

ANNEXURE 'A'

See rule 9

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of, 20_____,

By and Between

PROTHAMA LIFESPACE, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **34, Anatheswar Road, Sankar Mission Para, Po. – Krishnagar, Dist. – Nadia, Pin – 741101, West Bengal, (PAN AAZFP5766F)**, represented by its jointly authorized Signatory / Partner **Debapriya Maity**, (Aadhar no. 4452 1080 5127) and **Debjit Brahma**, (Aadhar no. 2599 1693 4209) duly authorized vide **Deed of Partnership ; Clause No. – 5, dated 03.12.2020, vide Deed No. – 130200192 for the year 2020, in ADSR Krishnanagar, Nadia**, authorized vide board resolution dated 29.03.2024 hereinafter referred to as the "**Promoter Cum Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees.

AND

If the Allottee(s) is a company

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____, PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

OR

If the Allottee(s) is a Partnership

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee(s)" (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).

PROTHAMA LIFESPACE

Debapriya Maity
Authorised Signatory

OR

If the Allottee(s) is an Individual

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee(s)" (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).

OR

If the Allottee(s) is a HUF

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, PAN _____), hereinafter referred to as the "Allottee(s)" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

Please insert details of other Allottee(s), in case of more than one Allottee(s)

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The property mentioned in the schedule belonged to Biswanath Nandi, Gopinath Nandi, Birendra Kumar Nandi, Dhirendra Kumar Nandi, Ahindra Kumar Nandi, all sons of deceased Panchulal Nandi and Binapani Nandi, wife of deceased Panchulal Nandi and who recorded their names in R. S. Khatian Nos. 5119/1, 473 and 8508 within Mouza 92, Krishnanagar, under PS Kotwali and used to possess the same by recording their names in the R. O. R.
- B. Thereafter, Binapani Dasi (Nandi), wife of deceased Panchulal Nandi, in respect of her share as she inherited in respect of the aforesaid property executed a registered deed of gift being no. 15114 dated 30.10.1962 in favour of her five sons, namely Biswanath Nandi, Gopinath Nandi, Birendra Kumar Nandi, Dhirendra Kumar Nandi, Ahindra Kumar Nandi and delivered possession in favour of them.
- C. That on the same date, namely Biswanath Nandi, Gopinath Nandi, Birendra Kumar Nandi, Dhirendra Kumar Nandi, Ahindra Kumar Nandi @ Mahindra Kumar Nandi executed a registered deed of partition being no. 15117 on 30.10.1962 before Sadar Joint Sub Registry office at Krishnanagar, for possessing and living on the property in proper way in respect of the property in R. S. Khatian No. 7069, 7071, 7046, 7044, 7045 within Mouza 92, Krishnanagar, under PS Kotwali.
- D. That, as per the deed of partition being 1st Party Biswanath Nandi got "Ka" schedule of property with specification and proper boundary and in the same way Gopinath Nandi

being 2nd party got “Kha” schedule with proper specification, Birendra Kumar Nandi being 3rd party got “Ga” schedule of property with specific demarcation, Dhirendra Kumar Nandi being 4th party got “Gha” schedule of property with proper specified demarcation and Ahindra Kumar Nandi being 5th party got “Unga” schedule of property with specific demarcation of land and use to possess their respective portion of land and it could be mentioned here that the “Cha” schedule of property as mentioned in the deed of partition and in the Map annexed therewith was the common space of all the parties and another mentionable is that 0.25 Dec. in R. S. Plot no. 7069, 4 Dec. in R. S. Plot no 7071, 02.50 Dec. in R. S. Plot no 7046 was remained unpartitioned, which the five parties use to possess in common.

- E. Whereas Ahindra Kumar Nandi executed a registered deed of partition being no 10517 dated 09.12.1975 before the District Sub Register at Krishnanagar in favour of Gopinath Nandi in respect of property i.e. 0.25 Dec. of R. S. Plot no 7069, 01 Dec. of R. S. Plot no 7071, 01 Dec. of R. S. Plot no 7046, 02.50 Dec. of R. S. Plot no 7045 and 04 Dec. of R. S. Plot no 7044 within Mouza 92, Krishnanagar under PS Kotwali and delivered possession in favour of Gopinath Nandi.
- F. Whereas, on the other hand, Gopinath Nandi on the same date, i.e. 09.12.1975 executed a registered deed of gift being no 10518 before the office of District Sub Register at Krishnanagar in respect of 03.50 Dec. of land of R. S. Plot no 7071, 02 Dec. of land of R. S. Plot no 7046 within Mouza 92, Krishnanagar under PS Kotwali in favour of Dhirendra Kumar Nandi and delivered possession to him.
- G. Whereas, Dhirendra Kumar Nandi executed a registered deed of gift being no 10519 dated 09.12.1975 before the office of District Sub Register at Krishnanagar in respect of 0.25 Dec. of land of R. S. Plot no 7071, 02.50 Dec. of land of R. S. Plot no 7046 within Mouza 92, Krishnanagar under PS Kotwali in favour of Ahindra Kumar Nandi and delivered possession to him.
- H. Whereas, during the possession of aforesaid parties, Biswanath Nandi, Gopinath Nandi, Dhirendra Kumar Nandi and Ahindra Kumar Nandi as First Party and Birendra Kumar Nandi as Second Party executed a registered deed of exchange being no 628 dated 27.01.1979 before the office of Joint Sub Register Sadar, Krishnanagar, through which the first party i.e. Biswanath Nandi, Gopinath Nandi, Dhirendra Kumar Nandi, Ahindra Kumar Nandi got 0.31 Dec. of land of R. S. Plot no 7069 and the second party Birendra Kumar Nandi got 0.41 Dec. of land of R. S. Plot no 7069 within Mouza 92, Krishnanagar under PS Kotwali.
- I. Whereas, during his possession Gopinath Nandi executed a registered deed of gift being no 4470 dated 11.06.1992 in respect of 0.25 Dec. of land of R. S. Plot no 7069 and 01 Dec. of land of R. S. Plot no 7071 i.e. in total 01.25 Dec. of land within Mouza 92, Krishnanagar under PS Kotwali, in favour of his son Swapam Kumar Nandi and delivered possession to him.
- J. Whereas Gopinath Nandi died on 05.07.1994 leaving his wife Amita Nandi, one son Swapam Kumar Nandi and one daughter Pampa Pal as his legal heirs and successors, who subsequently executes a registered deed of sale being no 2310 dated 07.06.2004 / 23.03.2005 before ADSR office, Krishnanagar, in respect of 0.25 Dec. of R. S. Plot no 7069 and 01 Dec. of R. S. Plot no 7071 in total 01.25 Dec. of land within Mouza 92, Krishnanagar under PS Kotwali in favour of Sri Tapan Kumar Basak and delivered

possession to him.

- K. Whereas Dharendra Kumar Nandi died on 10.12.1993 leaving his wife Manasi Nandi, Two daughters Ruma Basak and Moumita Basak and one son Debabrata Nandi as his legal heirs and successors and their after Manasi Nandi and Ruma Basak executed a registered deed of gift being no 4691 dated 28.05.2019 in favour of Moumita Basak before A. D. S. R. office, Krishnanagar, in respect of 01.193 Dec. of land of R. S. Plot no 7071 within Mouza 92, Krishnanagar under PS Kotwali and delivered possession to Moumita Basak.
- L. Whereas at present the names of aforesaid five parties have been mentioned / recorded in their respective Khatian within Mouza 92, Krishnanagar, PS Kotwali as the name of Biswanath Nandi has been recorded in respect of 0.034 Acre in L. R. Plot no 9957, 0.022 Acre in L. R. Plot No 9956, 0.002 Acre in L. R. Plot no 9934 corresponding to L. R. Khatian No 7384,
- M. In the same way the name of Gopinath Nandi has been recorded in respect of 0.022 Acre of land in L. R. Plot no 9956 L. R. Khatian No 2953,
- N. And the name of Birendra Kumar Nandi in respect of 0.034 Acre in L. R. Plot no 9957, 0.022 Acre in L. R. Plot no 9956, 0.002 Acre in L. R. plot no 9934 corresponding to L. R. Khatian No 7588,
- O. And the name of Dharendra Kumar Nandi has been recorded in respect of 0.034 Acre in L. R. Plot no 9957, 0.022 Acre in L. R. Plot no 9956, 0.002 Acre in L. R. Plot no 9934 corresponding to L. R. Khatian No 4667,
- P. And the name of Ahindra Kumar Nandi has been recorded in respect of 0.034 Acre in L. R. Plot no 9957, 0.022 Acre in L. R. Plot no 9956, 0.002 Acre in L. R. Plot no 9934 corresponding to L. R. Khatian No 1062.
- Q. And another purchaser of the present property Tapan Kumar Basak, also recorded his name in respect of 0.034 Acre in L. R. Plot no 9957, 0.002 Acre in L. R. Plot no 9934 corresponding to L. R. Khatian No 33323 and all the aforesaid owners and purchasers have been possessing their portions of share by recording their names before the State of West Bengal and after mutating their names before Krishnanagar Municipality and paying taxes before the authorities concerned.
- R. Whereas, Biswanath Nandi died on 10.03.2018 leaving his wife Pratima Nandi, two sons Pratap Narayan Nandi, Prabhash Ranjan Nandi and Arnab Pal i.e. son of pre-deceased daughter Malati Pal Nandi as his legal heirs and successors and subsequently Pratima Nandi died on 09.05.2019 leaving her aforesaid two sons Pratap Narayan Nandi and Prabhash Ranjan Nandi and Arnab pal, son of her pre-deceased daughter Malati Pal Nandi, wife of Late Kuntal Chandra Pal who died on 18.11.2008, as her legal heirs and successors and it is to be mentioned here that husband of Malati Pal Nandi, named Kuntal Chandra Pal died on 27.05.2017.
- S. Then Birendra Kumar Nandi died on 23.10.2009 leaving his wife Dipali Nandi and two daughters Dalia Basak and Mahuya Nath who became the owners of the share of Birendra Kumar Nandi.
- T. Then Dharendra Kumar Nandi died on 10.12.1993 leaving behind his wife Manasi Nandi, two daughters Ruma Basak and Moumita Basak and one son Debabrata Nandi who

became the legal heirs and successors of deceased Dharendra Kumar Nandi amongst whom one daughter Moumita Basak for self and behalf of her brother Debabrata Nandi sold their share in favour of "PROTHAMA LIFESPACE".

