

SAI PLATINUM

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

This agreement is entered into at Panvel, on _____ this _____ Day of _____ Month, year Two Thousand and _____.

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/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 Blue Circle Infratech, a partnership firm, registered under Indian Partnership Act-1932, 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 3340 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: 05/03/2024 which is registered with the sub-registrar of assurance Panvel - 4 at serial no PVL- 4- 4312 - 2024.
- C. The Promoter is in the process of developing the said Land by constructing thereon residential and commercial units as per provisions of UDCPR notified by the Government of Maharashtra. The Total permissible built up / FSI area is 15915.30 Sq. Mtrs on the Plot area admeasuring 3340 Sq. Mtrs as per table 6G of UDCPR.
- D. The Dy. Director of Town Planning Panvel Municipal Corporation has granted Commencement Certificate for the development of the said land vide letter dated 20/11/2023 bearing Serial no. PMC/TP/Rohinjan/93/1/21-23/16353/3293/2023. As per the said Commencement Certificate, the promoter is entitled to construct and sell commercial and residential units for built up area admeasuring 7998.81 Sq. Mtrs consisting of (Basement 1 + basement 2 + Ground (Commercial) +1st Podium + 2nd to 17 residential floors) out of total permissible built up / FSI area of 15915.30 Sq. Mtrs. A copy of the said commencement Certificate is annexed and marked hereto as “**Annexure-3**”.
- E. The Promoter will procure TDR required for obtaining approval of balance built up area and then apply to the Panvel Municipal Corporation for issuance of further CC for constructing the building up to 33 floors in near future.
- F. The Promoter has also obtained the sanction of the amenities to be provided in the said entire project which is listed in **Second Schedule** appended hereto.
- G. 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/s and the Allottee/s has given his consent in respect thereof.
- H. The Promoter has commenced construction of buildings sanctioned by authority (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 UK JURIS Advocates (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 is available for verification by the Allottee/s after giving a reasonable notice.

J. The Promoter has appointed M/s Spaceage Consultants as Liaisoning Architect having their office at Natraj Building 1st 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.

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.

L. The Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building.

M. The Promoter has expressed its intention to dispose of the units to be constructed in the said project on outright sale to the prospective buyers. The Allottee/s has satisfied himself/herself/themselves with all documents mentioned herein above.

N. The Allottee/s applied to the Promoters vide request letter dated ____ for reservation of Flat no.____, ____ BHK, admeasuring appx. carpet area of _____ Sq. Mtrs. as per the Real Estate (Regulation and Development Act, 2016, (hereinafter referred to as "**Said Unit**") on _____ floor in residential Building no _____ named as _____ 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**".

O. 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/s 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/s the receipt whereof the Promoters do hereby admit and acknowledge. The Promoter has accordingly issued a reservation letter dated _____ to the Allottee/s. The Allottee/s has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.

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.

Q. The Promoter has registered the Project under the provisions of the **Real Estate Regulatory Authority under Registration no.**_____; Authenticated copy of certificate of registration is appended hereto as "**Annexure-6**".

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

1. PROJECT:

- 1.1. The Promoter therefore develop the SAI PLATINUM 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.

- 1.2. The Promoter have informed the Allottee and the Allottee is aware that the Promoter has commenced construction of the project as mentioned in this agreement.
- 1.3. The Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
- 1.4. 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 City in the manner that may be determined by the Promoter.

2. DESCRIPTION OF SAID UNIT:

- 2.1. The Allottee agrees to purchase from Promoter and Promoter agree to sell to the Allottee **Flat no.____, __BHK** admeasuring carpet area as defined in the RERA Act 2016 and MAHARERA RULES 2017 of _____ **Sq. Mtrs. on _____ floor**, as shown in the floor plan hereto annexed and marked as **Annexure -7**. The said unit is more particularly described in **"Fourth Schedule"**.
- 2.2. The Allottee agrees to purchase from Promoter and Promoter agrees to sell to the Allottee the additional usable area as per approved plan such as, _____sq. mtrs. of Balcony area, _____ sq. mtrs. of Dry Balcony.
- 2.3. Therefore, the gross usable area of the unit shall be aggregate of carpet area and additional usable area i. e: _____Sq. Mtrs (_____ sq. ft).
- 2.4. The fixtures, fittings, and amenities to be provided by the Promoter in the said unit and the said building are those that are mentioned in the second Schedule appended 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 CAR PARKING:

- 3.1. At the request of the Allottee, _____ **CAR parking** in the project has been reserved. The Allottee will utilize the said car parking for his/her/ their personal use. The location and other details viz. car parking number shall be intimated at the time of handing over of possession of the said unit.
- 3.2. The Allottee shall not be allowed to allot/transfer/let-out said car parking space to any outsider/visitor i.e., other than the unit Allottee of said unit.
- 3.3. The said car parking space must be used only for the purpose of parking motor vehicle and not for any other purpose.

- 3.4. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.
- 3.5. The society shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

4. CONSIDERATION AND SCHEDULE OF PAYMENT:

- 4.1 The Allottee shall pay a consideration of Rs. _____ /- (RUPEES _____ 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.
- 4.2 The Allottee has negotiated the said consideration by offering to pay in the manner as has been described in the Payment Schedule appended herewith and marked as **Annexure -8** which has been accepted by the Promoter.
- 4.3 All payment shall be made by the Allottee by drawing cheque/ DD in the name of "**PARADISE SUPERSTRUCTURES**".
- 4.4 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. 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.
- 4.5 The Allottee has made a payment of Rs. _____ /- (RUPEES _____ 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:

- 5.1 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 and GST shall be made in the name of **Paradise Superstructures GST**.
- 5.2 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 'fifteen (15) 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.

- 5.3 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:

- 6.1 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 by the Promoter only upon receipt of all payment including taxes and other charges.
- 6.2 Upon the installment becoming due, the Promoter shall issue a notice of demand giving at least 7 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.
- 6.3 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:

- 7.1. 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 Maharashtra stamp Act and registered under the Registration Act, 1908.
- 7.2. 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 land is conveyed to the Confederation.
- 7.3. 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 project is ready for Occupation.

8. INTEREST:

- 8.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to

withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

- 8.2. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

9. TERMINATION OF THIS AGREEMENT:

1. Without prejudice to the right of promoter to charge interest in terms of sub clause 8.2 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
2. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
3. Upon termination of this Agreement, the Promoter shall refund the installments 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) or signing of the cancellation/termination deed.
4. 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.
5. 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.
6. 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.
7. 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.
8. The Promoter may at its option approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. 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 has also provided common internal roads in the Project.
3. The Project amenities are being developed along with the whole project. The building would be completed and handed over to respective society. 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 introspective of formal handing over to confederation provided the Allottee has become the member of society and has taken possession of is unit.
4. The Promoter is entitled to use different design, brand, shape, size, and color material than that mentioned in the second schedule 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.

VARIATION CAP OF 3%:

5. 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.

DEFECT LIABILITY PERIOD:

6. 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 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.

11. DECLARATION BY THE ALLOTTEE:

- 11.1 The Allottee has verified the various documents mentioned in this agreement including title search report of the said larger land and is satisfied that the Promoter has absolute, clear, developable, and marketable title to the said land.
- 11.2 The Allottee hereby declares that he shall not in any case interfere/obstruct with the development activity undertaken in respect of said project **SAI PLATINUM** and also more particularly for the said unit.
- 11.3 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 provided by the Promoter nor claim any division or subdivision of such common area.
- 11.4 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.
- 11.5 The Allottee hereby assures, undertake, and guarantee that the Allottee shall not in any case interfere, cause nuisance, obstruct, stop or in any way hamper with the 'right of way/ easement' granted to the adjacent land from the portion of said larger land.
- 11.6 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.
- 11.7 The Allottee shall not interfere with use of amenities in **SAI PLATINUM**.

