

- 8.5 MCCL shall complete the development work and/or construction of the Project in a good and workmanlike manner and by use of good quality materials and/or as may be recommended by the Architect free from any latent or inherent defect.
- 8.6 MCCL shall execute and complete the development work and construction of the Project in accordance with the Sanctioned Plan and abiding by all applicable municipal Laws and Building Rules and shall obtain all required permissions, clearances and NOC's which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this Agreement.
- 8.7 For the purpose of development of the Project Land and construction of the Project, MCCL shall be entitled to appoint its own professional team for undertaking development of the Project Land and construction of the Project.
- 8.8 MCCL shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with regard to the development and construction work and MCCL shall itself diligently observe and perform its obligations under the same.
- 8.9 MCCL shall solely and exclusively be responsible for the structural stability of the Project to be erected and further be liable for all actions, claims and demands, which may arise due to deviation from the Sanctioned Plan and/or violation of applicable municipal laws and building regulations. MCCL shall also strictly observe all required safety measures during carrying out the development work and/or construction of the Project.
- 8.10 MCCL shall use its best endeavour in carrying out the development of the Project Land and construction of the Project strictly in accordance with the provisions of this Agreement.
- 8.11 Upon completion of the construction of any phase/whole of the Project by MCCL, MCCL shall arrange a notice of completion of that part of the Project ("**Completion Certificate**") as per the West Bengal Municipal Corporation Act, 2006 and the rules made there under.
- 8.12 MCCL shall after having completed construction of the Project duly apply for and obtain necessary Completion Certificate and/or Occupation Certificate from the concerned authority as may be required for the use and occupation of the Gross Saleable Areas by the Intending Transferees and/or other occupiers.

## 9. TRANSFER AND DOCUMENTATION

### 9.1 Transfer

The Mondal Group and Owner No. 5, collectively being owners of the Project Land, have the sole, exclusive and absolute power to sell, convey and transfer their respective proportionate shares in the Gross Saleable Area being developed in the Project Land.

### 9.2 For Transfer of the Gross Saleable Areas to Intended Transferees, the Mondal Group agree to transfer, the proportionate undivided share in the Project Land to the Intended Transferees and all Realizations made there from shall be deposited in the Project Bank Account. The transfer of the Gross Saleable Areas of the Project shall be carried out and conducted by MCCL on the following terms and conditions:

- (i) **Authority of Developer:** MCCL shall be entitled to exclusively conduct the day to day marketing and sale of the Gross Saleable Areas in the Project.
- (ii) **Rate and Price for Marketing:** Notwithstanding anything elsewhere to the contrary herein contained, MCCL shall from time to time decide the rate and price for transfer of the Gross Saleable Areas.
- (iii) **Publicity and Branding:** MCCL shall name the Project as '**Kamalika**' for all purposes mentioned herein, including for the purpose of registration with the RERA Authority. MCCL may decide on branding of the Project, advertise, publicize, put hoardings, print

pamphlets/brochures etc. for transfer of the Gross Saleable Areas in the Project in all media and to negotiate and settle the price and other terms of transfer with Intending Transferees.

- (iv) **Marketing Agents:** MCCL may at its sole discretion appoint or discontinue the appointment of Marketing Agents, brokers, sub-brokers and other agents for sale and transfer of the Gross Saleable Areas at such charges and terms and conditions as it may deem fit and proper.
- (v) **Bookings and Allotments:** MCCL shall accept bookings and make allotments, in respect of any Gross Saleable Areas in favour of any Intending Transferee and to cancel revoke or withdraw the same if the situation so warrants according to MCCL at the agreed rates and prices.
- (vi) **Signature to Agreements and Deeds:** All booking forms, agreements and final deeds of sale relating to transfer of the Gross Saleable Areas shall have both the Mondal Group and MCCL as parties, with the Mondal Group being represented by MCCL and/or the nominees of MCCL as their constituted attorney pursuant to the Power(s) of Attorney to be granted by the Mondal Group in favour of MCCL and/or the nominees of MCCL pursuant to this Agreement. The Mondal Group shall join as a confirming party to any such sale relating to transfer of any part of the Gross Saleable Areas to the Intended Transferees.
- (vii) Copies of all agreements and deeds which may hereafter be executed by MCCL and/or its nominee or assignee as their constituted attorney shall be furnished by MCCL to the Mondal Group within 30 (thirty) days from the date of execution thereof.

