

AGREEMENT FOR SALE This Agreement for Sale ("Agreement") executed on this
day of , 2023

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS 8TH DAY OF FEBRUARY, 2024

BETWEEN

KESARINANDAN TRADECOM PRIVATE LIMITED,(CIN- U74900WB2013PTC192308) **(PAN: AAFCK1201P)** an existing company under the Companies Act, 2013 having its registered office at P-38, William Carey Sarney 5th Floor, P.O Hare Street, and P.S- Hare Street, Kolkata 700001 and duly represented by ITS **Director Mr. Nawal Kishor Rathi (PAN- ACRPR5189C)** (AADHAAR 8182 3019 9820), son of Late Hari Kishan Rathi , by Faith Hindu, by Nationality – Indian, by Occupation – Business, residing at 12, Dr. P.K Banerjee Road, Mullick Fatak, P.O & P.S- Howrah- 711101, hereinafter called and referred to as the **FIRST PARTY / LAND OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representatives nominees/ and assigns) of the **FIRST PARTY**.

AND

PANSAS BUILDERS & DEVELOPER PRIVATE LIMITED (CIN- U45400WB2009PTC132327) **(PAN- AAFCP2168J)**, an existing company under the Companies Act, 2013 , having its registered office at CA-15, Block Urvashi Complex, Tarasankar Sarani, City Centre, Durgapur, Dist – Paschim Bardhaman, West Bengal - 713216 represented by one of its **Director MR. KANCHAN SASMAL (PAN: BCAPS6508L)** (AADHAAR : 4318 4539 1367) (Mobile No. 9593500569) son of Late Achinta Kumar Sasmal residing at 2/7, Bharti Road, B-Zone, Durgapur, Dist-Paschim Bardhaman, West Bengal – 713205, hereinafter referred to as the **"Promoter"**. (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

....., hereinafter called the **"Allottee"**. (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees). [Please insert details of other allottee(s), in case of more than one allottee] The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a **"Party"**.

WHEREAS Pran Krishna Das and Kajal Chandra Das @Noni Gopal Das purchased 8.25 decimal Land of R.S. Plot no. 469 of Mouza – Bhiringee from its recorded owners namely Smt. Krishna Mohini Debi, Smt. Khudubala Debi, Smt. Asalata Debi, Sri. Sushil Kumar Nayak and Anil Kumar Nayak vide Deed No. 2032 for the year 1971 of Joint sub-Registrar of Raniganj at Durgapur.

AND WHEREAS Pran Krishna Das purchased R.S Plot No. 468, area 4 Kathas (6.33 Decimal) vide Deed No. 3959 for the year 1990 of ADSR Durgapur.

AND WHEREAS Smt. Laxmirani Das purchased R.S Plot No. 468, area 2.63 Kathas (4.33 Decimal) vide Deed No. 3660 for the year 1990 of ADSR Durgapur.

AND WHEREAS Pran Krishna Das and Kajal Chandra Das@Noni Gopal Das purchased R.S. Plot No. 464 measuring 2.94 Decimal from Amitava Mukherjee vide Deed No. 848 for the year 1982 of ADSR Durgapur.

AND WHEREAS after death of Pran Krishna Das, Kajal Chandra Das @ Noni Gopal Das and Smt. Laxmirani Das, their legal heirs namely sri. Dipak Das, Sri. Mintu Das, Sri. Pintu Das, Smt. Mayarani Das, Smt. Kakali Das, Smt. Kalpana Mondal, Smt. Putul Sarkar, and Smt. Shikha Malakar jointly transferred R.S Plot No. 468 measuring 6.63 Kathas and R.S Plot No. 469 measuring 5 Kathas by way of sale vide DEED No. 2369 for the year 2014 with the ADSR Durgapur in favour of present owner Kesarinandan Trade Com Private Limited. Furthermore, they also transferred R.S. Plot No. 464 measuring 2.94 Decimal by way of Sale vide DEED No. 2370 for the year 2014 of ADSR Durgapur, in favour of present owner Kesarinandan Trade com Private Limited.