- U. Thus said Mr. Pratap Narayan Nandi, Mr. Prabhash Ranjan Nandi And Mr. Arnab Pal became lawful joint owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) /Bari land totally measuring about 06.475 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5119/1, 473, 8508, L.R. Khatian No. – 7384, 33323, 7588, 1062, R.S. Plot No. – 7071, L.R Plot No. – 9957, R.S. Plot No. – 7046, L.R Plot No. – 9956 & R.S. Plot No. – 7069, L.R Plot No. – 9934 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality, Ward No. – 7 and Krishnanagar Municipality Holding No. – 46, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of "PROTHAMA LIFESPACE" by executing a registered deed of sale, being no. – 130201427/2021, dated 9th February, 2021 in the office of the Additional Dist. Sub-Register. Sadar, Krishnanagar.
- V. Thus said Mr. Ahindra Kumar Nandi became lawful owner and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) /Bari land totally measuring about 04.975 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5119/1, 473, 8508, L.R. Khatian No. – 1062, 7588, 2953 R.S. Plot No. – 7071, L.R Plot No. – 9957, R.S. Plot No. – 7046, L.R Plot No. – 9956 & R.S. Plot No. – 7069, L.R Plot No. – 9934 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 50, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of "PROTHAMA LIFESPACE" by executing a registered deed of sale, being no. – 130201512/2021, dated 9th February, 2021 in the office of the Additional Dist. Sub- Register. Sadar, Krishnanagar.
- W. Thus said Mr. Swapan Kumar Nandi, Mrs. Pampa Pal And Mr. Tapan Kumar Basak became lawful joint owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) /Bari land totally measuring about 04.475 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5119/1, 473, 8508, L.R. Khatian No. – 33323, 2953, 1062, R.S. Plot No. – 7071, L.R Plot No. – 9957, R.S. Plot No. – 7046, L.R Plot No. – 9956 & R.S. Plot No. – 7069, L.R Plot No. – 9934 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 47, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of "PROTHAMA LIFESPACE" by executing a registered deed of sale, being no. – 130212400/2021, dated 22nd December, 2021 in the office of the Additional Dist. Sub-Register. Sadar, Krishnanagar.
- X. Thus said Mrs. Dipali Nandi, Mrs. Dalia Basak And Mrs. Mahuya Nath became lawful joint owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) /Bari land totally measuring about 05.35 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5119/1, 473, 8508, L.R. Khatian No. – 7588,

33323, 4667, 1062, R.S. Plot No. – 7071, L.R Plot No. – 9957, R.S. Plot No. – 7046, L.R Plot No. – 9956 & R.S. Plot No. – 7069, L.R Plot No. – 9934 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 48, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of “PROTHAMA LIFESPACE” by executing a registered deed of sale, being no. – 130212401/2021, dated 22nd December, 2021 in the office of the Additional Dist. Sub-Register. Sadar, Krishnanagar.

- Y. Thus said Mrs. Manasi Nandi, Mrs. Ruma Basak, Mr. Debabrata Nandi, Mrs. Moumita Basak became lawful joint owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) /Bari land totally measuring about 04.146 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5119/1, 473, 8508, L.R. Khatian No. – 4667, 33323, 2953, 1062, R.S. Plot No. – 7071, L.R Plot No. – 9957, R.S. Plot No. – 7046, L.R Plot No. – 9956 & R.S. Plot No. – 7069, L.R Plot No. – 9934 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 49, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of “PROTHAMA LIFESPACE” by executing a registered deed of sale, being no. – 130212402/2021, dated 22nd December, 2021 in the office of the Additional Dist. Sub-Register. Sadar, Krishnanagar.
- Z. Thus said Mr. Debabrata Nandi, Mrs. Moumita Basak became lawful joint owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) /Bari land totally measuring about 03.579 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5119/1, 473, 8508, L.R. Khatian No. – 4667, 1062, R.S. Plot No. – 7071, L.R Plot No. – 9957 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 49/1, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of “PROTHAMA LIFESPACE” by executing a registered deed of sale, being no. – 130212403/2021, dated 22nd December, 2021 in the office of the Additional Dist. Sub-Register. Sadar, Krishnanagar.
- AA. That the property transferred in this deed belonged to Kalipada Ghosh which subsequently inherited by his son Biswanath Ghosh and during his joint possession of the land with one Taraknath Ghosh both of them entered into a registered deed of partition being partition deed no. – 3387, dated 15.04.1981 before the office of sub registrar Krishnanagar, through which Biswanath Ghosh as second party in the deed of partition got the “Kha” schedule property with specific demarcation and got possession over the same by recording his name in L.R.R.O.R. and paying rent before the State of West Bengal and on the other hand paying tax before the Krishnanagar Municipality.

There after Biswanath Ghosh and his wife Prabhabati Ghosh died leaving behind their three sons, Shyamal Kumar Ghosh, Barun Ghosh, Amit Ghosh and two daughters Tapasi Basu and Manashi Basu as their legal heirs and successors who subsequently

sold out their portion of share jointly by executing a registered deed of sale being no. – 2501, dated 16.11.2006 / 18.03.2008 before the office of A. D. S. R. Krishnanagar in favour of Sandip Das and delivered possession to him and Sandip Das recorded his name in L.R. Khatian No. – 33995 and also paid tent to the State of West Bengal as well as tax before the Krishnanagar Municipality.

- BB. That all the said legal heirs of late Biswanath Ghosh in respect of the rest share of R. S. plot no. – 7040 and 7072 executed a registered deed of sale being no. – 1881, dated 10.02.2022 before the office of A. D. S. R. Krishnanagar in favour of “PROTHAMA LIFESPACE”.
- CC. Thus, said Mr. Sandip Das became lawful owner and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) land totally measuring about 03.01 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5114, L.R. Khatian No. – 33995, R.S. Plot No. – 7040, L.R Plot No. – 9961 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 45/1, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of “PROTHAMA LIFESPACE” by executing a registered deed of sale, being no. – 130201736/2022, dated 9th February, 2022 in the office of the Additional Dist. Sub-Register. Sadar, Krishnanagar.
- DD. Thus, said Mr. Shyamal Kumar Ghosh, Mr. Barun Ghosh, Mr. Amit Ghosh, Mrs. Tapasi Basu and Mrs. Manashi Basu became joint lawful owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Bari land totally measuring about 07.49 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5087, 5114, L.R. Khatian No. – 7361, R.S. Plot No. – 7040, L.R Plot No. – 9961, R.S. Plot No. – 7072, L.R Plot No. – 9958 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 45, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of “PROTHAMA LIFESPACE” by executing a registered deed of sale, being no. – 130201881/2022, dated 10th February, 2022 in the office of the Additional Dist. Sub- Register. Sadar, Krishnanagar.
- EE. That the property belonged to Kiranbala Dasi, wife of Late Habul Chandra Kuri and during her lifetime she executed a registered deed of sale being no. – 2577, dated 05.12.1933 in the office of D.S.R., Krishnanagar in favour of Prabhabati Dasi and delivered possession to her.
- FF. Then Prabhabati Dasi executed a registered deed of gift being no. – 6210, dated 21.09.1970 before the office of D.S.R., Krishnanagar in favour of Shambhunath Ghosh and delivered possession to him who while in possession recorded his name recorded his name in L.R. Khatian No. – 10289 within 92, Krishnanagar Mouza under PS – Kotwali by paying tent to the State of West Bengal as well as tax before the Krishnanagar Municipality.
- GG. Thereafter Shambhunath Ghosh executed a registered deed of gift being no. – 7052, dated 11.12.1990 in respect of portion of his share before the office of A.D.S.R.,

Krishnanagar in favour of Asoke Kumar Ghose who after getting possession recorded his name in L.R. Khatian No. – 28376 under 92, Krishnanagar Mouza under PS – Kotwali by paying tent to the State of West Bengal as well as tax before the Krishnanagar Municipality.

HH. Then Shambhunath Ghosh died leaving behind his aforesaid son Asoke Ghose, five daughters namely Sadhana Ghosh, Sandhya Paul, Gita Dutta, Shanti Mahato and Kamala Biswas as his legal heirs and successors.

II. Thus, said Mr. Asoke Ghose, Mrs. Sadhana Ghosh, Mrs. Sandhya Paul, Mrs. Gita Dutta, Mrs. Shanti Mahato and Mrs. Kamala Biswas became joint lawful owners and seized, possessed and sufficiently entitled to ALL THAT piece and parcel of Viti (Homestead) land totally measuring about 01.73 Decimal in Mouza – Krishnanagar, J.L. No. – 92, R.S. Khatian No. – 5073/1, L.R. Khatian No. – 10289, 28376, R.S. Plot No. – 7074, L.R Plot No. – 9960 under jurisdiction of Police Station – Kotowali and under Krishnanagar Municipality Ward No. – 7 and Krishnanagar Municipality Holding No. – 42, District – Nadia, PIN – 741101, West Bengal, together with all easement and quasi easement rights free from all encumbrance and liability, hereinafter referred to as mentioned in the Schedule sold their share in favour of “PROTHAMA LIFESPACE” by executing a registered deed of sale, being no. – 130208965/2022, dated 4th July, 2022 in the office of the Additional Dist. Sub– Register. Sadar, Krishnanagar.

JJ. WHEREAS by way of 9 Nos. (Nine Nos.) Sale deed, which are registered in the office of the Additional Dist. Sub– Register. Sadar, Krishnanagar recorded in the Book – I, Volume No. – 1302–2021, Page from 40438 to 40477 being no. 130201427/2021, dated 9th February, 2021 and in the Book – I, Volume No. – 1302–2021, Page from 42046 to 42076 being no. 130201512/2021, dated 9th February, 2021 and in the Book – I, Volume No. – 1302–2021, Page from 256123 to 256159 being no. 130212400/2021, dated 22nd December, 2021 and in the Book – I, Volume No. – 1302–2021, Page from 256160 to 256197 being no. 130212401/2021, dated 22nd December, 2021 and in the Book – I, Volume No. – 1302–2021, Page from 256198 to 256241 being no. 130212402/2021, dated 22nd December, 2021 and in the Book – I, Volume No. – 1302–2021, Page from 256592 to 256624 being no. 130212403/2021, dated 22nd December, 2021 and in the Book – I, Volume No. – 1302–2022, Page from 38745 to 38767 being no. 130201736/2022, dated 9th February, 2022 and in the Book – I, Volume No. – 1302–2022, Page from 41689 to 41736 being no. 130201881/2022, dated 10th February, 2022 and in the Book – I, Volume No. – 1302–2022, Page from 165073 to 165094 being no. 130208965/2022, dated 4th July, 2022 respectively, the party of the First part has become the absolute owner of a peace and parcel of land measuring 41.234 decimal totally admeasuring 1668.519 square meters situated at J.L. No.–92, Mouza – Krishnanagar, R. S. Plot No. – 7069, 7046, 7071, 7072, 7074, 7040, L. R. Plot No.– 9934, 9956, 9957, 9958, 9960, 9961, R. S. Khatian No.– 5119/1, 473, 5114, 5087, 5073/1, corresponding L. R. Khatian No.– 56148, P.S.–Krishnanagar (Kotwali), Within Krishnanagar Municipality, Ward No. – 7 of R. N. Tagore Road, Pin– 741101, Dist.–Nadia, West Bengal. Bearing Holding No. 42, 45, 45/1, 46, 47, 48, 49, 49/1 and 50 respectively.

