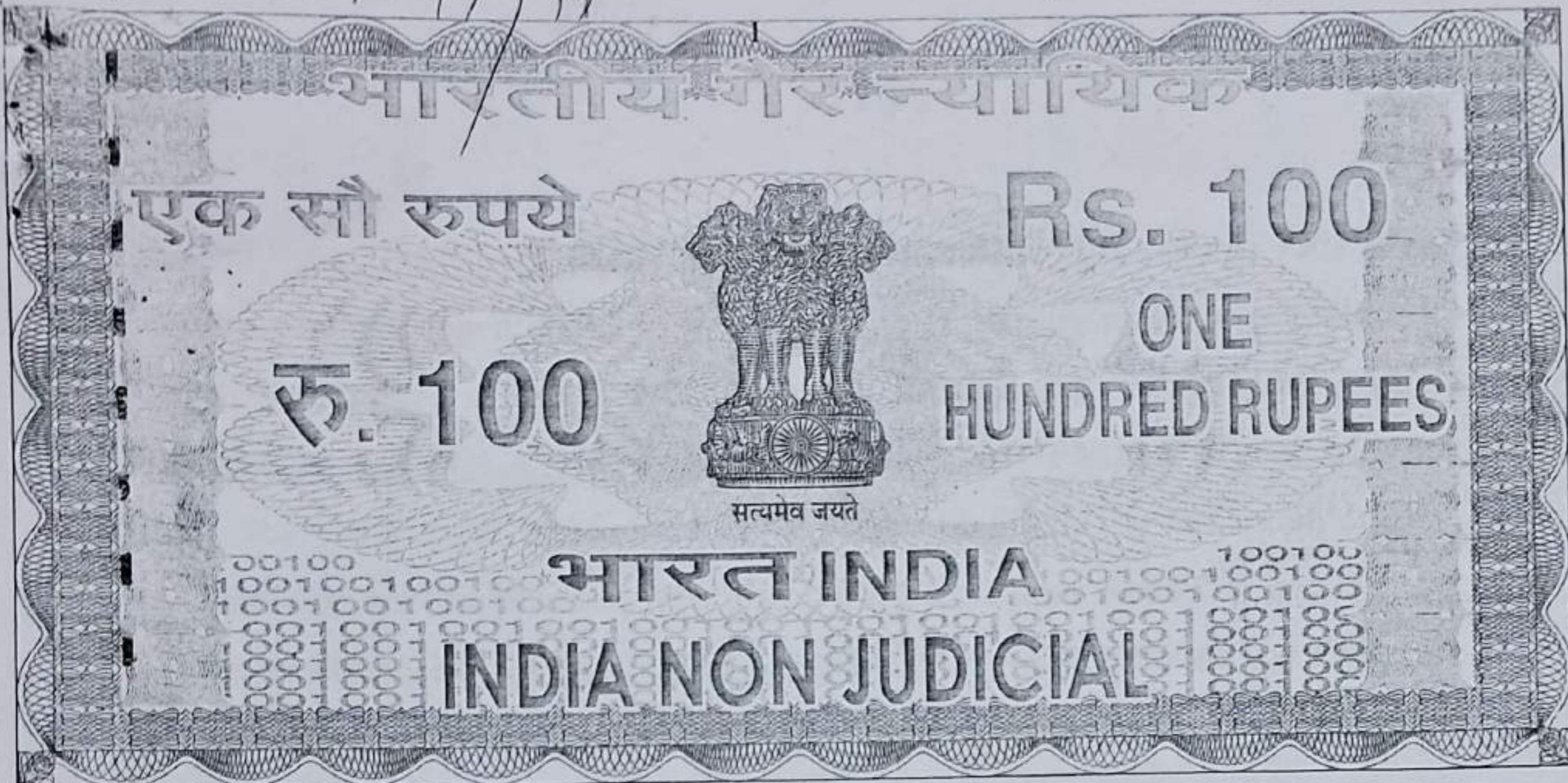


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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

