

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

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


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"**.

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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.

For SHANTPRABHA CO. OP. HSG. SOCI. LTD.


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

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- 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 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: -
- 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, (iii) bearing Ref. No. CHE/WSII/3723/P/S/337(NEW)/337/3/Amend dated

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08/01/2024 and (iv) bearing Ref No. CHE/WSII/3723/P/S/337(NEW)/337/2/Amend dated 22/10/2024 issued by Mumbai Municipal Corporation of Greater Mumbai, Plinth Commencement Certificate (CC) dt. 13/04/2023, bearing (i) Ref. No. CHE/WSII/3723/P/S/337(NEW)/CC/1/New, (ii) CHE/WSII/3723/P/S/337(NEW)/CC/1/Amend further CC issued on 20/02/2024 and (iii) CHE/WSII/3723/P/S/337(NEW)/FCC/1/Amend dated 13/11/2024 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- 22/10/2024 along with CC dated 13/11/2024 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.

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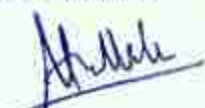


- L. By virtue of the above, the Promoter has sole and exclusive right to sell the units in the new building/s being constructed by the Promoter on the said property and to enter into Agreement/s with Allottee/s and to receive the sale consideration in respect thereof.
- M. On demand from the Allottee/s, 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 Promoter hereby states and declares that pursuant to an order dated 26/08/2024 vide reference no. C/Karya-7B/Povi/SRB-6137 passed by Development Planning Officer of MCGM, the previous CTS No. 286 admeasuring 1794 sq. mtrs. was sub-divided into two portions of land viz.

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286/A and 286/B admeasuring 1704.98 sq. mtrs. and 89.02 sq. mtrs. respectively and in view thereof the CTS No. 286 was deleted from the revenue records.

Q. The authenticated copies of the Property Cards issued on 25/11/2024 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. 25/11/2024 is annexed hereto and marked as **ANNEXURE - "E"**.

R. 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.

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

T. 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**").

U. 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

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Allottee/s, but includes the area covered by the internal partition walls of the apartment.

V. 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.

W. 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.

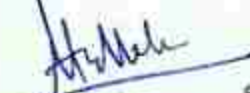
X. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 ("RERA") at **MAHARASHTRA** under No. **P51800052544** authenticated copy showing registration is attached in **ANNEXURE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

Y. 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.

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

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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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 78% of the total consideration to be paid to the Promoter on completion of the floor external plaster of the building.

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

exceeding 80% to be paid to the Promoter on completion of the floor external plumbing of the building.

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

exceeding 84% of the total consideration to be paid to the Promoter on flat flooring.

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

exceeding 86% of the total consideration to be paid to the Promoter on completion of flat windows.

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

exceeding 87% of the total consideration to be paid to the Promoter on completion of flat doors.

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

exceeding 89% of the total consideration to be paid to the Promoter on completion of floor lobby.

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

exceeding 91% of the total consideration to be paid to the Promoter on completion of flat electrical fittings.

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(l) Amount of Rs. _____ /-(Rupees
_____ Only) not
exceeding 93% of the total consideration to be paid to
the Promoter on completion of Car lifts.

(m) Amount of Rs. _____ /-(Rupees
_____ Only) not
exceeding 94% of the total consideration to be paid to
the Promoter on completion of Staircase up to floor.

(n) Amount of Rs. _____ /-(Rupees
_____ Only) not
exceeding 95% of the total consideration to be paid to
the Promoter on completion of Passenger lifts.

(o) 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.
7. 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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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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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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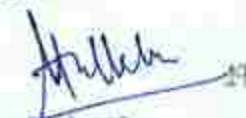
on expectation of increased FSI which may be available in future on modification to Development Control Regulation (DCR), which are applicable to the said Project. The Promoter has disclosed the present Floor Space Index of 2.70 as proposed to be utilized by them on the property in the said project or 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.
15. 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.
16. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the

For SHANTPRABHA CO.OP.HSG SOC.LTD.


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Chairman



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".

