14.1 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.

14.2 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.

15. MISCELLANEOUS:

15.1 This agreement is being entered into by the Developer prima facie being satisfied about the right, title and interest of the Owners in respect of the said premises without a detailed investigation of title and 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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15.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

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

15.4 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.

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

15.6 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.

15.7 It is understood that time to time in order 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

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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 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.

15.8 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.

15.9 This Agreement shall be binding on the parties hereto and their respective heirs and/or legal representatives and/or successor and/or successors in office/interest as the case may be

16. **BREACHES NO CANCELLATION**

16.1 The parties hereto declare and confirm that taking into account that the said housing project is going to be a prestigious project none of the parties shall be entitled to cancel and/or rescind this agreement

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16.2 In the event of any disputes arising between the parties, the parties as far as possible shall try to resolve the same amicably and in the event of such disputes being incapable of being resolved amicably the parties have agreed to refer such disputes to arbitration in the manner as hereinafter stated

16.3 It is hereby made expressly clear that none of the parties shall do any act deed or thing whereby the work of construction of the said project is hindered and/or impeded with

16.4 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, Consumer Forums, Civil Court or any other appropriate authority.

17. FORCE MAJEURE:

17.1 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

17.2 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.

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17.3 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 .

17.4 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.

18. **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.

19. **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.

20. **ORIGINAL/CERTIFIED COPY**

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners. Provided that if the Developer avails Project finance

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the original Development Agreement will be deposited with the Bank.

21. 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.

22. 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.

23. 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.

24. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties to this Agreement agree that, to the extent

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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.

25. NOTICE:

25.1 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 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. KESHAV AGARWAL
135G, S.P Mukherjee Road,
Post Office- Kalighat,
Police Station- Tollygunge,
Kolkata- 700026..

b) **In case of the Developer:**
MR. RAM NARESH AGARWAL
36/1A, ELGIN ROAD,
KOLKATA – 700 020.

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

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

25.2.2 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.

25.2.3 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 25.2.1 or 25.2.2 above.

25.3 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.

26. 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

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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 cannot settle such Disputes mutually by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to, and finally be 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

27. **JURISDICTION:**

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising herefrom.

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POWER OF ATTORNEY
RELATED WITH AGREEMENT DEVELOPMENT AGREEMENT AS MENTIONED HEREIN ABOVE

(1) **ASHWGANDHA MERCHANTS PVT LTD (PAN AAJCA9745Q)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (2) **PARAKASHTHA MERCHANTS PVT LTD (PAN AAGCP2272A)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (3) **KRITYA COMMERCIAL PVT LTD (PAN AAECK4825C)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (4) **AACHAMAN VINIYOG PVT LTD (PAN AAJCA3326P)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (5) **TAPASWAT COMMERCIAL PVT LTD (PAN AAECT2573L)** a Company incorporated under the Companies Act, 1956 having its registered office at 12C, Chakraberia Road (N), Ground Floor, Kolkata 700020, (6) **SRIJAN ENCLAVE PVT LTD (PAN AAQCS4061C)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (7) **SRIJAN INFRAREALTY PVT LTD (PAN AAQCS4626M)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (8) **SRIJAN LAND & BUILDING PVT LTD (PAN AAQCS4062B)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (9) **PANCHKOTI STOCKIST PVT LTD (PAN AAGCP5305E)** a Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (10) **SUVRIDHI COMMOTRADE PVT LTD (PAN AARCS2648Q)** a

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Company incorporated under the Companies Act, 1956 having its registered office at 36/1A, Elgin Road, Kolkata 700020, (1) to (10) represented by its Authorised Signatory, **Sri Keshav Agarwal** (Having PAN DBBPA3241L), (Having Aadhar no. 801501158057) son of Sri Shyam Sunder Agarwal, by occupation- Business, residing at 135G, S.P Mukherjee Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026, (11) **CORDIAL BUILDWELL LLP** (Formerly known as **CORDIAL BUILDWELL PVT LTD) (PAN::AAQFC3272N)** a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Kolkata 700046, 12) **DECISIVE BUILDING SOULTIONS LLP (Formerly Known as DECISIVE BUILDING SOLUTIONS PVT LTD) (PAN::AASFD2158C)** a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Kolkata 700046, (11) & (12) represented by its Authorized Signatory namely **Mr Bishan M Agarwal** (Having PAN AFJPA6544H) (having Aadhar No 992581547662) 36/1B, Lala Lajpat Rai Sarani, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020 (13) **ENDORSE BUILDWORTH LLP** (Formerly known as **ENDORSE BUILDWORTH PVT LTD (PAN::AAIFE8926H)** a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Kolkata 700046 represented by its Authorized Signatory namely **Mr Kishan Mirania Agarwal** (Having PAN ADBPA8961E) (having Aadhar No 410800320762) 36/1B, Lala Lajpat Rai Sarani, Post Office- Lala Lajpat Rai Sarani, Police Station- Bhowanipore, Kolkata- 700020and (14) **CARNATION NIRMAN PVT LTD (PAN AFJPA6544H)** a Company incorporated under the Companies Act, 1956 having its registered office at 44/6, Hazra Road, Kolkata 700019, represented jointly/collectively by its Authorised Signatory, **Sri Rahul**

