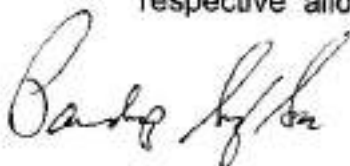
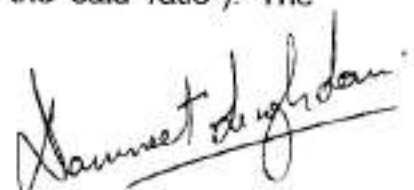


11.2 Other Commercial Terms


- 11.2.1 It is further provided herein that if the situation arises as per the terms of clause 13.8 of this Agreement for separate allocation of flats and other areas between the Owners and the Developer, then in that event they agree to enter into a separate allocation agreement wherein the flats together with car parking spaces together with proportionate common areas appurtenant thereto together with proportionate undivided share in the land shall be mutually allocated by and between the Owners and the Developer and each party shall be entitled to sell its allocation separately then in that event the refund of the unrefunded/unadjusted part of the security deposit will be from the very first sale proceeds of Owner's allocation but in case the Owners do not wish to sell their allocation and retain it, in that event the Owners shall first refund the outstanding amount of security deposit immediately to the Developer or hand over 10000 Sq.ft space in lieu of refund of deposit @ Rs1500 per Sq.Ft.
- 11.2.2 Notwithstanding anything contained herein, in case this Agreement gets terminated for any reason then in that event the Owners shall forthwith refund the First Security Deposit and the Second Security Deposit to the Developer and the expenses incurred by the Developer on the Project together with interest thereon calculated @ 18% (eighteen per cent) per annum compounded quarterly and so long as the same remains unpaid, the Developer shall continue to remain in possession of the Land without incurring any further costs and expenses in this regard.
- 11.2.3 All benefits under the Income Tax Act for development it would be available to the Developer and it would be entitled to claim all such benefits.
- 11.2.4 All the 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.
- 11.2.5 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 promotion costs 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 promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). In connection with the sharing of realization the following is agreed:-

- (a) Except Extra Charges and Deposits (EDC) as mentioned in Fourth Schedule, all proceeds and receivables in gross on any account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realization) by the parties jointly as above shall belong to the Owners in the said ratio i.e 18.5 % and to the Developer in the said ratio of 81.5 % as the case may be..
- (b) Extras and Deposits (EDC) shall be realized solely by the Developer from the proposed buyers of the transferable areas both under the Owner's as well us Developer's Allocation..
- (c) The Owners specifically agree and acknowledge that notwithstanding the allocation of the Units forming part of their respective Shares in terms of clause 13.8 below, in addition to its own Share the Developer shall also be exclusively entitled to and shall have exclusive right to transfer or dispose of the Units forming part of the Owners Share in such manner and on such terms and conditions as Developer may deem fit and proper and be exclusively entitled to receive and realize the entire proceeds thereof with the sole obligation to pay to the Owners the Sale Proceeds arising out of the transfer or otherwise of the Units in their respective Shares in the Project in the manner agreed in this Agreement.
- (d) The Sale Proceeds shall be received in the name of the Developer and deposited in a separate bank account to be opened with any Schedule bank ("**Sale Proceeds Bank Account**"). Suitable standing instructions shall be given to the bank for disbursement of all the proceeds deposited in the Sale Proceeds Bank Account to the Owners and the Developer.. For the purpose of above, all the Owners shall collectively open one account which will be identified as the 'Owners Sale Proceed Bank Account' and proportionate share of the Owners





sale proceeds would be credited to the said "Owners Sale Proceed Bank Account". The Owners shall amongst themselves settle their account inter-se.

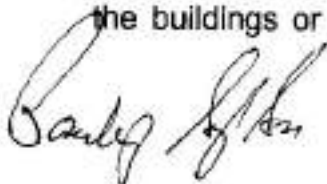
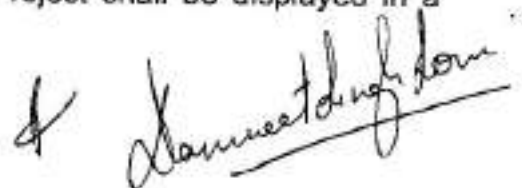
- (e) The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share.

12. MORTGAGE OF THE LAND

12.1 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 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.

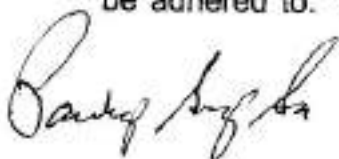
13. DEALING WITH SPACES IN THE NEW BUILDINGS:

- 13.1 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; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a

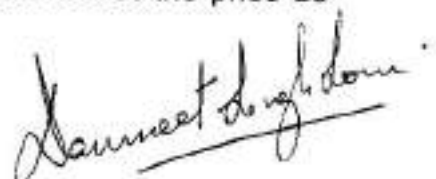



manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing 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.