[Signature]
District Sub-Registrar-V
Alipore, South 24 Parganas

14.06.17

AGREEMENT FOR JOINT VENTURE

THIS JOINT VENTURE AGREEMENT made on this 14th day of June 2017(Two Thousand and Seventeen),

BETWEEN

(1) SRI PRABHANJAN MANDAL (PAN - ADTPM1939L) son of Late Bipad Bhanjan Mandal, aged about 53 years by faith Hindu, by nationality Indian, by Occupation service, residing at 18/2 Kalikapur Road P.S survey park kolkata 700099 (2) SRI NILANJAN MANDAL (PAN -AJNPM1247M) son of Late Bipad Bhanjan Mandal aged about 45 years by faith Hindu, by nationality Indian, by Occupation service presently residing at 18/2 Kalikapur Road P.S survey park kolkata 700099 (3) SMT MANIDIPA SAHA(PAN - CWHPS0657Q) Daughter Of Late Bipad Bhanjan Mandal ,wife of Sri Biswanath Saha, aged about 54 years, by faith Hindu, by nationality Indian, by Occupation -House-wife presently residing at 34 Feeder Road, Kolkata-700056, P.S Belghoria , hereinafter referred to as the "LAND OWNERS" (which term of expression unless excluded by or repugnant to the subject or context shall always mean and include his heirs, executors, administrators, legal representatives and assignees) of the FIRST PART/FIRST PARTY.

AND

M/S. ROY & MONDAL CONSTRUCTION (PAN - AAVFR5140D) (Registered with K.M.C under Trade license C.E No: 004936100764 (Permanent) a Partnership Firm having its office at 127, Kalikapur Road P.S. Kasba now Garfa, P.O- Haltu, Kolkata - 700078, represented by its Partners (1) SRI BIKASH ROY, (PAN -AGEPR6161M) son of Late Nani Gopal Roy, by faith Hindu, by occupation Business, by Nationality- Indian, residing at 74/1 2, Purbachal Main Road, P. S. Kasba now Garfa, P.O. Haltu, Kolkata - 700 078 (2) SRI MRINMOY ROY, (PAN -ASWPR0162N) son of Late Mukul Chandra Roy, by faith Hindu, by Occupation- Business, by Nationality- Indian, residing at 26/2, Kalitala Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata - 700078 (3) SRI RANAJIT MONDAL, (PAN - BATPM0235R) son of Sri Jiban Krishana Mondal, by faith Hindu, by Occupation- Business, by Nationality- Indian,

residing at 356, Kalikapur, P.O. Kalikapur P.S. Kasba now Garfa Kolkata. - 700 099, (4) SRI BASANTA KUMAR ROY, (PAN – AFHPR7630H) son of Late Manindra Chandra Roy, by faith Hindu, by occupation- Business, by Nationality- Indian, residing at 22, Kalitala Road, P.O. Haltu, P.S. Kasba now Garfa, Kolkata – 700078 hereinafter and collectively called and referred to as the DEVELOPERS/ CONTRACTORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, Partners, administrators successor-in-business and assigns) of the SECOND PART/ SECOND PARTY.

WHEREAS by virtue of Deed of Sale, SRI KARTICK CHANDRA PAIK sold and transferred ~~ALL THAT~~ piece and parcel of land measuring 9 cottah 15 chatacks 28 sq. ft. be the same little more or less being plot No. P 12 , lying and situated within Mouza- Kalikapur, J.L.No.20 comprised in Dag No.356/406 under Khatian No. 361,353,362,356 R.S.No.2, within the District Collectorate's, Pargana- Kalikata, at present lying within the limits of The Calcutta-Municipal Corporation (Jadavpur Unit), now the Kolkata Municipal Corporation under Ward No. 109, Premises no 335 Kalikapur formerly Police Station- Sadar Tollygunge thereafter Jadavpur and then P.S. Kasba now Survey Park, Sub-Registration office formerly at Alipore at present Sealdah, in the District of South 24-Parganas, the said property together with all easement right, title, interest, profits, claims, demands, privileges, appurtenances, appendages, whatsoever over and upon the said landed property, along with all ingress and egress rights over and upon the Land and through the Kalikapur Road and common passage to the said Plot No. P - 12 unto and in favour of Smt Santi Mandal w/o Late Bipad Bhanjan Mandal , by registered Deed of Sale which was registered in the office of the District Sub-Registry office at Alipore, 24 parganas and recorded in Book No. I, Volume No.106, pages 34 to 39 being Deed No.3506 for the year 1973 which is free from