KK. AND WHEREAS while thus possessing of the said property and every part thereof by the above named owner and accordingly they applied for mutation as well as amalgamation

of multiple holdings and record respectively both from the Krishnagar Municipality and concerned B. L. & L. R. O. Krishnagar – I. And accordingly they have received mutation against new holding no.– 50 of R. N. Tagore Road and allotted Assesse ID being no. – KMNCOSFVLQH from the Krishnagar Municipality and concerned B. L. & L. R. O. Krishnagar – I against a new L. R. Khatian No. – 56148.

LL. The Said Land is earmarked for the purpose of building a commercial/residential project, comprising B+G+6 multistoried buildings and the said project shall be known as ' PROTHAMA RAJPRASAD' ("Project");

MM. 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;

NN. The Promoter has obtained the final layout plan approvals for the Project from Krishnagar Municipality. 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;

OO. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration.

PP. The Allottee(s) had applied for an Apartment with one two–wheeler free parking space / Commercial Space & or four–wheeler Parking Space in the Project vide application no. _____ dated _____ and has been allotted the following out of the Developer’s Allocation:

Apartment / Commercial Space:

- (i) Apartment/Commercial Space No. –
- (ii) Carpet Area of the Apartment / Commercial area – aboutSquare Feet
- (iii) Type of Apartment –.....BHK[applicable for Residential purpose]
- (iv) Floor –

Hereinafter referred to as the said "Apartment / Commercial Area”

Parking Space:

- (i) Parking Space No. –
- (ii) Area of Parking Space – aboutSquare Feet for 2 & 4 wheeler
- (iii) Floor – Floor

Hereinafter referred to as the said "Parking Space”

As permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment/commercial space is annexed hereto and marked as Schedule B, written hereunder and the Floor Plan of the Apartment / Commercial Area & / or Parking Space are annexed hereto and marked as Annexure written hereunder and delineated in RED border.);

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

RR. _____

Please enter any additional disclosures/details

SS. 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;

TT. 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;

UU. 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(s) hereby agrees to purchase the Apartment/ Commercial area and the garage/closed parking (if applicable) as specified in paragraph AA;

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

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s), and the Allottee(s) hereby agree(s) to purchase on the Said Apartment /commercial space Appurtenant Thereto and further the Promoter provisionally agrees to permit the Allottee(s) to park private medium sized car(s) owned by the Allottee(s) and to park one two wheeler (for apartment owners only) within the space comprising the Car Parking and two wheeler Parking Space, all as specified in Recital 'PP' hereinabove;

1.2 The Total Price for the Said Apartment/commercial area Appurtenant Thereto (based on the Carpet Area) and for the permission to park private medium sized car(s) owned by the Allottee(s) and to park one two wheeler within the space comprising the Car Parking Space as well as two wheeler parking space (for apartment owners only), if any, comprises of the following:

The Total Price for the Apartment / Commercial area based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**")

(Give break up and description) :

a) A mutually agreed composite sum of Rs. _____/- (Rupees _____) only as detailed herein below ("**Apartment & CP Price**"):-

Sl. No.	Consideration / Amount payable Towards	Rupees
1.	Said Apartment/Commercial Space (calculated at the rate of Rs. _____/- (Rupees _____) only per sq. ft. of the Carpet Area of the Said Unit)	Rs.
2.	Car Parking space	Rs.
3.	One Two wheeler parking free; Extra Two Wheeler Parking Chargeable @ Rs. _____ per Two Wheeler Parking Space	Rs.
4.	Balcony / Verandah	Rs.
TOTAL :		Rs.

- b) The applicable Taxes payable on the Apartment & CP Price as determined from time to time ("**Apartment & CP Taxes**").
- c) The Extra charges as and when will be required by the Promoter after execution of these presents are detailed herein below : –

Description	Rupees
Transformer Charges & Electricity Charges – This Amount is payable for the said apartment/commercial space as reimbursement of all costs, incidentals charges and expenses to be incurred by the promoter in making arrangement with WBSEDCL or any other electric supply agency for providing and installing transformer at the said project. Provided the Allottee(s) shall pay on actual to electricity supply agency directly on account of individual Meter.	Rs.
Legal & Documentation Charges (Including Registry charges	Rs.
AC Point(s), Inverter and Geyser Point charges (optional)	Rs.
TOTAL EXTRA CHARGES –	Rs.

The Applicable Taxes if any payable on the Extra charges as determined from time to time ("Extra Charges Taxes**").

- d) The Deposits as and when will be required by the promoter after execution of these presents are detailed herein bellow : –

Property Tax deposit – This Amount is payable against proportionate share of Property Tax for the said Apartment /	Rs.
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Commercial Space for twelve months.	
TOTAL DEPOSIT –	Rs.

**The Applicable Taxes, if any, payable on Deposits as determined from time to time (“Deposit Taxes”).

For the shake of brevity, the term “Total Price” shall include **Apartment & CP Price, Apartment & CP Taxes, Extra Charges, Extra Charges Taxes, Deposits & Deposit Taxes.**

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment/ Commercial Area Appurtenant Thereto;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Said Apartment/Commercial Area Appurtenant thereto to the Allottee(s).

Provided that in case there is any change / modification or any new applicable taxes in the taxes, the subsequent amount payable by the Allottee(s) 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(s);

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation or in the manner specified in **Schedule “C”**. In addition, the Promoter shall provide to the Allottee(s) 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/ Commercial Area includes: 1) pro rata share in the Common Areas; and 2) _____ parking(s) space as provided in the Agreement.

1.3 The Total Price is escalation–free, save and except increases, which the Allottee(s) hereby agrees to pay, due to increase on account of development charges 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(s) for increase in development charges, cost/charges/taxes 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(s), which shall only be applicable on subsequent payments.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule “C” (“Payment Plan”)**.

- 1.5** The Promoter may allow, in its sole discretion, a rebate of ____ % (_____percent) against the total consideration amount, if the Allottee(s) shall pay the same on or before signing of this presents. Such rebate shall be adjusted from the last installment. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s). Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.
- 1.7** [Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within forty–five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8** Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment/ Commercial area as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Commercial Area;
 - (ii) The Residential Allottee(s) shall also have undivided proportionate share in the Residential Common Areas / The Commercial Allottee(s) shall also have undivided proportionate share in the Commercial Common Areas (if any). Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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(s) 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 Residential common areas to the association of Residential Allottee(s) as provided in the Act;
 - (iii) The Allottee(s) has the right to visit the Project to it's assess the extent of development of the Project and his/her/their/its Apartment/commercial space, as the case may be, with prior written intimation and appointment. The Allottee(s) shall comply with all requisite safety measures during such site visit and inspection.
- 1.9** It is made clear by the Promoter and the Allottee(s) agrees that the Apartment / Commercial Area along with _____ parking space shall be treated as a single indivisible unit for all purposes. Unless stated otherwise, 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee(s) that all other areas and i.e. areas and facilities falling outside the Project, namely "**PROTHAMA RAJPRASAD**" 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.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment/commercial space to the Allottee(s), which it has collected from the Allottee(s), 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 Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment/commercial space to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the said unit Appurtenant Thereto, 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.

1.11 The Allottee(s) has paid a sum of Rs. _____, (Rupees _____ only) only as booking amount being part payment towards the Total Price of the Apartment /Commercial space Appurtenant Thereto on or before the execution of this agreement, the receipt to which the Promoter here by acknowledges and the Allottee(s) hereby agrees to pay the balance of the Total Price of the Apartment/Commercial Area Appurtenant Thereto as prescribed in the Payment Plan mentioned in **Schedule "C"** as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) delays in payment towards any amount for which is payable, he/she/they/it shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones / mutually agreed, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan specified in **Schedule "C"** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**PROTHAMA LIFESPACE**' payable at Krishnanagar.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999,

Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on its/his/her/theirs part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she/they/it shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2** The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said apartment/commercial space applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/them/its name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment / Commercial area to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues payable by him/her/them/it 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

The Allottee(s) has seen the specifications of the Apartment / Commercial area 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 concerned building rules 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/PLOT

7.1. Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on _____, 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/Plot], 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 – Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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/Plot] 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 _____ days of receiving the occupancy certificate* of the Project.

7.3. Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided as mentioned above, 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/Plot] 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/Plot] (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/Plot], 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/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Owner Promoter 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;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment / Commercial area;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment / Commercial area 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 / Commercial Area 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(s) 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 / Commercial area which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment / Commercial Area to the Allottee(s) 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 / Commercial Area to the Allottee(s) and the common areas to the Association of the Allottee(s);
- (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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1. 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 / Commercial area to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment/commercial space 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 thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the apartment / Commercial area, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.
- (iii) Provided that where an Allottee(s) 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 / Commercial area.

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

- (i) In case the Allottee(s) fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) 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(s) 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 / Commercial area in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

- (iii) The Allottee(s) expressly acknowledges understands and agrees that in the event of cancellation or termination of the allotment of the Said Unit Appurtenant (and this Agreement) in terms of this Agreement by the Promoter or the Allottee(s), as the case may be, the Promoter shall be at liberty to execute, present or registration and register unilaterally a deed of cancellation and the Allottee(s) shall cease to have any right title interest whatsoever in the Said Unit Appurtenant or Land or Project on and from the date of expiry of the period mentioned in the notice of cancellation or termination issued by the Promoter or the Allottee(s), as the case may be.

