

ANNEXURE-A

[See rule 9]

Agreement for sale

This Agreement for Sale (**Agreement**) executed on this _____ day of _____, 20 ____.

By and Between

M/s MARVELLOUS INTRA PRIVATE LIMITED(CIN No.U51100WB1995PTC071132), a company incorporated under the provisions of the Companies Act,1956, having its registered and corporate office at20B, Abdul Hamid Street, 9th Floor, Kolkata-700069(PAN –AABCM7274Q), represented by its Director, Sri Rahul Agarwal(Aadhar No.2575 6021 6705) hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **One Part**.

AND

[If the Allottee is a company]

_____, (CIN No._____) a company incorporated under the provisions of the Companies Act, (1956 .or the Companies Act, 2013 as the case may be), having its _____ registered _____ office _____ at _____(PAN _____), represented by its authorized signatory _____, (Aadhaar no. _____) duly authorized

vide board resolution dated __, hereinafter referred to as the "**Allottee/Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **Second Part**.

[OR]

[If the Allottee 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 _____, (Aadhaar no _____) duly authorized vide hereinafter referred to as the "**Allottee/Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **Second Part**.

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar no. _____) son/daughter of _____, aged about _____ residing at _____, (PAN _____) hereinafter called the "**Allottee/Purchaser**" (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 assigns) of the **Second Part**.

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar 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/Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **Second Part**.

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

DEFINITIONS:

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

- a. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b. "**Advocate**" – shall mean such person or persons who may be appointed by the Promoter as the Advocate.
- c. "**Association**" shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Promoter and the representatives of all the buyers of Flat Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- d. "**Common Areas**" means shall mean such parts, portions and areas in the project site, which the first party identifies or earmarks for the time being to be for common use by all or any one or more of the transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made by the first party therein or thereto from time to time; more particularly described in Schedule "E".
- e. "**Force Majeure**" shall mean and include all types of natural calamities such as act of God, flood, tidal waves, earthquakes, riot, war, storm, tempest, fire, civil commotion, civil war , air raid, strikes, lockout, transport strike, notice or prohibitory order from local municipality/ panchayet/ corporation or any other statutory body and/ or bodies or any Court or Government regulation, laws or policies affecting changes in the municipal order or other rules or likely to affect the entire project or any part of the project, shortage of the essential commodities or any legal complications under any circumstances beyond the control of the Promoter herein .
- f. "**Masculine**" shall include feminine and vice versa.
- g. "**Parking Spaces**" means an area either enclosed or unenclosed, covered or open parking spaces designated in the premises on the Ground Floor for parking of two – wheeler or medium size motor cars.
- h. "**Rules**" means the West Bengal Housing Industry Regulation Rules. 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- i. "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act. 2017.
- j. "**section**" means a section of the Act.
- k. "**Singular**" shall mean the plural and vice versa.

WHEREAS:

A. Devolution of Title

1. WHEREAS Smt. Bela Agarwal W/o- Sri Pawan Agarwal, faith Hindu, Nationality Indian, by Occupation Housewife, resident of Shishu Bagan Bye Lane, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 03 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-617, LR Khatian No.- 1171, RS Plot No-1265, LR Plot No.-3025 (Area 09 Chhatak 13 Sq. Ft.), RS Khatian No.-168, LR Khatian No.- 1171, RS Plot No-1291, LR Plot No.-3025 (01 Cottah, 13 Chhatak 23 Sq. Ft.), RS Khatian No.-169, LR Khatian No.- 1171, RS Plot No-1292, LR Plot No.-3025 (Area 09 Chhatak 09 Sq. Ft.), corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Bela Agarwal, purchased the said property from Smt. Saraswati Chatterjee W/o- Sri Bangshidhar Chatterjee, of Searsole, Raniganj, by Regd. Deed of Sale bearing no.- 312 for the year 2005 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Bela Agarwal, sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-0007 dtd.- 04.01.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

2. WHEREAS Smt. Bulu Rani Dutta W/o- Sri Jawaharlal Dutta, faith Hindu, Nationality Indian, by Occupation Housewife, resident of Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.- 168 LR Khatian No.- 750, RS Plot No-1291, LR Plot No.-3025 (Area 01 Cottah, 03 Chhatak 24 Sq. Ft.), RS Khatian No.-93, LR Khatian No.- 750, RS Plot No-1294, LR Plot No.-3025 (12 Chhatak 21 Sq.

