

# SHANTPRABHA CO-OP. HOUSING SOCIETY LIMITED

(REGISTERED UNDER NO.BOM.HSG-1921 OF 1968)

Pahadi School Road No.2, Aarey Road, Goregaon (East), Mumbai- 400 063.

GST-IN: 27AAYAS8243G1ZR

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 Allottee/s agree/s and undertake/s not to object to such construction on the

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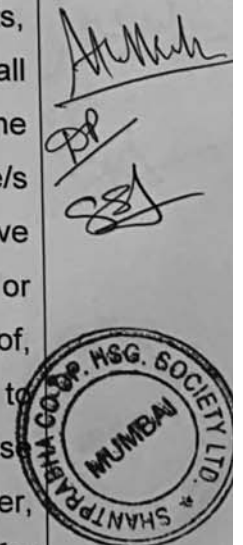
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|  |  | <p>ground of nuisance, annoyance and/or otherwise for any other reasons.</p> <p>(f) The lift machine room and water tank shall be located on the common terrace above the topmost floor of the said building. The said common terrace is agreed 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.</p> <p>(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</p> |
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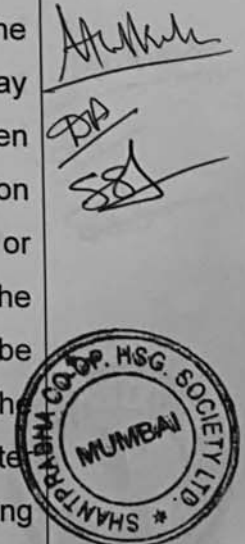
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such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the society shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;

(h) Upto the date of receipt of full Occupation Certificate, the Promoter shall be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even post receipt of full Occupation Certificate. Such addition, structures, or floors, shall be the property of the Promoter, and the Promoter shall be entitled to deal with, dispose of the same in any manner as the Promoter may deem fit without adversely affecting the Flat of the Allottee/s even after



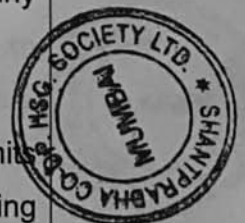
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|  | <p>transfer of the said new building.</p> <p>(i) The Promoter shall subject to the terms of the aforesaid Development Agreement be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.</p> <p>(j) It is further agreed between the parties that in case if any future benefits in the form of any subsidy and/or concession and/or any increase in FSI or otherwise is/are available with respect to the said property during the time of construction and/or after the obtainment of Occupation Certificate then in that event existing members shall only be entitled to such benefits of the said Promoter and it has been explicitly agreed by the Allottee/s shall never claim and/or demand any right/s whatsoever for any such benefits as stated therein.</p> <p>(k) The Allottee/s hereby expressly permits to the Promoter re-aligning, re-designing</p> |
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|  |  | <p>the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. The building, is completed earlier then the scheduled time of completion mentioned herein under, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the Schedule hereunder written or till the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and Allottees of Flat are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to convey the building in favour of the said Society and the Allottee/s agree/s not to raise any demand or dispute or objection in that behalf.</p> <p>(I) The Promoter shall be entitled to amalgamate the said plot of land/ property with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation,</p> |
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|  |  | <p>and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Plot of land/said property by the Promoter;</p> <p>(m) The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoter exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoter/s due to the same or on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoter putting up and affecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or density and environment and/or of water and electricity;</p> <p>(n) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their Flat on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alteration and additions made in the building or buildings or structures or on account of</p> |
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|  | <p>any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.</p> <p>(o) The Promoter shall be entitled to grant any right of way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be constructed by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.</p> <p>(p) The Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and</p> |
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