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D 812672

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9.02
17-2-18
Visit
18.02.18
Additional Registrar of
Assurances-IV, Kolkata
D-209865/18
Dev Agmt.



Certified that the Document is admitted to Registration. The Signature Sheet and the enforcement sheets attached to this document are the part of this Document.

Al
Additional Registrar
of Assurances-IV, Kolkata

19 FEB 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 17th DAY
OF February TWO THOUSAND AND EIGHTEEN (2018)

119796

Nuelkanti Nizman Pat (A)

Name.....
ADD.....
RS.....
16 FEB 2018
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, KOL-1

17/11/8 Balai
Singhi land
KOP-9

16 FEB 2018

Rajesh Kumar Agrawal



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
7 FEB 2018

Mimiv Chatterborty.
S/o, Sri Paticu A. Chatterborty -
391, Shri Narayan Deshm.
KOL-9.
PO - Beadon St. P.S. Ankerst.
occupation - Garment



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19040000209865/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs MADHU SULTANIA 50, COTTON STREET, P.O:- BURRABAZAR, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700007	Land Lord		296 	Madhu Sultania 17.07.2018
2	Mr BRIJESH KUMAR AGARWAL 211, CANAL STREET, P.O:- SHREEBHUMI, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN - 700048	Represent ative of Developer [NEELKA NTH NIRMAN PRIVATE LIMITED]		295 	Brijesh Kumar Agarwal 17.2.18
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr TIMIR CHAKRABORTY Son of Mr FATIK CHANDRA CHAKRABORTY 39/1, SHIV NARAYAN DAS LANE, P.O:- BEADON STREET, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700006	Mrs. MADHU SULTANIA, Mr BRIJESH KUMAR AGARWAL		Timir Chakrabarty 17/2/18	

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR

OF ASSURANCE

OFFICE OF THE A.R.A. -

IV KOLKATA

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-017853776-1 Payment Mode Online Payment
GRN Date: 16/02/2018 19:15:48 Bank : ICICI Bank
BRN : 1394928242 BRN Date: 16/02/2018 19:16:30

DEPOSITOR'S DETAILS

Id No. : 19040000209865/2/2018

[Query No./Query Year]

Name : NEELKANTH NIRMAN PVT LTD
Contact No. : 9339839551 Mobile No. : +91 9339839551
E-mail : NEELNIRMAN@GMAIL.COM
Address : 17H8 BALAI SINGHI LANE 1ST FL KOL 9
Applicant Name : Org NEELKANTH NIRMAN PRIVATE LIMITED
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

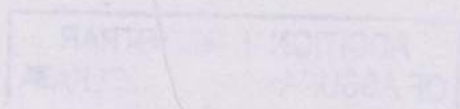
PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000209865/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	15021
2	19040000209865/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	10105

Total

25126

In Words : Rupees Twenty Five Thousand One Hundred Twenty Six only



BETWEEN

MADHU SULTANIA (PAN – AVRPS6944D) wife of Sri Subhash Chandra Sultania residing at 50, Cotton Street, 3rd Floor, Kolkata – 700 007, Post Office Burrabazar Police Station- Burrabazar, (The parties above named are collectively referred to as the **OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include (as the case may be) their respective successor or successors-in-office and/or assigns and /or their legal heirs and representatives, administrators, executors and assign/s)

AND

NEELKANTH NIRMAN PVT. LTD., having PAN – AACCN0826A a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises no. 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata, Post Office - Amherst Street, Police Station- Amherst Street, Pin- 700 009, represented by its Director Sri. Brijesh Kumar Agrawal (having PAN – ACYPA6430G) son of Late Baijnath Agrawal, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 10/14, Brijdham Housing Complex, Sreebhumi, 211, Canal Street, Kolkata, Post Office - Sreebhumi, Police Station - Lake Town, Pin- 700 048, hereinafter called and referred to as "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) , of the **SECOND PART.**

WHEREAS:

- A.** The **OWNERS** herein are seized and possessed of All that the piece and parcel of Bastu land measuring an area of 12.40 Decimals equivalent to 07 Cottah 08 Chittacks 01 Square feet more or less out of 1 Acre 12 Decimals comprised in R.S. Dag No.1061 under L.R. Khatian No.3057, J.L. No.33, R.S. No.205 ½ , Touzi No.145 at present 10 of Mouza- Chakpanchuria, within Patharghata Gram Panchayet under Rajarhat at present New Town Police Station, District – North 24 Parganas, or otherwise well and sufficiently more fully and particularly mentioned, described, explained, enumerated, provided

and given in the **FIRST SCHEDULE** mentioned hereunder (hereinafter referred to as the said premises) free from all encumbrances .