9.3 In order to ensure operational convenience and overall success of the Project, the Parties agree that MCCL shall be entitled to otherwise do all acts, deeds and things required for marketing of the Gross Saleable Areas in the Project.

9.4 In case at any time after the sanction of the plans for the Project, any portion of Gross Saleable Areas comprised in the Project is transferred to any Intended Transferees, then in such event, the Realizations from such arrangement for such portion out of the Gross Saleable Areas shall be paid to the Mondal Group in the applicable Net Revenue Sharing Ratio, as applicable on the date of such payment.

9.5 The Gross Saleable Areas in respect of which no agreement for transfer and/or bookings have been made (herein referred to as "Unsold Areas") shall, after completion of the Project, be identified and allocated by the Parties between themselves, in accordance with then applicable Net Revenue Sharing Ratio on *pari passu* basis and in a manner that, as far as possible, there is no extra advantage arising there from to either of the Parties.

9.6 **Documentation:** All agreements, contracts, deeds and documents for transfer of the Gross Saleable Areas in the Project shall be caused to be prepared by MCCL's advocates.

#### 10. REALIZATIONS, PROJECT BANK ACCOUNT, NET REVENUE, AND DISTRIBUTION OF NET REVENUE<sup>5</sup>

10.1 All Realizations being the transfer proceeds and advances received from the transfer of the Gross Saleable Area or any part thereof or in any way relating to the Project (other than the Extras and Deposits and GST as mentioned in Clause 12 hereunder) shall be deposited in a specified bank account to be opened and operated by MCCL, being the Project Bank Account. All Intending Transferees will be required to be notified about mentioning of the name of the Project Bank Account in the cheques and other instruments for making payments of the Realizations relating to the Project and all booking forms and agreements shall specify the requirement for payment by the Intending Transferees in favour of the Project Bank Account.

10.2 Subject to applicable law, the Realizations shall be distributed between the Mondal Group and MCCL on monthly basis (through the Project Bank Account on the strength of irrevocable standing instructions of MCCL to the bank) in the following manner, with all Realizations made for a

particular month being distributed between Mondal Group and MCCL on or before 10th day of the succeeding month:

- (i) The entire Goods & Services Tax (GST) charged from the Intending Transferees if so deposited in the Project Bank Account shall be transferred to MCCL to meet the payments on account of GST. In case any other tax, levy or imposition by any name called is introduced or becomes chargeable from the Intending Transferees in addition to GST then the introduced tax, levy or imposition shall be transferred to MCCL in terms of this Clause. MCCL shall also prepare and send within 30 (thirty) days of the end of every month a monthly statement showing admissible input credit received by MCCL on account of the GST in respect of the Project. Provided that, in case any unit is remaining unsold upon completion of the Project and receipt of Completion Certificate, Mondal Group shall pay to MCCL, their share of GST applicable on the unsold property, which otherwise will be discharged by MCCL under reverse charge and the same should be remitted within 7 (seven) days from the date of receipt of Completion certificate.
- (ii) After transfer in terms of Clause (i) as aforesaid, all applicable rates and taxes including property tax, land revenues, cess etc. in respect of the Project Land and the Project shall be paid at actual to the concerned authorities from the Project Bank Account.
- (iii) After deduction of the aforementioned amounts, the balance Realizations (hereinafter referred to as the "**Distributable Realizations**") shall be treated as follows:
  1. 30% (thirty percent) of the Distributable Realizations shall be transferred to a current account ("**Distribution Account**"); and
  2. the remaining 70% (seventy percent) of the Distributable Realizations shall be transferred to an escrow account ("**Escrow Account**"),

which accounts shall be maintained by MCCL in terms of the applicable law.

- 10.3 Subject to applicable law, all amounts deposited/transferred to the Distribution Account and the Escrow Account shall be distributed/transferred to the accounts of Mondal Group and MCCL, respectively, in the Net Revenue Sharing Ratio.
- 10.4 In case of cancellation of allotment of any part of the Gross Saleable Area, both Mondal Group and MCCL shall be liable to refund the advances/part payments until then received by them from such Intending Transferee or part thereof in terms of the agreement entered with the Intending Transferee in the ratio of their respective share in the Net Revenue as mentioned above.
- 10.5 It has been agreed between the parties that both Mondal Group and MCCL shall periodically be entitled to cross-check and/or verify the statements of the said Project Bank Account, the Distribution Account and the Escrow Account and they shall exchange the statements thereof amongst themselves to make the accounting transparent and for which the said bank shall be instructed to furnish the statements of the said Project Bank Account to Mondal Group and MCCL at the end of each month.
- 10.6 The accounts of the Project shall be reconciled monthly and the difference if any shall be adjusted between the Parties within the next 30 (thirty) days.