- 13.2 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.
- 13.3 The Developer shall arrange brokers for the Project and all brokerage charges etc for the same shall be shared by the Parties in proportion of their respective allocations. Any service tax (or any other indirect tax) charged by broker shall also be shared proportionately.
- 13.4 In marketing the said project, name and logo of Developer only would be boldly displayed in all marketing materials.
- 13.5 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.
- 13.6 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 Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper.
- 13.7 The parties in consultation with each other shall determine the price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said land keeping in view the economics and market response of the project. No Transferable Areas shall be sold below such basic price.
- 13.8 The parties in consultation with each other shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the owner is not willing to sell at the price as



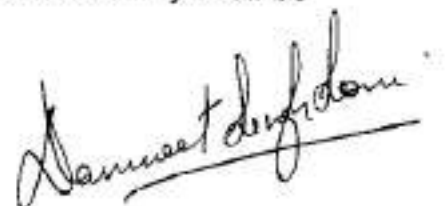




decided by the Developer then in that event, the parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis block wise as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the Owner's marketing expense shall not 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, 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

- 13.9 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment whether Unit/ flat/ villa buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit, flat, apartment or any other space/ area in their respective Shares in the Project Land; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, Unit or any other space/ area in the Project Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "**Unit Agreements**"), 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 Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the confirming party 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 special 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 conveyances for undertaking to transfer and/or transfer of the Units along with the undivided proportionate share in the Said Land comprised in the Units to the Intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.





- 13.10 The Developer shall make over possession of the separate Owners' Allocation or so much thereof as would be ready for possession in the concerned phase, subject however the Owners refunding the apportioned deposit to the Developer as per clause 11.2. hereinabove in the manner mentioned therein. The balance portion out of such allocation, if still to be completed shall be completed by the Developer and would be made over in the manner herein contained.
- 13.11 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 by the Developer to the Owner. For separate owner's allocation, the Developer shall if so required by the Owner joins in as party to any agreement or deed in favour of the Transferees.
- 13.12 All agreements, sale deeds and documents of transfer shall have both the owners and the developers as parties and signed by their respective authorized signatory.
- 13.13 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners.
- 13.14 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 the Developer's Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.



14. **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 realization from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio :
- (a) To the Developer - 81.5 % (i.e Developers Allocation)
- (b) To the Owners - 18.5% (i.e Owners Allocation)
- (ii) If at any stage of development the parties decide to adopt the space sharing model in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, 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. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

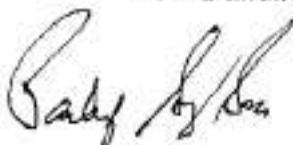
- 15.1 All Municipal rates and taxes or land revenue and outgoings (collectively Rates)) on the said land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 15.2 As from the date of execution hereof, the Developer shall pay the Rates 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.
- 15.3 It is agreed and recorded that the Owner and the Developer and/or their respective intending Purchasers shall be liable to bear and pay Service Tax, VAT or any other kind of tax or imposition or burden as may be payable and/or applicable.



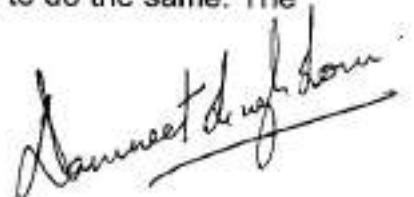


16. **POST COMPLETION MAINTENANCE:**

- 16.1 On completion of each phase the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Occupancy Certificate from the concerned municipal authorities in respect of the area forming part of such notice and make the same habitable including in respect of the services (such as water, drainage, electricity, lift etc.,) and infrastructure.
- 16.2 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.
- 16.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective units to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof and in case any transferee is in default in payment of its liability, such transferee shall keep the parties hereto indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 16.4 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 realize the monthly maintenance charges and incur costs and expenses for the maintenance.
- 16.5 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.

- 16.6 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 therefore (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.

17. **COMMON RESTRICTIONS:**

- 17.1 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.
- 17.2 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 workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.
- 17.3 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 rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

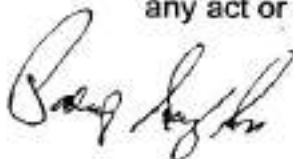
18. **OBLIGATIONS OF THE DEVELOPER:**

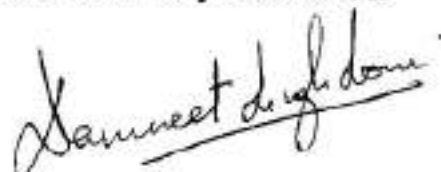
- 18.1 Execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.





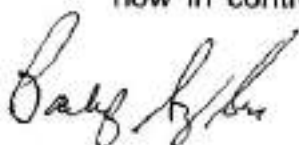
- 18.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 18.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 18.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, 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 and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 18.5 All tax liabilities in relation to the construction including sales tax, works contract tax and other dues shall be paid by the Developer subject to the condition that all statutory levies and taxes applicable for sale of the Owners' Allocation to the buyers thereof shall be entirely on account of the Owners.
- 18.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 18.7 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained. It is clarified that the Developer shall until completion of the Complex be under the control and management of its present constituents and of no one else.
- 18.8 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.
19. **OBLIGATIONS OF OWNERS:** During the subsistence of this agreement:
- 19.1 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

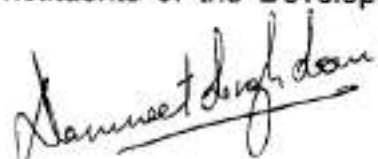




the Development Rights of the Developer or delay or stoppage of the Project.

- 19.2 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 Land
- 19.3 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 Project Land and/ or the constructed area or any part thereof so that the Project can be successfully completed.
- 19.4 The Owner shall provide the Developer with all available documentation and information relating to the said land as may be required by the Developers from time to time.
- 19.5 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 19.6 The Owner hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 19.7 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.
- 19.8 During the subsistence of this agreement the Owner shall not transfer any part or portion of the said 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.
- 19.9 Except with the prior permission from the Owner in writing, the persons now in control and management of the constituents of the Developer





shall not part with their controlling interest except within promoter group of the constituents.

