AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, 2025;

BETWEEN

M/S. SHRADDHA PRIME PROJECTS LIMITED Pan No: **AAACT6881D** a Private Limited Company, Registered under the Companies Act 1956 and represented by its Authorized Signatory/Director **MR. SUDHIR BALU MEHTA** having its office at **A-309, Kanara Business Centre Premises CS Limited, Link Road, Laxmi Nagar, Ghatkopar (East), Mumbai – 400 075,** hereinafter referred to as "**THE PROMOTERS",** (which expression shall unless it repugnant to the context or meaning thereof shall be deemed to mean and include its successor/s and permitted assigns) **OF THE FIRST PART.**

AND

_____, Pan No.: _____**,** is residing at _____**,** hereinafter referred to as the **"ALLOTTEE/S"**, (which expression shall unless it repugnant to the context or meaning thereof shall be deem to mean and include her/his/their heirs, executors, administrators, and assigns) **OF THE SECOND PART;**

The Promoters and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

Promoters	Allottee's

(a) At the relevant time 1) Jaidevsingh Narayansingh and 2) Gurudevsingh Narayansingh were the owners of the land bearing Survey No,194(p), C.T.S. No. 396, 396/1 to 396/59 area admeasuring about 4521 Sq. Mtrs situated at Subhash Road, village Kanjur, Bhandup West, Mumbai 400078. (hereinafter referred to as the **"said old plot"**).

(b) By virtue of the Conveyance Deed dated 09/03/1989, whereby 1) Jaidevsingh Narayansingh and 2) Gurudevsingh Narayansingh as the Vendor/Party of the First part therein, Manmohan Walia as the Confirming Party/Party of the Second Part therein sold, conveyed and transferred all their rights, title and interest with respect to the said old plot in favour of M/s. Jalaram Construction Company is a partnership firm as the Purchaser/Party of the Third Part therein and the same was duly registered with the office of Sub-Registrar of Assurances at Mumbai, under serial no. **PBBJ-1220/1989** (hereinafter referred to as **"Conveyance Deed"**)

(c) By virtue of the Development Agreement dated **27/03/2007** read together with the Deed of Confirmation dated **17/10/2008,** M/s. Jalaram Construction Company through its partners 1) Premji Morarji Ruparel, 2) Kirit Premji Ruparel, 3) Jayesh Premji Ruparel and 4) Bhavesh Premji Ruparel transferred and assigned all their development rights, title, and interest in favour of **M/S. JAYSHREE BUILDER**s through its partners 1) Jayshree Ramesh Mehta, 2) Malika Deepak Mehta, 3)Taralaxmi Amrutlal Mehta, and 4) Ketan Ramesh Mehta through its constituted attorney 1)Ramesh Amrutlal Mehta and 2) Deepak Ramesh Mehta. The same was duly registered with the office of Sub–Registrar of Assurances at Kurla-2, under serial no. **BDR-7/4926/2008** on **17/10/2008** (hereinafter referred to as **"Deed of Confirmation"**).

(d) By virtue of Deed of Rectification dated 20/03/2009, whereby M/s. Jalaram Construction Company as the Party of the First Part therein and M/s. Jayshree Builders as the Party of the Second Part therein, the parties thereto rectified the area from 5382 sq. mtrs (as mentioned in the said Deed of Confirmation) to 5188 sq. mtrs and the same was duly registered with Sub-Registrar of Assurances at Kurla-2 under Document Serial No. **1322/2009** on **20/03/2009** (hereinafter referred to as **"Deed of Rectification").**

(e) By virtue of Deed of Rectification cum Declaration dated **12/06/2009,** whereby 1) Jaidevsingh Narayansingh and 2) Gurudevsingh Narayansingh through their power of attorney holder Jayesh Premji Ruparel as the party of First Part and M/s. Jalaram Construction Company through Partner Kirit Premji Ruparel as the party of the Second Part therein, the parties thereto declared and rectified the area from 4521 sq. mtrs (as mentioned in Conveyance Deed) to 5194.10 sq. mtrs (as per C.T. Survey record) and the same was duly registered with Sub-Registrar of Assurances at Kurla-1

under Document Serial No. **BDR-3/5182/2009** on **12/06/2009** (hereinafter referred to as **"Deed of Rectification and Declaration"**).

(f) Subsequently, M/s. Jalaram Construction Company agreed to sell their rights with respect to Survey No. 194(p), C.T.S. No.396, 396/1 to 396/59, area admeasuring about 5194.10 Sq. Mtrs, situated at Subhash Road, village Kanjur, Bhandup West, Mumbai 400078 (hereinafter referred to as "**the said Plot"**) in favour of M/s. Shraddha Prime Projects Limited, for the terms and conditions agreed between the parties therein. In furtherance to the said transaction, a Consent Letter dated **01/06/2022** was issued by M/s. Jayshree Builders in favour of M/s. Shraddha Prime Projects Limited (**the "said Consent Letter"**).

(g) Vide the said Consent Letter dated 01-06-2022, M/s. Jayshree Builders granted its consent to sell the said Plot together with the right to develop the said Plot in favour of M/s. Shraddha Prime Projects Limited is subject to safeguarding their subsisting rights under the said Development Agreement and on the condition that the said Plot is to be developed on the terms and conditions as may be mutually agreed between M/s. Shraddha Prime Projects Limited and M/s. Jayshree Builders.

(h) By virtue of the Sale Deed dated **01/06/2022**, whereby **M/s. JALARAM CONSTRUCTION COMPANY** through its partners 1) Mrs. Laxmi Premji Ruparel, 2) Mr. Kirit Premji Ruparel, 3) Mr. Jayesh Premji Ruparel, 4) Mr. Bhavesh Premji Ruparel, 5) Mr. Ashok Premji Ruparel and 6) Mrs. Saroj Vikram Thakkar sold, transferred, and assigned all their rights, title, interest and benefits with respect to the said plot in favour of **M/s. SHRADDHA PRIME PROJECTS LIMITED** and the same was duly registered with Sub-Registrar of Assurances at Kurla-3 under Document Serial No**.KRL-3/9841/2022** on **01/06/2022** (hereinafter referred to as **"Sale Deed"**).

(i) In pursuance of the said Sale Deed **M/s. JALARAM CONSTRUCTION COMPANY** through its partners 1) Mrs. Laxmi Premji Ruparel, 2) Mr. Kirit Premji Ruparel, 3) Mr. Jayesh Premji Ruparel, 4) Mr. Bhavesh Premji Ruparel, 5) Mr. Ashok Premji Ruparel and 6) Mrs. Saroj Vikram Thakkar executed a separate Power of Attorney dated **01/06/2022** in favour of Mr. Sudhir B. Mehta, director of **M/s. SHRADDHA PRIME PROJECTS LIMITED** and the same was duly registered with Sub-Registrar of Assurances at Kurla, under Document Serial No. **KRL-3/9844/2022** (hereinafter referred to as **"Power of Attorney"**).

