

**SAI WORLD EMPIRE**

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

This agreement is entered into at \_\_\_\_\_, on \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ Month, year Two Thousand And Seventeen.

Between

**M/s Paradise Superstructures**, a registered Partnership Firm, PAN : AAQFP7752A, having Registered office at Amit Ashiana, near Bhaji Market Gol Maidan Ulhasnagar-421002 and Corporate office at 1701, Satra Plaza, Plot no 19 & 20 Sector 19D Vashi Navi Mumbai - 400703, through its Designated Partner Shri Amit 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 Partner or Partners for the time being of the said firm, their survivor or survivors, heirs, executors, administrators and assigns of such last survivor) of the First Part;

AND

Shri/ Smt/ M/s, having (PAN ) adult, Indian Inhabitant, residing at \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (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 Blue Circle Infratech, a partnership firm, registered under Indian Partnership Act-1932, with partners Shri Ajay Raychand Nensee, Shri Vijay Raychand Nensee and Shri Akshay Bansarilal Arora are the Owners and possess all rights, title and interest and are sufficiently entitled to and in possession of all that piece and parcel of land admeasuring in aggregate about 66,260 sq mtrs or thereabouts situated at Village – Rohinjan, Taluka – Panvel, Dist.- Raigad more particularly described in “**First Schedule- Part I**” (the “**Said Land**”). A Layout of the said land is appended hereto and is marked as “**Annexure-1**”. A copy of 7/12 extract is appended hereto as “**Annexure-2**”.

B. Owners have granted exclusive development rights of the said land to the Promoter vide Development Agreement dated: 27/09/2016 which is registered with the sub-registrar of assurance Panvel - 4 on 28/09/2016 bearing serial no PVL- 4- 8299 - 2016. Owners have also issued Irrevocable Power of Attorney dated 29/11/2016 in favour of Promoter to carry out the development and sale of the project on the said land which is registered with the sub-registrar of assurance PVL-1 bearing serial no.7972/2016

C. 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 Rental Housing Scheme of the Government of Maharashtra as amended and notified from time to time. Accordingly, Mumbai Metropolitan Region Development Authority (the “**MMRDA**”) has granted location clearance and approved layout plan vide its letter no MMRDA/RHD/RHS-36(A)/16/171 dated: 22<sup>nd</sup> September 2016 sanctioning FSI on net eligible area of 44,251 sq metres out of total area of 66,260 sq. mtr of said land. The said net eligible area is bifurcated into 33,188.25 sq. mtr as free sale area (the “**Sale Plot**”) more particularly described in “**First Schedule-Part-II**” and 11,062.75 sq mtrs. (the “**Rental Plot**”) more particularly described in “**First Schedule-Part-III**”.. An area admeasuring 7,809 Sq. Mtrs.in the land bearing Survey No.93/2+4 part, 93/3 part, 94/3A part and 94/4 (part) has been separately reserved as Amenity space area (the “**amenity Plot**”) more particularly described in “**First Schedule-Part-IV**”. The sale plot, the rental plot and the amenity plot are separately shown in the lay out plan being Annexure-1.

D. The Collector Raigad (the **Competent Authority**) has granted Commencement Certificate for the said Rental Housing Scheme vide letter dated 30/09/ 2016 bearing Serial no/LNA-1(B)/194/2016. As per the said Commencement Certificate, the promoter is entitled to construct and sell 1,32,521.83 sq. mtrs on the Sale Plot. Further the promoter is required to construct 11,062.75 sq. mtrs. on the Rental Plot and hand over free of cost to MMRDA. A copy of the said commencement Certificate is annexed and marked hereto as “**Annexure-3**”.

E. Out of the total FSI of 1,32,521.83 sq. metres on the Sale Plot available to the Promoter, the

Competent Authority has presently sanctioned residential buildings of 38 floors each (inclusive of 3 podiums) utilising FSI admeasuring 1,30,833.41 Sq. Mtrs. having six Towers named as Tower-1 CEASER, Tower-2 ALEXANDER, Tower-3 NAPOLEON, Tower- 4 CLEOPATRA, Tower 5- CHARLES, Tower 6- ELIZABETH with commercial units on the ground floor of tower 1, 2 and 3 utilizing FSI of 1688.42 thereby in aggregate utilizing 1,32,521.83 sq. mtrs (the “**said Entire Project**”) more particularly described in “**Second Schedule**”. Promoter is developing the first phase being Tower-1 CEASER, Tower-2 ALEXANDER, Tower-3 NAPOLEON, of 38 floors each and the entire podium and the club house. The balance residential FSI shall be utilised by the Promoter in Phase-II by developing Tower- 4 CLEOPATRA, Tower 5- CHARLES, Tower 6- ELIZABETH of 38 floors each. The commercial component is the shops on the ground floor of 3 buildings in the first phase utilizing FSI of 1688.42 sq mtr.

