22. **INDEMNITY:**

22.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or guidelines or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owner in pursuance hereof. Further to the aforesaid, the Developer will separately execute and register an Indemnity in favor of the Owners, if required by the Owners.

22.2 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all losses, damage or liability (whether criminal or civil) suffered by the Developers in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said land or any of their representations being incorrect. Further to the aforesaid, the Owners will separately execute and register an Indemnity in favor of the Developer ,if required by the Developer.

23. **MISCELLANEOUS:**

23.1 This agreement is being entered into by the Developer prima facie being satisfied about the right, title and interest of the Owner in respect of the said land without a detailed investigation of title thereof and the Building Plan has duly been Sanctioned morefully described hereinabove the owner shall keep the Developer safe, harmless and indemnified against any liability in respect of the Title of Said land .

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23.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

23.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

23.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

23.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

23.6 The Developer will register this Agreement and shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

23.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of Owners. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorisation as may be relevantly required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other

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documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

23.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

23.9 The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes and/or financial impositions in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's.Allocation. Similarly the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.

23.10 Simultaneously with the signing of this Agreement the Owners have put the Developer in physical possession of the said entire land and structures on part of the said entire land and the Developer will be entitled to use the said rooms for office/residential purposes or staff quarters or any other use.

24.**DEFAULTS:**

24.1 The following shall be the events of default by the Owners:-

a) If the Owner fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owner to the said land.

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b) If the Owner fails to apply for and obtain mutation of the said land in the names of the owners with the records of the B.L.& L.R.O in terms hereof.

c) If the Owner fails to apply for and obtain mutation of the said land in the names of the respective Owner with the records of the Municipality in terms hereof.

d) If the Owner fail to comply with any other obligation contained herein.

24.2 In case the Developer fails to develop and/or construct, following such pace, speed and/or standard qualitative and/or quantitative parameters of construction and Development, so much so, that the probable trajectory consistency of Development / construction on the said land is insufficiently obvious and deficiently constrained to complete such construction and Development within Four years or within the grace period of one year counted on and from the date of execution of these presents, then such shall be regarded as Default from the part of the Developer which would empower the Owners to seek indemnification of the entire loss suffered by the owner under this development agreement.

24. 3 In case the Developer fails to service and pay back the mortgage loan amount or any loan amount or financial due to the Bank/ Financial Institution, from which if at all it had availed such financial assistance, then such shall be regarded as Default from the part of the Developer, which would empower the Owners to seek indemnification of the entire loss suffered by the owner under this development agreement .

24.4 In case the developer fails to comply with any of its statutory and/or contractual obligations as written in these presents or otherwise, then such

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shall be regarded as Default from the part of the Developer, which would empower the Owners to seek indemnification of the entire loss suffered by the owner under this development agreement.

24.5 In case the Developer avails of financial assistance, either in form of constructional loan and/or mortgage loan and/or any other loan of whatsoever nature and thereafter causes usage of such for any other purpose other the Development and construction on the said land, then such shall be regarded as Default from the part of the Developer, which would empower the Owners to seek indemnification of the entire loss suffered by the owner under this development agreement.

24.6 The Owners herein have empowered and authorized the Developer to initiate, complete and cause all statutory compliance, Municipal compliance related to construction for and on behalf of them, at the sole and exclusive costs, fees and expenses of the Developer and in case any deviation, insufficiency and /or noncompliance in this regard occurs, then such shall be regarded as Default from the part of the Developer and the Owners would not and never be liable and/or responsible in such regard.

24.7 Each and every apartment and/or saleable unit of area and/or transformable unit of area would get booked and/or agreed to be sold and/or sold and/or transferred at such price to be jointly decided by the owners and the Developer in writing and by operation of and under refuge of such documentation as drafted and drawn by Advocates of both the Owners and the Developer and in case of deviation and noncompliance of such either from the Developer or from the Owners would constitute and be regarded as a default from the side making such noncompliance and/or deviation, thereby empowering the other party to seek indemnification of the entire loss suffered by the owner under this development agreement

24.8 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the

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defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.