all sorts of encumbrances and also morefully shown, delineated and depicted by the coloured RED border lines with the map or plan is annexed therewith and hereinafter referred to as the "said property".

AND WHEREAS thus herein namely **Santi Mandal**, become the absolute Owner and exercising all her right of ownership and possession over the said property duly mutated her name in the records of concerned B.L& L.R.O as well as in the records of the Kolkata Municipal Corporation being known as the Kolkata Municipal Corporation Premises No 335 Kalikapur, Assessee 31-109-O6-0335-1 which is morefully and particularly mentioned and described in the **Schedule "A"** hereunder written.

AND WHEREAS said Santi Mandal while seized and possessed of the said property she died intestate on 01/11/2007 and her husband also died intestate on 14/12/1993 leaving behind her two sons namely (1) Sri Prabhanjan Mandal (2) Sri Nilanjan Mandal and only daughter namely Manidipa Saha, as her only legal heirs and successors inherited the aforesaid property being Premises no 335 Kalikapur, under ward No 109 under the provision of the Hindu Succession Act 1956,

AND WHEREAS thus Prabhanjan Mandal, Nilanjan Mandal and Manidipa Saha, while seized and possessed of All THAT piece and parcel of land measuring about 09 cottah 15 chittacks 28 sq.ft more or less by the way of legal heirs, but in the year 2015 **LAND ACQUISITION DEPARTMENT (GOVERNMENT OF WESTBENGAL)** has acquired part of the said land measuring about 3 cottah 1 1 chittacks 18 sq.ft,(3.7133 cottah) after acquisition remaining land area is measuring about 6 cottah 04 chittacks 10 sq.ft as per record.

AND WHEREAS the First Parties herein the sole and absolute owner of the said property more fully and particularly mentioned and described in the Schedule "A" hereunder written and sufficiently entitled to the said property in its entirety as the Land Owner hereof and has full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that he has not executed any sort of instruments like sale, lease, gift, mortgage, charges or Agreement for sale, Tenancy and Development Agreement with regard to the said property with anybody/ bodies, person/ persons, concern/ concerns, company/companies and authority/ authorities.

AND WHEREAS the present Land Owners/First parties have declared and represented as under:

- i) That the property is absolutely free from all encumbrances, mortgages, attachments, liens, lispendens or rights of others, whatsoever;
- ii) That the said property does not attract the provisions of Urban Land (Ceiling & Regulation) Act 1976 or any other attachment at present.
- iii) That the present Land Owners/First parties has not entered into any agreement for sale of the said property or any part thereof nor has bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property.
- iv) That the Land Owners/First Parties have good right, indefeasible title and absolute power and authority to transfer their said property and every part thereof.

AND WHEREAS the Land Owners/First Parties was desirous of having the said property developed on Joint Venture basis for better utilization of the space available therein. Since they have no sufficient fund to construct a multi-storied building of their own.

AND WHEREAS the Developer/second Party herein are having sufficient knowledge, financial capacity and experience required for development of properties on Joint Venture basis.

