not paint the exterior of the said unit in a manner that is not in consonance of the other colour scheme of entire premises.
4. Purchaser shall not do any cooking except by gas or by electricity.
5. Purchaser shall not keep any pet in the said unit which shall come out of the said unit.
6. Purchaser shall not park any vehicle, scooter or two wheeler or any other vehicle in any common passage or in the side or back spaces.
7. Purchaser's shall not do any act whereby structural stability of the said block is impaired or the rights of any other occupier is interfered with.
8. Purchaser's shall not affix any name plate and/or board except in the space provided for the purpose.
9. The purchaser shall punctually pay the periodic maintenance charges or else the purchaser shall be disentitled to obtain common benefits and common convenience.
10. The purchaser shall punctually pay proportionate share of Municipal taxes, till the said unit is separately assessed.

11. The purchaser shall always act in a spirit of co-operation and shall be bound to be a member of the body or society formed for future maintenance and obey its rules.

SCHEDULE "H" ABOVE REFERRED TO
(Specification of construction and building materials)

1. Nature of construction: R.C.C column structure as per design by structural Engineer
2. Brick work: 8" thick for main walls 3" thick for proportion walls.
3. Door: All doors frames will be wooden. All doors to be of flush door and main door will be of Teak Finish one side lock as Night Latches on main door only.
4. Windows: All windows will be of Aluminum / PVC window fitted with glass and necessary accessories.
5. Kitchen: Cooking platform and sink with granite floor 2'-0' skirting on wall with colored glazed tiles in front of cooking platform to protect the oil spots. Two bib cock.
6. Flooring: All rooms, kitchen and bathroom would be finished with vitrified tiles in the floor.
7. Toilets: Each flat consists of Indian/Western Type Water Closet with shower Basin, two bib cock, one Pan. One geyser connection will be provided in one bathroom only. These appliances will be made of Jaguar/Essco.
8. Wall finish: Wall Putty to inside walls.
9. Painting: Two coat of primer to doors and windows.
10. Out side finish: Two coat super snowcem/equivalent over two coat of cement wash finish.
11. Roof finish: Roof tiles.
12. **Electric connection: Full concealed wiring in all flats. Electric wires will be made of Havells/Finolex and Main switch will be made of Legrand and other switches will be made of Havells. 4 No. & 3 No. of electrical points will be provided in the Kitchen & Bedroom respectively & 2 Nos of electrical points will be provided in Living & Dinning area.**

13. Water supply: G.I. pipes for water supply.
14. Lift: Lift wall, lift machine, room with electric connection will be provided. This lift will be made of **OTIS/MITSUBISHI**.
15. Electric meter: One three phase electric meter will be installed by the Developer for the purpose of common use but the security deposit needed for this purpose will be paid by the owner of the house.
16. Ion Exchange Water Treatment Plant to be provided.
17. Lightening arrestor on the roof top with connectivity to the Earthing Pit.
18. Intercom facilities will be provided for each flat.
19. Fire alarm system with fire protection system will be installed.
20. All appliances will be replaced within the warranty period only.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day month and year first above written.

Signed and delivered in the Presence of the witnesses.

1.

PROMOTER

2.

ALLOTTEE

Drafted by:-

S K Das (Advocate)
2 & 3, K.S. Roy Road, 4th Floor Kolkata-1
Regn. No. WB-712 of 1985

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs...../-(Rupees.....) only being the total consideration as per Memo below:-_

MEMO OF CONSIDERATION

1. Received by cheque being no. dt.....

Drawn on

Rs.

2. Received by cheque being no.dt. ...
 Drawn on..... Rs.
 3. Received by cheque being no. dt.
 Drawn on..... Rs

 -- Rs.

 --
 (Rupees) only

WITNESSES:

- 1.
- 2.

 Vendor /Developer

 DATED THIS DAY OF 2019

BETWEEN

BRL ESTATES LLP

.....Vendor

And-

-
- 1.
 - 2.

..... Purchaser

AGREEMENT FOR SALE

Re:- Flat at ASCON ERA Flat No... on ...th Floor Block-
Areasqft (Super Built Up)[Carpet Area.....]

S K Das (Advocate)
2 & 3, K.S. Roy Road, 4th Floor Kolkata-1
Regn. No. WB-712 of 1985