

DEED OF SALE

THIS DEED OF SALE made on this day 2019,

BETWEEN

BRL ESTATES LLP (CIN no.....) (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, occupation business, 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 Indian and 2) **Mr.** (PAN-) (Aadhaar No-) son of by faith by occupation by nationality Indian 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 **DEED OF SALE**.

DEFINITIONS:-

For the purpose of this Deed of 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. several 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 Vendor.

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

apartment buildings andand the said project shall be known as

C. The Promoter is fully competent to enter into this Deed of Sale and all the legal formalities with respect of the right, title and interest of the Promoter regarding the said land on which Project..... 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/PREM/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..... 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 Under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton.....under registered on

G. The allottee has applied for an apartment in the Project vides an application no.dated.....and has been allotted apartment no. Having carpet area ofsquare feet, type.....onfloor in the Block no..... along with garage/covered parking no.....admeasuringsft., in the, 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 A and the floor plan or the apartment is annexed hereto and marked as Schedule B).

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

I. the detailed herein.....

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

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 Deed of Sale as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and this Allottee hereby agree to Purchase the Apartment and the garage/covered parking if applicable as specified in paragraph G.

M. Having satisfied about the title of the said unit/Flat the Allottee has paid a total marketable price or consideration of Rs...../= (Rupees) only free from all encumbrances as per memo of consideration hereunder written.

NOW THIS INDENTURE WITNESSETH that at and for a consolidated consideration of **Rs** **(Rupees.....)** duly paid by the Allottee to the Promoter (the receipt whereof the Promoter does hereby admit and acknowledge and release and acquit the Allottee as also the said unit/Flat and every part thereof of and from same) the Promoter does hereby grant sell convey transfer/assign and assure unto the Allottee ALL THAT the said unit being the said Flat No. on Floor of the said **Project** Containing super Built up area sq. ft. and car parking space of

Allottee that the Allottee shall be free to use occupy possess enjoy and utilize the said flat/unit for all times to come in future without any let hindrance claim question or demand being raised by the Promoter or in trust or in equity And the Promoter does hereby covenant with the Allottee that at the cost and expense of the Allottee they shall do all acts deeds and things necessary and sign execute and register if necessary all documents and papers that shall be necessary for more perfectly assuring the title of the Allottee in the property hereby conveyed and further that at the cost and request of the Allottee the Promoter shall produce or cause to be produced necessary documents of title other papers and documents relating to the said flat/unit that are being retained by the Owner/Vendor.

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 Deed of Sale, the Promoter agrees to sell the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para 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 includes 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/plot 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, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges 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 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 "D" and Schedule "E" (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.

- 1.5 That the Promoter confirms 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 has been 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. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.
- 1.6 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 allottees 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, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost 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.

1.7 It is made clear by the Promoter and the Allottee agrees that the Apartment..... along with garage/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.

1.8 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.

2. COMPLIANCE OF LAWS RELATING TO REMITTANCES:-

- 2.1 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 he 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.
- 2.2 The Promoter accepts no responsibilities in regard to matters as specified herein. 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 the 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.

3. 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.

4. 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 has developed 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.....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.

- 4.1 **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 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.
- 4.2 **Failure of Allottee to take Possession of Apartment** _____ Upon receiving a written intimation from the Promoter as specified, 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 as provided, such Allottee shall continue to be liable to pay maintenance charges as specified as specified.
- 4.3 **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).

- 4.4 **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.
- 4.5 **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 Deed of Sale, duly completed by the date specified, 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 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.

5. 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 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) 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.
- viii) 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.
- ix) 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.
- x) 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.
- xi) 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.

6. MAINTENANCE OF THE SAID BUILDING/APRTMENT/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.

7. 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, it 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.

8. 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.

9. USE:

Use of Basement and Service Area: The basements and service areas, if any, as located within the project....., 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.

10. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 10.1 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.
- 10.2 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 all those restrictions are hereby described in the Schedule "F".

10.3 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.

11. 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.

12. 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.....

13. PROVISIONS OF THIS DEED OF SALE 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.

**14. METHOD OF CALCULATION OF PROPORTIONATE SHARE
WHEVER REFERRED TO IN THE AGREEMENT :**

Wherever in this Deed of Sale 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.

15. 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.

SCHEDULE "A" ABOVE REFFERED 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;

(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 "E" 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 "F" 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 Allottee 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. Allottee shall not do any cooking except by gas or by electricity.
5. Allottee shall not keep any pet in the said unit which shall come out of the said unit.
6. Allottee shall not park any vehicle, scooter or twowheeler 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 Allottee shall punctually pay the periodic maintenance charges or else the Allottee shall be disentitled to obtain common benefits and common convenience.
10. The Allottee shall punctually pay proportionate share of Municipal taxes, till the said unit is separately assessed.
11. The Allottee 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.

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 BY THE
WITHIN NAMED.**

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 Allottee the within mentioned sum of Rs...../-(Rupees.....) only being the total consideration as per Memo below:-_

- 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

DEED OF SALE

Re:- Flat at ASCON ERA Flat No... on ...th Floor
Areasqft (Super Built Up)

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