

**SAI WORLD LEGEND**

**\*\*\*Agreement for Sale\*\*\***

This agreement is entered into at \_\_\_\_\_, on \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_Month, 2023.

Between

**PARADISE LIFESTYLES PRIVATE LIMITED**, a company registered under The Companies Act 1956, having PAN No. AALCA9152F, Registered office at Amit Ashiana, near Gol Maidan Ulhasnagar-421002 and Corporate office at 1701, Satra Plaza, Plot no 19 & 20 Sector 19D Vashi Navi Mumbai - 400703, through its Director Shri Amit Madhu Bathija Indian Inhabitant hereinafter referred to as "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include the Director or Directors for the time being of the said Company, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the First Part;

AND

**MR. DEEPAK DAYALDAS SACHDEV** having **PAN AMVPS0230M** AND **MRS. KASHISH DEEPAK SACHDEV** having **PAN BNNPS6731F** adult, Indian Inhabitant, residing at **FLAT NO. 404, 4<sup>TH</sup> FLOOR, DREAM HEIGHTS CHS.,ASHRAM ROAD, NEAR MSEB OFFICE, OT SECTION ULHASNAGAR 2 – 421002**, hereinafter referred to as the "**Allottee/s**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heirs, executors, administrators, assigns and nominee) of the Second Part.

**Whereas:**

- A. M/s Paradise Lifestyles Private Limited (hereinafter referred as **The Promoter**) a company registered under Companies Act 1956, earlier known as Anup Hospitality Services Private Limited is the Owner and in possession of all that piece and parcel of land admeasuring in aggregate about **31535.65** sq. mtrs. or thereabouts bearing CTS no 1618, 1619A,1625 & 1626A situated at Ulhasnagar -1 Dist.-Thane within limits of Ulhasnagar Municipal Corporation abutting Kalyan Murbad Road more particularly described in FIRST SCHEDULE (the "**Said Land**"). A Layout of the said land is appended hereto and is marked as "**Annexure-1**". A copy of property cards is appended hereto as "**Annexure-2**".
- B. The Promoter is in the process of developing a large-scale housing scheme in phases on the said land. Presently, the Promoter is developing the said Land by constructing thereon residential and commercial units under the Unified Development Control and Promotion Regulations (UDCPR) for the state of Maharashtra which is applicable to the Ulhasnagar Municipal Corporation as amended and notified from time to time. As per provisions of the said UDCPR the Plot has a development potential of (Basic +Premium + TDR) = **1,34,355** Sq. Mtrs. built up area (the "**potential FSI**").
- C. The Promoter proposes to develop a housing project on the said land consisting of one commercial building and four residential towers by utilizing the full potential FSI of the said land. The said development will be carried out by the Promoter in such phrases as determined by the Promoter.
- D. For the Phase-I, the Promoter has obtained Amended Commencement certificate from the Town Planning Office (the **Competent Authority**) vide letter dated 06.04.2021 bearing Serial no. UMC/NRV/BP/40/16/06.In the Phase-I of the said housing project, the Promoter shall construct One Commercial Building of Ground + 2 Floors, Two Residential Towers of 36 Floors each being Tower -1 (Arista), Tower -2 (Belista), with entire podium and Club House out of the potential FSI of the said land (the "**said project**"). A copy of the said commencement Certificate is annexed and marked hereto as "**Annexure-3**". The commercial component is the shops on the ground and offices on 2 upper floors of buildings in the phase-I of the Project.
- E. In the Phase-II of the housing scheme the Promoter shall construct two residential towers named as Tower-3 (Elita) and Tower- 4 (Majestica) of Ground plus 36 floors or as may be permitted by the competent Authority.
- F. The Promoter also proposes to add further four floors in each tower taking them up to 40 floors (collectively the "**future development**"). The said Phase I, Phase II and future development shall hereinafter be collectively be referred to as the "**said**

**Entire Project**” and is more particularly described in the SECOND SCHEDULE. The Phase-I being the said Project is more particularly described in the THIRD SCHEDULE. The Promoter has also obtained the sanction of the amenities to be provided in the said entire project which is listed in FIFTH SCHEDULE appended hereto.

- G. The said entire project including all phases and utilizing entire FSI of **1,34,355** sq. mtrs [sanctioned 61650.48 sq. mtrs and proposed 72704.52 sq. mtrs.] along with internal and external development and proposed amenities to be developed by Promoters will constitute as **“SAI WORLD LEGEND”**. The Allottee/s has seen the proposed plan of the said entire project along with the amenities. The Allottee/s has also seen the prototype of said Entire Project and have understood the entire Housing Scheme and the stages and phases in which the Promoter shall be developing the said Entire Project.
- H. The Promoter has commenced construction of buildings sanctioned by authority in phase -I of the said project being Building Tower no- 1 also known as Arista, Tower no- 2 also known as Belista, consisting of Ground + 2 podiums + 34 upper Residential Floors, the entire podium [for 4 towers] and the club house (**the “said project”**). The said project is more particularly described in **“Third Schedule”**.
- I. The Promoter has upon request, given inspection to the Allottee/s of all the documents of title including copies of Agreements, Development Permissions and Commencement Certificate ‘Certificate of Title’ in respect of said land issued by Advocates U.K. JURIS (appended hereto as **“Annexure-4”** and of such other documents as mentioned in the recitals herein. In addition, the Allottee/s has perused the ‘Architect Certificate’ and drawing certifying the carpet area of the shops/offices along-with limited common area. Besides a copy of all such documents are available at the site office and are available for verification by the Allottee/s after giving a reasonable notice. The Allottee/s has also visited the site location of the project and checked the present stage of construction.
- J. The Promoter has appointed PARTH ARCHITECTS as Architect having their office at 201, 2<sup>nd</sup> Floor Bhojwani Tower Section 17 Ulhasnagar 421003 registered with the council of Architects having registration no CA/2017/86906.
- K. The Promoter have appointed Structural Engineers M/s Structural Concept Designs Pvt Ltd. having address at 803 Maithili's Signet, plot no 39/4 Sector 30A, Vashi Navi Mumbai for the preparation of the structural design and drawings of the building and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- L. The Promoter has registered the Project under the provisions of the Real Estate

(Regulation and Development) Act, 2016 (the “**RERA**”) with the Real Estate Regulatory Authority at Mumbai bearing registration no. **P51700025002**. A copy of certificate of registration is appended hereto as “**Annexure-5**”.

