

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made on this _____ day of _____, in the Christian Year of Two Thousand and Twenty-_____ (20____),

BETWEEN

SHANTPRABHA CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of Maharashtra

Co-operative Societies Act, 1960 and bearing registration no. BOM/HSG/1921/1968 dated 30th November, 1968, having its registered office at C.T.S. No. 286, Survey No. 92, Hissa No. 4 (part), Village Pahadi Goregaon (East), Taluka Goregaon, District Mumbai Suburban, admeasuring about 1794 sq. meters, situated

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Patil
Treasurer

CSG
Secretary

Hill
Chairman



at Pahadi School Road No. 2, Aarey Road, Goregaon (East), Mumbai- 400 063, represented through its duly authorized office bearers namely (1) Atul Chandrakant Kale (Chairman) and (2) Sujit Shashikant Gupte (Secretary) & (3) Dnyanesh Satish Patil (Treasurer), hereinafter referred to as **"THE PROMOTER"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members and its members or the member for the time being of the said Society, the survivor or survivors of them and the heirs, executors, administrators of last such survivors or survivors and its successors and assigns) of THE ONE PART;

AND

_____, an adult/S/Co./Firm/_____ of Mumbai Indian Inhabitant or having address _____ / _____ registered address _____ at _____

through _____, hereinafter referred to as **"THE ALLOTTEE/S"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals or individual, such individual and or individuals his/her/their respective heirs, executors and administrators, in the case of a firm, the partners or partner for the time being thereof, the survivors or survivor of them and the heirs, executors and administrators of the last of such survivors or survivor and in the case of the company, its successors and permitted assigns) of THE OTHER PART.

hereinafter the Promoter and the Allottee/s are collectively referred to as **"THE PARTIES"**.

WHEREAS: -

A. By an Indenture dated 26/04/1969, registered with the Sub-Registrar of Assurances at Bombay under serial no. BOM/R/6056/1969, executed between Ashwin Kumar Shantilal (therein referred to as Ashwinkumar) of the First Part, (1) Ramanlal Dalsukhbhai, (2) Babubhai Chhaganlal, (3) Champaklal Dalsukhbhai, (4) Mulchand Jambubhai and (5) Ashwin Kumar Shantilal all Partners of M/s. Chhaganlal Kasturchand (therein referred to as the Firm) of the Second Part, (1) Ramakant Gajanan Patil & (2) Narasinh Pundalik Prabhu, Promoters of Shantprabha CHSL (therein referred to as the Confirming Parties) of the Third Part and the Shantprabha Co-operative Housing Society Limited, duly registered with the Registrar of Co-operative Housing Societies, bearing Registration Copy of Society Registration Certificate registered under registration no. BOM/HSG/1921/1968 dated 30th November, 1968 in the name of Shantprabha Co-operative Housing Society Limited. (hereinafter referred to as "**THE SAID SOCIETY**") (therein referred to as the Purchaser) of the Fourth Part., the said Ashwinkumar and the firm with the consent and confirmation of the confirming party did thereby sell, grant, convey, transfer, assign and assure unto the Purchaser therein all that piece and parcel of land bearing CTS No. 286, Survey No. 92, Hissa No. 4(pt), admeasuring 2003 sq. yards i.e. 1674 sq. mtrs or thereabouts and 1794 sq. meters or thereabouts as per Property Registered Card, Village: Pahadi Goregaon (East), Taluka:, Goregaon in the Registration District and Sub-District of Mumbai Suburban situate, lying and being at Pahadi School Road No. 2, Aarey Road, Goregaon (E), Mumbai – 400063 (hereinafter referred to as the "**THE SAID LAND**") for the consideration and on terms and conditions as stated therein.

B. Upon acquiring the right, title and/or interest in the said land, the members of the society unanimously consented to



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develop the said land, by constructing two residential buildings both having ground plus three upper floors Consisting of total 24 flats known as "Shantprabha Co-operative Housing Society Limited" (hereinafter referred to as "**THE SAID BUILDING**") in accordance with the plans and approval sanctioned by Bombay (now Mumbai) Municipal Corporation, hereinafter the said land and the said building is collectively referred to as **THE SAID PROPERTY**) and the same is more particularly described in the First Schedule hereunder written, shown surrounded by red colour boundary line on the plan annexed hereto and marked as **ANNEXURE "A"**.