(j) By virtue of Memorandum of Understanding dated **07/07/2023** read with **Arbitral Award** dated **12-12-2023** executed between M/s. Shraddha Prime Projects Limited and M/s. Jayshree Builders wherein both the parties have agreed to develop the said project on Area Sharing Arrangement. It has also been decided between the parties that M/s. Jayshree Builders authorizes the Promoters herein to register the said project with MahaRERA under its name and represent himself as the

Promoters for the said project. (Hereinafter referred to as **"Memorandum of Understanding").**

(k) By virtue of the said Sale Deed, the Promoters is absolutely seized and possessed of and well and sufficiently entitled to develop the said Land in accordance with the recitals hereinabove.

(l) The Promoters have obtained the final layout plan approvals for the Project from the Slum Rehabilitation Authority. The Promoters agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 of the Act and other laws as applicable; However, due to certain planning constraint, if plans are amended/services are amended on the said land/project; the Allottee/s will not raise any objection for the same as Allottee has given his/her/ their consent for the same. However, such change will not have any impact on the area of the Allottee.

(m) The Promoters are undertaking the redevelopment of the said Property under the provisions of Regulation 33 (10) read with Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 or any other provision under the DCR (hereinafter shall be referred to as "the DCR, 1991 and/or DCR 2034"). It is clarified that the term "DCR, 1991 and/or DCR, 2034", wherever the same appears hereinafter shall be deemed to mean and include the Development Control Regulations for Greater Mumbai, 1991 or DCPR 2034 or any statutory modification or re-enactment thereof in accordance with the provisions applicable laws. Reference to any provisions of the DCR, 1991 or DCPR 2034 herein, shall be deemed to mean a reference to the corresponding provisions of the re-enacted/modified development control regulations.

(n) The said Property is declared as a slum area by virtue of notifications issued under the provisions of the Maharashtra Slum Areas (Improvement, Clearance, and Redevelopment) Act, 1971.

(o) The Various structures were standing on the said Property which was occupied by various slum dwellers (hereinafter be referred to as "THE SLUM DWELLERS").

(p) The Slum Dwellers occupying the slum structures had in furtherance of their intent to get the said Property redeveloped, agreed to form themselves into a co-operative housing society viz. AMRUTSRUSHTI SRA CO-OPERATIVE HOUSING SOCIETY (Prop) which is now registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing no. MUM/SRA/HSG/TC/12597/2015, dated-15/04/2015, and now known as AMRUTSRUSHTI SRA CO-OPERATIVE HOUSING SOCIETY (hereinafter

shall be referred to as “the said Society”).

(q) The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the Promoters regarding the said Plot on which the Project is to be constructed.

(r) The Promoters are entitled and enjoined upon to construct the residential cum mercantile/commercial building/s on the said Plot in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted by the Corporation/Slum Rehabilitation Authority vide Commencement Certificate bearing No. **SRA/ENG/3839/S/PL/AP** dated **09/03/2023** including such additions, modifications, revisions, and alterations therein, if any, from time to time as may be approved by the Planning Authorities. A copy of the commencement certificate is annexed herewith as **“ANNEXURE**.

(s) The Promoters have proposed to construct on the said Plot a building project known as “**SHRADDHA PALACIOUS**” having Ground + 39 upper floors, on the said plot.

(t) The Allottee/s has/have applied for an **FLAT BEARING NO. 3706** on the **37TH** Floor to admeasuring, **1BHK, 383 square feet** i.e. **35.58 square meters** (Rera Carpet Area) **Wing B**, (hereinafter referred to as “the said Flat”) of the Building project called “**SHRADDHA PALACIOUS**” (hereinafter referred to as the said “BUILDING”) being constructed of the said project, by the Promoters.

(u) The Promoters have entered into a standard Agreement with an Architect **SS ASSOCIATES** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

(v) The Promoters have appointed **NEXUS PROJECT SOLUTIONS PVT. LTD,** as a Structural Engineer for the preparation of the structural design and drawings of the buildings, and the Promoters accept the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

(w) By virtue of the said Development Agreement read with Confirmation Deed, Memorandum of Understanding, and Arbitral Award the Promoters have the sole and exclusive right to sell the Flats and Other Flats of their part as per proposed building to be constructed by the Promoters on the said Plot and to enter into Agreement with the Allottee/s of the said Flats, and Other Flats therein and to receive the sale price in respect thereof.

Promoters	**Allottee’s**

(x) On-demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said Plot and the plans, designs, and specifications prepared by the Promoters Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 ((hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder.

(y) The authenticated copy of Certificate of Title **Advocate Satyam Dubey** to the Promoters, showing the nature of the title of the Promoters to the said Plot on which the Flat is to be constructed has been annexed hereto and marked as **ANNEXURE**.

(z) The authenticated copies of the plans of the Layout, according to which the construction of the buildings and open spaces are proposed to be provided for on the said Project have been annexed hereto and marked as **ANNEXURE**.

(aa) The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE**.

(bb) The Promoters have got some of the approvals from the concerned local authority/s to the plans, specifications, elevations, sections, and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain a Building Completion Certificate or Occupancy Certificate of the said Building.

(cc) 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 Promoters while developing the said Plot and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(dd) The Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

(ee) The carpet area of the said Flat is _____ **Sq. Meters** and "Carpet Area" means the net usable floor area of an Flat, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat.

Promoters	**Allottee's**

(ff) The Parties relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereafter.

(gg) Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters a sum of _____**),** being part payment of the sale consideration of the Flat agreed to be sold by the Promoters to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoters the balance of the sale consideration as per the Payment Plan in the manner hereinafter appearing.

(hh) The Promoters have registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is **P51800052241.** The authenticated copy of the Registration Certificate is annexed herewith as **ANNEXURE**.

(ii) Under Section 13 of the said Act, the Promoters are required to execute a written Agreement for Sale of said Flat with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.

(jj) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agree to sell, and the Allottee/s hereby agree(s) to purchase the said Flat;

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

1) PROMOTERS RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S: -

1.1) The Promoters shall construct the said **"SHRADDHA PALACIOUS"**, consisting of **Ground + 39 upper floors** on the said Plot in accordance with the plans, designs, and specifications as approved by the concerned local authority. The Promoters during the course of carrying out the construction of the said building, shall submit further revised and amended plans for approval to the SRA and thereunder contemplate construction of additional upper floors and/or such other alteration in the structure of said proposed new building and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Plot to its fullest extent.

