

refundable/adjustable by the Owner to the Developer as hereinafter contained.

3.2 REFUND OF SECURITY DEPOSIT:

- (i.) Out of the said security deposit, a sum of Rs.1,25,00,000/- (Rupees one crore twenty five lac) only (hereinafter referred to as "the **Adjustable Deposit Amount**") shall be refundable by the Owner to the Developer by adjustment out of the share of the Owner in the first Realizations and/or against any separately allocable areas of the Owner as provided hereinafter.
- (ii.) Out of the said security deposit, the balance amount of Rs.25,00,000/- (Rupees twenty-five lac) only (hereinafter referred to as "the **Refundable Deposit Amount**") shall be refunded by within 15 days of the Developer intimating the Owner that the construction of the Building Complex has been completed and the architect has issued the Completion Certificate thereof;

4. POSSESSION:

- 4.1 It is recorded that the Developer is in possession of the Subject Property for the purposes of this agreement.

5. **EXECUTION OF THE PROJECT:** The Developer shall exclusively provide overall project management and co-ordination for the development of the Building Complex in a phase wise manner.

- 5.1 **PLANNING:** The Owner and the Developer agree that the entire planning and layout for the Project Development, including, inter alia, on the aspects mentioned herein below, is and shall continue to be done or caused by the Developer:

- (i.) The design, concept and layout of the Project Development;
- (ii.) The different types of constructions and developments at the Subject Property including New Buildings, Parking, Club and any other Residential, Assembly, Institutional, Commercial or

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