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Chokhany (Having PAN ACAPC2036Q), (Having Aadhar no. 723177183683) son of Rajendra Prasad Chokhany, by occupation- Business, residing at 14/2A, Mandeville Gardens, Post Office- Ballygunge, Police Station- Ballygunge, Kolkata- 700019, hereinafter jointly referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor and/or successors-in-interest and assigns) of the **ONE PART**

TO AND IN FAVOUR OF

ZEN PROMOTERS LLP. (PAN AABFZ4008J) a Limited Liability Partnership Firm under the Limited Liability Partnership Act 2008 having its regd. Office at 36/1A, Elgin Road, Kolkata -700020 represented by its designated partner Sri Ram Naresh Agarwal (Having PAN ACYPA1903G, Having Aadhar no. 5948 89630890), son of Late Nand Kishore Agarwal, residing at Flat no. 5A, 135G, S.P Mukherjee Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026 hereinafter referred to as the **ATTORNEY** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor and/or successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS the Principal is the Owner of **ALL THAT** the piece and parcel of land containing an area of 258.92 decimal equivalent to 156.65 Cottah **but on actual measurement the area works out to 135.58 Cottahs** be the same a little more or less situate lying at 47, Matheshwartala Road Kolkata 700046 (formed after the amalgamation of 47, Matheshwartala Road, 24C, Matheshwartala Road, 24C/1, Matheshwartala Road) be the same a little more or less situate lying at various R.S Dags of Mouza Tangra, J.L.No 5, A.D.S.R Sealdah, Police Station Pragati Maidan, in Ward No.66 of the Kolkata Municipal Corporation more fully and particularly

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described in the **Schedule** hereunder written (hereinafter referred to as the **"SAID PROPERTY"**)

AND WHEREAS for the purpose of development the Principal is now desirous of nominating, appointing and constituting **ZEN PROMOTERS LLP**, the Developer represented by its nominees as its lawful Attorneys jointly and/or severally referred to as the "**ATTORNEYS**") to act, do and perform (either jointly or severally) the following acts, deeds, matters and things.

KNOW YE ALL MEN BY THESE PRESENTS, the Principal by writing under its common seal, do hereby appoint nominate and authorize the Attorney as its TRUE AND LAWFUL ATTORNEY for itself and on its behalf and in its name to do the following further acts, deeds and things relating to the Said Property (more fully described in the **SCHEDULE** hereunder written to act through one or more nominees either jointly or severally.

1. To prepare, submit correspond, receive and sign all papers like Plans, Applications, Affidavits, Indemnities, Letters, authorizations and corrections, to appear and to represent before the competent authorities of the respective departments or bodies of both Central and State Governments like Kolkata Metropolitan Development Authority ("KMDA"), the Kolkata Municipal Corporation, Competent Authority for supply of Ground Water, Calcutta Electric Supply Corporation (CESC) or any other Supply Agency, Administrative offices of the Government of West Bengal, Urban Land Ceiling Authorities, Airports Authority of India, Bharat Sanchar Nigam Ltd., West Bengal Pollution Control Board/Environment Department, Govt. Of West Bengal, Directorate of Town and Country Planning, Kolkata Police, West Bengal Police, Land & Land Reform Department of the Govt. Of West Bengal etc., for obtaining the necessary certificates, sanctions,

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permissions, exemptions, no objection certificates orders etc., connected with the Said Property in respect of one or more of the following matters:

a) re-classification, re-constitution and / or re-union of the Said Property commensurate with the purposes for which the Development Agreement has been entered upon

c) Demolition of any superstructure(s) on the Said Property

d) Proposed constructions (s) of New Building (s)

e) Additions, revisions and alterations renewals, regularization to the proposed New Buildings.:

f) Obtaining permanent or temporary service connections of water-supply, drainage, sewerage and electricity

2. To apply for and obtain sanction of the building plan in respect of the Said Property and to further apply for and obtain any modification or alterations thereto from time to time and at all times hereafter.

3. To apply for quotas, entitlements and other allocations for cement, steel, bricks and any other building material that may be required, for and on behalf of the owners/principals for construction of the New Building on the Said Property.

4. To sign and execute all plans, sketches, maps, declarations, forms, petitions, letters or any other documents relating to or in connection with applying for and obtaining sanction of plan in respect of the Said Property.