- F. The Floor Space Index (the “**FSI**”) of balance 14,200 sq. mtrs (plus TDR and Premium FSI) out of 66,260 sq. mtrs of said land more particularly described in “**First Schedule- Part-V**” shall be utilized by the Promoter by adding five more floors in each building of Phase-I. Such additional floors when sanctioned shall be Phase-III for additional floors on Tower-1 CEASER, Tower-2 ALEXANDER, Tower-3 NAPOLEON. Phase IV on Tower- 4 CLEOPATRA, Tower 5- CHARLES, Tower 6- ELIZABETH shall be of five to ten additional floors over and above the sanctioned 38 floors. Each of the phases being Phase I to Phase IV shall be separately registered with RERA. The club house amenity shall be provided with Phase-I. Each of the towers along with club house are separately marked in the annexed lay out plan being Annexure-1.
- G. The Promoter has also obtained the sanction of the amenities to be provided in the said entire project which is listed in **Third Schedule** appended hereto. Besides, the Competent Authority has sanctioned separate amenities for the construction to be carried out in the Rental Scheme on rental plot which is to be handed over to MMRDA.
- H. The said entire project including all phases and utilising entire FSI of 1,46,721 sq. mtrs [sanctioned 1,32,521.83 sq.mtrs and proposed 14,200 sq. mtrs (plus TDR and Premium FSI)] along with internal and external development and proposed amenities to be developed by Promoters will constitute as “**SAI WORLD EMPIRE**” a prototype of which is seen by the Allottee.
- I. The Promoter has provided right of way /access in perpetuity to the adjoining lands and/or third party from the said Land/ said Entire Project. The Promoter has also provided internal roads in the said Entire Project. The details of right of way/access roads and internal roads have been verified by Allottee and the Allottee has given his consent in respect thereof.

J. The Promoter has commenced construction of buildings sanctioned by authority in phase -I of the said project being Building Tower no- 1 CEASER, Tower no- 2 ALEXANDER, Tower no -3 NAPOLEON consisting of Lower Ground + Ground + 3 podiums+35 upper Residential Floors, the entire podium for six towers and the club house(**the "said project"**). The said project is more particularly described in "**Fourth Schedule**".

K. The Promoter has upon request, given inspection to the Allottee 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 Advocate Debajit Dutta (appended hereto as "**Annexure-4**" and of such other documents as mentioned in the recitals herein. In addition, the Allottee 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 is available for verification by the Allottee after giving a reasonable notice.

L. The Promoter has appointed M/s Spaceage Consultants as liasioning Architect having their office at Natraj Building 1<sup>st</sup> Floor Mulund Goregaon Link Road Mulund Mumbai-400080 and M/s Hiten Sethi Architects as Design Architect having their office at Ground Floor Yayati building Palm Beach Road Nerul Navi Mumbai both registered with the council of Architect.

M. The Promoter have appointed Structural Engineers 1) M/s Mahimtura Consultants having their office at Fort Mumbai, 2) M/s Structural Concept Designs Pvt Ltd. having address at 803 Maithli'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.

N. The Promoter has currently obtained sanction of construction loan from Indiabulls Housing Finance Limited (IHFL) for the said project for a loan amount of Rs. 125,00,00,000 (One Hundred twenty five crores only) through a mortgage deed registered at Panvel-4 at serial No. 802/2017 on 12.01.2017. The Allottee has perused and satisfied itself with the said mortgage deed dated 12.01.2017 issued by Indiabulls Housing Finance Limited before deciding to acquire a unit in the said project

O. The Promoter has expressed its intention to dispose of the flats to be constructed in the said project on outright sale to the prospective buyers. The Allottee, has satisfied himself/herself/themselves with all documents mentioned herein above and have understood the entire scheme of 'Sai World Empire' including phase wise developments. The Allottee applied to the Promoters vide request letter dated \_\_\_\_\_ for reservation of Flat no.\_\_\_\_\_ admeasuring appx. carpet area of \_\_\_\_\_ Sq. Mtr. as per the Real Estate (Regulation and Development Act, 2016, (hereinafter referred to as "**Said Unit**") on \_\_\_\_\_ floor in tower \_\_\_\_\_ in the said project marked in shaded area in the Floor Plan annexed hereto as **Annexure- 5** which is more particularly described in "**Fifth Schedule**".