Promoters	**Allottee's**

1.2) The Promoters even though shall have the right to make amendments and revisions in the layout plan and/or additions and alterations in the structure of the building as stated in clause 1.1 above, Promoters while exercising the said right shall not cause any alteration and/or reduction in the agreed area of the said Flat of the Allottee/s except that on account of working tolerance limits of the proposed constructions of the buildings, the total area of the said Flat agreed to be sold to the Allottee/s may be reduced up to a maximum of three percent of the RERA carpet area and in that event, the Allottee/s will be deemed to have given consent for such reduction in an area without any claim for compensation for such reduction. Similarly, there is the possibility of an increase in the area of the Flat on account of the working tolerance limits of the proposed constructions of the buildings after the completion of the construction of the Flat, and for such an increase in area and no extra consideration for a variation upto three percent is payable for the same. If there is any reduction in the carpet area of more than three percent then Promoters shall refund the excess money paid by Allottee/s 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/s. If there is an increase of more than three percent in the carpet area allotted to Allottee/s, then the Promoters shall demand an additional amount from the Allottee/s for the total increased area and the Allottee/s shall pay the same within seven days from the date the payment is demanded by the Promoters. All these monetary adjustments shall be made at the same rate per square mtrs as agreed and mentioned in Clause (2.1) of this Agreement. Allottee/s shall not be entitled to the possession of said Flat unless charges as aforesaid are paid by the Allottee/s to the Promoters.

2. ALLOTMENT OF FLAT AND PAYMENT OF CONSIDERATION:

2.1) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s **FLAT BEARING NO.** _____ on the ____ Floor to admeasuring, ___**BHK,** ____ **square feet** i.e. ____ **square meters** (Rera Carpet Area) **Wing** ___, as per the approved plans of the said building project known as **"SHRADDHA PALACIOUS"** (hereinafter referred to as the **"said Flat"**) more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked **ANNEXURE** for the Sale consideration of Rs._____**) (Nil Car Park Slot allotted)** being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent, and description of the Common/limited common areas and facilities which are more particularly described in the SCHEDULE III annexed herewith.

2.2) The purchase price of the Flat as mentioned above, is determined based on the above-referenced carpet area of the Flat which

Promoters	**Allottee's**

Allottee/s agree/s and confirm/s. Thus, the other appurtenant areas such as the terrace if any, balcony if any, service shaft if any, and exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

2.3) The Allottee/s has/have paid on or before execution of this agreement a sum of **Rs._____)** and hereby agree/s to pay to the Promoters the balance amount of purchase consideration of **Rs._____)** in the following manner:-

PAYMENT SCHEDULE / PLAN

TOTAL AMOUNT	**Rs. ____/-**
AMOUNT RECEIVED	**Rs. ____/-**
BALANCE AMOUNT	**Rs. ____/-**

(Annexure A): (Payment Schedule)Sr. No.	**%**	**PARTICULARS**
1	**10%**	On Booking
2	**10%**	At time of Excavation
3	**10%**	At time of Agreement
4	**15%**	Completion of Plinth
5	**1%**	Podium 1 / Ground Floor
6	**1%**	Completion on 1st Slab
7	**1%**	Completion on 2nd Slab
8	**1%**	Completion on 3rd Slab
9	**1%**	Completion on 4th Slab
10	**1%**	Completion on 5th Slab
11	**1%**	Completion on 6th Slab
12	**1%**	Completion on 7th Slab
13	**1%**	Completion on 8th Slab
14	**1%**	Completion on 9th Slab
15	**1%**	Completion on 10th Slab
16	**1%**	Completion on 11th Slab
17	**1%**	Completion on 12th Slab
18	**1%**	Completion on 13th Slab
19	**1%**	Completion on 14th Slab
20	**1%**	Completion on 15th Slab
21	**1%**	Completion on 16th Slab
22	**1%**	Completion on 17th Slab
23	**1%**	Completion on 18th Slab
24	**1%**	Completion on 19th Slab
25	**1%**	Completion on 20th Slab
26	**1%**	Completion on 25th Slab

Promoters	**Allottee's**

27	**1%**	Completion on 30th Slab
28	**1%**	Completion on 35th Slab
29	**1%**	Completion on 39th Slab / Completion on Terrace Slab
30	**5%**	Completion of Walls, Brick Work, Internal Plaster, Color and Flooring, Door of the said Building
31	**5%**	Completion of the Sanitary fittings, staircases, lift
32	**5%**	Completion of plumbing and external plaster
33	**5%**	Completion of the lifts, water pumps, electrical fittings
34	**10%**	At the time of handing over of the possession
35	**100%**	**TOTAL**

2.4) The total price/consideration as mentioned in clause (2.3) above excludes all taxes/levies such as value-added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax, and/or such other taxes that may be levied any time, hereinafter in connection with construction/development of said project upon Said Plot payable by the Promoters, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said Flat, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said Flat. In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of the said Flat.

2.5) The Total Price/consideration is escalation-free, save and except escalations/increases, due to 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 Promoters undertake and agree that while raising a demand on the Allottee/s for an increase in development charges, cost, or levies imposed by the Competent Authorities, etc. The Promoters shall enclose the said notification/order/rule/regulation published/ issued on that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Unless said demanded an increase in development charges, costs, or levies are paid by the Allottee/s to the Promoters he/she/they/it shall not be entitled to the possession of the said Flat.

2.6) The Promoters have allowed a rebate in the purchase consideration and for early payments of the installments payable by the Allottee/s

by discounting such early payments by which the respective installment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments schedule and payment plans have been worked out by the Parties hereto. The Promoters have also arrived at the price taking into account the request of the Allottee/s for concessions and for passing on the benefit that the Promoters may receive towards input credit on the G.S.T. payments made and/or to be made by the Allottee/s and the Allottee/s having availed of the said concessions has agreed and undertaken not to claim any further benefit rebate or refund of any amounts of money as may be paid towards G.S.T. or of whatsoever nature, furthermore, the allotee/s is/are aware of the said facts.

2.7) In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Flat the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Promoters through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoters bank details as mentioned in the clause 2.12 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee/s agrees that in the event the Allottee/s avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee/s shall do so at his/her own cost and expense whatsoever and shall not hold the Promoters liable/responsible for any loss/defective service/claims/demands that the Allottee/s may have incurred due to the Services so availed. Any delay of Home Loan disbursement towards the said Flat of the Allottee/s from any Bank/Financial Institutions shall be treated as delayed payment/default and interest will be levied as per the rules.

2.8) If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honored for any reason whatsoever, then the same shall be treated as default under these presents and the Promoters may at its option be entitled to exercise the recourse available thereunder. Further, the Promoters may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for the first instance and for the second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.

Promoters	**Allottee's**

2.9) The Allottee/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoters may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his/her/their/its payments in any other manner.

2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clauses 2.1 and 2.3 above as per the respective installment and as & when it shall mature for payment. The payment of the concerned installment is linked with the stage-wise completion of the said building. Upon completion of each stage, the Promoters shall issue a demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (seven) days Allottee/s shall make the payment of the respective installment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (seven) days, the Promoters shall become entitled to take all such legal steps for breach of contract as contemplated under the provisions of the Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.

