AGREEMENT FOR SALE

This AGREEMENT FOR SALE made and entered into at Mumbai this _____ **day of the month of February, Year Two Thousand Twenty-Four**

BETWEEN

SHRADDHA PRIME PROJECTS LTD., (formerly known as Towa Sokki Limited) a Public Limited Company registered under the provisions of the Companies Act, 1956 and has its Corporate Office at A-309, Kanara Business Centre Premises Co-operative Housing Society Limited, Link Road, Laxmi Nagar, Ghatkopar (E), Mumbai 400 075 through its Authorized Signatory **MR. SUDHIR BALU MEHTA,** hereinafter referred to as **"the Developers"**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the **FIRST PART**;

AND

Promoter	Allottees/s

Client Name, aged about ____ years, Indian inhabitant, holding Income Tax _____**,** AADHAR No. _____**,** having an address at ____

_____**.;** hereinafter referred to as "**ALLOTTEE/S/THE PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/ her / their legal heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART.**

A N D W H E R E A S:

1. **WHEREAS** under the registered Indenture of Conveyance dated 22nd February 1980, New Gajant Co-operative Housing Society Ltd., (for the sake of brevity hereinafter referred to as "the New Gajant"), a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 having Registration No. BOM.HSG 5960 of 1979 had acquired the right, title, and interest of Mr. Jayantilal Lallubhai Parekh and Four others in all that piece and parcel of land admeasuring at about 2658 sq.yds equivalent to **2222 sq. mtrs** bearing Plot No. 7, bearing Survey No. 16 and 15 (H/2), 145 (H/1), 152, situated at Village - Magathane, Taluka – Borivali, B.S.D. at Borivali (W), Mumbai 400 092., in the registration and Sub-District and District of Mumbai City and Mumbai suburban and more particularly described in the First Schedule written herein below.

2. **WHEREAS** the said New Gajant has 55 members occupying their respective flats in the building constructed on the above-recited piece and parcel of land bearing Plot No. 7, and more particularly described in the First Schedule written herein below and as incidental to the membership, the said **55 members** were allotted with five shares in the share capital of the Society under the Share Certificate issued to each of such members respectively.

3. **WHEREAS** under the registered Indenture of Conveyance dated 22nd February 1980, Prajakta Co-operative Housing Society Ltd., (for the sake of brevity hereinafter referred to as "the Prajakta"), a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 having Registration No. BOM.HSG 5937 of 1979 had acquired the right, title, and interest of Sarla Jayantilal Parekh and Four others in all that piece and parcel of land bearing Survey No. 16, Survey No. 15, Hissa No. 2 and Survey No. 145, Hissa No. 1 and Survey No. 152, CTS No 63 and 65 and subdivided Plot No. 1 situated in Village Magathane, Taluka –Borivali, B.S.D. at Borivali (W.), Mumbai – 400 092, admeasuring at about 1222.00 sq.yds., equivalent to **1022 sq. mtrs**. in

the registration and Sub District and District Mumbai City and Mumbai Suburban and more particularly described in the **Second Schedule** written herein below.

4. **WHEREAS** the said Prajakta is having **28 members** occupying their respective flats in the building constructed on the above-recited piece and parcel of land bearing Plot No. 1, and more particularly described in the Second Schedule written herein below and as incidental to the membership, the said **28 members** were allotted with five shares in the share capital of the Society under the Share Certificate issued to each of such members respectively.

5. **WHEREAS** under the registered Indenture of Conveyance dated 18th October 1979, Shwet Deep Mala Co-operative Housing Society Ltd., (for the sake of brevity hereinafter referred to as "the **Shwet Deep Mala" Co-operative Society registered** under the Maharashtra Co-operative Societies Act, 1960, having Registration No. BOM.HSG 5907 of 1979 had acquired the right, title, and interest of Sarla Jayantilal Parekh and Four others in all that piece and parcel of land situated at Village – Magathane Taluka – Borivali, B.S.D. at Borivali (W), Mumbai – 400 092, Taluka Borivali, B.S.D. being a portion of the property bearing Survey No. 16, Survey No. 15, Hissa No. 2 and Survey No. 145, Hissa No. 1 and Survey No. 152 and bearing subdivided Plot No. 6 admeasuring at about 1583 sq.yds., equivalent to **1324 sq. meters**. in the registration and Sub District and District Mumbai City and Mumbai Sub-urban and more particularly described in the **Third Schedule** written herein below.

6. **WHEREAS** the said Shwet Deep Mala is having **33 members** occupying their respective flats in the building constructed on the above-recited piece and parcel of land bearing Plot No. 6, and more particularly described in the Third Schedule written herein below and as incidental to the membership, the said **33 members** were allotted with five shares in the share capital of the Society under the Share Certificate issued to each of such members respectively.

7. **WHEREAS** under the registered Indenture of Conveyance dated **18th October 1979, duly registered before** the office of Joint Sub-registrar, **Smitanjali Co-operative Housing Society Ltd**., (for the sake of brevity hereinafter referred to as "the Smitanjali"), a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 having Registration No. BOM.HSG 5918 of 1979 had acquired the right, title, and interest of Sarla Jayantilal Parekh and 4 others in all that piece and parcel of land bearing Plot No. 5, admeasuring at about 1583

sq.yds equivalent to **1324 sq.mtrs. bearing Survey No. 16, Survey No. 15, Hissa No. 2 and Survey No. 145, Hissa No. 1, and Survey No. 152** and bearing subdivided Plot No. 5, situated at Village – Magathane, Taluka – Borivali, B.S.D. at Borivali (W.), Mumbai – 400 092, admeasuring at about 1583 sq.yds equivalent to **1324.00 sq. mtrs**, CTS No. 63/1 to 63/11 of Village – Magathane and more particularly described in the **Forth Schedule** written herein below.

8. **WHEREAS** the said Smitanjali is having **32 members** occupying their respective flats in the building constructed on the above-recited piece and parcel of land bearing Plot No. 5, and more particularly described in the Forth Schedule written herein below and as incidental to the membership, the said **32 members** were allotted with five shares in the share capital of the Society under the Share Certificate issued to each of such members respectively.

9. **WHEREAS** all that piece and parcel of land and as described in First, Second, Third, and Fourth Schedule written herein below and owned and seized by each of the said Society's viz. **New Gajant, Prajakta, Shwet Deep Mala and Smitanjali** are hereinafter for the sake of brevity collectively referred to as "the said properties" and the said Four Societies for the sake of brevity are hereinafter collectively referred to as "each **of such Societies**".

10. **WHEREAS** by an order dated 29th December 2021 passed by MCGM, the revised layout plan as submitted by the above-referred four Societies for amalgamation was finally approved as **"Plot A"** with necessary demarcation allotted to each of the aforesaid four Societies in the layout approved by **MCGM.**

11. **WHEREAS** the said **"Paradise Tower Co-operative Housing Society Limited",** is a newly formed venture of each of the aforesaid four Societies after their amalgamation and for the sake of brevity hereafter referred to as "**the Society**".

12. **WHEREAS** the Society is the owner of, seized and possessed of and/or otherwise well and sufficiently entitled to the plot of land and the buildings known as **Prajakta, Smitanjali, Shwetdeepmala, and New Gajant** situated thereon and more particularly described in the **Schedule 1 to 5** hereunder written and referred to as the **"Property**".

13. WHEREAS the area of the said property as per the **Deed of Conveyance** of all 4 societies as mentioned above & as per the amalgamated layout approved by MCGM annexed herewith as Annexure & as per PRC of four societies the final plot area is

Promoter	Allottees/s

admeasuring 8114.2 Sq. Mtrs. or thereabouts being the area in sole ownership and having exclusive possession of the said society. In addition to the said area mentioned in the said Conveyance Deed, the said society is also entitled to all the proportionate layout benefits including the common RG and internal road. Copies whereof the said Property cards are annexed hereto as "**Annexure A**".