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5. To obtain delivery of the sanction plan from the Kolkata Municipal Corporation or any other authority or authorities.

6. to enter upon the Said Property with men and material as may be required for the purpose of development work and erect the new buildings as per the building plans to be sanctioned

7. To apply for and obtain necessary permissions, and/or approvals and/or sanctions from any statutory authority including the Kolkata Municipal Corporation, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India ,Bharat Sanchar Nigam Ltd., and all other statutory authority or body.

8. To appear and represent the Principal before the necessary authorities including the Kolkata Municipal Corporation, Fire Services Department, Government of West Bengal, Kolkata Police, West Bengal Police, West Bengal Pollution Control Board / Environment Department, Airports Authority of India, Bharat Sanchar Nigam Ltd., and all other statutory authority or body in connection with the sanction, modification and/or alteration of plans.

9. To pay fees to obtain sanction or modification and such other orders and permissions from the necessary authorities as be expedient for sanction, modification and/or alteration of the sanctioned plans and submit all the papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents, contractors and sub-contractors for the aforesaid purposes as the Attorneys shall think fit and proper.

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10. To receive the excess amount of fees, if any, paid for the purpose of sanction, modification and/or alteration of the Plans to any authority or authorities.

11. To apply for and obtain electricity, gas, water, sewerage, drainage, telephone or other connections of any other utility to the Said Property and/or to make alterations therein and to close down and/or have disconnected the same and for that purpose to sign, execute and submit all papers, applications, documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the said Attorneys.

12. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the Said Property or any part thereof.

13. To appear and represent us before all authorities including Kolkata Municipal Corporation for fixation and/or finalization of the annual valuation of the Said Property and for that purpose to sign, execute and submit necessary papers and documents and to do all acts, deeds and things as the Attorneys may deem fit and proper.

14. 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 belonging to the Owners 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 and/ or Registered Mortgage. Further the Developer shall create charge in respect of its share of revenue or allocation in the Project without creating any charge or liability in respect of Owner's share of revenue or Owner's allocation in the Project. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing

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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.

15. To insure the New Buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Developer may think sufficient to protect the interest of all concerned therein.

16. To collect advance / payment from the intending purchaser against sale/lease of the proposed constructed areas in the proposed New Buildings.

17. To ask for, receive and recover from all the Purchasers/Lessees and Transferees of Flats/Units and Apartments service charges for maintenance and all the other charges and also on non-payment thereof to enter upon and restrain and/or take legal steps for the recovery thereof.

18. To engage Advocates and to commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters concerning construction on the Said Property or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgment or become non - suited in any such action proceedings aforesaid before any Court, Civil or Criminal Tribunal or Revenue including the Rent Controller.

19. To Deposit and withdraw fees, documents and monies in and from any Court or Courts and /or any other person or Authority and give valid receipts and discharges therefor.

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20. To sign, declare and/or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of attorney, Memo of Appeal or any other documents or papers in any proceedings or in any way connected therewith.

21. To file appeals, references, revisions and appear and represent before the competent authorities in respect of any matter relating to the Said Property.

22. To make and sign necessary application or pursue and follow up all applications already made and/or to be made to the appropriate Government Department, Local authority or other competent authorities including appropriate authorities under the Real Estate (Regulation & Development) Act, 2016 and the Urban Land (Ceiling & Regulation)Act, 1976 for all and any licenses, registrations, permissions and consents required by any act order statutory instruments regulations by laws or otherwise in connection with the Said Property in pursuance of the Map/Plan to be sanctioned and make payment of all charges and fees therefore and recovery of compensation, if any.

23. For all or any of the purposes hereinbefore stated to appear and represent us before all authorities having jurisdiction and to sign, execute and submit papers and documents.

24. To sign, execute and register and to appear before the sub registrar to register any Agreement (s), deeds or documents.

25. To present such agreement or conveyances for registration before the registering authority and admit execution thereof as if the same is executed by the Principal in respect of the Developer's Allocation.

26. To delegate such of the powers as the Attorneys in their absolute discretion shall think fit and proper to any of its

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officers and upon such delegation this power of attorney shall be deemed to have been granted by the Principal in favour of the said delegate or delegates as the case may be.

AND GENERALLY to do all acts, deeds and things, which are necessary for developing the Said Property in the manner aforesaid fully and effectively, and acts incidental and ancillary thereto **AND** the **PRINCIPAL** hereby agree to ratify and confirm all and whatsoever the **ATTORNEYS** shall do, execute or perform or cause to be done executed or performed in connection with the development of the Said Property in terms of the Development Agreement.

This Power of Attorney shall remain valid till the completion of the Complex on the Said Property and transfer of constructed area.

AND it is clarified that the terms and expressions used herein shall, unless there be something contrary or repugnant to the subject or context, have the meanings assigned to them in the Development Agreement.

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