

23. It is also expressly agreed that it shall be responsibility of the Developer to obtain Completion Certificate from the Kolkata Municipal Corporation and submit a copy of the same to the Owners.
24. Both parties agree that as shall be required by the Developer or by the Owners each of the parties shall and will jointly execute and register sale deeds in favour of prospective purchasers for transferring the flats to the respective purchasers.
25. The Owners and Developer shall join in all agreements for sale conveyances, and deeds of the Units/Saleable spaces of the Owners allocation and the Developer's allocation for the purpose of selling and delivering the same and each party shall be exclusively entitled to receive the all consideration from the sale of Units/Saleable Spaces/Flats/Apartments/ Car Parking Spaces comprised in the respective allocation. The Agreement for sale and sale deeds shall be got prepared by the Project Advocates and the same shall be similar in nature.
26. Each Party shall, in respect of units/saleable spaces that may be retained and/or unsold in their respective allocation, and at the request and costs of the other party, execute and register all such deeds, releases, disclaimers and assurances as shall be necessary for vesting in favour of the other party the absolute, heritable and transferable right, title and interest in such units/saleable spaces, free from all claims, rights and interest of the other party.
27. It has been agreed between the parties hereto that the various flats/ units/ Apartments constructed spaces and car parking spaces forming part of the Developer as hereinafter appearing shall be sold and transferred by the Developer in favour of the end user. In consideration the above and in further consideration of the mutual covenants herein contained and in further consideration of the Developer having agreed to incur all cost charges and expenses for undertaking Development of the said Premises (hereinafter referred to as the Construction Cost) it has been agreed that the entirety of the completed saleable area will be sold and transferred by the Developer to the intending buyers at the best competitive price and the Gross Receipts shall be shared between the Parties hereto in the manner as hereinafter appearing Gross Receipts out of the sale proceeds of the Flats/ car parking Area/ Store Room, etc, shall be shared between the parties in a manner whereby the Developer shall be entitle to retain for itself 47% (Forty Seven Percent) of such Gross Receipts ( hereinafter referred to as the Developer's share) and the remaining 53% (. Fifty Three Percent) of such Gross Receipts shall be made over by the Developer to the Owner (hereinafter referred to as the Owner's Share) . It is also agree that extra charges shall be collected from the purchaser of the



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OF AGENCIES  
BANGALORE  
- 9 NOV 2017

units in the said project (on account of the installation of the Generator, Transformer, sinking Fund and maintenance deposit or any other account that the Developer may choose to impose and collect in respect of maintenance and upkeep of the project) shall accrue to the Developer.

28. The parties clearly agree that the charges and/or premium collected from the purchaser/s in respect of PLC (Preferred Location), Floor escalation, parking, terrace and also for recreational facilities, if any, shall be shared between the developer and the owners herein at the percentage agreed herein above.

29. It is agreed that

(a) the Extra Charges collected from the Purchasers of the Units in the proposed project on account of installation of generators, transformers, legal charges, sinking funds, maintenance deposit or any other account that the Developer shall chose to impose and collect in respect of maintenance and upkeep of the project shall accrue to the Developer SUBJECT TO the Developer abiding by the applicable rules and regulations of the Government applicable thereto.

(b) the Extra charges and/or premium in respect of PLC (preferred location) floor escalation, parking, terrace and also for recreational facilities, if any, shall be shared between the Developer and the Owners herein at the percentage agreed upon by the Parties as stated hereinbefore.

(c) Both the Owners and developer shall be liable for payment of GST and / or any statutory outgoing, arises and/or being imposed in future for their own share.

30. The Developer has informed that it will engage M/s. Raj Agarwal & Associates, Architects & Engineers, 2<sup>nd</sup> floor, 8B, Royd Street, Kolkata – 700 016, and the entire development work (including having building plan sanctioned and C/C obtained) shall be done by and under the supervision of the said Architects. The fee of the said Architects shall form part of development costs to be borne by the Developer. However, the Developer shall have the sole right to change the Architect as per his understanding and convenience upon prior written intimation to the Owners herein.