2.11) As per the payment schedule given hereinabove, purchase price has become due and payable. The Allottee/s therefore has/have paid/agreed to pay the said entire due amount within 7 days from the date of execution and registration of this agreement. Upon failure of Allottee/s in making payment of said due amount the consequences as stipulated in clause above and/or clause 7 below shall become applicable and effective.

2.12) All payment shall be made by Allottee/s by drawing cheque/ DD/ RTGS/ NEFT in the name of _ **- SHRADDHA PALACIOUS RERA COLLECTION ACCOUNT NO : 2302253150612286, IFSC : AUBL0002531, Branch address : Mulund (W) Mumbai** or other account as Promoters may intimate subsequently to the Allottee/s. The Allottee/s shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.

2.13) Allottee/s shall deduct tax at source on the payment made at the prevalent rate, if applicable, and furnish a TDS certificate to Promoters within seven (07) days of such deduction being made.

Promoters	**Allottee's**

2.14) Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless the bank instrument is cleared, and the funds mentioned therein reach the stated bank account of the Promoters or in the account as Promoters subsequently intimated to the Allottee/s.

3) RESERVATION FOR CAR PARKING: -

3.1 Allottee/s has requested for reservation of **ZERO** car parking (the "car parking") to be used to park its vehicle. Accordingly, the Promoters hereby reserve car parking for the exclusive use of Allottee/s. The car parking is subject to the final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession based on the final plan.

OR

Allottee/s has informed the Promoters that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Flat. Allottee undertakes, assures, and guarantees not to claim any car parking space in the said project in the future, nor raise any objection to the use of car parking by other Allottees and also waive of his /her/ their all right to make claim of car parking spaces under any circumstances and or law.

3.2 Allottee /s undertakes and assures not to object in case of change in the present location of said car parking space as per Occupancy Certificate.

3.3 Allottee/s shall not be allowed to allot/transfer/let out said car parking to any outsider/visitor i.e. other than the Flat Allottee of said Flat.

3.4 Allottee/s shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

3.5 The said car parking space shall be used only for the purpose of parking motor vehicles and not for any other purpose.

4) ADHERENCE TO SANCTION PLAN: -

The Promoters hereby agree to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the said

Promoters	**Allottee's**

corporation occupation and/or completion certificates in respect of the Flat.

5) TIME IS ESSENCE FOR BOTH PROMOTERS AND ALLOTTEE/S: - Time is of the essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the schedule for completing the project and handing over the Flat to the Allottee/s after receiving the occupancy certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters.

6) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:-

6.1 The Promoters hereby declare that the total Built-up area available as on date in respect of the said Plot is **18800** square meters only and the Promoters have planned to utilize the Floor Space Index of **13758.30** by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters has disclosed the Floor Space Index of **5041.70** as proposed to be utilized by him on the said Plot in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of Flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

6.2 The Allottee/s have been explained and made aware of the available FSI on the said Plot and the additional FSI, and Transferable Development Right, (hereinafter referred to as "TDR") Incentive FSI OR any other forms of FSI which may be availed thereon. Until conveyance of the said Plot in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization, if the FSI/Floor Area Ratio in respect of the said Plot is increased and/or additional construction is possible on the said Plot on account of FSI and/or TDR originating from the said Plot, on account of portions thereof under D. P. Road/setback and/or TDR/ FSI of other properties being available for being used on the said Plot (and/or on the amalgamated property, as the case may be) the Promoters shall be entitled to utilize such additional FSI, including by amending the present layout of the said Plot subject to the necessary permission/sanction being granted by the concerned authorities.

Promoters	**Allottee's**

6.3 i. The Allottee/s are well aware that the sale buildings are connected/ attached by an internal 9.00 mt Road and shall be used by the Allottee/s, members of the housing society of flat Allottee/s of the sale buildings, along with residents/occupants/allottees of Rehab buildings, members/users/visitors of Matoshri Hall, devotee/visitors of Bhandup Mandir Sabha and tenants/ occupants/ residence. Furthermore, neither Allottee/s nor association/ society / registered organization of Allottee/s of the sale buildings shall object or raise any kind of objections for use of the said 9.00 mt Road by the residents/occupants/allottee/s of Rehab buildings, members/users/visitors of Matoshri Hall, devotee/visitors of Bhandup Mandir Sabha and tenants/ occupants/ residence. The said 9.00 Mts. layout Road is specifically shown with the red hatch lines in the plan for identification and demarcation. The copy of the said 9.00 Mts. layout Road is specifically shown with the red hatch lines in the plan for identification and demarcation.

ii. The Allottee/s are aware that the said internal 9.00 mts Road shall be used and occupied by the Allottee/s, and housing society of the sale buildings, along with residences/occupants/allottees/ society of Rehab buildings, trust/trustees of Matoshri Hall, trust/ trustees of Bhandup Mandir Sabha and tenants/ occupants/ residence/ landlord for ingress and egress and not for parking of their cars/vehicles on said internal 9.00 mts Road.

iii. The Allottee/s are aware that the said internal 9.00 mts Road shall be jointly repaired and maintained and all facilities by the Allottee/s, members of the housing society of Allottee/s of the sale buildings, along with residences/occupants/allottees/ society of Rehab buildings, trust/ trustees of Matoshri Hall, trust/ trustees of Bhandup Mandir Sabha and tenants/ occupants/ residence/ landlord or any authorized person/s on their behalf.

iv. The Allottee/s is/are well aware that the septic tank [more particularly shown in the approved plan of the buildings which may change or be revised from time to time] is common for the sale buildings and Rehab buildings.

v. The Promoters has all the right and authority to allot or sell the respective premises of its choice to any perosn/s and the Allottee/s shall not object to the same.

vi. The Allottee/s is/are well aware that the developers/ Promoters shall provide certain amenities/facilities for the flat/ shop Allottee/s of sale buildings comprising A wing and B wing and the Allottee/s shall not object to the same.

vii. The Allottee/s is/are well aware that the developers/ Promoters shall form and register one housing society/ organization for both A wing and B wing of the sale buildings as per law.

Promoters	**Allottee's**

7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE: -

7.1) If the Promoters fail to abide by the schedule for completing the project and handing over the said premises to the Allottee/s, the Promoters agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Promoters shall send the Demand Notice to the Allottee/s at the address given by the Allottee/s in this Agreement whenever such installments have become due and payable and the Allottee/s shall be bound to pay the amount of the installments within 7 (seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed Post/Hand Delivery/Email, whichever is earlier. In the event of the Allottee/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Allottee/s and the Allottee/s agree/s to pay to the Promoters, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters.

7.2) Without prejudice to the right of the Promoters to charge interest in terms of sub-clause (7.1) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoters shall at its option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then, at the end of such notice period, Promoters shall be entitled to terminate this Agreement.