- M. The Promoter has expressed its intention to dispose of the shops / flats to be constructed in the said project on outright sale to the prospective buyers.
- N. The Allottee/s applied to the Promoters vide request letter dated **20-02-2023** for reservation of Flat no. **1001, 2 BHK** admeasuring approx. carpet area of **64.21** Mtrs. as per the Real Estate (Regulation and Development Act, 2016, (hereinafter referred to as “**Said Unit**”) on **10<sup>TH</sup>** floor in tower **BELISTA** in the said project marked in shaded area in the Floor Plan annexed hereto as **Annexure- 6**. The said unit is more particularly described in “**FOURTH SCHEDULE**”.
- O. The total consideration of the said flat is mutually agreed at **Rs. 67,50,000/- (RUPEES SIXTY-SEVEN LAKHS FIFTY THOUSAND ONLY)** besides taxes and sum as mentioned herein. At and before the execution of these present the Allottee/s has paid to the Promoter a sum of **Rs. 10,00,000/- (RUPEES TEN LAKHS ONLY)** being “booking advance” of the said unit agreed to be sold by the Promoter to the Allottee/s the receipt whereof the Promoters do hereby admit and acknowledge.
- P. The Promoter has accepted the proposal of the Allottee/s to transfer the said unit in the said project on outright sale to the Allottee/s at the price and on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

- 1. Project:**
1. The Promoter shall develop the said project and the said entire project in accordance with the plans, designs, specifications approved by the competent authority from time to time with such variations or as may be required by the competent authority or the Government.
  2. The Promoter has informed the Allottee/s and the Allottee/s is aware that the Promoter proposes to develop the said “Sai World Legend” project in a phased manner since it is a large project and shall take a long time to develop. The Promoter has commenced construction of the said Project being the Phase-I as mentioned in this agreement.
  3. The Allottee/s hereby irrevocably agrees and gives his consent to the Promoter for carrying out amendments, alterations, modifications and/or variations in respect

of the buildings/units and to put up additional structures/construction in the Sai World Legend.

4. The Allottee/s hereby also gives his/her/its irrevocable consent to the Promoter developing Sai World Legend in such phased manner as the Promoter may determine, even after the Promoter shall have completed the construction of the unit hereby agreed to be sold to the Allottee/s.
5. The Allottee/s hereby agrees to give all the facilities and assistance that the Promoter may require from time to time, but at the costs and expenses of the Promoter so as to enable the Promoter to complete the development of Sai World Legend in the manner that may be determined by the Promoter.

## **2. Description of Said Unit:**

1. The Allottee/s agrees to purchase from Promoter and Promoter agree to sell to the Allottee/s **Flat no. 1001, 2 BHK** admeasuring carpet area as defined in the RERA Act 2016 of **64.21 Sq. Mtrs. on 10<sup>TH</sup> floor**, in Tower **BELISTA** of **Building No. 2** as shown in the floor plan hereto annexed and marked as **Annexure - 6** (the “**said unit**”). The said unit is more particularly described in “FOURTH SCHEDULE”.
2. Additional usable areas and facilities as per approved plan such as **7.25** Sq. Mtrs. Area of Balcony, **6.12** Sq. Mtrs of Service area etc. (the “**13.37**” sq. mtrs, **143.914 Sq. Fts additional usable area**”) Therefore, the gross usable area of the unit of carpet area i.e. **77.58** Sq. Mtrs i.e. **835.071** Sq. Fts (the “**gross usable area**”).
3. The fixtures, fittings and amenities to be provided by the Promoter in the said unit and the said building are those that are set out in “**Annexure-7**” annexed hereto. The Promoter shall not accept any request from the Allottee/s for making any changes in the amenities to be provided by the Promoter.

## **3. Reservation for Parking:**

1. At the request of the Allottee/s, **NIL** car parking in the project has been reserved. The Allottee/s will utilize the said parking for his/her/ their personal use. The location and other details viz. parking number shall be intimated at the time of handing over of possession of the said unit.
2. The Allottee/s shall not be allowed to allot/transfer/let-out said parking space to any outsider/visitor i.e. other than the unit Allottee/s of said unit.
3. The said parking space must be used only for the purpose of parking vehicle and not for any other purpose.
4. Allottee/s shall keep the said parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

#### 4. Consideration and Schedule of Payment:

- 1) The Allottee/s shall pay a consideration of **Rs. 67,50,000/- (RUPEES SIXTY-SEVEN LAKHS FIFTY THOUSAND ONLY)** hereinafter referred to as “**said consideration**”) for purchase of Said unit. The said consideration amount includes electricity meter charges, water connection charges, and documentation charges but does not include the taxes and other statutory payments.
- 2) The Allottee/s has negotiated the said consideration by offering to pay in the following manner which has been accepted by the Promoter:

#### **PAYMENT SCHEDULE**

<b>SR. NO.</b>	<b>PARTICULARS</b>	<b>AMOUNT</b>
1	On Booking of Flat	675000
2	On Commencement of Work	337500
3	On or Before Completion of Plinth	337500
4	On or Before Completion of 1st Slab	337500
5	On or Before Completion of 2nd Slab	202500
6	On or Before Completion of 3rd Slab	202500
7	On or Before Completion of 4th Slab	202500
8	On or Before Completion of 5th Slab	202500
9	On or Before Completion of 6th Slab	202500
10	On or Before Completion of 7th slab	202500
11	On or Before Completion of 8th Slab	135000
12	On or Before Completion of 9th Slab	135000
13	On or Before Completion of 10th Slab	135000
14	On or Before Completion of 11th Slab	135000
15	On or Before Completion of 12th Slab	135000
16	On or Before Completion of 13th Slab	135000
17	On or Before Completion of 14th Slab	135000
18	On or Before Completion of 15th Slab	135000
19	On or Before Completion of 16th Slab	135000
20	On or Before Completion of 17th Slab	135000
21	On or Before Completion of 18th Slab	135000
22	On or Before Completion of 19th Slab	135000
23	On or Before Completion of 20th Slab	135000
24	On or Before Completion of 21st Slab	135000
25	On or Before Completion of 22nd Slab	135000
26	On or Before Completion of 23rd Slab	135000
27	On or Before Completion of 24th Slab	135000
28	On or Before Completion of 25th Slab	135000
29	On or Before Completion of 26th Slab	135000
30	On or Before Completion of 27th Slab	135000
31	On or Before Completion of 28th Slab	135000
32	On or Before Completion of 29th Slab	135000
33	On or Before Completion of 30th Slab	135000
34	On or Before Completion of 31st Slab	67500
35	On or Before Completion of 32nd Slab	67500
36	On or Before Completion of 33rd Slab	67500
37	On or Before Completion of 34th Slab	67500
38	On or Before Completion of 35th Slab	67500
39	On or Before Completion of 36th Slab	67500
40	On or Before Completion of 37th Slab	67500
41	On or Before Completion of Brick Work	67500
42	On or Before Completion of Plaster Work	67500
43	On or Before Completion of Plumbing, Electric & Flooring work	67500
44	On Possession of Flat	67500
	<b>TOTAL</b>	<b>6750000</b>

