

1.7. Except in accordance with any specific terms and conditions if so mentioned elsewhere in this Agreement, this Agreement and the power/s of attorney to be executed in pursuance hereof shall not be cancelled or revoked by the Owner under any circumstances.


**2. PRELIMINARY OBLIGATIONS OF THE OWNER:**

2.1 **Attributes:** The Owner shall be responsible and liable for causing and ensuring the following attributes in respect of the Subject Property :

- (i.) Marketable Title in respect of the Subject Property;
- (ii.) The Subject Property is and shall be free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, uses, debutters, trusts, bardagars, leases, tenancy rights, uses, occupancy rights, acquisition, requisition, alignment, claims, demands and liabilities whatsoever or howsoever;
- (iii.) Vacant and peaceful possession of the Subject Property duly secured by boundary walls on all sides;

2.2 **Obligations:** The Owner hereby agrees and undertakes with the Developer that the Owner shall at his own costs and expenses and within 60 days from the date of execution hereof do and comply with the following in respect of the Subject Property:

- (i.) To make out a marketable title to the entirety of the Subject Property and answer any requisitions on title that may be raised upon the Owner. It shall be the obligation and liability of the Owner to clear and remove any defect or deficiency in the title in respect of the Subject Property or any part thereof or any mistake, defect or insufficiency in the records of the Government connected thereto or any encumbrance if found affecting the same or any embargo or restriction, if any, in the development of the same in the manner contemplated herein within a maximum period of 30 days from the date of the same arising.



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