31. It is recorded that the Developer has duly investigated and satisfied itself regarding title right and interest of the said Owners in the property/premises by having independent searches and enquiries in the offices of the respective Registrars, Courts, Urban Land Ceiling Department, Land Acquisition Department, KMDA, KIT, KMC .BLRO etc. to the satisfaction of the Developer.



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ADDITIONAL SECRETARY  
9 NOV 2017

32. The Owners shall have the full liberty to enter the land at any time and inspect and/or cause to be inspected the material and/or the construction at the land. However, the Owners shall share their views only with the officers designated by the Developer for the purpose.
33. The Developer shall cause construction by use of standard quality building materials, specifications as may be recommended by the Architects of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies.
34. All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the Land up to the date of possession of the said Land is handed over to the Developer, shall be the liability of the Owners and thereafter the Developer shall be liable to pay all such taxes, duties, cess, levies etc.
35. Notwithstanding the obligations to grant a General Registered Power of Attorney in favour of the said Developer as herein contained, the Owners shall also execute as and when necessary all papers, documents, plans for the purpose of development of the land of the said property within 7 days of the request being made in writing.
36. While exercising the powers and authorities under the Power of Powers of Attorney to be granted by the Owners in terms hereof the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligations claims or liability upon the Owners.
37. All the transferees including those under the Owners' allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) for the units to be acquired. If certain parts of owners' allocation and/or Developer's allocation remain unsold on completion of a phase or construction and/or finishing of the entire complex and/or phases thereof, such extras and deposits shall be payable by the Owners and/or the Developer in their revenue sharing ratio .
38. The expenses to be incurred for marketing and selling of the Project/Complex, such as, Brokerage & Commission, incentive to the sales persons, Hoarding Expenses, Advertisement, Digital Marketing expenses, etc. would be borne by and between the Developer and the Owners in the ratio of their revenue sharing.
39. The developer shall not be entitled to seek financial facilities (project finance) in the security of land /project AND will arrange the finance of the project from its own other sources.



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ADDITIONAL REGISTRAR  
OFFICE, KOLKATA  
- 9 NOV 2017

40. The Developer and the Owners shall execute and register with the appropriate registering authorities deeds of conveyance or other documents for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be. For separate Developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the Developer's allocation in any phase only upon delivery of the completed separate Owners' allocation in such phase/block by the Developer to the Owners. For separate Owners' allocation, the Developer shall, if so required by the Owners, joint in as party to any agreement or deed in favour of the Transferees.

41. The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners. In case, any flat/apartment/unit remains unsold with the Developer, the proportionate monthly maintenance charges payable to the Society/ Association/ Holding Organisation/ Facility Management Company in respect of the said unsold flats, the same shall be shared by and between the Developer and the Owner in the ratio of their revenue sharing, mentioned hereinabove.

42. All Municipal rates and taxes or land revenue and outgoings ( collectively rates) on the said land relating to the period prior to the date of delivery of vacant possession to the Owners, shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

43. As from the date of possession hereof, the Developer shall pay the rates and taxes in respect of the said land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the transferees shall become liable and responsible for payment PROVIDED THAT in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately their part of the same to the Developer.

44. It is agreed and recorded that the Owners and the Developer and/or their respective intending purchasers shall be liable to bear and pay GST, or any other kind of tax or imposition or burden as may be payable and/or applicable.



ADVISORIAL BOARD  
OF  
- 9 NOV 2017  
KATA



45. The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, rates for their respective allocations to the concerned authorities/Maintenance-In-Charge in accordance with the terms and conditions hereof.
46. The Developer shall incorporate an Association of Flat Owners upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building/s constructed on the said land and also realize the monthly maintenance charges and incur costs and expenses for the maintenance. The Developer shall frame a scheme for the management of the administration of the Buildings and all the Flat Owners and the Occupiers of the Flats shall perpetually in succession abide by all the rules and regulations of the Association in connection with the management of the affairs of the Buildings and all the common portions.
47. Till handing over of the Project to the Association, the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
48. It is clarified that the maintenance charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.
49. The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.
50. The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said land.
51. The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
52. The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement are and shall be the essence of the contract.