AND WHEREAS relying on the above representations made by the Land Owners/First Parties herein and believing the same to be true, the Developer/Second Party herein have offered to develop the said property measuring in total land measuring 06 Cottas 04Chittaks 10 Sq.ft. more or less situated and lying at Premises No.335 Kalikapur, Assessee 31-109-06-0335-1 for constructing and completing in every respect a residential building with lift as permitted by the Kolkata Municipal Corporation and completing the same making all necessary implements, amenities and utilities therein.

AND WHEREAS the present Owner/ First Parties have agreed with the said proposal of the Developers/ Second Party on certain terms and conditions for the contemplated joint venture have been settled between the parties as herein after appearing.

LANDOWNER'S ALLOCATION :-

LAND OWNER' ALLOCATION;- The Land Owner shall be allotted 50 % in the newly constructed buildings and Car parking Space and non refundable consideration of Rs 45 (forty five) Lacs together with undivided proportionate share of land with common areas and facilities thereon of the proposed newly constructed building. That the land owners and developers mutually agreed that if area of land of the scheduled property is increased or decreased by considerable quantum (01 cottah or more) after physical measurement and verification, in that case non-refundable consideration money will also be increased or decreased at the proportionate basis. The developers shall give to the land owners one shifting

to a rented house upto handing over the possession in the newly constructed said building (monthly rent for the shifting in respect of rental premises will be paid by the developers). The Developer shall allocate to the Land Owners three south facing flat at G+1, G+2 and G+3 floor of the constructed building and other flat/flats at other floors out of their allocable portion as per this agreement.

DEVELOPER'S ALLOCATION:-

The Developers shall be allotted remaining of constructed corporation sanction F.A.R. all the Flats (excepting the Owners' Allocation share) together with undivided proportionate share in the land and common areas in the said premises. The sale proceeds of sale of Flats and car parking spaces etc. and covered spaces in Developer's Allocation shall belong to the Developers who have right to sell use the Developer's area as a residential purpose.

TIME LIMIT

That the proposed building to be completed within 24 (Twenty Four) Months from the date of obtaining sanction building Plan from K.M.C. Authority and possession of Land Owner's allocation to be handed over within said time by the Developer subject to extension for another 6 months due to circumstances beyond control of the developer or force majeure. If the Developer fails to deliver possession within the said period, the Developer undertakes to pay compensation @ Rs.15,000/- (Rupees fifteen Thousand only) per month or part thereof to the Land Owner.

CONSTRUCTION

The proposed building to be constructed and completed as per specification made hereunder. The building to be completed as per plan to be sanctioned building Plan from K.M.C. Authority. The building will be residential.

PROCESS

The Developer will be responsible and liable for construction of the building as

per plan to be approved by K.M.C The Developer will also be liable for all local and official purposes regarding construction and completion of the building, in any way the Land Owners will not be liable or responsible for any consequences as stated above.

DOCUMENTATION

Any documents to be signed or executed or registered must be approved by the Land Owners prior to doing so and the Land Owner will not be liable for any acts of the Developer/ done in contrary to the provision laid down in this agreement. The Developer shall bear all legal expenses (Plan sanction related)

NOW THIS PRESENTS WITNESSETH and the parties hereto record to have mutually agreed by and between them as follows:

ARTICLE -I COMMENCEMENT

This Agreement shall be deemed to have commenced on and with effect from the day of execution of this Agreement.

ARTICLE -II LAND OWNERS, RIGHTS & REPRESENTATION

- 2.1 The Land Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.
- 2.2 The said premises is free from all encumbrances charges, liens, lispendences, whatsoever or howsoever and, the Land Owners have marketable title in respect of the said premises.
- 2.3 There is no excess vacant land at the said premises and does not come within the meaning of the provision of the Urban Land (Ceiling and Regulations) Act, 1976.
- 2.4 In case of any non-compliance and/or breach of any terms and conditions and in case of failure of the Developer to obtain the necessary plan sanction for construction within a period of 12 (twelve) months from the date of registration of

this agreement, the Agreement will stand terminated on the Land owner's giving 30 (thirty) days notice to the Developer. The Land owners also shall have right to stop the construction work by giving notice in case of any breach of the terms.

2.5 The developers shall start the construction work immediately after plan sanction by KMC. In case of any unreasonable delay made by the developers, owners will be at liberty to revoke this agreement and power of attorney assigned to them by giving them 30 (Thirty) days notice.

ARTICLE-III DEVELOPER'S RIGHT/REPRESENTATION

3.1 The land owners hereby grant subject to what has been hereunder provided construction right to the Developer to build, construct, and complete the said building over the said premises strictly according to sanctioned plan at the cost of the Developer and by entering into agreements for sale and/or transfer and/or construction in respect of the Developer's share/allocation in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation with or without amendment about modification made or caused by the Developer. The Developer has no right, title and interest to transfer the Developer right to any third party which the Developer has accrued by virtue of any right title or interest by this Agreement or either taking/admitting any person organization, company as partner and/or director of this Development firm. The Developer cannot induct any party or have any authority to enter into an Agreement with any other for handover of the construction right etc. This Development Agreement is strictly applicable to the Developer only mentioned in this Agreement.

3.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining sanction permission from appropriate authorities shall be prepared and submitted by the Developer on behalf of and in the name of Land Owners at Developer's cost and expenses and the

Developer shall pay and bear all charges, and expenses required to be paid or deposited for development of the said premises including amalgamation of premises if required. However the Developer shall exclusively be entitled to all refunds if any of all payments and/or deposits made in such sanctioned building plans by the Developer.

3.3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof upon the developer other than an exclusive right to develop the property by the developer and to deal with the developer's allocation in the building to be constructed in the manner hereinafter stated.

3.4. The Developer shall not be entitled or permitted or allowed to sell, transfer their development right, if any accrued/acquired after execution of this Agreement to any party, Further if the Developer commit any breach of this Agreement and fail to complete the project due to unseen and unavoidable circumstances or causes beyond the control of the Developer and in that case the Developer shall surrender the development right to Owners of the land and/or the Land Owners will have exclusive right to cancel the agreement and the said half done work/incomplete building if there be the same to be completed by engaging another promoter or the Developer and in that case only the Land Owners shall appoint another Developer for completion of the construction work, but in all cases the investment of the present Developer in the project be paid to the Developer and the valuation of the work done by the present Developer shall be determined by a Registered valuer of the Hon'ble High Court and the said valuation shall be binding upon the parties.

ARTICLE -IV - POSSESSION AND DEALING

4.1. The Land Owners shall within 30 days from the date of agreement hand

over the possession of the land, to enable the Developer for construction on the said premises for commencement of construction of the Building. But the Developer shall complete the construction of the building strictly within 24(Twenty Four) months from the date of sanction of the building plan subject to extension for another 6 months due to circumstances beyond control of the developer or force majeure, provided that the Land Owner/First Party shall hand over the possession of the said land property positively within 30 days from the date of this agreement.

ARTICLE -V - CONSIDERATION

5.1. In consideration of the Land Owner's allocation as stated hereinabove and more fully described hereunder and the Land Owners having agreed to permit the Developer to construct, erect and complete the building on the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation in respect of aforesaid land measuring 06 cottah 04 chittack 10Sq.ft more or less i.e. on all the floors of the building according to suitability in complete condition as per specification in Schedule C in habitable condition to be constructed at the said premises as mentioned hereunder, the Land owner shall be allotted 50% of the newly constructed building premises with car parking space and non-refundable consideration Rs 45,00,000/- (forty five lacs only) together with undivided share of land with common areas and facilities. That the land owners and developers mutually agreed that if area of land of the scheduled property is increased or decreased by considerable quantum (01 cottah or more) after physical measurement and verification, in that case non-refundable consideration money will also be increased or decreased at the proportionate basis. The developers shall give to the land owners one shifting to a rented house upto handing over the possession in the newly constructed said building (monthly rent for the shifting in respect of the rental premises will be paid by the developers).

The non-refundable consideration shall be payable by the Developer to the Land owner as follows:

(i) Rs.15,00,000/-(Fifteen Lakh) at the time of Registration of Agreement with power of Attorney.

(ii) Rs.15,00,000/-(Fifteen Lakh) at the time of starting of construction work.

(iii) Rs.15,00,000/-(Fifteen Lakh) at the time of Possession.

5.2. All costs expenses for preparation and sanction of building plan, construction, erection and completion of the said building in accordance with the law of the said Corporation shall be paid/borne and discharged by the Developer. On completion of construction of the building the Developer shall hand over the owner's allocation to the Land Owners and produce the completion certificate issued by K.M.C within three months from the date of handing over of possession of Land owners' allocation.

ARTICLE –VI – SPACE ALLOCATION

6.1. The right of the Land Owner shall restricted to the space allotted to the Land Owner as mentioned in owner's allocation share in respect of 06 cottah, 04 chittack 10 Sq.ft more or less of land in completed condition as per specification in Schedule C including the stairs as per sanctioned plan in complete habitable condition as per specification annexure herein in accordance with the plan sanctioned by the K.M.C. and the remaining constructed area in the building shall belong to and form part of Developer's allocation and the Land Owner shall not claim over in respect thereof, and the Developer shall issue a letter of allotment enclosing thereto the plan showing in red ink the allotted area in favour of the Land Owners (land owners allocation) after sanction of plan from KMC but prior to commencement of the construction.

6.2. The Developer shall on completion of the building or after the completion of owners' portion in habitable conditions per specification agreed by the parties

put the Owner in undisputed possession of the Land owners' allocation in within 24(Twenty Four) months from the date of sanction of the building plan subject to extension for another 6 months due to circumstances beyond control of the developer or force majeure, and till the construction of the building the said premises shall remain in the possession of the said developer subject to what is herein provided. If the Developer failed to complete and/or hand over the possession of the constructed area to the Owner within 24 (Twenty Four) months subject to extension for another 6 months due to circumstances beyond control of the developer or force majeure, in that case, the Developer shall liable to pay **Rs.15,000/-(Fifteen Thousand) per month to the Land Owners**, if delay caused due to force Majeure condition then such period shall be taken into consideration. The Developer, before handing over possession of Owner's allocation to the Land Owners, shall issue a letter of possession to the Land owner enclosing thereto a floor plan of the constructed area marked in **Red** ink. In the event of distribution of floor area on 50:50 basis, the difference of Sq.Ft. area will be adjusted/settled by purchase/sale of the floor area at the market rate prevailing at the time of purchase/sale after completion.

6.3. The Developer shall be exclusively entitled to Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the Land Owner and the Land owner shall not in any way interfere with or disturb the quite and peaceful possession of any portion of Developer's allocation.

6.4. The Land Owners shall execute the deed of conveyance in respect of the Developer's allocation including undivided proportionate area of the land attributable thereto in favour of the Developer or its nominee or nominees in such part or as shall be required by the Developer on completion of construction of the building or at such time as may be mutually agreed upon between the parties

hereto. The stamp duty and registration charges etc. required for execution and registration of the conveyance shall be paid by the Developer or its nominee or nominees. The deed of conveyance shall be executed within six months from the date of completion of the said building or buildings, The Developer shall sign in the said deed of conveyance as confirming party taking the responsibility of the construction and quality of materials and finishing works.

6.5. If the Land owners want to acquire any portion of the Developer's allocation, the Developers shall be compensated by the Land owner in terms of money consideration at the then prevailing market rate of the cost of construction plus proportionate value of undivided land, by exercise of right of pre-emption.

6.6. The owners shall be entitled to transfer or otherwise deal with owner's allocation only in the new building to be constructed by the Developer at their will.

6.7. The Developer shall be solely/exclusively responsible for any irregularities regarding the construction of the building and/or any mishap occurred in the site during the construction of the building. The Developer shall be responsible for construction of the building for 24(Twenty Four) months from the date of sanction. The Developer shall also be liable to compensate the damage either financial or life of those who will be engaged for the construction of the building and the Developer hereby indemnify the Land Owners that for any untoward incidents take place during construction, the Developer shall be fully responsible to meet that untoward incidents. The Developer further covenant with the Land owners that due to internal misunderstanding amongst the associates of the Developer, if any problem/litigation arise then the Developer shall be fully responsible and for that purpose the Developer shall compensate the losses if it cause delay in delivering the possession of the allocated area to the owners.

ARTICLE VII DEVELOPER'S OBLIGATIONS

- 7.1. The Developer shall construct from ground level of the existing premises. The addition and alteration may be carried out at the discretion of the Developer if required subject to compliance of building regulations of K.M.C
- 7.2. The Developer shall at its own cost and expenses construct and complete the building at the said premises in accordance with the sanctioned plan with good standard materials required for a building as per schedule written hereunder.
- 7.3. The Land Owners shall have right to inspect the construction either by themselves or through the Engineer of the Land Owners and for which the fees of the Engineer shall be borne by the Land owners. The developer shall use standard quality materials for construction and any reasonable objection of the Land Owners regarding use of material will be viewed as breach of agreement and come under purview of adjudication of the Honourable Court.
- 7.4. The Developer shall install, erect in the building at it own costs and expenses pump, overhead reservoirs and other facilities as are required to be provided for in residential building in the locality having self contained apartments and constructed area for sale of flats therein on ownership basis and as mutually agreed. The Land Owners shall have right to use the same to their satisfaction subject to payment of service charges etc. as specified hereunder along with other Co-Owners of the building.
- 7.5. The land Owners shall if required by the Developer may join as confirming party in any agreement for sale and or transfer or any other nature of conveyance as Vendor in respect of Developer's allocations after the completion of construction of the building or until such time as may be mutually agreed upon by the parties hereto and /or the said Developer shall have right to execute any agreement for sale, in respect of Developer's allocable share in the said premises. If any problem or dispute arises in respect of this Agreement the same may be

referred to the Arbitrator under the provision of the Arbitration and Conciliation Act, 1996.

7.6. The Developer shall complete and make habitable the Land Owners portion as per specification mentioned in annexure herewith as per sanctioned plan and shall install and/or complete the common portions described in "schedule B" within 24 (Twenty Four) months from the date of sanction of building plan or getting over possession of the land unless prevented by unforeseen reasons beyond control of the Developer, subject to extension for another 6 months due to circumstances beyond control of the developer or force majeure.

7.7. The Land Owners shall not cause any interferences or hindrances in the construction of the said building unless the Developer acts in a manner, violating terms of the Agreement.

7.8. The Land Owners shall not enter into any agreement or transfer or assign or encumber or deal with the property to any portion thereof with any third party, and shall duly convey and transfer proportionate undivided lands, pertaining to Developer's portion of allocation, mentioned here in above either to Developer or its nominees or assignees or assignees except the units/ flats/ constructed are reserved and to be owned by the Land owners, earmarked in Land owners' allocation/portion.

7.9. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Land Owners to the Developer or as creating right, title or interest other than license to the Developer to commercially exploit the said land in terms thereof, and the prospective purchaser in respect of any unit/flat pertaining to Developer's allocation as mentioned in this Agreement shall be entitled to borrow/take loan from his/her office and/or any financial institution without any financial liability of the Land Owners affecting their interest and in his allocation/portion as mentioned in this agreement, and it is expressly agreed

and understood that in no event the Land Owners shall be responsible and/or be made liable for payment of any dues of such office/institutions of that purpose. The Developer shall keep the Land Owners and their units/flat indemnified against all actions proceedings suits and costs and charges and expenses in respect thereof.

