of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project.

n) Without affecting the rights, interests and title of the Owners to do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

11.2 The Owner hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms conditions, covenants and stipulations of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

11.3 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights interests and title of the Owners in any manner or put any financial liability or other obligations claim or liability upon the Owners.

12 **DEPOSITS, FINANCIALS AND EXTRA CHARGES :**

The Developer shall pay a Interest-free refundable/adjustable security deposit of Rs. **100,00,000/-** (Rupees One Crore) only, to the owners payable in the following manner

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On the execution of this Agreement-	.....	Rs. 50,00,000/-
On the registration of this Agreement	....	Rs. 50,00,000/-

The aforesaid Deposit shall be paid **to Moral Tradelink Pvt Ltd for and on behalf of all the Owners**.

Sanctioned fees paid by the owners will be reimbursed by the Developer on receipt of the revised sanction.

13 REFUND OF SECURITY DEPOSIT

13.1 The aforesaid amount of the security deposit shall be refunded by **repayment** by the owner to the developer progressively @ 10% out of the realizations from the first sale proceeds of Owner's allocation starting from the very first sale of the Units and shall continue till the entire amount of the Security Deposit is recovered .

13.2 All benefits under the Income Tax Act for development would be available to the Developer and it would be entitled to claim all such benefits.

Notwithstanding anything contained herein, in case this agreement gets terminated for any reason whatsoever, then it that event the owners shall fortwith refund the security deposit to the Developer. Any claim inter-parties or intra-parties shall be amicably settled thereafter and so long such is not settled the Developer shall continue to remain in joint possession of the land along with owners without incurring any further costs and expenses in this regard.

13.3 After sale of the constructed areas the Developer alone shall be entitled to receive the Extras and Deposits (EDC) from the Flat Owners. In case the parties decide to follow the Space sharing model in that event all the

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transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **Fourth Schedule** hereunder written for the Units to be acquired. If certain parts of Owner'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.

13.4 The cost of marketing of the project/Complex would be shared by and between the Owners and the Developer in the ratio of their respective allocation (hereinafter referred to as "the said ratio"). The marketing costs which includes all the marketing related costs such as advertisement and promotional expenses of the project shall be shared by the Owners and the Developers as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotional expenses of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). It is also agreed that the Developer shall make all payments to Owners (Land Owners Share) after deduction & recovery of actual marketing expenses subject to a maximum amount equivalent to 5% of the owners revenues towards Advertisement, Brokerage, commission & marketing cost incurred by developer. In connection with the sharing of realisation the following have been agreed upon by and between the parties:-

(a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, Cancellation Charges and Nomination Charges all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realisation) by the parties jointly as above shall belong to the Owners in the said ratio i.e 32.5% and to the Developer in the said ratio of 67.5% as the case may be..

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(b) Extras and Deposits (EDC) shall be realised solely by the Developer from the proposed buyers/ allottees of the transferable areas both under the Owner's as well us Developer's Allocation..

(c) In terms of WBHIRA 2017, (i) Under the scheme of Development, three separate accounts will be opened with any Scheduled Bank i.e One 'Project Sale Proceeds Bank Account'; one Special Bank Account (Escrow Account); a third Account termed as the 'Owners Sale Proceeds Bank Account'. Each instalment Cheque received from the Buyer/ Allottee will be first deposited into the '**Project Sale Proceeds Bank Account**'. On standing instruction of the Developer, the Bank will transfer 70% out of the amounts credited in the Project Sale Proceeds Bank Account to the Credit of the Escrow Account for the purpose of covering cost of construction and Owners' land cost **and** out of the balance 30% of the instalment amounts proportionate share of the Owner will be transferred to the Credit of the Owner's Sale Proceeds Bank Account. All customers will be required to be notified about mentioning of the 'Project Sale Proceeds Bank Account' to be written on the cheques and other instruments for making payments. There shall be standing instructions to the bank about transfer of the funds therein to the Escrow account and the Owner's Sale Proceeds Bank Account . There shall be standing instructions to the bank about transfer of the funds therein to the bank accounts of the Owners subject to the restrictions under the West Bengal Housing Industry Regulation Act, 2017 as mentioned in Clause 7.15 above.

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(d) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share..

14. MORTGAGE OF THE LAND

The Developer shall have the right and authorities to arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in favour of any bank / financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple/Registered Mortgage and/or by creating English mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of owner's share of revenue or owner's allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect thereof. In case of delays in payments to the owners resulting from or due to any non compliance of obligations by Developers , the Developers would be charged an interest rate of @12% (Twelve Percent) per annum on the delays.

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15. DEALING WITH SPACES IN THE NEW BUILDINGS:

15.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; However, the name of the project shall be with the prefix A "Srijan – - _____" Project.(ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which may cause nuisance or obstruction or hindrance to the Intending Purchasers/ allottees.

15.2 All the spaces in the new buildings will be marketed by the Developer through a common marketing agency to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the owners and the Developer. It is agreed and recorded that both the Developer and the Owners shall bear and pay all cost charges and expenses of whatsoever nature in respect of marketing and advertising of the constructed areas of the said project, wherein the liability of the Land Owners shall be subject to a maximum of 5% of Land Owner's revenue share (i.e **32.5%**).

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15.3 The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by all the Parties in proportion of their respective allocations. Any GST (or any other indirect tax) charged by broker shall also be shared proportionately as per the revenue share.

15.4 In marketing the said project, name and logo of Developer and owners would be boldly displayed in all marketing materials with a prefix "A Srijan-_____ Project".

15.5 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the Applicable Laws.

15.6 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Apartments/ Unit(s) in the Project in such manner and on such terms and conditions as Developer in consultation with the owner may deem fit and proper. The Parties hereby agree that the price and payment schedule for transfer of the each Apartments/ Units shall always be decided by the Developer.

15.7 The Developer shall determine the price for sale or disposal of the spaces in the new building/s in consultation with the owners to be constructed by the Developer on the said land keeping in view the economics and market response of the project. Both the parties shall not sell or market any Transferable Areas below such basic price, as finalized by the Developer and informed to the Owners in writing.

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15.8 The Developer shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the owners are not willing to sell at the price as decided by the Developer then and in that event, the parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise,in accordance with the aforesaid ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their respective allocated space independently and in that case the Owner's marketing expense shall only be applied to such allocated area and Brokerage will not be applicable and will be paid directly by Owner and Developer to the Agent. In such event, if Project finance is availed, by the Developer, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owners allocation

15.9 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment whether Apartments/ Unit/ flat, shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Apartments/ Unit(s) and the proportionate undivided interests in the said Land in favour of the Intending Purchasers/ allottees of such Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the Vendor or in such capacity as may be appropriate in the context. The Owners agree and undertake to execute simultaneously herewith or any time hereinafter a power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of

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conveyances for undertaking to transfer and/or transfer of the Apartments/Units along with the undivided proportionate share in the Said Land comprised in such Units to the Intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

15.10 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document 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 owner's allocation in such phase/Block by the Developer to the Owner. For separate owner's allocation, the Developer shall if so required by the Owner join in as party to any agreement or deed in favour of the Transferees.

15.12 The Developer and Owners or their associates shall be entitled to transfer their respective allocations or any portion thereof and other remaining area of whatsoever nature of the New Buildings separately and if for any reason whatsoever the same or any part thereof is agreed to be transferred jointly then the parties hereto shall join in such deed accordingly.

15.13 The Owners shall also be liable for the actual proportionate basic maintenance cost of the building in respect of unsold Units delivered to the Owners.

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15.14 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by Mr. Jai Kumar Surana Advocate of Surana and Choudhury, Advocates having his office at 6, Old Post Office Street, 1st Floor, Room No.66, Kolkata 700001 appointed for the project jointly by the parties. The parties hereby further undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

16. **SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT**

(i) It is clearly agreed by and between the parties that in the case of revenue sharing model the total realisation from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio described with the aid of an example in Part V of the First Schedule:

(a) To the Developer	67.5 % (i.e Developers Allocation)
(b) To the Owners	32.5% (i.e Owners Allocation)

(ii) With regard to sharing of receivable 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.

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(iii) 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.

(iv) The cost and expenses for construction of each covered car parking space and mechanical car parking space along with the cost and expenses to make such operational would together aggregate to form a consolidated "cost price" of such type of parking which would be fixed once for all by the parties herein within three consecutive months from the date of executing these presents.

17. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

17.1 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority upto the date of handing over possession of the said land to the Developer for development ., shall be the liability of the Owners.

17.2 Since the parties are following the Revenue Sharing model, each of the Land Owners will be required to register for GST as the owners will become liable to pay GST on the share of the Revenue received by them. Each time a tranche of 'Revenue' out of the sale proceeds is received by the Owners, the Owners shall pay GST directly to the Authorities within the due date as per provisions of the GST Act.

PROVIDED that in case of non-payment of GST by the Owners as aforesaid, the Developer will acquire the right to hold back disbursement of subsequent tranches of Revenue share of the owners.

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18. **POST COMPLETION MAINTENANCE:**

18.1 On completion of each phase/project/block the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Partial/Completion Certificate from the concerned municipal authorities in respect of the area forming part of such notice.

18.2 In case of separate allocation of any part of the Owners' Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 16.1 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.

18.3 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.

18.4 The Developer shall be at liberty to incorporate an Association 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 realise the monthly maintenance charges and incur costs and expenses for the maintenance.

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18.5 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.

18.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). 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 (Only basic maintenance charges will be borne by the owners rest all are part of the five year warranty that the Developer has to comply with).

19. **COMMON RESTRICTIONS:**

19.1 The Complex shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.

19.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without

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workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.

19.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the bye-laws, rules and regulations to be framed from time to time in connection with the management of the affairs of the New Buildings.

20. **OBLIGATIONS OF THE DEVELOPER:**

20.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules, regulations and bye-laws of all concerned authorities and State Government/Central Government bodies.

20.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings and completion of the project / complex with the help of professional bodies, contractors, etc. As the Developer may deem fit and proper.

20.3 The Developer shall construct the New Buildings and completion of the project/ Complex at its own cost, expenses and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and all other authorities concerned as also to all the labourers, contractors, vendors, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto .

20.4 All tax liabilities in relation to the construction including GST and other dues as may be applicable from time to time shall be paid by the Developer subject to the condition that all statutory levies and taxes

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applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners.

20.5 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in the agreed ratio but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.

20.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws rules, regulations, guidelines etc. as would be applicable to the construction of the New Buildings and completion of the project/ complex.

20.7 **Completion of Development within Completion Time:** The Developer shall save and except in case of force majeure complete the entire process of development of the said project/ complex within the completion time unless extended in writing by the Owners.

20.8 **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, Sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation.

20.9 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies inclusive of The West Bengal Housing Industry Regulation Act, 2017 and it shall be the absolute responsibility of the Developer to ensure proper compliances thereof.

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20.10 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architects, professional bodies, contractors, etc.. The Owners shall, however, be consulted and kept informed from time to time.

20.11 **Commencement of the Project:** The development of the Said property shall commence not later than two months from the date of obtaining re-sanctioned plan and the date all requisite Approvals for commencement of construction and development of the phase/project /the entire project including registration of the Project with the WB HIRA are obtained as per the specifications, building plans, schemes, rules, regulations, bye-laws, guidelines and approvals of the planning authorities, at the cost, risks and responsibility of the Developer, the Owners having no responsibility in respect (hereof in any manner whatsoever).

20.12 **Strict Adherence by Developer:** The Developer has assured the Owners that it shall implement the terms and conditions, covenants and stipulations of this Agreement strictly without any violation/ breach and shall adhere to the stipulations of time limits without default in terms of this Agreement.

20.13 **Construction at Developer's Risk and Cost:** The Developer shall construct the Said Complex at its own cost, risk and responsibility. The Developer shall alone be responsible and liable to Government, Corporation, Municipality, Regulatory Authorities, Statutory bodies and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and Development and shall indemnify the Owners fully against any claims, losses and damages for any default, failure, breach,

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act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/ representatives thereof and these indemnification shall survive even after determination of these presents.

20.14 **Tax Liabilities:** All Tax liabilities in relation to the development, namely GST, works contract tax and other dues shall be paid by the Developer regularly and punctually.

20.15 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all permissions required from various Government authorities in accordance with the Sanctioned Building Plan and permission to execute the Project, However, the Owners will extend their co-operation to enable the Developer in obtaining the above mentioned permissions and clearances, and The expenses to be incurred for obtaining all such sanctions and permissions shall (unless otherwise provided for in this Agreement) be borne by the Developer.

20.16 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

20.17 **No Obstruction in Dealing with Owners' Entitlements:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying the benefits and advantages of the Owners entitlements.

20.18. The Developer shall furnish monthly accounts and update the status of the project on a monthly basis to the owners and further the parties herein shall sit for a joint meeting on a quarterly basis and discuss each

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and every information of the project. The collection will be distributed to the Owners on a weekly basis, every Monday. Marketing related details to be shared on a weekly basis when reviewing the project status. The Viewing rights to the Escrow Account (Collection A/c) to be shared with the Owners from the beginning of the project.

20.19. The Developer shall compensate the owners, if the project is not completed within a stipulated period morefully and particularly described in clause 7.11, to the extent of Rs. 12/- per Sq Ft per month of the uncompleted portion limited to the share of the Owners **therein upto a maximum period of 1 year..In case of the Developer still failing to complete the construction during the extended period the matter shall e referred to arbitration.** Besides the above the Developer will also remain liable to compensate the Customers.

20.20. The Developer shall solely be responsible for the consequences of any litigation initiated by the buyers/vendors/ allottees with regard to delay in completion of the project, quality of materials, specifications and other related to construction and development of the complex before any judicial forums including but not limited to WBHIRA, Consumer Forums, Civil Court or any other appropriate authority.

20.21 Under no circumstances the Developer shall utilize and cause usage of the money procured as financial assistance for any purpose other than development and construction on the said land. 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

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indemnification of the entire loss suffered by the owner under this development agreement

20.22. The Owners herein have empowered and authorized the Developer to initiate, complete and cause all statutory compliance, Municipal compliance 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.

21. **OBLIGATIONS OF OWNERS**: During the subsistence of this agreement:

21.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.

21.2 The Owner 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 entire project Land

21.3 The Owner undertake to act in good faith towards the Developer and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Said entire Project Land and/ or the constructed area or any part thereof so that the Project can be successfully completed.

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21.4 The Owner shall provide the Developer with all available documentation and information relating to the said entire project land as may be required by the Developers from time to time.

21.5 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.

21.6 The Owners and each one of them as and by way of negative covenants have assured and covenanted with the Developer as follows;

i) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained

ii) To do all acts deeds and things as may be necessary and/or required from time to time.

21.7 The Owner hereby covenant not to cause any interference or hindrance in the construction of the New Buildings/ complex/ project.

21.8 The Owner hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.

21.9 During the subsistence of this agreement the Owner shall not transfer any part or portion of the said entire project land to any other person without the prior written consent of the Developer. The restriction in this clause shall not affect the transfer of the Owners' Allocation or any part thereof in any manner.

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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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