For SHANTPRABHA CO.OP.HSG SOC.LTD.,


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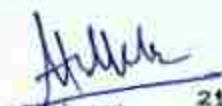
"Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments 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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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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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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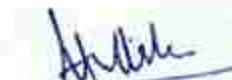
be admitted as member of the said society, only on full compliance of the aforesaid terms. Due compliance with the rules, regulations and bye-laws of the said society, by the purchaser herein shall be the essence of this contract.

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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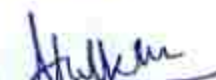


Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicle / cars on still/ 1st floor podium/2nd floor podium/3rd floor podium area to be constructed by the Promoter for parking or any manner as the Promoter may decide and which area has been sanctioned 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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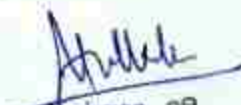
irrevocable consent to the Promoter granting such exclusive rights to other Allottees and members of said Society.

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.
32. 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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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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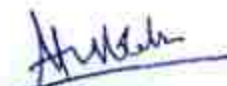
if within a period of 5 (five) years from the date of handing over of the said Flat to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat or the said building in which the said Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. 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.

37. The Promoters have agreed to provide in the said Flat the amenities as per list annexed hereto as **ANNEXURE "H"**. 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.
38. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the parking space only for purpose of parking vehicle.

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39. 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 /units staircase/lobby. The same shall be maintained by the prospective Allottee/s.
40. The Allottee along with other allottee(s) of flats in the building shall become members of the society and for this purpose also from time to time, sign and execute, the application for registration and/or membership and the other papers and documents necessary for becoming a member, 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. No Objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
41. 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

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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 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.

42. 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 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

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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 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,

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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 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

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Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

- (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.
- (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 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.

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- (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 transfer of the said new building.
- (i) The Promoter shall subject to the terms of the aforesaid Development Agreement be entitled to take benefit or 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.
- (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

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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.

- (k) The Allottee/s hereby expressly permits to the Promoter re-aligning, re-designing 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.
- (l) 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,

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approvals, etc. for such amalgamation, 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;

- (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;
- (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, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (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

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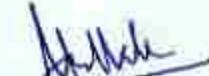
the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.

- (p) 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 profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Business/ office Allottee/s or the estate or said Society/, shall not raise any objection thereto.
- (q) It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Flat

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and the said building secured in all ways. The Allottee/s hereby agree/s and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the Flat shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Flat hereby agreed to be purchased by the Allottee/s.

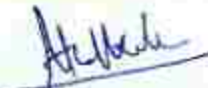
- (r) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.

43. It is further agreed by the Allottee/s that they shall not at any time either at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Flat and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoter and/or the said Society or of any appropriate authority, required, if any, in case of waterproofing of the entire floor of the said Flat to be

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carried out by Allottee/s, the same shall be done prior to starting of any civil finishing work. It is further agreed by the Allottee/s(s) that he/she/they shall submit a set of as-built drawings for all the services in the respective areas of the said Flat and that plans and details for interior work should be submitted to the Promoter and/or the said Society, for approval and that the work must be carried out in accordance with the approval/permission of the Promoter and/or the said Society.

44. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the MCGM or to the State Government or any other competent authority or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
45. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.
46. The Allottee/s has taken inspection of all relevant documents and has satisfied themselves fully in respect of the Promoter's title to the said property and the Promoter's title to the develop the said Property prior to the execution of this Agreement and the Allottee/s doth hereby accept/s

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the same and agree/s not to raise any requisition or objection/s or dispute relating thereto at any stage; and agrees, declares and confirms that the Allottee/s has/have entered into this Agreement out of his/her/their own free will and without any coercion, and after reviewing the draft of this Agreement has understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement. The Allottee/s has also obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

47. The Promoter shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof.

48. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee/s as follows: -

- i. The Promoter is entitled to development rights with respect to the said property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite

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- approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the plot of land/ said property or the project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the said land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the project, plot of land/said property and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, plot of land/said property and said building/wing shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, plot of land/said property, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the plot of land/said property, including the project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement;

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- ix. At the time of hand over of management to the said Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the said Society;
 - x. The Promoter has duly paid and shall pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) have been received or served upon the Promoter in respect of the plot of land/said property and/or the project except those disclosed in the title report.
49. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat may come, do hereby covenant with the Promoter as follows:
- a. To maintain at the Allottee/s's own cost in good tenable repair and condition from the date of possession of the said Flat is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat itself or any part thereof;
 - b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are