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- 9 NOV 2017

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



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- 9 NOV 2017

53. 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.

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

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

56. The Owners shall not be liable for any Income Tax, or any other taxes 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 any other Tax in respect of transfer of the Owners' allocation 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.

57. The name of the project and logo shall be decided by the Parties, jointly. However, the name of the project shall start with the word 'EDEN' followed by some other name of the building complex, as mutually decided by both the parties. The logo the Owner's, namely, 'Jalan' shall appear in all the advertisements, hoardings, etc as co-developer/ co-owner.

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

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.

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

60. Neither party shall assign their/its rights and obligations contained herein to any party without any prior written registered mutual consent.



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OF COMPANIES, CALCUTTA  
- 9 NOV 2017

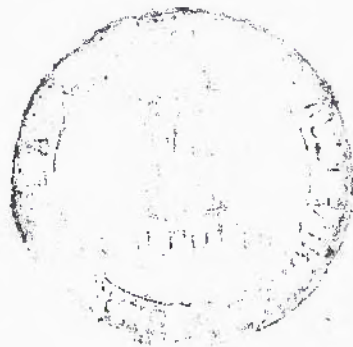
61. The Developer shall withdraw the amounts from the said separate account, to cover the costs of the said project.

62. Such withdrawals shall be made only after it is certified by the Architects of the project and a Chartered Accountant ( in practice) that the withdrawal is in proportion to the percentage of completion of project.

63. The Developer shall get a certificate from a Chartered Accountant in practice certifying that the amounts collected for the project relating to premises No. 138-B, Beliaghata Road, Kolkata – 700 015, have been utilized for the project of the said premises and the withdrawal has been in compliance with the proportion to the percentage of completion of the project of the said premises.

64. The Developer shall obtain all such insurances as may be notified by the Government BUT LIMITED TO insurance in respect of:

- (a) The title of the land and the building as a whole being the project;
- (b) Construction of Real Estate Project- The Developer is liable to pay in respect of insurance as above and shall pay the same before transferring the insurance to the Association of the Flat purchasers.
- (c) Such insurance shall stand transferred to the benefit of the flat holders at the time of Developer entering into an agreement for sale to the Flat purchasers.
- (d) On formation of the Association of the Flat Holders, all documents relating to the insurance shall be handed over to the Association of the Flat holders.
- (e) The agreement for sale of flats shall be entered into in such form as shall be prescribed by the Government and the same shall be registered under the Registration Act and thereafter further progress payments as per Schedule shall become payable by the Flat holders to the Developer.
- (f) Notwithstanding what is stated hereinabove, the Developer shall not mortgage or pay charge on any Flat after executing the agreement for sale and if any such mortgage for charge is created the right of the flat holders shall not be affected.



ADDITIONAL REGISTRAR  
STATE OF CALIFORNIA  
- 9 NOV 2017



- (g) The Developer shall complete the development of land and construction of the building of the project in accordance with the sanctioned plans, lay-out plans and specifications as approved by the concerned authorities.
- (h) After sanction plans, lay out plans and specifications and the nature of the fixtures, fittings amenities and common area of the Flats/Buildings as approved by the concerned authorities shall be disclosed to the Flat purchasers and the Developer shall not make any additions and alterations in the sanctioned plans, lay out plants and specifications and the nature of fixtures, fittings and amenities without previous consent of the flat holders SAVE the Developer shall be entitled to make minor additions or alterations as shall be required by the Flat holders or minor changes and such alterations as shall become necessary, due to architectural and structural reasons as shall be required by the Architects of the project after proper intimation to the Flat holders.
- (i) In case any structural defect or any other defect in the workmanship quality or provisions of service or any other obligations of the Developer as per the agreement for sale relating to such Development shall be brought to the notice of the Developer within a period of 5 years by the purchasers from the date of receiving possession of the Flat, the Developer shall rectify such defect without further charge within 30 days from the date of notice by the Flat holders.
- (j) It shall be the duty of the Developer to obtain completion certificate/occupancy certificate or both as shall be applicable from the concerned authorities as per the Rules of Kolkata Municipal Corporation and shall make it available to the Association of the Flat holders, the Developer shall provide and maintain the essential services on reasonable charge till the project is taken over by the Association of the Flat holders.
- (k) Within a period of 3 months of majority of the flat holders having entered into agreement for sale of the Flats in the building/project, the Developer shall enable the formation of the Association of the Flat holders under the applicable rules/regulations.
- (l) The Owner and Developer, jointly, shall be responsible to pay all outgoings till the making over of physical possession of the project to the Association of the Flat holders.
- (m) The Parties shall execute registered conveyance deeds in favour of the respective flat holders in respect of the concerned flat with undivided proportionate share in common areas to the Association of the Flat holders and hand over physical possession of the concerned flat to the flat purchasers proportionate share of common areas to the Association of the Flat holders.



