

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Navi Mumbai this ____ day of _____ 2025.

BY AND BETWEEN

M/s. PARADISE INFRACON PRIVATE LIMITED., a private limited company, registered under Indian Companies Act-1956, PAN -AAECP1110D having office at 1701, SATRA PLAZA, PLOT NO 19 & 20, SECTOR -19D, VASHI, NAVI MUMBAI., Maharashtra, through its Director **Shri Amit Madhu Bathija**, hereinafter referred to as "**PROMOTER**" (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) of the **ONE PART**,

AND

Shri. / Smt. _____, Adult, Indian Inhabitant, Having PAN NO. _____, residing at _____

Hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) of the other part.

WHEREAS: -

The Promoters are the Lessee (new Licensee) of the Plot, entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein below.

- A. The City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956 [I of 1956] and having its registered office at "Nirmal". 2nd floor, Nariman point, Mumbai 400 021 [hereinafter referred to as "THE CIDCO "] is the New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Govt. of Maharashtra in exercise of its powers under sub-section [1] and [3-A] of section 113 of the Maharashtra Regional and Town Planning Act, 1966. [Herein after referred to as "the said Act"].
- B. The Govt. of Maharashtra has been acquiring lands held privately and vesting such lands so acquired along with the Government land in the CIDCO under the provision of the said Act for the purpose of development of Navi Mumbai.
- C. The Government of Maharashtra has accordingly acquired lands held privately in Navi Mumbai and vested such lands upon acquisition along with government lands in the CIDCO for orderly development of new town of Navi Mumbai.
- D. The State Government by its Resolution No LQN /1985 /1710/ CR/ 217/85/ UD/10 dated 6th March 1990 and subsequent resolution No CID/1094/2094 /PK /287/UD/10 dated 28th October 1994 ordered CIDCO to grant 12.5% land in form of developed Plot in lieu of the acquired land to the persons whose lands were acquired by the State Government and subsequently vested in the CIDCO for the development of Navi Mumbai.
- E. In pursuance of the above said orders of the State Government the CIDCO under 12.5% Gaothan Expansion Scheme (GES) vide allotment letter dated 28.11.2019 allotted the plot no. – 45/11, situated at Owe, Sector – 34-A, Kharghar, Navi Mumbai, admeasuring area – 1749.85 sq. Mtrs. hereinafter referred to as "**said land**" and more particularly described in "**First Schedule**" appended herein to the legal heirs of Abdul Rahim Md. Sayed Patel namely 1) Shri Mansoor Abdul Rahim Patel, 2) Smt. Aasiya Rafiq Patel, 3) Smt. Zubeda Rafiq alias Fauzan

Patel, 4) Smt. Tahseen Rafiq Patel, 5) Smt. Nasrin Rafiq Patel, 6) Shri Zuber Rafiq Patel, 7) Shri Farheen Rafiq Patel, 8) Shri Salman Mohammed Rafiq Patel, 9) Shri Ismail Abdul Rahim Patel, 10) Shri Nisar Abdul Rahim Patel, 11) Shri Mushtaq Abdul Rahim Patel, 12) Smt. Rukhsana Mohammed hanif Patel, 13) Smt. Zohara Aslam Patel, 14) Shri Salim Aslam Patel, 15) Shri Javed Aslam Patel 16) Shri Altaf Aslam Patel, 17) Smt. Rubina Iqbal Patel, 18) Mohammed Farooque Dawalkar and 19) Smt. Sakina Shakil Patel (hereinafter collectively referred to as **“Original Licensees”**) and agreed to enter into agreement to lease with the **“Original Licensees”** on the terms and conditions mentioned in the said letter. A Layout of the said land is appended hereto as **“Annexure-1”**.

