

22.4 The Society and the Developer shall comply with all requirements of law as are applicable to this transaction and Society hereby agrees and undertakes to ensure that the Society and all its members will do and execute all further and reasonable acts, deeds, matters and things as may be required by each party to fully and completely implement the terms and conditions set out herein.

The Society has, in the execution hereof executed a Power of Attorney *inter alia* authorizing the Developer to do and execute all such acts, deeds and ~~things~~ required for commencing and completing the New Building in terms of this Development Agreement and also to deal with M.C.G.M and other authorities for the approval and sanction of the plans of the proposed construction.

For Paradise Tower CHSL			For Shraddha Prime Projects
Chairman	Secretary	Treasurer	Santosh Samant, Director



a. The parties shall not be entitled to terminate, cancel, and revoke these presents or any part thereof or otherwise in any manner whatsoever as the Developer/Society has invested a substantial amount of time/money or effort for the said Project, save and except the exceptions as specified in clause (d) herein. The parties shall be liable to commence and complete the project in the manner stated herein by mutual co-operation and understanding.

b. Further, the Society shall not appoint new developer/agency/contractor for redevelopment of said Properties or for construction of building or any part or activity for any reasons and only the Developer will be entitled to arrange, supervise and get completed the construction work and shall not terminate the present arrangement in any manner provided the development of the said Properties is carried out as per the provisions of this presents.

c. Any differences or issues shall have to be resolved by the Parties mutually as provided without affecting the project in any manner and rights of each party.

d. Provided however that in case of the following events of default, the Society shall first give 30 days 'notice to remedy' for the said default to the Developer, on expiry of 30 days or the Developer failing to remedy the said default the Society shall be thereafter entitled to proceed further as per the clause no 35 & 36 mentioned herein:

EVENTS OF DEFAULT

Stoppage of work on the said Properties/site of the said Society, after obtaining CC, without any legal impediment or valid reasoning for a period exceeding 9 months i.e., abeyance of the site;

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd.	
Chairman	Secretary	Treasurer	Santosh Samant, Director	



The Developer being adjudged insolvent by competent court in India or any proceedings initiated by or against the Developer under the Provision of Insolvency and Bankruptcy Code, 2016

Failure to pay hardship compensation including rent to the members of the society as agreed terms; and

Failure to complete the construction (subject to Force Majeure conditions) and obtaining full Occupation Certificate and handing over of the possession to the Existing Members New Flats within the time frame stipulated under these presents after a further reasonable extended grace period on mutual understanding.

25. During the period of construction of the new building/s on the said properties the developer shall be responsible/ liable for the following:

25.1 For strict compliance of all applicable laws, rules, guidelines, laid down by Central government, state government, local bodies and / or any other laws of land, including bye-laws, Rules and Regulations;

For payment of wages, salaries, labour including all contractors, suppliers, workmen, laborers, employees, supervisors, security personnel, payment to the consultants, specialists, engineers, etc. engaged in the development of and construction of New Buildings on the said properties; employed by the Developer.

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd.
Chairman	Secretary	Treasurer	Santosh Samant, Director



[Handwritten notes and signatures on the left margin:]
 Res
 Reta
 Bri
 HNS
 J.M.W
 P.A.N.
 LTJ
 A.S.
 D.D.K.
 N.V.P.
 K.M.
 N.A.M.
 V.R.M.
 V.S.D.
 A.M.
 ASMITHA
 S.M.
 P.K.
 d.rai

[Handwritten notes and signatures on the right margin:]
 PA
 G.K.P.
 G.N.W.
 Tull
 D.C.D.
 A.S.
 V.A.S.
 NSV
 S.M.W.
 G.K.P.

25.3 For payment of all dues to all persons, workmen etc. engaged in the construction work including payment of any compensation/claims etc. of whatsoever nature.

25.4 For all kinds of acts, deeds, omissions and/or commissions by any and every person engaged in development of and/or construction work on the said properties.

25.5 For adequate insurance of all workmen / staff / laborers / employees / agent, etc. engaged in the construction work and/or for the development of the said Properties and for claims of whatsoever nature including those under the provisions of Workmen's Compensation Act (if applicable) and/or any other law.

