

consent, failing which, as may be decided upon arbitration by the Arbitration Tribunal.

**9 COMMON PURPOSES:**

- 9.1 As a matter of necessity the Owner and the Developer and all persons deriving right title or interest from them or any of them, in using and enjoying the Transferable Areas would be bound and obliged to pay the amounts and outgoings and comply with the obligations restrictions conditions and covenants as may be framed by the Developer and adopted for or relating to the Common Purposes. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer and/or commitments relating to transfer of the Transferable Areas or any part thereof, the Owner and the Developer shall respectively necessarily incorporate and ensure the payment of such amounts and outgoings and fulfilment and compliance of all such payments restrictions obligations conditions and covenants by the Transferees.
- 9.2 The Developer shall upon completion of the proposed development form one or more Associations (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time as the Associations are formed or till such earlier time as the Developer may deem fit and proper, the Developer or its nominee shall be in charge for the Common Purposes for such period as the Developer may deem fit and proper.

**10 TITLE DEEDS**

- 10.1 The Owner shall simultaneously with the execution hereof deliver to the Developer all the original documents of title in respect of the Subject Property as mentioned in the **FIFTH SCHEDULE** hereunder written.
- 10.2 The Developer shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, B.L.&L.R.O., D.L.&L.R.O., Collector, local authorities, statutory bodies, courts,

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