10. DEED OF CONVEYANCE OF THE SAID APARTMENT/COMMERCIAL AREA

The Promoter, on receipt of complete amount of the Price of the Apartment / Commercial area under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment / Commercial area 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(s) 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(s) 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(s). The Allottee(s) 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. MAINTAINANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project at the rate, which will solely be fixed by the Promoter till the handing over the common areas, installations, amenities and facilities of the said Project to the Apartment Owners' Association. After receiving the Possession Letter as mentioned in Clause 7.2 of this Agreement the Allottee(s) shall pay the Maintenance Charges as determined by the Promoter/Apartment Owners' Association, as the case may be, from the date of the Possession Letter, whether the Allottee(s) actually takes physical possession or not. The purchaser shall liable to pay Municipal Taxes and other impositions of the Krishnagar Municipality of the "SCHEDULE-B" property till separate mutation or appointment of taxes is obtained in the name of the purchaser, and also pay land revenue to the state of West Bengal and if any other revenue imposed by the state authority in present or in future.

That the purchaser shall abide by all Bi-Laws, Rules and Regulations of Government, Municipality and/or other authorities and local bodies. The purchaser shall never do any act, which will be harmful to the other purchasers and the society.

After formation of the Apartment Owners' the common areas, facilities and amenities of said Project would be handed over to the Association and the purchasers/transferees shall be liable to pay the Maintenance Charges fixed by the Association to the Association.

The terms conditions covenants restrictions etc., pertaining the use and enjoyment of the Common Areas, facilities and amenities of the Project are contained **Schedule – D and E** written below and all the purchasers of the apartments, commercial spaces, parking spaces etc. shall be bound and obliged to comply with the same.

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(s) 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee(s) hereby agrees to purchase the Apartment / Commercial area 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 Allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency /association of Allottee(s) 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(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the Apartment / Commercial area 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

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the PROTHAMA RAJPRASAD (project name), 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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(s) formed by the Allottee(s) for rendering maintenance

services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/COMMERCIAL AREA

- 16.1** Subject to Clause 1.2 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment / Commercial area at his/her/their/its 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 / Commercial area, 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 / Commercial area and keep the Apartment / Commercial area, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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.
- 16.2** The Residential Allottee(s) further undertakes, assures and guarantees that he/she/they/it 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 Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Apartment / Commercial area or place any heavy material in the common passages or staircase of the Building.
- 16.3** The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment / Commercial area. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s) and/or maintenance agency appointed by association of Allottee(s). The Allottee(s) 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(S)

The Allottee(s) is/are entering into this Agreement for the allotment of an Apartment / Commercial area with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she/they/it shall comply with and carry out, from time to time after he/she/they/it has taken over for occupation and use the said Apartment / Commercial area, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment / Commercial area/ at his/ her/their/its 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 and the Rules.

On the other hand, after delivery of the said "SCHEDULE-B" property the purchaser shall not execute any addition or alteration in the said unit or change the load bearing wall effecting horizontals and vertical support of the Building as well as the said unit in the "SCHEDULE-A" premises.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement, they shall not mortgage or create a charge on the Apartment / Commercial area 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(s) who has taken or agreed to take such Apartment / Commercial area.

20. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottee(s) 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(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) 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(s) 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(s) 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(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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/commercial area/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(s) / SUBSEQUENT Allottee(s)

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 Allottee(s) of the Apartment / Commercial area, in case of a transfer, as the said obligations go along with the Apartment / Commercial area for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) 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(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 25.2 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 thereunder 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(s) 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 / Commercial area bears to the total carpet area of all the Apartments/Commercial Space 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(s), after the Agreement is duly executed by the Allottee(s) 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 Krishnanagar.

30. NOTICES

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Speed Post at their respective addresses specified above OR electronically at the following address:

_____ Name of Allottee(s)
_____ (Allottee(s) Address)
_____ e-mail Address

Promoter Name – M/s **PROTHAMA LIFESPACE**

Promoter Address – 34, Anatheswar Road, Sankar Mission Para, Po. – Krishnagar, Dist. – Nadia, PS – Krishnanagar (Kotwali), PIN – 741101.

E-mail Address – info@prothama.com

It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Speed 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(s), as the case may be.

31. JOINT Allottee(s)

That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) 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 Allottee(s).

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.

34. ADDITIONAL TERMS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Promoter and Allottee(s) to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified 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 thereunder.

35. ADDITIONAL DEFINITIONS

35.1 In addition to any other terms which are defined in this Agreement by inclusion in parenthesis and/or quotations, the undernoted terms, shall, unless repugnant to the context or meaning thereof, have the meaning respectively assigned to each of such terms herein below:-

"Agreement" shall mean this agreement together with each of the Recitals and Schedules stated and/or incorporated herein by reference or otherwise, as may be amended in the manner as recorded herein and/or in writing by the Parties from time to time by way of letters and/or supplemental agreements and/or addenda to this agreement.

"Apartment" shall mean a constructed space at the Building intended and/or capable of being exclusively enjoyed by a specific Apartment Allottee(s) as identified by the Promoter.

"Balcony/Verandah" shall mean the balcony (ies)/verandah(s), which is/are meant exclusively for the use of an Allottee(s), and which comprises an integral and inseparable part/component of an Apartment.

"Booking Amount" shall mean 10% (ten percent) of **Apartment & CP Price together**.

"Building" shall mean the new building consisting of various self- contained apartments with commercial floors and constructed spaces, proposed to be constructed at the Said Land.

"Car Parking space" shall mean all the spaces in the portions at the basement level of the new building of the Project expressed or intended to be reserved for parking of motor cars and or two wheelers.

"Carpet Area" shall mean the net usable area of an Apartment, excluding the area covered by the external walls, the areas respectively comprised in the Balcony/Verandah and the Open Terrace, but including the area covered by the internal partition walls of such an Apartment.

"Common Area" shall mean the common corridors, elevators, elevators well, stairs, residential parking area etc., which are used for residential purpose only. On the other hand, common commercial stairs (if any), common commercial elevators (if any), commercial parking area (if any), etc., which are used for commercial purpose only.

In addition, the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase.

"Common Expenses" shall include each of the undernoted charges, expenses etc. payable proportionately by the Allottee(s) and the other Allottee(s), each as determined by the Promoter at its sole and absolute discretion, which shall be final, binding and conclusive on each Allottee(s) including the Allottee(s):

- a) All the costs, charges, expenses, fees etc. to be incurred for and/or on behalf of the Allottee(s) for rendition of the Common Purposes; and
- b) all the Outgoings payable in respect of the Land, the Building, the Common Areas; and
- c) the recurring costs, charges, fees, expenses etc. to be incurred/payable/ incurred for the smooth operation, running, management, maintenance, upkeep and administration of the several facilities, infrastructure, utilities etc. at/of the Land and/or the Building including but not limited to those comprising a part of the Common Areas, including repairs, replacements, improvements etc. thereof; and
- d) all expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting Extinguishers, Swimming Pool, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas; and
- e) such other charges, expenses etc. as determined by the Promoter from time to time; and
- f) each of the afforested together with the applicable Taxes thereon.

"Common Purposes" shall include:

- a) the maintenance, management, upkeep, administration, protection etc. of the Land, the Building, the Common Areas and the several facilities etc. at/of the Land and/or the Building including the repairs, replacements, improvements etc. thereof,
- b) dealing with and regulating matters of common interest of each of the Allottee(s) relating inter alia to their mutual rights and obligations in respect of the Land and the Project, for the use and enjoyment of their respective Apartments and the Common Areas;
- c) The collection and disbursement of the Common Expenses;
- d) all other common purposes and/or other matters, issues etc. in which the Allottee(s) have common interest relating to the Project, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter; and
- e) all other common expenses and/or other matters issues etc. which the Allottee(s) have in common interest relating to the Land, the extent, mode and manner of each of the above to be as determined and formulated by the Promoter.

"Outgoings" shall mean all the municipal rates and taxes, land revenue, assessments, electricity charges (including transmission loss), utility charges and all other outgoings by whatever name called including but not limited to those determined by the Promoter, which shall be final and binding on all the Allottee(s) including the Allottee(s), each together with the applicable Taxes, interest and penalty thereon, if any.

35.2. ADDITIONAL TERMS AND COVENANTS REGARDING THE TOTAL PRICE, DEPOSITS, EXTRA CHARGES ETC., AND THE PAYMENT THEREOF:

- (i) In consideration of this Agreement and as and by way of consideration for being granted the specific rights and/or permissions of the nature stipulated in this Agreement, and accepting each of the terms and conditions stipulated in this Agreement, in addition to payment of the Total Price, the Allottee(s) shall be liable and responsible to and hereby agree(s) and undertake(s) to make payment of the various amounts as determined by the Promoter. (each together with the applicable Taxes thereon) to the Promoter and/or other entities, each as identified and stipulated by the Promoter, each to be paid/deposited within such time frames as may be determined by the Promoter, it being unequivocally agreed, understood, acknowledged and accepted by the Allottee(s) as follows:-
 - b) that certain deposits are in the nature of transferable deposits and/or funds, which shall be held by the Promoter, free of interest and shall be made over by the Promoter to the Association after its formation, subject to deductions, if any, as ascertained by the Promoter;
 - c) that without making payment of the entirety of each of the Total Price, Interest (if any), TDS Interest (if any) amongst others, each in the manner and within the time periods stipulated by the Promoter and fulfilling each of his/her/their/its obligations, all to the satisfaction of the Promoter, the Allottee(s) shall not be entitled to call upon the Promoter to hand over the Said Unit Appurtenant, and further without making payment of the Common Expenses, the Allottee(s) and/or his/her/their/its Permitted Transferee(s) and/or permitted users/occupiers shall not be entitled to use and enjoy and/or to continue the user and enjoyment of the Common Areas.
- (ii) In no event shall the Allottee(s) be entitled to or shall claim/demand any abatement or reduction or deduction in the Total Price on any ground whatsoever or howsoever provided that the Allottee(s) shall only be entitled to deduct from the Apartment & CP Price the amount, if any, towards the prevailing applicable tax deductible at source subject to the Applicable Laws ("TDS").
- (iii) It is agreed and understood between the Parties that in the event at any time prior to the expiry of the scheduled date of completion of the Project as envisaged at the time of registration of the Project under the Act and as extended from time to time:
 - a) there be any change, modification, amendment, increase, decrease etc. in any of the Taxes comprising the Apartment & CP Price, Extras and Deposits and/or the manner of computation thereof including but not limited to due to change of/in Applicable Laws; and/or
 - b) any new and/or fresh taxes, cesses, assessments, duties, levies, charges, impositions etc. (central, state or local) by whatever name called be imposed, levied, notified etc. with retrospective effect or otherwise including but not limited to on the Project and/or the Said Unit and/or this Agreement and/or the transaction contemplated under this Agreement; and/or then in such an event, each and/or some of the several amounts payable by and/or to be deposited by the Allottee(s) shall accordingly stand increased or decreased, as the case may be, and further some additional amounts may become payable by the Allottee(s), and the Allottee(s) hereby covenant(s) and undertake(s) to make timely payment/deposit

of each of such amounts in terms of the demand(s) and/or revised demands raised by the Promoter provided that in no event shall the Allottee(s) be entitled to call upon the Promoter to refund any amount since then already paid by the Allottee(s) to the Promoter.