25.6 For all or any third-party claim/s in relation to the construction.

25.7 The Developer shall solely and entirely be responsible for any accidents, disaster, catastrophe, calamity, mishap, or any such happenings upon the site or any part thereof. The Developer shall keep Society and all its members indemnified against all such claims, losses and damages in relation to the construction activities.

26. CERTIFICATE OF AREA BY THE ARCHITECT:

Agreed that upon Completion of the building work the actual constructed area i.e., Carpet Area shall be certified by the Architects of the Developer so also by the Architect of the Society and such certification shall be final, binding and conclusive on the parties hereto.

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd
Chairman	Secretary	Treasurer	Santosh Samant, Director



27. PAYMENT OF PROPERTY TAXES IN RESPECT OF THE SAID PROPERTIES:

All properties' tax and other taxes, levies, assessment dues etc., in respect of the said properties up to the Date of demolition of old structure shall be borne and paid by the Society. If any demand for such taxes, levies, assessments, dues etc. in respect of the said buildings and the said properties is received for a period prior thereto, the same shall be borne and paid by the Society without recourse to the Developer and after Date of demolition of old structure, all such taxes, labor welfare cess, levies etc. and the demand made in respect thereof shall be borne and paid by the Developer alone till the date of obtaining of Occupation Certificate of the New Buildings.

Any refundable deposit which the Developer shall have to pay to Municipal Corporation of Greater Mumbai or any other concerned authorities in relation to the development of the said properties whether in the name of the Society, the Developer alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to obtain the same, the Society shall be under an obligation to sign and execute all the necessary papers, documents, writing, applications as may be required by the Developer and in the event, if such deposit is refunded directly to the Society, the said authorities, the same shall be refunded to the Developer forthwith without any excuses.

It is however agreed that any liability under any statute in respect of the flats to be sold by the Developer in the building of the saleable component, the same shall be borne and paid by the Developer alone and in that respect the Developer agrees to indemnify and keep indemnified the Society from any claim that may be made by any authority in respect thereof.

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd
Chairman	Secretary	Treasurer	Santosh Samant, Director



28. VARIATION BETWEEN OFFER DOCUMENTS AND DEVELOPMENT AGREEMENTS:

Agreed that in the event of there being any variation between the Final Offer Letter dated 15th October 2021 and the Development Agreement, the Development Agreement shall prevail upon. In the event of this Development Agreement being silent on any terms etc. what is provided in final offer letter dated 15th October 2021 shall prevail and binding upon the parties.

29. EXECUTION OF TRIPARTITE AGREEMENT:

On signing of Development Agreement & after allotment of flat, Developer will execute Tripartite Agreement with each of the members along with the Society as confirming party in respect of the flat to be allotted to each of such members in the New Building. Such Agreement in any case shall require be executing and registering prior to the Existing Member being required to vacate their respective flats in the Existing Building i.e., the cut-off date that may be agreed upon between the members and the Society.

LIBERTY FOR MODIFICATION:

Agreed that notwithstanding anything stated or provided herein, the parties hereto by mutual agreement shall have full power and discretion to modify, alter or vary the terms and conditions of this Development Agreement in any manner whatsoever as the parties herein may deem fit. Any such changes/ amendments/ modifications shall be binding on the parties only in the event of the same being recorded and/or reduce to writings and the same being signed by both the parties herein which will form supplementary to this Development Agreement and there upon the said writing shall become appendage and part of this Development Agreement.

For Paradise Tower CHSL			For Shradha Prime Projects Ltd
Chairman	Secretary	Treasurer	Santosh Samant, Director



31. HEADINGS:

The headings in this Development Agreement have been included solely for case of reference and shall not be considered in the interpretation or construction of this Agreement.

32. ENTIRE AGREEMENT - AMENDMENTS:

This Development Agreement supersedes all documents and writings (if any) executed/exchanged between the parties hereto in respect of the subject matter hereof. No addition/alteration or amendments to any of the terms condition and provision mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the parties hereto unless the same are recorded in writing and signed by the parties hereto.