- 3) All payment shall be made by the Allottee/s by drawing cheque/ DD in the name of **“PARADISE LIFESTYLES PRIVATE LIMITED”**.
- 4) The Allottee/s shall be liable to deduct tax at source on the payments made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter within 07 days of such deduction made.
- 5) Provided that the receipt for the payment made shall be issued by the Promoter only:
  - a) After the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimate to the Allottee/s;
  - b) The TDS certificate if applicable is received by the Promoter.
  - c) GST is paid by the Allottee/s as per applicable rates.
- 6) The Allottee/s has made a payment of of **Rs. 10,00,000/- (RUPEES TEN LAKHS ONLY)** towards booking of said unit at the request of the Allottee/s, has been adjusted against the consideration of the unit.
- 7) Allottee/s hereby agrees to pay the escalation on said consideration on following grounds:
  - (a) Any increase on account of development charges payable to the competent authority.
  - (b) Additional cost/increase in charges imposed by the competent authorities,
  - (c) any upgradation/ changes specifically requested by the Allottee/s in fittings, fixtures and specifications and any other facility.
  - (d) Additional/ new taxes that may be levied from time to time.

**5. Payment of Statutory Dues and Taxes:**

1. In addition to the Consideration of said unit the Allottee/s shall pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST, or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction. Such payment shall be made by the Allottee/s at the time of execution of these presents or at the time of making each payment as per the provisions of law. The payments of taxes shall be made in the name of **Sai World Legend GST A/C** maintained at Indian Overseas Bank or any other Bank as decided by the Promoter.
2. The charges and other out of pocket expenses on this transaction shall be borne by the Allottee/s. Further, the Allottee/s shall take immediate steps to get this deed registered under the Registration Act, 1908 by making payment of stamp

duty and registration charges. The Promoter undertakes to make themselves available through an authorized representative for the purpose of registration at 'Seven days' notice' from Allottee/s. The Promoter will not be liable under any law for any delay, laches and / or negligence shown by the Allottee/s in presenting this agreement for registration before the competent authority. The Allottee/s indemnifies the Promoter against any claim, action, judgment, cost, expenses and penalties that may arise on Promoter due to inaction or noncompliance of obligation under this Agreement or under any other law.

3. The Allottee/s has paid proportionate GST on installment amount and agreement value at prevalent rates and rules and regulations through separate cheque. The Developer hereby acknowledges the receipt hereof.

#### **6. ADDITIONAL CHARGES:**

The Allottee/s shall on or before delivery of possession of the said unit, pay to the Promoter further total amount on following account:

- (a) Proportionate share of taxes and other charges/ levies in respect of the society/Condominium.
- (b) Maintenance charges as per this agreement.

The actual amount of such expenses will be determined at the time of possession.

#### **7. Notice of Demand:**

1. Timely payment of all the above installments/amount and statutory payments on their respective due dates is the essence of this Agreement. The possession of the said unit will be handed over to Allottee/s by the Promoter only upon receipt of all payment including taxes and other charges.
2. Upon the installment becoming due, the Promoter shall issue a notice of demand giving at least (15) working days' time from date of notice to Allottee/s for making the payment. The said notice of demand must be accompanied by a certificate from the project architect certifying the satisfactory completion of the stage of work for which the payment is due.
3. Notice of demand must be sent through Registered Post Acknowledgement Due (RPAD)/ Speed post / Email at the address mentioned in the notice clause of this agreement or any other address if formally communicated earlier and such dispatch will be treated as sufficient compliance from Promoter. Thereafter they cannot claim non-receipt of the notice of demand.

#### **8. Restrictive Covenant**

1. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit in favor of Allottee/s unless all



amounts as agreed upon in this agreement is paid by the Allottee/s to the Promoter and unless this agreement is duly stamped under the Bombay stamp Act and registered under the Registration Act, 1908.

2. The Allottee/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said project is conveyed to the society of Allottee/s.
3. The Allottee/s shall neither have any claim on the other part of said land which is to be developed in subsequent phases nor in the common amenities open spaces, internal and external development. All the spaces and land shall be conveyed to confederation of the societies after the entire project Sai World Legend is ready for Occupation.

**9. Default by Allottee/s:**

1. Following shall be deemed to be a default on the part of Allottee/s:
  - a. Default in making timely payment of sums due as mentioned in this agreement;
  - b. Creating nuisance on the site resulting in danger/damage to the said project/ said entire project/said land, threat to life;
  - c. Delay in accepting the possession of the unit beyond a period of 2(two) months of intimation to take possession by Promoter;
  - d. Refusing/ delay in taking membership of Society formed for the said project;
  - e. Breach of any terms and conditions of this agreement;
  - f. Breach of any law or provisions thereto.
  - g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

The Allottee/s will not be in default if he corrects/ remedies such breach within 15 days of notice from the Promoter to the Allottee/s.

**10. Termination of Agreement:**

1. If the Allottee/s commits default in payment on due date of any amount due or commits breach of any of the terms and conditions herein contained,(including his/her proportionate share of taxes levied by concerned local authority and other outgoings), then the Promoter will borrow from Bank / Institution for making of the shortfall for timely completion of the Project, the Allottee/s agrees to pay to the promoter interest at such rates on which Promoter has borrowed money from Bank / Institution from the date the said amount is due till date of actual realization of payment. Such payment of interest shall not be deemed to be waiver

of Promoter's right to terminate this agreement as per the provisions of this agreement.