11.8 It is agreed that the said entire project has been named **"SAI PLATINUM"** 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.

11.9 The Promoter will be entitled to place Neon Sign and Boards for branding of **"Paradise Group"** and **"Sai Platinum"** 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. 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'.

12. DATE OF POSSESSION:

The Promoter shall give possession of the unit to the Allottee on or before **30th December 2030** subject to receipt and realization of all the amounts payable by the Allottee under this Agreement.

13. FORCE MAJEURE:

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 situated, is delayed on account of.

- i) war, flood, drought, fire, cyclone, earthquake, or any other calamity caused by nature affecting the Sai World Empire Phase IV.
- ii) Any notice, order, rule, notification of Government and/or other public or competent authority/ court.

14. PROCEDURE FOR TAKING POSSESSION:

1. The Promoter upon obtaining the occupancy certificate from the competent Authority and the payment made by the Allottee as per the agreement the Promoter shall offer in writing the possession of the said unit to the Allottee in terms of this agreement to be taken within 3 (Three months' time) from date of issue of such notice). The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
2. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be, his/her/ their proportionate share in the consumption of electricity and water if sourced from alternate source in the intervening period. after receiving offer in writing to take Possession.

3. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
4. 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.

15. 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, wastewater 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, 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 are 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.

16. TERMINATION OF THIS AGREEMENT:

1. Without prejudice to the right of promoter to charge interest in terms of sub clause 8.2 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
2. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
3. Upon termination of this Agreement, the Promoter shall refund the installments 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) or signing of the cancellation/termination deed.
4. 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.
5. 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.
6. 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.

7. 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.
8. The Promoter may at its option approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

17. FORMATION OF SOCIETY:

1. The Promoter may apply for the formation and registration of a Society (the “**said society**”) within **three months’ time** from the date on which the **51% units** are allotted to the Allottees.
2. 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 byelaws 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.
3. The Allottee shall observe and perform all the rules and regulations which the Society or the Confederation 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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.
4. 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.
5. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Confederation, 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 project land or any part thereof to view and examine the state and condition thereof.
6. The Allottee shall pay an amount of Rs. _____ towards Society formation charges.

18. CONVEYANCE:

1. 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, subject to promoter's rights to dispose of unsold flats/units/parking's execute Conveyance of the building premises in the favour of the said society.
2. The Promoter shall convey the said land to the confederation within three months of the last building receiving the Occupancy Certificate in the last Phase after utilizing the entire potential FSI of the said entire land.
3. 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 PLATINUM. However, the Allottee may enjoy the common amenities as and when they are ready.
4. 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.

19. 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. _____/- OR Rs. _____/- Rs_____/- [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 _____ Bank _____ Branch or any other Bank as decided by the Promoter. 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 over of the 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 postdated Cheque (**PDC's**) for an amount of **Rs. _____ /-** (**Rupees _____ 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 PLATINUM** is executed in favor 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 _____ Bank _____ Branch or any other bank as decided by the Promoter. 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 favor 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 14.2 and 14.4 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 Legend to confederation only after all out standings and arrears along with interest has been received by it from confederation.

20. 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.

21. POST POSSESSION OBLIGATIONS OF ALLOTTEE:

- a) 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: -
- b) 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.

- c) 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 in this behalf, the Allottee shall be liable for the consequences of the breach.
- d) 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 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 byelaws 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.

- j) 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 byelaws 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.
- k) 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.

22. 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.

23. MORTGAGE OF LAND FOR CONSTRUCTION LOAN:

The Allottee hereby gives his/her/their 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 if required in future. Any such loan liability shall be cleared by the Promoters at their own expenses on or before conveyance of land to the Confederation. However, the Promoter shall not create any mortgage on the sold unit after registration of this agreement.

24. 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.

25. 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.

26. 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.

27. 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.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge a 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.

29. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the MahaRERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. 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.

31. 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: -

Name &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.

32. 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 there under 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.

33. JURISDICTION:

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

FIRST SCHEDULE

THE SAIDLAND

All those pieces or parcels of larger land bearing **survey no 93/1** situated, lying and being at village Rohinjan, Taluka Panvel, District Raigad admeasuring about 4430 sq. metres,

And bounded as under:

North : Survey no 94 East : CIDCO land
South : 32 Meter road West : Survey no 93/2+4

SECOND SCHEDULE

Common Amenities in the project

- ❖ GROUP SEATING
- ❖ GAZEBO
- ❖ SWIMMING POOL
- ❖ WORLD-CLASS FIXTURES & FITTINGS
- ❖ TUITION ROOMS
- ❖ PARTY LAWN
- ❖ LIBRARY ROOM
- ❖ PERFORMANCE STAGE
- ❖ SURVEILLANCE CAMERAS
- ❖ INTERCOMS & VIDEO DOORS
- ❖ 24X7 SECURITY PERSONNEL'S
- ❖ LARGE SCULPTURE
- ❖ KIDS PLAY ZONE
- ❖ INDOOR GAME AREA
- ❖ MEDITATION AREA
- ❖ AIR CONDITION GYMNASIUM
- ❖ JOGGING TRACK

THIRD SCHEDULE

SAID PROJECT

Residential cum Commercial building named as SAI PLATINUM.

FOURTH SCHEDULE

SAID UNIT

Flat No. _____ admeasuring carpet area of _____ Sq. Mtrs. on _____ floor, in the building of housing project to be known as "*Sai Platinum*", additional usable areas and facilities as per approved plan such as _____Sq. Mtrs Open Balcony area, _____Sq. Mtrs Dry Balcony area is "**Additional Usable Area**") in the said unit.

PAYMENT SCHEDULE

SR. NO.	PARTICULARS	AMOUNT IN %
1	On Booking of Flat	10%
2	On Commencement of Work	10%
3	On or Before completion of Lower Basement Slab	10%
4	On or Before completion of Upper Basement Slab/Plinth	10%
5	On or Before Completion of 1st Slab	5%
6	On or Before Completion of 2nd Slab	5%
7	On or Before Completion of 3rd Slab	5%
8	On or Before Completion of 4th Slab	5%
9	On or Before Completion of 5th Slab	3%
10	On or Before Completion of 6th Slab	3%
11	On or Before Completion of 7th slab	3%
12	On or Before Completion of 8th Slab	3%
13	On or Before Completion of 9th Slab	3%
14	On or Before Completion of 10th Slab	2%
15	On or Before Completion of 11th Slab	2%
16	On or Before Completion of 12th Slab	2%
17	On or Before Completion of 13th Slab	2%
18	On or Before Completion of 14th Slab	2%
19	On or Before Completion of 15th Slab	2%
20	On or Before Completion of 16th Slab	2%
21	On or Before Completion of 17th Slab	2%
22	On or Before Completion of 18th Slab	2%
23	On or Before Completion of Brick Work	2%
24	On or Before Completion of Plaster Work	2%
25	On or Before Completion of Plumbing, Electric & Flooring work	2%
26	On Possession of Flat	1%
TOTAL		100

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 Partner
SHRI. AMIT MADHU BATHIJA

Signed & Delivered By

The Within named Allottee

In Presence of

1)

2)

Housiey.com

RECEIPT

RECEIVED with thanks from the Allottee _____adult, and Indian Inhabitant, residing at _____a sum of **Rs.** _____(**RUPEES**_____ **ONLY**) as part payment on execution hereof as per terms & conditions of this Agreement for Sale of flat no. _____“, ___**BHK** on _____Floor in the Building of the project named as “*Sai Platinum*” at Village – Rohinjan, Taluka – Panvel, Dist.- Raigad.

Sr. No.	Cheque Date	Cheque No	Amount	Particulars	Bank Name & Branch
1					
2					
3					
4					
5					
6					
7					
8					

The receipt is subject to realization of Cheques.

Date: _____

Place:

For M/S PARADISE SUPERSTRUCTURES

Authorized Signatory