33. FURTHER ASSURANCES:

Each of the parties hereto shall without any uncalled hurdles co-operate with the other and execute and deliver such instruments and such document and take such other action as may be reasonably requested from time to time in order to carry out the effect to and confirm the rights under the Development Agreement.

34. NOTICES:

Any notice or other communication of like nature that may be given by one party to other shall always be in writing and shall be served by hand delivery duly acknowledged or to be sent by Registered post with acknowledgement due and by no other mode at the respective addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. Any such communication

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd
Chairman	Secretary	Treasurer	Santosh Samant, Director



shall be deemed to have been served when sent by registered post when actually received by the addressee. There shall be deemed acceptance of communication in case of refusal/evasion of service of the communication.

The respective addresses of the members hereto for service of any notice will be given to the Developer at a later date by Society.

In the case of the Developer: -

M/s. Shraddha Prime Projects Ltd

shraddhakosamgo@gmail.com

In the case of the Society: -

Paradise Tower Co-operative Housing Society Limited,

35. Mediation & Arbitration:

- The parties hereby agree that if either party commits any willful default of the terms and conditions of this Agreement, in that event the aggrieved party shall be entitled to enforce specific performance of these presents, as the case may be and shall be entitled to recover all the costs, charges and expenses that may be incurred by such parties, and damage that might be sustained by such party, on account of the enforcement of the specific performance from the other party.
- It is specifically agreed between the parties hereto that the Parties shall be entitled to seek and enforce specific performance of this Deed, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.
- This Agreement and any disputes or claims arising out of or in connection with its subject matter or

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd.
Chairman	Secretary	Treasurer	Santosh Samant, Director



formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with laws of Republic of India.

d. The Parties hereby agree that courts in Mumbai shall have exclusive jurisdiction in respect of all matters arising hereunder.

If any disputes or differences arise between the parties hereto arising out of this Development Agreement, or as to the rights, obligations, liabilities and duties of the parties hereto or as to the interpretation of this Development Agreement, the same shall firstly be referred to the mediation or common mediator mutually appointed by both parties and if no conclusion is arrived within a period of 180 days then the same shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties. The arbitration shall be conducted at Mumbai, as both the parties are having their offices/premises in Mumbai and the same shall be governed in accordance with provisions of Arbitration and Conciliation Act, 1996. In the event of arriving at any mutual understanding as regards appointment of Sole Arbitrator, parties are entitled to nominate their respective Arbitrator who in turn shall appoint Presiding Arbitrator to conduct the Arbitral proceedings in accordance with the provision of Arbitration and Conciliation Act, 1996 whose Award shall be binding upon the parties.



36.

Subject to the provisions of the arbitration clause herein above it is expressly agreed by and between the parties hereto that any suit, application and/or any other legal proceeding with regard to any matter, claims, differences and for disputes arising out of this agreement shall be filed and for referred to the courts at Mumbai for the purpose of jurisdiction.

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Chairman	Secretary	Treasurer	Santosh Samant, Director



G. K. P.
m
ok

Full
GNN
KLS

22/1/20

$\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$

[Handwritten signature]

A.S.M.
H

31
58

- 1.2

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 $\frac{1}{4} \times \frac{1}{4} = \frac{1}{16}$
 $\frac{1}{16} \times \frac{1}{16} = \frac{1}{256}$



M/s. Shraddha Prime Projects Ltd.:
AAACT6881D

40. The following Annexure form an integral part of this agreement: -

Sr. No.	Annexure	Particulars
1	Ann-1	Names of members, flat no, floor, shares issued with certificate number for New Gajant
2	Ann-2	Names of members, flat no, floor, shares issued with certificate number for Prajakta
3	Ann-3	Names of members, flat no, floor, shares issued with certificate number for ShwetDeepMala
4	Ann-4	Names of members, flat no, floor, shares issued with certificate number for Smitanjali
5	Ann-5	Copies of Resolution passed by all societies for redevelopment of their property by amalgamation & inviting common bid
6	Ann-6	Copy of MOU executed amongst all societies dt 9/01/18
7	Ann-7	Copy of MOU finalized by societies dt 16/01/2018
8	Ann-8	Letter to Rajesh Infra spaces by all soc for Acceptance of his withdrawal
9	Ann-9	Order for Layout Approval
10	Ann-10	Copy of Registration Certificate for Paradise Tower
11	Ann-11	Copy of LOI to Shraddha Prime Projects
12	Ann-12	Copy of SGM Resolution to empower MC to execute DA.
13	Ann-13	List of members, existing CA, new CA with additional free area & tentative purchased area.
14	Ann-14	List of internal & common amenities.