2. Without prejudice to the right of the promoter to charge interest in terms of sub clause 10.1 above on the Allottee/s committing default as per clause 9 above and on the Allottee/s continuing the default even after notice of termination the Promoter may at its own discretion terminate this Agreement. Provided that the Promoter must give another notice of fifteen (15) days by registered post AD at the address provided by the Allottee/s of his 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 Promoter within the period of notice then at the end of such notice period, the promoter may terminate this agreement unilaterally.
3. Upon termination of this Agreement, the Promoter shall refund the installments of sale price of the unit (subject to deduction of 25% of payments received till that date as liquidated damages and service charge) which may till then have been paid by the Allottee/s. Such refund shall be issued within a period of thirty days (30) of the registration of cancellation/termination deed and expulsion of the Allottee/s from the membership of the society as per the clause mentioned below.
4. The Promoter shall also move for expulsion of the Allottee/s from the membership of the society as per by laws of the society, and submit a copy of termination notice to such society. No separate consent of Allottee/s will be required for such expulsion.
5. Upon intimation of termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may think fit. Provided that in the event of default as above the Allottee/s shall not raise any objection to termination made by the Promoter and that Promoter is authorized to unilaterally register the cancellation deed with the registrar Suo-moto without any recourse to the Allottee/s.
6. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee/s till the date of termination of the agreement.
7. The Promoter may at its option approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

#### **11. Declaration by the Promoters:**

Promoter hereby declares as follows:

1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the Competent Authority and the concerned local authorities at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the premises to the Allottee/s, apply to the concerned local authority for occupation and completion certificate in respect of the unit and obtain the said certificate as per the provisions of law.
2. The Promoter shall not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee/s hereby condones the delay on the above count.
3. The Promoter shall provide common internal roads in the Project.
4. The Project amenities are being developed along with the whole project. The building would be completed in phases and handed over to respective societies. The amenities would be handed over to the confederation once the whole project is complete and said land is conveyed to the confederation. The Allottee/s is entitled to use the amenities as and when they are completed introspective of formal handing over to confederation provided the Allottee/s has become a member of society and has taken possession of his unit.
5. The Promoter is entitled to utilize different design, brand, shape, size and color material than that mentioned in the Annexure-7 in the event the supply of promised material is withdrawn by the supplier or for any other reason. The Promoter undertakes and assures that it will use only good and standard quality material close to the quality of material and of such specification as mentioned in the list of amenities.
6. The carpet area of the said Unit may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Apartment that has been allotted to the Allottee/s after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being a difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee/s agrees to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money

(without any interest) paid by Allottee/s within forty-five days from such demand being made by the Allottee/s. If there is any increase in the carpet area of the said unit allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee/s shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Apartment and the carpet area as mentioned herein is less than or equal to 3%. In all situations the adjustment of consideration shall be made before handing over possession of said unit to Allottee/s.

7. If any structural defects of workmanship quality or provision of service is discovered within five years of handing over the possession of the said unit to Allottee/s, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defects in the manner as provided under the Act. This warranty is applicable only if after occupying the unit the Allottee/s maintains the unit in the same condition as it was handed over to him by the Promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen bathrooms, enclosing balconies flower bed, extending rooms, changing floors, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and/ or beams of the building, or damaging the stability of the structure of the building, intentionally or due to negligence, with or without the permission of the competent authority and/or society or association, this warranty shall stand lapsed. Further, in the following cases where the Allottee/s (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee/s and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbor's unit or common area by drilling or hammering etc. and (iv) Does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the Promoters shall not be invocable.

## **12. Declaration by the Allottee/s:**

Allottee/s hereby declares as follows:

1. The Allottee/s has verified the various documents mentioned in this agreement including title search report of the said land and is satisfied that the Promoter has absolute, developable and marketable title to the said land.
2. Allottee/s has verified and understood the proposed plan prepared by the promoter for the said entire project including the future development in its entirety

and he/she hereby gives consent for the promoter making changes in said project as per said proposed project upon getting permission and sanctions from the concerned authority.

3. Allottee/s is eligible and entitled to Purchase the said unit and Allottee/s hereby assure, undertake and guarantee that the Allottee/s shall use the said unit or any part thereof or permit the same to be used for purpose of residence and / or permitted professional activities. The Allottee/s shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities neither provided by the Promoter nor claim any division or sub division of such common area.
4. The Allottee/s hereby declares and confirms that he has seen the proposed revised plan. The Allottee/s hereby assures and undertakes that he will not raise any objection to the proposed revision in the plan. The Allottee/s hereby declares and confirms that this consent for revision of plan be considered as his unconditional consent mandated under RERA and that no further or separate consent would be required from him by the Promoter for carrying out the proposed revision.
5. The Allottee/s has verified and perused the development permission and commencement certificate and the conditions contained therein. The Allottee/s has also understood the proposed plan. The Allottee/s has also visited the site and understood the infrastructure available currently and have inquired about the role of government agencies in providing permissions and infrastructure for the project.
6. The Allottee/s hereby assure and undertake that he will not hold the promoter liable for any delays which are beyond the control of the promoter especially delays attributable to Corporation or delays due to the various amendments made to governmental policies during the development of the said project. The Allottee/s declares that he will not claim any interest or compensation from promoter or any other benefit in any other manner due to changes made by the government authorities or planning authorities or due to delay in obtaining permissions by promoter. The Allottee/s has agreed to off-set the benefit of lower pricing of unit against any delay in future.
7. If Allottee/s wishes to make a site visit during development, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee/s or to any of his family members or friends.
8. The Allottee/s hereby assures, undertake and confirm that the Allottee/s shall not at any time and in any case interfere, cause nuisance, block, obstruct, stop, raise any dispute, objection or contention whatsoever or in any way hamper the said right of way/ access provided in perpetuity to the adjoining land and / or third

party from the said Land/ said Entire Project/Sai World Legend and also more particularly for the said unit. The Allottee/s hereby unconditionally and irrevocably gives consent to the said right of way / access provided in perpetuity to the adjoining land and/ or third party from the said Land/ said Entire Project as more particularly shown on plan annexed hereto.