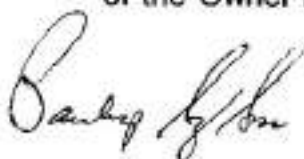
- 19.10 With regard to the 28' wide Approach road on the western side the Owner shall ensure :
- (i) that there will be 1.5 '(feet) wide drain on either side of the road at all times;
 - (ii) that adequate number of lamp posts are maintained for lighting;
 - (iii) that the sewerage lines, water pipes, conduits ,ducts and any other appurtenances running along the road are not encumbered;
- 19.11 The Owners shall settle all existing and /or future litigations affecting any part or portion of the Said Land and withdraw or cause to be withdrawn the cases and vacation of the Injunction Orders, if any.

20. **INDEMNITY:**

- 20.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Buildings, accidents or mishap in the water body 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 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.
- 20.2 The Owners shall indemnify and keep the Developers saved, harmless and indemnified of from and against any and all loss, 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.

21. **MISCELLANEOUS:**

- 21.1 This agreement is being entered into by the Developer without being satisfied about the title of the Owner in respect of the said land and pending the investigation of title thereof. The Owner shall, at all material times, be liable and/or responsible to make out marketable title in respect of the said land to the satisfaction of the Developer and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owner in the said property. The Owner shall keep the Developer





safe, harmless and indemnified against any liability in respect of the title of the said land.

- 21.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 21.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.4 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.
- 21.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.6 If the Developer desires to register this Agreement they 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.
- 21.7 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 authorization as may be required by the Developers for the purpose and the Owner also undertake to sign and execute all additional applications and other 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.
- 21.8 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.







21.9 The Owner shall not be liable for any Income Tax, Wealth 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 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.

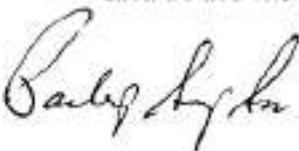
21.10 The name of the project and logo shall be decided by the Developer.

22. DEFAULTS:

22.1 The following shall be the events of default:-

- 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.
- b) If the Owner fail 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 Owner with the records of the Panchayat in terms hereof.
- d) If the Developer complies with its obligations hereunder and the Owner fail to comply with any other obligation contained herein.
- e) If the Developer fails to apply for and obtain the sanctioned plans or to construct, erect and complete the complex deliver the Owner's Allocation within the time and in the manner contained herein.
- f) If the Developer fails to perform its other obligations in the manner or within the time stipulated herein or otherwise is in breach of any obligation contained herein.

22.2 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.



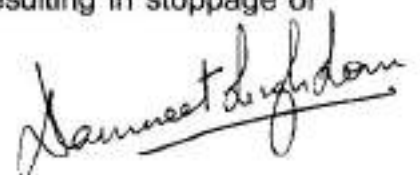
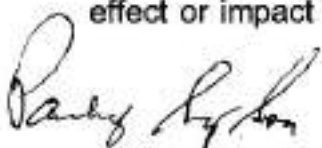




- 22.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 22.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.
- 22.5 On expiry of 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.
- 22.6 In the event, the Developer is unable to rectify the breach or the default in spite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement or vice-versa.
- 22.7 On expiry of said period of notice, the parties shall at first try to mutually settle the dispute and if they fail in their effort the matter shall be referred to the Arbitrator.

23. **FORCE MAJEURE:**

- 23.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, 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 Indenture 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 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 Land resulting in stoppage or



suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

23.2 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, as mentioned in clause 23.3 hereto. 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 Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

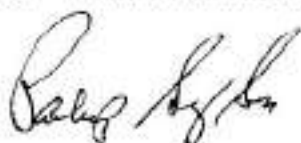
23.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.

23.4 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 endeavors 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.

24. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes 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. Neither Party shall, except as provided in this agreement, have the right to terminate the Agreement.

25. **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.

26. ORIGINAL/CERTIFIED COPY

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

27. ASSIGNMENT AND SUB CONTRACT

27.1 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.

27.2 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.

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

28. FURTHER ACTS

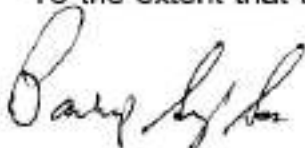
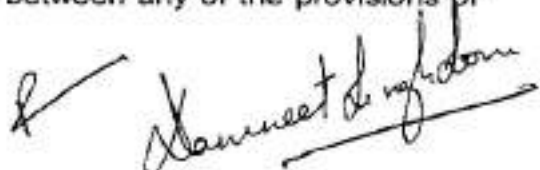
Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing,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

29. AUTHORIZATION

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

30. 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 Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

31. 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.

32. NOTICE:

32.1 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 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 the Owners:**
 MR. DAMNEET SINGH SONI
 DECORATIVE STONE INDIA PVT. LTD.
 14, BENTINCK STREET, KOLKATA – 700001
- b) **In case of the Developer:**
 MR. RAM NARESH AGARWAL
 36/1A, ELGIN ROAD,
 KOLKATA – 700 020

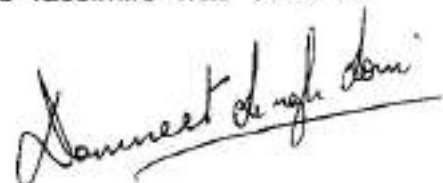
32.2 Any such notice or other written communication shall be deemed to have been served:

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

32.2.2 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.

32.2.3 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 32.2.1 or 32.2.2 above.