24.9 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.

24.10 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.

24.11 On expiry of the said period of notice, if the defaulting party are the Owner, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owner and shall be entitled to complete the same at the, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.

25. **FORCE MAJEURE:**

25.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Agreement or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any

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relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse effect or impact on the Project and/or the said Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

25.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

25.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof .

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25.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable andeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

26. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion of the Complex/ Project. Neither Party shall, except as provided in clause 25, have the right to terminate the Agreement.

27. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties herein.

28. **TERMINATION**

(i) The Owners recognize and acknowledge that the Developer has invested and will further be investing substantial sums of money and time in the Project and the Developer has entered into this Agreement on the specific understanding that the Owners shall not be entitled to terminate this Agreement for any reason whatsoever after work has started on any part or portion of the said Project Land and the Developer has entered into agreements for sale with any prospective buyer(s).

(ii) Despite this understanding if the owners decide to resile from this Agreement resulting in its cancellation for any reason whatsoever,

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the Owners shall refund the Security Deposit and expenses incurred by the Developers for the purpose of development till the date to the Developers along with interest @12% p.a. (Twelve Percent per annum)

(iii) If there is any breach of the agreements, covenants or representations on the part of the Developer and such breach is not cured by the Developer within 30 days from the date Owners notify the Developer about such breach, the Owners shall be entitled to seek specific performance of this agreement.

(iv) The Developer shall be entitled to terminate this Agreement in case:

(a) The Conditions Precedent are not satisfied/completed within 90 days from the Date of this Agreement or such other date as may be extended by the Developer from time to time in writing at its sole discretion; or

(b) the Government Authorities concerned refuse to provide the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976/or under any Applicable Laws is refused; or

(c) the performance of this Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition

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In case of such termination the Owners shall forthwith refund the Security Deposit and expenses with interest to be calculated @ 12 % (Twelve Percent) per annum and the Developer shall not vacate the said Land until such refund is made. However, it is provided that in case the Developer has availed Project Finance, in such event the termination will take effect only upon satisfaction of the outstanding liability of the Bank/Financial Institute as arising at the material time.

29. **ORIGINAL/CERTIFIED COPY**

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.,

30. **ASSIGNMENT AND SUB CONTRACT**

30.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company without the prior written consent of the Owners.

30.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

30.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

31. **FURTHER ACTS**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the

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transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

32 AUTHORIZATION

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the full authority and sufficient power to sign and execute this Agreement on behalf of the Parties for whom they are signing.

33. CONFLICT

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Said Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

34. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

35. NOTICE:

35.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission electronic mail [e-mail] or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such

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other address as is otherwise notified by each party from time to time). So far as the Owners and Developer are concerned the notice should only be given to:

a) **In case of the Owners:**

MR. VISHAL OSATWAL

Son of Shri RAJESH KUMAR OSATWAL,

4A, NARENDRA CHANDRA DUTTA SARANI, 2ND FLOOR,

P.O GPO P.S HARE STREET Kolkata – 700001

b) **In case of the Developer:**

MR. RAM NARESH AGARWAL

36/1A, ELGIN ROAD,

KOLKATA – 700 020.

35.2 Any such notice or other written communication shall be deemed to have been served:

35.2.1 If delivered personally, at the time of delivery and duly receipted.

35.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

35.2.3 If sent by facsimile transmission or e-mail, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile or e-mail was sent. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 36.2.1 or 36.2.2 above.

35.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the

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postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

36. ARBITRATION:

(I) The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties could not settle such Disputes mutually by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if could not be solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration shall be conducted in English and venue shall be Kolkata only.

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

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37. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising here from.