Ft.), corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Bulu Rani Dutta, purchased the said property from Sri Ramavatar Luharuwalla S/o- Lt. Prahlad Rai Luharuwalla and Smt. Pushpa Devi Luharuwalla, W/o- Sri Ramavatar Luharuwalla by a Regd. Deed of Sale bearing no.- 2820 for the year 1997 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Bulu Rani Dutta sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-0273 dtd.- 27.01.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

3. WHEREAS Smt. Archana Bagaria, Wife of Shri Arun Kumar Bagaria resident of NSB Road, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist- Burdwan (W.B), by faith Hindu, Nationality Indian, by occupation Housewife, was lawful owner of the land measuring an area 3 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under P.S.- Raniganj, A.D.S.R Office- Raniganj, Mouza- Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-168, LR Khatian No.-1085, R.S. Plot No. 1291, LR Plot No.-3025 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Archana Bagaria purchased the said property from Smt. Sikha Chatterjee, W/O- Sri Aditya Kumar Chatterjee of Jemehari by a Regd. Deed of Sale bearing no.- 553 for the year 2005 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Archana Bagaria sold & transferred the above noted land to the present Promoter namely M/S. MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1354 dtd.-25.04.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records accordingly.

4. WHEREAS Sri Anand Jain, Sri Adarsh Kumar Jain & Sri Amrish Jain all sons of Late Narendra Kumar Jain, all the residents of Moti Bazar, PO- Bahula, PS- Andal , A.D.S.R

office Raniganj, Sub-Division Durgapur, Dist-Burdwan (W.B), all by faith Hindu, Nationality Indian, by occupation Business were lawful owners of the land measuring an area 3 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under PS- Raniganj, A.D.S.R Office- Raniganj, Mouza - Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-168, LR Khatian No.-810, R.S. Plot No. 1291, LR Plot No.-3025 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza and recorded in BL & LRO records accordingly.

WHEREAS Sri Anand Jain, Sri Adarsh Kumar Jain & Sri Amrish Jain purchased the said property from Smt. Manimala Adhikari, W/O- Sri Ardhachandra Adhikari of Satgram, Jamuria by a Regd. Deed of Sale bearing no.- 1159 for the year 2005 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Anand Jain, Sri Adarsh Kumar Jain & Sri Amrish Jain, sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-2203 dtd.-09.07.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

5. WHEREAS Sri Smt. Mou Singh w/o Sri Krishna Gopal Singh & Smt. Sima Singh w/o- Sri Gopal Singh both the residents of Saldanga, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), by faith Hindu, Nationality Indian, by occupation Housewife, were lawful owners of the land measuring an area 3 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-168, LR Khatian No.-1649-1650, R.S. Plot No. 1290-1291, LR Plot No.-3025 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Smt. Mou Singh & Smt. Sima Singh purchased the said property from Sri Anandamoy Mukherjee, S/o- Lt. Nepal Chandra Mukherjee of Banjora, Mejia by a Regd. Deed of Sale bearing no.- 3384 & 3385 for the year 2003 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Mou Singh & Smt. Sima sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1353 dtd.-25.04.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

6. WHEREAS Sri Prem Jha S/o- Sri Anirudh Jha residents of Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), by faith Hindu, Nationality Indian, by Occupation Cultivation, was lawful owner of the land measuring an area 3 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-168, R.S. Plot No. 1290, LR Plot No.-3025 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Prem Jha purchased the said property from Sri Ramavatar Luharuwala S/o- Lt. Prahlad Rai Luharuwala and Smt. Pushpa Devi Luharuwala, W/o- Sri Ramavatar Luharuwala by a Regd. Deed of Sale bearing no.- 2917 for the year 1997 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Prem Jha sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1390 dtd.-08.05.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

