

work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above, failing of which the clause of penalty as mentioned will be charged. Penalty will be charged @ 1% per month of market value of our share i.e. owner's allocation mentioned herein before.

15. **MISCELLANEOUS:**

- i) For the purpose of sale and/or transfer of their respective allocations no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.
- ii) That after delivery of possession of the portion of existing property, now under occupation of the owners, to the Developer the owners shall not create any encumbrances and/or liens in respect of the property and the Developer's exclusive right for development of the aforesaid properties shall not in any way be affected.
- iii) The Developer will at his own cost and expenses arrange for all materials to be used for construction, being the best quality available in the market, sound and well seasoned and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work