14. WHEREAS the said society, in its Special General Body Meeting, held on date _____, had unanimously passed a resolution to redevelop the said old building and has granted to the Promoter herein the development rights in respect of the said Property and requested the promoter to demolish the said existing building and construct a new building in place thereof for residential purposes as well as other purposes as stated above by utilizing the full potential and all available Floor Space Index (F.S.I) of the said property, now and in future, including permissible additional T.D.R. on the said property to be purchased from the open market under the applicable norms of the Development Control Regulations of the Municipal Corporation of Greater Mumbai and the Promoter herein agreed to do at its own costs and expenses and on terms and conditions agreed by the said Society and the Promoter herein.

15. WHEREAS by a 'Development Agreement dated **21st Day of February 2022** made and executed by and between the said Society **"Paradise Tower Co-operative Housing Society Limited",** and the authorized Director **Mr. Santosh Sadashiv Samant** of **M/s SHRADDHA PRIME PROJECTS LTD**., herein duly registered with the Sub-Registrar of Assurances at Borivali - 9, under document serial No. **BRL-9/2920/2022 Dated 21/02/2022** granted/ entrusted unto and in favor of the Promoter herein 'Development Rights' in respect of the said property and also gave their consent for re-development of the said property for the purpose to demolish the said existing buildings and to re-construct buildings thereon to develop the said property by the approved and sanctioned plans, designs and specifications as permitted by the competent plan passing authority.

16. WHEREAS the said society, vide its Power of Attorney dated 25/02/2022 registered with Sub-Registrar of Assurances Borivali-9 under document Sr. No. **BRL-9/3292/2022**, has appointed, constituted, and nominated Mr. Santosh Sadashiv Samant, the authorized Director of the said Developer - **M/s SHRADDHA PRIME PROJECTS LTD** to do and perform various acts, deeds, things, and matters including applying for and obtaining various approvals, orders,

permissions, sanctions, IOD, CC, Occupation Certificate, etc. from all the concerned competent authorities including but not limited to M.C.G.M., so as to carry out and complete the re-development of the said property.

17. WHEREAS the said society along with its members had unanimously accepted the offers of the Promoter herein, and granted irrevocable, complete and exclusive Development Rights, permits and authorizes the Promoter herein to re-develop the existing old and dilapidated buildings and other surrounding area including boundary walls as a whole with a view to having entire development in respect of the said property layout as per the development plan proposed by the Promoter by utilizing the additional FSI, Fungible FSI, and TDR of any nature whatsoever arising out of the said property, at its full potential and by purchasing and loading the TDR/FSI from the open market and/or further exploiting the entire available balance FSI benefits as per the prevailing DCPR from the layout of the said property, and construct a new building thereon for housing the existing 148 bonafide members in such new building absolutely free of costs to the extent of upon such terms and conditions and by providing such amenities in terms of the various offers given by the Promoter herein and selling the remaining Flats/Units/ commercial Premises being saleable components to the prospective Purchasers at the sole discretion of the said Developer.

18. WHEREAS the original layout of the larger property of 'Kosamgo Nagar' comprised a of total six societies including the said society herein. Vide an application dated 22-03-2018, the amalgamation and subdivision were proposed for the said larger layout along with the consent of all six societies. Under the said application, the MCGM misinterpreted the applicability of Regulation No. 14A and 15 of the DCPR-2034 to hold that the amalgamation and subdivision proposed would make the provisions for Inclusive Housing and Amenities applicable. The Societies jointly challenged the same in an Appeal before the Urban Development Department U/s. 47 of Maharashtra Regional Town Planning Act. The said Appeal was disposed off vide order dated 16-02-2021, holding that the said Regulations 14A and 15 shall not be applicable in the present amalgamation and sub-division of plots. Consequently, the Dy. Chief Engineer (BP) WS-II has approved the sub-division and amalgamation on date 29-12-2021, wherein the said property is identified as PLOT-A. Based on the said approval, the society has made an application to the Hon'ble Collector to take the

approved amalgamation and sub-division by MCGM on record and also process the issuance of the new Property Card. The same is under process.

19. WHEREAS as recorded and provided in the Development Agreement dated **21st Day of February 2022**, the Promoter had agreed to allot 148 residential Premises to the respective existing members of the said Society as per the committed area measurements and the Promoter is entitled to deal and dispose of the remaining total Balance Saleable Area of construction as may be permissible from time to time. The Promoter, without any further consent of the said society, has absolute rights to freely dispose of the balance area to any prospective purchaser/s and can finalize the terms and conditions as they deem fit.

20. WHEREAS Advocate Mr. Vinay Deshpande, by his Title Certificate dated 07th Day of February 2022, inter alia, certified that the Promoter's right, title, and interest in respect of the redevelopment of the said Property and for the sale of all saleable units in the said property is free from all encumbrances, claims, and demands.

21. WHEREAS the Promoter has applied for requisite permissions to construct and exploit all available FSI on the said property.

22. WHEREAS the photocopies of the said **Certificate of Title, Intimation of Disapproval and Commencement Certificate** and such other documents are attached as Annexures hereto as Annexure **"B", "C" and "D"** respectively and the same shall be treated as an integral part of this Agreement.

23. WHEREAS the Promoter herein has appointed Mr. Rajesh Surve and subsequently after his resignation appointed Mr. Sagar Makhela, License Surveyor/Engineer registered with MCGM as LS/Architect and the said appointment is as per rules prescribed by the Practicing Engineers, Architects, and Town Planners' Association (PEATA). The Promoter herein has also appointed Mr. Abhijit Phatarpekar as R.C.C. Consultant for the preparation of structural designs and drawings and the Promoter has accepted and approved the supervision of the said LS/Architect and Structural Engineer till the completion of the said project in all respect. The Promoter is entitled to appoint any other Licensed Architects/ Surveyors and/or any other Structural Engineers in place of them if so desired by the Promoter till the completion of the Real Estate Project.

24. On necessary applications being made through LS Mr. Sagar Makhela and plans being submitted for construction of one independent

building, on the entire property with M.C.G.M., the concerned Authority/ Executive Engineer, Building Proposal "R-North" ward scrutinized/ verified the said proposal and has sanctioned plans for construction on the said property bearing CTS No. 63/6, 63/10(part) and 63/3(part), MCGM has issued an Intimation of Disapproval (I.O.D) bearing No.P-10955/2022/(63/2 And Other)R/C-Ward/MAGATHANE R/C/337/1/NEW, dated 28.07.2022 and issued Commencement Certificate (C.C.) dated P-10955/2022/(63/2 And Other) R/C Ward/ MAGATHANE R/C/CC/1/Amend Dated 10.11.2023 and has granted No Objection to the proposed re-development to be carried out by the Promoter herein on the said property and permitted re-construction and re-development as per amended D.C. Regulation.

25. The re-development of the entire property proposed by the Promoter herein has been registered as a "real estate project" with Maharashtra Real Estate Regulatory Authority (MahaRERA) (hereinafter referred to as "the Authority") under the provisions of Section 5 of The Real Estate (Regulation and Development) Act, 2016 (RERA) read with the provisions of Maharashtra Real Estate (Regulation and Development) and (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on the website) Rules, 2017 ("**said Project**"), in the name and style of **"SHRADDHA PRIME PROJECTS LTD."** The said Authority has duly issued a Certificate of Registration for the Real Estate Project bearing No. **P51800052244** and is hereinafter referred to as "RERA Certificate". A photocopy of the said **RERA Certificate** is annexed hereto marked as "**Annexure E**".

26. WHEREAS the Promoter has got some of the approvals from the concerned local authorities to the plans, specifications, elevations, sections, and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

27. WHEREAS 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 project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

28. WHEREAS the Allottee/s has/have demanded an inspection of the details and the document from the Promoter and the Promoter has

given inspection to the Allottee/s of all the details and documents to the full satisfaction of the Allottee/s.

29. WHEREAS the Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/ her/ their advisors and consultants. The Allottee/s has/ have agreed and consented to the development by utilizing and exploiting the full potential of FSI that is available for the said property and has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules.

