the said property or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and on the Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquires of the said premises in such building or buildings and/or their common organization having any claim thereto or to any part thereof. The FSI including Additional Buildable area by whatever name called of any nature whatsoever and in all forms available in future and further and/or additional construction shall always be the right and the property of the Developers who shall be at liberty to use, deal with dispose of, sell, transfer etc., the same in the manner the said Developers may choose. The PURCHASER/ALLOTTEE/S agreed not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The DEVELOPERS/ PROMOTER shall be entitled to consume such further or other FSI by raising floor or floors on the said building and/or putting additional structures and/or by way of extension of any structure. The document vesting the title of the said property, building etc. and transfer of rights and benefits of the Developers as hereinafter mentioned shall be subject inter-alia to the aforesaid reservation.

v) That the DEVELOPERS/ PROMOTER alone shall be entitled to sell any part or portion of the said building including open terrace/s or part of the said portion, parking space, covered or otherwise, the open space including for use as a bank, Flat / Unit, shops, nursing home, restaurant, hotel, display of advertisements, provisions for well water etc. as may be permissible or ultimately may be permitted by the authorities concerned and as the DEVELOPERS/ PROMOTER may deem fit and proper.

w) To admit without any objection the persons who are allotted premises/open space etc. by the DEVELOPERS/ PROMOTER as members of the proposed Society and/or as members of the society or any other organization in the event the Society/Organizations is

registered before the DEVELOPERS/ PROMOTER sell all premises of extended/annexed buildings.

x) Not to raise any objection or interfere with the DEVELOPERS/ PROMOTER rights reserved hereunder.

y) To execute, if any further or other writing, documents, consents etc. as required by the DEVELOPERS/ PROMOTER for carrying out the terms hereof and intentions of the parties hereto.

z) To do all acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers/promoter in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.

aa) The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said premises is handed over to the Purchaser/s and/or possession of the said building is handed over to the Society/Organization/Association and vesting document is executed. The aforesaid covenants or such of them as the DEVELOPERS/ PROMOTER may deem fit will be incorporated in the vesting document and they shall run with the property.

20. It is expressly agreed that the possession of the said Residential Flat/ Commercial Unit will be given by the DEVELOPERS/ PROMOTER to the Purchaser/Allottee/s by _____, provided the DEVELOPERS/ PROMOTER have received full purchase price of the said Residential Flat/ Commercial Unit and other amounts payable by the Purchaser/Allottee/s to the DEVELOPERS/ PROMOTER under these presents and the purchase price of the other premises in the said complex payable by the Purchaser(s) of other premises under the respective agreements between them and the DEVELOPERS/ PROMOTER and provided further that the DEVELOPERS/ PROMOTER shall not be responsible for any delay on account of non-availability of steel, cement and other building material, water or electric supply and any act of God, civil commotion, riot, war or on account of any notice, order, rule, notification of the Government and/or any other public body and/or competent authority and if there is any delay in issue of

Occupation Certificate and/or Completion Certificate by the Municipal Council and/or SRA/ planning authority and/or for any circumstances or reasons beyond the control of the Developers. Upon the Purchaser/Allottee/s taking possession he/she/they shall have no claim against the DEVELOPERS/ PROMOTER as regards the quality of the building materials used for construction of the said Residential Flat/ Commercial Unit or the nature of the construction of the said Residential Flat/ Commercial Unit or otherwise howsoever, provided however that if within a period of one year from the date of granting possession if the Purchaser/Allottee/s brings to the notice of the DEVELOPERS/ PROMOTER any defect in the said Residential Flat/ Commercial Unit or the materials used therein or any unauthorized change in construction of the said Residential Flat/ Commercial Unit by the DEVELOPERS/ PROMOTER . Wherever possible such defects or unauthorized changes shall be rectified by the DEVELOPERS/ PROMOTER at their own costs and in case it is not possible to rectify such defect or unauthorized changes, then the Purchaser/Allottee/s shall be entitled to receive from the DEVELOPERS/ PROMOTER reasonable compensation for such defects or change.

21. The Purchaser/Allottee/s hereby agree(s) that in the event of any amount by way of premium or security deposit is payable to the Municipal Council /SRA or to the State Government, betterment charges or development tax or security deposit becomes payable to the Municipal Council, Maharashtra State Electricity Board and or concerned authority for the purpose of giving water connection, drainage connection and electric connection or any other tax or payment of a similar nature becoming payable by the DEVELOPERS/ PROMOTER , the same shall be paid by the Purchaser/Allottee/s to the DEVELOPERS/ PROMOTER in proportion to the area of the said Residential Flat/ Commercial Unit within seven days of demand (time being the essence of the contract) and in determining such amount, the decision of the DEVELOPERS/ PROMOTER shall be conclusive and binding upon the Purchaser/Allottee/s. It is agreed that the betterment charges, referred to hereinabove shall mean and include any escalation

and/or increase in betterment charges or charges of any similar nature levied by the concerned Municipal Council/SRA.

22. The Purchaser/Allottee/s along with other Purchaser/allottee(s) of Residential Flat/ Commercial Unit purchaser/s in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the DEVELOPERS/ PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the DEVELOPERS/ PROMOTER within seven days of the same being forwarded by the DEVELOPERS/PROMOTER to the Purchaser/Allottee/s, so as to enable the DEVELOPERS/ PROMOTER to register the common organization of Purchaser/ Allottee. No objection shall be taken by the Purchaser/Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

i) The DEVELOPERS/ PROMOTER shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/ Lessor/ Original Owner/DEVELOPERS/ PROMOTER and/or the owners in the said structure of the Building or wing in which the said Residential Flat/ Commercial Unit is situated.

ii) The DEVELOPERS/ PROMOTER shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/ DEVELOPERS/ PROMOTER and/or the owners in the project land on which the building with multiple wings or buildings are constructed.