AND WHEREAS Jagannath Mukherjee transferred 4 Decimal Land in Mouza - Bhiringee, R.S. Plot No.470, by way of sale in favour of Indranarayan Majhi, vide DEED No. 161 for the year 1976 of the Joint sub-Registrar of Raniganj at Durgapur. Meanwhile Indranarayan Majhi died leaving behind his wife Smt. Namita Majhi, his son Partha Majhi and his three daughters namely Chameli Das, Mitali Badyakar and Smt. Kakali Biswas and they jointly transferred aforementioned land in favour of Kesarinandan Trade com Private Limited vide Sale DEED No. 2978 for the year 2014 of ADSR Durgapur.

AND WHEREAS one Chandi Charan Kar, Mihir Baran Kar, Biswarup Kar, Timir Baran Kar, Sri. Shyamapada Kar, Sri. Haradhan Kar, Sri. Rabindranath Dutta, Sri. Mahadeb Dutta are the L.R recorded owner in respect R.S Plot No. 460, L.R Plot No. 1249, measuring 12 Decimal land of Mouza _ Bhiringee and they jointly transferred aforementioned 12 Decimal Land in favour of Kesarinandan Trade com Private Limited vide Sale DEED No. 7128 for the year 2014 of ADSR Durgapur.

AND WHEREAS Kesarinandan Tradecom Private Limited being the party of the first part became the absolute owner of ALL THAT piece and parcel of land measuring about 35.16 decimal situated at Mouza - Bhiringee, JL No. 119, LR Plot Nos 1241; 1245; 1247; 1248 and 1249; RS Plot No. 464; 468; 469; 470 and 460, P.S. Durgapur, District-Paschim Barddhaman.

AND WHEREAS After purchasing the land areas admeasuring 38.1295 decimals and at the time of recording the land in Record of Rights the same was recorded an area of 35.16 decimals instead of 38.1295 decimals.

AND WHEREAS the present owner recorded their name in LR R-O-R and converted the land from Baid to commercial-Bastu, vide conversion case No. CN/2021/2302/891, from the office of SDL & LRO, Durgapur.

B. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement registered at the office of the A.D.S.R. Durgapur vide deed No-9729 for the year 2022 of A.D.S.R. Durgapur

C. The Said Land is earmarked for the purpose of building One Residential cum Commercial Building which is B+G+8 & another is Residential building which is G+5 storied apartment buildings and the said project shall be known as ' Pansas Regency' ("Project");

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

E. The Durgapur Municipal Corporation has granted the commencement certificate to develop the Project vide Plan No- CB/049/17 OF 2023 -2024 dated 14.06.2023

F. The Promoter has obtained the final layout plan approvals for the Project from Durgapur Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Allottee had applied for an apartment in the Project on _____ and has been allotted apartment no. _____ having carpet area of _____, _____ Square Feet Balcony, **type** - _____ on _____ **Floor** at "**Pansas Regency**" ("Building") along as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as described in Third Schedule.

H. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata, Vide no. _____

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

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable 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 contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the second schedule mentioned flat & parking space as specified in paragraph G;

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

1. **TERMS:** 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 [second schedule mentioned flat & parking space as specified in paragraph G;

The Total Price for the [Apartment/ flat] based on the carpet area is **Rs. (Rupees Only)** ("Total Price") (Give break up and description):

| | |
|--|--|
| Block/Building/Tower No. - Apartment no. - Type Residential/ commercial Floor | Rate of apartment per square feet* Sq. Feet (approx)@ Rs. /- per Sq. Feet (Round of) |
| Total price (in rupees) | Rs. |

[AND]

| | |
|---------------------------------|------------|
| Underneath / Stilt/Open Parking | |
| Garage/ Stilt/Open Parking 2 | |
| Total Price (in rupees) | Rs. |

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Flat];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/flat/ commercial space]: 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;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/flat/ commercial space] includes: 1) pro rata share in the Common Areas; and 2) stilt parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges or Taxes payable to the competent authority and/or any other increase in charges 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 increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect

along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/flat/ commercial space];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/flat/ commercial space] includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the [Apartment/flat/ commercial space / commercial space] along with Stilt parking shall be treated as a single divisible 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 Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Pansas Regency shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 outgoings collected by it from the Allottees or any 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 proceedings which may be taken therefor by such authority or person. The Allottee has paid a sum of