32.3 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 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.

33. **SPECIFIC PERFORMANCE:**

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.

34. **ARBITRATION:**

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 there under. The arbitration shall be conducted in English and venue shall be Kolkata only.

35. **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 (Said Acquired Land)

ALL THAT the pieces and parcel of land containing an area of 1043.5 decimal equivalent of 31.62 Bighas be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad,

Pawan Singh

Hannant Singh

Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

FIRST SCHEDULE PART I					
MOUZA - AMTALA					
SAID LAND ACQUISITION STATUS					
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	AREA ALREADY ACQUIRED	LAND PROVIDED BY OWNER
1	978	1831	102	100.5	100
2	981	1837	12	12	12
3	985	1836	56	56	56
4	979	1832	113	113	113
5	982	1839	9	9	9
6	983	1840	90	42	10
7	846	1846	66	66	15
8	968	1950	20	20	20
9	970	1952	22	22	22
10	953	1979	33	33	33
11	843	1847	72	72	72
12	842	1851	12	12	12
13	841	1852	17	17	17
14	840	1850	48	48	48
15	838	1849	30	30	30
16	839	1848	14	14	14
17	734	1746	61	8.5	8.5
18	740	1801	145	66	66
19	788	1799	57	15	15
20	787	1803	19	19	19
21	965	1939	130	130	54
22	963	1939/2173	19	19	15
23	962	1946	27	27	14
24	960	1945	96	96	29
25	964	1940	1	1	1
26	738	1751	70	35	35
27	739	1800	141	141	141
28	967	1949	21	21	21
29	975	1957	9	9	9
30	974	1956	11	11	11
31	969	1951	22	22	22

Pranab Singh

Samset Singh

TOTAL	DECIMAL	1545	1287	1043.5
	BIGHA	46.82	39.00	31.62

THE FIRST SCHEDULE (PART 1A) ABOVE REFERRED TO (Land Under Agreement)

ALL THAT the pieces and parcel of land containing an area of 245.5 decimal equivalent of 7.44 Bighas be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas in L.R Khatian No. 923 as detailed below:

FIRST SCHEDULE PART I A				
MOUZA - AMTALA				
SAID LAND ACQUISITION STATUS				
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	Already Booked
1	959	1944	93	46.5
2	833	1857	183	66
3	836	1954	49	39
4	837	1853	48	14
5	976	1958	37	22
6	1005	1975	110	58
TOTAL		DECIMAL	520	245.5
		BIGHA	15.76	7.44

THE SECOND SCHEDULE ABOVE REFERRED TO (Said Additional Land)

ALL THAT the pieces and parcel of land containing an area of 1092 decimal equivalent of 33.09 BIGHAS be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below:

FIRST SCHEDULE PART II				
MOUZA - AMTALA				
SL.NO.	R.S.DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	Further Land to be Provided by the Owner
1	958	1943	83	83
2	954	1980	37	37
3	959	1944	93	46.5

Pavandeep Singh

Hannest Singh

4	835	1855	17	17
5	738	1751	70	35
6	790	1797	38	38
7	789	1798	19	19
8	833	1857	183	117
9	836	1954	49	10
10	837	1853	48	34
11	854	1922	39	39
12	853	1928	37	37
13	851	1929	17	17
14	852	1930	18	18
15	850	1931	37	37
16	848	1932	47	47
17	849	1933	26	26
18	847	1938	115	115
19	956	1942	2	2
20	957	1943	2	2
21	976	1958	37	15
22	971	1953	10	10
23	972	1954	10	10
24	973	1955	11	11
25	1005	1975	110	52
26	1006	1976	61	61
27	977	1959	32	32
28	966	1948	50	50
29	980	1838	15	15
30	1147	1947	7	7
31	734	1746	61	52.5
TOTAL	DECIMAL	1381	1092	
	BIGHA	41.85	33.09	

THIRD SCHEDULE**(Said Total Land)**

ALL THAT the pieces and parcel of land containing an area of 2381 decimal equivalent of **72.15 BIGHAS** be the same a little more or less situate lying at various R.S and L.R Dags of Mouza Amtala (J.L.No 73) Pargana Azimabad, Touzi No. 395, R.S No.14, A.D.S.R Bishnupur, Police Station Bishnupur, under Bishnupur-2 Panchayat in the District of South 24 Parganas as detailed below and shown in the map or plan annexed hereto and coloured **Red** thereon:

Saradaj Singh Sr.

Kamrunnisa Begum

SL. NO	R.S. DAG No.	L.R.DAG NO.	TOTAL AREA AS PER RS/LR (DECIMAL)	AREA ALREADY ACQUIRED	AREA TO BE ACQUIRED FURTHER	MUTATED (IN DECIMEL)	LAND PROVIDED BY OWNER
1	978	1831	102	100.5	0	100	100
2	981	1837	12	12	0	12	12
3	985	1836	56	56	0	56	56
4	979	1832	113	113	0	113	113
5	982	1839	9	9	0	9	9
6	983	1840	90	42	0	42	10
7	846	1846	66	66	0	58	15
8	968	1950	20	20	0	20	20
9	970	1952	22	22	0	22	22
10	953	1979	33	33	0	14	33
11	958	1943	83	0	83	0	83
12	954	1980	37	0	37	0	37
13	959	1944	93	46.5	46.5	46.5	93
14	843	1847	72	72	0	72	72
15	842	1851	12	12	0	12	12
16	841	1852	17	17	0	17	17
17	840	1850	48	33	15	48	48
18	835	1855	17	0	17	0	17
19	838	1849	30	0	30	30	30
20	839	1848	14	14	0	14	14
21	734	1746	61	8.5	52.5	8.5	61
22	740	1801	145	66	66	66	66
23	788	1799	57	15	0	7	15
24	787	1803	19	19	0	18	19
25	965	1939	130	130	0	130	54
26	963	1939/21 73	19	19	0	19	15
27	962	1946	27	27	0	27	14
28	960	1945	96	96	0	96	29
29	964	1940	1	1	0	1	1
30	738	1751	70	35	35	35	70
31	739	1800	141	141	0	141	141
32	790	1797	38	0	38	0	38
33	789	1798	19	0	19	0	19
34	833	1857	183	66	117	0	183
35	836	1954	49	39	10	0	49
36	837	1853	48	14	34	0	48