P. The total consideration of the said flat is mutually agreed at Rs. \_\_\_\_\_ besides taxes and sum as mentioned herein. At and before the execution of these present the Allottee has paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees in words \_\_\_\_\_ only) being "booking advance" of the said unit agreed to be sold by the Promoter to the Allottee the receipt whereof the Promoters do hereby admit and acknowledge. The Promoter has accordingly issued a reservation letter dated \_\_\_\_\_ to the Allottee. The Allottee has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.

Q. The Promoter has accepted the proposal of the Allottee to transfer the said unit in the said project on outright sale to the Allottee at the price and on the terms and conditions hereinafter appearing.

R. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_; authenticated. A copy of certificate of registration is appended hereto as "**Annexure-6**". The Promoter shall separately be registering the other phases of the said entire project under RERA. Each such phase shall be a separate project for the purposes of RERA. The Allottee has understood the entire scheme of development and also the entitlement of the Promoter to utilise the full potential of FSI for the development of various phases in the said entire project.

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

- 1. Project:**
  1. The Promoter therefore develop the said project and 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 have informed the Allottee and the Allottee is aware that the Promoter propose to develop the said Sai World Empire in a phased manner since it is a very large project and shall take long time to develop. The Promoter have commenced construction of the **said Project** as mentioned in this agreement.
  3. The Promoter may as required by the concerned authorities and/or in their (i.e., the Promoter) absolute discretion amalgamate the said land with adjacent land and/or sub-divide the same and as part of such variation amendment and/or alteration in the building plans. The Promoter may also construct additional independent structures on the said land together with adjacent land and/or additional wings and/or additional construction by way of extension of one or more

wings to be proposed buildings/units and also to the 3 residential and one commercial building(s)/units now under construction.

4. The Allottee 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 Empire. It is, however, agreed that the Promoter shall obtain prior consent in writing of the Allottee in respect of any variation or modification in the flat lay out plan which may adversely affect the unit agreed to be purchased by the Allottee.
5. The Allottee hereby also gives his/her/its irrevocable consent to the Promoter developing Sai World Empire 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. The Allottee 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 Empire in the manner that may be determined by the Promoter.

## 2. Description Of Said Unit:

1. The Allottee agrees to purchase from Promoter and Promoter agree to sell to the Allottee **Flat no. [\_\_\_\_\_]** admeasuring carpet area as defined in the RERA Act 2016 of **[\_\_\_\_\_] Sq. Mtr. on [1] floor, in Tower [\_\_\_\_\_]** of Building as shown in the floor plan hereto annexed and marked as **Annexure -5** (the "**said unit**"). The said unit is more particularly described in **Fifth Schedule**. In addition to the said unit, and without any further consideration, the Allottee is also entitled to additional usable areas and facilities as per approved plan such as **\_\_\_\_\_ Sq. Mtrs. Area of Balcony, \_\_\_\_\_ Sq. Mtrs Niche, \_\_\_\_\_ Sq. Mtrs Dry Balcony and \_\_\_\_\_ Sq. Mtrs of terrace area etc (the "**additional usable area**")**. The said additional area is marked as shaded area in floor plan appended as **Annexure-5**. Therefore the gross usable area of the unit shall be aggregate of carpet area and Additional usable area i.e. **\_\_\_\_\_ Sq. Mtrs (the "**gross usable area**")**.
2. 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 for making any changes in the amenities to be provided by the Promoter.

## 3. Reservation For Parking:

1. At the request of the Allottee, **\_\_\_\_\_ [stilt/open]** parking in the project has been reserved. The Allottee 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 shall not be allowed to allot/transfer/let-out said parking space to any outsider/visitor i.e. other than the unit Allottee of said unit.
3. The said parking space must be used only for the purpose of parking motor vehicle and not for any other purpose.
4. Allottee 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.
5. The society shall finally ratify the reservation of such parking in its first meeting at the time of handover by the Promoter.

#### **4. Consideration And Schedule Of Payment:**

1. The Allottee shall pay a consideration of Rs. \_\_\_\_\_/- (Rupees in words \_\_\_\_\_ only) (hereinafter referred to as "**said consideration**") for purchase of Said unit. The said consideration amount includes electricity meter charges, water connection charges, society formation charges and documentation charges but does not include the taxes and other statutory payments. The Allottee is aware and accepts that the consideration between the parties as above is determined after passing on the benefit of credit of GST on the input cost to the Allottee.
2. The Allottee has negotiated the said consideration by offering to pay in the following manner which has been accepted by the Promoter:

<b>SR. NO.</b>	<b>PARTICULARS</b>	<b>Amount in %</b>
1	On Booking of Flat	<b>20%</b>
2	On or Before Commencement of Work	<b>7%</b>
3	On or Before plinth Completion	<b>7%</b>
4	On or Before Completion of 1 <sup>st</sup> Slab	<b>5%</b>
5	On or Before Completion of 2 <sup>nd</sup> Slab	<b>5%</b>
6	On or Before Completion of 3 <sup>rd</sup> Slab	<b>2%</b>
7	On or Before Completion of 4 <sup>th</sup> Slab	<b>2%</b>
8	On or Before Completion of 5 <sup>th</sup> Slab	<b>2%</b>
9	On or Before Completion of 6 <sup>th</sup> Slab	<b>2%</b>

10	On or Before Completion of 7 <sup>th</sup> Slab	<b>2%</b>
11	On or Before Completion of 8 <sup>th</sup> slab	<b>2%</b>
12	On or Before Completion of 9 <sup>th</sup> Slab	<b>2%</b>
13	On or Before Completion of 10 <sup>th</sup> Slab	<b>2%</b>
14	On or Before Completion of 11 <sup>th</sup> Slab	<b>2%</b>
15	On or Before Completion of 12 <sup>th</sup> Slab	<b>2%</b>
16	On or Before Completion of 13 <sup>th</sup> Slab	<b>2%</b>
17	On or Before Completion of 14 <sup>th</sup> Slab	<b>2%</b>
18	On or Before Completion of 15 <sup>th</sup> Slab	<b>2%</b>
19	On or Before Completion of 16 <sup>th</sup> Slab	<b>2%</b>
20	On or Before Completion of 17 <sup>th</sup> Slab	<b>2%</b>
21	On or Before Completion of 18 <sup>th</sup> Slab	<b>2%</b>
22	On or Before Completion of 19 <sup>th</sup> Slab	<b>2%</b>
23	On or Before Completion of 20 <sup>th</sup> Slab	<b>1%</b>
24	On or Before Completion of 21 <sup>st</sup> Slab	<b>1%</b>
25	On or Before Completion of 22 <sup>nd</sup> Slab	<b>1%</b>
26	On or Before Completion of 23 <sup>rd</sup> Slab	<b>1%</b>
27	On or Before Completion of 24 <sup>th</sup> Slab	<b>1%</b>
28	On or Before Completion of 25 <sup>th</sup> Slab	<b>1%</b>
29	On or Before Completion of 26 <sup>th</sup> Slab	<b>1%</b>
30	On or Before Completion of 27 <sup>th</sup> Slab	<b>1%</b>
31	On or Before Completion of 28 <sup>th</sup> Slab	<b>1%</b>
32	On or Before Completion of 29 <sup>th</sup> Slab	<b>1%</b>
33	On or Before Completion of 30 <sup>th</sup> Slab	<b>1%</b>
34	On or Before Completion of 31 <sup>st</sup> Slab	<b>1%</b>
35	On or Before Completion of 32 <sup>nd</sup> Slab	<b>1%</b>

36	On or Before Completion of 33 <sup>rd</sup> Slab	1%
37	On or Before Completion of 34 <sup>th</sup> Slab	1%
38	On or Before Completion of 35 <sup>th</sup> Slab	1%
39	On or Before Completion of 36 <sup>th</sup> Slab	1%
40	On or Before Completion of 37 <sup>th</sup> Slab	1%
41	On or Before Completion of 38 <sup>th</sup> Slab	1%
42	On or Before Completion of 39 <sup>th</sup> Slab	1%
37	On or Before Completion of Brick Work	1%
38	On or Before Completion of Plaster Work	1%
39	On or Before Completion of Plumbing, Electric & Flooring work	1%
40	On Possession of Flat	1%
<b>TOTAL</b>		<b>100%</b>

3. All payment shall be made by the Allottee by drawing cheque/ DD in the name of "**Paradise Superstructures**".
4. The Allottee 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 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 intimated to the Allottee and the TDS certificate if applicable is received by the Promoter.
6. The Allottee has made a payment of Rs. \_\_\_\_\_/- (Rupees in words \_\_\_\_\_ only) towards booking of said unit along with the request letter dated \_\_\_\_\_ which has been adjusted against the consideration of the unit.

**5. Payment Of Statutory Dues And Taxes:**

1. In addition to the Consideration of said unit the Allottee 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 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 Empire GST A/C** maintained at Indian Overseas Bank.

2. The cost of valuation report charges and other out of pocket expenses on this transaction shall be borne by the Allottee. Further, the Allottee 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 authorized representative for purpose of registration at 'Seven days notice' from Allottee. The Promoter will not be liable under any law for any delay, laches and / or negligence shown by the Allottee in presenting this agreement for registration before the competent authority.
3. The Allottee has paid proportionate GST on installment amount and agreement value at prevalent rates and rules and regulations through separate cheque. The Developer hereby acknowledge the receipt hereof.

## **6. Notice Of Demand:**

1. Timely payment of all the above instalments/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 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 14 days time from date of notice to Allottee for making the payment. The said notice of demand must be accompanied by 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 at the address mentioned in 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.

## **7. 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 favour of Allottee unless all amounts as agreed upon in this agreement is paid by the Allottee 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 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 Allottees.
3. The Allottee 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 Sai World Empire is ready for Occupation.

#### **8. Default By Allottee:**

1. Following shall be deemed to be a default on the part of Allottee:
  - a. Default in making 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 will not be in default if he corrects/ remedies such breach within 15 days of notice from the Promoter to the Allottee.

2. If the Allottee commits default in payment on due date of any amount due or commits breach of any of the terms and conditions herein contained, the Allottee shall pay interest per annum at the prescribed rate under prevalent law on all such amounts to the Promoter 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.
3. If default continues, the Promoter may terminate this Agreement. The Promoter must give Seven days prior notice in writing of his intention to terminate this Agreement mentioning specific breach of terms and conditions.

4. Upon termination of this Agreement, the Promoter shall refund the instalments of sale price of the unit (subject to adjustment of 25% of payments received till that date as liquidated damages and service charge) which may till then have been paid by the Allottee. Such refund shall be issued within a period of thirty days (30) of the registration of cancellation/termination deed and expulsion of the Allottee from the membership of the society as per the clause mentioned below.
5. The Promoter shall also move for expulsion of the Allottee 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 will be required for such expulsion.
6. Upon intimation of termination of this Agreement the Promoter, will be at liberty to dispose of and sell the unit to such person and at such price as the Promoter may think fit.
7. Upon such termination the Allottee shall not raise any objection. The Promoter is entitled to register the cancellation deed with the registrar without requirement of execution from Allottee.
8. The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee till the date of termination of the agreement.
9. The Promoter may at its option approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

#### **9. Declaration By The Promoters:**

1. The Promoter shall 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, 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.
3. The Promoter declares that it has provided right of way/access in perpetuity to the adjoining land and/ or third party from the said Land/ said Entire Project. The Promoter has also provided common internal roads and right of way in the said Entire Project.

4. The Promoter further declares that subdivision of the said Land may be carried out segregating the said right of way provided in perpetuity to the adjoining land and/ or third party from the said Land/ said Entire Project. Further, in the event the subdivision of the said Land is not permitted for any reason whatsoever, then in such event, simultaneously with the execution of the Deed of Sale/ Conveyance/ Transfer of the said Land in favour of the Society, Company or other Association of Persons, such Society, Company or other Association of Persons shall execute at the cost of the Promoter a transferable and heritable lease in perpetuity over the said right of way in favour of the owners of the said Land and or their nominees, assignees upon payment of a nominal annual rent of Rupee one payable if demanded. It is clarified that under the proposed lease, the owners and / or their nominees, assignees, if permitted by Concerned Authority, shall be at liberty to assign, sub-lease, license, mortgage or otherwise alienate the said Right of Way without any consent, oral and/ or in writing from the Developers and/ or Society, Company, Allottees, Association of Persons in whose favour the said Land may be transferred.
5. 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 whole project is complete and said land is conveyed to the confederation. The Allottee is entitled to use the amenities as and when they are completed irrespective of formal handing over to confederation provided the Allottee has become the member of society and has taken possession of is unit.
6. The Promoter is entitled to use different design, brand, shape, size and colour 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 and close to the quality of material and of such specification as mentioned in the list of amenities.
7. 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 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 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 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 within forty-five days from such demand being made by the Allottee. If there is any increase in the carpet area of the said unit allotted to

Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee 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.

8. 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, 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 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 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 (i) Installs air conditioners on the external walls haphazardly which may destabilize the structure (ii) Allottee and/or its tenants load heavy luggage in the lift (iii) Damage any portion of the neighbour'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.

#### **10. Declaration By The Allottee:**

1. The Allottee 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. The Allottee hereby declares that he shall not in any case interfere/obstruct with the development activity undertaken in respect of said project/ said entire project / Sai World Empire and also more particularly for the said unit.
3. The Allottee 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 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. If Allottee 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 or to any of his family members or friends.
5. The Allottee hereby assures, undertake and confirm that the Allottee 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. The Allottee 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.
6. The Allottee shall make timely payment/ or the demand raised by Promoter. In case of default in payment, the Allottee shall remedy the default within prescribed period. The Allottee shall not object the cancellation of this agreement if the default continues.
7. The Allottee shall not interfere with use of amenities in **Sai World Empire** by the other Allottees of units in Sai World Empire.
8. It is agreed that the said entire project has been named "**SAI WORLD EMPIRE**" 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.
9. The Promoter will be entitled to place Neon Sign and Boards for branding of "**Paradise Group**" and "**Sai World Empire**" at strategic places in the entire project. The Promoter shall ensure 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 assures that it shall not object to such neon sign and boards at any time.
10. The Allottee has relied upon the advertisement placed by the Promoter on or after the 1<sup>st</sup> May 2017 while deciding to seek allotment of the said unit in the project.
11. The Allottee 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 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.
12. The Allottee 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 whichever is later.

Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'void-ab-initio'.

**11. Date Of Possession And Force Majeure:**

1. The Promoter shall give possession of the unit to the Allottee on or before **31st May 2021** subject to receipt and realization of all the amounts payable by the Allottee under this Agreement. If the Promoter fails or neglects to give possession of the said unit to the Allottee on account of reasons other than the reasons prescribed in this agreement, the Promoter shall refund to the Allottee the amounts already received by him in respect of the said unit with simple interest at the rate prescribed as per prevalent law calculated pro rata 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 will be 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 Empire.
4. The Allottee 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 must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit. The Promoter shall if required, separately execute a registered conveyance deed in favour of the Allottee for transfer of title in respect of said unit at the time of handing over the possession at the cost of Allottee.
5. On getting the occupancy certificate, the Promoter may handover possession of the said unit to the Allottee even though electricity and water supply have not commenced by the respective competent authorities. The Allottee shall not raise any claim/ demand on the Promoter for the delay in getting the supply of electric and water. On the Promoter offering possession of the said unit to the Allottee, the Allottee 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.

**12. UNDERSTANDING BETWEEN THE PARTIES:**

The Promoter and the Allottee also agree to the following:

1. The Allottee 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 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. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said unit or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.
3. The Allottee 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, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.
4. The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) 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 waste water, 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 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 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 alone.
8. During the execution of interior works, if any of the Allottees 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 shall be responsible for acts of such persons.

9. The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works. The Allottee 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.
10. The Allottee ensures that the contractors hired by the Allottees 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 at their own expense within 30 days of written notice from the Promoter.

### **13. Formation Of Society And Conveyance:**

1. The Promoter may form separate Co-operative Societies for each building to be constructed in "**Sai World Empire**". A confederation of Societies under "**Sai World Empire**" shall be formed in which each of the society must become the member. The Promoter shall apply for the formation and registration of a Society (the "**said society**") within time limits given under MAHARERA. The Allottee 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, 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 delays in signing and handing over relevant documents to the Promoter. To become a member of the said society the Allottee must pay all sum and take possession of the said unit.
2. The Allottee shall be liable to be expelled from the said society if the Allottee defaults in making timely payments or violates this deed in any manner. For such expulsion the termination letter from Promoter shall be sufficient document.
3. The Promoter shall within three months (3) of receipt of occupancy certificate from competent authority or any other authority and receipt of complete amount of the said consideration cause to handover the building in the favour of the said society.
4. The Promoter shall convey the said land to the confederation within twelve (12) months of the last building receiving the Occupancy Certificate in the last Phase after utilizing the entire potential FSI of the said entire land.

5. The said land specified in **First Schedule** along with common amenities as specified in **Third Schedule** shall be conveyed to the confederation upon completion of the **Sai World Empire**. However, the Allottee may enjoy the common amenities as and when they are ready.
6. The cost of conveyance of said land to confederation shall be borne by the confederation and the Allottees 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.

**14. Maintenance Deposit:**

1. Commencing a week after notice in writing is given by the Promoter to the Allottee that the said unit is ready for use and occupation, the Allottee shall be liable for proportionate share of outgoings in respect of said land 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 said land. Such proportionate share of expense shall be calculated on the basis of area of the said unit plus the additional area attached to the said unit i.e. gross usable area vis a vis total gross usable area of said project.
2. The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for twelve months aggregating to Rs. 1,00,000/- OR Rs. 1,25,000/- Rs 1,50,000/- [2BHK OR 3BHK OR 4BHK] along with GST or any other taxes as "common maintenance charges" for the upkeep and maintenance of the said Project building. The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of "**Paradise Superstructures-A/c Maintenance**" maintained in Indian Overseas Bank, New Panvel Branch. The amounts so paid by the Allottee 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 shall bear and pay monthly maintenance charges directly to the Society after the handing of building to the respective societies.
4. In addition to the advance maintenance of the said Project, the Allottee shall also pay to the Promoter in advance seven post dated cheques (**PDC's**) for an amount of **Rs. 1,00,000/- (Rupees One Lac only)** each for initial period of seven years towards the common maintenance charges like electricity of common areas, security, property tax, maintenance of common areas, salaries for areas other than for said project (the "**federation charges**") until conveyance of **Sai World Empire** is executed in favour of the confederation of society. The Allottee shall draw cheque/ Demand Draft/ Managers Cheque in the name of "**Paradise Superstructures-A/c Maintenance**" maintained in Indian Overseas bank, New Panvel Branch. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until

a conveyance is executed in favour of the Confederation as aforesaid. The Allottee shall ensure that the above PDC's are cleared on their respective dates. In the event of default the Allottee shall be liable to pay interest at prescribed rate as per prevalent law for the period of default.

5. The Allottee shall pay such contribution as mentioned in 13.2 and 13.4 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 Empire to confederation only after all outstanding's and arrears along with interest has been received by it from confederation.

**15. Unsold Units In Said Project:**

1. The Promoter shall be inducted as a member of said society for unsold units upon conveyance to society.
2. The Promoter is 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 or said society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottees.
4. The prospective Allottees 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 herein.
5. The Promoter is entitled to retain at least one parking for each unsold flat 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.

**16. Post Possession Obligations Of Allottee:**

1. The Allottee 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 Allottees 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 cause 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 in this behalf, the Allottee 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 and shall not do or suffer 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 committing any act in contravention of the above provision, the Allottee 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 colour 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 render 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 viz. for any purposes other than for residential purpose.

- h) The Allottee 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 to the Promoter under this Agreement are fully paid up and if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee 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 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 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 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.

#### **17. 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.

#### **18. Right To Mortgage Land For Construction:**

The Allottee hereby gives his/her/their express consent to the Promoters to raise any loan against the said project or unsold units under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party in addition to current financial arrangement with Indiabulls Housing Finance Limited. Any such loan liability shall be cleared by the Promoters at their own expenses on or before conveyance of land to the Confederation.

**19. Allottee Undertaking:**

1. The Allottee 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, upon intimation from Allottee.
2. 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 Allottees of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

**20. Waiver Not A Limitation To Enforce:**

1. The Promoter may, without prejudice to its rights as set out in this Agreement, waive the 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 that exercise of discretion by the Promoter in the case of one Allottee will not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.
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 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 nor will the same in any manner prejudice the rights of the Promoter.

**21. Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee 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. Secondly, the parties appear for registration of the same before the concerned Sub Registrar as and when intimated by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or register this agreement, the Promoter shall serve a notice to the Allottee for rectifying the default,

which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. Notice:**

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

Address of Allottee:-

Address of Promoter:-

Paradise Superstructures

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

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

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**26. Compliance Of Laws Relating To Remittances:**

1. The Allottee, 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 fulfil 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 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 shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee 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 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 favour of the Allottee only.

**27. Jurisdiction:**

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

**First Schedule**

**PART -1**

All those pieces or parcels of land situated, lying and being at village Rohinjan, Taluka Panvel, District Raigad admeasuring about 66,260 sq. metres or thereabouts bearing survey nos as listed below:

Sr. No	Survey no/Hissa no	Area in Sq. M
1	93/3	2760
2	93/2&4	10900
3	94/1	3160
4	94/2	2900
5	94/3A	5910
6	94/3B	800
7	94/4	5330
8	102/1A	1420
9	102/1B	2720
10	102/3	2600
11	102/4	4990
12	102/5A2	5120

13	102/5B	1310
14	102/5K	1620
15	103/1A	1090
16	103/1B	3720
17	103/2A	5160
18	103/2B	1310
19	103/3	3440
	<b>TOTAL</b>	<b>66,260</b>

And bounded as under:

North: Land of survey no 104

East: Land of survey no 91, 92

South: 32 M wide Road

West: Land of CIDCO ltd.

#### PART-II

**All that pieces and Parcels of Land of which FSI has been granted as Sale Component.**

Sr. No	Survey no/Hissa no	Area in Sq. M
1	93/2&4	76.25
2	94/1	3160
3	94/2	2900
4	94/3A	4689
5	94/3B	800
6	94/4	1263

7	102/1A	1420
8	102/4	4990
9	102/5A2	5120
10	102/5B	1310
11	102/5K	1620
12	103/1A	1090
13	103/2B	1310
14	103/3	3440
	<b>TOTAL</b>	<b>33188.25</b>

#### PART-III

All those pieces and parcels of Land along with constructed area to be  
Conveyed to MMRDA

<u>Sr. No</u>	<u>Survey no /Hissa no</u>	<u>Area in Sq. Meters</u>
1	93/2+4	9773.75
2	93/3	1289
	<b>Total</b>	<b>11062.75</b>

#### PART-IV

All that pieces and Parcels of land reserved as Amenity Area by Planning  
Authority

<u>Sr No</u>	<u>Survey no/Hissa No</u>	<u>Area in Sq. Mtrs</u>
1	93/2+4	1050

<b>2</b>	93 / 3	1471
<b>3</b>	94 / 3A	1221
<b>4</b>	94 /4	4067
	<b><u>Total</u></b>	<b>7809</b>

#### PART-V

**All that pieces and parcels of land of which FSI is to be availed in future for Expansion of Project**

Sr. No	Survey no/Hissa no	Area in Sq. M
1	102/1B	2720
2	102/3	2600
3	103/1B	3720
4	103/2A	5160
	<b>Total</b>	<b>14200</b>

#### Second Schedule

#### SAID ENTIRE PROJECT

A complex of Six residential Towers named as Tower-1 CEASER, Tower-2 ALEXANDER, Tower-3 NAPOLEON, Tower- 4 CLEOPATRA, Tower 5- CHARLES, Tower 6- ELIZABETH of Ground + 38 upper floors each (inclusive of 2 podiums) utilising FSI admeasuring 1,30,833.41 Sq. Mtrs. and a commercial units of ground floor of Towers1, 2 and 3 in First Phase utilizing FSI of 1688.42 thereby in aggregate utilizing 1,32,521.83 sq. mtrs with proposed expansion of utilising additional FSI of 14,200 sq. mtr (plus TDR and Premium FSI) by constructing additional five floors in each of the three buildings of Phase-I and five to ten additional floors over and above the sanctioned 38 floors of three buildings of Phase-II and a separate building for club house and other amenities as per Third Schedule on land more particularly described in First Schedule- Part II

### **Third 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 CONDIDION CLUB HOUSE
- ❖ MODREN GYMNASIUM
- ❖ BANQUET HALL FOR PARTIES

### **Fourth Schedule**

#### **SAID PROJECT**

Building Tower no- 1 CEASER, Tower no- 2 ALEXANDER, Tower no -3 NAPOLEON consisting of Lower Ground + Ground consisting of shops + 3 podiums+35 upper Residential Floors and the entire podium of six towers and the club house constructed on piece and parcel of land as described in First Schedule- Part II hereinabove.

### **Fifth Schedule**

#### **SAID UNIT**

Flat No. \_\_\_\_\_, admeasuring carpet area of \_\_\_\_\_ Sq. Mtrs. on \_\_\_\_\_ floor, Tower name \_\_\_\_\_ and additional usable areas and facilities as per approved plan such as \_\_\_\_\_ Sq. Mtrs. Area of Balcony, \_\_\_\_\_ Sq. Mtrs Niche, \_\_\_\_\_ Sq. Mtrs Dry Balcony and \_\_\_\_\_ Sq. Mtrs of terrace area etc (the "**additional usable area**") in housing project to be known as "**Sai World Empire**" to be constructed on land described in First Schedule at Village -Rohinjan, Taluka - Panvel, Dist.- Raigad.

**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

**M/S. Paradise Superstructures**

Through Its Designated Partner

Shri Amit Madhu Bathija

Signature:

**Signed & Delivered By**

The Within named Allottee

Name:

Signature:

In Presence of:

1) Name:

Signature:

2) Name:

Signature:

### RECEIPT

RECEIVED with thanks from the Allottee Shri/ Smt adult, and Indian Inhabitant, residing at a sum of Rs. \_\_\_\_\_/- (Rupees in \_\_\_\_\_ words only) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of flat no. "\_\_\_\_", on \_\_\_\_\_ Floor in \_\_\_\_\_ wing \_\_\_\_\_ (Building Name) in housing project to be known as "**Sai World Empire**" at Village – Rohinjan, Taluka – Panvel, Dist.- Raigad.

Cheque No.	Bank Name	Voucher Amount	Service Tax Received	Cheque Amount
TOTAL:				

The receipt is subject to realization of Cheques.

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

Place:

For M/S Paradise Superstructures

Authorized Signatory

#### List of Annexure

1. Project lay out plan
2. 7/12 extract 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.

### **Annexure 7**

#### **INTERNAL FLAT AMENITIES FOR “SAI WORLD EMPIRE”-PHASE-1**

- ❖ BIG SIZE VITRIFIED TILES IN LIVING, DINNING AND PASSAGE AREA
- ❖ VITRIFIED TILES IN KITCHEN AND COMMON BEDROOM
- ❖ EUROPEAN WOODEN FLOORING IN MASTER BED ROOM.
- ❖ 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