C. The said building was very old and beyond repair, the Society vide a resolution dt. 16/09/2014, passed by majority in its Special General Meeting held on 16/09/2014, resolved to self-redevelop the said property.

D. The promoters had approached Mumbai District Central Co-operative Bank Limited, a society duly registered under the Maharashtra Co-operative Societies Act, 1960 under No. BOM/BNK/40 of 1974 on 6th August 1974, for raising funds for the self-redevelopment, whereby Mumbai District Central Co-operative Bank Limited has issued a sanction letter dt. 20/09/2022; vide reference no. Ja.Kr.Mumbai Bank/Self-redevelopment department/Fa-Shantprabha CHSL/2022-2023/10149 and agreed to grant to the Mortgagor a rupee loan of Rs. 25,00,00,000/- (Rupees Twenty-five Crores only) on Terms & Conditions as mentioned therein for financing of the Self Development Project on the terms and conditions contained hereinafter.

E. By and under a Mortgage Agreement dated 29/12/2022, duly registered with the sub-assurances at Borivali, bearing no. BRL-4/19076/2022, executed between the Shantprabha



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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.

- F. Under the circumstances, the Promoter herein i.e. the said society being the owner is entitled to self-redevelop the said property.
- G. 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 parking spaces.
- H. The Promoter hereby states that it has appointed, ARAV CONTRACTS LIMITED as its contractor for the redevelopment of the said property.
- I. 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.), (i) bearing Ref. No. CHE/WSII/3723/P/S/337(NEW)/IOD/1/New dated 05/03/2020, (ii) bearing Ref. No. CHE/WSII/3723/P/S/337(NEW)/IOD/1/Amend dated 26/12/2022 and (iii) bearing Ref. No. CHE/WSII/3723/P/S/337(NEW)/337/3/Amend dated 08/01/2024 issued by Mumbai Municipal Corporation of Greater Mumbai, Plinth Commencement Certificate (CC) dt. 13/04/2023, bearing Ref. No.

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Dr. Dilip
Treasurer

S. S. W. P.
Secretary

Ar. M. S.
Chairman



CHE/WSII/3723/P/S/337(NEW)/CC/1/New and
CHE/WSII/3723/P/S/337(NEW)/CC/1/Amend further
CC issued on 20/02/2024 with respect to the said
property.

- ii. Amended Plan Approval Letter dt. 08/01/2024. Ref.
No. CHE/WSII/3723/P/S/337(NEW)/337/3/Amend
along with amended sanctioned plans.
- iii. Sanctioned Development Plan Remarks dated
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 IOD dated- 08/01/2024 along with CC
dated 20/02/2024 and other approvals, sanctions and
permissions mentioned herein above are annexed
hereto and marked as ANNEXURE - "B" (Colly).

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

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M. 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 aforesaid 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.

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

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

P. The authenticated copies of the Property Cards issued on 17/02/2017 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. 17/02/2017 is annexed hereto and marked as **ANNEXURE - "E"**.



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- Q. 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.
- R. The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.
- S. 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 (hereinafter the unit no. _____ is referred to as **"THE SAID FLAT/PREMISES"**).
- T. 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.
- U. 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 into this Agreement on the terms and conditions appearing hereinafter.



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 Treasurer Secretary Chairman

V. Prior to the execution of these presents, the Allottee/s have paid to the Promoter, a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

W. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 ("RERA") at **MAHARASHTRA** under No. **P51800052544** authenticated copy showing registration is attached in **ANNEXURE - "F"**.

X. Under section 13 of the said Act, the Promoter is required to execute, a written Agreement for sale of said flat with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the (Flat/s) along with car parking spaces as per MCGM norms.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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MUMBAI
SHANTPRABHA CO-OP. HSG. SOCIETY LTD.
SHANTPRABHA CHS LTD.
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1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.

2. The Promoter as aforesaid have demolished old structure standing on the said property, obtained Commencement Certificate (CC) and has commenced construction of a residential building to be known as "SHANTPRABHA" (hereinafter referred to as "**THE SAID BUILDING**"), consisting of ground plus 3 podium floors plus 19 upper floors with parking on stilt and stack parking 1st to 3rd floors of podium in the said building standing on the said land in accordance with the plans, designs, specifications, etc., approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them.