7.10. There is no existing agreement regarding the development or sale of the property and had there been any arrangements prior to this agreement, they are deemed to be having been cancelled and/or superseded by this agreement and the Developer is satisfied with the title of the Land owners/ First Party as represented by the Land owners.

7.11. Notwithstanding whatsoever restrictions with regard to absolute sale, developer however at their own risk may enter into any agreement for sale and purchase with the prospective buyer of their choice for selling unit/flat of their portion at any price of its discretion, and shall have the right to realize any earnest money and/or take part or full consideration money and to give receipt hereof.

7.12. Consequent upon fulfillment of terms and conditions agreed upon and between the parties hereto is completed with and when called upon, the Land Owner shall execute necessary deed of conveyance in favour of the Developer of its nominee(s) Assignee (s) and/or prospective purchaser(s) of their choice at or for such consideration money, agreed upon by the Developer, provided the costs of registration and incidental charges therefore, shall be borne and/or discharged by the Developer or prospective purchaser/nominees and shall cause all necessary party to join if required.

7.13. Original copies of all deeds and documents relating to the property shall be kept with the developer on accountable receipt and the same will be kept under the custody of the Developer but when the co-owner of the building will form the Association for maintenance of the building then the original deed of land will be

with land owners and /or flat owners Association.

7.14. If either of the party fails or neglects to perform their duty as hereunder provided or otherwise required by law, the party of the other/counterpart shall be at liberty to enforce specific performance of contract under Specific Relief Act by institution of legal proceeding in the competent court of law.

ARTICLE VIII COMMON FACILITIES

8.1. The Developer shall pay and bear all taxes current relating to land at the said premises from the date of agreement till the flat are handed over to Land Owners and the flat Owners of the building.

8.2. The Land Owners and the Developer after the completion of the building shall punctually and regularly pay taxes and proportionate maintenance charge including others expenses for their respective allocation as per rate and taxes of the concerned authorities or otherwise as may be mutually agreed upon between the Land Owners and Developer and both the parties shall keep each other indemnified against all claims.

8.4. The Developer shall render the services for maintenance of the building out of the funds to be collected from the buyers/occupiers of the flat in the said building till formation of a committee and/or society by the members/ occupiers of the said building and shall take responsibility for formation of the committee and/or association. Further be it known to all that the Developer shall incorporate this clause of maintenance charge in the Agreement for sale of flat which will be executed by and between the buyers and the Developer to make conformity with this Agreement.

8.5. The Land Owners shall not unless circumstances compel, do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said building and shall render all possible co-operation and association to the Developer as may be required from time to time for the purpose

of construction of the building at the said premises in terms of this Agreement.

ARTICLE IX LAND OWNERS' OBLIGATION

9.1. To make out a marketable title in respect of the premises free from all encumbrances liens, lispences attachments trust whatsoever or however, which the Developer verified before entering into this Agreement and prima-facie satisfied with the title.

9.2. The Land Owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction Agreement and/or not to cause any objection to the Developer, if after handing over owners' allocation the Developer make any transfer or execute, register any deed of sale, or whatsoever in respect of the Developer's share in the said premises, if the Developer is inconvenienced due to any dispute or problem arises from the side of the Land Owner and in this event the developer shall have every right to take any legal steps against the Land owner, However in case of any dispute, the Developer and Land Owner shall endeavor to solve the same mutually.

9.3. The Land Owners hereby agree and covenants with the Developer not to do any act or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the developer's allocation, portion in the building or at the said premises. Unless the Developers commit any breach of the terms of this Agreement.

9.4. The Land owners hereby agree and covenants with the developer not to let out grant lease mortgage and/or charge the said premises or any portion thereof without the consent in writing of the developer during the subsistence of this agreement and completion of construction of the building in this terms of this Agreement, provided however the Land Owners and the developer will have the right to sell, let out, grant, mortgage and/or charge part or whole of their respective allocable share of the constructed area but ultimate roof of the building will be