

- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors and flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.
5. **THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said Holding as mentioned herein.
- (iii) The **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned Rajpur Sonarpur Municipality at the cost of the **DEVELOPER** who shall complete the proposed building within 36 (Thirty six) months from the date of sanction of the building plan or from the date of taking over possession whichever is later.
- (iv) Immediate sanction of the building plan a Supplementary Agreement shall be executed if required by and between the **OWNERS** and the **DEVELOPER** herein for the clear distribution of the flats and Car Parking Space as 45% : 55% and thereafter the **DEVELOPER** shall start the construction work of the proposed building as per annexed specification. More or less flat area shall be adjusted @ Rs 2,000 (Rupees Two Thousand) per Sq.ft. on built up area only on the balance Owners' Allocated area after handing over the Owners' flats as mentioned in the Schedule – B below.
- (v) The **DEVELOPER** shall sell all the flats, Car Parking Space etc. of the proposed building, as the **DEVELOPER'S ALLOCATION** (strictly excluding the Owners'

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