30. WHEREAS the Allottee/s has/have applied to the Promoter for allotment of **Apartment No._____ on the _____ Floor in _____ Wing** of the building to be known as **"Shraddha Paradise"** (hereinafter referred to as "said Flat") constructed by them together with **Two Car Park slot allotted Podium** (type), **("said** parking space"). The common areas, facilities, and amenities in the Real Estate Project, which shall be usable by the Allottee/s along with other Allottee/s are listed in the First Schedule hereunder written ("Real Estate Project Amenities") and shall be completed/delivered with the completion of the Real Estate Project.

31. WHEREAS upon receiving the application of the said Allottee/s the Promoter herein has offered **Apartment No. _____ admeasuring ____ sq. ft. (RERA Carpet Area) equivalent to _____ sq. mtr (RERA Carpet Area) on the _____ floor** of the _____ **wing** to be known as **"Shraddha Paradise"** along with the _____ **Car Park slot allotted Podium** (type), together with the amenities mentioned in the **first schedule** herein, to the Allottee/s.

32. WHEREAS the "Carpet area" under the definition of RERA means the net usable floor area of any apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony appurtenant to the said Apartment for the exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the said Flat.

33. WHEREAS the Promoter, in addition to Agreements being entered into with the existing members of the said society, is entering into separate 'Agreement for Sale' with prospective purchasers for the sale of other saleable components in the building to be constructed by the Promoter on the said property. Such Agreements shall be in the form of this Agreement or with such variations or modifications or in such form as

may be agreed on a case-to-case basis or on such basis as the Promoter may deem fit.

34. WHEREAS prior to the execution of these presents the Allottee/s has/ have paid to the Promoter a sum of **Rs._____/- (Rupees _____ Only),** being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fees (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/ have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

35. WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for Sale of said **Apartment** with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

36. 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 hereby agrees to purchase the **Apartment** and the parking (if applicable).

NOW THIS AGREEMENT WITNESSETH THE TERMS AND CONDITIONS AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall construct the said building/s consisting of Stilt + 3 Podium + 30 Upper Floors + 31st Part Floor, on the project land in accordance with the plans, designs, and specifications as approved by the concerned local authority from time to time.

   Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the **Apartment** of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1 a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No.** _____ of the **Type** ____ **BHK** of **admeasuring** _____ **sq. ft. (RERA Carpet Area) equivalent to** _____ **sq. mtr (RERA Carpet Area)** (as per presently applicable development norms) and **inclusive of** Balcony area totally **admeasuring** _____ **sq. ft. (RERA Carpet Area) equivalent to** ____ **sq. mtr (RERA Carpet Area)** on _____ **floor** in the **Building/ Wing -** _____ (hereinafter referred to as "**the Apartment**") as shown in the Floor plan thereof hereto annexed and marked

Annexures "F" for the consideration of **Rs._____/- (Rupees _____ Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

1(b) The Allottee has paid on or before execution of this agreement a sum of **Rs._____/- (Rupees _____ Only),** (As per Allottee's request) as advance payment or application fee and hereby agrees to pay tothat Promoter the balance amount of **Rs. ____/- (Rupees _____ Only)** in the following manner:

1(c)

(Annexure A): (Payment Schedule) Sr. No.	**PARTICULARS**	**%**	**Amount in Rs Only**
1	On Booking	5.00%	
2	At the time of the Agreement sign	15.00%	
3	On Completion of Plinth	25.00%	
4	On Completion of 3rd Podium	1.00%	
5	On Completion of 4th Slab	1.00%	
6	On Completion of 5th Slab	1.00%	
7	On Completion of 6th Slab	1.00%	
8	On Completion of 7th Slab	1.00%	
9	On Completion of 8th Slab	1.00%	
10	On Completion of 9th Slab	1.00%	
11	On Completion of 10th Slab	1.00%	
12	On Completion of 11th Slab	1.00%	
13	On Completion of 12th Slab	1.00%	
14	On Completion of 13th Slab	1.00%	
15	On Completion of 14th Slab	1.00%	
16	On Completion of 15th Slab	1.00%	
17	On Completion of 16th Slab	1.00%	
18	On Completion of 17th Slab	1.00%	
19	On Completion of 18th Slab	1.00%	
20	On Completion of 19th Slab	1.00%	
21	On Completion of 20thSlab	1.00%	
22	On Completion of 21st Slab	1.00%	
23	On Completion of 22nd Slab	1.00%	
24	On Completion of 23rd Slab	1.00%	
25	On Completion of 24th Slab	1.00%	
26	On Completion of 25th Slab	1.00%	
27	On Completion of the 28th Slab	1.00%	

Promoter	**Allottees/s**

28	On Completion of 34th Slab	1.00%	
29	On Completion of Brickwork	5.00%	
30	On Completion of Plaster Internal & External	5.00%	
31	On Completion of Plumbing & Waterproofing & Tiling	5.00%	
32	On Completion of lift /water pump/ electric fitting/ colour/ window	5.00%	
33	On Completion of Possession	10.00%	
	TOTAL	**100.00%**	

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, Value Added Tax, Service Tax, and Cess, or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment].

The aforesaid consideration amount shall be subject to a deduction of 1% (or prevailing rate) Tax Deducted at Source (TDS) on Agreement Value and the TDS Certificate should be submitted to the Promoter by the Allottee. The TDS rules shall govern as per the rules framed by the government from time to time.

1(e) The Total Price is escalation-free, save and except escalations/ increases, due to an increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges, cost, or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand an 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 agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her 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 undertakes not to object/ demand/direct the Promoter to adjust his payments in any manner.

2. The Promoter shall have no objection and shall not be responsible towards any third party making payments/ remittances on behalf of the Allottee/s and the Promoter shall issue the payment receipts in favor of the Allottee/s only and such third party, making payment, shall not have any right in the said **Apartment** in any way.

3. The Promoter may allow, in its sole discretion, a rebate in the form of either reducing the per square feet sales rate at the time of booking or for the time being any early payments towards any installments payable by the Allottee/s, in the manner of discounting such early payments on mutually agreed terms. The provision for allowing rebate and such rate of rebate shall not be subject to any revision /withdrawal, once granted to the Allottee/s by the Promoter, with the condition that Allottee/s obliges/observes his/her/their payment commitments.

4. The Allottee/s 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/their account 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/her/their payments in another specific manner.

5. The Promoter shall develop the Real Estate Project to be known as

"**Shraddha Paradise**", on the said property more particularly mentioned in **Schedule -1 to 5** written hereunder, in accordance with the plans, designs, and specifications as approved by the plan passing authority from time to time.

6. The Promoter, while developing the said Real Estate Project, shall observe all the terms, conditions, rules, and regulations, as may be stipulated and directed by all concerned competent authorities including but not limited to the Municipal Corporation of Greater Mumbai (MCGM) till obtaining the Occupancy Certificates with respect to the same.

7. It is agreed by the Promoter that in case of any amendment, variations, or modifications in the plan of the said building, the Promoter shall obtain the prior written consent of the Allottee/s, which may adversely affect the area measurement of the said **Apartment** (as described above) of the Allottee/s except, any alteration or addition required by plan passing authority and other sanctioning authorities or any Government Authorities, or due to change in the law, or any change as contemplated by any of the disclosures committed to the Allottee/s.

8. The Promoter hereby discloses to the Allottee/s that the Floor Space Index (FSI) available as of the date in respect of the said property and their intent and planning to utilize the full potential FSI by way of availing Transferable Development Rights (TDR) or any FSI/Fungible FSI that might be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as may be allowed in the Development Control and Promotions Regulation, 2034 (DCPR, 2034) or based on the expectation of increased FSI which may be notified in future on amendment/modification in the Rules under DCPR 2034. The Promoter has disclosed the FSI as proposed to be utilized by them on the said property for the development of the Real Estate Project and the Allottee/s has/have agreed to purchase the said **Apartment** based on the understanding that the proposed construction to be carried out by the Promoter by utilizing the full potential/proposed FSI and further the Allottee/s agree that the declared proposed FSI and further potential FSI as may be available, shall belong to the Promoter only forever.

