

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

37.	Point No. 33 (Page No. 29)	The Promoter shall endeavor to hand over possession of the said Flat to the Allottee on or before _____ 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 aforestated 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 aforestated 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
38.	Point No. 34 (Page No. 30)	
39.	Point No. 35 (Page No. 30)	

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		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. [ADDED]
38.	Point No. 34 (Page No. 30)	the following but not because of an act on the part of the Promoter [ADDED] 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. [ADDED]
39.	Point No.35 (Page No. 30)	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. [ADDED]



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40.	Point No. 36 (Page No. 30)	or change [ADDED] However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat or any part thereof in the said Flat and/or the said new building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s. [ADDED]
41.	Point No. 37 (Page No. 31)	The Promoters have agreed to provide in the said Flat the amenities as per list annexed hereto as ANNEXURE “___” . The Promoters reserves rights to add/remove/change any items/brands of such amenities at their sole discretion. As the Promoters are not charging any additional amount for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto. [ADDED]
42.	Point No. 38 (Page No. 31)	NO DEVIATION
43.	Point No. 39 (Page No. 32)	The Allottee/s shall have no objection with respect to usage of the open space in front of the Allottee/s of the respective Flat /unit staircase/lobby. The same shall be

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		maintained by the prospective Allottee/s. [ADDED]
44.	Point No. 40 (Page No. 32)	and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to help Allottee become a member of the said society [ADDED]
45.	Point No. 41 (Page No. 32)	It is clarified agreed, understood and confirmed by and between the parties hereto that the unsold Flat including car parking spaces in the said building shall at all times, including after the Full Occupation Certificate, be and remain the absolute property of the Promoter, and the Promoter shall become member of the said Society, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the said Society, shall object to or dispute the same. The Allottee/s herein further agree/s that the Promoter, on intimating the said Society, the name or 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

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[Handwritten initials DP]
[Handwritten initials S8]



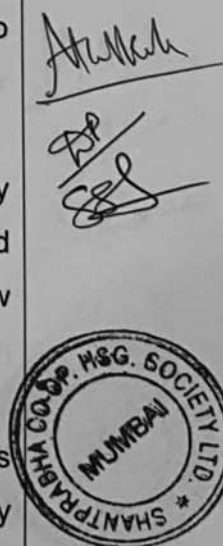
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		and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, as the case may be, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations 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. [ADDED]
46.	Point No. 42 (Page No. 33)	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



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	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 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
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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, 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