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ADDITIONAL REGISTRAR  
KOLKATA  
9 NOV 2017

(n) The conveyance deed in respect of flat in favour of the respect flat holder shall be executed by the parties within 3 months from the date of issuances of the occupancy certificate.

(o) The Developer shall make over the concerned documents and the plans relating to the concerned flat to the flat purchasers.

(p) After obtaining occupancy certificate and making over physical possession of all the flats to the respective flat holders the parties shall make over necessary documents and plans including the possession of the common areas to the Association of the Flat holders along with necessary documents and plans within 30 days after obtaining the occupancy certificate.

(q) This development agreement shall be registered in duplicate and the original agreement will be retained by the Developer and the duplicate registered copy will be retained by the Owners.

(r) All costs of registration shall be borne by the Developer as part of the expenses of the project.

65. 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.

66. In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

67. 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 or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such 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 Owners:

(b) In case of Developer:



ADDITIONAL REGISTRAR  
KOLKATA  
- 9 NOV 2017

Any such notice or other written communication shall be deemed to have been served: If delivered personally, at the time of delivery and duly receipted.

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

If sent by facsimile transmission, 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 was sent, All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of Clause 31.2.1 and 32.2.2 above.

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 postal authorities.

68. 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 have not settled the Disputes by negotiation within 30 ( thirty ) days from the date on which negotiations are initiated, the Disputes, if not 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.



ADDITIONAL REGISTRAR  
OF COMPANIES  
KOLKATA  
- 9 NOV 2017

**THE FIRST SCHEDULE****THE PREMISES**

ALL THAT Municipal Premises No.138-B, Beliaghata Road, Kolkata – 700015, containing by estimation an area of 31 Kattahs and 11.7 Chittacks more or less by virtue of title and 30 Kattahs 05 Chittacks 21 Square feet as per physically found whereof a building is lying constructed within the Municipal Ward No. 36 of Kolkata Municipal Corporation, P.S. Narkeldanga, P.O. Beliaghata, Sub-Registration Office Sealdah, Registration office Alipur in the District of 24 Parganas (South), West Bengal together with all easement rights, quasi-easement, appurtenances, appendages and right ways, water connection, Telephones lines, sewer, drain, surface and/or overhead/beneath of the soil thereto and butted and bounded as follows:

- ON THE NORTH : By another divided portion of former Premises  
No. 138, Beliaghata Road, Kolkata
- ON THE SOUTH : By Beliaghata Road.
- ON THE EAST : By common passage/road.
- ON THE WEST : By premises formerly occupied by Godfrey Philips

**THE SECOND SCHEDULE****DEVELOPER'S OBLIGATIONS**

The Developer shall be entitled to and is hereby authorized:

- i) apply for and obtain all consents, approvals, sanctions and/or permissions as may be necessary and/or required for undertaking development of the said Premises
- ii) take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring Properties and which need to be diverted for undertaking the development work
- iii) install all electricity, gas, water, telecommunications, and surface and foul water drainage to the Premises and shall ensure that the same connects directly to the mains
- iv) serve such notice/notices and enter into such agreement/agreements with statutory undertakers or other companies as may be necessary to install the services
- v) give all necessary or usual notices under any statute affecting the demolition and clearance of the Premises and the development, give notices to all water, gas, electricity and