- (iv) The Allottee(s) shall be bound and obliged to and undertake(s) and covenant(s) to make payment of and/or deposit each amount within the timelines determined/ designated by the Promoter for the same, and while the Promoter shall periodically intimate in writing to the Allottee(s) the amount payable and the Allottee(s) shall make pay/deposit the amount(s) as demanded by the Promoter within the time period and in the manner specified in such intimation, the Allottee(s) has covenanted and undertaken to and further hereby and hereunder covenant(s) and undertake(s) to make payment of the Total Price in terms of the Payment Plan, it being recorded that the Allottee(s) has informed the Promoter that such schedule of payment comprising the Payment Plan is more convenient to/for the Allottee(s), and the Allottee(s) covenant(s) and undertake(s) to make each of such payments as and when the same become due.
- (v) The Allottee(s) shall be bound and obliged to and undertake(s) to: (i) deposit with the concerned authorities, the TDS if any deducted, within the 7th (seventh) day of the month succeeding the month of payment; and (ii) issue and hand over to the Promoter, the relevant TDS certificate within the time period stipulated by Applicable Laws, failure whereof shall attract and accrue interest on the amount so deducted for the period of default/delay, such interest to be calculated at the rate prescribed/prevaling under the Applicable Laws governing the subject matter of TDS ("TDS Interest"). Delay caused by the Allottee(s) in fulfilling the aforesaid obligation shall be deemed to be an event of default by the Allottee(s) in his/her/ their/its payment obligations, which shall entail the same consequences as stated in para/clause 35.5 herein.
- (vi) In case the Promoter condones the default of the Allottee(s) in making timely payment of and/or in depositing any amount and/or in depositing the TDS and/or furnishing the TDS certificate within the stipulated timeline(s), then and in such an event, the Allottee(s) shall, along with the outstanding dues and/or arrears, pay to the Promoter, the Interest and/or the TDS Interest, as the case may be, on each of the amounts remaining unpaid/outstanding for the period of default/delay until the date of actual realization thereof together with the administrative charges in terms of the then prevailing policy of the Promoter in respect thereof. Any condonation granted by the Promoter shall not amount to waiver of the future defaults and/or the breaches and/or delays of/by the Allottee(s) and shall be without prejudice to the other rights of the Promoter.
- (vii) Notwithstanding anything to the contrary stated anywhere in this Agreement, any payment made by the Allottee(s) (notwithstanding any specific instruction regarding the same having been given/issued by the Allottee(s)) shall, at the first instance, be applied by the Promoter towards payment of the Interest and the TDS Interest ascertained by the Promoter as due and payable by the Allottee(s), and thereafter, the balance, if any, shall be utilized towards adjustment of the defaulted/delayed payments due from the Allottee(s) as ascertained by the Promoter, and the Allottee(s) authorize(s) and empower(s) the Promoter to so adjust and/or appropriate all

payments made by the Allottee(s), and the Allottee(s) undertake(s) not to object to the same and/or to demand/direct the Promoter to adjust the payments in any manner.

- (viii) All payments shall be made by the Allottee(s) at the office of the Promoter against proper receipts and in no event shall the Allottee(s) be entitled to set up any oral agreement regarding payment or otherwise. Further, all costs in respect of any payment being made by outstation/dollar cheques, shall be borne and paid by the Allottee(s). Furthermore, on the dishonor of any banking negotiable instrument on any ground whatsoever, without prejudice to the other rights and remedies of the Promoter and/or of the Other Entities, the Allottee(s) shall compensate the Promoter.
- (ix) In the event the Allottee(s) is a Person of Indian Origin and/or a Non-Resident Indian (as such terms are respectively defined/described under the governing Applicable Laws), the Allottee(s) confirm(s) that all remittances shall be made in compliance with all Applicable Laws as modified/revised from time to time, and the Allottee(s) shall provide the Promoter with all certifications, declarations etc. pertaining to/in support thereof.
- (x) All refunds, if any in terms of this Agreement, even to Non-Resident Indians and/or Persons of Indian Origin shall be made in Indian Rupees unless mandated otherwise by the then prevailing Applicable Laws.

35.3. ADDITIONAL TERMS AND COVENANTS REGARDING CONSTRUCTION

- (i) The date stipulated in para/Clause 7.1 hereinabove are hereby and hereunder accepted and confirmed by the Allottee(s) and the Allottee(s) hereby agree(s) and undertake(s) not to raise any objection to the same on any ground whatsoever or howsoever. However, in the event prior to the date stipulated in para/Clause 7.1 hereinabove the Said Unit Appurtenant is ready for hand over in terms of this Agreement, the Allottee(s) undertake(s) and covenant(s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having clearly understood and agreed that the payment obligations of the Allottee(s) are linked inter alia to the progress of construction, and the same is not a time linked plan.
- (ii) The rights of the Allottee(s) is limited to ownership of the Said Apartment together right to use the car parking space, if any and the right to use the Common Areas, Amenities and Facilities of the Project and the Allottee(s) hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

35.4 ADDITIONAL TERMS AND COVENANTS REGARDING POSSESSION/HAND OVER

Failure of Allottee(s) to take possession of Said Unit Appurtenant: In case the Allottee(s) fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee(s) shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (Deemed Possession) and also pay demurrage charges to the Promoter at the rate of Rs.5,000/- (Rupees Five Thousand) only per month or part thereof from the expiry of the time mentioned in the possession letter till such time the Allottee(s) takes the possession of the Said Unit Appurtenant.

35.5. ADDITIONAL TERMS AND COVENANTS REGARDING EVENTS OF DEFAULTS AND/OR CANCELLATION AND/OR TERMINATION, AND ITS CONSEQUENCES

- (i) In the event the Allottee(s) is in breach of and/or has failed to perform and observe any of his/her/their/its covenants, obligations, representations or warranties under this Agreement and/or the terms and conditions of this Agreement, which breach and/or failure has not been remedied despite having been issued a notice in that regard, the Allottee(s) shall be considered under a condition of default, and an Allottee(s) Event of Default shall be deemed to be occurred.
- (ii) Without prejudice to and in addition to the events/grounds stated elsewhere in this Agreement on the occurrence whereof the Promoter shall be entitled to terminate this Agreement (each of which also to be treated as an Allottee(s) Event of Default), on the occurrence of an Allottee(s) Event of Default which continues for a period beyond 30 (thirty) days after notice from the Promoter in this regard (such failure being as determined by the Promoter), then without prejudice to the right of the Promoter to charge and recover from the Allottee(s), Interest and other amounts as stipulated in this Agreement including that for the period of delay, the Promoter shall be entitled, at its option, and is hereby authorized by the Allottee(s), to determine and/or rescind and/or terminate this Agreement provided that the Promoter shall intimate the Allottee(s) about the Promoter's intention to so terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.
- (iii) The Allottee(s) may at any time after the date hereof and without the occurrence of any Promoter Event of Default, but no later than 30 (thirty) days prior to the execution and registration of the Conveyance Deed subject to the terms hereof, by a 30 (thirty) days' notice in writing intimate the Promoter of his/her/their/its intent to terminate this Agreement provided that in view of inter alia the fact that the Promoter has as a consequence of this Agreement blocked the Said Unit Appurtenant for the Allottee(s), on the date of termination of this Agreement by the Promoter and/or by the Allottee(s) (as the case may be) in terms hereof, the undernoted mutually agreed amounts shall, without any further act, deed or thing by the Promoter and/or by the Allottee(s) stand forfeited in favour of the Promoter from out of all the sums paid/deposited till such date by the Allottee(s) to/with the Promoter at the specific instructions of the Promoter (irrespective of the account/head towards which such sum may have been paid/deposited by the Allottee(s)), and the balance, if any ascertained by the Promoter as payable by the Allottee(s) to the Promoter, shall forthwith and immediately be paid on demand by the Allottee(s) to the Promoter, and the Allottee(s) accept(s) such consequences and consent(s) to the same:-
 - a) a sum equivalent to 10% (Ten percent) of the Apartment & CP Price together with the applicable Taxes thereon; and
 - b) the Common Expenses and each of the amounts stipulated hereinabove, as applicable, each payable with effect from the Outgoings Payment Commencement Date till the date of termination (being the date of notification/acceptance/receipt by the Promoter of the termination notice, as the case may be); and
 - c) the Interest and/or the TDS Interest, if any due, accrued and payable by the Allottee(s) on any amount, as ascertained by the Promoter; and

- d) all amounts paid/payable by and/or recoverable from the Allottee(s) towards any of the Taxes; and
 - e) brokerage/commissions paid to any real estate agent/channel partner/broker; and
 - f) the stipulated charges on account of dishonor, if any, of a banking negotiable instrument; and
 - g) stamp duty, registration fees/charges, legal fees and charges and any other fees, charges etc. payable/to be paid/ paid on pertaining to this Agreement and the Deed of Cancellation; and
- (iv) The Allottee(s) accept(s) and confirm(s) that:
- a) bearing in mind that the Said Unit Appurtenant, would have been kept blocked by the Promoter for the Allottee(s) till the date of termination (as stated hereinabove) the abovementioned mutually agreed amounts are a fair and reasonable estimate of the loss and damage that would be suffered by the Promoter due to the abovementioned termination, and
 - b) all and/or any amounts collected by the Promoter as Taxes/taxes payable and deposited with the concerned authorities shall not be returned/refunded by the Promoter, and the Allottee(s) shall be free to approach the authorities concerned for refund of such Taxes, and the Allottee(s) covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand, action etc. contrary to the aforesaid.
- (v) In the event after the aforesaid forfeiture, the Promoter ascertains that any amount is to be refunded by the Promoter to the Allottee(s), such amount will be refunded: (i) without any interest and/or compensation; and (ii) subject to the Allottee(s) executing, at his/her/their/its at the cost and expense, the Deed of Cancellation if so determined by the Promoter; and (iii) only after the Promoter has entered into a fresh agreement in respect of the Said Unit Appurtenant Thereto with any other Person(s). The Allottee(s) acknowledge(s) that it is justifiable for the Promoter to refund the amount, if any ascertained as due by the Promoter to the Allottee(s), after expiry of a reasonable period of time after the date on which the Promoter enters into the abovementioned new agreement, in as much as the Promoter would be blocking the Said Unit Appurtenant, on account of the Allottee(s), and thus the Allottee(s) agree(s) and covenant(s) not to raise any objection whatsoever or howsoever to the same, and hereby consent(s) to the same.
- (vi) Notwithstanding the non-execution of the Deed of Cancellation, immediately on the issuance and/or acceptance/receipt of the termination notice by the Promoter, the Allottee(s) shall cease to have any manner of right or claim or demand under this Agreement and/or against the Promoter (save and except receipt of refund, if any, subject to and/or in accordance with the provisions of this para/Clause 34.6) and the Promoter shall stand released and discharged from all its obligations and liabilities under this Agreement, and though none created hereunder, for the avoidance of any doubt, it is confirmed and accepted by the Allottee(s) herein that upon the occurrence of the aforesaid event, any manner of right or interest or claim or demand of the Allottee(s) in respect of/to/over any part or portion of the Land and/or the Project and/or the Said Unit Appurtenant Thereto shall automatically and without the

execution of any further act, deed or thing by the Allottee(s) and/or the Promoter, stand terminated, cancelled, revoked, surrendered, released, relinquished, disclaimed etc. in favour of the Promoter for all intents and purposes, and the Promoter shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper.