9. The Promoter shall confirm the final carpet area of the said **Apartment** after the construction of the said building is complete and the Occupation Certificate is granted by the MCGM, by providing the details of the variations, if any, in the carpet area, subject to a variation cap of three (3) percent. The total price payable for the carpet

area shall be recalculated upon confirmation by the Promoter and further, in case of any reduction found in the measurement of the carpet area of the said **Apartment** then the Promoter, on demand of the Allottee/s, shall refund the excess money paid by the Allottee/s within forty-five days with annual interest at the rate specified in the RERA and its RERA Rules, from the date when such excess amount was received from the Allottee/s and in the circumstances of increase in the carpet area allotted to the Allottee/s, the Promoter shall demand, at his discretion, additional amount from the Allottee/s as per the next milestone of the payment plan. All the monetary adjustments, if any, shall be made at the same rate of Sale per square meter/foot concerning the agreed value consideration.

10. The agreed Sale Consideration excludes the applicable tax paid or payable, including but not limited to, Goods and Services Tax ("GST") and all levies, duties, and cesses or any other indirect taxes, that may be levied, in connection with the said Real Estate Project and/or concerning the said **Apartment** and/or the Sale deal, till the date of handing over the possession of the said **Apartment** by the Promoter to the Allottee/s.

11. The said Sale Consideration is escalation-free, save and except escalations/increase, due to any escalation/increase on account of development charges payable to the competent authority and/or any other increase in charges, taxes which may be levied or imposed by the MCGM and/or any other Competent Authority/Local Bodies/Government from time to time. The Promoter shall, while raising a demand on the Allottee/s for an increase in development charges, cost, or levies imposed by the competent authorities, etc., shall enclose the relevant notification/order /regulation/demand, whatsoever in nature, published/issued on that behalf to effect, along with the demand letter being issued to the Allottee/s for such escalated value.

12. The Promoter has neither charged nor recovered any price for the limited common areas, which are free of FSI., and the common areas facilities and amenities (except as specified in this Agreement) nor shall in future charge any amount for the same to the Allottee/s subject to payment of maintenance charges and expenses of the same by the Allottee/s as provided hereinafter.

13. On a written demand being made by the Promoter to the Allottee/s with respect to any amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay

such amount to the Promoter, within 15 (fifteen) days of the Promoter's said written demand, without any delay, demur or default.

14. The Allottee/s shall before taking possession of the said Flat, pay to the Promoter the Reimbursable charges, Pass-through Charges, Overheads, Property taxes, maintenance charges (inclusive of water charges), and further charges (if any) will be intimated during the execution of the project, as more particularly described hereunder: -

Sr.	**Particulars**	**Amount**
1	Towards Share Money and Entrance Fees for membership of the said Society	Rs.1,000/-
2	For deposit towards Water, Electricity connection charges, and other utility and service connection charges	Rs.60,000/-
3	Towards formation of society service charges.	Rs.25,000/-
4	Being approximately 12 months provisional outgoings for the payment of a proportionate share of provisional maintenance charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric Bills, etc.,	Rs._____/-
5	For the share of Development & amp, Infrastructures Charges	Rs.60,000/-
6	Being One-time membership fees with respect to the gymnasium/ amenities forming part of the project.	Rs.50,000/-
	Total Rs.	**Rs._____/-**

Over and above the consideration amount interest-free refundable 'Security Deposit' for carrying out interior/furniture work shall be paid to the developers/society to the tune of Rs.1,00,000/- (Rs. One Lakhs only) for the removal of debris and damages done to the common area of the society while carrying out such interior work. The debris removal charges and the cost for repairing the damages, so caused, shall be deducted at actuals. This interest-free Security Deposit shall be refunded to the Allottee/s as per the terms and conditions mentioned in the said Security Deposit. It is categorically agreed by the Allottee/s that the details submitted by the Promoter towards the debris removal charges and the cost for repairing the damages so caused shall be accepted by the Allottee/s without any demur or challenge, and the same shall be final and binding upon the Allottee/s.

15. Within 15 days after an intimating notice is given by the Promoter to the Allottee/s that the said **Apartment** is ready for use and occupancy, all the balance amount towards the entire agreed Sales Consideration

Value shall be considered as due for immediate payment, and further the Allottee/s shall be liable to bear and pay the proportionate share as may be determined by the Society from time to time. Further, it is specifically agreed by the Allottee/s that until the accounts of the collected pass-through charges are utilized and accounts such charges are settled by the Promoter with the Society, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution as agreed hereinabove. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the management of the new building is handed over to the Society.

16. The Allottee/s hereby agree/s that, in the event of any further and other amounts becoming payable to any of the authorities or the State Government, by way of betterment charges, development taxes, or any other payment of a similar nature in respect of the said Premises and/or the Real Estate Project thereon, the same shall be paid/ reimbursed by the Allottee/s to the Promoter, in the proportion of the Area of the said **Apartment** to the ultimate total area of all the Flats/units/ premises in the Real Estate Project.

17. The Promoter shall give possession of the said Apartment to the Allottees on or before 31.12.2028. Provided that the Promoter shall be entitled to a reasonable extension of time for giving delivery of the said **Apartment** on the aforesaid date if the completion of the said building in which the said **Apartment** is to be situated is delayed on account of;
    a. any type of force majeure circumstances that would cause a shortage in services of skilled Labours and/or supply of Building & Construction Materials.
    b. war, pandemic, civil commotion, or an act of God, etc.; and
    c. any notice, order, rule, notification of the Government and/or other public or competent Authority/ Court, etc.

18. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said **Apartment** and offering possession of the said **Apartment** to the Allottee/s after receiving the Occupation Certificate in respect of the floor of the said **Apartment** and the common areas, facilities, and amenities in the Real Estate Project that may be usable by the Allottee/s. Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other amounts/dues

payable by him and meet, comply with, and fulfill all his/ her other obligations under this Agreement.

19. The Promoter shall maintain a separate/designated bank account in respect of sums received by the Promoter from the Allottee/s as an advance or deposit, sums received on account of the share capital for new membership and/or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. The Promoter on its behalf shall offer the possession of the said **Apartment** to the Allottee/s in writing within 7 days of receiving the Occupation Certificate of the Real Estate Project against the payment of the balance Sale Consideration and other amounts payable in terms of this Agreement, to be taken within 15 (fifteen) days from the date of issue of such intimating notice.

21. Upon receiving a written intimation from the Promoter as provided, the Allottee/s shall take possession of the said **Apartment** from the Promoter by executing necessary Indemnities, Undertakings, and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said **Apartment** to the Allottee/s. Irrespective of whether the Allottee/s fails to take possession of the said **Apartment** within the prescribed period, the Allottee/s shall continue to be liable to pay interest on the balance Sale Consideration amounts and maintenance charges and all other charges with respect to the said **Apartment** from the date of the offer of possession and further that thereafter the said **Apartment** shall be at the risk of the Allottee/s in a respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat. Provided further that the Promoter shall be entitled to levy and the Allottee/s shall be liable to bear and pay to the Promoter, holding charges at the rate of Rs.15/- (Rupees Fifteen only) per square feet, per month, calculated on the Carpet Area of the said **Apartment** for the entire period of such delay in taking possession. The Allottee/s agrees and confirms that above said holding charges as stipulated under this Clause, shall be distinct charges and not related to and shall be in addition to Sales Consideration and all other amounts/deposits payable by the Allottee/s to the Promoter under this Agreement.

22. The Allottee/s agrees to pay to the Promoter, simple interest as specified in the RERA and the RERA Rules, on all the delayed payments that become due and payable by the Allottee/s to the

Promoter under the terms of this Agreement from the date the said amount is due and payable by the Allottee/s to the Promoter.

23. If the Promoter fails or neglects to abide by the time schedule for completing the project and handing over the said Premises to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, simple interest as specified in the RERA and the RERA Rules, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Apartment.

24. Without prejudice to the rights of the Promoter to charge and receive simple interest in terms of the clause above, on the Allottee/s committing default in payment on the 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 the concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall have his/ her own option, may terminate this Agreement. Provided that, the Promoter shall give notice of fifteen (15) days in writing to the Allottee/s, by Speed-post or Registered Post A/D at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee / s fails to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further, that upon the termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s the amount received from the Allottee/s (subject to adjustment, deduction, and recovery of mutually agreed liquidated damages @ 2% on the total and aggregate Sales Consideration amount and of all Government levies) within a period of thirty days of the termination, the installments of Sale Consideration of the said **Apartment** which may till then have been paid by the Allottee/s to the Promoter.