- B.** The Developer herein has entered into a Development Agreement with the adjoining Landowners on such terms & conditions as contained in the Development Agreement dated 17.02.2017 duly registered before the Additional Registrar of Assurance-IV, Kolkata and recorded in Book No.I, Volume No.1904-2017, Pages from 51386 to 51450, Being No.190401328 for the year 2017.
- C. The OWNER** herein is desirous of including the Schedule Land as part of the land to comprise in the Development programme by the Developer herein and to treat the entire land under the earlier Development Agreement and the instant Agreement as one composite land by raising, constructing, erecting, promoting, building and development of the multi-storied building/s on the said Land described in the first schedule and/or together with other land in the vicinity and /or enter into suitable arrangements in respect thereof and as such invited offer/s from **DEVELOPER** /s.
- D. DEVELOPER** herein coming to know about the intention of **OWNER** herein as aforesaid approached and/or offered the **OWNER** herein to cause development at or upon the said land and to construct, erect, develop, built and promote building/buildings of various types and in the form of housing/commercial and/or housing-cum-commercial complex, with the land **OWNER** of adjacent and/or adjoining lands as per the scheme of development containing the design and features as may be adopted/conceptualized from time to time by **DEVELOPER** and /or building plan or plans to be sanctioned and/or approved by the authority concerned (hereinafter referred to as the "**SAID PROJECT**") on the said premises and **OWNER** herein has agreed to such offer on the stipulated terms and conditions.

and given in the **FIRST SCHEDULE** mentioned hereunder (hereinafter referred to as the said premises) free from all encumbrances .

- B.** The Developer herein has entered into a Development Agreement with the adjoining Landowners on such terms & conditions as contained in the Development Agreement dated 17.02.2017 duly registered before the Additional Registrar of Assurance-IV, Kolkata and recorded in Book No.I, Volume No.1904-2017, Pages from 51386 to 51450, Being No.190401328 for the year 2017.
- C. The OWNER** herein is desirous of including the Schedule Land as part of the land to comprise in the Development programme by the Developer herein and to treat the entire land under the earlier Development Agreement and the instant Agreement as one composite land by raising, constructing, erecting, promoting, building and development of the multi-storied building/s on the said Land described in the first schedule and/or together with other land in the vicinity and /or enter into suitable arrangements in respect thereof and as such invited offer/s from **DEVELOPER** /s.
- D. DEVELOPER** herein coming to know about the intention of **OWNER** herein as aforesaid approached and/or offered the **OWNER** herein to cause development at or upon the said land and to construct, erect, develop, built and promote building/buildings of various types and in the form of housing/commercial and/or housing-cum-commercial complex, with the land **OWNER** of adjacent and/or adjoining lands as per the scheme of development containing the design and features as may be adopted/conceptualized from time to time by **DEVELOPER** and /or building plan or plans to be sanctioned and/or approved by the authority concerned (hereinafter referred to as the "**SAID PROJECT**") on the said premises and **OWNER** herein has agreed to such offer on the stipulated terms and conditions.

E. OWNER being desirous of having the lands described in the First Schedule to be put in and used in the said project on the terms, conditions and proposals of **DEVELOPER**, has agreed to join **DEVELOPER** and put the said land at the disposal of **DEVELOPER** for the benefit of **OWNER** and commercial exploitation thereof and on the terms and conditions hereinafter appearing.

F. The consideration/s payable as well as benefit to endure to the respective parties have been mutually agreed upon and the allocation receivable by **OWNER** and **DEVELOPER** has been decided and finalised.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE -A

DEFINITIONS.