9. The Allottee/s shall make timely payment/ or the demand raised by Promoter. In case of default in payment, the Allottee/s shall remedy the default within the prescribed period. The Allottee/s shall not object to the cancellation of this agreement if the default continues.
10. The Promoter may complete any part, portion or any floor of the said building and obtain part occupation certificate and give possession of the said unit to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. If the Allottee/s takes possession of the said unit in such part completed building, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying the said unit. The Allottee/s shall not object to, protest or in any way obstruct in the execution of such work even though the same may cause any nuisance or disturbance to him/it.
11. It is agreed that the said entire project has been named **“SAI WORLD LEGEND”** and that neither the acquirers of premises in the building nor the Society / Body Corporate/ Promoter, shall be entitled to change the said name in any manner whatsoever.
12. The Allottee/s shall not interfere with use of amenities in **Sai World Legend** by the other Allottee/s of units.
13. The Promoter will be entitled to place Neon Sign and Boards for branding of **“Paradise Group”** and **“Sai World Legend”** at strategic places in the entire project. The Promoter shall ensure a separate electric meter for the said purpose and the changes for such meter and maintenance of such neon sign / boards shall be borne by the Promoter. The Allottee/s assures that it shall not object to such neon sign and boards at any time.
14. The Allottee/s understands and accepts that the Promoter is developing the said entire project in phases. This agreement is for a particular unit in one tower in a particular phase. The right of the Promoter to construct and develop this phase and all other phases remains unhindered and the Allottee/s shall not claim exclusive right, title and interest in any portion of the land or any phase or constructed / under construction area or amenity space or the FSI on the said land in the said entire project till the completion of all phases and conveyance of the said land to the confederation of the societies.

15. The Allottee/s shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee/s whichever is later. Without obtaining the said certificates any document executed by Allottee/s in the name of a third party shall be treated as ‘void-ab-initio’.
16. The Allottee/s shall not put adverse and derogatory news, material and opinion on the media in any form or manner about the project or the promoters. Any default by the Allottee/s would be treated as breach of contract and promoter would be entitled to claim cost and compensation and cancellation of this agreement coupled by forfeiture of advance given by the Allottee/s.
17. The Allottee/s shall not hold the Promoter liable for the delay caused due to the Force Majeure as mentioned in this agreement or due to delays in any permissions or services like water supply, electricity connections to be provided by any competent authority including the corporation or due to reasons beyond the control of the promoter.
18. The Allottee/s shall also provide a copy of the leave and license agreement to the promoter along with a copy of the police verification, wherever the Allottee/s has rented the said unit to a 3<sup>rd</sup> party.

**13. Date of Possession and Force Majeure:**

1. The Promoter shall complete the said project being Phase-I and give possession of the unit to the Allottee/s on or before **01/05/2026** subject to receipt and realization of all the amounts payable by the Allottee/s under this Agreement. If the Promoter fails or neglects to give possession of the said unit to the Allottee/s on account of reasons other than the reasons prescribed in this agreement, then subject to written demand from the Allottee/s and execution of cancellation deed of allotment/ agreement for sale of said unit, the Promoter shall be liable to refund to the Allottee/s the amounts already received by him in respect of the said unit with simple interest at the rate of SBI highest marginal cost +2%, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
2. The dispute, if any, whether the stipulations specified in statute have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator.
3. The Promoter is entitled to reasonable extension of time for giving possession of unit on the aforesaid date, if the completion of building in which the unit is to be situated is delayed on account of any court / authority staying either in full or in part any part of the construction / development on the said land, non-availability

of construction material, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the Sai World Legend, or for delay in supply of electricity and/or water by concerned government departments or for any other justifiable reason or circumstances. The Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, UMC, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters from time to time.

4. Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said unit as mentioned herein above, if the completion of the said complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labor trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the UMC, Government, the said UMC and/or any such other or similar public or authority or beyond the control of the Promoter and /or force majeure.
5. The Allottee/s shall take possession of the said unit within such period from the date of receipt of Occupancy Certificate in respect of said project as prescribed under the prevalent law at the time of receipt of such Occupancy Certificate. The Allottee/s must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit and also become a member of the society by executing relevant documents. The Promoter shall if required, separately execute a registered conveyance deed in favour of the Allottee/s for transfer of title in respect of said unit at the time of handing over the possession at the cost of Allottee/s.
6. On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee/s even though electricity and water supply have not commenced by the respective competent authorities. The Allottee/s shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoters offering possession of the said unit to the Allottee/s, the Allottee/s shall be liable to bear and pay their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period.



#### **14. UNDERSTANDING BETWEEN THE PARTIES:**

The Promoter and the Allottee/s also agree to the following:

1. The Allottee/s shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee/s shall give to Promoter, in writing the details of the nature of interior works to be carried out.
2. Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the said unit or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute.
3. The Allottee/s will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottee/s. All costs and consequences in this regard will be to the account of the Allottee/s.
4. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of wastewater, thus resulting in perennial choking and leakage in the said Unit or the Building.
5. The Allottee/s shall ensure that the contractors and workers do not use or spoil the toilets in the said unit or in the building and use only the toilets earmarked by Promoter for this purpose.
6. All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that Promoter will not be held responsible for any loss/theft/damage to the same.
7. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone.

8. During the execution of interior works, if any of the Allottee/s contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said unit and the Building. Further, the Allottee/s shall be responsible for acts of such persons.
9. The Allottee/s shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
10. The Allottee/s shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
11. The Allottee/s ensures that the contractors hired by the Allottee/s shall not use lift for the purpose of carrying the materials of interior work and if any damages is caused due to same it shall be repaired and brought to its original condition by the Allottee/s at their own expense within 30 days of written notice from the Promoter.
12. Having regard to the elevation of the buildings in the said project, the Allottee/s shall fix identical grills/ railings and the Air Conditioner in the places that are predetermined by the Promoters / that shall be approved by the Promoters. The Allottee/s shall affix the external grill /railings of such common design as shall be finalized by the Promoters in the manner and as per the specifications given by the Promoters. Accordingly, the Promoter has informed the Allottee/s that with a view to maintain the esthetics and elevation of the said Building, the Allottee/s shall, prior to extending the glass railings provided to the said premises/ fixing the grills to the windows/ balcony, take written permission from the Promoters inter-alia undertaking to use similar material and similar design to those already provided by the Promoters in the said premises.
13. Similarly, the Allottee/s shall install the Dish Antenna for the Set Top Box on the common Terrace on the Top Floor only in the area specifically earmarked for the said purpose. Similarly, for any other new/ additional facility/ service/s, should the Allottee/s require to install any Instrument/Receiver/Dish either outside the said premises or on the Top Terrace, then the Allottee/s shall install such Instrument/Receiver/Dish, only after obtaining the written consent from the Promoters in the manner and at the location identified and approved by the Promoters.
14. Not put or place flower pots, Vases or any plantations outside the Windows.