F. The Corporation vide **“Agreement to Lease”** dated: 30/12/2019 registered with Sub Registrar Panvel-1, under registration number PVL-4/06/2020 granted a lease of said land to the said original licensees 1) Shri Mansoor Abdul Rahim Patel, 2) Smt. Aasiya Rafiq Patel, 3) Smt. Zubeda Rafiq alias Fauzan Patel, 4) Smt. Tahseen Rafiq Patel, 5) Smt. Nasrin Rafiq Patel, 6) Shri Zuber Rafiq Patel, 7) Shri Farheen Rafiq Patel, 8) Shri Salman Mohammed Rafiq Patel, 9) Shri Ismail Abdul Rahim Patel, 10) Shri Nisar Abdul Rahim Patel, 11) Shri Mushtaq Abdul Rahim Patel, 12) Smt. Rukhsana Mohammed hanif Patel, 13) Smt. Zohara Aslam Patel, 14) Shri Salim Aslam Patel, 15) Shri Javed Aslam Patel 16) Shri Altaf Aslam Patel, 17) Smt. Rubina Iqbal Patel, 18) Mohammed Farooque Dawalkar and 19) Smt. Sakina Shakil Patel for the purpose of constructing a building or buildings for residential use and permitted the Original Licensees to occupy the said land from the date of the **“Agreement to Lease”**.

G. Original Licensee requested the Corporation to grant them the permission to sell, transfer and assign their rights, interest in or the benefits in respect of the said land to **M/s. PARADISE INFRA – CON. PVT. LTD.**, (Promoter) which was granted by Corporation.

H. The Corporation entered into a **Tripartite Agreement** dt. 9th September 2024 registered with Sub Registrar Panvel-2 under registration number PVL-2/18020/2024 with the **Original Licensee** and the **Promoter**, hereinafter referred to as the **“New Licensee”** therein, permitting the Original Licensee to transfer their rights, interest, and benefits in the said land and also to grant a lease to the Promoter in accordance with the terms and conditions as set out in the said tripartite agreement.

- I. The Corporation in accordance with tripartite agreement dt. 07/10/2024 issued transfer order no. **CIDCO / VASAHAT / SATYO / KHARGHAR / 238/2024/5021/E-346534** replacing the name of the Promoter as the **New Licensee** in their record.
- J. The Promoter has proposed to construct on the project land one residential building (Ground + 22 Upper Floors)
- K. Whereas the Associate Planner of CIDCO has issued **COMMENCEMENT CERTIFICATE dated 19th December 2024** bearing Ref No. **CIDCO/B.P.-16613/TPO (NM&K)/2019/5996** to **M/s. PARADISE INFRA - CON PVT. LTD.** permitting construction of Building for built up area admeasuring 2623.82 Sq. Mtrs. for Residential purpose on Plot No. 45/11, Sector – 34-A, Kharghar, Navi Mumbai, subject to the terms and conditions as set out therein. A copy of the Commencement Certificate dated **19th December 2024** is annexed hereto as **Annexure-2.**
- L. The Promoter declares that as per provision of UDCPR is applicable for CIDCO areas, hence the total Built up area permissible for construction is 7699.34 Sq. Mtrs. However presently CIDCO has granted CC for Built up area Admeasuring 2623.82 Sq. Mtrs (up to 8th Floors) only.
- M. As the balance Built up area admeasuring 4987.49 FSI will be released by the Corporation in the future, the Promoter shall obtain permission and construct 14 more floors above the building taking total number of floors to 22 by seeking appropriate amendment in Plan. The Allottee/s shall have no objection on construction of such extra floors as will be permitted by the Corporation in future.
- N. 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 dated 27th December 2024 certified by Advocates UK JURIS in respect of said land (appended hereto as **Annexure- 3**) 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.