THE FIRST SCHEDULE ABOVE REFERRED TO:[1]

PART - I

(Said Land)

ALL THAT the pieces and parcel of land containing an area of **242 Cottahs** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Udairajpur (J.L.No 43), having single Holding No. 81/5 under A.D.S.R Barasat, Police Station Barasat, under Madhyamgram Municipality in the District of North 24 Parganas as detailed below:

SCHEDULE

SL. NO.	LR DAG NO.	TOTAL AREA	PURCHASED AREA (DEC.)
1	2415	82	2
2	2437	52	27.71
3	2438	34	34
4	2439	39	39
5	2440	50	50
6	2441	107	102.59
7	2442	21	21
8	2443	17	17
9	2444	8	8
10	2445	10	10
11	2446	6	6

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12	2447	50	50
13	2448	15	15
14	2449	17	17
		508	**399.3**

THE SECOND SfCHEDULE ABOVE REFERRED TO:

COMMON AREAS, FACILITIES AND AMENITIES

(Common Parts , Portions and Amenities)

1. **The Common Portions are at 3 (three) levels, which are :**

1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:

Applies to present phase and all the other phases both future and past

1.1.1 Sewerage treatment Plant / Septic Tank

1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.

1.1.3 Electric Sub-Station

1.1.4 Garbage Disposal area

1.1.5 Roads, installations, -and security arrangements not exclusive to any segment.

1.1.6 Drains and sewers from the premises to the Municipal Duct.

1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.

1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.

1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.

1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.

1.1.11 Management/Maintenance Office

1.1.12. Round the Clock Security arrangements with CCTV and intercom

1.1.13. Main entrance Gate

1.1.14 Fire Fighting Equipment and Extinguishers and Protection system

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1.1.15. 24Hrs water supply

1.1.16. Rain water harvesting may be created by Promoter at its sole option.

1.1.17. Dedicated communication system for telephone

1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes

1.1.19. Durwans Room

1.1.20. Cable connection

1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future as well as in the extensions. All the Apartment Owner shall have proportionate share therein. These include the following:

1.2.1. Landscaped Garden and Central lawn , water bodies and fountains if any

1.2.2. Children Play area

1.2.3 Separate area for elderly people.

1.2.4. Jogging Track

1.2.5. A.C.Community Hall for common use of all the occupants of the said New Buildings

1.2.6. Club , party lounge

1.2.7. Space for functions/shows/puja etc.

1.2.8. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.

1.2.9 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

1.2.10 Walk-ways, Jogging track and Cycling track

1.2.11 Visitors Car Parking with Car Wash provision

1.2.12 Multipurpose Court

1.2.13 Swimming Pool with changing rooms

1.2.14 Indoor Games Room

1.2.15 Gym

1.2.16 Home Theatre

1.2.17 Rain water harvesting may be created by Promoter at its sole option, if provided

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1.3. LEVEL 3 : **Those which are to remain common to the Apartments in any particular Building Block. These include the following:**

1.3.1 Decorative entrance with A.C ground floor lobby only.

1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.

1.3.3 elevators in Towers, their installation and rooms.

1.3.4. Earmarked area of Roof of respective tower demarcated for common use

1.3.5. Overhead Water Tank.

1.3.6. Lifts and their accessories installations and spaces required therefore.

1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.

RESIDENTIAL COMPLEX TO BE SEPARATE – To provide exclusivity to the ALLOTTEES, the residential complex is and will be separated from the other segments by proper hedges and/or fences. The plans for such separation will be finalized by the Promoter by the time the possession of Units are delivered to the Allottees after completion of construction

2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

3. The Promoter reserves the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.3 or 1.4, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

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THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.

2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

6. Paying such workers as may be necessary in connection with the upkeep of the complex.

7. Insuring any risks.

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8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the complex.

9. Cleaning as necessary of the areas forming parts of the complex.

10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex and providing such additional apparatus as the builder may think fit.

11. Providing and arranging for the emptying receptacles for rubbish.

12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.

13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.

14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

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15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any flat/flats.

17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.

18. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.

20. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding

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Organisation for the owners of the Units and shall only be applied in accordance with the decision of the Holding Organisation.