15. The Allottee/s shall not store any of their materials, belongings, and stocks in the open passage, refuge area/common area, floor lobby, terrace, fire rescue gallery, mid landings, etc.
16. The Lift facility in this Project shall be used as per rules of the Co-operative Society formed for the management of said Building/s. It is to be economically used. The Allottee/s as well as his/her/their employees or heirs shall not misuse the said lift and will take care and co-operate about it. The quality of lift shall be good. But it is a machine and is not manufactured by the Promoters. Therefore, during the use of the lift and even as a result of any defect or otherwise, if anyone is injured or any damage occurs, then the Co-operative Society or Promoters shall not become responsible for it and the Allottee/s or his/her/their employees/ heirs etc. shall not demand/shall not be entitled to demand such damages/ compensation from them and the Allottee/s hereby give his / her/ their assurance and consent in it.
17. The Promoters have provided the necessary car parking space in the project which has been approved by the UMC. In this regard, the Promoters have categorically informed the Allottee/s& the Allottee/s has/ has noted the same.

**15. FORMATION OF SOCIETY AND CONVEYANCE:**

1. The Promoter may form separate Co-operative Societies for each building to be constructed in **“Sai World Legend”**. A confederation of Societies under **“Sai World Legend”** shall be formed in which each of the society shall become a member. The Promoter shall apply for the formation and registration of a Society (the **“said society”**) within time limits given under RERA. The Allottee/s shall for this purpose 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 must be returned to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the said Society as per the provisions of Maharashtra Co-operative Societies Act, 1960 or any other prevalent law. The Promoter will not be liable if the Allottee/s delays in signing and handing over relevant documents to the Promoter and shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.
2. The Allottee/s has to pay an amount of Rs. 25,000/- (RUPEES TWENTY-FIVE THOUSAND ONLY) towards Society formation charges as and when demanded by the Promoter before registration of Society.

3. The Allottee/s shall be liable to 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 Promoter shall be sufficient document.
4. That when all the Towers are completed and the said entire project stands complete in all respects and occupancy certificate is received, a separate confederation of societies shall be formed and each of the society shall become the member of the said confederation.
5. The said land specified in **First Schedule** along with common amenities as specified in **Fifth Schedule** shall be conveyed to the confederation upon completion of the **Sai World Legend**. The Allottee/s shall not raise any claim for the use of amenities till said plot is conveyed to confederation, although the Promoter may at his discretion allow the use of amenities to Allottee/s prior to such conveyance.
6. The cost of conveyance of said land to confederation shall be borne by the confederation and the Allottee/s shall come forward to accept conveyance of said land in the name of confederation formed within two months' time of receiving intimation for such conveyance from the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the confederation after Occupancy Certificate.

**16. AMENITY SHARING AND MAINTENANCE:**

1. The Allottee/s understands that the promoter is developing the said entire land in phases. The amenities sanctioned and proposed will be used by all the Allottee/s of development on the said entire land. The Allottee/s here will not claim exclusive right over such amenities.
2. In addition to the amenities sanctioned and shown in layout plan the promoter may develop the proposed amenities in future. The Allottee/s here would also be entitled to use such amenities which are proposed and not yet sanctioned if and when developed in terms of this agreement.
3. The amenities and the amenities land would be conveyed to the Confederation after entire development on said entire land is done. Such confederation shall maintain the amenities by collecting contributions from each society on the said entire land who shall contribute for the maintenance of the amenity space as decided then by the societies jointly.
4. The Allottee/s understands that the amenities will be developed in phases and hence use of such amenities may not be available immediately on possession of unit or formation of society or at the time of conveyance of respective land to the

confederation. The amenities will be developed by the Promoter as and when sanctioned. The promoter reserves his right to alter, modify and shift the proposed amenities on any location in the said entire land and Allottee/s consents to it. However, the promoter will not alter, modify, shift the sanctioned amenity shown in the lay out plan of the entire land.

5. The Allottee/s shall contribute for maintenance of amenity to the promoter which are made available from time to time. The promoter for this purpose shall form the amenity maintenance entity and the Allottee/s undertakes to contribute his share in a timely manner and without raising any objection.

#### **17. MAINTENANCE DEPOSIT:**

1. Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the said unit is ready for use and occupation, the Allottee/s shall be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, if any, security, sweepers and all other expense necessary and incidental to the maintenance of the said land. Such proportionate share of expense shall be calculated on the basis of area of the said unit of said project.
2. The Allottee/s shall pay to the Promoter at the time of possession, an advance maintenance for twelve months aggregating to Rs.1,00,000/ for 2 BHK flats or Rs1,50,000/- for 3 BHK Flats or Rs. 2,00,000/- for 4 BHK along with GST or any other taxes as "common maintenance charges" for the upkeep and maintenance of the said Project building. The Allottee/s shall draw cheque/ Demand Draft/ Managers Cheque in the name of "**PARADISE LIFESTYLES PRIVATE LIMITED-A/c Maintenance**" maintained in Indian Overseas Bank, New Panvel Branch or any other Bank as decided by the Promoter. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.
3. The Allottee/s shall bear and pay monthly maintenance charges directly to the Society after the handing over of the building to the respective societies.
4. In addition to the advance maintenance of the said Project, the Allottee/s shall also pay to the Promoter in advance seven postdated cheques (**PDC's**) for an amount of **Rs. 1,00,000/- (RUPEES ONE LAKH ONLY)** each for initial period of seven years towards the common maintenance charges like electricity of common areas, security, maintenance of common areas, salaries for areas other than for said project (the "**federation charges**") until conveyance of **Sai World Legend** is executed in favor of the confederation of society. The Allottee/s shall draw cheque/ Demand Draft/ Managers Cheque in the name of **PARADISE LIFESTYLES PVT. LTD.-A/c Maintenance**" maintained in Indian Overseas bank, New Panvel Branch

or any other bank as decided by the Promoter. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favor of the Confederation as aforesaid. The Allottee/s shall ensure that the above PDC's are cleared on their respective dates. In the event of default, the Allottee/s shall be liable to pay interest at prescribed rate as per prevalent law for the period of default.

