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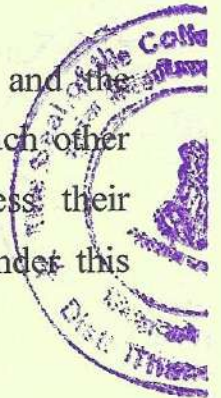
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SOCIETY shall have charge/lien over the Developers entitlement in the new building and inform the Authority constituted under RERA and register the claim of the SOCIETY against the Developer. Simultaneously the SOCIETY will also inform the Bank and/or financial institutions, who finances the Developer for the project, of the SOCIETY's charge over the Developers entitlement.

64) Invoking of Bank Guarantee shall not preclude the Society and the Developer to approach Real Estate Regulatory Authority and such other forum, Court, Judicial and Non-Judicial authorities to redress their grievances and to secure their right, claim, title and interest under this agreement and in and upon the said property or any part thereof.

[illegible]

65) Simultaneously with the execution of Development Agreement hereof, the Society shall execute a Power of Attorney in favour of the Developer in which it shall empower them to do various acts, deeds matters and things including purchase and utilization of TDR and/ OR additional FSI on behalf of society and to obtain all necessary permissions, NOCs, and sanctions from TMC, UDD, Urban Land Ceiling Authority, Housing and Special Assistance Department, Mantralaya and other concerned local authorities for development / redevelopment of the said Property, as also to submit and get approval of building plan and to obtain necessary approval for commencement of construction of the New Building, obtaining occupation certificate. All costs including Architect's fees for obtaining such permissions, NOCs, sanctions, orders, approval of building plans, occupation certificate etc. shall be borne and paid by the Developer alone.

66) The Society doth hereby agree and undertake to indemnify, keep indemnified and save harmless the Developer and its estate for all times against any loss or damage suffered or caused to be suffered by the Developer on account of suits, proceedings, claims, complaints, actions of any nature touching the redevelopment of society's property under this agreement from any member or person or persons claiming through, under and in trust for the Society in connection with and or arising out of the development work undertaken by the Developer upon the property of the Society.



Handwritten text in Marathi: 'पञ्चसाली' (Panchsali) and 'ये १००' (Ye 100).



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69) In case of any existing member/s wishes to sell his/her/their flat/shop during the period of Development and before obtaining possession of New flat, to any third party, he/she/they are free to do so after obtaining NOC from Society as well as the Developer. The Developer shall not withhold such NOC once the Society grants such NOC.

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70) The Developer shall have irrevocable and unconditional right and be entitled to retain, allot, cancel allotment, re-allot, sell, lease, grant on leave and license or otherwise deal with all the balance flats, shops, premises, tenements, with pocket/part terrace/s and remaining car parking spaces of all the kind (being the 'Developers Entitlement' as defined in clause 47 of this Development Agreement) save and except the Flats, shops, car parking slots, terrace allotted to the Members and Society's Car Parking Spaces in the New Building on such terms and conditions as the Developer deems fit and proper and for that purpose to enter into this Agreement, allotment letters or such other writings, deeds, documents etc. in their own name and put such purchasers in possession of the Developer's Premises. It is also agreed that the Developer shall be entitled to receive and retain with them all the consideration from the person/s to whom the premises comprised in the Developer's Entitlement are sold or allotted as the case may be in the New Building and to appropriate the same in such manner as the Developer may deem fit and proper. All the consideration which shall be received by



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73) The Developer shall on booking of new flat from the prospective purchasers of flats, shops and premises from Developer's entitlement, submit to the Society the list of all such purchasers together with the respective premises, allocated parking spaces to each of them in the New Building.

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