3. The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree/s to sell to the Allottee/s, Flat No. _____, admeasuring _____ sq.ft. (RERA Carpet Area), equivalent to _____ sq. mtrs, on the _____ floor, along with 1 (one) car parking in the building to be known as "SHANTPRABHA" constructed on the said land and the same is more particularly described in the **SECOND SCHEDULE** hereunder written and delineated in GREEN colour boundary line on the floor plan thereof annexed hereto as **ANNEXURE - "G"** (hereinafter the said flat no. _____ is referred to as "**THE SAID FLAT/PREMISES**")." (for the price of Rs. _____/-
(Rupees _____



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 Treasurer _____
 Secretary _____
 Chairman _____

only) ("**Total Consideration**") including the proportionate price of the common areas and facilities appurtenant to the said Flat, extent and description of the common/limited common areas and facilities which are also particularly described in the Second Schedule hereunder written and are shown on the plan annexed hereto and marked as **ANNEXURE - "H"**

4. The Allottee/s have paid to the Promoter on or before the execution of this agreement, a sum of Rs. _____ /- (Rupees _____ only) not exceeding 10% of the total consideration as and by way of earnest money and hereby agree/s to pay to the Promoter, the balance amount of Rs. _____ /- (Rupees _____ only) in the following manner:-

- (a) An amount of Rs. _____ /- (_____)

not exceeding 30% of the total consideration to be paid to the Promoter on the execution of Agreement.

- (b) a sum of Rs. _____ /- (Rupees _____

Only), not exceeding 45% of the total consideration to be paid on completion of plinth of the building in which the said flat is situated.

- (c) a sum of Rs. _____ /- (Rupees _____

Only), not exceeding 70% of the total consideration to be paid by the Allottee/s to the Promoter on completion of the of all the slabs including podium and stilts of the building in which the said flat is situated;

- (d) Amount of Rs. _____ /-(Rupees _____

Only) not exceeding 75% of the total consideration to be paid



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to the Promoter on completion of wall and internal plaster of the said flat.

(e) Amount of Rs. _____ /-(Rupees
_____ Only)

not exceeding 80% of the total consideration to be paid to the Promoter on completion of the stair case lifts, lobbies up to the floor rise.

(f) Amount of Rs. _____ /-(Rupees
_____ Only) not

exceeding 85% to be paid to the Promoter on completion of the external plumbing, external plaster and terrace with waterproofing of the building.

(g) Amount of Rs. _____ /-(Rupees

_____ Only) not exceeding 90% of the total consideration to be paid to the Promoter on completion of flooring, doors and windows.

(h) Amount of Rs. _____ /-(Rupees
_____ Only) not

exceeding 95% of the total consideration to be paid to the Promoter on completion of lift, water pump and electric fitting.

(i) A sum of Rs. _____ /- (Rupees

_____ only) being the balance amount payable against of the said flat/premises being offered by the Promoter at the time of handing over the possession of the flat. The Purchaser/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is **OF THE ESSENCE OF THE CONTRACT**. The Promoter will forward by courier/email/post to the Purchaser/s, intimation of the Promoter having carried



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out/commenced the aforesaid work, at the address given by the Purchaser /s under this Agreement and the Purchaser /s will be bound to pay the amount of installments within 15 (fifteen) days of Promoter dispatching such intimation.

5. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute, GST are leviable on the total consideration payable hereunder and consequently, the amount of each instalment payable by the Allottee/s to the Promoter, including any of consideration paid as mentioned in clause no. 4 hereinabove, the Allottee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter of any three instalments shall be deemed to be a default in payment of amount due to the Promoter and will result in cancellation of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable law. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest of 18% p.a. thereon before taking possession of the



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said Flat. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said Flat for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified at all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the above said taxes as provided hereinabove.

6. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time.

The Promoter shall confirm the final RERA carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Allottee/s within 90 days with annual interest at the SBI lending (MCLR) rate plus 2% from the date of intimation from Promoter. If there is any increase in the carpet area allotted to Allottee, the Promoter shall



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Treasurer *[Signature]*
Secretary *[Signature]*
Chairman *[Signature]*

demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as would be calculated on the basis of consideration mentioned in Clause 4 of this Agreement.

