

5. That the Owner has delivered the physical possession of the property under development to the developer/builder today only i.e. just prior to execution of this agreement. The Owner shall within a period of seven days from the date of the execution of this Agreement, hand over to the developer/builder all original and relevant documents and title deeds relating to the said property for enabling the Developer Advocate to investigate the Owner title to the said property.
6. The developer/builder shall for and on behalf of the Owner entitled to submit to the Collector Aurangabad and all other concerned authorities plans for getting the said property developed. The developer/builder shall at their own cost get the said plans sanctioned by the concerned authorities. The developer/builder shall also at all times be entitled to alter and modify the building plans as they may desire and as permitted in accordance with the rules. The developer/builder shall at their cost be entitled to appoint Architects, Contractors, Engineers and Supervisors and Labours etc. for development of the said property.
7. The developer/builder has agreed to develop the said premises as aforesaid free from all encumbrances and reasonable doubts of whatsoever nature and with the free, clear and marketable title.
8. That, the Developer/Builder shall carry on the construction of the building strictly in accordance with the building permission to be obtained from the Collector Aurangabad and they shall not cause any deviation from the said construction permission. If any deviation is caused by the Developer/Builder while carrying on the construction, it will be the total responsibility of the Developer/Builder and they will have to pay the penalty if any imposed by the Collector Aurangabad authority and in case if any action is taken by the Collector Aurangabad for such deviation, the Developer/Builder will be totally responsible for the same.
9. That the developer/builder can dispose-off total constructed unit to the prospective purchaser/s at any price on any terms and conditions that may be agreed upon by the developer/builder with the purchaser/s and also execute and registered agreement to sale and the sale deed in favour of the purchaser/s, except constructed units retained by Owner.