Provided further that, upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 days of the termination, the installments of sale consideration of the Flat which may till then, have been paid by the Allottee/s. It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoters of the termination clause and

accordingly, thereafter Promoters shall be at liberty and shall have all legal rights to allot and/or sell/transfer the said Flat to any third party Allottee/s upon such terms and conditions as may be deemed fit by the Promoters. The Allottee/s shall not be entitled to raise any dispute or objection for such third-party allotment of the said Flat by the Promoters. The Promoters shall within 30 days of termination refund to the Allottee/s the amount paid by the Allottee/s subject to the following deductions:

i) 10% of the Purchase Price (which is to stand forfeited to the Promoters upon the termination of this Agreement);

ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Flat up to the date of termination of this Agreement;

iii) Processing fee and brokerage paid if any etc. in respect of the said Flat;

iv) The amount of interest payable by the Allottee/s to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

v) Pre-EMI interest, if any, paid by the Promoters on behalf of the Allottee/s under a particular scheme;

vi) In the event that the resale price of the said Flat to a prospective Allottee/s is less than the Purchase Price mentioned herein, the amount of such difference; and

vii) The costs incurred by the Promoters in finding a new buyer for the said Flat. The Promoters shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their rights, title, and interest to immediate ejectment as trespassers. The decision of the Promoters in this respect shall be final and binding upon the Allottee/s, which the Allottee/s agrees to and undertakes not to dispute in any manner whatsoever.

7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoters shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties

further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoters' right to forfeit and refund the balance to the Allottee/s and the Promoters' right to sell/transfer the Flat including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title, and/or interest in the Flat and/or Car Park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoters in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

7.4) In the event that the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoters expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoters along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoters, the procedure and consequences upon termination as contemplated in clauses (7.2) and (7.3) above shall become automatically applicable and the refund of the purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE: -

8.1) The Promoters shall provide to the said Flat the amenities, fixtures, and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

9) POSSESSION DATE: -

9.1) The Promoters shall give possession of the Flat to the Allottee/s on or before **31/12/2027** exclusive of a grace period of six months as per provisions of Maha RERA. If the Promoters fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand, to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest to be paid by the Promoters at the same rate as may be mentioned in the clause (7.1) herein above from the date the Promoters received the sum till the date the amounts and interest thereon are repaid, subject to Allottee/s simultaneously executing registered cancellation agreement, inter-alia, cancelling this agreement.
Provided that after receiving full consideration from the allottee/s the Promoters shall provide No Dues/Full Clearance Certificate to the Allottee/s, and the Allottee/s shall submit the same to the

Promoters on which after receiving the same the Promoters shall handover Peaceful Possession of the said flat to the Allottee/s.

Provided that the Promoters shall be entitled to a reasonable extension of time for giving delivery of the Flat on the aforesaid date if the completion of the building in which the Flat is to be situated is delayed on account of

a) Non-availability of steel, cement, other Building materials, or labour at market competitive prices; and/or

b) Non-availability / shortage of water or electric supply; and/or

c) War, civil commotion, strikes of workmen or laborers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by the Promoters; and/or

d) Any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; and/or

e) Delay in issuing any permission, approval, NOC, sanction, and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or

f) Delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoters; and/or

g) Force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay the construction of the building including the said Flat; and/or

h) Other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, the action of labour unions or other causes beyond the control of or unforeseen by the Promoters or their agents; and/or

i) Any other forces or reasons beyond the control of the Promoters. For the purpose of this Agreement this expression “force majeure” shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disasters, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any

acts, events, restrictions beyond the reasonable control of the Promoters.

j) Lockdown caused due to COVID-19 or any other epidemic/pandemic or imposed by any Competent Authority including but not limited to Local Body, State Government, Central Government, and Constitutional Authority and/or by any Judicial/Quasi-Judicial Body/Authority.

10) PROCEDURE FOR TAKING POSSESSION: -

10.1) The Promoters, upon obtaining the Part/Full occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoters shall give possession of the Flat to the Allottee/s subject to the Allottee/s making payment to Promoters of entire consideration as well as other amounts payable under this agreement including the interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be at the time of and/or before taking possession. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Part / Full occupancy certificate in respect of the said building in which said Flat is situated.

10.2) The Allottee/s shall take possession of the Flat within 15 days of the Promoters giving written notice to the Allottee/s intimating that the said Flat is ready for use and occupation. Even if the Allottee/s does/do not take possession of the Flat, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1 below, so also for all other taxes, levies, cess, and charges as may be imposed or become payable in respect of the said Flat.

10.3) The Allottee/s is/are well aware of the facts that payment of consideration amount along with all other taxes, levies, cess, and charges as may be imposed or become payable in respect of the said Flat is preconditioned to take possession of the said Flat. Even if the Allottee/s does/do not take possession of the Flat and make the above payments still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 12.1. The Allottee/s has / have no right and authority to take possession of the said Flat in any case without payment of consideration amount along with all other taxes, levies, cess, and charges payable in respect of the said Flat.

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10.4) FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF FLAT: - Upon receiving a written intimation from the Promoters as per clause (10.1), the Allottee/s shall take possession of the Flat from the Promoters by executing necessary indemnities, undertakings, declaration and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

10.5) If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the Flat or the building in which the Flats are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Flat of wing and in specific the structure of the said Flat of the said building which shall include but not limited to columns, beams, etc., or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water if any of such works are carried out without the written consent of the Promoters the defect liability automatically shall become Nil/ lapse. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoters and shall not mean defect(s) caused by normal wear and tear and by negligent use of Flat by the occupants, vagaries of nature, etc. It shall be the responsibility of the Allottee/s to maintain his/her/ their Flat in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Flat are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoters to the Allottee/s ends before the defect's liability period, and such warranties are covered under the maintenance of the said Flat/building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the Promoters shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed, and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, and fixtures sustainable and in proper working condition to continue warranty in both the Flat and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the

regular wear and tear of the Flat/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20^0 c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Flat/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. The Allottee/s undertake that after handover of possession of the Flat by the promoters he/ she/ they shall not carry of any changes such as addition/ alteration / modification in the Flat beyond approved plan. The Allottee/s well aware that if he/ she/ they do/ does any changes such as addition/ alteration / modification in the Flat beyond approved plan then the defect liability automatically shall become Nil/ lapse.

10.6) The Allottee/s is/are aware that the Promoters is not in the business of or providing services proposed to be provided by the service providers/Facility Management Company or through the Service Providers/ FMC. The Promoters do not warrant or guarantee the use, performance, or otherwise of these services provided by the respective Service Providers/FMC. The parties here agree that the Promoters is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

11) USER OF FLAT: -

11.1) The Allottee/s shall use the Flat or any part thereof or permit the same to be used only for the purpose of residence/commercial and /or as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for the purpose of keeping or parking his/her/their owned vehicle.

12) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S:-

12.1 The Sale consideration of the Said Flat shall be appropriated by the Party (Promoters) to whom the Said Flat is allotted, however, the amount for the below-mentioned headers shall only be appropriated by the Promoters of the Project. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoters, the following amounts:

1. **Rs. 1,000**/- (**Rupees One Thousand Only)** for share money, application entrance fee of the Society.
2. **Rs.25,000**/- **(Rupees Twenty Five Thousand Only)** for formation and registration of the society.

Promoters	**Allottee's**

3. **Rs.60,000**/- **(Rupees Sixty Thousand Only**) for share of development & Infrastructures charges.

4. **Rs.64,344 (Rupees Sixty Four Thousand Three Hundred Forty Four Only)** being approximately 12 months provisional outgoings for the payment of proportionate share of provisional maintenance charges, outgoings, which will include Municipal and other taxes and charges of water bills, common electric bill, etc.

5. **Rs.40,000 (Rupees Forty Thousand Only)** for deposit towards water electricity, and other utility and services connection charges.

6. **Rs.60,000 (Rupees Sixty Thousand Only)** being one-time membership fee with respect to the gymnasium forming part of the project.

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum, its utilization of such amount nor claim any interest thereon.

13) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTERS'S LIABILITY: -

SAVE AND EXCEPT as provided under RERA, the Promoters shall not be liable to give any account to Allottee/s for and of the above-stated amounts. It is also agreed and accepted that unless the aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Flat.

14) REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS: -

The Promoters hereby represent and warrant to the Allottee/s as follows:

a. The Promoters has clear and marketable title with respect to the Said Plot; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Promoters has requisite rights to carry out development upon the Said Plot and also have actual, legal and physical possession of the said real estate project in terms of what has been stated in the said development agreement.

b. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the project.

c. The Promoter(s) have availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms

and conditions for which they have created charge on the Property being all that piece and parcel of land bearing CTS No. 396, 396/1, 396/2, 396/3, 396/4, 396/5, 396/6, 396/7, 396/8, 396/9, 396/10, 396/11, 396/12, 396/13, 396/14, 396/15, 396/16, 396/17, 396/18, 396/19, 396/20, 396/21, 396/22, 396/23, 396/24, 396/25, 396/26, 396/27, 396/28, 396/29, 396/30, 396/31, 396/32, 396/33, 396/34, 396/35, 396/36, 396/37, 396/38, 396/39, 396/40, 396/41, 396/42, 396/43, 396/44, 396/45, 396/46, 396/47, 396/48, 396/49, 396/50, 396/51, 396/52, 396/53, 396/54, 396/55, 396/56, 396/57, 396/58, 396/59 collectively admeasuring (5194.1 Sq. mtrs as per Property Card and 5,193.24 as per LOI dated 22.05.2024) situated at, Kanjur Village, Taluka Kurla District and District Mumbai Suburban, hereinafter referred to as ("the said Property/ Land") along with Unsold Units ("Unsold Units") belonging to share of M/s. Shraddha Prime Projects Limited ("Developer") and Present and Future FSI ("FSI") as granted under Letter of Intent (LOI) as issued and revised by SRA, from time to time, Units in the Sale Building/ Project known as 'SHRADDHA PALACIOUS' bearing reg. no. P51800052241.

d. In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated **19.01.2025** executed between the Promoter as Mortgagor and AU Small Finance Bank Ltd. As Mortgagee and have created a Mortgage on the Project **"SHRADDHA PALACIOUS"** upon the terms and conditions mentioned therein. The said Indenture of Mortgage dated **19.01.2025** is registered with Office of Joint Sub Registrar **KRL-1** under Serial No. **KRL-1-1764-2025.**

e. There are no encumbrances upon the project land or the Project except the charge of AU Small Finance Bank Limited as mentioned hereinabove and those disclosed in the title report.

f. There are no litigations, save and except litigations, if any, as mentioned in the Title Certificate annexed hereto at **ANNEXURE**, pending before any Court of law with respect to the Said Plot or Project. All approvals, licenses, and permits issued by the competent authorities with respect to the Project, Said Plot, and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses, and permits to be issued by the competent authorities with respect to the Project, Said Plot, and said building shall be obtained by following due process of law.

g. The Promoters have the right to enter into this Agreement and

have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said Flat and/or said concerned parking space, may prejudicially be affected.

h. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Said Plot and the said Flat, which will, in any manner, affect the rights of Allottee/s under this Agreement.

i. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Flat with respect to his share to the Allottee/s in the manner contemplated in this Agreement.

j. The Promoters has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes, and other monies, levies, impositions, premiums, damages and/or penalties, and other outgoings, which it has agreed to pay under the said development agreement till handing over possession of said Flat to Allottee/s.

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

15) WARRANTEES AND COVENANTS OF AND BY THE ALLOTTEE/S:

The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoters as follows: -

a. To maintain the Flat at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities if required.

b. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is

situated and in case any damage is caused to the building in which the Flat is situated or the Flat 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.

c. To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state, and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d. Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, and pipes in the Flat 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 building in which the Flat 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 Flat without the prior written permission of the Promoters and/or the Society.

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

f. Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said Plot and the building in which the Flat is situated.

g. Pay to the Promoters within fifteen days of demand by the Promoters his/her/their share of security deposit and/or such other charges, amount, money, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement

and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Flat is situated and or in respect of said Flat.

h. To bear and pay increases in local taxes, Water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s to any purposes other than for the purpose for which it is sold and/or for any other reasons.

i. 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 Flat until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the prior written consent of the Promoters for such transfer, assign or part with the interest, etc.

j. 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 Flats therein and/or for any other reasons 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 occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.

k. Till complete and full development of the said Plot the Promoters and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the Said Plot or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoters.

l. Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoters by and under this agreement and/or

otherwise in law are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Flat and/or benefit of this agreement to anyone else without taking prior written consent of the Promoters. While giving such written consent the Promoters shall be entitled to demand from the Allottee/s by way of transfer charges and administrative and other costs, charges, and expenses, such amounts as may be deemed just and proper by them in their sole discretion if not prohibited under provisions of the RERA Act.

m. The Allottee/s and/or the persons to whom said Flat is transferred or to be transferred hereby agree to sign and execute all papers, and documents and to do all other things as the Promoters may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoters and all persons acquiring the remaining Flats in the said building/s on the said Plot.

n. The Promoters shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Flat, agreed to be purchased by the Allottee/s.

o. Without prejudice, to the rights of the Promoters under RERA and/or any other Act, the Promoters shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoters shall be entitled to terminate this agreement and enter upon the said Flat and resume possession of the said Flat.

p. The Promoters shall be entitled to sell, transfer, and/or agree to sell/transfer all the other Flats and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the Said Plot to anyone else in any manner whatsoever with respect to his share and such Allottee/s shall be entitled to use their respective Flats/parking spaces/etc. for any purposes as may be permissible under law and the Allottee/s shall not take any objection of any nature in that regard.

