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74) The Society and Members undertake and agree that they shall admit purchasers of flats, shops and premises from Developer's entitlement out of the buildings constructed upon the property of the SOCIETY as members of the Society. New members/proposed members shall make applications for membership to the Society in the prescribed forms. The Prospective buyers shall be liable to pay only Rs. 500/- for purchase of shares and Rs.100/- as entrance fee and shall not be liable to pay any other amount. Such prospective buyers shall be bound by rules and by laws, regulations and resolution/s of the Society from time to time.

75) In the event of retention of any premises by the Developer, the Developer and/or his nominees will be accepted by the Society as members and the Developer and/or his nominees shall be liable to only Rs. 500/1000- for purchase of shares and Rs.100/- as entrance fee to the Society and monthly maintenance charges for the flats retained by him and/or his nominees in such case the Developer and / or their nominees shall have to abide by the rules and regulations and by-laws of the Co-operative Housing Society.

76) The Society and Members assure that they shall under no circumstances whatsoever correspond with any prospective member/s and all documents including Letters of Allotment, correspondence, share certificate and any other papers will be handed over to the Developer alone. In case, for any reason, the Developer terminates the Sale Agreement with any prospective flat purchaser/s, the Developer shall forthwith inform the Society about the same.



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80) After execution and registration of this agreement, the Developer at their own costs, charges, expenses and risk with prior information to society and with due permission from the concerned authorities shall be entitled to put up and/or erect its sign boards upon the said Property. The Developer at their own costs, charges, expenses and risk shall also be entitled to put up and/or erect its sign boards upon the said Property for respective buildings on respective plots and also issue advertisements in newspapers and other modes of media promoting sale of Developer's flats, shops, premises etc. on ownership basis in the new Buildings that may be constructed by the Developer on the said Property and which they are entitled to sell under this Agreement.

81) For removal of doubts it is hereby agreed, confirmed and declared that notwithstanding anything contained to the contrary in these presents and/or any other writings and/or understandings, on offering possession of New Flats to Members under these presents, the Society shall issue Share Certificate in favour of the Purchasers of flats, shops and premises from Developer's entitlement, provided they are eligible to become members under Section 22 of Maharashtra Co-operative Societies Act, 1960. Save and except for the ineligibility under Section 22 of Maharashtra Co-operative Societies Act, 1960, the Society should have no right of refusal for admitting such purchasers of premise sold by the Developer.



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82) If during the course of construction, any garden, trees, utility lines and/or connections including telephones, electricity, water lines, underground tanks, overhead tanks, meter cabin, electric substation, sewerage or drainage pipes, water meter, electric meter room, etc., need to be constructed or shifted or re-located or removed, then, as per the advice of Architects of the Developer, the Society and Members hereby irrevocably permit the Developer to do so, at the costs and expenses of the Developer. The Developer shall be responsible for all government/municipal clearances required for the above and shall indemnify and keep indemnified the Society against all actions, litigation and costs thereof.

83) The Developer shall be entitled to carry out construction of New Building on their own either departmentally or by appointing other agencies, provided that the Developer shall not transfer or assign the development rights provided herein to any third party without written consent of the Society compliance of the statutory provisions of RERA and other applicable regulations.

84) All stamp duty and registration charges for this Agreement and any document which may be executed by either of the party in pursuance of this agreement shall be borne and paid by the Developer only.

B.B Rajeshwar	T.B Shankar	Lubashwar	Abhe	Harsh	
Corporation	Chakrabarti	Namdev	Chakrabarti	S.S. Palwade	Shankar
N.R. Joshi	Guravara	Joshi	Munro	Agarwal	Shankar
Shankar	Vakade	Tahadga	Chakrabarti	Agarwal	S.H. Gupta
Shankar	Shankar	S.S.J.	M. D. Mote	Ratna	Shankar
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Seal of the Joint Sub-Registrar, Mumbai, featuring the Ashoka Lion Capital and the text "SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI" and "सं. १०००".

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- a) Whatever refundable Deposit already paid by the Developers as required under the provisions of statutes as may be applicable on behalf of the Society, and or the Members, the Developer only shall be entitled to the same. In the event Society receives the same, the Society will forthwith return the same to the Developer.
- b) It is agreed by and between the Parties hereto that neither party will be unilaterally entitled to and will not cancel, terminate and/or rescind this Development Agreement for re-development or any other document regarding Development as shall be executed pursuant to this Development Agreement under any circumstances, except for, as specified under this agreement or on account of breach of terms and conditions, non-compliance with law/regulations/rules, misinformation, deviation of the project from the permitted plans of the authorities by the Developer, delays in project completion as per clause 61 & 62 of this Agreement, whereby the Society reserves the right to invoke the Bank Guarantee, forfeit the Security deposit [as per clause 37(g)] and terminate this Agreement & revoke the Power of Attorney executed in favour of the Developer, if the Developer has failed to

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