- (vii) It is unequivocally agreed and understood that upon termination or cancellation of this Agreement on the terms stipulated in this Agreement, the Parties hereto shall, if so determined by the Promoter at its sole and absolute discretion, but without prejudice to the provisions of para/Clause 34.5 (v) hereinabove, execute a deed of cancellation for the same (such deed being in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper) and register the same with the Registering Authority ("Deed of Cancellation"), as and when intimated by the Promoter, at the cost and expense of the Allottee(s). In the event the Allottee(s) fail(s) or refuse(s) to execute and/or register the Deed of Cancellation for any reason whatsoever, the Allottee(s) shall, in addition to his/her/their/its liability stated anywhere in this Agreement, be liable and obliged to and undertake(s) to pay to the Promoter an amount equivalent to 10% (ten percent) of the Total Price together with all costs, expenses, losses, damages etc. as may be suffered, incurred or sustained by the Promoter, each ascertained by the Promoter due to such default of the Allottee(s), with the Allottee(s) hereby and hereunder accepting and confirming that the abovementioned is fair and reasonable, and not in the nature of any penalty, and thus the Allottee(s) accept(s) and confirm(s) the aforesaid, and covenant(s) and undertake(s) not to set up or raise or make or initiate any claim, demand etc. contrary thereto. The Allottee(s) hereby agree(s) and undertake(s) to do, execute and perform all such acts, deed and things and sign, execute, deliver and register (if required) such deeds, documents etc. (in such form and containing such particulars and/or covenants and/or stipulations as the Advocate may deem fit and proper), as may be determined by the Promoter, all at the cost and expense of the Allottee(s).
- (viii) Notwithstanding anything elsewhere to the contrary contained in this agreement including in the Schedules hereto, the Allottee(s) expressly acknowledges understands and agrees that in the event of cancellation of the allotment of the Said Unit Appurtenant and/or this Agreement in terms of this Agreement by the Promoter or the Allottee(s), as the case may be, in that event the Promoter shall be at liberty to execute, present for registration and register unilaterally a deed of cancellation/ extinguishment/declaration recording such cancellation without the requirement of the presence or signature of the Allottee(s) in such deed of cancellation / extinguishment/declaration and the Allottee(s) shall cease or be deemed to have ceased to have any right title or interest in the Said Unit on and from the date of termination/cancellation.
- (ix) Notwithstanding anything elsewhere to the contrary contained in this agreement that it is will not be necessary for the Promoter to complete and install all the Common Areas and Installations, facilities and amenities before giving possession to the Allottee(s). The said Unit shall be deemed to be in a habitable condition as soon as the same is completed internally in accordance with the specifications mentioned in the Part III of the Schedule "B" hereunder written, the entrance lobby of the Project and at least one lift of the Building is made operative and water drainage sewerage and

provisional electricity connection are provided in or for the said Unit. The Allottee(s) shall not withhold or make any delay in payment of the consideration money to the Promoter after receiving the possession notice for not making over the part or portion of the Common areas and Installations, facilities and amenities that would be under construction at that time.

- (x) The Promoter shall have the exclusive right to put up any neon sign, hoardings and other display materials of "PROTHAMA LIFESPACE" on any part or portion of the Common Areas and the Allottee(s) agrees and acknowledges that the Promoter shall be entitled to put up such neon sign, hoardings and other display materials on any part or portion of the Common Areas

35.6. ADDITIONAL TERMS AND COVENANTS REGARDING THE DEED OF CONVEYANCE

- (i) After and subject to compliance by the Allottee(s) of each of his/her/their/its obligations to the satisfaction of the Promoter including but not limited to receipt by the Promoter of each of the several amounts due and payable by and/or to be deposited by the Allottee(s) (each as ascertained by the Promoter) and further subject to the Allottee(s) depositing with and/or making payment to the Promoter and/or to the concerned Governmental Authority of each of the amounts stipulated in this Agreement including those stipulated in para/Clause 35.7(iii) herein below and furthermore subject to the Allottee(s) not having committed any breach, violation, contravention etc. of any of the terms and conditions as stipulated herein and as determined by the Promoter, the Promoter and the Allottee(s) shall take steps to execute in favour of the Allottee(s), the deed of conveyance, whereby and where under the title in respect of the Said Unit and right to use of car parking space, if any shall be transferred and conveyed in favour of the Allottee(s), while the title in respect of the indivisible share in the Common Areas (Undivided Share) shall be transferred and conveyed in favour of the Association, such deed of conveyance (s) being in such form and containing such particulars and/or covenants and/or stipulations as drafted by the Advocate of the Promoter ("**Conveyance Deed**").
- (ii) In Addition, it is made clear by the promoter and Allottee(s) agrees that as per West Bengal Registration act, _____ percent (___ %) super Built-up area will be added on Carpet area of apartment to Deed of Conveyance for registry purpose.
- (iii) In addition to the amounts stated elsewhere in this Agreement, the Allottee(s) shall further be liable and responsible to and hereby and hereunder covenant(s) and undertake(s) to bear and pay inter alia: (i) the entire stamp duty, registration fees and other fees, taxes and charges as may be levied from time to time by the government and/or any other authority(ies) and/or any Governmental Authority on the afore stated transfer of the Said Apartment/Commercial Space and right to use of car parking space (if any), if any and/or the Undivided Share, including those applicable/prevaling at the time of registration of the Conveyance Deed. It being further clarified that all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of any conveyance deed of the Common Areas shall be borne and paid by all owners and Allottee(s) of units in the Project on pro rata basis.

35.7 ADDITIONAL TERMS AND COVENANTS REGARDING MAINTENANCE OF THE SAID BUILDING/SAID APARTMENT.COMMERCIAL SPACE APPURTENANT/PROJECT

- (i) The Allottee(s) along with the other Allottee(s) in the said Project shall join and form and register an organization or society or association or condominium or a limited company as determined by the Promoter (hereinafter referred to as the said "Association") to be known by such name as the Promoter may decide. For the said purpose, the Allottee(s) shall sign and execute application for registration and/or membership and other papers and documents as necessary for the formation and registration of such Association and for becoming a member, including byelaws of the proposed Association. The Allottee shall duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee(s) so, as to enable the Promoter to register the Association of the Allottee(s). Changes or modifications, if any, are to be made in the draft bye laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be, or any other Competent Authority. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit owners in complying with the above.
- (ii) The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the Project.
- (iii) The Allottee(s) hereby agrees and confirms that from the Outgoings Payment Commencement Date, the Allottee(s) shall be liable to bear and pay the proportionate share towards the outgoings in respect of the said Project (Common Expenses and expenses incurred for Common Purposes and expenses namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights, annual maintenance charges, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the same) irrespective of whether the Allottee(s) is in occupation of the said Apartment/Commercial Space or not and construction activity is continuing in adjacent Tower/Building/s and infrastructure, facilities and amenities are not fully completed. The Allottee(s) further agrees that till the Allottee(s)' share is so determined, the Allottee(s) shall pay to the Promoter provisional monthly contribution of maintenance charges and lump sum Maintenance Deposit towards the outgoings as mentioned in Para/ Clause 1.2 for such expenses. The Allottee(s) shall continue to pay all such outgoings as imposed by the competent authorities and / or concerned local authorities and proportionate charges to the Promoter, as may be demanded, from time to time.
- (iv) In case of failure of the Allottee(s) to pay the maintenance Charges or other charges on or before the due date, the Allottee(s) in addition to permitting the Promoter and/or Maintenance Company/Association to deny him/her/them/it the maintenance services, facilities, amenities, disconnection of water supply, disconnection of electricity etc. and also charging interest @2% per mensem on the due amount.
- (v) Upon the said Association being formed and registered, the rights, benefits and interests of the Allottee(s) shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement. The Allottee(s) hereby agrees to abide by all the rules and regulations framed by the Maintenance Company/Promoter as may be framed by the Maintenance Company/Promoter from time to time for the

upkeep and maintenance of the Project.

35.8 ADDITIONAL TERMS ON DEFECT LIABILITY

The Clause 12 hereinabove shall be subject to the condition that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee(s) taking over possession of the Said Unit Appurtenant, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- (ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee(s), the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- (iv) If the Allottee(s) after taking actual physical possession of the Said Unit Appurtenant Thereto, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Apartment/commercial space, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- (v) Different materials have different coefficient of expansion and contraction and as such because of this difference, there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high-rise building and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee(s) or his/her/their/its agents in the manner in which same is required to be maintained.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (viii) Any defect due to force majeure.
- (ix) Failure to maintain the amenities/equipments.
- (x) Due to failure of AMC.
- (xi) Regular wear and tear.

- (xii) If the Architect certifies that, such defects are not manufacturing defect or due to poor workmanship or poor quality.
- (xiii) Notwithstanding anything herein before contained it is hereby expressly agreed and understood that in case the Allottee(s), without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment/commercial space, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 1.2 herein above.