- O. The Promoter has appointed M/s Dimensions Architects Pvt. Ltd. as Architect having their office at Plot no 99 Sector-8 Vashi Navi Mumbai-400703 registered with the council of Architect [License no CA/94/17690].
- P. The Promoter has appointed a Structural Engineer M/s Structural Concept Designs Pvt Ltd. having address at 803 Maithili's Signet, plot no 39/4 Sector 30A, Vashi Navi Mumbai for the preparation of the structural design and drawings of the building and the Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.
- Q. The Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at under Registration no_____. A copy of the certificate of registration is appended hereto as **Annexure 4**.
- R. The Allottee/s 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 in the said entire project. The Allottee/s has examined the building and floor plan, the nature and quality of construction and fittings, fixtures, facilities, and amenities provided/to be provided thereto as per the general specifications stated in the **Third Schedule** hereunder written.
- S. By virtue of the Tripartite Agreement dated 9th September 2024 the Promoter has sole and exclusive right to sell the Flats in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Flats to receive the sale consideration in respect thereof;
- T. 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/s, having satisfied himself/herself/themselves with all documents mentioned herein above and having understood the entire scheme of **'SAI PRERNA'** including future developments.
- U. The Allottee/s applied to the Promoters vide request letter _____ for reservation of Flat no. _____, _____ **BHK** admeasuring carpet area of _____ Sq. Mtrs. (Hereinafter referred to as **"Said Unit"**) on _____ floor in of in the said project marked in shaded area in the Floor Plan annexed hereto and marked as **Annexure- 5** which is more particularly described in **"Second Schedule"**.

V. The total consideration of the said flat is mutually agreed at **Rs.** _____/- **[RUPEES** _____ **ONLY]** besides taxes and sum as mentioned herein. At and before the execution of these present the Allottee/s has paid to the Promoter a sum of Rs. _____/- **(RUPEES** _____ **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 an Allotments letter dated _____ to the Allottee/s. The Allottee/s has agreed to pay to the Promoter balance consideration in the manner hereafter appearing.

W. The Promoter is required to execute a written Agreement for sale of said Flat with the Allottee under section 13 of the said Act, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

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

1. Project:

- 1.1. The Promoter therefore develop the said 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 has got Commencement certificate for construction of building (Ground + 8 Upper floors) from the concerned local authority CIDCO to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals for 14 more floors from CIDCO from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- 1.3. The Promoter has commenced construction of the said Project in accordance with the said proposed plans as mentioned in this agreement.

- 1.4. The Promoter shall obtain prior consent in writing of the Allottee/s 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/s. except any alteration or addition required by any Government authorities or due to change in law.
- 1.5. The Allottee/s hereby agrees to give all the facilities and assistance that the Promoter may require from time to time, but at the costs and expenses of the Promoter so as to enable the Promoter to complete the development of the project Sai Icon in the manner that may be determined by the Promoter.

2. Description of Said Unit:

- 2.1. The Allottee/s agrees to purchase from Promoter and Promoter agrees to sell to the Allottee/s **Flat no.** _____, _____ **BHK** admeasuring carpet area as defined in the RERA Act 2016 and MAHARERA RULES 2017 of _____ **Sq. Mtrs. on** _____ **floor**, in the Building as shown in the floor plan hereto annexed and marked as **Annexure - 5**. The said unit is more particularly described in "**Second Schedule**". The facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- 2.2. The Allottee/s agrees to purchase from Promoter and Promoter agrees to sell to the Allottee/s the additional usable area as per approved plan such as _____ sq. Mtrs. of Open Balcony area in Flat.
- 2.3. Therefore, the gross usable area of the said unit shall be aggregate of carpet area and additional usable area i.e., _____ Sq. Mtrs (**_____ Sq. ft.** the "**gross usable area**").
- 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 set out in "**Third Schedule**" appended hereto. The Promoter shall not accept any request from the Allottee/s for making any changes in the amenities to be provided by the Promoter.

3. Car Parking:

- 3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing no. ____ admeasuring _____sq. ft. having ____ft. length x _____ft. breath x _____ft. vertical clearance and situated at __ Ground/or stilt/ Puzzle (mechanical parking) being constructed in the layout.
- 3.2. The Allottee/s shall not be allowed to allot/transfer/let-out said car parking space to any outsider/visitor i.e., other than the unit Allottee/s 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/s shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