5. TIME IS ESSENCE Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/flat/ commercial space / commercial space] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the [Apartment/flat/ commercial space] and accepted the Payment Plan, floor plans, layout plans [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. 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 Jemmua Gram Panchyat & Paschim Bardhaman Zilla Parishad and shall not have an 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 the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT/ COMMERCIAL SPACE

7.1 Schedule for possession of the said [Apartment/flat/ commercial space]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/flat/ commercial space] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/flat/ commercial space / commercial space] on 31.12.2028 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/flat/ commercial space], 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. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged 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/flat/ commercial space], to the Allottee in

terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/flat/ commercial space] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 60 (Sixty) days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of [Apartment/flat/ commercial space]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/flat/ commercial space] 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/flat/ commercial space] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee – After obtaining the occupancy certificate and handing over physical possession of the [Apartment/flat/ commercial space] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his 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 compensation under this section 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/flat/ commercial space] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 allottees, 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/flat/ commercial space], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at

the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/flat/ commercial space].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Promoter/ Landowners has absolute, clear and marketable title with respect to the said Land; the requisite rights 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 requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/flat/ commercial space];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/flat/ commercial space] 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/flat/ commercial space] 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/flat/ commercial space] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/flat/ commercial space] 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/flat/ commercial space] to the Allottee and the common areas to the Association of the Allottees;

(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 Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, 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;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, 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;

(xiii) That the property is not Waqf property.

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/flat/ commercial space] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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.

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 penal 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 specified in the Rules within 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 shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/flat/ commercial space].

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 two 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 specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from

the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Flat] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT The Promoter, on receipt of complete amount of the Price of the [Apartment/flat/ commercial space] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/flat/ commercial space] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT The Promoter shall be responsible to provide and maintain essential services in the Project till the handover of the schedule mentioned flat to the allottees. The cost of such maintenance has not been included in the Total Price of the [Apartment/flat/ commercial space].

12. DEFECT LIABILITY It is agreed that in case any structural defect or any other 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 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the [Apartment/flat/ commercial space] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/flat/ commercial space] 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.

15. USAGE: The service areas, shall be earmarked for purposes such as parking spaces and services including but not limited to electric 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 in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/flat/ commercial space / commercial space] 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/flat/ commercial space / commercial space], or the staircases, 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/flat/ commercial space / commercial space] and keep the [Apartment/flat/ commercial space], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair 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. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material 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/flat/ commercial space / commercial space] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/flat/ commercial space / commercial space]. 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE :

The Allottee is entering into this Agreement for the allotment of a [Apartment/flat/ commercial space] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/flat/ commercial space], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/flat/ commercial space]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS : The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE: After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/flat/ commercial space] 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/flat/ commercial space / commercial space].

20. APARTMENT OWNERSHIP 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,1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. 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- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance 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 if 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.

22. 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/ Flat/building, as the case may be.

23. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

24. 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/flat/ commercial space / commercial space], in case of a transfer, as the said obligations go along with the [Apartment/flat/ commercial space / commercial space] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE: 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 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. Failure on the part of the Promoter 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.

26. 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 or 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 thereunder 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/flat/ commercial

space / commercial space] bears to the total carpet area of all the [Apartments/Flats] in the Project.

28. FURTHER ASSURANCES: 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.

29. PLACE OF EXECUTION : The execution of this Agreement shall be complete 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, in Durgapur after 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. Hence this Agreement shall be deemed to have been executed at Durgapur.

30. NOTICES: 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:

.....(Allottee Address) & **“PANSAS BUILDERS & DEVELOPER PRIVATE LIMITED**, an existing company under the Companies Act, 2013 , having its registered office at CA-15, Block Urvashi Complex, Tarasankar Sarani, City Centre, Durgapur, Dist – Paschim Bardhaman, West Bengal - 713216 (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.