ADDITIONAL REGISTRAR  
OF COMPANIES, WEST BENGAL, CALCUTTA  
- 9 NOV 2017



- other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owners from and against all costs, charges, claims, actions, suits and proceedings.
- vi) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings
  - vii) remain responsible for any accident and/or mishap caused by any act of the Developer while undertaking development of the said Premises in accordance with the Plan which may be sanctioned by authorities concerned and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
  - viii) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
  - ix) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation and/or Municipality or other authorities affecting the Property or the development
  - x) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Premises.
  - xi) incur all costs, charges and expenses for the purpose of constructing, erecting and completing the warehouses and other structures in accordance with the Plan to be sanctioned by the authorities concerned.
  - xii) make proper provision for security of the said Project Property during the course of development.
  - xiii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
  - xiv) not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction, erection and completion of the said project.



ADDITIONAL SECRETARY  
OFFICE OF THE SECRETARY  
KOLKATA  
- 9 NOV 2017

- xv) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the warehouses and other structures in accordance with the Plan which may be sanctioned and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.

**THE THIRD SCHEDULE**  
**(TOTAL DEVELOPMENT COSTS)**

The Developer shall be responsible for incurring :

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light
- iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development
- iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs
- v) all rates, water rates, or any other outgoing or impositions lawfully assessed in respect of the property or on the Owners or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development.

**FOURTH SCHEDULE**  
**(SPECIFICATIONS)**

**Structure** : RCC-framed structure with anti-termite treatment in foundation.  
Cements used: *Ambuja, OCL, Lafarge, Ultratech, Birla, ACC,*



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OFFICE OF THE REGISTRAR  
- 9 NOV 2017

*Ramco\**.

- Brickwork** : Eco-friendly, premium brickwork with Autoclaved aerated concrete (AAC) blocks used for better quality, thermal insulation, reduction of damp.
- Elevation** : Modern elevation, conforming to contemporary designs.
- External Finish** : Paint by certified *Nerolac/Asian Paints/Berger applicator\**, and other effects as applicable.
- Lobby** : Beautifully decorated & painted lobby
- Doors & Hardware** : Quality wooden frames with solid core flush doors. Door handles of *Godrej/Hafele/ Yale\**. Main door with premium *stainless steel handle* and *eyehole*. Main Door Lock by *Godrej/Yale\**.
- Internal finish** : Wall Putty.
- Windows** : Colour anodized / Powder coated aluminium sliding windows with clear glass (using high quality aluminium) and window sills. Large Aluminium Windows in Living Room Balcony.
- Flooring** : Vitrified tiles in bedrooms / living / dining / kitchen. Granite Counter in kitchen. Premium Ceramic tiles in toilets.
- Kitchen counter** : Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.
- Toilets** : Hot and Cold water line provision with *CPVC\** pipes. CP fittings including *Health Faucet\** of *Juagar/Kohler/Hindware\**.



Dado of ceramic tiles up to door height. Sanitaryware with *EWC with ceramic cistern* and basin of *Kohler/Jaquar/Hindware\**.

Pipes of *Supreme/Skipper/Oriplast\**

- Elevator** : Passenger Lifts of *Kone\**.
- Electricals** : a) Concealed *Polycab/Havells/RR Kabel\** copper wiring with modular switches of *Anchor/Roma/Schneider Electric\**  
 b) TV & Telephone points in master bedroom and living room.  
 c) Two Light Points, one Fan Point, two 5A points in all bedrooms  
 d) One 15A Geyser point in all toilets  
 e) One 15A & one 5A points, one 5A refrigerator point, and exhaust fan points in kitchen  
 f) One AC point in master bedroom  
 g) One washing machine point in the balcony.  
 h) Modern MCBs and Changeovers of *Havells/HPL/Schneider Electric\**
- Water Supply** : Underground and Overhead storage tanks of suitable capacity. Suitable Electric Pump will be installed at Ground Floor to deliver water to overhead reservoir from Underground reservoir.
- Landscape** : Professionally designed and executed landscaping.
- Generator** : 24 hour power backup for all common services. Generator back up of 300 W for 1 bedroom flats, 600 W for 2 bedroom flats and 800 W for 3 bedroom flats.
- Security** : *CCTV cameras*, Intercom facility and 24/7 Security Personnel.