For Paradise Tower CHSL

For Shraddha Prime Projects

Chairman	Secretary	Treasurer	Santosh Samant, Director



15	Ann-15	Ann for Rent, Brokerages, transportation to Members for 48+6 months
16	Ann-16	Ann for Hardship Compensation to the members.

41. Any relaxation or indulgence granted or shown to the Developer shall not, in any way, prejudice the rights of the Society and/or its Members or persons legally claiming through them, and shall not, in any way, add, alter or amend any part of this Agreement.

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 2222sq.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.

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 Suburban.

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

For Paradise Tower CHSL			For Shradha Prime Projects Ltd	
Chairman	Secretary	Treasurer	Santosh Samant, Director	

Handwritten notes and signatures on the right margin, including names like Ann, Ape, G.K.R., Sun, and various initials.

Handwritten notes and signatures on the left margin, including names like Rita, Bari, J.M.W., P.A.N., and various initials.



1324 sq.mtrs. in the registration and Sub District and District Mumbai City and Mumbai Sub-urban

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.

FIFTH SCHEDULE HEREIN ABOVE REFERRED TO

(Description of "the said Properties")

All that piece and parcel of land including plot no. 7, 1, 5 & 6 described hereinabove in Schedule No. First to Four respectively now collectively forms a single plot hereinafter referred 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 63/9 in Village Magathane, Taluka Borivli, Mumbai Suburban District and bounded as under :

On or towards East : ET 4.3 (Railway track)
On or towards North : 36.60 Mtr. Highway Borivli Road Bridge
On or towards West : 18.30 Mtr. DP Road
On or towards South : Meghalok CHSL

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

COMMON SEAL of the within]
named "Society" Paradise]
Tower Co-operative
Housing Society Limited,

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd
Chairman	Secretary	Treasurer	Santosh Samant, Director



was hereunto affixed pursuant
to the Resolutions passed by
the Special General Body
meeting

23/01/2022

1) Mr. Rajendra P Javanjal,
the Hon. Chairman

2) Mr. Ramesh P Deval, the
Hon. Secretary

3) Mrs. Sheela L Talwdekar,
the Hon. Treasurer

Who are authorized to sign
and have put their respective
signatures on these presents
in presence of :

SIGNED, SEALED AND
DELIVERED

By the hand of the within
named "Developer" M/s.
Shraddha Prime Projects Ltd
through its Director viz.

Mr. Santosh S Samant

who are authorized to sign
and has put their respective
signatures on these presents

in presence of - 9/

2020 2023 2022

SIGNED, SEALED AND DELIVERED

By the hand of the within named
within named "Existing Members" of
Paradise Tower Co-operative



For Paradise Tower CHSL			For Shraddha Prime Projects Ltd.	
Chairman	Secretary	Treasurer	Santosh Samant, Director	

Handwritten notes and signatures on the right margin, including names like APP, G.K.P., AS.M., and various initials.

Handwritten notes and signatures on the left margin, including names like Res, P.A.N., and various initials.



ok. 01.01.22

Geetika Pandey
G.K.P.

APP
888

EN.N

Salil

Q

Res.

id

Res

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

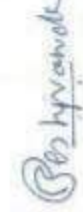
20

21

22

23

24

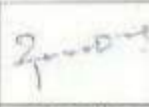
Sr. No.	Name of the Member (as per Share Certificate)	Signature	Thumb Impression	Photograph
1	Smt. Hemalata Murlidhar Bhanushali			
2	Smt. Vrushali Salil Deshpande			
	Shri Salil Prakash Deshpande			
3	Smt. Nayana Kishor Shahiwala			
	Shri Kishor R. Shahiwala			

बरत
2020
Shri Kishor R. Shahiwala



For Paradise Tower CHSL

For Shraddha Prime Projects Ltd.