## 11. POWER(S) OF ATTORNEY

- 11.1 Simultaneously with the execution of this Agreement, Mondal Group will grant irrevocable General Power of Attorney or General Powers of Attorney in favour of MCCL to do all acts, deeds, and things for in the name and on behalf of Mondal Group, to effectuate and implement this Agreement and further to obtain Sanctioned Plan and obtain other clearances, permissions and NOC's from the concerned departments in the name and on behalf of the Mondal Group and to execute and register all kinds of agreements, deeds and documents in respect of the Gross Saleable Areas in favour of the Intending Transferees.

11.2 The powers to be conferred upon MCCL by the Mondal Group are as stipulated in detail in the **Third Schedule** hereunder written.

**12. CONTRIBUTION OF EXTRAS AND DEPOSITS AND GST**

12.1 **EXTRAS<sup>6</sup>** – All agreements which shall be entered into for transfer of the Gross Saleable Areas in the said Project, shall provide for making payment of the following amounts to MCCL on or before the making over possession of the Gross Saleable Areas to the Intending Transferee(s),

- (i) proportionate share of Transformer charges/HT Services on actuals;
- (ii) proportionate share of Generator connection to the units on actuals;
- (iii) Any amount which may become payable in accordance with the prevailing laws and the rules framed there under on actuals;
- (iv) Advance towards maintenance charges estimated for one year; and
- (v) VRF Air Conditioning Charges.

12.2 **DEPOSITS:** In addition to the above, each of the Intending Transferee of units forming part of the Gross Saleable Areas in the Project in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of municipal rates, taxes and other outgoings estimated for 1(one) year.

12.3 **GST** – All agreements which shall be entered into for transfer of Gross Saleable Areas in the said Project shall provide for making payment of applicable GST to MCCL.

12.4 The aforesaid charges are indicative and MCCL in consultation with Mondal Group can impose such further charges which are to be recovered and/or paid by the Intending Transferees.

12.5 **SINKING FUND** – In addition to the above and in order to maintain decency of the said Project to be constructed at the Project Land and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure, each of the Intending Transferee, shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Parties in consultation with each other.

12.6 As and when the Intending Transferees of the Gross Saleable Areas, would be made over possession of their respective units/spaces, MCCL would receive, realize and recover the payment of the amounts of Sinking Fund and maintenance deposit, municipal tax deposits as stated hereinbefore from each of them who in its turn after adjusting and appropriating the amounts incurred by it, shall make over the balance to the Facility Management Entity/ Association(as defined hereinafter) upon its formation/appointment.

**13. OPERATION, MANAGEMENT AND MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE PROJECT**

13.1 After completion of the Project, MCCL shall facilitate the Intending Transferees to form a society/syndicate/association/company/LLP, to be formed for the purpose of taking over of the operation, management and maintenance of the common parts and portions of the Project and also for the purpose of rendition of the common services ("**Facility Management Entity/ Association**"). Until the creation of such Facility Management Entity/ Association, MCCL shall undertake the responsibility of maintenance and management of the Project and upon creation of the same, MCCL shall dissolve itself from such responsibility.

13.2 MCCL shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the Project also the common parts and essential services at the Project. Each of the Intending Transferees, acquiring a unit/space in the Project shall be liable and agree to

observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Facility Management Entity/ Association or to MCCL till such time the Facility Management Entity/ Association is formed or appointed.

- 13.3 After the control of the common parts and portions and the obligation of rendition of common services being entrusted to such Facility Management Entity/ Association each of the persons acquiring a unit/space in the said Project shall be liable unconditionally to make payment of the proportionate share of the maintenance charges including the fees of the said Facility Management Entity/ Association without raising any objection whatsoever or howsoever.
- 13.4 After completion of the Project and pending formation or appointment of such Facility Management Entity/ Association, MCCL shall carry out the operation, management and maintenance of the common parts and portions of the Project and rendition of common services.