Savandap Singh Sr.

S

Hannant Singh Sr.

37	854	1922	39	0	39	0	39
38	853	1928	37	0	37	0	37
39	851	1929	17	0	17	0	17
40	852	1930	18	0	18	0	18
41	850	1931	37	0	37	0	37
42	848	1932	47	0	47	0	47
43	849	1933	26	0	26	0	26
44	847	1938	115	0	115	0	115
45	956	1942	2	0	2	0	2
46	957	1943	2	0	2	0	2
47	976	1958	37	22	15	0	37
48	971	1953	10	0	10	0	10
49	972	1954	10	0	10	0	10
50	973	1955	11	0	11	0	11
51	100 5	1975	110	58	52	0	110
52	100 6	1976	61	0	61	0	61
53	977	1959	32	32	0	32	32
54	975	1957	9	9	0	9	9
55	974	1956	11	11	0	11	11
56	969	1951	22	22	0	22	22
57	967	1949	21	21	0	21	21
58	966	1948	50	50	0	50	50
59	980	1838	15	15	0	15	15
60	114 7	1947	7	7	0	7	7
TOTAL	DECIMA L		2795	1591.5	1099	1401	2381
	BIGHA		84.70	48.23	33.30	42.45	72.15

FOURTH SCHEDULE

(APPROACH ROAD – RIGHTS OF EASEMENT ACQUIRED)

ALL THAT The rights of easement through along and over a 28' (feet) wide road including drain running on each side each measuring 1.5 feet wide passing through land measuring 736 decimal more or less as per details below and shown in the map or plan annexed hereto and colored 'Red' thereon:

AS PER PARCHA (KHATIAN NO. 923)	
South 24 Parganas	
P.S. Bishnupur, J.L No. 73	

Ravandeep Singh Soni

[Signature]

Hanuman Singh Soni

Mouza - Amtala					
Total Area - 736 decimal					
EXISTING APPROACH ROAD TO THE PROJECT AREA					
RS	LR	TOTAL AREA IN DAG(D CML)	PLOT ALLOCATED	DEED NO.	REMARKS
749	1716	100	28'	339/1996	PURCHASED
774	1824	20	28'	1153/1996	PURCHASED
765	1808	94	28'	952/1996	PURCHASED
750	1717	46	28'	527/1995	PURCHASED
762	1733	26	28'	1012/1996	PURCHASED
758	1734	25	28'	3019/1996	PURCHASED
757	1736	65	28'	1116/1996	PURCHASED
763	1806	46	28'	953/1996 3019/1996	PURCHASED
747/11 36	1737	82	28'	3521/1999	PURCHASED
764	1807	46	28'	2024/1996	PURCHASED
775	1813	51	28'	3599/2015	PURCHASED
988	1835	06	28'	497/2015	EASEMENT
989	1827	97	28'	497/2015	EASEMENT
773	1825	32	28'	3599/2015	PURCHASED
TOTAL AREA		736			

THE FIFTH SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Games room with table tennis and other board games.
3. Children play zone.
4. Multipurpose court.
5. Landscaped garden.
6. Common roof to be used exclusively for Solar Panel in future
7. Filtered water supply.
8. Round the clock security.
9. Cable TV wiring.
10. Septic Tank/ STP
11. Common area lighting

Randy Singh

S

Manmeet Singh

12. Space for Garbage area

Any other facilities may be decided by the Developer at their discretion.

THE SIXTH 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 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 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.
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.

Rajendra Singh

S

Hanuman Singh Dahi

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.
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 there under 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 there under 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 expense for common purpose

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

DEPOSITS/EXTRA CHARGES/TAXES

- **Special Amenities/Facilities:** provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
- **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.

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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
- **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 up gradation of fixtures and fittings.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

Part – I

(Developers' Allocation)

ALL THAT the **81.5% (Eighty One point five 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 the same proportion 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

Part – II

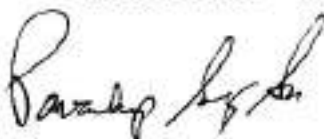
(Owners' Allocation)

ALL THAT the **18.5% (Eighteen point five)** of the total realization from sale of constructed areas Saleable area 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 the same proportion 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

THE NINTH SCHEDULE ABOVE REFERRED TO:

SPECIFICATIONS

FLOORING – Rectified tiles







TOILETS AND KITCHEN – Rectified tiles

STAIRCASE – I P S/Stone/Tiles/Mosaic/Concrete polished with railing.

DOORS - Flush door

WINDOWS - Steel windows with glass.