q. The Allottee/s shall not raise any obstruction/objection in Promoters right to make amendments and revisions in the

sanctioned plan and/or for making an addition or alterations in the structure of the building by obtaining approvals from the Competent Authority and/or utilization of entire development potentiality in the development of said Plot property in the form of FSI, TDR, DR premium FSI, etc. The Promoters shall have an unfettered right to construct additional Flats in the said building and/or to sell and allot all such additional Flats to the prospective Allottee/s so also the additional covered parking spaces that shall become available in the course of development to such prospective allottee/s. The consent given by the Allottee/s as mentioned in clause 1 above shall be binding upon Allottee/s.

r. In case of acquisition or requisition of the Said Plot and/or any portion thereof, for any reason whatsoever by the said Corporation and any other competent authority; the Promoters alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.

s. Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.

t. Not to change the location of the plumbing or electrical lines (except internal extensions).

u. Not to change the location of the wet/waterproofed areas.

v. Not to make any alteration in the elevation and outside color scheme of the building.

w. The Allottee/s shall not allow the said Flat to be used for a user different from the nature of the user that it is intended for use by the Promoters.

x. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their Flat or terraces, and the same are retained by the Promoters as restricted amenities. The Allottee/s is/are aware that certain parts of the Building shall be allocated for the exclusive use of certain users/residents. The price of the Flat has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.

y. The Allottee/s confirm/s that this agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but is not limited to the

application form, allotment letter, brochure, or electronic communication of any form.

z. Upon and after the handover of the management of the Building to the Society, the Society (and its members) will be responsible for the fulfillment of all obligations and responsibilities in relation to approvals/permissions as may be required by the concerned Authorities from time to time.

aa. The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoters with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, or transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoters accept no responsibility/liability in this regard. The Allottee/s shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee/s only.

bb. The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein to enable the buildings to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.

Promoters	**Allottee's**

cc. The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoters in and over the said Plot and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.

dd. After receiving possession of the said Flat from the Promoters, the Allottee/s shall make the necessary application to the society for becoming a member of the Society.

ee. That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the above-mentioned covenants given to the Promoters and understand that the entitlement to the 5 years defect liability clause as stipulated in clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to dd' above. Any breach or violation of the above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

16) FORMATION OF SOCIETY:

16.1 The Promoters shall apply for the formation and registration of a Society as **"SHRADDHA PALACIOUS"** (the "said society") within the prescribed time limit under the MAHA RERA. The Allottee/s shall for this purpose from time-to-time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said society and for becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoters within seven (07) working days of the same being forwarded by the Promoters to the Allottee/s, to enable the Allottee/s to become a member of the society. Any delays in signing and handing over of documents by the Allottee/s to the Promoters shall not constitute a default of the Promoters and the prescribed time shall stand extended accordingly.

16.2 The Allottee/s shall be expelled from the said society if the Allottee/s defaults in making timely payments or violates this deed in any manner. For such expulsion, the termination letter from Promoters shall be a sufficient document.

17) CONVEYANCE/ASSIGNMENT OF LEASEHOLD RIGHTS TO SOCIETY:

17.1 The Promoters shall initiate the procedure for the conveyance/assignment of leasehold rights within the time

prescribed as per law, after the formation of said society from the date of receipt of the complete amount of the said consideration and upon receipt of the occupancy certificate from competent authority or any other authority and execute a conveyance deed/lease deed and convey the right, title and interest of the said plot and building in the name of the society PROVIDED THAT the allottee/s shall co-operate with the formation of the Society and shall execute necessary forms, affidavits and undertakings for the formation of the Society. The Promoters shall not be liable for any delay caused on account of delay by the Competent Authorities, such as Collector of Stamps for the adjudication of stamp duty on the Said Conveyance Deed/Lease Deed.

17.2 The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to SRA Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government, or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee/s in proportion to his gross usable area and

that the Allottee/s shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoters. This amount is not included in the agreement value and shall be calculated and informed to the members of the society after the Occupancy certificate.

18) SOCIETY MAINTENANCE CHARGES:

18.1 Commencing a week after notice in writing is given by the Promoters to the Allottee/s that the said Flat is ready for use and occupation, irrespective of the Allottee/s taking possession of the said Flat, the Allottee/s will be liable for proportionate share of outgoings in respect of said plot for water charges, insurance, common lights, repairs, salaries, property tax if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. A proportionate share of expense shall be calculated based on the area of the said Flat/ Flats in the sale building/s plus the additional area attached to the said Flat i.e. gross usable area vis a vis total gross usable area of said project.

18.2 The Allottee/s shall pay to the Promoters at the time of possession, advance maintenance per month aggregating to **Rs**_____ along with Service Tax/GST as "**common maintenance charges**" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until the building is conveyed to the Society as aforesaid.

Promoters	**Allottee's**

The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the Flats/at the time of receipt of the Occupancy Certificate.

19) UNSOLD FLATS IN SAID PROJECT:

19.1 Promoters shall be inducted as members of said society for unsold Flats upon formation of society and conveyance of the said Plot to society.

19.2 Promoters shall be entitled to sell the unsold Flats in said project without any separate permission or consent of society and the members of society. The prospective Allottee/s of such unsold Flats shall be inducted by the society as members and no objection shall be raised either by existing members or the society.

19.3 Allottee/s or society shall not be entitled to demand any transfer charge for the transfer of an unsold Flat by the Promoters to prospective Allottees.

19.4 Promoters shall also be entitled to car parking reserved for the unsold Flats and the society or Allottee/s shall not stake claim on such parking.

19.5 Promoters shall be entitled to mortgage the unsold Flats of the said project with the financial institutions without any separate NOC from society or the members of society.

19.6 Promoters are entitled to all the rights of being a member of society i.e. right to attend meetings, right to vote in the meeting etc.

20) RESTRICTION ON RIGHT OF ALLOTTEE/S: -

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law, of the said Flats or of the Said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal road, etc. will remain the property of the Promoters unless conveyed as per the provisions of law to and in favour of the society.

21) PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE: -

21.1 There is no mortgage or charge upon the Said Plot. In case if any such mortgage or charge is made or created by the Promoters by itself 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 such Flat.

21.2 In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said Flat, then in that

event, Promoters shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Flat of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance/home loan shall be that of the Allottee/s alone. The Promoters in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs, and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said Flat only. Save and except the said Flat, no other portion of the said building and or said Plot shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the Promoters against all losses, injuries, or damages that may be caused to the Promoters due to non-payment/repayment of the said financial assistance/home loan.

21.3 The Promoters have all rights and authority to take project loans/finance from financial institutions/BANK/NBFC from any other sources on the said project for the redevelopment of the said property. The liability of said loan /finance shall not be upon the proposed flats and parking space to be allotted/ sold to the Allottee/s. The Allottee/s shall not be liable to repay such credit facilities to banks and financial institutions and the Promoters alone shall be liable to repay the same. The Promoters have all rights and title to mortgage their respective flats/shops/commercial premises with financial institutions/BANK/NBFC.