#### 14. FORCE MAJEURE

- 14.1 MCCL shall not be regarded to be in breach of any of the terms and conditions herein contained and on the part of MCCL to be performed and observed if it is prevented by any of the conditions herein below:
- (i) fire;
  - (ii) any natural calamity;
  - (iii) tempest;
  - (iv) declared and undeclared war, riot and civil commotion;
  - (v) pandemic/epidemic;
  - (vi) any order of prohibition from the court, municipal authority and other authorities not arising due to any breach or default on the part of MCCL.
- 14.2 MCCL shall intimate in writing to the Mondal Group in case the development and/or construction work is stopped or suspended due to occurrence any of the events specified in Clause 14.1 above which may affect the completion of the Project within the Completion Date.

#### 15. COVENANT BY THE PARTIES

- 15.1 The Mondal Group hereby covenant as follows:
- (i) to co-operate with MCCL in all respect for development of the Project Land and construction of the Project thereat in terms of this Agreement;
  - (ii) to execute all deeds, documents and instruments as maybe necessary and/or required from time to time;
  - (iii) for the purpose of obtaining all permissions, approvals and/or sanctions by MCCL, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable MCCL to undertake construction of the Project in accordance with the said Sanctioned Plan;
  - (iv) to grant irrevocable General Power of Attorney or General Powers of Attorney in favour of MCCL or its nominee and/or nominees to enable MCCL to do acts or deeds detailed in the **Third Schedule** hereinafter written;
  - (v) not to do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained;
  - (vi) not to do any act deed or thing which may cause hindrance or obstruction to MCCL in undertaking the work of construction of the Project in terms of this Agreement.
  - (vii) not to create any kind of charge and/or mortgage in respect of the Project Land or to lease out and/or let out and/or part with possession of the Project Land or any part thereof;

- (viii) allow MCCL to put its neon-sign, hoarding, sign board or any other installation on the roof and such other suitable space on the facade/entrance of the Project as MCCL may in its sole discretion think fit and proper;
- (ix) agree and confirm that there is no contract of supply or actual supply in any form between the Parties neither any economic benefit is derived by Mondal Group from MCCL;
- (x) not to enter into any agreement for sale or transfer and/or development in respect of the Project Land on and from the Effective Date onwards till the expiry of the Term or the Renewed Term (as the case may be); and
- (xi) to hold the Project Land in trust and for the purposes of this Agreement.

15.2 MCCL hereby covenant as follows:

- (i) subject to the terms herein, after the Effective Date, be responsible, at its own risk, cost and responsibility to its own account for the complete development of the Project and all other costs incidental thereto;
- (ii) construct all structures temporary or permanent which may be required for the purpose of development of the Project;
- (iii) demolish all structures, which are not required for the purposes of development of the Project;
- (iv) ensure that there are no encroachers upon the Project Land, appoint security staff for the said purpose, take steps for eviction of unauthorised occupants on the Project Land in consultation with Mondal Group, put up fences, walls etc. for the said purpose;
- (v) save and except as specified in this Agreement, keep the Project Land free from all encumbrances, liens, *lis pen dens*, charges, mortgages, tenants, trespassers, occupiers, trusts, assignment, attachment arising out of the activities of MCCL;
- (vi) arrange for the maintenance of the Project facilities and infrastructure facilities within the MCCL and pay for the maintenance charge to the specified maintenance body, entrusted with the responsibility for maintaining the common areas, until an arrangement is entered between the association of Intended Transferees and the maintenance agency;
- (vii) not to violate or contravene any of the provisions of the rules applicable to construction of the Project and to complete the development of the Project Land and construction of the Project, in accordance with the applicable laws; and
- (viii) comply with terms and conditions of all applicable permits obtained in the name of Mondal Group for the development of the Project Land and construction of the Project and be solely responsible for consequences of non-compliance thereof for reasons solely attributable to MCCL.

## 16. BREACH AND DEFAULT

16.1 None of the Parties shall be entitled to cancel and/or rescind this Agreement and that in the event of any breach on the part of either Party (hereinafter referred to as the "Defaulting Party") the other Party shall be entitled to sue the Defaulting Party for specific performance of this Agreement and for other consequential reliefs available under the applicable laws.

16.2 It is hereby made expressly clear that none of the Parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to arbitration as per Clause 18 hereunder. The Mondal Group hereby undertake not to do any act deed or thing which may hinder and/or bring to a standstill the work of development and/or construction. In the event if there is any dispute among Mondal Group *interse*, then and in that event MCCL's right will not be affected, or the work of development and/or construction will not be stopped or hampered.

