



storage etc. shall be constructed by the Developers after taking permissions of the concerned authorities if necessary.

41. Save and except as provided in this agreement, the Developers shall at their costs, charges and expenses obtain necessary lease and/or permissions from, MHADA/ M.C.G.M. as may be necessary. The Developers shall also bear the development charges, deposits (refundable or non-refundable) and all other charges that may be required to be paid to and/or the Municipal Corporation or any other authorities as may be necessary.

42. The Society shall pay all the outgoings in respect of the said property till the period, the vacant and peaceful possession of the said property is handed over to the Developers and thereafter the same shall be borne/ and paid by the Developers till the occupation certificate is procured. The Society shall continue to pay the lease rent to MHADA.

43. The Developers shall be entitled to develop the said property at their costs, charges and expenses through the Contractors or any other Agency as they may deem fit and proper. However, the same shall be subject to the terms and conditions of this agreement.

44. The Society's right under these presents shall be to receive their 9 flats and 9 parking from the Developer. Except this the Developers shall be entitled to for and on behalf of the Society to hand over, surrender, transfer any part or portion of the said property to the authorities concerned including the Brihan Mumbai Municipal Corporation or the Competent Authority or State Government or any other authorities, if required, and to complete all the formalities and avail of and appropriate the compensation and/or the F.S.I., T.D.R. or any other benefits under the Development Control Rules 1991 or under MHADA Policy or any other law, rule or notification for the time being in force and utilize the same at such place or places, as the Developers may deem fit. All the costs charges and expenses for completing such requirements shall be that of the Developers and in case of the constructed area being provided to MHADA, the transferee acquiring the unit from MHADA shall also be admitted as a member of the Society.

45. For the purposes hereinafter mentioned, the Society hereby authorise the Developers to do in the name of the Society all or any of the following acts, deeds, things and applications and in particular:

- (a) To have prepared the layout for the development on the said property and to have the same sanctioned by the local Municipal Authorities.
- (b) To modify and alter the sanctioned Building Plans of the proposed Buildings to be constructed on the said property prepared in accordance with the rules and regulations of the MHADA, the Municipal Authorities and Town Planning Authorities and to submit the said Plans to the Municipal Authorities and other concerned Authorities with the applications for their approval and sanction and to do and sign all writings and undertakings as may be necessary in connection with the approval and sanction of such plans



as.

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(Signature)



PROVIDED such alterations etc. do not affect the Society's area as is hereby envisaged.

- (c) To appoint Architects, Surveyors, Engineers, Contractors and other person or persons.
- (d) To make applications to concerned Authorities for obtaining water and electricity connections and permit or permits of quotas for cement, steel and other controlled Buildings materials.

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(e) To receive possession of the Flats from the existing 9 members in their occupation as well as the possession of the premises in the occupation of unauthorized occupants.

- (f) To accept the service of any writ, summons or other legal process or notice and to appear and represent the Society in any Court and before Magistrate, Judicial Tribunal and other Tribunals in connection with the said property and to commence or file suits actions or other proceedings in any Court or before any public Officer to Tribunal for the recovery and encroachment of the possession and/or change or user of the said property or part or parts thereof and for any of the purposes aforesaid to sign, execute and deliver or file all necessary Vakalatnamas, warrants or claims, plaints, orders, applications, defenses, statement of accounts, declarations, affidavits and other documents, papers and writings.



46. It is clarified that in the course of development of the said Property, the Developers in their own rights shall be entitled to demolish the existing structures on the said property and to construct flats thereon and to enter into agreements for sale or otherwise allot flats in the said Buildings to the purchasers thereof and after demolition of the existing Buildings to admit such Purchasers as member of the Society as per the Bye Laws of the society. Further, the Developers in their own right but at their own risks as to the consequences thereof shall also be entitled to mortgage the flats available to the Developers for disposal in favour of Financial Institutions/Banks providing loans to the Purchasers.

47. The Developers shall be entitled to refund of the benefit of the fees, charges or deposits which may be paid by the Developers to the Municipal Authority and other authorities in the name of the Society. The Society shall not be entitled and shall not claim the same and if required by the Developers shall sign such applications papers and writings as may be required by the Developers.

48. The Society shall observe and perform all the terms and conditions of the hereinbefore recited Agreement to Lease and of the lease as and when executed and shall not commit any breaches thereof. The Developers shall also observe and perform the terms and conditions thereof so far the same relates to the redevelopment of the said property.

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