7. WHEREAS Sri Malay Kumar Maji S/o- Sri Narayan Chandra Maji, by faith Hindu, Nationality Indian, by Occupation Deed Writer, residents of At & PO- Satgram, Jamuria A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B) was lawful owner of the land measuring an area 3 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-168, LR Khatian No.-1338, at present LR Khatian No.- 1753, R.S. Plot No. 1290, LR Plot No.-3025 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Malay Kumar Maji purchased the said property from Sri Bhaskar Roy S/o- Lt. Bhabesh Chandra Roy of Raniganj, by a Regd. Deed of Sale bearing no.- 2550 for the year 2006 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Prem Jha sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1355 dtd.- 25.04.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

8. WHEREAS Smt. Shanta Chatterjee W/o- Sri Prasanta Chatterjee, faith Hindu, Nationality Indian, by Occupation Housewife, resident of Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.- 168 LR Khatian No.- 1062, RS Plot No-1290, LR Plot No.-3025, corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Shanta Chatterjee, purchased the said property from Sri Ramavatar Luharuwalla S/o- Lt. Prahlad Rai Luharuwalla and Smt. Pushpa Devi Luharuwalla, W/o- Sri Ramavatar Luharuwalla by a Regd. Deed of Sale bearing no.- 3264 for the year 1997 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Shanta Chatterjee sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1316 dtd.- 22.03.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

9. WHEREAS Smt. Manasi Sen W/o- Sri Pinaki Sen, faith Hindu, Nationality Indian, by Occupation Housewife, resident of M. C. Road, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 03 Cottah 02 Chhatak in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.- 168, RS Plot No-

1290, LR Plot No.-3025, corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Manasi Sen, purchased the said property from Sri Ramavatar Luharuwalla S/o- Lt. Prahlad Rai Luharuwalla and Smt. Pushpa Devi Luharuwalla, W/o- Sri Ramavatar Luharuwalla by a Regd. Deed of Sale bearing no.- 723 for the year 2003 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Manasi Sen sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-0008 dtd.- 04.01.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

10. WHEREAS Sri Pawan Kumar Kejriwal S/o- Sri Gopal Das Kejriwal & Sri Subodh Bhutia, S/o- Sri Shankarlal Bhutia, both by faith Hindu, Nationality Indian, by Occupation Business, resident of Shishu Bagan, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), were lawful owners of the land measuring an area 3 Cottah 13 Chhatak 39 Sq. Ft. in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.-168, LR Plot No.- 3025 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Pawan Kumar Kejriwal & Sri Subodh Bhutia, purchased the said property from Smt. Iti Maji W/o- Sri Lakshi Narayan Maji & Si Krishna Gopal Singh S/o- Lt. Ramlakhan Singh, both of Raniganj, by Regd. Deed of Sale bearing no.- 2946 & 2951 for the year 2003 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Pawan Kumar Kejriwal & Sri Subodh Bhutia, sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1892 dtd.-13.06.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

11. WHEREAS Smt. Girja Pandey, W/o- Sri Ram Krishna Pandey, by faith Hindu, Nationality Indian, by Occupation Housewife, resident of Amkola Colliery, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah 08 Chhatak in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.- 168, RS Plot No-1290, LR Plot No.-3025, corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Girja Pandey, purchased the said property from Smt. Rita Roy, W/o- Sri Aditya Kumar Roy, by a Regd. Deed of Sale bearing no.- 2497 for the year 2004 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Manasi Sen sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-0672 dtd.- 19.02.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

12. WHEREAS Sri Goutam Khan S/o- Sri Subodh Chandra Khan, by faith Hindu, Nationality Indian, by Occupation Business, resident of Shishu Bagan, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah 08 Chhatak in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, RS Khatian No.- 168, RS Plot No-1290, LR Plot No.-3025, corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Goutam Khan, purchased the said property from Smt. Shankari Sharma W/o- Sri Gobinda Prasad Sharma by a Regd. Deed of Sale bearing no.- 987 for the year 2007 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri. Goutam Khan sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I- 1352 dtd.-

