BRL-4/19076/2022, executed between the Shantprabha CHSL (therein referred to as the Mortgagor) of the One Part and the Mumbai District Central Co-operative Bank Limited (therein referred to as the Mortgagee) of the Other Part, the Mortgagee has secured the loan as stated hereinabove by inter alia creating a mortgage on the said land and on the Free sale component of the proposed building to be constructed.

I. Under the circumstances, the Promoter herein i.e. the said society being the owner is entitled to self-redevelop the said property.

J. The Promoter has proposed to construct on the said property, a new building, consisting of ground + 3 podium + 19 upper habitable floors known as "SHANTPRABHA" with available car parkings.

K. The Promoter hereby states that it has appointed, ARAV CONTRACTS LIMITED as its contractor for the redevelopment of the said property.

L. The Promoter has prior to execution hereof obtained various permissions, sanctions, approvals from various competent authorities with respect to the redevelopment of the said property, which are as follows: -

   i. Intimation of Disapproval **(I.O.D.),** CHE/WSII/3723/P/S/337(NEW)/IOD/1/New dated 05/03/2020, bearing Ref. No. CHE/WSII/3723/P/S/337(NEW)/IOD/1/Amend dated-26/12/2022, issued by Mumbai Municipal Corporation of Greater Mumbai, Plinth Commencement Certificate (CC) dt. 13/04/2023, bearing Ref. No.

CHE/WSII/3723/P/S/337(NEW)/CC/1/New with respect to the said property.

ii. Amended Plan Approval Letter dt. 26/12/2022, Ref. No. _ CHE/WSII/3723/P/S/337(NEW)/IOD/1/Amend alongwith amended sanctioned plans.

iii. Sanctioned Development Plan Remarks dated d 31/12/2018, issued under No. Ch.E./DP34201812111188116 shows that the said Land is not under any reservation.

iv. No Objection Certificate from Mumbai Fire Brigade, Municipal Corporation of Greater Mumbai issued on _22/02/2023 bearing no. CHE/WSII/3723/P/S/337(NEW)-CFO

Copies of all approvals, sanctions and permissions mentioned herein above are annexed hereto and marked as **ANNEXURE - "___" (Colly).**

M. The Promoter has appointed an Architect registered with the Council of Architects, being Manish Karnik and Associates, as Architect, Scapes Insight, as Design Consultant

N. The Promoter has appointed a structural Engineer being Epicons Consultants Private Limited, for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

O. By virtue of the above, the Promoter has sole and exclusive right to sell the units in the new building/s being constructed by the Promoter on the said property and to enter into Agreement/s with Allottee/s and to receive the sale consideration in respect thereof;

P. On demand from the Allottee/s, prior to the execution hereof, the Promoter has given full and free inspection of all the documents relating to the title, the permissions, plans, designs and specifications prepared by the Promoters Architects and sanctions in respect of the said Real Estate Project and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, and rules and regulations made thereunder and the Allottee/s has/have represented to the Promoter that the Allottee/s has/have verified the same with the website which has been put up by the Real Estate Authority under RERA. The Allottee/s expressly confirm that he/she/they has/have agreed to enter into this contract based upon verification and satisfaction aforestated permission, plans and sanctions only and not based upon any information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building as the case may be.

Q. The authenticated copies of Certificate of Title dated 23rd June 2023, issued by LIM Legit is annexed hereto and marked as **ANNEXURE** - "___".

R. The authenticated copies of the plans i.e. location plan, layout plan, block plan, floor plan together with its specifications as approved by the concerned local Authority have been annexed hereto and marked as **ANNEXURE** - "___".

S. The authenticated copies of the Property Cards issued on 22/12/2017 with respect to the said property shows the name of Shantprabha Co-operative Housing Society Limited owning the said property and the Property Cards dt. 22/12/2017 is annexed hereto and marked as **ANNEXURE** - "___".

SHANTPRABHA CHS LTD.

Treasurer Secretary Chairmar

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T. While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said property and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

U. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

V. The Allottee/s has/have applied to the Promoter for allotment of a unit being Flat/Unit No. _____, admeasuring ___sq. ft. or thereabouts (RERA carpet area) equivalent to _____sq. mtrs. on _____ floor situated in the to be constructed building alongwith parking in ground floor/___ podium floor, bearing No _____ (hereinafter the unit no. ____ together with parking no. ___ are jointly referred to as **"THE SAID FLAT/PREMISES"**).

W. The Carpet Area of the said Flat is _____ carpet area in square meters and "Carpet Area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

X. The Parties relying on the confirmations, representations and assurances of each other, faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter

SHANTPRABHA CHS LTD.
Treasurer Secretary Chairman

SHANTPRABHA CO-OP. HSG. SOCIETY LTD. MUMBAI