BATHROOM FITTINGS - SS chrome fittings./CP

KITCHEN – Black Stone top counters with stainless steel sink. Vitrified tiles up to 2 feet above kitchen platform.

ELECTRICAL - Concealed wiring. Semi modular switches of reputed brands.

WALLS - Plaster of paris finish./ Gypsum plaster.

THE TENTH SCHEDULE ABOVE REFERRED TO:

The Owners purchased the Said Land by following registered Conveyance Deeds at the office of ADSR Bishnupur in Book No. 1

Sl. No.	Deed No.	Vendors Name	Purchaser/s Name	R.S. Dag No.	L.R. Dag No.
1	950/199 6	1. Patitosh Kumar Mondal 2. Pabitra Kumar Mondal	Decorative Stone (India) Pvt. Ltd.	978	1831
2	708/200 6	1. Nitai Chandra Hudait 2. Basana Hudait 3. Putul Rani Samanta 4. Chhaya Rani Samanta 5. Manimala Sardar 6. Chhabi Rani Mondal	Do	978	1831
3	2023/19 96	Nitai Chandra Hudait	Do	978	1831
				980	1838
				981	1837
				985	1836
				979	1832
				979	1832
				979	1832

Bandu Singh

S

Sanjay Singh

				979	1832
4	2025/19 96	Bijay Krishna Ghosh	Do		
5	1889/19 96	Minati Rani Ghosh	Do	979	1832
6	2021/19 96	Bholanath Maji	Do		
7	4585/19 96	Biswanath Maji	Do		
8	1151/19 96	Durjyadhan Ghosh	Do	979	1832
9	3519/19 96	1. Gobindo Malik 2. Mukundu Malik 3. Pramila Bala Malik 3. Sandhya Bala Halder 4. Kamala Dalui	Do		
10	3521/19 96	Gobindo Malik	Do		
11	1131/19 96	Pran Krishna Samanta	Do	966 &	1948
12				966/114 7	1947
12	949/199 6	Nitai Charan Basu	Do	965	1939
13	2024/19 96	1. Mahadev Sardar 2. Basudev Sardar	Do		
14	1133	Bechulal Mondal	Do	967	1949
				968	1950
15	709/200 6	1. Nitai Chandra Hudait 2. Basana Hudait 3. Putul Rani Samanta 4. Chhaya Rani Samanta 5. Manimala Sardar 6. Chhabi Rani Mondal	Do	976	
16	5202/20 08	1. Santosh Kumar Ghosh 2. Balai Chandra Ghosh 3. Puspa Bala Ghosh	Do	969	1951
				974	1956
				963	1936/21 73 1979

Sandip Singh

2

Sanjeev Singh

				953	
17	6747/20 10	1. Biswanath Ghosh 2. Kasinath Ghosh 3. Ranjit Ghosh 4. Parbati Ghosh	Do	969 974 963 953	1951 1956 1936/21 73 1979
18	6748/20 10	1. Biswanath Ghosh 2. Kasinath Ghosh 3. Ranjit Ghosh 4. Parbati Ghosh	Do	969 974 963 953	1951 1956 1936/21 73 1979
19	5931/07	1. Sadhan Chandra Ghosh 2. Santosh Kumar Ghosh 3. Pravas Chandra Ghosh 4. Subhas Chandra Ghosh	Do	970 975	1952 1957
20	2022/19 96	1. Santosh Kumar Maji 2. Biswanath Maji	Do	962 960	1946 1945
21	2323/19 96	1. Ajit Kumar Bara 2. Subal Chandra Bera 3. Arovinda Bear 4. Nanda Gopal Bera	Do	977	1959
22	5507/20 16	Debdas Mondal	Do	838	1849
23	4914/20 16	Karunamoyee Mondal	Do	838	1849
24	4914/20 16	Karunamoyee Mondal	Do	840	1850
25	2284/20 16	1. Laltu Das 2. Kumari Mousami Das 3. Arti Rani Das	Do	842	1851
26	2340/20 16	1. Goutam Das 2. Sushil Das 3. Malati Chowdhury	Do	842	1851

Rabg

2

Manveer Singh

27	4908/20 12	Aparna Banerjee	Do	734	1746
29	8608/20 15	1.Arun Ghosh 2.Barun Ghosh	Do	740	1801
30	6745/20 11	1.Sadhan Gosh 2.Santosh Ghosh 3.Subhas Ghosh 4.Prabash Ghosh	Do	740	1801
31	5773/20 09	Mala Bhattacharjee	Do	738	1751
32	5774/20 09	1.Mala Bhattacharjee 2.Rubi Dutta 3.Baby Banerjee 4.Sayani Mukherjee 5.Supriya Mukherjee 6.Gopa Sen Sharma	Do	739	1800
33	653/201 6	Pranati Hudait	Do	959	1944
34	596/201 6	1.Ashim Pan 2.Samir Kumar Pan 3.Amit Pan 4.Dilip Ghosh 5.Pradip Ghosh 6.Kartik Ghosh	Do	964	1940
35	2210/20 16	1.Durgabala Hudait 2.Shankar Hudait 3.Tarak Nath Hudait 4.Anath Hudait 5.Manati Hudait 6.Prasanta hudait 7.Samita Karuti 8.Namita Das	Do	953	1979
36	1013/19 96 1132/19 96	1.Hem Chandra Das 2.Prasanta Kumar Mondal	Do	846	1846
37	705/200 6	1.Radha Rani Das 2.Paaer Salil Das	Do	841	1852
38	629/200 2	Jagannath Gogh & Others	Do	839	1848

