

7.1 The Owner shall be entitled to 35% of the Realization subject to the provisions relating to adjustment therefrom as mentioned hereinabove and the Developer shall be entitled to 65% of the Realization.

7.2 The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration and also to receive the Extras, Deposits and other amounts on any account receivable from the Transferees and other persons. All Realisations shall be deposited in a specified Escrow Bank Account opened under the joint signature of the parties (Special Account) and all customers will be required to be notified about mentioning of the bank account in the cheques and other instruments for making payments on any account relating to the project. There shall be standing instructions to the bank about transfer of the funds therein to the respective bank accounts of the Owner and the Developer as follows:-

7.2.1 The entire Service Tax and Cess shall be transferred to a specified bank account of the Developer for the Developer to comply with the formalities. In case the Service Tax and Cess is superseded or replaced by any other tax or any addition taxes are imposed, then the same shall also be transferred to the specified bank account of the Developer.

7.2.2 After transfer of the amount in connection with the Service Tax and Cess the following transfers shall take place from the Special Account:

- (i) A sum equivalent to **3% (three percent)** shall be transferred in a separate specified bank account of the Developer to meet the Marketing and Advertizement Costs. The balance remaining in the said account shall be distributed between the Parties in the Agreed Ratio after the Building Complex is Transferred jointly and/or the Separately Allocable Areas are divided between the Owner and the Developer.

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