IN THESE PRESENTS UNLESS THERE IS ANYTHING CONTRARY AND/OR REPUGNANT THE FOLLOWING HAVE THE MEANINGS AND EXPRESSIONS AS FOLLOWS:

- 1. OWNER shall** mean MADHU SULTANIA (PAN- AVRPS6944D) wife of **Sri** Subhash Chandra Sultania residing at **50, Cotton Street, 3rd Floor, Kolkata - 700 007**, Post Office **Burrabazar** Police Station- **Burrabazar**, and shall mean their legal heirs, representatives, executors, administrators, successors and assigns.
- 2. DEVELOPER shall mean NEELKANTH NIRMAN PVT. LTD.** a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered office at the premises 17/H/8, Balai Singhi Lane, 1st Floor, Kolkata - 700 009 .

E. OWNER being desirous of having the lands described in the First Schedule to be put in and used in the said project on the terms, conditions and proposals of **DEVELOPER**, has agreed to join **DEVELOPER** and put the said land at the disposal of **DEVELOPER** for the benefit of **OWNER** and commercial exploitation thereof and on the terms and conditions hereinafter appearing.

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3. **INTENDING PURCHASER** shall mean the intending Purchaser intending to procure for valuable consideration payable to the **DEVELOPER** any Units, Flats, Car Parking Space etc. at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, as part of a composite scheme consisting of farm houses, out houses, row houses, villas, duplex and/or integrated complex in the said project.
4. **TITLE DEED** shall mean the various documents evidencing title and other documents concerning the titles and/or as are held by the Title Holders whose names appear in the First Column of the First Schedule described hereunder.
5. **PREMISES** shall mean All that the piece and parcel of Bastu land measuring an area of 12.40 Decimals equivalent to 07 Cottah 08 Chittacks 01 Square feet more or less out of 1 Acre 12 Decimals comprised in R.S. Dag No.1061 under L.R. Khatian No.3057, J.L. No.33, R.S. No.205 ½, Touzi No.145 at present 10 of Mouza- Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayet under Rajarhat at present New Town Police Station, District – North 24 Parganas, provided and given in the **FIRST SCHEDULE**.
6. **SAID PROJECT/ COMPLEX BUILDINGS** shall mean and include the proposed building or buildings forming parts of the consisting of Units, Flats, Car Parking Space etc. at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, to be constructed erected and completed by **DEVELOPER** herein along with and/or separately with **OWNER** of adjoining lands and in accordance with the map or plan to be sanctioned by the authorities concerned on the said premises or modification/s thereof in respect of the land under this Development Agreement and under the said Development Agreement being No.190401328 for the year 2017.

7. **ADVOCATE** shall mean A. K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room no. 21, 1st Floor, Kolkata 700 001 as the Advocate of the Parties herein as appointed by **OWNER** herein to act on their behalf for the entire project.
8. **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the purchasers who shall ultimately acquire Unit/Flat/Car Parking, Space holders, farm houses, out houses, row houses, villas, duplex and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by **OWNER** of each individual Unit/Flat/Car Parking Space holders, farm houses, out houses, row houses, villas, duplex in the complex proportionately.
9. **SALEABLE SPACE** shall mean all the constructed and/or open space of the entire area which can fetch revenue and rights in size, location advantage and market value of the said Project and/or Building/s forming parts of the said premises available in such part or size or dimension for independent use and occupation and will include the undivided impartible proportionate share in all common parts, portions, lands areas and facilities after making due provisions for the space required for common facilities and amenities.
10. **GROSS SALES REVENUE** – shall mean and include all the amounts to be received by the Developer towards consideration for the saleable space comprising of flats, open terrace, car parking space usage charges, in the proposed Project and amounts receivable from the unit purchasers towards, - club charges, any preferred location charges but shall not include the VAT, service tax, or any other present and future tax payable on sale of the units, as applicable, collection of various extras and deposits mentioned hereunder, stamp duty, registration fee and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective unit purchasers.

11. **OWNER ALLOCATION** shall mean **17 (Seventeen) %** of the Gross Sales Revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land of the **FIRST SCHEDULE** hereunder written and/or given.
12. **DEVELOPERS ALLOCATION** shall mean **83 (Eighty Three) %** of the Gross Sales Revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land of the **FIRST SCHEDULE** hereunder written and/or given.
13. **ARCHITECT** shall mean the Architect or the person or persons who may be appointed by **DEVELOPER** for designing and planning of the said Project.
14. **PLAN:** Shall mean the sanctioned and/or approved of the building/s sanctioned by the concerned authorities and shall also mean and include the design, layout , concept plan for the said project and shall include variations/modifications, alterations therein that may be made by **DEVELOPER** herein as well as all revisions, renewals and extensions thereof, if any.
15. **PROJECT** shall mean the Project undertaken by **DEVELOPER** herein on the said premises to be constructed erected and comprising of Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, capable of being held and/or enjoyed independently of each other.
16. **SPECIFICATION** shall mean the specifications required for the purpose of construction, erection, promotion, building and development of the said multi-storied building/s being the parts and parcels of the

the said project further adjoining plots of land the OWNER and /or occupiers and /or beneficiaries may desire to join the said project on similar and /or diverse terms and conditions.

xiii) **OWNER** has thus and therefore agreed to put in his said plots of land for the purpose of Development and sale to the intending purchasers at the said project wherein **DEVELOPER** shall construct or cause to be constructed Bungalows/Outhouses by entering into suitable agreements/ arrangements with the intending purchaser(s).

xiv) The **OWNER** hereby assigns all the beneficial interest under the Development Agreements to the **DEVELOPER** herein as adjustment of the security deposit amount.

3.2. Relying on the aforesaid representations and believing the same to be true and acting on the good faith thereof **DEVELOPER** herein has prima facie accepted the representations of **OWNER** but in the event of any of the representations being found to be incorrect and/or false then and in that event it shall be the obligation of **OWNER** to cause the same to be remedied and/or rectified entirely at their own cost.

ARTICLE-D:

DEVELOPER 'S REPRESENTATION/S

4.1 At or before the execution of these presents, the original and copy of all the title deeds, documents and papers concerning the First Schedule property hereunder written and/or given has been inspected by **DEVELOPER** herein and relying on the same and on the good faith thereof **DEVELOPER** herein is fully satisfied and confirmed about the right, and interest of **OWNER** in the First Schedule lands.

4.2 **DEVELOPER** herein has assured **OWNER** herein that **DEVELOPER** herein has adequate funds to be invested sufficiently at and under the subject project and having enough man power, technical team, technical expertise and others in order to complete and finish the subject project within the time limit as provided hereunder.

ARTICLE -E
DEVELOPER 'S RIGHT/S

5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of **DEVELOPER** herein to be paid performed and observed **OWNER** herein have agreed to grant the exclusive right of development for commercial exploitation in respect of the said premises unto and in favor of **DEVELOPER** to undertake development of the said premises whereby **DEVELOPER** shall be entitled to undertake the said project.

5.2 **DEVELOPER** shall be entitled to jointly to undertake or sales and marketing related activities in the manner as detailed hereinafter.

5.3. **OWNER** acknowledge/s at or before entering these presents that **DEVELOPER** herein has made known to **OWNER** that **DEVELOPER** shall be entitled to acquire and /or enter into arrangement in respect of any other piece or parcel of land adjoining or contiguous to the first schedule land (hereinafter referred to and called as the additional area) and shall be entitled to provide/integrate/connect all the facilities and/or utilities existent in the first schedule land and /or the said additional area and /or the project to any new building and/or buildings which may be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said in the first schedule land and /or the said additional area and /or the project to the new building and/or buildings which may be constructed and/or built and/or promoted on the in the first schedule land and /or the said additional area and /or the project including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in the said complex and/or the project as a whole.

ARTICLE -F
PLAN/PERMISSION/S

6.1. For the purpose of undertaking development of the said premises **DEVELOPER** shall cause map or plan to be sanctioned independently in respect of the first

schedule land and/or by integration and /or amalgamation of the adjoining plots of land. **OWNER** and **DEVELOPER** mutually agree that the plan may be modified or revised or new map of plan may be submitted for sanction before the concerned authorities. In case if the sanction plan is required to be modified, revised or fresh plan required to be obtained specifically for any purpose then in such an event the sanction fee/s, fine and penalty payable shall be paid exclusively by **DEVELOPER** herein.

6.2 **DEVELOPER** is authorized by **OWNER** herein to obtain the said modifications but all the cost charges and expenses including miscellaneous expenses, fees, sanction fees, penalty, architect fees etc. and related cost will be borne by **DEVELOPER** herein exclusively and it is further clarified that the cost of construction is to be entirely to be borne by **DEVELOPER** herein.