4. Consideration and Schedule of Payment:

- 4.1 The Allottee/s shall pay an **aggregate consideration of Rs. _____/- [RUPEES _____ ONLY]** (hereinafter referred to as **“said consideration”**) for purchase of Said unit. The said consideration amount includes electricity meter charges and water connection charges, Parking Spaces etc. but does not include the taxes and other statutory payments.
- 4.2 The Allottee/s has made a payment of **Rs. _____/- (RUPEES _____ ONLY)** towards booking of said unit. Receipt of the same is issued to the Allottee/s and hereby agrees to pay to that Promoter the balance amount of Rs/- (Rupees) and shall be deposited in RERA Designated Collection Bank Account in HDFC Bank, Vashi Sector 19 Branch having IFS Code HDFC0004360 situated at Shop no 4, Satra Plaza Sector 19D Vashi Palm Beach Road Navi Mumbai 400705. A copy of Receipt is annexed herewith and marked as **ANNEXURE -6**. Allottee hereby agrees to pay to that Promoter the said balance amount in following manner: -
- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.
- vi. Amount of Rs...../- () (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
- viii. Balance Amount of Rs..../- () against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 4.3 The Allottee/s has negotiated the said consideration by offering to pay in the following manner which has been accepted by the Promoter and is annexed herewith as **Annexure – 7**.
- 4.4 All payment shall be made by the Allottee/s by drawing cheque/ DD in the name of **“Paradise Infracon Private Ltd”**.
- 4.5 The Allottee/s shall be liable to deduct tax at source on the payments made at the prevalent rate, if applicable and furnish a TDS certificate to the Promoter within 07 days of such deduction made. 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/s and the TDS certificate if applicable is received by the Promoter.

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

5. PAYMENT OF STATUTORY DUES AND TAXES:

- 5.1 In addition to the Consideration of said unit the Allottee/s shall pay to Promoter any statutory taxes (as made applicable or amended from time to time) like GST, or any other charges, levy, tax, duty by whatever name called, if made applicable under any law by the government on this transaction. Such payment shall be made by the Allottee/s at the time of execution of these presents or at the time of making each payment as per the provisions of law. The payments of taxes and GST shall be made in the name of **PARADISE INFRA – CON. PVT. LTD.** maintained by the Promoters.
- 5.2 The Allottee/s has paid proportionate GST on installment amount and agreement value at prevalent rates and rules and regulations through separate cheque. The Developer hereby 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/s 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/s 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. INTEREST

If the Promoter fails to abide by the time schedule for completing the project and handing over the flat 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.

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.

8. DEFAULT BY ALLOTTEE/S:

8.1 Following shall be deemed to be a default on the part of Allottee/s:

- 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.

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

9. TERMINATION OF THIS AGREEMENT:

9.1 On the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) the Allottee/s shall pay simple interest at the rate of (SBI highest marginal cost of lending rate + 2%) per annum on all such amounts to the Promoter from the date the said amount is due till date of actual realization of payment.

- 9.2 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. Without prejudice to the right of promoter to charge interest in terms of sub clause 9.1 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:
- 9.3 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.
- 9.4 Upon termination of this Agreement, the Promoter shall refund to the Allottee the payments made by him till that date (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/s. Such refund shall be issued within a period of thirty days (30) of the registration of cancellation/termination deed and expulsion of the Allottee/s from the membership of the society as per the clause mentioned below.
- 9.5 The Promoter shall also move for expulsion of the Allottee/s from the membership of the society as per the by-laws and submit a copy of termination notice to such society. No separate consent of Allottee/s will be required for such expulsion.
- 9.6 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.
- 9.7 Upon such termination the Allottee/s shall not raise any objection. The Promoter is entitled to register the cancellation deed with the registrar without requirement of execution from Allottee/s.
- 9.8 The Promoter is not liable to refund the taxes and other statutory charges collected from the Allottee/s till the date of termination of the agreement.
- 9.9 The Promoter may at its option approach the authority under RERA for seeking appropriate order for cancellation of this agreement.

10. REPRESENTATION WARRANTIES AND DECLARATION OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- 10.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical, and legal possession of the project land for the implementation of the Project.
- 10.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- 10.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- 10.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report.
- 10.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing, and common areas.
- 10.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee created herein, may prejudicially be affected.
- 10.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Plot] which will, in any manner, affect the rights of Allottee under this Agreement.
- 10.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement.
- 10.9 At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant,

peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.

