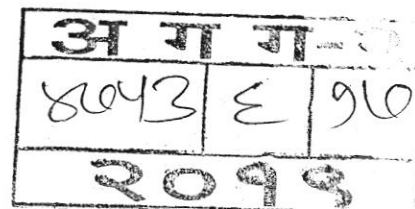


10. It its clearly agreed in between the owners & developer that, the Developer shall have full right to sale the entire construction to any of the prospective purchaser, including the construction after loading the TDR on the said property & shall receive & retain the consideration amount of the said construction except the share of the owners referred above.
11. It is clearly agreed in between the owners & developer that, the Developer will purchase T.D.R. available as per the norms of the planning authority, for the said plot referred under the schedule and utilize the same on the said plot by additionally constructing the upper floors & also the developer will have entire rights to sale, mortgage, transfer the said additional construction & to retain the entire consideration amount of the said additional constructed area (by availing TDR) & the owners will not have any objection for the same & consented for the same.
12. The Owners declares that no notice from the government or any local Body or authority including the Aurangabad Municipal Corporation have been received by or served upon the Owners or any person interested in the said property.
13. The Owners declares
- (a) That the Owners are entitled to enter into this Agreement with the Developer and they have full right and authority to sign and execute the same.
- (b) That the Owners have not agreed, committed or contracted or entered into any agreement for sale, sale deed, gift or lease of the said property or any part thereof to any persons or person other than the Developer and that they have not created any mortgage charges or any other encumbrances on the said property as mentioned herein.
- (c) That the Owners have not done any act, deed, matter or thing whereby or by reason whereof, the development in the said property may be prevented or affected in any manner whatsoever.
- (d) The owners hereby assured & states that the property under development is not subject to any acquisition, requisition, reservation & also not comes under any, tenancy, protected tenant or any tenancy law, any type of Inam or Ceiling & it is in the permissible category of development without any permission from Collector or Govt, except the N. A. permission.



Whereas the Owners assured that the property under agreement is free from all the disputed, litigation, charges & encumbrances and if any party claim any right or creates dispute or file any litigation then the Owners themselves shall clear all the disputes, charge whatever at their own cost and expenses and also liable to pay the damages & compensation to the developer if he suffered from any, and as well as the period of development shall extended automatically till the sort out of all the problems.

14. All out of pocket expenses of and incidental to this agreement and the transactions in pursuance thereof including the Deed/Deeds of Conveyance and other assurance in respect thereof including stamp duty and registration charges shall be arranged to be paid by the Developer so that the Owners will not be required to pay the same.
15. The Developer shall be entitled to enter into separate contracts in his own name with building contractor, architects and other for carrying out the said development at his risk and costs. If any litigation arising between the builder & the contractor or technical experts, skilled or unskilled labors or with any other person in relation to the development of this property, the owners shall not be held responsible in any way.

If any accident or damage is caused to the property or to the person such as labuors, engineers or to the property & person of neighbors during the development and for any physical or monitoring losses to the property to be make good by developer the owners shall not be responsible in any manner for this mis-happening.

16. Whereas the developer can obtain the construction permission sanctioned from the concern authorities at his own cost, & further can revise, modify, change & construction plan (except the Units allotted to the owners) after taking the necessary construction permission & sanctioned layout from the competent authority at his own cost.
17. The Developer/Builder i.e. party on the second part can mortgage his share in the property referred under the schedule more particularly describe & referred under the registered Deed of Declaration to any bank or financial institute for raising the loan, funds or financial assist from any bank or financial institute & the owners have consented for the same. The liability of the payment of the loan amount whatever taken from any bank or financial institute will be entirely of the developer only & owners will not liable for the same.