25. In the event the Allottee/s is desirous of voluntarily terminating the transaction of sale/purchase of the said **Apartment** as recorded in this Agreement, the Allottee shall give prior written notice of at least 30 (thirty) days to the Promoter stating the Allottee's intention for termination of the transaction of sale/purchase of the said Flat. Upon such termination, the Promoter shall refund to the Allottee/s the

amount received by them without any interest subject to the deduction of

(a) 2% of the total and aggregate Sale Consideration;

(b) the government levies (including GST), truces, and outgoings, if any, due and payable by the Allottee/s in respect of the said **Apartment** up to the date of termination of this Agreement by the Allottee/s;

(c) processing fee and brokerage/commission charges paid, if any, etc. in respect of the deal of the said **Apartment** with the Allottee/s;

(d) the amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination; and

(e) Provided further that, the Allottee/s executes and registers the Deed of Cancellation of this Agreement and simultaneously upon the Allottee/s executing and registering the Deed of Cancellation of the said Flat. The Promoter shall refund the balance amount of the Sale Consideration to the Allottee/s as per the 'Refund Policy' mentioned hereunder.

26. The Allottee/s shall immediately on the Promoter requiring him to do so make sign and submit necessary forms and applications. Affidavits, Declarations, writings, and also to appear before the Sub-Registrar of Assurances and other concerned Authorities in person for the fulfillment of such deeds, forms, etc., and also to enable the Promoter to submit the same to said society so as to accept, admit and enroll the Allottee/s herein as its member/s and shareholder/s. Such applications, forms, etc. shall be signed and executed by the Allottee/s and shall be submitted to the said society only after the Promoter offers possession of the respective Flats to the members of the said society and issues a NOC for applying for the membership of the Society along with the No Dues Certificate. Until the satisfaction and issuance of NOC and No Dues Certificate, the Allottee/s shall not claim, ask for, demand nor shall the Promoter be called upon to admit the Allottee/s as shareholder/s and member/s of the said society.

27. It is further expressly clarified by the Promoter and agreed and understood by the Allottee/s that the Allottee/s shall observe and perform all the bye-laws and/or the rules and regulations of the said society and the provisions of the Declarations and/or notifications under any act, including but not limited to The Maharashtra Co-operative Societies Act, 1960, for protection and maintenance of the said new building and the said **Apartment** and portions therein for the observance and carrying out of the said building rules and regulations

Promoter	**Allottees/s**

and other concerned competent authorities of the Government. It is expressly agreed by and between the parties hereto that any transfer or assignment by the Member/s in breach of the provisions hereof shall not be binding on the Promoter.

28. The Allottee/s hereby agrees and undertakes to bear, pay and discharge all the outgoings, taxes, maintenance charges, NOC, cleaning of water pipes, etc. which may be demanded or claimed by the said society in respect of the said **Apartment** agreed to be allotted under these presents and shall comply, fulfill, observe and perform all the Rules, Regulations and Bye-Laws of the said society including as amended from time to time and shall not dispute or challenge to the same. The Allottee/s shall also sign necessary declarations, confirmations, undertakings, etc., as may be required by the said society.

29. The Allottee/s agree and grant their irrevocable consent that the said project shall always be known as "**Shraddha Paradise**".

30. The Promoter hereby, subject to what is stated in recitals and other parts of this Deed, represents and warrants to the Allottee/s as follows:

    a. The Promoter has the clear and marketable title to the said Property and has valid rights for the development of the said Property and also has actual, physical possession of the entire Property for the development of the said Real Estate Project.

    b. The Promoter has lawful rights and requisite approvals from all concerned competent authorities, including but not limited to the Municipal Corporation of Greater Mumbai, to carry out the development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.

    c. The Promoter states that there are no encumbrances upon the entire Property or the Project except those disclosed on the webpage of the MahaRERA.

    d. There are no lispendens before any Court of Law with respect to the project land or the Project except those disclosed on the webpage of the MahaRERA.

    e. All approvals, licenses, and permits issued by the concerned Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following appropriate processes, rules, and regulations prescribed under the applicable laws. Further, all permissions and approvals to be issued by the MCGM and/or any concerned competent Authorities with respect

to the said Project shall be obtained by the Promoter upon following due processes of all applicable laws and the Promoter has been and shall, at all times shall comply with all applicable laws in relation to the said Project and the entire Property.

f. The Promoter has all rights to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights, title, and interest of the Allottee/s may prejudiced.

g. The Promoter is not restricted in any manner whatsoever from selling the said **Apartment** to the Allottee/s in the manner contemplated in this Agreement.

h. At the time of execution of the handover of the management of the new building to the Society / Association of the Allottee/s, the Promoter shall hand lawful, vacant, peaceful, and physical possession of the common areas under the Project to the Society wherein the Allottee/s shall become bonafide members.

i. The Promoter has duly paid and shall continue to pay and discharge all undisputed governmental cess, 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 all concerned competent Authorities till the issuance of Part/Full Occupation Certificate.

j. No notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order and/or notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/ or the said Project except those disclosed in the title report.

k. The Promoter agrees to and hereby to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, or documentation on the part of the Promoter.

l. If within a period of five years from the date of handing over the said **Apartment** to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said **Apartment** or the said building in which the said **Apartment** is situated then, wherever possible such defects shall be rectified by the Promoter at their 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, compensation for such defect in the manner as provided under RERA.

31. The Allottee/s or himself/herself/themselves with the intention to bring all persons into whomsoever hands the said Apartment may come, hereby covenants with the Promoter as follows:

Promoter	**Allottees/s**

a. The Allottee/s shall use the said **Apartment** or any part thereof or permit the same to be used only for the purpose of residence. The Allottee/s shall use the said **Two Car park slot allotted Podium** (type), allotted if any, only for the purpose of keeping or parking the personal vehicle. The parking of any type of commercial vehicle/s for commercial use or vehicles of third parties shall not be permitted ever.

b. To maintain the said **Apartment** at the Allottees' own cost in good tenantable repair and condition from the date of possession of the said **Apartment** is offered by the Promoter and shall not do or suffer to be done anything in or to the said building in which the said **Apartment** is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said building in which the said **Apartment** is situated and the said **Apartment** itself or any part thereof without the consent of the local authorities and/or the Society.

c. Not to store in the said **Apartment** any explosives and any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building in which the said **Apartment** is situated or storing of which goods are objected to by the concerned local authority, the Society and/or any neighbouring member/resident and shall take extra care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the said **Apartment** is situated, including entrances of the said building in which the said **Apartment** is situated and in case any damage is caused to the said building / common area in which the said **Apartment** is situated, on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach at the costs and expenses of the Allottee/s alone.

d. To carry out at his/her/their own cost all internal repairs to the said **Apartment** and maintain the said **Apartment** 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 or to the said building in which the said **Apartment** is situated which may be contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority and/or body of all the said Premises Purchasers. In the event, the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or body of all the

said Premises Purchasers.

e. Not to demolish or cause to be demolished the said **Apartment** or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said **Apartment** or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said **Apartment** is situated and shall keep the portion, sewers, drains and pipes in the said **Apartment** and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building in which the said **Apartment** is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said **Apartment** without the prior written permission of the Promoter and/or the Society or body of all the **Apartment** Purchasers as the case may be.

f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the entire Property and the said building in which the said **Apartment** is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

g. To confirm and comply with all norms stipulated in the No Objection Certificate issued by the Chief Fire Officer including in respect of the refuge area of the said building.

h. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said **Apartment** in the compound or any portion of the entire Property and the said building in which the said **Apartment** is situated.

i. Pay to the Promoter within fifteen days of demand his/her/their share of the security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building in which the said **Apartment** is situated.

