

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

OFFICE BEARERS:

Chairman	Secretary	Treasurer
Mr. Atul Kale	Mr. Sujit Gupte	Mr. Dnyanesh Patil

COMMITTEE MEMBERS:

Ms. Shraddha Pednekar	Mr. Vinayak Phadke	Mr. Sharadchandra Hardikar	Mr. Shekhar Madkaikar
Ms. Apoorva Garge	Mr. Ashok Kulkarni	Mr. Anand Muranjan	Mr. Milind Hardikar

SCHSL/23-24/32

10th August 2023

To,

Chairperson of MAHARERA,

Bandra (E), Mumbai.

Sub:- Details of deviations with respect to the proforma of the Agreement to Sale in relation to the Project known as "SHANTPRABHA".

Ref:- Order No. 31/2022 dated July, 1, 2023 bearing reference No. MAHARERA/Secy/File No. 27/164/2022 issued by MahaRera.

Respected Sir,

With reference to the abovementioned subject, the details of deviation / modification with respect to proforma of the Agreement to Sale in relation to the Project known as "SHANTPRABHA" are as follows;

Sr. No.	Point No. in Agreement to Sale	Clause Deviated / Modified in Agreement to Sale
1.	Point No. 1 Operative (Page No. 10)	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. [ADDED]
2.	Point No. 2 (Page No. 10)	The Promoter as aforesaid have demolished old structure standing on the said property, obtained Commencement



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

		Certificate (CC) [ADDED]
3.	Point No. 3 (Page No. 10)	delineated in RED colour boundary line [ADDED] hereinafter the said flat no. ____ and the said parking no. ____ are jointly referred to as "THE SAID FLAT/PREMISES")." [ADDED] 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 [MODIFIED]
4.	Point No.4 sub- points (a)-(g) (Page No. 11)	NO DEVIATION
5.	Point No.4 sub-point (h) (Page No. 12)	(h) 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 Allottee/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments within 15 (fifteen) days of Promoter dispatching such intimation.



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

		[ADDED]
6.	Point No. 5 (Page No.13)	<p>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</p>
7.	Point No. 6 (Page No. 14)	



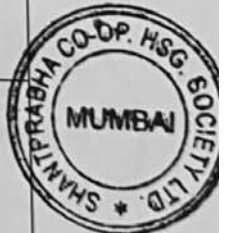
SHANTPRABHA CO-OP. HOUSING SOCIETY LIMITED

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

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

GST-IN: 27AAYAS8243G1ZR

		<p>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 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.</p> <p>[ADDED]</p>
7.	Point No. 6 (Page No. 14)	NO DEVIATION



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

8.	Point No. 7 (Page No. 14)	shall refund the excess money paid by the Allottee/s within 90 days [MODIFIED] from the date of intimation from Promoter [MODIFIED]
9.	Point No. 8 (Page No. 15)	NO DEVIATION
10.	Point No. 9 (Page No. 15)	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.

Handwritten signatures and initials:
A. M. M.
DP
S.S.



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: 27AAYAS8243GIZR

		<p>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 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 irrevocable consent 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</p>
--	--	--

Ar. M. S.
DP
S.S.



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

		through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter. [ADDED]
11.	Point No. 10 (Page No. 16)	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"). [ADDED]
12.	Point No. 11 (Page No. 17)	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

Handwritten signatures and initials:
A. M. M.
DP
CSJ