Pradyumn Chandra

P

Sanjay Singh

39	1442/20 01	Jagannath Ghosh & Others	Do	843	1847
40	752/200 6	Amit Ch.Bera & Others	Do	843	1847
41	2022/19 96	Santosh kumar Majhi	Do	787	1803
42	8517/20 15	Barun Ghosh	Do	788	1799
43	363/200 3	Subhas Ghosh	Do	788	1799
44	3638/19 96	1.Santosh Ghosh 2.Prabhash Ghosh	Do	788	1799
23	168/200 0	Sadhan Ghosh	Do	788	1799
Balance land for which Owners undertake to provide Deeds shortly					

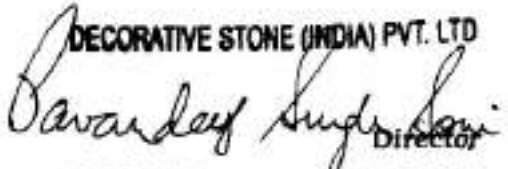
Rajy Ghosh &

Sanjay Singh Chauhan

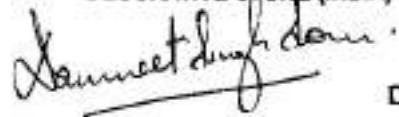
IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERY by the said **DECORATIVE STONE INDIA PRIVATE LIMITED** at Kolkata in the presence of:

1.

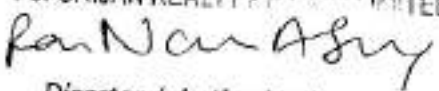
1.  **DECORATIVE STONE (INDIA) PVT. LTD**
Director

2.

2.  **DECORATIVE STONE (INDIA) PVT. LTD**
Director

SIGNED, SEALED AND DELIVERY by the said **SRIJAN REALTY PVT LTD** at Kolkata in the presence of:

1.

For SRIJAN REALTY PRIVATE LIMITED

Director / Authorised

2.

Drafted by me

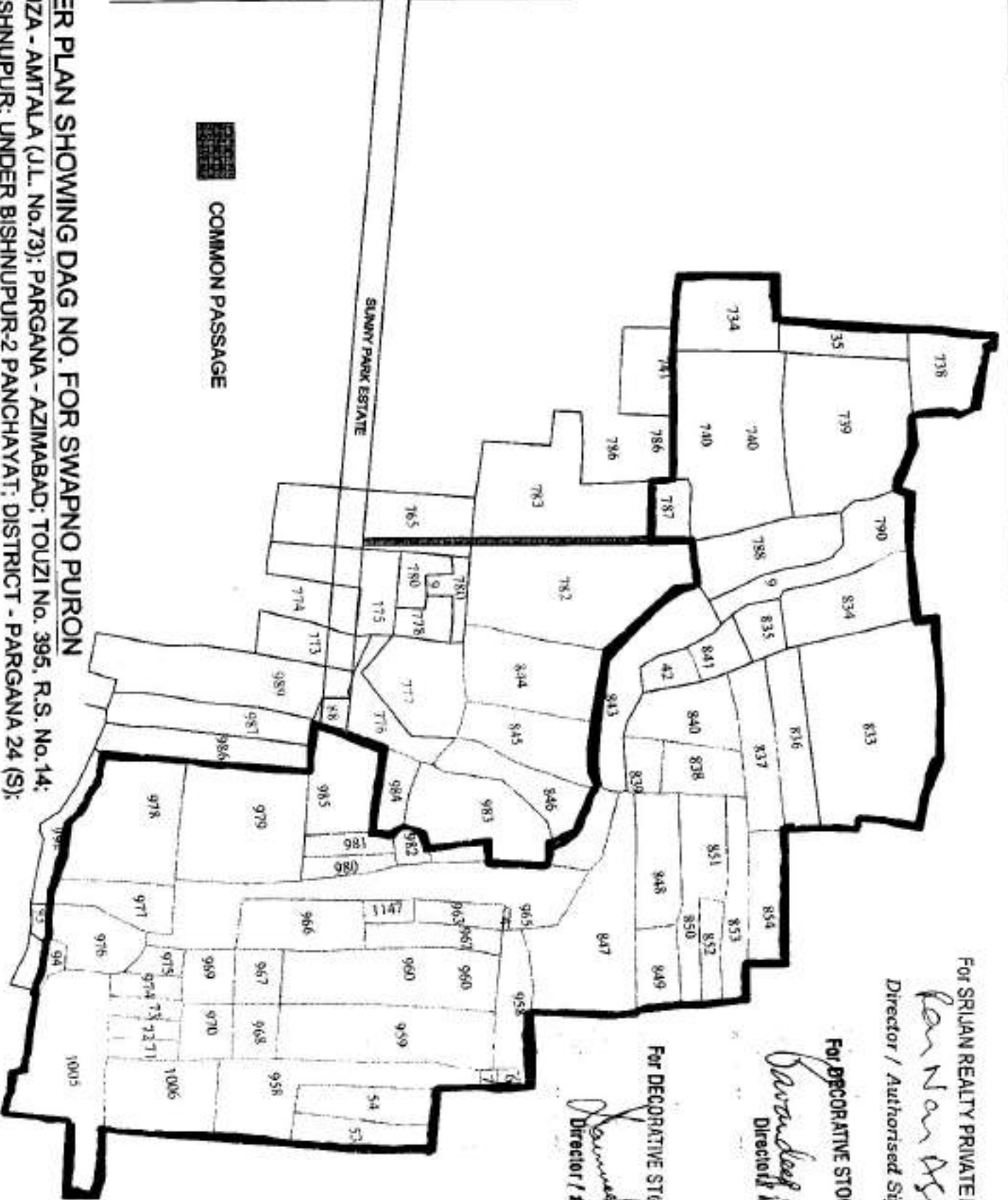
Advocate
Enrolment No.

