

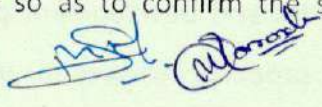
charge anything from the DEVELOPERS/ PROMOTER or its nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of such part of the said property compound walls, display or advertisements or hoardings etc. for the purposes mentioned hereinabove.

- d) Until such time as the possession of the said Residential Flat/ Commercial Unit and the said structures/building thereon is delivered to the society as aforesaid, the Purchaser/Allottee/s shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the DEVELOPERS/ PROMOTER and generally to do all and every reasonable acts that the DEVELOPERS/PROMOTER may call upon the Purchaser/ Allottee/s to do or carry out.
- e) The Purchaser/Allottee (s) agree/s and accept/s that if the carpet area of the premises is found to be less up to 2% for whatsoever reason, the Purchaser/Allottee (s) shall not claim/ complain for the said reduction in area in any manner whatsoever against the DEVELOPERS/ PROMOTER. The Purchaser/Allottee (s) will accept such reduced area and shall not complain or demand any compensation or any damages for such reduced area before any court of law.
- f) It is agreed that till all the Residential Flat/ Commercial Unit hereby agreed to be acquired and other Residential Flat/ Commercial Unit premises are sold and allotted to the prospective purchaser(s), the DEVELOPERS/ PROMOTER shall be entitled to retain with them unsold Residential Flat/ Commercial Unit hereby agreed to be acquired and other premises and no maintenance charges and taxes would become payable by the DEVELOPERS/ PROMOTER in respect of said unsold Residential Flat/ Commercial Unit and/or other premises and neither the Purchaser/Allottee/s nor the Co-operative Housing Society to be formed of the Purchaser/Allottee/s shall claim, demand or charge from the DEVELOPERS/ PROMOTER any amount towards such maintenance, taxes and outgoings in respect of the unsold Residential Flat/ Commercial Unit and/or other premises in



respect of the period from the date of Occupation Certificate till the same are sold to the respective purchaser(s).

- g) The development/re-development of the said slum property is under a Slum Rehabilitation authority as sanctioned or to be sanctioned hereafter with such modifications, amendments etc. as may be permitted by the concerned development authority including Municipal Corporation of Greater Mumbai/ SRA.
- h) The construction of the said building on the said property is part of the development/re-development in the Redevelopment project. The DEVELOPERS/ PROMOTER are entitled to carry out and complete further and other development by constructing lesser or additional floors on the said building as may be approved by the MCGM/SRA.
- i) If due to any change in the F.S.I. Rules and more F.S.I. becomes available (including on account of staircase, walls, lifts, balcony, passage, etc.) then in such event the DEVELOPERS/ PROMOTER alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property by constructing additional floors in the said buildings and any of them.
- j) If due to any changes in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any benefit of T.D.R. (Transferable Development Right) or under any other scheme is available in respect of the said property, as recipient plot then in such event, the DEVELOPERS/ PROMOTER alone shall be entitled to avail such T.D.R. benefit for which they are entitled to acquire and purchase such F.S.I. by way of T.D.R. in all forms from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing additional floors on the said building.
- k) The DEVELOPERS/ PROMOTER shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, application, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire.

- l) The PURCHASER/ALLOTTEE/S hereby agrees and undertakes that he/she/they shall not obstruct or dispute to the right, title and interest of the DEVELOPERS/ PROMOTER in respect of the said additional F.S.I. in any form and/or TDR benefit available to the DEVELOPERS/ PROMOTER as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmations, applications, consent etc. if so required by the DEVELOPERS/ PROMOTER.
- m) The PURCHASER/ALLOTTEE/S hereby irrevocably agreed and undertakes that he/she shall not claim or demand any consideration/amount or compensation or benefit from the DEVELOPERS/ PROMOTER in respect of the said Benefit of additional F.S.I. in any form available to the DEVELOPERS/ PROMOTER to use, utilize, consume and exploit the same by constructing additional floors on the said building.
- n) The Purchaser/s of Flat / Unit/unit/premises etc. from the DEVELOPERS/ PROMOTER in respect of the additional floors which the DEVELOPERS/ PROMOTER are entitled to construct by use of such extra or additional F.S.I. in any form including fungible FSI benefit shall be accepted and admitted as member and shareholder of the Society and/or company or other organization as may be formed and registered by the Purchaser/s of the premises in the said building and such the PURCHASER/ALLOTTEE/S shall have all the privileges and entitled to avail of the common amenities as may be available to the PURCHASER/ALLOTTEE/S herein the said building and/or the said property.
- o) It is expressly agreed and understood that though the right, title and interest of the Developers to avail the benefit of additional F.S.I. in any form to use, utilize and consume the same on the said property shall be absolute and permanent even after vesting documents is/are executed in favour of the Society, /Association of the Purchaser/s of the premises in the said building and the Assignment shall contain such clauses so as to confirm the said right of the DEVELOPERS/ PROMOTER.
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- p) The DEVELOPERS/ PROMOTER are entitled to carry out the development work including construction of additional floors on the said building under construction by use of balance FSI in any form as may be permissible by the Development Authority.
- q) No separate consent and confirmation in writing or otherwise is required to be obtained at any time till the entire layout scheme is completed by construction of all buildings from the purchasers herein and the provisions of section 7 (a) of MOFA and the concerned Rules are not applicable to the said development/redevelopment.
- r) That the DEVELOPERS/ PROMOTER have full right, absolute authority and entitled to make such changes, amendments, modifications, shifting of location of facilities as may be provided on completion of the entire development of the said property.
- s) That the DEVELOPERS/ PROMOTER alone shall be entitled at all times to all balance FSI in respect of the said property whether available in future including the balance FSI, the additional FSI available the concerned under Rules and Regulations of the concerned Authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting FSI available in lieu of the road widening, set back, reservation or by way of Additional Buildable area and/or Transfer of Development Rights (TDR) in all forms or otherwise howsoever.
- t) That under no circumstances the Purchasers/s and/or Society or other common organization will neither be entitled to claim any FSI in respect of the said property and/or the potential benefit of TDR/additional Buildable area in all forms nor shall they have any right to consume the same in any manner whatsoever.
- u) That the DEVELOPERS/ PROMOTER have already commenced construction and shall be entitled to develop the said property fully by constructing and/or making additions in the said building and/or by constructing additional floors/structures so as to avail of the Full FSI and Development potentially permissible in future for the said property inclusive for staircase, lift, passage, by way of purchase of other of further floating FSI, TDR, free FSI which may be available on