8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his payments in any manner.
9. It is expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration and other amounts shall be the **Essence of the Contract**. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) including road width FSI, incentive FSI, fungible FSI, that may be made available in present or future or any other FSI that is available, by whatever name called as a result of change in Development Control Rules and Regulations (DCR) and governing prevalent laws, as also by way of Transferable Development Rights (T.D.R.) including Road T.D.R., and other T.D.R. and etc., by whatever name called available and as may become available in future for the use, utilization and consumption on or in the said Property as per Law and/or Development Control Regulations (D.C. Regulations) as



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amended from time to time as the said Developer therein shall deem fit and proper and also to use and utilize the Set Back F.S.I, if any, or ask for the compensation from the M.C.G.M or any other concerned authorities upto the full Occupation Certificate being received and (b) the Allottee/s has accorded his/her/their permission to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the property/land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the sanctioned plans (from time to time) upto the receipt of Full Occupation Certificate. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottees not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.



10.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Premises to the Allottee and the common areas to the Shantprabha Co-operative Housing Society Limited after receiving the Full Occupation Certificate (OC). Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement ("Payment Plan").

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Secretary 
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11. In accordance with the provisions of the Income Tax Act, 1961, the Allottee/s is under obligation to deduct the TDS at the rate as applicable in law of the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each instalment and pay the same to the Government Treasury and within seven days of such payment obtain and furnish the required Challan/Certificate to the Promoter. In the event that the Allottee/s fail/s to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
12. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said Flat to the Allottee, obtain from the concerned local authority, occupation and/or completion certificates in respect of the said Flat.
13. The Promoter hereby declares that the Floor Space Index presently available as on date in respect of the project land is 1794 sq. meters only and Promoter has planned to utilize additional Floor Space Index that may be available in view of increased plot area and FSI and also by availing of TDR or FSI available on payment of premiums or fungible FSI available or any other FSI by whatever name called or incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based



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on expectation of increased FSI which may be available in future on modification to Development Control Regulation (DCR), which are applicable to the said Project. The Promoter has disclosed the present Floor Space Index of 2.70 as proposed to be utilized by them on the property in the said project or as may be appointed by the Appropriate Authority and Allottee/s has / have agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter as stated above shall utilize road width FSI and any other FSI/TDR by whatever name called as is available under DCPR 2034 or any other law for time being in force.

14. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.



Without prejudice to the Promoter rights, under this Agreement and/or in law, including for damages, the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate as per rules or at such rate as Promoter may decide on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.

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16. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the

Allottee/s is likely to result in a delay in handing over the possession of the unit to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Promoters to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoters for delay in handing over possession and for non-payment of any dues payable under this Agreement.

17. Without prejudice to the right of Promoter to charge interest as set out herein, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any three default of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement.

"Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement".



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"Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter".

18. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat as are set out in **ANNEXURE - "I"**, is annexed hereto.

19. Commencing 15 days after notice in writing is given by the Promoter to Allottee/s that the said Flat is ready for use and occupation, the Allottee/s shall become liable to pay all outgoings in respect of the same, irrespective of whether the possession of the Flat is taken or not.

20. In accordance with this Agreement, the Allottee/s as and when called upon by the Promoter, shall be liable to bear and pay a lumpsum amount towards the proportionate share of outgoings in respect of the said property and building/s including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / land/building/s. The Purchaser/s alone shall be responsible and liable for payment of GST on such amount. Until the Full Occupation Certificate is received and management of the new building is transferred and handed over to the said



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Society, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / society/Company, as the case may be, any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required, without any demur and protest. The amounts so paid by the Allottee/s to the Promoter, of such nature shall not carry any interest and remain with the Promoter till the Full Occupation Certificate is received and thereafter the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the Society subject to deductions to be made, if any.

21. The Allottee/s is aware that the Building and the common areas and amenities in the said Building and society office shall be maintained and managed by the Promoter/ Facility Management Company (FMC) until the management is handed over/taken over to the said Society. The Allottee/s along with the other Allottee/s of the Flat shall be entitled to avail of the services provided or arranged by or through the Promoter at a cost or charges that may be fixed by the Promoter. All common costs, charges and expenses that may be claimed by the Promoter and/or FMC shall be to the account of and borne by the Allottee/s of the Flat in the said Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoter and/or FMC which determination shall be binding on the Allottee/s.