**17. MISCELLANEOUS**

- 17.1 Relationship between Parties:** The instant Agreement has been entered into on a principal-to-principal basis between the Parties without deriving any economic benefit in between each other. None of the provisions of this Agreement will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to represent, act or create any obligation, express or implied, on behalf of the other Party.
- 17.2 Independent Rights:** Each of the rights of Parties hereto under instant Agreement are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of Party.
- 17.3 Variation and Amendment:** No variation or amendment of this Agreement (including its Schedules and Annexure) shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 17.4 Notice:** Any notice or communication which may be or is required to be given under this Agreement shall be addressed to the addressee as given in the title to the instant Agreement and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by speed post with acknowledgment due card, Registered Post within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this Clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple purchasers, all communications shall be sent by the Transferors to the purchaser 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 purchasers. Further, it shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post, failing which all communications and letters posted at the aforementioned address shall be deemed to have been received by the other Parties, as the case may be.
- 17.5 Waiver:** No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by another Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 17.6 Supersession:** This Agreement constitutes the entire understanding between Parties as to its subject-matter and supersedes any previous understanding or agreement on such subject-matter between Parties, whether oral or otherwise.
- 17.7 Severability:** If for any reason any court or other authority should determine, rule or decide that any clause or provision contained herein, or any similar clauses or provisions, are improper, unenforceable or violative of any applicable laws, then this Agreement shall immediately be deemed amended or modified to exclude such clause or provision and the remainder of the Agreement shall remain in full force and effect.
- 17.8 Further Assurances:** The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement.
- 17.9 Registration:** On or immediately after the Effective Date, the parties shall get this Agreement registered in the concerned Registry Office.

17.10 **Costs:** Each Party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. The Stamp Duty and Registration charges towards this Agreement, and the General Power(s) of attorney etc. shall be paid borne and discharged equally by the Parties.

## 18. ARBITRATION

- 18.1 The Parties as far as possible shall try to amicably resolve all disputes and differences which may arise between them but in the event of such differences and/or disputes are not amicably resolved then and in that event all disputes or differences between the Parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms and conditions herein contained or as regards the rights and liabilities of the Parties hereto shall be referred to arbitration or an arbitral forum comprising of three persons ("Arbitral Tribunal") one each to be appointed the by Mondal Group and MCCL and the third to be appointed by the two arbitrators appointed by the Mondal Group and MCCL and the provision of the Arbitration and Conciliation Act, 1996 as amended and/or modified from time to time shall apply.
- 18.2 The arbitrator to be appointed by Mondal Group shall be appointed with the mutual consent of Owner No. 1, Owner No. 2, Owner No. 3 and Owner No. 4. If the said Owner No. 1, Owner No. 2, Owner No. 3 and Owner No. 4 fail to concur in the appointment of their arbitrator then such arbitrator shall be appointed by the Court.
- 18.3 The venue of the arbitration proceeding shall be at Chandernagore
- 18.4 The Arbitral Tribunal may make interim awards and the award of the Arbitral Tribunal shall be final and binding on the Parties.
- 18.5 The cost of the arbitration proceedings shall be borne by the Parties equally, unless otherwise directed by the Arbitral Tribunal.

## 19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and subject to the provision of Clause 18 above, concerned Courts at West Bengal shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Agreement.

### FIRST SCHEDULE

#### (PROJECT LAND)

ALL THAT piece or parcel of land measuring about 1.729 acres i.e. 5 (five) bighas 4 (four) kathas 9 (nine) chitak 30 (thirty) sq. ft. of bastu land be the same a little more or less lying and situates at Mouza Chandernagore, Sheet No. 1, J.L. No. 1, R.S. Dag No. 70, L.R. Dag No. 119, R.S. Khatian No. 31, L.R. Khatian No. 1337,1338,1339,1340,1341 at Haridradanga, Hooghly ~~(including~~ ~~land situated at Mouza Chandernagore, Sheet No. 1, J.L. No. 1, R.S. Dag No. 70, L.R. Dag No. 119, R.S. Khatian No. 31, L.R. Khatian No. 1337,1338,1339,1340,1341 at Haridradanga, Hooghly, as well as one pond measuring about 0.360 area i.e. 1 (one) bigha 1 (one) katha 12 (twelve) chitak 21 (twenty one) sq. ft. be the same a little more or less lying situates at Mouza Chandernagore, Sheet No. 1, J.L. No. 1, R.S. Dag No. 69, R.S. Khatian No. 31, L.R. Dag No. 118, L.R. Khatian No. 1337,1338,1339,1340,1341 both at Haridradanga, P.S. Chandernagore, District Hooghly, corresponding to Holding No. 848(New), 701(Old)(Bastu) and 890(New), 700(Old) (Pond) as it appears from mutation certificate dated 8 October 1987 within the local limits of the Chandernagore Municipal Corporation, under Ward No. 1, in the District of Hooghly as shown in the map annexed to this deed which is butted and bounded in the manner as follows:-~~