j. To always bear and pay any increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the MCGM and other concerned competent authority and/or Government and/or other public authority, on account of change of user of the said **Apartment** by the Allottee/s for any purpose other than for which it is sold. However, it is clarified that the Allottee/s is/are not entitled to directly and/or indirectly change the user of the said Flat. The above provision is by way of abundance and precaution.

k. The Allottee/s shall not let, sub-let, transfer, assign or part with

interest or benefit factor of this Agreement or part with the possession of the said **Apartment** until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only after the written Consent of the Promoter or body of all the **Apartment** Purchasers, as the case may be.

l. The Allottee/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said **Apartment** 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 Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said **Apartment** in the said building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Allottee/s agree that the aforesaid amount to be collected from the members of the Society shall be collected and paid on an ad-hoc basis till all the Flats/Saleable Components in the said building are sold and the quantum of taxes for the said **Apartment** premises is determined.

m. To agree with the majority and sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Promoter and of the Allottee/s of the other **Apartment** purchasers in the said Building.

n. Till handover of the management of the said building in which the said **Apartment** is situated is executed in favour of Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

o. The recreational zone and fitness center to be constructed in the of the said building/project shall be for the exclusive use of all the bonafide Members of the said Society of the said Project and the same shall not be commercially exploited by any individual member / Allottee/s and shall not be used for any other purpose. The Allottee/s undertakes to comply with all the terms/conditions and stipulations framed by the promoter/Society with respect to the use of the recreational zone and clubhouse/fitness Centre of the said building.

Promoter	**Allottees/s**

The Allottee/s confirm/s and acknowledge/s that all the common amenities shall be maintained and utilized by all the members of the society.

p. The Allottee/s shall/will not claim compensation from any competent authority or from the Promoter in respect of inadequate open space around the said project. The Allottee/s is/are aware and hereby confirms that he/she shall not object to concessions availed by the Promoter for deficiency in open space nor will he/she object to any deficiency in neighborhood development.

q. The Allottee/s confirm the entitlement of the Promoter to construct site offices/sales lounge/viewing gallery on the entire Property and/or within the said building and shall have the right to access the same at any time without any restriction whatsoever until the development of the entire Property has been completed in all respects and the full deve1opment potential has been utilized by the Promoter.

r. It is agreed between the parties that, if the Allottee/s intends to visit the under-construction project then the Allottee/s agrees to follow all the safety precautions during the site visit. It is further clarified that no children below the age of 15 years shall be allowed to enter the site. The Allottee/s hereby undertakes not to hold the Promoter responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or ·wrongful acts or otherwise, during the site visit.

s. The Allottee/s is/are aware that the sample/show **Apartment** if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of showcasing the said Premises, and the Promoter is not liable, required and/or obligated to provide any furniture items, electronic goods, amenities etc. as displayed in the said sample/show Flat, other than as expressly agreed by the Promoter under this Agreement.

t. The Allottee/s has/have satisfied himself/herself/ themselves with respect to the design and materials for the construction of the entire Property as committed by the Promoter and confirm/s further that the details/images mentioned in the brochure/allotment letter are only indicative and for the purpose of actual design, materials, amenities and facilities, the description depicted in this Agreement shall be final.

u. The Allottee/s shall be permitted/allowed to commence interim works in the said **Apartment** only upon obtaining the Occupation Certificate/ Part Occupation Certificate till the floor wherein the said

Apartment is situated and after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement after execution of necessary documents including the Undertaking, Indemnity etc. as may be required by the Promoter. The Allottee/s shall not directly and/or indirectly occupy the said **Apartment** until the Occupation Certificate from the Appropriate Authority is issued.

v. The Allottee/s hereby agrees and declares that prior to commencing the interior work in the said **Apartment** he/she/they shall submit full-fledged drawings with all specifications of proposed work and shall obtain the approval/NOC from the Promoter/Society and shall pay the security deposit as specified hereinabove, which shall be forfeited in the event of non- compliance by the Allottee/s with any of the terms and conditions as stated herein and/ or in the no objection letter of the Promoter or any other binding documents and/or writings executed by and between the Parties hereto with respect thereof. The Promoter and their authorised representative shall be entitled to inspect all interior works carried out by the Allottee. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the said **Apartment** or to the structure, façade, elevation, common area and/or neighbouring units of the said building or any part thereof, the Promoter be entitled and empowered to stop such problematic interior work and the Allottee/s shall not object for such stopping of the interior work without raising any dispute and restore the damage caused to its original condition at the Allottee(s)' costs and expenses.

w. Notwithstanding the other provisions of this Agreement, the Allottee/s hereby confirm/s that the Promoter shall, at their option be fully entitled to nominate any one or more persons including itself or any of its subsidiaries to manage the operation and maintenance of the Real Estate Project to be constructed on the Entire Property, common amenities, common areas, facilities and infrastructure on the Entire Property after the completion of the development of the entire Property. The Promoter shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred / to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by all the Occupants/Allottee/s on a pro-rata basis. Such charges may vary and the Allottee/s agrees that he/she/they shall neither raise any dispute regarding the appointment of any

Facility Management Agency by the Promoter for the said Project nor directly and/or indirectly dispute the payment agreed by the Promoter to be payable to the Facility Management Agency towards the maintenance charges determined by such agency. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee(s)' share of the service charges that may become payable, from time to time. The Allottee/s is/are aware that the Promoter is not in the business of providing services proposed to be provided by the Facility Management Agency. The parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of the services provided by the Facility Management Agency.

x. It is clearly understood and agreed by the Allottee/s that, in the event of resale and/or further transfer of ownership of the said Flat, whatsoever in nature, of the said **Apartment** by the Allottee/s he/she/they shall categorically inform to the new prospective buyer about all the provisions contained herein and the obligations arising hereunder in respect of the said Project/ entire property shall equally be applicable to and enforceable by the new incoming/prospective buyer/ any subsequent Allottee/s of the said Flat, as the obligations go along with the said **Apartment** for all intents and purposes, the allottee shall obtained NOC from Promoter before making any release and or further transfer of the said Apartment.

y. The Allottee/s shall take possession of the said **Apartment** within 7 days of the Developer giving notice to the Allottee intimating that the said **Apartment** is ready for use and occupation. Upon the Allottee taking possession of the said **Apartment** it shall be deemed compliance with the terms of this Agreement, the Allottee shall therefore have no claim against the Developer or the 0wners as regards the quality and quantity of building materials used for construction of the said **Apartment** of the building in which the said **Apartment** are located or also the nature of construction or location or the design or specifications of the said **Apartment** or the materials used in construction of the said building or the said Flat.

aa) It is clearly understood and agreed by the Allottee/s that the Promoter shall appoint third-party contractor(s) for the construction and execution of the said project. In case of defect(s) in construction or workmanship, the developer and the Allottee/s shall collectively approach the third-

party contractor(s) for the rectification of the defect(s). In spite of all the necessary steps and precautions taken when designing and constructing the said project, the concrete slab/ beam(s) may defect due to self-weight, imposed load, creep, and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further, the Allottees/ s may come across cracks in finishing, flooring, celling, gypsum, etc as a result of such slab/ beam deflection and also caused due to any renovation/ and or alteration etc. carried out by the Allottees/s and any other occupant of other apartment/Flats in the said project. The Allottee/s agree(s) and covenant(s) not to hold the Developer liable/ or responsible for any such defects arising out of inherent properties of concrete and /or caused due to any renovation/ and or alteration etc. carried out by the Allottee/s and any other occupant of other apartment/ Flats in the said project and the Allottee/s shall not raise any claim (s) against the developers in this regard.

bb) Provided that if within a period of five years from the date of the Occupation Certificate issued by MCGM or handing over the said **Apartment** to the Allottee/s or from the day of the Developer giving notice to the Allottee intimating that the said **Apartment** is ready for possession whichever is earlier, The Allottee brings to the notice of the Developer any structural defect in the said **Apartment** or the building in which the said **Apartment** are situated and wherever possible and if necessary such structural defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such structural defect then the Allottee shall be entitled to receive from the Developer reasonable compensation for such structural defect as provided under the RERA. Provided that the Developer shall not be held responsible or called to pay compensation or damages in respect of any damage caused to the said **Apartment** or the building in which the said **Apartment** are situated by the natural calamity or by act of God or use of or alteration made in the said **Apartment** by the Allottee and/ or building or normal wear and tear or for the reasons beyond control of the Developer.