31. JOINT ALLOTTEES: That in case there are Joint Allottees 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.

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 laws of India for the time being in force.

33. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation 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 through the Adjudicating Officer appointed under the Act. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

THE FIRST SCHEDULE ABOVE REFERRED TO:

ENTIRE PREMISES

ALL THAT piece and parcel of land measuring about **35.16 (Thirty Five point One Six) Decimal** but as per physical measurement 38.1295 (Thirty Eight Point One Two Nine Five) situated at **Mouza – Bhiringee**, JL No. 119, R.S. Plot No. 464; 468; 469; 470 and 460 , **L.R Plot No.1241 measuring 6.66 decimal; L.R Plot No 1245 measuring 3 decimal; L.R. Plot No-1247 measuring 9.5 decimal; L.R. Plot No-1248 measuring 4 decimal; and L.R. Plot No-1249 measuring 12 decimal, Comprised in L.R. Khatian No. 11039**, R.S. Khatian No. lying and situated at the aforesaid within the limits of the Durgapur Municipal Corporation, Ward No-14, Holding No-N/93, Assessment Slip No- 3309402986964, and which is butted and bounded as follows:-

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART – I

'SAID UNIT/FLAT'

Complex Name: "Pansas Regency"

Flat No. :

Floor :

Carpet Area :

Balcony :

Covered area :

Super Built Up/ saleable area :

Type of Parking space: Stilt

Area of the Parking space: 135 Sq. Ft.

BUTTED AND BOUNDED BY:

ON THE NORTH :- Plot No. 459 of Tushar Kanti Korar and Others

ON THE SOUTH :- Darin and thereafter G. T. Road

ON THE EAST :- Plot No. 461 of Anjali Kumar and Tarun Kanti Kumar

ON THE WEST :- 4 feet wide passage and thereafter Plot No. 471

Floor Plan of the Apartment Annexed in Separate sheet which shall be considered a part & parcel of this deed.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON PORTIONS)

SECTION A:

Common Areas and Installation in respect whereof only right of user in common shall be granted:

- ✓ Open space
- ✓ Stair case & landing
- ✓ Lift & Lobby
- ✓ Drive way from rear and front

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PAYMENT SCHEDULE for Block-A(B+G+8)

| State of Completion | Payment Terms |
|--|----------------|
| At the time of Booking Amount | Rs. 1,00,000/- |
| At the time of Agreement of Sale (Less Booking Amount) | 10% |
| Foundation | 15% |
| Ground Floor roof casting | 15% |
| On completion of 1 st floor slab | 05% |
| On completion of 2 nd floor slab | 05% |
| On completion of 3 rd floor slab | 05% |
| On completion of 4 th floor slab | 05% |
| On completion of 5 th floor slab | 05% |
| On completion of 6 th floor slab | 05% |
| On completion of 7 th floor slab | 05% |
| On completion of 8 th floor slab | 05% |
| On Brick work | 10% |
| On starting of external plaster | 5% |
| On notice of registry | 5% |

GST or any TAX will be payable by the allottee extra as per GOVT. rules as applicable.

PAYMENT SCHEDULE for Block-B(G+5)

| State of Completion | Payment Terms |
|--|----------------|
| At the time of Booking Amount | Rs. 1,00,000/- |
| At the time of Agreement of Sale (Less Booking Amount) | 10% |
| Foundation | 15% |
| Ground Floor roof casting | 15% |

| | |
|---|-----|
| On completion of 1 st floor slab | 10% |
| On completion of 2 nd floor slab | 10% |
| On completion of 3 rd floor slab | 10% |
| On completion of 4 th floor slab | 10% |
| On Brick work | 10% |
| On starting of external plaster | 5% |
| On notice of registry | 5% |

GST or any TAX will be payable by the allottee extra as per GOVT. rules as applicable.