5. The Allottee/s shall pay such contribution as mentioned above at the time of taking possession and shall not withhold the same for any reason whatsoever.
6. The Promoter will convey the Sai World Legend to confederation only after all outstanding and arrears along with interest has been received by it from confederation.

**18. UNSOLD UNITS IN SAID PROJECT:**

1. The Promoter shall be inducted as a member of said society for unsold units upon formation of the society.
2. The Promoter shall be entitled to sell the unsold units in said project without any separate permission or consent of said society. The Promoter may mortgage the unsold units of the said project with the financial institutions without any separate NOC from said society.
3. The Allottee/s or said society shall not be entitled to demand any transfer charge for the transfer of unsold units by the Promoter to prospective Allottee/s.
4. The prospective Allottee/s of unsold units will be inducted as a member of the said society and no objection shall be raised by the said society or the Allottee/s herein.
5. The Promoter is entitled to retain all unsold parking spaces in the said project and Allottee/society/confederation shall not raise any objection or create any hindrance in the enjoyment of said parking by the promoter.
6. Promoter is entitled to all the rights of being a member of society i.e. right to attend meeting, right to vote in the meeting etc.

**19. POST POSSESSION OBLIGATIONS OF ALLOTTEE/S:**

1. The Allottee/s himself/themselves with intention to bring all persons into whosoever hands the said unit may come, do hereby covenant with the Promoter as follows: -
  - a) To maintain the said unit at Allottee/s own cost in good tenantable repaired condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which

may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.

- b) Not to store in the said unit 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 said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside color scheme of the said project in which the said unit is situated and shall keep the portion/sewers, drains pipes in the said unit and appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the project in which the said unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the said unit without the prior written permission of the Promoter and/ or the Society, as the case may be.
- e) Not to do or permit to be done any act or thing which may tender void or voidable any insurance of the said property and the said project in which the said unit 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 unit in the compound or any portion of the said property and the building in which the said unit is situated.

- g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Unit by the Allottee/s viz. for any purposes other than for residential purpose.
- h) The Allottee/s shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter to issue such Certificate if all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and if the Allottee/s has 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 requested in writing to the Promoter. Any transaction of let, sub – let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void – ab – initio.
- i) The Allottee/s shall observe and follow all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and bye-laws for the time being, of the concerned local authority, the Government and other public bodies. The Allottee/s shall also observe and follow all the stipulations and conditions laid down by the Society regarding the occupation and use of the said unit 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.
- j) Till a conveyance of said land and all building in the said project is executed the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and conditions thereof, but only after prior notice.

## **20.REGISTRATION OF THIS AGREEMENT:**

1. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unit unless all amounts as agreed upon in this agreement is paid by the Allottee/s to the Promoter and unless this agreement is duly stamped under the Maharashtra stamp Act and registered under the Registration Act, 1908. The Allottee/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him. All open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said land and the building thereon is conveyed to the said society.



2. Allottee/s shall pay the requisite stamp duty and registration charges applicable from time to time for registration of the agreement.
3. Allottee/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**21. AMENDMENT:**

No amendments and/or modifications of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and duly signed by the parties hereto.

**22. ALLOTTEE/S UNDERTAKING**

1. The Allottee/s undertake hereby gives his/her/their express consent to the Promoters to raise any loan against the said land and/or the said buildings under construction and promoter has mortgage the PHASE I with State Bank of India. This consent is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of land.
2. The Allottee/s shall not sell, transfer, assign the allotment of the said unit to another party without the consent of the Promoter.
3. All the provisions contained herein and the obligations arising hereunder in respect of said Project shall equally be applicable to and enforceable against any subsequent Allottee/s of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

1. The Promoter may, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in delay in making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s will not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof will not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
3. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter will not be construed as a waiver on the part of the Promoter of any

breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor will the same in any manner prejudice the rights of the Promoter.

**24. BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s. Secondly, the parties appear for registration of the same before the concerned Sub Registrar as and when intimated by the Allottee/s. If the Allottee/s(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or register this agreement, the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

**25. MATERIAL ADVERSE CHANGE/ CONDITION:**

In case of material adverse change in any of the parameters in the said project the parties hereto shall try and amicably modify, alter, settle the matter within themselves.

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**27.FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **28. GOVERNING LAW**

That 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.

## **29. NOTICE:**

All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s and the Promoter, by Registered Post A.D. at his/her address specified below: -

### **Name & Address of Allottee/s: -**

**MR. DEEPAK DAYALDAS SACHDEV**  
**MRS. KASHISH DEEPAK SACHDEV**  
FLAT NO. 404, 4<sup>TH</sup> FLOOR, DREAM HEIGHTS CHS.,  
ASHRAM ROAD, NEAR MSEB OFFICE,  
OT SECTION ULHASNAGAR 2 – 421002.

### **Address of Promoter: -**

**PARADISE LIFESTYLES PRIVATE LIMITED**  
1701 Satra Plaza Sector 19 D Palm Beach Road  
Vashi Navi Mumbai-400705

Upon handing over of the possession of the unit to the Allottee/s under this agreement, all the notices on the Allottee/s shall be served at the address of unit handed over to the Allottee/s under this agreement.

In case there are Joint Allottee/s all communications shall be sent by the Promoter 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.

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## **30. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

1. The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 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 understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

2. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee/s only.

### **31. Jurisdiction:**

All disputes concerning this agreement shall be subject to the jurisdiction of courts in Ulhasnagar.

### **First Schedule**

#### **SCHEDULE**

All those pieces and parcels of freehold lands situated at Ulhasnagar, Taluka Ulhasnagar, District Thane within the limits of Ulhasnagar Municipal Corporation bearing Plot No. 6 (Part), 7 & 8 Sheet No.92, 93, 94 and bearing:

<b>City Survey No.</b>	<b>Area (Sq. Meters)</b>
1618	41.00
1619/A	138.70
1625	162.40
1626/A	31193.55
<b>Total</b>	<b>31535.65</b>

#### **Bounded as follows: -**

On or Towards East: Misc. Hutments & road to Ulhasnagar camp no 1

On or Towards West: Land of B.R Mohatta (I) Pvt. Ltd

On or Towards South: Misc. Small houses

On or Towards North: KalyanMurbad Road.