22. **COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES:**

- a. The Promoter shall make available the Common Areas and Amenities as set out in the list marked and



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annexed herewith as **ANNEXURE** –“H”.

- b. Restricted Areas and Amenities as set out in the list marked and annexed herewith as **ANNEXURE** – “H”.

Upon making full payment of all amounts due under this Agreement and completion of the said New Building, the Allottee/s shall be entitled to use the facilities of the "Fitness Centre ", which is proposed to be constructed on a portion of the said Property which Fitness Centre shall be under the control of Fitness Management Company (FMC) or any other person nominated by the Promoter. Any memberships shall be permitted only if the individual Allottee/s of the flat make payment of fees as may be decided by the Promoter / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoter / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the Fitness Center ". The Allottee/s hereto is aware that the Promoter is constructing one Fitness Center on 3rd podium floor in the said Property and the Allottee/s shall have access to such Fitness Center. The Allottee/s undertakes to be bound by the rules framed by the Promoter / FMC with regard to the access to the Fitness Center in the said Property and the Allottee/s hereby waives his/her /their right to raise any objection in this regard. The right to use the facilities at the Fitness Center shall be personal to the Allottee/s of the flat/premises in the said Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the said flat in the said Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then Allottee/s/transferee of the said flat, who shall pay necessary entrance fees for a sum of **Rs.** _____/-



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(Rupees _____)

Only) or any additional amounts, that may be decided by the Promoter. It is, however, clarified that the Developer/Promoter shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Allottee/s shall not be entitled to object to the same. The Allottee/s shall be obliged to pay the charges, if any, levied by the operator of the Fitness Center for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the said Flat is made available to the Allottee/s for the fit outs, be obliged to and agrees to pay to the Promoter towards non-refundable Fitness Center membership admission maintenance agency, the monthly subscription / charges / service/user fees the amount, if any, in respect of the "Fitness Center" lifetime membership from the month the services of the Fitness Center are made available to the Allottee/s of the said flat/premises in the said new building. It is clarified that certain facilities shall have usage charges in addition to the said Fitness Centre membership charges and the same shall be payable on or before the date of offer of possession of the said flat/premises as specified by the Promoter, along with applicable taxes, if any. The membership to the Fitness Center shall be renewed on such the terms, conditions and charges as may be imposed by the Operator of the Fitness Center. The Allottee/s is/are aware and agrees that the Fitness Center may be ready for use upto six months after date of Offer of Possession and in the period between Date of Offer of Possession and opening of the Fitness Center, the Allottee shall not be able to use the facilities of the Fitness Center and shall not object to the same.

23. The Promoter does not warrant or guarantee for use, performance or otherwise the services provided by the



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[Signature] Secretary
[Signature] Treasurer

operator of the Fitness Center. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s.

24. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the Flat, shall pay to the Promoter, sums of money in addition to any other amounts mentioned herein which are exclusive of taxes and other charges as follows to this agreement:

a. Rs. _____/- (Rupees _____ Only)

towards legal costs, charges and expenses including professional cost of attorneys in connection with preparation of and engrossing this Agreement.

b. Rs. _____/- (Rupees _____ Only)

for share money of _____ shares of Rs. _____/- (Rupees _____ only)

each and Rs. _____/- (Rupees _____ only)

towards administrative expenses and entrance fee of the Shantprabha Co-operative Housing Society Limited.

c. Rs. _____/- (Rupees _____ only)

as miscellaneous expenses which will include Electric expenses, Piped Gas charges, Water Meter charges, payable to the concerned local authority or government for giving water, electricity or any other service connection to the building in which the flat/premises is situated. If this deposit amount is found short, the



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Chairman *[Signature]*

Allottee/s agrees to pay such further amount as may be required by the Promoter.

- d. Rs. _____/- (Rupees
_____ only)
towards proportionate share of development charges,
taxes, etc.
- e. Rs. _____/- (Rupees
_____ only)
for proportionate share of taxes, society maintenance
for 12 months in respect of the said Flat/Premises and
other charges/levies in respect of Society.
- f. GST if any applicable shall be payable by the Allottee on
the above amounts.

