

- iii) There are no encumbrances upon the said Land or the Project. ( In case there are any encumbrances including any rights, title, interest and name of party in or over such land);
- iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or (Apartment Plot);
- v) All approvals, licenses and permits issued by Competent Authorities with respect to the project, said Land and (Apartment/Plot) are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said land, Building and (Apartment/Plot) and common areas;
- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the project and the said (Apartment/Plot) which will, in any manner, affect the rights of Allottee under this Agreement.
- viii) The Promoter confirm that the Promoter is not restricted any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful physical possession of the (Apartment/Plot) to the Allottee and the common areas to the association of Allottees or the Competent Authority, as the case may be;
- x) The Schedule property is not subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates charges and taxes and other monies, levies,

SHELTERCON  
*Aniruddha Daulkherji*