D. H. R O A D.



COMMON PASSAGE

SUNNY PARK ESTATE



MASTER PLAN SHOWING DAG NO. FOR SWAPNO PURON

AT MOUZA - AMTALA (J.L. No.73); PARGANA - AZIMABAD; TOUZI No. 395, R.S. No.14;

P.S. - BISHNUPUR; UNDER BISHNUPUR-2 PANCHAYAT; DISTRICT - PARGANA 24 (S);

P.O. - KANYANAGAR; PIN CODE - 743350.

For SRIJAN REALTY PRIVATE LIMITED

Ranjan Singh
Director / Authorised Signatory

For DECORATIVE STONE (INDIA) PVT. LTD.

Devendra Singh
Director / Authorised Signatory

For DECORATIVE STONE (INDIA) PVT. LTD

Devendra Singh
Director / Authorised Signatory



For SRIJAN REALTY PRIVATE LIMITED

Ranjana Singh
Director / Authorised Signatory

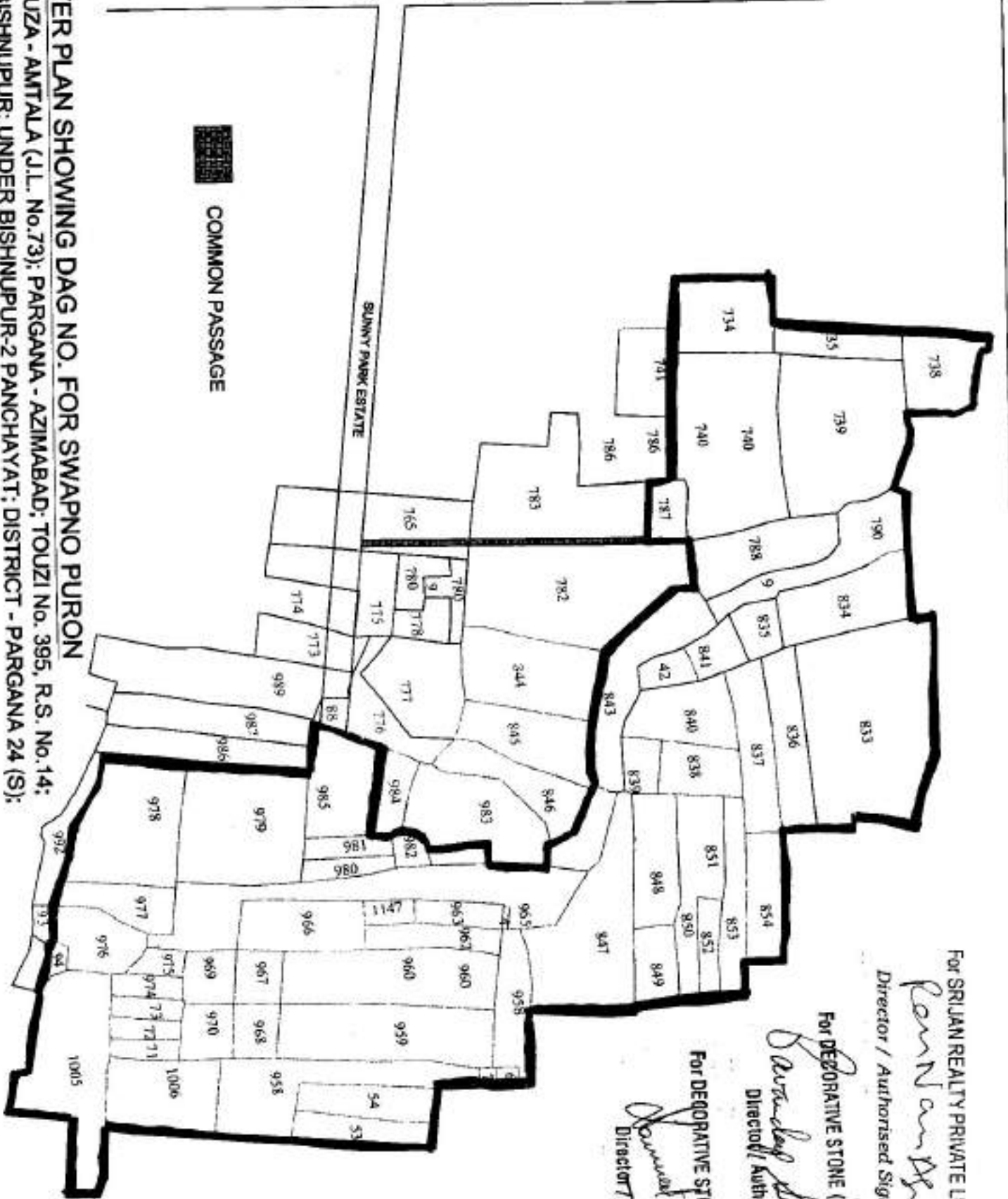
For DECORATIVE STONE (INDIA) PVT. LTD.

Devendra Singh
Director / Authorised Signatory

For DECORATIVE STONE (INDIA) PVT. LTD.

Devendra Singh
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D. H. R O A D.



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