35.9 ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT OF THE PROMOTER TO CREATE CHARGE/MORTGAGE

- (i) Notwithstanding anything contained herein, by the execution of this Agreement the Allottee(s) has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other Encumbrances over and in respect of the Said Land and/or the Building and/or any part or portion thereof in favour of any bank and/or financial institution and/or any other persons providing loan and/or financial assistance to the Promoter for the purpose of development of the Project provided that no such mortgage, security, charge or other Encumbrances shall in any manner affect the right, title and interest of the Allottee(s). For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee(s) for creation of charge/ mortgage over any part or portion of the Said land and/or the Building, and no separate consent of the Allottee(s) shall be required for the said purpose.
- (ii) The Promoter undertakes to cause the said bank(s)/financial institution(s) to: (a) issue, if necessary, a no-objection letter in favour of the Allottee(s)/financier bank(s)/ financial institution(s) / any other persons to enable the Allottee(s) to take a home loan from any bank or financial institution for financing the purchase of the Said Unit; and (b) upon receipt by the Promoter from the Allottee(s) (to the complete satisfaction of the Promoter), of the full payment and/or deposit, as the case may be, of all sums, amounts etc. payable/to be deposited by the Allottee(s) in terms of this Agreement, before execution of the Conveyance Deed in favour of the Allottee(s), subject to the terms of this Agreement, the Promoter shall cause the mortgage, security, charge or other Encumbrances, if any created by the Promoter over and in respect of the Said Unit Appurtenant Thereto, to be discharged and/or released.

35.10 ADDITIONAL TERMS AND COVENANTS REGARDING THE RIGHT

a) Allottee(s)' Covenants:

The Allottee(s) covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable), admits and accepts that:

- (i) **Allottee(s) aware of and satisfied with common areas amenities and facilities and specifications:**

The Allottee(s), upon full satisfaction and with complete knowledge of the Common Areas, Amenities and Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee(s) has examined and is acquainted with the Project and has agreed that the Allottee(s) shall neither have nor shall claim any right

over any portion of the Project save and except the said **Unit** Appurtenant.

(ii) **Allottee(s) to mutate and pay rates & taxes:**

The Allottee(s) shall (1) pay all fees and charges and cause mutation in the name of the Allottee(s) in the records of the Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the said **Unit** Appurtenant (Date Of Conveyance) and (2) pay the rates & taxes (proportionately for the Project and wholly for the Said Unit Appurtenant from the date of possession notice and until the Said Unit Appurtenant is separately mutated and assessed in favour of the Allottee(s)), on the basis of the bills to be raised by the Promoter/Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that the Allottee(s) shall not claim any deduction or abatement in the previously mentioned bills.

(iii) **Allottee(s) to pay maintenance charge:**

The Allottee(s) shall pay maintenance charge on the basis of bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee(s) in respect thereof. The Allottee(s) further admits and accepts that (1) the Allottee(s) shall not claim any deduction or abatement in the bills relating to maintenance charge and (2) the maintenance charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

(iv) **Charge/Lien:**

The Promoter shall have first charge and/or lien over the Said Unit Appurtenant for all amounts due and payable by the Allottee(s) to the Promoter provided however if the Said Unit Appurtenant is purchased with assistance of a bank/financial institution/other persons, then such charge/lien of the Promoter shall stand extinguished on the bank/financial institution/other persons provided all dues payable to the Promoter are cleared by the Allottee(s) and/or such bank/financial institution/other persons.

(v) **Car Parking:**

That at the request of the Allottee(s), the Promoter hereby permits the Allottee(s) to use the number of Car Parking Spaces as set out in Part - II of Schedule "B" hereto within the Project on the Said Land. The allocation of these spaces shall be at the sole discretion of the Promoter and the Allottee(s) hereby agrees to the same. The Allottee(s) is aware that the Promoter has in the like manner allocated / shall be allocating other car parking spaces as sanctioned by the authorities to other Allottee(s) in the Project and undertakes not to raise any objection in that regard and the rights of the Promoter to raise any such objection shall be deemed to have been waived. The Allottee(s) hereby further warrants and confirms that the Allottee(s) shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottee(s) (including the Allottee(s) herein) of the Apartments in the Building and the Project.

(vi) **Future Contingency and Covenant of Allottee(s):**

The Allottee(s) agrees that these terms and conditions for sale and transfer of the Said Unit Appurtenant as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter in view of applicable laws, rules and regulations. The Allottee(s) agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

b) Obligations of Allottee(s):

The Allottee(s) shall:

(i) Co-operate in management and maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

(ii) Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the amenities. Common Areas, facilities and amenities.

(iii) Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment/commercial space from the date of fit out.

(iv) Meter and Cabling:

Be obliged to draw electricity 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 other apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee(s) shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

(v) Residential Use: [Applicable for Residential Allottee(s)]

Apartment(s) of residential floors shall use residential purpose only. Under no circumstances Allottee(s) shall use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee(s) shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, service apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place etc., which are considered as non-residential use.

(vi) Commercial Use: [Applicable for Commercial Allottee(s)]

Space(s) of commercial floors shall use commercial purposes only. Under no circumstances shall the Allottee(s) use or allow the commercial area to be used for unethical business. Moreover, Under no circumstances Allottee(s) shall use or allow the commercial area to be used for Bar, Dancing Bar, Singing Bar, Hookah Bar/Shisha

Bar etc.

(vii) **Maintenance of Apartment/Commercial Space:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment/Commercial Space, at the cost of the Allottee(s).

(viii) **Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

(ix) **Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

(x) **No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the said Building and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the said Apartment. The purchaser shall not decorate the exterior of the said flat, otherwise than in the manner the said flat will be delivered and decorated.

(xi) **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 the building. The Allottee(s) shall not install any dish antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee(s) then the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment/commercial space at the cost of the Allottee(s). In the event any change is made by the Allottee(s) after the date of Deed of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the said Apartment/commercial space to its original position at the cost of the Allottee(s). The Allottee(s) shall be liable to make payment of the previously mentioned cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee(s).

(xii) **No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the said Apartment/commercial Space and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

(xiii) **No Change of Name:**

Not to change/alter/modify the name of the Project from that mentioned in this Agreement.

(xiv) **No Nuisance and Disturbance:**

Not to use the said Apartment or the Common Areas or the 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 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 others.

(xv) **No Storage:**

That the purchaser shall not store any goods, articles or things in the stair case, staircase lobby, Common Areas or other portion thereof.

(xvi) **No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the common areas, amenities and facilities and not obstruct the Promoter in constructing on other portions of the Building and/or the Project and selling or granting rights to any person on any part of the said Building.

(xvii) **No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Apartment.

(xviii) **No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the common amenities and facilities.

(xix) **No Throwing Refuse:**

Not to 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 therefor. That the purchaser and / or other co-owners of the "SCHEDULE –A" premises shall not throw any dirt, rubbish, garbage or other refused in the said "SCHEDULE–B" property or in any portion of the building premises.

(xx) **No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

(xxi) **No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Apartment, the Common Areas, and the Building. In addition, he/she/they/its shall not store any type of equipment harmful to the Building, such as fertilizers, salt, inflammable materials in the said Apartment/commercial area(s), the Common Areas, and the Building, which does not cause any damage to the main structure of the residence. The purchaser shall not bring nor keep any inflammable or combustible articles in the said "SCHEDULE–A" property except Kerosene Oil for cooking purpose, Cooking Gas etc. which are normally used in a family.

(xxii) **No Signage/Signage for specific Place(s):**

[Applicable for Residential Owner(s) only] Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or

outside the windows and/or the outside walls of the said Apartment/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee(s) from displaying a standardized name plate outside the main door of the said Apartment.

[Applicable for Commercial space Owner(s) only] Purchaser cannot put up or affix signboards for his/her/their/its Business at will. The space to be designated by the promoter for affix the signboard. Purchaser shall affix his/her/their/its Business signboard only at the designated place provided by the Promoter.

(xxiii) No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

(xxiv) No Installing Generator:

Not to install, keep, or run any generator in the Said Apartment.

(xxv) No Misuse of Water:

Not to misuse or permit to be misused the water supply to the said Apartment.

(xxvi) No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee(s) or the family members, invitees, servants, agents or employees of the Allottee(s), the Allottee(s) shall compensate for the same.

(xxvii) No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.

(xxviii) No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

(xxix) No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

(xxx) No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/ terraces (if any) of the said Apartment.

(xxxi) Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee(s) to the Promoter Association in terms of this Agreement as also to pay all others taxes payable by the Allottee(s) in terms of this Agreement.

(xxxii) Notification regarding Letting/Transfer:

If the Allottee(s) lets out or transfers the said Apartment, the Allottee(s) shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

(xxxiii) No Right in Other Areas:

The Allottee(s) shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/Building save and except the said Apartment and the share in the Common Areas of the Project.

(xxxiv) Restriction regarding Pets:

Pets shall be immunized and be kept on a leash while in the common areas of the project. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the project campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.

(xxxv) Restriction regarding slaughtering:

NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing, which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Property.

c) Indemnity:

The Allottee(s) shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the said Building/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee(s) or the servants / agents / licensees / invitees/visitors of the Allottee(s) and/or any breach or non- observance by the Allottee(s) of the Allottee(s)' covenants and/or any of the terms herein contained.

d) Documentation for Loan:

The Promoter shall provide to the Allottee(s) all available documents so that the Allottee(s) may get loan from banks and financial institutions, if required by the Allottee(s).

36. ADDITIONAL DISCLOSER:

- 36.1.** That the Deed of conveyance to be executed and the conveyance thereof shall be such that marketable title shall vest thereby in the purchase in respect of the "SCHEDULE-B" property undivided proportionate share in the land underneath and the purchaser shall be entitled to enjoy the common services along with the other Flat Owners.
- 36.2.** That the vendors do hereby covenant with the purchaser that the said "SCHEDULE-B" property to be sold is free from all encumbrance and defects in title of any nature whatsoever and the vendors have full and absolute power to transfer and deliver possession of the said "SCHEDULE-B" property to the purchaser after completion of the same as per sanctioned plan.
- 36.3.** That The Krishnanagar Municipality granted sanction of the car parking spaces but the sanctioned car parking spaces or Parking Space (s) will not adequate to all the flat owners who will apply for apartment / unit in the proposed building with car parking spaces and the Promoter shall have every liberty to sale parking spaces for specific

apartment /unit owners and the other purchasers shall not raise any objection in this regards.

