

names of the Allottee/s or acquirer/s of such unsold Flat, etc. and the said Society shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, as the case may be, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the said Society/, save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Flat directly to the Authority. It is clarified that the Promoter shall not be liable to pay any other amounts in respect of the unsold Flat adequate provisions for the above shall be made in the said documents of transfer.

4.2. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) The Promoters hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the said new building on the said Property;
- (b) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the newly constructed building is transferred. The Promoter

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Treasurer

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Secretary

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Chairman

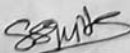


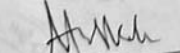
shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter chooses and the Allottee/s hereby agrees to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the Flat agreed to be acquired by them and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever.

- (c) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said Property and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) ,Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs,

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charges and payments, and neither the Allottee/s herein, nor said Society, shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;

- (d) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the Promoter on various aforesaid occasions, upto the date of receipt of full Occupation Certificate of the said new building as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper.
- (e) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after full Occupation Certificate is received till the work of additions and alterations above is completed in full and possession of such Flats etc., are handed over to the respective Allottee/s of such Flat etc. The

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Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

- (f) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed to be left open to the sky (save and except water storage tanks) for further and additional constructions thereon by the Promoter in future at any stage and/or time in terms of this clause. The Allottee/s shall not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks due to height restriction from civil aviation, the Promoter may suggest machine less elevators and hydro pneumatic water system.
- (g) All such new and additional tenements, units, Flat, buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the said Society, shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the society shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;

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Platil
Treasurer

SSW
Secretary

AAK
Chairman