FIFTH SCHEDULE

Specifications, of Building

| | | |
|------------------------|---|--|
| Structure | : | RCC framed construction with infill Red brick walls wall. |
| WALLS | : | Conventional Red brick work, Internal Walls Cement Plastering overlaid with smooth, |
| WALL FINISH | : | Interior – Wall Putty Exterior – Combination of weather coat |
| FLOORING | : | Vitrified Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles. |
| KITCHEN | : | Kitchen platform made of Granite Slab, Glazed tiles, up to the height of two feet from the platform. Stainless steel sink. |
| TOILET | : | Anti skid ceramic Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 6 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work. |
| DOORS | : | Door with tough timer frames and solid-core flush shutters, and PVC door in toilet & Kitchen. |
| WINDOWS | : | Aluminum frames with fully glazed shutters and quality fittings. |
| WIRING | : | Standard concealed wiring for electricity. Average 25/30 Nos Points for 2 BHK/3 BHK |
| ELECTRIC METER | : | Individual meter for each unit by individual cost. |
| AMENITIES | : | Adequate standby generator for inside Flats (Commercial), Common areas, services. Lift provided for every floor in the building. |
| WATER SUPPLY | : | 2 no. Submersible & 1 no. Reserver water supply and other sources. |
| ELEVATOR | : | Elevator with Reputed makes. |
| DG POWER | : | Alternate power back-up for common area and lift only and Inside of the flats. |
| Fire Protection | : | Fire Extinguishing Equipment at Common Space and Commercial Units. |

SIXTH SCHEDULE

(Covenants)

The Allottee covenants with the Transferor/Promoter (which expression includes the body of apartment transferees of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. Satisfaction of Allottee: The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Transferor, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Transferor and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. Allottee Aware of and Satisfied with Common Areas and Specifications: The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Said Complex and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project save and except the Said Apartment And Appurtenances.
3. Facility Manager: The Promoter shall hand over management and upkeep of all Common Areas to a professional kid lily management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and renderspecified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3)the Allottee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Allottees of the Said Complex/Whole Project.
4. Allottee to Mutate and Pay Rates & Taxes: The Allottee shall (1) pay the Panchyat Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes")(proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. Allottee to Pay Common Expenses/Maintenance Charges: The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon

- formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Transferor/Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Transferor/Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.
 7. Transferor/Promoter's Charge/Lien: The Transferor shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Allottee to the Transferor provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Transferor shall stand extinguished on the financial institution clearing all dues of the Transferor.
 8. No Obstruction by Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of block/building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
 9. No Rights of or Obstruction by Allottee: All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
 10. Variable Nature of Land Share and Share In Common Portions: The Allottee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/ Real Estate Project is recomputed by the

Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

11. Allottee to Participate in Formation of Association and Apex Body: The Allottee admits and accepts that the Allottee and other intending Allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all block/building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("Apex Body"). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment Allottee will be entitled to cast a vote irrespective of his/her/it's size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.
12. Obligations of Allottee: The Allottee shall:
 - (a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
 - (b) Observing Rules: observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said agreement.
 - (c) Block/Building, the Real Estate Project, the Whole Project and the Said Complex.
 - (d) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Said Apartment and Appurtenances and the Common Areas from the possession date.

- (e) Meter and Cabling: be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment Allottees. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee
- (f) Residential Use: use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (g) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (h) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said

Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (i) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (j) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Agreement
- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Facility Manager/Association/ Apex Body:** not
- (n) obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property (excepting the Said Apartment and the Said Parking Space, if any).
- (o) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

- (p) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
- (q) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- (r) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (s) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (t) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment
- (u) No Floor Damage: not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (v) No Installing Generator: not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (w) No Use of Machinery: not install or operate any machinery or equipment except home appliances.
- (x) No Misuse of Water: not misuse or permit to be misused the water supply to the Said Apartment.
- (y) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (z) No Hanging Clothes: not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (aa) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory.

IN WITNESS WHEREOF parties hereinabove named have set the irrelative hands and signed this Agreement for Sale at DURGAPUR in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN:
LANDOWNER

(1) Signature

Please affix
Photographs
and Sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter

(2) Signature

Please affix
Photographs
and Sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED :**Allottee** : (including joint buyers)

(1)Signature

Name

Please affix
Photographs
and Sign across the
photograph

(2) Signature
Name

Please affix
Photographs
and Sign across the
photograph

WITNESSES:

**Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction.**