

any manner whatsoever and shall have no responsibility towards the architect and/or contractors labourers caretaker etc., or for the compliance of the provisions of labour laws, payment of wages, payment of P.F., E.S.I., etc., maintenance of records of labourers etc., and all the responsibilities in that behalf shall be of the Developer and the Owner shall be kept protected and harmless against any action, if taken or threatened to be taken against the Owner for non compliance or violation of the said requirements.

- 5.10 **COSTS & EXPENSES:** All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the Subject Property and the activities mentioned above has been and shall continue to be borne and paid by the Developer.
- 5.11 **TIME FOR COMPLETION:** Subject to force majeure and subject to the Owner not being in default in compliance of its obligations hereunder, the Developer agrees to construct the New Buildings at the Subject Property within 48 (forty eight) months in case of commercial buildings and 60 months in case of residential buildings from the date of commencement of construction pursuant to sanction of building plans and the grant of all clearances and certificates by the appropriate Government authorities to commence and carry out the development of the Building Complex.
- 5.12 **ADDITIONAL AREAS:** In case at any time after the date of execution hereof , any additional area beyond those sanctioned thereunder can be constructed lawfully at the Subject Property or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, the benefit of such additional construction and all appertaining right title and interest in the Subject Property shall accrue to and belong to the Developer alone Provided That if the Owner is agreeable to contribute 35% of the costs charges and expenses in respect of sanction and/or construction of such additional construction, then the benefit of such additional construction and all appertaining right, title and interest in the

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