## **Second Schedule**

### **SAID ENTIRE PROJECT**

A complex of Residential Towers of up to Ground plus 40 floors each named as Tower-1 Arista, Tower-2 Belista, Tower no 3 Elita, Tower no 4 Majestica with club house and a commercial building having commercial units of ground floor + 2 upper floors, club house and other amenities as per Fifth Schedule on land more particularly described in First Schedule.

## **Third Schedule**

### **PHASE-1 of the PROJECT (“SAID PROJECT”)**

Building Tower, no- 1 Arista, Tower no- 2 Belista, consisting of Ground + 36 Floors with the entire podium and the clubhouse. One Commercial Building of Ground + 2 Upper Floors constructed on piece and parcel of land as described in First Schedule- hereinabove in First Phase of the Project.

The Promoter will further construct Tower-3 Elita, Tower- 4 Majestica, in the Second Phase of the Project.

## **Fourth Schedule**

### **SAID UNIT**

Flat No. **1001**, **2 BHK** admeasuring carpet area of **64.21** Sq. Mtrs. on **10<sup>TH</sup>** floor, Tower name **BELISTA** and additional usable areas and facilities as per approved plan such as **7.25** Sq. Mtrs. Area of Balcony, **6.12** Sq. Mtrs of Service area etc. (the “**13.37**” sq. mtrs, **143.914 Sq. Fts additional usable area**”) in a housing project to be known as “**Sai World Legend**” to be constructed on land described in First Schedule at Ulhasnagar – 1 Dist.- Thane.

**Fifth Schedule**

**List of Common Amenities to be provided in Said Entire Project**

- ❖ ENTRANCE LOBBY
- ❖ JOGGING TRACK
- ❖ MULTI -PLAY COURT
- ❖ STEPPING STONES
- ❖ AMPEL PARKING SPACES
- ❖ BAMBOO TRAILS
- ❖ JACUZZI WITH HOT JETS
- ❖ SWIMMING POOL
- ❖ KIDS POOL
- ❖ PARTY LAWN
- ❖ MEDITATION AREA
- ❖ DESIGNER SCULPTURES
- ❖ CHILDREN'S PLAY AREA WITH MODREN EQUIPMENT
- ❖ AIR CONDIDTION CLUB HOUSE
- ❖ MODREN GYMNASIUM
- ❖ BANQUET HALL FOR PARTIES

## Annexure 7

<b>INTERNAL FLAT AMENITIES FOR “SAI WORLD LEGEND”-PHASE-1</b>
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- ❖ BIG SIZE VITRIFIED TILES IN ALL ROOMS EXCEPT MASTER BEDROOM.
- ❖ EUROPEAN WOODEN FLOORING IN MASTER BEDROOM.
- ❖ GRANITE KITCHEN PLATFORM WITH SERVICE PLATFORM
- ❖ 4 / 3 BURNER GAS HOB, EXHAUST CHIMNEY
- ❖ WATER PURIFIER & GEYSER FOR HOT WATER AT KITCHEN SINK
- ❖ EXHAUST FAN IN KITCHEN WINDOW
- ❖ SHOWER PANEL IN MASTER BEDROOMS
- ❖ BRANDED GEYSER IN BATHROOMS.
- ❖ DESIGNER BATHROOM WITH BRANDED SANITARY WARE & FIXTURES
- ❖ T. V., TELEPHONE & INTERNET POINTS IN ALL ROOMS.
- ❖ CONCEALED PLUMBING WITH PREMIUM QUALITY C. P. FITTING
- ❖ BRANDED CONCEALED COPPER WIRING WITH MCB / ELCB
- ❖ ATTRACTIVE MAIN DOOR WITH ELEGANT BIG HANDLES & NIGHT LATCH
- ❖ PREMIUM QUALITY PLASTIC PAINTS ON INTERIOR WALLS.
- ❖ AMPLE ELECTRICAL POINTS & MODULAR SWITCHES
- ❖ MARBLE & GRANITE WINDOW SILL WITH HALF ROUND MOULDING /  
POLISHED
- ❖ GYPSUM FINISHED INTERNAL WALLS
- ❖ VIDEO DOOR SECURITY SYSTEMS IN EACH FLAT WITH CAMERAS

### **List of Annexure**

1. Project lay out plan
2. Property Cards of said land
3. Commencement Certificate
4. Title report of advocate
5. Floor lay out plan
6. Registration Certificate
7. Amenities in the said Unit.

**RECEIPT**

RECEIVED with thanks from the Allottee/s **MR. DEEPAK DAYALDAS SACHDEV** AND **MRS. KASHISH DEEPAK SACHDEV** adult, and Indian Inhabitant, residing at **FLAT NO. 404, 4<sup>TH</sup> FLOOR, DREAM HEIGHTS CHS.,ASHRAM ROAD, NEAR MSEB OFFICE, OT SECTION ULHASNAGAR 2 - 421002**, a sum of of **Rs. 10,00,000/- (RUPEES TEN LAKHS ONLY)** as part payment on execution hereof as per terms & conditions of this Agreement for Sale of flat no. **“1001”, 2 BHK** on **10<sup>TH</sup> Floor BELISTA** (Building Name) in housing project to be known as **“Sai World Legend”** at Ulhasnagar - 1 Dist.- Thane.

<b>SR. NO.</b>	<b>DATE</b>	<b>CHQ NO</b>	<b>BANK &amp; BRANCH</b>	<b>AMOUNT</b>	<b>PARTICULARS</b>
1	20-02-2023	551101	BANK OF INDIA, ULHASNAGAR	5,00,000/-	SLAB
2	20-02-2023	202550	BANK OF INDIA, ULHASNAGAR	5,00,000/-	SLAB

The receipt is subject to realization of Cheques.

Date: \_\_\_\_\_

Place:

**For Paradise Lifestyles Pvt. Ltd.**

**Authorized Signatory**



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN**

**Signed, Sealed & Delivered**

By the within named Promoter

**PARADISE LIFESTYLES PRIVATE LIMITED**

Through Its Director

**SHRI AMIT MADHU BATHIJA** \_\_\_\_\_

Signature:

**Signed & Delivered By**

The Within named Allottee/s

**MR. DEEPAK DAYALDAS SACHDEV** \_\_\_\_\_

Signature:

**MRS. KASHISH DEEPAK SACHDEV** \_\_\_\_\_

Signature:

In Presence of:

1) Name:

Signature:

2) Name:

Signature: