

Authorities or to the other authorities or to the Developer or otherwise as specified by the DEVELOPER and shall keep the DEVELOPER or other authorities in this regard indemnified against all claims, actions, demands and costs, charges, expenses and proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the Developer or such authorities or paid by either of them to it as the case may be consequent upon default by the Owners and the Developer in this behalf.

#### ARTICLE- VIII : OWNERS' OBLIGATIONS

1. The Owners doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment, covered /open car parking spaces as per sanctioned plan.
2. The OWNERS or any person or persons claiming through them shall not in any way cause any interference or obstructions whereby the DEVELOPER or any person or persons claiming through them shall any manner be prevented from constructing and erecting the said building on the said land in the same premises. But if the terms & conditions of this Agreement are not maintained or carried out or obeyed by the DEVELOPER , the OWNERS in that case will have full liberty to seek protection of their own interest from the proper legal forum or Court of Law.
3. The OWNERS doth hereby agree and covenant with the DEVELOPER not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without previous consent in writing of the DEVELOPER, till the OWNER'S allocation is handed over to the OWNERS by the DEVELOPER as per terms of this Agreement.
4. If the OWNERS committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of vacant land of the said premises as hereinbefore stated, the DEVELOPER shall be entitled to and the OWNERS will be liable to pay such losses and damages as be settled between the parties.
5. That after obtaining sanction from The Kolkata Municipal Corporation, the DEVEOPER shall serve a notice to the OWNERS regarding sanction of the

thirty(30)days from the date thereof to the DEVELOPER for commencement of construction work subject to suitable makeshift arrangement for OWNERS.

6. That the OWNERS shall be liable to pay all taxes, charges, assessments in respect to OWNERS allocation of the building after peaceful possession.
7. That after completion of construction of the proposed building inclusive of shop areas, the OWNERS will be liable to register the appropriate transfer deed in favour of existing shop tenants in the terms of settlement with the tenants as mentioned herein under and thereafter the DEVELOPER shall apply for obtaining completion certificate before KMC in respect of the said building. The cost of registration for transfer shall be borne by Tenants.

#### ARTICLE- IX : DEVELOPER'S OBLIGATIONS

1. The DEVELOPER hereby agrees and covenant with the OWNERS to complete the construction of the said building in terms of this Agreement under the supervision of DEVELOPER and in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation or revised sanctioned thereof and shall deliver the possession of the OWNER'S allocation and DEVEOPER'S allocation within twenty four(24) months from the date of obtaining sanctioned building plan unless prevented by any circumstances beyond the control or by FORCE MAJUERE.
2. The DEVELOPER herby agrees and covenants with the OWNERS not to violate, contravene any of the provisions of Rules applicable for construction of the said building.
3. The DEVELOPER hereby agrees and covenants with the OWNERS not to do any acts, deed or thing whereby the OWNERS are prevented from enjoying,
4. That the DEVELOPER shall be liable to deliver the possession of the OWNER'S allocation in the newly constructed building before delivery of possession to the other buyers of flats under DEVELOPER'S allocation.
5. If the construction and completion of the building is delayed from any