25.04.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

13. WHEREAS Sri Sunil Kumar Ganeriwala S/o- Sri Dinanath Ganeriwala, by faith Hindu, Nationality Indian, by Occupation Business, resident of 22, CLM Lane, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah 08 Chhatak in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.- 168, RS Plot No-1290, (Area 14 Chhatak 41 Sq. Ft.), RS Plot No-1291 (01 Cottah 09 Chhatak 04 Sq. Ft.), both LR Plot No.-3025 corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Sunil Kumar Ganeriwala, purchased the said property from Smt. Nirmala Devi W/o- Sri Ramrup Prasad Sharma by a Regd. Deed of Sale bearing no.- 113 for the year 2005 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri. Sunil Kumar Ganeriwala sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-2666 dtd.-20.08.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

14. WHEREAS Smt. Manorama Singh, W/o- Sri Ram Pravesh Singh, by faith Hindu, Nationality Indian, by Occupation Housewife, resident of Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah 08 Chhatak in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.- 168, RS Plot No-1291, LR Plot No.-3025 corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Manorama Singh, purchased the said property from Sri Ramavatar Luharuwalla S/o- Lt. Prahlad Rai Luharuwalla and Smt. Pushpa Devi Luharuwalla, W/o- Sri Ramavatar Luharuwalla, of Raniganj by a Regd. Deed of Sale bearing no.- 2815 for the year 1997 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Manorama Singh sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1462 dtd.-11.05.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

15. WHEREAS Sri Shev Jee Tiwari S/o- Sri Kedar Nath Tiwari, by faith Hindu, Nationality Indian, by Occupation Business, resident of 13, CLM Lane, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 02 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.- 168, RS Plot No-1291 (Area 01 Cottah 12 Chhatak), & RS Khatian No.- 93, RS Plot No-1294 (04 Chhatak), both LR Plot No.-3025 corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Shev Jee Tiwari, purchased the said property from Smt. Deepti Jain W/o- Sri Kuldip Jain of Raniganj by a Regd. Deed of Sale bearing no.- 3160 for the year 2006 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri. Shev Jee Tiwari sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-2523 dtd.- 31.07.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

16. WHEREAS Sri Sitangshu Deb S/o- Lt. Dinesh Chandra Deb & Smt. Supriya Deb, W/o- Sri Sitangshu Deb, both by faith Hindu, Nationality Indian, by Occupation Cultivation, resident of NSB Road, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), were lawful owners of the land measuring an area 02 Cottah 08 Chhatak 02 Sq. Ft. in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.-168, LR Khatian No.-1069 & LR Plot No.-3025, RS Plot No.-1290 (Area 01 Cottah, 14 Chhatak 08 Sq. Ft.) & RS

Plot No.-1291 (Area- 09 Chhatak 39 Sq. Ft.) corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Sitangshu Deb & Smt. Supriya Deb, purchased the said property from Sri Santanu Mukherjee, S/o- Lt. Sudhir Mukherjee, both of Shishu Bagan, Raniganj, by Regd. Deed of Sale bearing no.- 3035 for the year 1999 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Sitangshu Deb & Smt. Supriya Deb, sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1743 dtd.-03.05.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

17. WHEREAS Smt. Bandana Sharma, W/o- Sri Sushil Sharma, by faith Hindu, Nationality Indian, by Occupation Housewife, resident of Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owner of the land measuring an area 04 Cottah 08 Chhatak 35 Sq. Ft. in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.- 168, RS Plot No-1290, LR Plot No.-3025 corresponding to and his name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Smt. Bandana Sharma, purchased the said property from Sri RamavatarLuharuwalla S/o- Lt. Prahlad Rai Luharuwalla and Smt. Pushpa Devi Luharuwalla, W/o- Sri RamavatarLuharuwalla, of Raniganj by a Regd. Deed of Sale bearing no.- 2211for the year 2003 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Smt. Bandana Sharma sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-2668 dtd.-21.06.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

18. WHEREAS Sri Rajesh Losalka S/o- Sri Nanak Ram Losalka & Smt. Punam Losalka, W/o- Sri Gopal Losalka, both by faith Hindu, Nationality Indian, by Occupation Cultivation, resident of NSB Road, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), were lawful owners of the land measuring an area 05 Cottah in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.-168, LR Plot No.-3025, RS Plot No.-1290 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Rajesh Losalka & Smt. Punam Losalka, purchased the said property from Smt. Parul Mukherjee, W/o- Lt. Sudhir Mukherjee, of Raniganj by Regd. Deed of Sale bearing no.- 645 (Area 02 Cottah 06 Chhatak 30 Sq. Ft.) & Regd. Deed of Sale bearing no.- 646 (Area 02 Cottah 09 Chhatak 15 Sq. Ft.) both for the year 1998 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Rajesh Losalka & Smt. Punam Losalka, sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-1930 dtd.-19.06.2007 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

19. WHEREAS Sri Karu Prasad Yadav S/o- Sri Lt. Juleshwar Prasad Yadav, both by faith Hindu, Nationality Indian, by Occupation Cultivation, resident of Saldanga, Raniganj, P.O, P.S & A.D.S.R office Raniganj, Sub-Division Asansol, Dist-Burdwan (W.B), was lawful owners of the land measuring an area 02 Cottah 03 Chhatak 20 Sq. Ft. in the Dist. of Burdwan, Sub-Division Asansol, under Raniganj P.S., A.D.S.R Office- Raniganj, Mouza Amrasota, J.L.No. 18, Ward No. 34 under Asansol Municipal Corporation, both RS Khatian No.-168, LR Plot No.-3025, RS Plot No.-1290 corresponding to and their name had been recorded in the finally published R.S. record of Right of the said Mouza.

WHEREAS Sri Karu Prasad Yadav, purchased the said property from Sri Ramavatar Luharuwalla S/o- Lt. Prahlad Rai Luharuwalla and Smt. Pushpa Devi Luharuwalla, W/o- Sri Ramavatar Luharuwalla, of Raniganj & Regd. Deed of Sale bearing no.- 3275 for the year 1997 of ADSR Office Raniganj for a valuable consideration.

AND WHEREAS subsequently being lawful owner & possessor aforesaid Sri Karu Prasad Yadav, sold & transferred the above noted land to the present Promoter namely M/S MARVELLOUS INTRA PRIVATE LIMITED vide Sale Deed No. I-2378 dtd.-28.05.2010 and such was duly registered before the Addl. Dist. Sub. Registrar office Raniganj and recorded in BL & LRO records.

AND WHEREAS by virtue of aforesaid purchase Promoter company acquired lawful, perfect and bonafide title and ownership over the said landed property totally admeasuring 3718 square meters as mention in schedule 'A' (herein after referred to as the "**Said Land**") and has been in possessing the same peacefully and uninterruptedly to the knowledge of all the relevant competent government departments.

- B. The Said Land is earmarked for the purpose of building a residential project comprising of three residential blocks of G + 4 multistoried apartments consisting of **84 (Eighty-Four) nos.** of self-contained and complete apartments and the said project shall be known as '**MARVELLOUS GRAND**' ("**Project.**")
- C. 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.
- D. The Promoter has accomplished NOC from West Bengal Fire & Emergency Services vide Memo No.-Dy./DFS/1579/2013 dated 03.09.2013, Divisional Forest Officer, Durgapur Division vide Clearance No.-20/CC/D/2016, dated 12.07.2016 and Asansol Durgapur Development Authority vide Memo No.-ADDA ASL/38/V/155/FL/NOC/57 dated 03.04.2014.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Asansol Municipal Corporation vide Memo No. 26(i)/BP/AMC/HO/17, 26(ii)/BP/AMC/HO/17, 26(iii)/BP/AMC/HO/17, 26(iv)/BP/AMC/HO/17 and 26(v)/BP/AMC/HO/17 Dated 01.03.2017. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted 1 (One) apartment bearing Flat no. _____, admeasuring super built up area (incl. exclusive balcony) of _____ square feet equivalent to carpet area of _____ square feet and exclusive balcony carpet area of _____ square feet, be the same a little more or less, _____ type, on _____ floor in Block no. _____ (“Building”) along-with right to park one medium size car/one two-wheeler on Ground Floor in an independent covered/ dependent covered/ dependent open parking space and of pro rata share in the common areas (hereinafter referred to as the “**Apartment**” more particularly described in Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking space (if applicable) as specified in para G.

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

1. TERMS:

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

1.2. The Total Price for the Apartment bearing Flat no. _____, admeasuring super built up area (incl. exclusive balcony) of _____ square feet equivalent to carpet area of _____square feet and exclusive balcony carpet area of _____ square feet, be the same a little more or less, _____type, on _____ floor in Block no. _____ (“Building”) along-with right to park one medium size car/one two-wheeler on Ground Floor in an independent covered/ dependent covered/ dependent open parking space is Rs. _____ (Rupees _____only) ("**Total Price.**")

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- ii. The Total Price above **excludes** Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) from time to time shall be borne by the Allottee herein, up to the date of handing over the possession of the apartment to the Allottee and the project to the association or the competent authority, as the case may be, after obtaining the completion certificate; provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/ modification.
- iii. The Total Price of Apartment **includes** recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges and external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as mentioned in Schedule D and Schedule E.

- iv. The Total Price of Apartment **excludes** Electricity Transformer & Connection charges, DG Connection charges, Maintenance Charges, Maintenance Deposit/ Sinking Fund, Association Formation Charges, Documentation/ Legal charges, Stamp Duty, Registration fees and other out of pocket expenses which shall be borne by the Allottee himself. That the Promoter shall arrange for separate electric meter for the Allottees of the respective flat from the W.B.B.S.E./I.P.C.L. All the expenses for the fixation of meter and respective deposit and rent shall be borne by the respective Allottees. The Promoter will provide Electric Transformer and Generator Set and the respective Allottee shall be liable to pay a sum of Rs. 60,000/- (Rupees Sixty thousand) only to the Promoter.
- v. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i)& (iv) above along-with the GST, as applicable, and mentioned in clause (ii); and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein.
- vi. That if Allottee desires to have the construction of any additional work, fitting, or fixture, in respect of construction of the said apartment, the Allottee shall have to pay the additional payment thereof to the Promoter.

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

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

1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet, recalculated for carpet area, as agreed in para 1.2 of this Agreement.

1.7. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- i. The Allottee shall have exclusive ownership of the Apartment;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, it is clarified that the Promoter shall hand over the common areas to the association after duly obtaining the completion certificate from the competent authority *as* provided in the Act;
- iii. The Total Price of Apartment **includes** recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges and external development charges and includes cost for providing all other facilities,

amenities and specifications to be provided within the Apartment and the Project as mentioned in Schedule D and Schedule E.

- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along with one parking space, if any, as mentioned in para G shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.10. The Allottee has paid a sum of Rs. _____(Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of **Marvellous Intra Privat Limited.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE

3.1. The Allottee, 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if

any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME ISSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws and density norms and provisions prescribed by the State laws 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:

7.1. Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on unless there is delay or failure due to Force Majeure conditions. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are 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 without any interest from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of Apartment- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association 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 without any interest within 45 days of such cancellation.

7.6. Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter 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, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The 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 or Authority with respect to the said Land, Project or the Apartment;

- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association or the competent authority, as the case may be;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule 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 till the completion certificate has been issued and possession of apartment along with common areas (equipped with all the specifications. amenities and. facilities) has been handed over to the Allottee and the association or the competent authority, as the case may be;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, 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.

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

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in

that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- ii. In case of Default by Allottee under the condition listed above continues for a period beyond **one month** after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money, without any interest, paid to him by the Allottee by deducting the booking amount paid for the allotment; and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

The cost for registration fees and stamp duty and other incidental charges shall be borne by the Allottees herein and all the legal documents will be prepared by the Advocate appointed to look after the legal aspect of the said proposed project and all sorts of expenses be paid to them before registration of such Deed of Conveyance, as the case be, including out of pocket expenses incidental thereto but the stamp duty and registration fees, which would be paid by the Allottees directly through online portal of the Government of West Bengal and forwarded the copy of the paid challan to the advocates for necessary inputs.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association upon the issuance of the completion certificate of the project. The cost of such maintenance hasn't been included in the Total Price of the Apartment and the Allottee will have to pay to the Promoter maintenance cost of carpet area of such of their respective flat Allottees, till the date of handing over maintenance management of the said Project by the Promoter to the proposed association of end users. So long as each flat, is assessed separately or form the flat owners association of the ownership flat the Allottees will bear the proportionate tax payable to municipality/panchayat / other statutory bodies and/ or maintenance expenses along-with other common expenses, etc.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the 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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good

and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association and/or maintenance agency appointed by association. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4. The Allottee shall not carry on any obnoxious offensive illegal or immoral activity in the said apartment or in any other portion of the said building at the said premises in any manner whatsoever.
- 15.5. The Allottee shall not take telephone and cable T.V. connection in the "Schedule-B" flat by path which will obstruct the architectural design and view of the said building.
- 15.6. The Allottee shall not cause any nuisance or annoyance to the other occupants of the other flat or the said building or any other building or any other portion of the said premises in any manner whatsoever.
- 15.7. The Allottee shall not do anything whereby the other/occupier of the building or any other building at the said premises obstructed in or prevented from enjoyment their respective occupation quietly and exclusively and user or common area of the said building jointly.
- 15.8. The Promoter shall allot Parking space to the intending Allottee in the ground floor of the above-mentioned apartment as per first come first serve basis or else the Promoter shall have the discretionary power to allot such space at his will. Any Allottee in the aforesaid building shall not raise any kind of parking clause objection for the same.

15.9. The Allottee shall not be entitled to restrict or obstruct the right of the Promoter to permit the use of any passage, back-space, roof of the top floor or other portion in the said building for the purpose and use which he hereby grants consent to the same and agrees not to raise any objection thereto whatsoever or howsoever.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.BY PARTIES:

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

17. ADDITIONAL 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OR THERELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 and other various laws/ regulations as applicable to the project.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. 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, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the

Allottee in connection therewith excluding the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

27. 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.

28. PLACE OF EXECUTION:

The execution of the Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and is duly executed by the Allottee; or simultaneously with the execution the said Agreement shall be registered at the office of the A. D. S. R., Raniganj.

29. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)

M/sMARVELLOUS INTRA PRIVATE LIMITED (Promoter name)
20B, Abdul Hamid Street, 9th Floor, Kolkata-700069(Promoter Address)

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

30. JOINT ALLOTTEE

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the apartment prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNINGLAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable 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 under the Arbitration and Conciliation Act, 1996. In case of any unresolved dispute, the respective Jurisdiction will be Kolkata.

34. None of the terms and conditions as set out in this agreement are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

**SCHEDULE 'A' - DESCRIPTION OF THE LAND OFFERED FOR DEVELOPMENT OF
THE PROJECT**

In the Dist. of Burdwan, P.S – Raniganj. Sub – Division – Asansol, Addl. Dist. Sub – Registry office Raniganj, Mouza – Amrasota, J.L.No –18 under Asansol Municipal Corporation, Ward No - 34, appertaining to on L.R. Plot No. 3025 under R.S Plot No. 1265, 1290, 1291, 1292 & 1294 under Khatain No. 1991 measuring an area of land of 0.9185 acres (3718 Sq. Mtr.) with three residential blocks of G+4 Storied residential building named & styled as “MARVELLOUS GRAND”” at N.S.B Road, Raniganj.

The Property butted & bounded by:-

On the North - Plot of another Party

On the South - Mihir Bag Gymnasium

On the East - Gurukul Vidyapith School

On the West - Road

SCHEDULE 'B' - DESCRIPTION OF THE APARTMENT AND PARKING SPACE

In the above District, Mouza, P.S. etc. all that one self -contained residential Flat being No. admeasuring super built up area (incl. exclusive balcony) of _____ square feet equivalent to carpet area of _____square feet and exclusive balcony carpet area of _____ square feet, be the same a little more or less, _____type, on _____ floor in Block no. _____ (“Building”) of the said “MARVELLOUS GRAND” “.....”, consisting of Three room, One drawing cum dining, Two toilets, one kitchen, One balcony with all fittings, fixture, easement right etc. and along-with right to park one medium size car/one two-wheeler on Ground Floor in an independent covered/ dependent covered/ dependent open parking space, if any, at Ground Floor “MARVELLOUS GRAND” consisting of part of the “B” schedule property along with proportionate undivided share or interest in the “A” schedule land covered by said building name as “MARVELLOUS GRAND” “.....”.

SCHEDULE 'C' - PAYMENT PLAN

No. of Installments	Stages of Payment	%of sales consideration
First	On Booking & Agreement	Rs.10% + 5% + GST, as applicable
Second	On Casting of ground floor roof	15%+ GST, as applicable
Third	On Casting of First floor roof	15% + GST, as applicable
Fourth	On Casting of Second Floor roof	15% + GST, as applicable
Fifth	On casting of third floor roof	15% + GST, as applicable
Sixth	On casting of fourth floor roof	15% + GST, as applicable
Seventh	On completion of flat	10% + GST, as applicable + Other Charges as per para 1.2

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES. FACILITIES (WHICH ARE PART OF THE APARTMENT)

FOUNDATION	: Stone column / isolated footing with the beams connecting the column.
STRUCTURE	: Building to be constructed by RCC framed structures.
WALLS	: By 1st class bricks, all external walls will be made 10” with mortar 1:6 proportions and all inner walls be provided 3” & 5” thickness with mortar 1:3 and 1:4 as required with a suitable cement sand mortar plaster.
DOORS	: Main doors wooden frame with door panel and other door will provide commercial Flush door painted both sides, flush door will be provided in kitchen and Plywood door in Toilet.
WINDOW	: Window by alluminium frame and M.S grill with Glass Only.
FLOORING	: All floors will be covered by Vitrified / Ceramic Tiles with common size with white and black cement.
TOILET	: Titles floor and wall covered with glazed titles 6’ height.
KITCHEN	: Floor will be provided with concrete slab to be provided in kitchen top slab, with one steel sink & wall of cooking with glazed tiles upto 2” height.
PLUMBING	: Plumbing lines will be laid with conceal arrangement with all fixture viz. pan/commode, wash basin cistern; (PVC) shall be standard quality.
COLOUR	: Snowchem will be provided in external walls of the entire Apartment. Paris to be provide inner walls and ceiling over plaster of parish internal portion.

And two coat painting over doors, window, grills, gate, etc. will be provided over a coat of primer.

ELECTRICAL	: Concealed wiring of reputed make will be provided in every flat.
BALCONY	: It will be covered by M.S.Railing only.
WATER	:Deep bore well with U.G. tank (common) and O.H tan for water supply.
LIFT	: 24 hour Lift service.
SECURITY	: Separate security Room

SCHEDULE 'E'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1. Stair cases up to the top floor and lift.
2. Stair case landing up to top floor.
3. Common passage, entrance.
4. Fire-Fighting Equipments.
5. Water pump, underground water pipes, underground water reservoir tank, Septic Tank, and plumbing's.
6. Electrical wiring, lines, pumps, & stair case lights, meter and fitting.
7. Drainage & sewers.
8. One common toilet in the ground floor for care taker & servants.
9. Boundary walls and main gate.
10. One Swimming Pool
11. One Community Hall
12. One Gymnasium
13. One Game Room

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: (including joint buyers)

1) Signature _____
Name _____
Address _____

Please affix
Photographs
and Sign
across the
photograph

2) Signature _____
Name _____
Address _____

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

1) Signature _____
Name _____
Address _____

Please affix
Photographs
and Sign
across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1) Signature _____
Name _____
Address _____

2) Signature_____

Name_____

Address_____