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so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;

- c. To carry at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
- d. Not do or suffer to be done anything in the said Flat or to the said Building or the said Flat which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- e. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in

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- or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the said new building and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the said society and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the society for the same;
- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- g. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the said Building;
- h. That I/we shall not keep and/or maintain any gardening pots within the outer facade of the said building.
- i. No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or podium of the said building and/or in the compound of the said building by any of the apartment holders and/or the said organization at any time whatsoever without the permission of the Promoter. However, the Promoter alone shall, from time to time, and at all times be entitled to permit the allottees/apartment holders of the Flat in the said building to install equipments such as dish

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antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the parking of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.

- j. The refuge area adjoining to lobby / staircase / Flat (hereinafter referred to as "**the Refuge Area**"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the apartment Allottee Society. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottees in the building. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, staircase leading to such Refuge area and/or any floors.
- k. The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions.
- l. Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- m. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the

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Allottee/s viz. user for any purposes other than purpose for which the same is allotted;

- n. The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Flat or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Flat or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter;
- o. The Allottee/s shall observe and perform all the rules and regulations which the / Society, may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said property and new building, the said Building and the said Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society/, regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- p. Till the handover of management of the property to the Society, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said property and the said Building or any.

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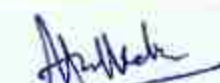


- q. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agree/s to reimburse the same to the Promoter in proportion to the area of Flat/ Parking space etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- r. The Allottee/s shall insure and keep insured the said flats, against loss or damage by fire of any other calamities for the full value thereof.
- s. The Allottee/s agree/s that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
- t. In case MSEB / Reliance / Tata Power / Adani or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat agreed to be acquired by them.
- u. To indemnify and keep indemnified the Promoters against any losses that may be caused to him on account of fire, lift mishap, illegal activities, interior work, damage to the said Building on account of negligence/non - maintenance or like nature until the Occupation Certificate with respect to the said property and said building is obtained.
- v. Until the handover of management to the Society as aforestated, the Promoter shall control the management of the said building, realisation of outgoings and the disbursements of the payments to

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be made. The Allottee/s alongwith other apartment/parking space Allottee/s will not have any objection to the aforesaid right of the Promoter.

50. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter's sole and absolute discretion:

- (a) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time.
- (b) have a right to terminate this agreement for sale in the event of happening of any one or many of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which have been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter.
- (c) to decide from time to time when and what sort of document of transfer should be executed in whose favor and to transfer and/or to cause to be transferred, the said building in favour of the Society.

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- (d) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s, may be transferred and/or conveyed/assigned/ leased.
- (e) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
51. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Flat.
52. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the

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Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation, whatsoever.

53. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter as the case may be shall have first lien and charge on the said Flat agreed to be allotted to the Allottee/s.
54. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said Flat and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
 - (b) All the representation, warranties commitments etc. made by the Promoter to the Allottee in any documents, brochures, hoarding etc. and /or through on any other medium.
55. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent allottees of the flats in case of a transfer, as the said obligations go along with the flats for all intents and purposes.
56. The Allottee/s hereby agree/s, undertake/s and covenant/s with the Promoter that neither he/she/they, nor the said Society shall at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to

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Chairman



the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the Society shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

57. It is expressly agreed that right of the Allottee/s under this Agreement is only restricted to the Flat agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other Flat and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirm/s and consents to the irrevocable right of the Promoter, to develop the said property including the said old building on the said property, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon handing over management to said Society/ as contemplated under the RERA or any other relevant statutory act.
58. The Promoters shall handover a set of certified copies of approved plans along with the BCC/OC to the said Society who shall maintain and preserve documents and plans received from the Promoters. Further, the society shall carry out necessary structural audit reports and fire safety audit/s at regular intervals as required by law through the authorized agency/agencies as stipulated by MCGM.

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman SS



59. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the management is handed over to the said Society as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of Flat as herein stated.
60. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
61. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter or its nominees shall attend the Office of the Sub-Registrar and admit the execution thereof.
62. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
63. In case any structural defect or any other defect in workmanship quality or provisions of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman



promoter within a period of five years by the allotted from the date of handing over possession.