32. The Allottee/s shall be entitled to avail loan from a Bank/ Financial Institution and to mortgage the said **Apartment** by way of security for repayment of the said loan to such Bank/ Financial Institution, with the prior written consent of the Promoter. The Promoter shall permit and issue its no objection letter to the Allottee/s to enable him/ her at his/ her sole risk, costs, and expenses to obtain loans from the Banks and/ or the Financial Institutions by mortgaging the said Flat. The Promoter shall, however, be entitled to refuse permission to the Allottee/s for availing any such loan and for the creation of any such mortgage/charge, in the event the Allottee/s has/ have defaulted in

making payment of the Sale Consideration and/or other amounts payable by the Allottee/s under this Agreement.

33. In case if the Allottee/s intends to avail any loan/financing arrangement with any Bank/ Financial Institution, it shall be the sole responsibility and obligation of the Allottee/s to get the loan sanctioned from the proposed Bank/Financial Institution and further ensure that such Bank/ Financial Institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the customized installment payment schedule mentioned in this present **Schedule** hereunder ·written (which will not absolve Allottee/s of his/her/their responsibilities under this Agreement) and the Allottee/s shall be responsible and obliged to arrange, discharge and pay all due amounts prudently to the Promoter notwithstanding any delay or default in issuing the payment by the Bank/Financial institution.

34. It is expressly agreed by the Allottee/s that all the costs, expenses, fees, charges, and taxes in connection with procuring and availing of the said Loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Flat, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) ·with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/ charge on the said **Apartment** until all the amounts including the Sale Consideration, taxes, and other charges and amounts payable in respect of the said **Apartment** have not been paid and the Allottee/s has/have no objection and hereby waives to raise any objection in that regard.

35. The agreements and contracts pertaining to such loan and mortgage shall not impose any liability, responsibility or obligation upon the Promoter in any manner and shall be subject to and shall ratify the rights and entitlement of the Promoter to receive the balance Sale Consideration and other balance amounts payable by the Allottee/s under this Agreement.

36. The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/ Financial Institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee/s hereby

agrees that the Promoter shall have the first lien/ charge on the said property towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee/s hereby further indemnifies and shall keep indemnified the Promoter, its partners, agents, executives and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee/s under this Agreement for which the Allottee/s shall be solely liable and responsible.

37. In the event of any enforcement of security/mortgage by the Bank / Financial Institution, the Promoter shall be entitled to extend the necessary assistance/ support as may be required under applicable law till the extent the title and provided interest of the Promoter is not jeopardize in any manner.

38. After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said **Apartment** 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/s who has taken or agreed to take the said Flat. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said **Apartment** in favour of the Bank/ Financial Institution and hereinafter referred to as "Mortgagee Bank/ Financial Institution" without affecting the said Flat, the Promoter is at liberty to avail loans and financial facilities from the Banks/ Financial institutions/ NBFC or Private parties without any consent or permission or knowledge of the Allottee/s.

39. The Allottee/s hereby categorically agree that upon getting the possession of the said **Apartment** premises, he/she/they, along with all other Allottees and the Existing Members of the said Society, shall observe forever, all the obligations mentioned under the terms and conditions of Intimation of Disapproval and as intimated by the Promoter hereinbelow:

a) The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M.

b) That Building under reference is constructed with deficient open spaces

Promoter	**Allottees/s**

c) That Allottee/s will not object to the development of an adjoining plot in the future with deficient open spaces.

d) That M.C.G.M and its officers are not responsible in case of failure of mechanical parking car lifts etc. in future at any point of time.

e) That the vermiculture bin for disposal of wet waste as per the design and specification of organization/individuals specialized in this field as per the list furnished by solid waste management should be provided forever.

f) That the Promoter shall provide all external amenities in the said building within eight to ten months after giving possession of the Apartment to the Allottee

40. All out of pocket costs, charges and expenses including Registration Charges of and incidental to this Agreement, Goods and Service Tax i.e. (GST), Local Body Tax and all other Government levies shall be borne and paid by the Allottee/s alone. If due to any changes in Government Policy and by virtue of the same any additional and/or any other taxes / rates are levied the same shall also be paid by the Allottee/s alone.

41. 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, 1908 and the Promoter will attend such office and admit execution thereof.

42. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the all parties herein. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time. A waiver does not act as a waiver of any provision or breach on any other occasion.

43. This Agreement, together with all previous writings, Term Sheets and/or any documents executed contemporaneously with it or referred to in it, with respect to the said Flat, constitutes the entire Agreement between the Parties in relation to its subject matter and shall supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.

44. No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initiated by the both the Parties.

Promoter	**Allottees/s**

45. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 ("RERA") and the rules, regulations, office orders, circulars made thereunder and as also subject to all other applicable laws.

46. 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 insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA 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.

47. In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

48. The parties of both parts have defined the Standard Operating Process to deal with Grievance / Complaint and it is categorically agreed by both parties viz. the Promoter and the Allottee/Purchaser that in the event of any grievance/complaint against the opposite part, concerned to any terms/condition of the present covenant, the aggrieved party shall observe the following manner to resolve the issue:

a) As a first approach, the aggrieved party shall communicate his/her/their contention in writing, directly with the other party, seeking written clarification/justification for the grievance and/or corrective action there-off, by providing a specific timeline to the other party and party of both parts herein agree to attend and/or resolve such grievance within a stipulated timeline.

b) In the circumstances of being non-responsive approach by the other party or being not convinced by the clarification/justification provided by the other party, the aggrieved party may approach the 'MahaRERA Conciliation and Dispute Resolution Forum' (MCDRF), as established by the Maharashtra Real Estate Regulatory Authority (MahaRERA) wide its Circular No. 15 of 2018 dated 29-01-2018 and follow the

prescribed 'Procedure of Conciliation'. In the circumstances, the parties of both parties herein categorically agree to attend the hearing of the 'Conciliation Forum', without further extension/delay.

c) Further, in case the dispute between the parties does not settle with the decision taken at the hearing of MCDRF, the aggrieved party may at his / her / their discretion, make an online complaint with MahaRERA, wherein both the parties need to oblige with the Ruling passed by the designated competent authority being Chairman, Member and/or Adjudicating Officer of MahaRERA.

d) It is further agreed that even if the aggrieved party directly moves to MahaRERA with an online complaint then also in the first hearing of the said complaint, they shall prefer the option to refer the complaint to the Conciliation Forum for the earliest result with an amicable settlement and in case there is no amicable settlement at the Conciliation Forum, they shall again move to MahaRERA, wherein both the parties need to oblige with the Ruling passed by the designated competent authority being Chairman, Member and/or Adjudicating Officer of MahaRERA.

e) In the final attempt, in the circumstances, if either party is not convinced and/or does not accept the Ruling / Judgement passed by the designated Chairman / Member of MahaRERA, either party shall be free to approach to Appellate Tribunal of MahaRERA in the prescribed manner for justified resolution of his/her/their grievance/complaint.

49. The Courts in Mumbai shall have exclusive jurisdiction in regard to any of the disputes and differences arising under this Agreement.

50. If any dispute or differences arise between the parties hereto in respect of this Agreement, then the same shall be referred to the sole Arbitrator under 'The Arbitration and Conciliation Act, 1996' or any other modification thereof in force. The Arbitration proceedings shall be held in Mumbai and the same shall be conducted in English Language. Courts in Mumbai shall have exclusive jurisdictions for all purposes.