- 36.4.** That it is also agreed that the said "SCHEDULE-B" property shall be constructed with standard materials.
- 36.5.** That if any extra work is required to be done by the Vendors as per request of the purchaser, the Vendors shall first raise bill for such extra work and after the purchaser giving consent in writing the Vendors shall undertake the work and, in that event, the purchaser shall be liable to pay such extra charges for the extra work.
- 36.6.** That the water shall be available in the "SCHEDULE-A" premises through tube wells and the water shall be stored in the overhead water reservoir and from the said reservoir water shall be distributed to the individual Flat through water pipes.
- 36.7.** That the purchaser shall bear all expenses for Registration of Deed of conveyance and stamp duty and legal fees for the purpose of registration in respect of the said flat.
- 36.8.** That the purchaser shall have right to use the lifts and the top roof commonly for drying cloths, fixing up normal dish antenna, inspection of overhead tank, its maintenance and repairing, although the roof right (for new construction & sale) should retain to the First Part / VENDORS.
- 36.9.** That the purchaser should in his/her own expense install electric connection in his/her/their/its flat or for commercial area and will pay the charges etc. from his/her/their/its own fund as per rules and act of WBSEDCL and he/she/they/it will be liable for all acts and situations regarding his/her/their/its electric connection on present or in future and it is also agreed by and between the parties that the purchaser shall also bound to bear proportionate expenses at the time of installing the transformer.
- 36.10.** That it is also agreed by and between the parties that the purchaser and other co-owners of the building shall legally be bound to form a housing society of the building and also take all responsibility and liabilities for maintenance charges of the common areas, common lift, common electric pump etc. of the building.
- 36.11.** The Flat Purchaser shall take possession and arrange for registration of deed of SCHEDULE – B Flat within 15 days of the Vendors giving written notice to the Flat Purchaser intimating that the said flat is ready for use and occupancy.
- 36.12.** That it is also agreed by and between the parties that the purchaser should consider and pay for the extra area beyond plan, if any developed, while constructing the Flat.
- 36.13.** That all the terms and conditions made in this agreement should be abide by both parties in future through deed of Conveyance.

SCHEDULE – A

(SAID DEMAISED LAND/PROJECT LAND ABOVE REFERRED TO)

ALL THAT a piece or parcel of land measuring about 41.234 decimals lying at Mouza–Krishnagar, J. L. No. – 92 under P.S. – Kotwali, Dist. – Nadia appertaining to R.S. Plot No. – 7069, 7046, 7071, 7072, 7074, 7040, L.R. Plot No. – 9934, 9956, 9957, 9958, 9960, 9961, R. S. Khatian

No. – 5119/1, 473, 5114, 5087, 5073/1, corresponding to L.R. Khatian No. – 41633, within Krishnagar Municipality under ward no. 7 of R. N. Tagore Road bearing Holding No. 50. Butted and bounded as follows: –

On the North : Municipal Passage / Bye Lane.

On the South : House of Shyamal Ghosh & others, Doli Mukherjee, Ashok Ghosh & others, Municipal Passage / Bye Lane.

On the West : R. N. Tagore Road.

On the East : Municipal Passage / Bye Lane, House of Basanti Kundu, Doli Mukherjee & House of Mrinal Mukherjee

SCHEDULE – B
(SAID UNIT ABOVE REFERRED TO)
APARTMENT/COMMERCIAL SPACE

All that the building of schedule 'A' premises and parcel of that measuring about ____ sq. ft. (More or Less), including 25% Super built-up Area situated on the ____ floor, ____ facing, Flat no. – ____ in the schedule "A" Premises. Consisting of ____ bedrooms, ____ Drawing cum Dining cum Kitchen space, ____ toilet, ____ WC, ____ Balcony and proportionate share of land underneath the building and common areas and facilities as available in the "Schedule – A" Premises, delineated with duly bordered in the Floor Plan marked as Annexure – B.

PARKING SPACE

All that the Parking space being no. _____ measuring about _____ Square Feet, situated on the Basement Floor of the said Project out of the Developer's Allocation in the Project with undivided proportionate share of the land underneath the building described in the Schedule "A", along with right to common uses of the common area, amenities and facilities in the said Project, i.e. **PROTHAMA RAJPRASAD** and delineated in the plan annexed hereto and marked as Schedule B duly bordered thereon in the building at the Said Land.

Memo of Part Consideration

Signature of Promoters

SCHEDULE – C
(SAID TOTAL PRICE & PAYMENT PLAN ABOVE REFERRED TO)

PART – I TOTAL PRICE

The Consideration/Total Price of Rs. _____ (Rupees _____) only payable by the Allottee(s) to the Developer/Promoter for sale of the said Unit shall be as follows:-

Sl. No.	Consideration / Amount payable Towards	Rupees	GST
1.	Said Unit (calculated at the rate of Rs. _____/- (Rupees _____) only per sq. ft. of the Carpet Area of the Said Unit)	Rs.	Rs.
2.	Car Parking space	Rs.	Rs.
3.	One Two wheeler parking free; Extra Two Wheeler Parking Chargeable @ Rs. _____ per Two Wheeler Parking Space	Rs.	Rs.
4.	Balcony / Verandah	Rs.	Rs.
TOTAL :		Rs.	Rs.

PART – II PAYMENT PLAN

The said Total Price of Rs...../- (Rupees) only mentioned in this Agreement shall be paid by the Allottee(s) to the Developer/Promoter by Cheques/Pay Orders/ Demand Drafts drawn in the name of “PROTHAMA LIFESPACE” or by online payment (as applicable) as follows:

Payment Plan	Percentage / Amount	Due Within
LETTER OF INTEREST (LOI)/APPLICATION LETTER	2 Lakh only	-
Booking Amount	10 % (- 2 lakh as deposited with LOI	30 days

Note:

- GST or any other statutory taxes shall be charged extra as levied by the Government at a rate, applicable on the date of the demand. In case of the refunds if any, it will exclude the all taxes paid by you or payable by you against the demands raised till date of the refunds.

- Under section 194-1A of the Income Tax act, in case of the transfer of an immovable property of Rs.50 lac or more, TDS @ prevailing rate is required to be deducted by the transferee on Amount Payable to transferor.

SCHEDULE – D
(SPECIFICATIONS OF CONSTRUCTION ABOVE REFERRED TO)

FOUNDATION – The building is designed on R.C.C footing and frame as per design.

FLOORING – All the flooring shall be vitrified tiles floor. Toilet shall have 6 (Six) feet high glazed tiles over skirting on all side. W.C wall shall be same as toilet and flooring will be of tiles. Kitchen shall have 2.5 (Two & Half) feet high glazed tiles over the tabletop. Tabletop will be of granite and a steel sink will be fixed.

DOORS – Frames of all doors shall be of wood. Main door /entrance door & other door shutters shall be 'FLASH DOOR'. Toilets will be provided P.V.C. doors.

WINDOW & M. S. GRILL – All the windows shall be of Aluminum frame with grill and glass panels and handles with one coat of red oxide paint and one coat synthetic enamel paint for grill.

DOOR & WINDOW FITTINGS – All the doors fittings such as M.S. hinges, Hasbolt are made of steel. Door Handles are made with brass / steel. Vision apparatus will be fixed in main door. All window fittings such as stay handle will be of aluminum.

INTERNAL FINISH TO WALLS – All interior walls, ceiling of rooms, verandah, and kitchen cum dining space, living and toilet wall shall be finished upto primer coat except staircases & lobby.

SANITARY AND PLUMBING – All the internal and horizontal soil and waste water pipes shall be PVC. All the vertical soil, rain and waste water pipes shall be in 3" radius PVC pipes join with PVC mortars exposed to walls. All the rain water pipes shall be 3" radius standard quality PVC pipes. All the water supply pipes concealed to walls of toilet. Toilet will be one commode, with a lower down PVC cistern and WC will be one commode, with a lower down PVC cistern. One no 16"-20" white wash basin, shower with hot & cold-water provision, bathroom fittings such as stop-cock, bib-cock, pillar-cock will be standard quality fittings. One Washbasin will be fixed in Toilet/Living Room.

ELECTRIFICATION – All the internal wiring shall be provide concealed in polythene conduct. All wires shall be of copper. All switch board of M.S flash with walls with acrylic cover all switch of ISI stamped. Points for Inverter, AC, Geyser &/Washing machine will be charged extra. Adequate points provided all over the flat.

WATER SUPPLY – Each flat will be provided with water supply line from brick built overhead tank. Underground water stored in overhead tank through deep tube well by submersible pump.

ELEVATOR – 4 persons load bearing capacity semi/manual operated elevators will be provided for residents.

ANY EXTRA CONSTRUCTION OR FITTINGS OR TYPE OF CHANGES MADE WILL BE CHARGED EXTRA WITH PRIOR ADVANCE PAYMENT.

SCHEDULE – E
(Common Parts and Facilities ABOVE REFERRED TO)

1. The entrance of the schedule 'A' premises and the building.
2. Staircases leading to the ground & to the roof of the building.
3. Lifts leading to the ground & to the top floor of the building.
4. Lifts well
5. Common corridor at every floor
6. Fire Refuge Platform
7. The light points in the entrances of the building and staircases, staircases landing.
8. The overhead water reservoir.
9. The main water connection pipes which common from the reservoir of the said premises.
10. 24 X 7 Water supply.
11. The rain water pipes, Drains, Sewerages, Septic tanks Boundary Wall and all side passages in between the building and the boundary walls.
12. Electrical meter space, main electric meter, pumps and switches fixed in the common areas.
13. Generator facilities for Lights of common areas, Common pumps & Lifts only for Residential Purposes.
14. Fire Extinguishers.
15. Swimming Pool at Ground Floor.
16. Closed Circuit Cameras fixed in the common areas for Residential Purposes.
17. Intercom system fitted each flat to security room.

Finishing of all common Parts & Facilities in this schedule will be decided by the "Promotor" / First Part exclusively.

MEMORANDUM OF PART PAYMENT OF TOTAL PRICE

RECEIVED a sum of Rs...../- (Rupees) only as part consideration/Total Price for the said Unit as mentioned in SCHEDULE – B of this Agreement from the Allottee(s) as follows:

At the time of this Agreement: By Cheque No. _____ dated _____ drawn on _____, amounting Rs. _____ (Rupees _____ only).

IN WITNESS WHEREOF parties hereinabove 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 first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s): (including joint buyers)

(1) _____

Please affix
current
Photograph and
sign across the
Photograph

Please affix
current
Photograph and
sign across the
Photograph

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

Please affix
current
Photograph and
sign across the
Photograph

Please affix
current
Photograph and
sign across the
Photograph

(2) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____ Name –

Address _____

2. Signature _____ Name –

Address _____

PROTHAMA LIFESPACE
Debasriya Kaitly
Authorised Signatory