64. The Allottee/s is aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agree/s and undertake/s to pay the same if and when becomes payable.
65. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
66. The Allottee/s hereby declare/s that he/she/it/they has/have gone through the Agreement and all the documents related to the said Flat purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this Agreement.
67. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/plot/building, as the case may be.
68. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


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the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

69. Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the Flats in the Project.
70. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
71. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
72. The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman SE



73. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of posting at their respective addresses specified below:

(1) Name: _____

Address: _____

Notified Email ID: _____

(2) Name: _____

Address: _____

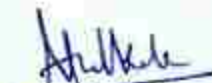
Notified Email ID: _____

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


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74. The stamp duty, registration charges and/or any other incidental costs and charges on this Agreement and/or otherwise shall be paid by the Allottee/s.
75. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
76. The Permanent Account Numbers of the parties hereto are as under:

NAME	PERMANENT A/C. NO.
A. SHANTPRABHA CO-OPERATIVE HOUSING SOCIETY LIMITED:	AAYAS8243G
B. ALLOTTEE/S	
(1)	
(2)	
(3)	
(4)	

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

FOR SHANTPRABHA CO-OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman 60



THE FIRST SCHEDULE ABOVE REFERRED TO:

("The Said Property")

All that piece and parcel of land bearing CTS No. 286/A and 286/B (formerly known as 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, together with building/s standing thereon known as Shantprabha CHSL, situate, lying and being at Pahadi School Road No. 2, Aarey Road, Goregaon (E), Mumbai – 400063.

On or towards the North : 23.83 m (Plot 287, Bldg Rasik Apartments G+3)
On or towards the South : 18.93 m (Road)
On or towards the East : 76.69 m (Plot 285 Chawl, 277B Bldg Dudhwala Tower G+7)
On or towards the West : 79.12 m (Road Pahadi School Road No 2)

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman



THE SECOND SCHEDULE ABOVE REFERRED TO:

("The Said Flat")

Flat No. _____, admeasuring _____ sq.ft.
equivalent to _____ sq. mtrs. (RERA Carpet Area), on the
_____ floor, in the building to be known as
"SHANTPRABHA" to be constructed on the said land more
particularly described in the First Schedule hereinabove written.

SIGNED, SEALED AND DELIVERED) PHOTO LEFT HAND
By the withinnamed "PROMOTER") THUMB
IMPRESSION

SHANTPRABHA CO-OPERATIVE)
HOUSING SOCIETY LIMITED)
Through its partner/represented by)

(1) _____)

Signature: _____)



For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman



(2) _____)

Signature: _____)

--	--

(3) _____)

Signature: _____)

--	--

In the presence of.....)

1.....)

2.....)

SIGNED, SEALED AND DELIVERED)

By the withinnamed: "ALLOTTEE/S")

1. Mr./Ms./M/s. _____)

Signature: _____)

--	--

2. Mr./Ms./M/s. _____)

Signature: _____)

--	--

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman



3. Mr./Ms./M/s. _____)

Signature: _____)



4. Mr./Ms./M/s. _____)

Signature: _____)



In the presence of _____)

1. _____)

2. _____)

RECEIPT

RECEIVED the day and year first hereinabove written of and from
the withinnamed Allotee/s the sum of Rs. _____/-

(Rupees

_____ only) vide cheque no. _____ dated

_____ drawn on _____ Bank

_____ Branch as and by way of earnest
money as mentioned hereinabove to be paid by
him/ her/ them to us.

WE SAY RECEIVED

(PROMOTER)

For SHANTPRABHA CO.OP.HSG.SOC.LTD.

S. Sanyal
Secretary

D. Datta
Treasurer

M. Kulkarni
Chairman



DATED THIS ____ DAY OF ____ 20____

BETWEEN
SHANTPRABHA CO-OPERATIVE HOUSING
SOCIETY LIMITED

AND
SHRI/SMT./M/S. _____

AGREEMENT FOR SALE

For SHANTPRABHA CO.OP.HSG.SOC.LTD.


Secretary


Treasurer


Chairman