Aforesaid are the amounts to be paid by Allottee to Promoter or the said society on completion of the Project, the Promoter or the said Society shall be solely responsible for the maintenance, management, supervision and over all control of all the common areas and facilities of the project, or any part or portion thereof including fitness centre, society office and correspondingly, shall be entitled to receive and collect the pro-rata share of each holder of the said flat/premises and to utilize all such contributions towards the purposes mentioned above. The pro-rata contribution of each holder of the said flat/premises towards the cost of maintenance, management and supervision of the project or any part or portion thereof shall be determined by the said Society.

All the above payments shall be paid by the purchaser to the Promoter within a period of 7 (Seven) days from the date of notice of such payment and in any event before possession of the said Flat is handed over to the Purchaser/s. It is further agreed that the Purchaser/s will be liable to pay interest @ 18% p.a. or as otherwise demanded by the Society for any delay in payment of such amounts. The Allottee herein shall



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be admitted as member of the said society, only on full compliance of the aforesaid terms. Due compliance with the rules, regulations and bye-laws of the said society, by the purchaser herein shall be the essence of this contract.

25. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received. The Promoter shall utilize the sum of Rs. _____/- (Rupees _____ Only) as mentioned in Clause 24 paid by Allottee/s for meeting all costs, charges and expenses stated above and also in connection with any other documents of transfer.

26. The Advocates and Solicitors of the Promoters shall prepare the documents of transfer of the building if any and all other documents to be executed in pursuance of these presents. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.

27. The Promoter shall provide bare shell room for fitness centre and society office. The parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s.

28. The Promoter has represented that the stack car parking space/s on the 1st floor podium and 2nd floor podium and non-mechanized car parking (surface) on the ground floor and/or 3rd Floor Podium shall form part and parcel of the common areas which are common to all the Allottee/s. The



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Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicle / cars on stilt/ 1st floor podium/2nd floor podium/3rd floor podium area to be constructed by the Promoter for parking or any manner as the Promoter may decide and which area has been sanctioned by the MCGM for parking vehicles. A list of such exclusive rights which has already been given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said Flat/Premises the same being an amenity attached to the said Flat/Premises and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Flat/Premises. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the other Allottee/s which may be hereinafter made without any objection whatsoever and also agree/s and undertake/s not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the said Society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. This Agreement shall be treated as an



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[Signature] Chairman
[Signature] Secretary
[Signature] Treasurer

irrevocable consent to the Promoter granting such exclusive rights to other Allottees and members of said Society.

29. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
30. 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.
31. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Flat etc. under this agreement.

It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled- to sell the Flat, and allot exclusive user of car parking/s in the new proposed building on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the Flat under this Agreement. The Allottee/s shall not object to and hereby give his/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with parking spaces, and such allotment sale etc. shall be binding on the Allottee/s.



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Secretary *[Signature]*
Chairman *[Signature]*

33. The Promoter shall endeavour to hand over possession of the said Flat to the Allottee on or before 30/06/2027 subject to what is otherwise stated herein. If the Promoter fails and neglects to handover possession of the said Flat on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 30 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 6 months the amount received by him in respect of the said Flat along with annual interest at the SBI lending (MCLR) rate plus 2% interest from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest thereon as aforesaid and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The entire amounts to be refunded with the interest as aforesaid payable on the amounts refundable to the Allottee shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund and thereafter the Promoter shall be entitled to deal with the said Flat and other areas as the Promoter may deem fit.

34. The Promoter shall give possession of the Flat to the Allottee on or before 30th day of JUNE 2027. If the Promoter fails or neglects to give possession of the Apartment to the Allottee



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on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat, as stated hereinabove, if the completion of the said building in which the said flat/premises is situated is delayed on account of the following but not because of an act on the part of the Promoter,

- (i) war, civil commotion, or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

And that the Allottee/s hereby agree/s to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.



35. The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building on expiry of 15 days from the date of possession in respect of the said flat. The common expenses in respect of the said Property shall be shared by the Allottee/s of flats and other premises of the said building in proportion of their respective area.

36. The Allottee/s shall take possession and/or be deemed to have taken possession of the said Flat within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Flat is ready for use and occupation. Provided that

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