ON THE NORTH	:	L.R. Plot Nos. 103, 105, 106, 107,109 and 110.
ON THE SOUTH	:	Corporation Road and Corporation Drain.
ON THE EAST	:	L.R. Plot Nos. 111, 113, 115 and 116 kacha Drain on Dag No. 117.
ON THE WEST	:	Corporation Drain.

**SECOND SCHEDULE<sup>7</sup>**

**PART - I**

**COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES**

Common Parts, Portions, Areas, Facilities and Amenities of the Project shall include the following:

- a) Multipurpose Hall
- b) All common facilities & services for the Multipurpose Hall
- c) Lifts
- d) Common Staircases & Ramps within the Building area
- e) All floor Common Lobbies & Corridors
- f) Common Toilets
- g) All Tanks, Reservoirs & Pits other than shared infrastructure
- h) Pump Rooms within area of the Building
- i) DG space
- j) Water Treatment Plant Area
- k) All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Staff Room, Security Room etc.
- l) Rain water harvesting area .
- m) Solid waste management.
- n) Swimming pool area.
- o) Temple area.
- p) Gym area.
- q) Children play room.
- r) Jogging Track area .
- s) Library cum lounge area.
- t) Yoga room area .
- u) Games room area .
- v) Retail outlet space area .
- w) Community hall with Pantry.

PART - II  
(SPECIFICATIONS)

Particulars	Specifications
Structure	Earthquake Resistant RCC Framed Structure
Elevation	Skilled & quality craftsmanship, commensurate with quality Standards as per discretion of Developer
Flooring	Bed Room, Drawing Room, Dining: Vitrified Tiles of Johnson or equivalent Toilet, Kitchen & Balcony: Anti-Skid Ceramic Tiles of Johnson or equivalent
Walls Finish	Internal: Wall putty of standard Brand. External: Good quality Paint.
Kitchenette	Caddapa Stone top with Stainless Steel Sink. Walls : Tiles upto 2 feet above counter of standard make.
Toilets	Fittings : C.P. fittings of standard make. Sanitary : Sanitary-ware & E.W.C. of Johnson or equivalent brands of white/off white colour as per design.
Doors	Frames : Quality Wooden Frames Shutters : Flush Door .
Windows	Aluminium/UPVC framed window with Glass Panel.
Electrical	Concealed wiring with Reputed make. Adequate Electrical point in all room standard make switch in all room.
Lifts	Automatic Lift of Standard Make/ Branded .
Common Area	Main Entrance lobby Designed with marble /tiles/granite .

THIRD SCHEDULE

**(POWERS TO BE CONFERRED TO MCCL BY THE MONDAL GROUP)**

1. To appear for and represent the Mondal Group before all local, State or Central Government statutory bodies to all intents and purposes in connection with development of Project Land and construction of the Project thereat and to sign all letters, undertakings, indemnities etc. and submit the same as may be required or necessary for carrying out construction of the Project at the Project Land.
2. To initiate proceedings against any or all of the tenants in the event Mondal Group fails to remove the tenants within the date of sanction of plan(s).
3. To represent Mondal Group before the concerned local authority, West Bengal Fire Services Department, Urban Land (Ceiling & Regulation) Department, concerned police authority, income tax authority, and all other Governmental Authorities and/or government departments and to file necessary papers, documents, undertakings, indemnities in respect of any matter relating to construction of the Project at the Project Land.
4. To obtain permission or approval from the concerned sanctioning and/or planning authority and/or other Governmental Authority as may be required for the development and construction of the Project at the Project Land in accordance with the Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.