

vi) It is made clear that the DEVELOPER/BUILDER/NOMINEES herein so appointed shall not assign any right whatsoever on any conditions or terms contrary to or in variance with the terms agreed herein without the written permission of the LAND OWNER.

vii) The LAND OWNER shall not be responsible in any manner for fulfilment of commitments, obligations or liabilities and any terms and conditions in respect of the Agreements, Documents, Sale whatsoever to be executed by the DEVELOPER/BUILDER on his behalf and as a power of Attorney of the LAND OWNER in respect of the quality of construction, amenities whatsoever and the DEVELOPER/BUILDER shall keep the LAND OWNER indemnified in all respects.

The DEVELOPER/BUILDER hereby undertakes that :

- a) That the DEVELOPER/BUILDER shall construct all the flats in the Scheme simultaneously.
- b) That the DEVELOPER/BUILDER shall not make any discrimination amongst the Flats being sold to the prospective purchaser(s) and/or to be sold by the LAND OWNER or retained by them and shall make all endeavors to ensure that the specifications agreed herein-under are scrupulously adhered and shall use the same quality material for all the flats while completing the construction unless specifically advised.

RIGHTS OF THE LAND OWNER

- c) The LAND OWNER shall hold, the legal possession of the land coupled with all intangible rights in respect thereof till the consideration as stated in this agreement till the consideration is received by the LAND OWNER from the DEVELOPER/BUILDER in the proportion agreed herein, however shall ratify all the acts done by the DEVELOPER/BUILDER for consideration to the extent of the consideration received.
- d) That the LAND OWNER shall have a right to inspect the Sanctioned plans, proposed construction and its effect on surrounding land area and occupants and any other matters as deemed fit and considered necessary.
- i) It is made clear that the cost of the construction so incurred by the DEVELOPER/BUILDER for the whole project is part of the consideration of having agreed to permit the DEVELOPER/BUILDER to retain, construct and sale 60% undivided share in the land to the prospective purchasers and as such the Consent of the DEVELOPER/BUILDER shall not be required by the LAND OWNER while disposing off his Apartments to the prospective purchaser(s)