22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

23. Any other expense for common purpose.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Upgradation of fixtures and fittings**: improved specifications of construction of the said complex over and above the Specifications described.
- **Sinking Fund**:
- **Transformer and allied installation**: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges.
- Legal Charges
- **Taxes**: deposits towards Municipal rates and taxes, etc.

  Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority
- **Common Expenses/Maintenance Charges/Deposits**: proportionate share of the common expenses/maintenance charges as may be levied.
- Formation of Association/Holding Organization

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- **Electricity Meter**: Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.

- **Internal Layout Change**: any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part – I

(Developers' Allocation)

ALL THAT 67.5% (Sixty seven and half percent) of the total realization from sale of constructed areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

Car Parking Revenue to be shared in the following manner:

(i) Revenue in respect of sale and transfer of covered and mechanical multilevel car Parking space (s) to the buyers / transferees the following calculative methodological principle would apply and be operative as decided by the parties.

Gross Revenue - Construction cost of parking = Net Revenue to be shared equally between Owners and developer.

Hence after deduction of construction cost from Gross Revenue/Receivables, the balance amount would be shared in 50: 50 Ratios by and between Owners and developer.

(ii) With regard to sharing of receivable Revenue in respect of sale and transfer of open Car Parking space (s) to the buyers / transferees no cost / expenses would be deducted, rather straight away 32.5% of the Gross Revenue would get credited to the Owners and the remaining 67.5 % to the

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developer following the revenue sharing model as mention in 16 (i) of these presents.

Part – II

(Owners' Allocation)

ALL THAT 32.5% (Thirty two and half percent) of the total realization from sale of sellable areas of the Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

Car Parking Revenue to be shared in the following manner:

(i) Revenue in respect of sale and transfer of covered and mechanical multilevel car Parking space (s) to the buyers / transferees the following calculative methodological principle would apply and be operative as decided by the parties.

Gross Revenue - Construction cost of parking = Net Revenue to be shared equally between Owners and developer.

Hence after deduction of construction cost from Gross Revenue/Receivables, the balance amount would be shared in 50: 50 Ratios by and between Owners and developer.

With regard to sharing of receivable Revenue in respect of sale and transfer of open Car Parking space (s) to the buyers / transferees no cost / expenses would be deducted, rather straight away 32.5% of the Gross Revenue would get credited to the Owners and the remaining 67.5% to the developer following the revenue sharing model as mention in 16 (i) of these presents.

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THE SIXTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

Structure	RCC Framed Structure
Lobby	• Gracious ground floor lobby flooring of vitrified tiles • Lift facia of vitrified tiles in all floors • Floor lobby flooring with vitrified tiles
Balcony	M S Railing
Flooring	• Vitrified Tiles in living room, dining room • Vitrified tiles in Bedrooms • Vitrified tiles in kitchen
Kitchen	• Counter with granite slab and stainless steel sink • Ceramic tiles upto 2ft height above platform
Toilet	• Glazed tiles upto door height/ Ceramic tiles in floor • White Coloured European style WC and Basin • Elegant CP fittings
Doors	• Decorated main door with one side tick polish, other internal doors are good quality flush

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	doors with enamel paint • No doors in Kitchen
Interior Finish	• Smooth finish plaster of Paris on walls

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

TITLE DEEDS OF THE OWNERS

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of Additional Registrar of Assurances in Book No. 1

DEED NO.	VENDOR	PURCHASER	Area in Dec	Area in Cottah	% of Total Land
12639/12	Vimal Jain	Gaurav Singh	11.55	7	2.89
7343/11 94/2017	Fern Forest Sales Pvt Ltd	Suruchi Sales Pvt Ltd	11.55	7	2.89
7345/11	Green Block Projects Pvt Ltd	Glossy Vintrade Pvt Ltd	11.55	7	2.89
7337/11 90/2017	Vanilla Fields Pvt Ltd	Moral Tradelinks Pvt Ltd	11.55	7	2.90

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