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

Promoter	**Allottees/s**

Name of the Allottee	
Address of the Allottee	
Notified Email ID of the Allotee	

Name of the Promoter	**SHRADDHA PRIME PROJECTS LTD**
Address of the Promoter	**A-309, Kanara Business Centre Premises Co-operative Housing Society Limited, Link Road, Laxmi Nagar, Ghatkopar (E), Mumbai 400075**
Notified Email ID of the Promoter	**priyanka@shraddhaprimeprojects.in**

52. NOMINEE: -

52.1 The Allottee /s hereby nominates_____] ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the nominee shall assume all the obligations of the Allottee /s under this Agreement and in respect of the said Premises and shall be liable and responsible for performing the same, so far as permissible in law. The Allottee /s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoters/ Developers shall only recognize the Nominee, or the nominee substituted by the Purchaser(s) (if such substitution has been intimated to the Promoters/ Developers in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representative of the Purchaser(s).

52.2 The heirs and legal representatives of the Allottee /s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc., of and/or by the Nominee.

SCHEDULE 1 ABOVE REFERRED TO:(Description of Land)

FIRST SCHEDULE HEREIN ABOVE REFERRED TO

(Description of "the said Properties")

All that piece and parcel of land admeasuring at about 2658 sq.yds equivalent to 2222 sq.mtrs bearing Plot No. 7, bearing Survey No. 16 and 15 (H/2), 145 (H/1), 152, situated at Magathane Village, Borivali (W) in the registration and Sub-District and District of Mumbai suburban.

Promoter	Allottees/s

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO

(Description of "the said Properties")

All that piece and parcel of land bearing Survey No. 16, Survey No. 15, Hissa No. 2 and Survey No. 145, Hissa No. 1 and Survey No. 152, CTS No 63 and 65 and subdivided Plot No.1 admeasuring at about 1222.00 sq.yds., equivalent to 1022 sq.mtrs. in the registration and Sub District and District Mumbai City and Mumbai Sub-urban

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO

(Description of "the said Properties")

All that piece and parcel of land situated at Magathane Village, Borivali (W), Bombay -92, Taluka Borivali, B.S.D. being portion of the property bearing Survey No. 16, Survey No. 15, Hissa No. 2 and Survey No. 145, Hissa No. 1 and Survey No. 152 and bearing subdivided Plot No. 6 admeasuring at about 1583 sq.yds., equivalent to 1324 sq.mtrs. in the registration and Sub District and District Mumbai City and Mumbai Suburban

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO

(Description of "the said Properties")

All that piece and parcel of land bearing Plot No. 5, admeasuring at about 1583 sq.yds equivalent to 1324 sq. mtrs. bearing Survey No. 16, Survey No. 15, Hissa No. 2 and Survey No. 145, Hissa No. 1 and Survey No. 152 and bearing subdivided Plot No. 5, admeasuring at about 1583 sq.yds equivalent to 1324.00 sq.mtrs, CTS No. 63 and 65.

THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO

(Description of "the said Properties")

All that piece and parcel of land including plots no. 7, 1, 5 & 6 described hereinabove in Schedule No. First to Four respectively now collectively forms a single plot hereinafter referred to as Plot A admeasuring 8114.40 Sq.mtr as per approved Layout u/no. CHE/WSII/2778/R/C/302 dated 29th December 2021 as annexed herewith as Annexure - 9, and bearing CTS No.63/1 to 63/5 and 63/7, 63/8 and 63/10 in Village Magathane, Taluka Borivali, Mumbai Suburban District and bounded as under:

On or towards East: ET 4.3 (Railway facility including tracks)

On or towards North: 36.60 Mtr. Highway Borivali Road Bridge

On or towards West: 18.30 Mtr. DP Road

On or towards South: Meghalok CHSL

Promoter	Allottees/s

THE SIXTH SCHEDULE HEREIN ABOVE REFERRED TO

DESCRIPTION OF APARTMENT AND PARKING (if, any)

Apartment **No. _____ admeasuring ____ sq. ft. (RERA Carpet Area) equivalent to _____ sq. mtr (RERA Carpet Area)** on the ____ **floor** in the __ **Wing,** Building Known as **"SHRADDHA PARADISE"** along with ____ **Car Park slot allotted Podium** (type) is to be constructed on the Property.

THE SEVENTH SCHEDULE HEREIN ABOVE REFERRED TO

Above Referred to Here set out the nature, extent, and description of common areas and facilities.

SCHEDULE: AMENITIES

- Vitrified tiling in all rooms
- Antiskid flooring in the Utility area
- Windows with step joint granite framing with Anodised/powder coated.
- Walls with plaster, gypsum, and painted with plastic/luster paint
- Provision for AC points in bedrooms and living room
- Reputed brand concealed wiring with electrical fitting of reputed brand viz switches.
- Provision for TV, internet, water purifier, exhaust fan points etc.
- Fire resistance main door/digital lock and other doors with laminate finish and standard fittings.

KITCHEN

- Granite kitchen main & service platform with marble support and stainless-steel sink
- Dry utility area finished with antiskid vitrified tile with provision for dishwasher points and washing machine points.
- Vitrified dado tiles on the walls above platform.

BATHROOM

- Anti-skid vitrified tiles for all toilet flooring
- Full height glazed designer tiles for dado
- Concealed plumbing with premium CP fitting & sanitary ware.

COMMON AMENITIES & FACILITIES

- Elegant full-height entrance lobby.
- All typical floor lift lobbies with vitrified flooring, Three passengers & one fire lift of reputed make.
- 10.2 feet Floor to floor height with apartments on each floor.
- External wall with waterproof elastomeric paint.
- Podium parking with provision for visitor parking

Promoter	Allottees/s

- Rainwater harvesting, pleasant decorative recreational area and surrounding

SAFETY & SECURITY

- 24 hours security with two security cabins at both entry and exit.
- Firefighting & fire system with two refuse area at different levels for entire building
- Fire sprinklers in each apartment, parking areas & lift lobbies as per norms.
- All common areas supervised by CCTV & Central intercom system

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, the day and year first hereinabove written

SIGNED AND SEALED

BY WITHINNAMED "PROMOTER"

M/s SHRADDHA PRIME PROJECTS LTD

By the hands of its Authorized Signatory/Partner

MR. SUDHIR BALU MEHTA

Authorized by Letter dated _____

In the presence of:

1.

2.

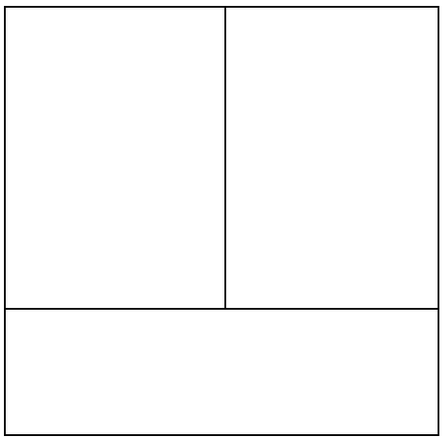
Promoter	Allottees/s

SIGNED AND SEALED

BY WITHINNAMED "ALLOTTEE"

Client Name

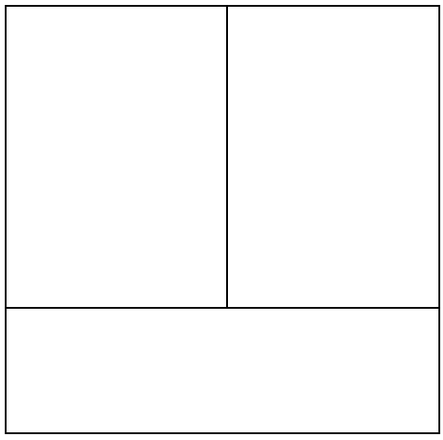
PAN NO. _____



_____

PAN NO. _____

In the presence of:



1.

2.

Promoter	Allottees/s

RECEIPT

RECEIVED of and from withinnamed, the Allottee/s, _____ sum of **Rs._____/- (Rupees _____ Only),** being the Earnest money/part consideration of this Agreement.

SR	CHEQUE DATE	CHEQUE NO	BANK NAME	AMOUNT
TOTAL				

vWE SAY RECEIVED

Rs.

For, SHRADDHA PRIME PROJECTS LTD

MR. SUDHIR BALU MEHTA

Authorised Signatory

DATE:

PLACE:

WITNESSES:

1.

2.

Promoter	Allottees/s