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ADDITIONAL REGISTRAR  
-- 9 NOV 2017



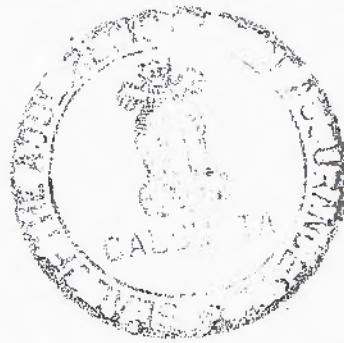
FIFTH SCHEDULE  
COMMON EXPENSES:

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 surface 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 tidy 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 reinstating 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.
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.



*m*  
ACCEPTED FOR REGISTRATION  
OFFICE OF THE REGISTRAR  
- 9 NOV 2017

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 contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
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



*M*  
ADDITIONAL SECRETARY  
BANGALORE  
- 9 NOV 2017

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 carrying out the acts and things mentioned in this Second 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 Organization (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 Organization for the Owners of the Units and shall only be applied in accordance with the decision of the Holding Organization.
22. The charges/fees of any professional company/agency appointed to carry out maintenance and supervision of the complex.
23. Any other expenses for common purpose.



*M*  
ADDITIONAL REGISTRAR  
BANGALORE  
- 9 NOV 2017

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED BY THE OWNERS

At Kolkata in the presence

WITNESSES:

- 1. M. Trivedi  
 MANESH KR TRIVEDI  
 84/2 N.S. ROAD  
 RISHRA HOOGHLY
- 2. S. S. S.  
 77/1 Laxmidham Terrace  
 W.S. KATA Feroz 26

Usha Jalan  
(USHA JALAN)

Pankaj Jalan  
(PANKAJ JALAN)

.....  
SIGNATURE OF OWNERS

NORTECH PROPERTY PVT. LTD.

[Signature]  
Director/ Authorised Signatory

.....  
SIGNATURE OF DEVELOPER

Drafted by me on the basis of information  
Furnished by the Parties herein

[Signature]

SANJAY KUMAR JAIN  
ADVOCATE  
HIGH COURT, CALCUTTA

WB/4441/2005



ADULT REGISTRATION  
DEPARTMENT OF HEALTH  
- 9 NOV 2017




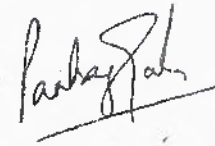
RECEIVED of and from the within named purchaser within mentioned sum of Rs. 25,00,000/- (Rupees Twenty Five Lacs Only) being the advances amount in Part as per memo below:-

**MEMO OF CONSIDERATION**

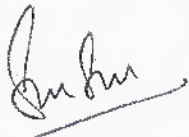
S.L. No.	PARTICULARS	ISSUED IN THE NAME OF	
1.	Bankers Cheque Vide number 002314 dated 01/08/2017 drawn on HDFC Bank	SMT. USHA JALAN	Rs. 5,00,000/- Less TDS Rs. 50,000/-
2.	Bankers Cheque Vide number 002315 dated 01/08/2017 drawn on HDFC Bank	SRI PANKAJ JALAN	Rs. 5,00,000/- Less TDS Rs. 50,000/-
3.	By Cheque No. 002370 dated 04-09-2017 drawn on HDFC Bank Limited, Kolkata .	SRI PANKAJ JALAN	Rs. 15,00,000/- Less TDS Rs. 1,50,000/-
<b>TOTAL AMOUNT RECEIVED</b>			<b>Rs. 25,00,000/-</b>

**WITNESSES:**

1.   
(MAHESH KR TRIVEDI)  
34/2 N-S-ROAD  
RISHRA MOOCHLY

  
(PANKAJ JALAN)

2.

  
17/1 Lansdowne Terrace  
Kolkata 700 26.

Usha Jalan  
(USHA JALAN)