			
Chairman	Secretary	Treasurer	Santosh Samant, Director

01.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

15.01.22

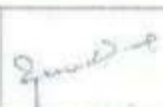
G.K.P.
APP

4	Shri Anil Narayan Karve		
	Smt. Anita Anil Karve		
5	Shri Nayankumar Sharadchandra Vayeda		
6	Shri Dilip Chandrakant Dake		
			
	Shri Prakash Keshav Bhavsar		

बल - २/
२०२२

For Paradise Tower CHSL

For Shraddha Prime Projects Ltd.

 Chairman	 Secretary	 Treasurer	 Santosh Samant, Director
---	--	--	--

Handwritten notes and signatures on the left margin, including names like G.K.P., APP, RD, SNN, and various initials.

Handwritten notes and signatures on the right margin, including names like D.K., P.D.K., and various initials.

G.K.P.
N.P.P.

Page
of 1022
An Patel

12	Smt. Pratibha Vasant Makwana	P.V. Makwana		
	Shri Vasant Lavji Makwana	V. Makwana		
13	Smt. Neelam Vijay Palekar	N.V. Palekar		
	Smt. Deepa Dilip Karnataka	D.D. Karnataka		
14	Smt. Leela Vitthal Bangera	Leela Vitthal Bangera		

delaj
D.D.K.

S.S. Saw
L.T.

C

C

C

C

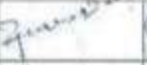
C

C

C



20	20	20
20	20	20
20	20	20

For Paradise Tower CHSL			For Shraddha Prime Projects	
				nd.
Chairman	Secretary	Treasurer	Santosh Samant, Director	



07-06-21
G.K.P.
NPP
SNW

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

7	Shri Ketan Prakash Bhavsar		
8	Smt. Arati Anand Nene		
9	Shri Sudhir Sumant Neroy		
10	Smt. Anila Sheshraj Mane		
			



बल-२/
२०१९
१९९५
१९९५

07-06-21
888
Jain

ASMITA

S.M.-2

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

07-06-21

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd	
				
Chairman	Secretary	Treasurer	Santosh Samant, Director	



01-01-97 G.K.P. APP GNH KES. Rd SPD RP A.S.S. S.D. H.M. S.M. P.A.N. N.A.M. G.G.P. D.P.H. M.R. M.S.	15 Shri Vasant Govind Damle Through CA Shri Makaband Damle M.V.D. (P.O.)	 	01-01-97 G.K.P. APP GNH KES. Rd SPD RP A.S.S. S.D. H.M. S.M. P.A.N. N.A.M. G.G.P. D.P.H. M.R. M.S.
16 Smt. Girija Chandra Bose Girij	 	01-01-97 G.K.P. APP GNH KES. Rd SPD RP A.S.S. S.D. H.M. S.M. P.A.N. N.A.M. G.G.P. D.P.H. M.R. M.S.	
17 Shri Chetan Chandrakant Munj Chand	 	01-01-97 G.K.P. APP GNH KES. Rd SPD RP A.S.S. S.D. H.M. S.M. P.A.N. N.A.M. G.G.P. D.P.H. M.R. M.S.	
18 Shri Jagannath Datta Desai Jag	 	01-01-97 G.K.P. APP GNH KES. Rd SPD RP A.S.S. S.D. H.M. S.M. P.A.N. N.A.M. G.G.P. D.P.H. M.R. M.S.	
19 Shri Rakesh Dattatray Patil Rakesh	 	01-01-97 G.K.P. APP GNH KES. Rd SPD RP A.S.S. S.D. H.M. S.M. P.A.N. N.A.M. G.G.P. D.P.H. M.R. M.S.	

THE JOINT S
SECRETARY
SHRADDHA PRIME PROJECTS LTD
MUMBAI

2020 29/12/2020

For Paradise Tower CHSL			For Shraddha Prime Projects Ltd.	
				
Chairman	Secretary	Treasurer	Santosh Samant, Director	

SHRADDHA PRIME PROJECTS LTD
MUMBAI