6.3. **DEVELOPER** herein will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required for sanction of building plan and construction work thereon as may be required by **DEVELOPER** from time to time and **OWNER** hereby agree and undertake to sign all papers and/or documents as may be necessary and/or required.

6.4. **DEVELOPER** is permitted to submit the building plan with the concerned authorities as per the date and schedule as may be desired and deemed fit by **DEVELOPER** .

6.5 **DEVELOPER** shall develop the said premises on a Revenue Sharing basis, i.e. in consideration of the **OWNER** granting and assigning the development rights of the said premises to the Developer, the Developer shall pay 13 % (Thirteen percent) of the Gross Sales Revenue to the **OWNER**, subject to such deductions/arrangement hereinafter stipulated towards other deposits. In other words the Developer shall be entitled to 83% (Eighty Three percent) of the Gross Sales Revenue generated out of the project to be received from time to time.

ARTICLE -G:

SPACE ALLOCATION & CONSIDERATION

7.1. **DEVELOPER** herein shall start the work of the said project by commencing construction, erection, promotion, building and development of the said project comprising of Units, Flats, Car Parking Space etc at and under the said multi-storied building/s of the said form of housing/commercial and/or housing-cum-commercial complex, at and upon the First Schedule property and /or any adjacent property and /or premises thereto hereunder written. .

7.2 **OWNER** and **DEVELOPER** have mutually agreed to the mode, and/or mechanism and/or consideration as manner in which the saleable space shall be dealt with and /or disposed/ and /or sold transferred or conveyed in favour of **DEVELOPER** and /or its nominee/nominees.

7.3 That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that **OWNER** herein has granted the right of First refusal to **DEVELOPER** and agreed to accept the fair market value of the Salable Space forming the part of **OWNER's** Allocation and upon the project being completed **OWNER** shall release unto and in favour of **DEVELOPER** **OWNER** s allocation upon **DEVELOPER** paying to **OWNER** the value of 10 % of Gross Sales revenue of the salable space which constitutes the **OWNER'S** Allocation.

7.4 **OWNER** herein undertakes to suitably and appropriately authorize **DEVELOPER** with such further power and/or powers as may be required and in such form and manner as is reasonably required. However the exercise of the powers shall be in a manner so as not to fasten or create any financial liability upon **OWNER** or affect the right, or interest of **OWNER** in the said project in the said premises more fully and particularly mentioned, described, explained, enumerated, provided and given at and under the First Schedule hereunder written and/or given.

7.5. **OWNER** herein undertakes as per demand of **DEVELOPER** , if required, **OWNER** herein shall execute the Deed of Conveyance or Conveyances or any

other Deed/s of like nature of transfer unto and in favour of **DEVELOPER** herein or its nominee or nominees at the costs and charges of **DEVELOPER** herein or its nominee or nominees and the land OWNER as detailed in the First Schedule and **OWNER** herein agrees to join as the Vendor in the said Deed of Conveyance/s to be executed in respect of the transfer of the undivided proportionate share of the land underneath attributable to the unit sold and/or intended to be sold unto and in favour of the transferee and **DEVELOPER** herein shall join as Confirming Party herein in the said Deed of Conveyance.

7.6 **DEVELOPER** herein shall be entitled to sale, create mortgage, transfer, demise, grant and provide the construed space by the Power-of-Attorney/s to be conferred and executed by **OWNER** in favour of the Developer. It is hereby agreed that **DEVELOPER** herein shall part with possession of such spaces and or such apartments constructed at or upon the first schedule premises in the manner and terms and conditions as mentioned, described, explained, enumerated, provided and given in hereunder written and/or given to the intending purchasers and also deliver possession of thereof to the intending purchasers.

7.7 **REFUNDABLE ADJUSTABLE SECURITY DEPOSIT WITHOUT ANY INTEREST**

(a) The details of Security Deposit paid by the **DEVELOPER** and received and accepted by **OWNER** on the signing of this agreement is as follows :-

i. The receipt of **Rs 10,00,000/- (Rupees Ten Lacs) only** paid by the **DEVELOPER** and received and accepted by the **OWNER** as and by way of Security Deposit is detailed in the receipt appended hereto.

(b) The above amounts paid as security deposit to the **OWNER** by the **DEVELOPER** shall be refunded by the **OWNER** to the **DEVELOPER** on completion of the Project in the event the **OWNER** fail, neglect or refuse to handover and/or refund the security deposit amount without any interest to the **OWNER**, in such event the **DEVELOPER** shall acquire beneficial interest of the **OWNER'** entitlement

under this Agreement and accordingly the **DEVELOPER** shall be entitled to the **OWNER'** allocation and the benefits arising therefrom.

(c) The said security deposit shall be refunded by the OWNER to the developer upon the Developer handing over the OWNER' allocation to the Developer. That Notwithstanding anything stated to the contrary elsewhere in this agreement it is expressly agreed by and between the parties that **OWNER** herein have granted the right of First refusal to **DEVELOPER** in respect of the Saleable Space forming the part of **OWNER'** Allocation.

ARTICLE H:
POWER OF ATTORNEY.

In furtherance of the terms of this Agreement and to give effect to the terms of this agreement and in furtherance of the intentions and provisions as contained in this agreement **OWNER** hereby nominate, appoint, and constitute the **DEVELOPER** as their attorney and hereby empower, grant the **DEVELOPER** the rights and authorities to act and to do and to execute all or any of the following acts, deeds and things, that is to say:

1. To sell, alienate, transfer, convey, create mortgage, grant, give, dispose of properties described in the First Schedule hereunder written and /or the constructed/saleable spaces thereupon and/or given and to manage, control, supervise, use, possess and occupy the First Schedule property in the manner as the said attorney shall think fit and proper.
2. To negotiate with any of the prospective buyer/buyers and/or the party and/or parties in order to sale, dispose, alienate, transfer and conveyance of the First Schedule and /or the constructed/saleable spaces thereupon hereunder written and/or given in the manner as the said attorney shall think fit and proper.
3. To construct, promote, erect, develop and built multi-storied building/s at and upon the first schedule premises hereunder written and/or given.

4. To demolish the structure/s lying erected at and upon the First Schedule property for the said construction, promotion, erection, development and building at and upon the First Schedule hereunder written and/or given.
5. To apply for quota and to obtain the same relating to cement, bricks, building materials etc. from any person whomsoever for the said intents and purposes.
6. To take all the permissions, approvals, sanctions etc. from any person whatsoever with regard to the same in all the manner whatsoever and put our signature/s for the same for all times to come pertaining to the First Schedule hereunder written and/or given hereunder.
7. To appear before and present for registration before any registration Office having jurisdiction and/or the registrar, sub registrar, registrar of assurance all each and every deed and agreement for sale, assignment, underwriting agreement, deed, conveyance document, instrument, mortgage and paper whatsoever expedient and necessary in connection with the sale, disposal, alienation, transfer, conveyance and/or for usage of the First Schedule hereunder written and /or constructions and /or saleable spaces constructed thereupon in the manner as the said attorney shall think fit and proper on my behalf as if we are and /or I am personally present.
8. To do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the attorney ought to be done, executed and performed in relation to the said First Schedule property as fully and effectually so as to achieve the ends of these presents as the said attorney, shall think fit and to determine their powers and duties so as to effectuate the intention of these presents.
9. To carry out all or any of the powers, authorities and liberties hereunder vested as the Attorney/s shall from time to time desire in that behalf.

10. To represent us/me and to appear before any Court of Law, any or all Judicial, Legislative, Executive authority and/or authorities, Public and/or Private authority and/or authorities whomsoever in connection with us so far it relates with the First Schedule hereunder written and/or given.

11. To appoint, engage and discharge any Pleader, Solicitor, Advocate, Wakil and/or Attorney/Attorneys in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done if the Grantors are represented physically.

12. To obtain necessary permission approvals and sanctions from different authorities in connection with the construction of the said projects and also for pursuing and following up the matter with the local Panchayet,

13. To sue, defend, prosecute and litigate with whomsoever concerned in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as it could be done on personal representation.

14. To sign, verify, draw, draft and prepare any type of application, paper, document, letter, draft and statement whatsoever and to issue and use the same in connection with the better management, preservation, security, control, supervision, use, occupation and enjoyment of the First Schedule hereunder written and/or given on our behalf as effectually as it could be done personally.

15. The Attorneys name herein shall be authorized to act jointly and/or severally without any further permission being required.

16. And generally to do, execute and perform any other act or acts, deed or deeds, matters or things whatsoever which in the opinion of the said