21.4 The Promoters are at liberty to take construction finance on the project for which the Allottee will not have any objection for the same.

22) BINDING EFFECT: -

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s fail/s to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the

Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of the Flat shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages as stated in clause 7.3 above.

23) ENTIRE AGREEMENT: -

This Agreement, along with its schedules, annexures constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letters, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

24) RIGHT TO AMEND: -

This agreement shall not be amended by either of the parties without the mutual consent of each other. The amendment, if any is to be made to this agreement shall be made only by written consent of both the parties and not otherwise.

25) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S SUBSEQUENT ALLOTTEE/S: -

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

26) SEVERABILITY: -

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of the RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality, the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in the proportion of the carpet area of the Flat.

Promoters	**Allottee's**

28) FURTHER ASSURANCES: -

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. All costs expenses, charges, taxes, including stamp duty, GST, Registration Charges, etc., that shall be required to be incurred for execution of such instruments and/or for taking such other action, shall be incurred and paid by the Allottee/s in proportionate share.

29) PLACE OF EXECUTION: -

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters' Office as mentioned in the title clause.

The Allottee/s and/or Promoters shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof. But all expenses towards stamp duty registration, GST, taxes, MVAT, Service Tax and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Allottee/s.

30) ADDRESS FOR CORRESPONDENCE: -

That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this agreement or at the email address provided herein:

Name of Allottee(s)	
Allottee(s) Address	
Notified Email ID	
Mobile No.	
Name of the authorized representative of the Promoters	**M/s. SHRADDHA PRIME PROJECTS LIMITED**

Promoters	**Allottee's**

Office At	**A-309, Kanara Business Centre Premises CS Limited, Link Road, Laxmi Nagar, Ghatkopar (East), Mumbai – 400 075.**
Email ID	**postsales@shraddhalandmark.com**
Phone	**7304518863**

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

31 NOMINEE: -

i. The Purchaser(s) hereby nominates _____ ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Purchaser(s), the nominee shall assume all the obligations of the Purchaser(s) under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Purchaser(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 a 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).

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

32 JOINT ALLOTTEE/S: -

That in case there are Joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

33 STAMP DUTY AND REGISTRATION: -

The charges towards stamp duty and registration of this Agreement shall be borne by Allottee/s.

34 DISPUTE RESOLUTION: -

Promoters	Allottee's

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the regulatory authority as per the provisions of the Real Estate (Regulation and Development) Act 2016 and the Rules and Regulation framed thereunder.

35 GOVERNING LAW: -

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

36 OTHER CLAUSES:

(i) The Allottee/s will not blame Slum Rehabilitation Authority (SRA) for inadequate/substandard sizes of rooms in the future & the prospective buyers will be made aware of the same & no claims/damages/risks will be made against the Chief Executive Officer (Slum Rehabilitation Authority) & its staff with regards to the same and a copy of the sale agreement will have to submit before plinth C. C. to building u/ref...

(i) The sale building is constructed with deficient open space & the prospective buyers are made aware of the same & no claims/damages/risks will be made against the CEO (SRA) and its staff with regards to the same.

SCHEDULE-I

THE SAID PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcels of lands and grounds comprising of Survey No,194(p), C.T.S. No. 396, 396/1 to 396/59, area admeasuring about 5194.10 Sq. Mtrs, situated at Subhash Road, village Kanjur, Bhandup West, Mumbai 400078 and bounded as under:

On or Towards the East:	Partly by CTS No.398 and Partly by CTS No.400

Promoters	Allottee's

On or Towards the West:	Partly by CTS No.394 and partly by CTS No.395
On or Towards North:	Partly by CTS No.395 and partly by CTS No.400.
On or Towards South:	Partly by Subhash Road and partly by CTS No.397

SCHEDULE-II

SAID FLAT ABOVE REFERRED TO:

FLAT BEARING NO. _____ on the ___TH Floor to admeasuring, **1BHK, _____ square feet** i.e. **35.58 square meters** (Rera Carpet Area) **Wing B**, of the said building known as **"SHRADDHA PALACIOUS" (Nil Car Park Slot allotted)** which is constructed in or upon the **Subhash Road, village Kanjur, Bhandup West, Mumbai 400078,** referred said Plot, which Flat is shown on the floor plan thereof as **ANNEXURE.**

SCHEDULE-III (AMENITIES)

(Details of the Project Amenities / Common Amenities)

- Entrance lobby
- DG backup for emergency services only
- High speed elevators in each wing ISI Brand lift
- Staircase for emergency exit

(Details of the Flat Specifications / Amenities)

TILING

- Vitrified Flooring in Living Room
- Anti-skid tiles in bathrooms

Promoters	Allottee's

- ❖ Decorative chequered tiling in compound

KITCHEN

- ❖ Granite Platform with Stainless steel sink
- ❖ Vitrified Flooring in Kitchen
- ❖ Decorative dadotiling

TOILET

- ❖ Designer bathroom with Branded sanitary ware
- ❖ Concealed plumbing with premium quality CP Fittings

DOORS & WINDOWS

- ❖ Stylish doors in every room with elegant handles &locks
- ❖ Sliding windows

WALLS & PAINTS

- ❖ Gypsum/POP finished Internal Walls
- ❖ Acrylic/Plastic paint of premium quality for interior walls
- ❖ External Acrylic Paint

ELECTRIFICATION

- ❖ Provision for Telephone, TV & Internet Connection in all rooms
- ❖ Branded concealed wiring
- ❖ Branded premium electrical fittings
- ❖ Power back up for lift
- ❖ Hi speed Elevators

SECURITY

- ❖ Earthquake Resistant RCC Structure
- ❖ Modern Fire Fighting System
- ❖ CCTV Cameras at entry gates and inside the compound.
- ❖ Decorative compound wall with decorated gate.

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

Photograph	*Left Hand Thumb Imp.*

SIGNED, SEALED AND DELIVERED

by the within named "**PROMOTER**"

M/s. SHRADDHA PRIME PROJECTS LIMITED

Through Its Authorized Signatory

MR. SUDHIR BALU MEHTA

In the presence of.....

Promoters	**Allottee's**

1.

2.

Photograph	*Left Hand Thumb Imp.*

SIGNED, SEALED AND DELIVERED

by the within named **"ALLOTTEE'S"**

_____

Photograph	*Left Hand Thumb Imp.*

_____

In the presence of.....

1.

2.

RECEIPT

Received an amount of **Rs._____)** from Allottee/s towards part payment of total consideration as mentioned above in following manner.

SR	CHEQUE DATE	CHEQUE NO	BANK NAME	AMOUNT
1.				
2.				
			TOTAL	

Promoters	Allottee's

I say received.

M/s. SHRADDHA PRIME PROJECTS LIMITED
Through its Authorized Signatory.

MR. SUDHIR BALU MEHTA

Promoters	**Allottee's**