(2)

written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the DEVELOPER.

OWNERS'ALLOCATION: the OWNERS shall jointly get entire First Floor and entire Fourth Floor of the proposed building and also 50% (fifty percent) of the Ground Floor area of the proposed building and the OWNERS shall jointly get non refundable sum of Rs.24,00,000/- (Rupees I wenty four Lac) only from the DEVELOPER out of which the OWNERS already received the sum of Rs.2,00,000/- (Rupees I wo lac) only as mentioned in the memo below and balance sum of Rs.22,00,000/- (Rupees I wenty two lac) only shall be paid by three separate installments a) At the time of execution of this agreement Rs.2,00,000/- (Rupees I wo Lac) only as mentioned in the memo below; b) after sanction the building plan Rs.8,00,000/- (Rupees Eight Lac) only, c) After completion of the foundation up to tie-beam of the proposed building Rs. 12,00,000/- (Rupees Twelve Lac) only. The OWNERS shall also get the proportionate share of land and shall enjoy all the common amenities/facilities of the building along with proportionate share of common utilities and facilities of the vacant spaces surrounding the building. The entire Owners' Allocation as mentioned in the Schedule B below.

- (h) DEVELOPER'S ALLOCATION: the DEVELOPER herein shall get the entire sale proceeds of the entire Second Floor and entire Third Floor of the proposed building and also rest 50% (Fifty percent) of the Ground Floor area of the proposed building to be calculated on Municipal sanction floor area together with undivided proportionate share of land and right to use the other common rights and facilities etc. as described in the SCHEDULE 'D' hereunder written.
- (i) THE ARCHITECT: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) BUILDING PLAN: would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by Rajpur Sonarpur Municipality at the cost of the DEVELOPER.

Amiradly Cultupo Proprietor