- 10.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- 10.11 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 10.12 The Promoter hereby agrees to observe, perform, and comply with all the terms, conditions, stipulations, and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat.
- 10.13 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the Society of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the ("Payment Schedule Annexure -7").
- 10.14 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 2623.82 square meters only and Promoter has planned to utilize Floor Space Index 5075.52 Sq. Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 7699.34 Sq. Mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

- 10.15 The Promoter shall not be liable for any delay caused due to 'Maharashtra Electricity Distribution Co. Ltd.' defaulting / delaying the supply of electricity or due to the Local authority concerned delaying the supply of permanent 'water connection' or such other service connections necessary for occupying the said unit. The Allottee/s hereby indemnifies the Promoter from any claims made for delay on the above count.
- 10.16 That the Promoter is entitled to use different design, brand, shape, size and colour material than that mentioned in the Annexure-6 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.
- 10.17 The carpet area of the said Unit which is proposed to be constructed in the said building is approximate 36.36 sq. mts., however the actual carpet area of the may vary up to 3% due to design and construction exigencies and therefore, the Promoter shall confirm the final carpet area of the Flat that has been allotted to the Allottee/s after the construction of the said building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three) percent. In the event of there being difference of more than 3% between the actual carpet area of the said Unit from the carpet area as mentioned herein at the time of the offering the possession of the said Unit, then the Consideration shall be either proportionately reduced or increased accordingly (without interest thereon). The Allottee/s agrees to pay the differential amounts, if the area is increased beyond 3% within forty-five (45) days of such demand being made by the Promoter. If there is any reduction in the carpet area within the defined limit, then Promoter shall refund the excess money (without any interest) paid by Allottee/s within forty-five days from such demand being made by the Allottee/s. If there is any increase in the carpet area of the said unit allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan or thereafter as the case may be and the Allottee/s shall pay such additional amounts within a period of forty-five (45) days from the date of such demand being made by the Promoter. However, it is expressly clarified that no adjustment will be made to the Total Consideration if the difference between the actual carpet area of the said Flat and the carpet area as mentioned herein is less than or equal to 3%. In all situations the adjustment of consideration shall be made before handing over possession of said unit to Allottee/s.

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

11. Declaration by The Allottee/s:

11.1 The Allottee/s 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/s hereby declares that he shall not in any case interfere/obstruct with the development activity undertaken in respect of said project and also more particularly for the said unit.

11.3 The Allottee/s shall use the said unit or any part thereof or permit the same to be used for purpose of residence and / or permitted professional activities. The Allottee/s shall neither claim any exclusive right, title, or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or subdivision of such common area.

- 11.4 If Allottee/s wishes to make a site visit during development, prior written permission from the Promoter is necessary. Promoter shall not be responsible for any accident or mishap that may happen on site either to Allottee/s or to any of his family members or friends.
- 11.5 The Allottee/s shall make timely payment/ or the demand raised by Promoter. In case of default in payment, the Allottee/s shall remedy the default within prescribed period. The Allottee/s shall not object the cancellation of this agreement if the default continues.
- 11.6 It is agreed that the said entire project has been named “**SAI PRERNA**” 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.
- 11.7 The Promoter will be entitled to place Neon Sign and Boards for branding of “**PARADISE GROUP**” and “**SAI PRERNA**” 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/s assures that it shall not object to such neon sign and boards at any time. The Allottee/s shall obtain “No Objection Certificate” and “No Dues Certificate” from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee/s whichever is later. Without obtaining the said certificates any document executed by Allottee/s in the name of third party shall be treated as ‘void-ab-initio’.

12. DATE OF POSSESSION:

- 12.1 The Promoter shall give possession of the unit to the Allottee/s on or before **30/12/2030** subject to receipt and realization of all the amounts payable by the Allottee/s under this Agreement. If the Promoter fails or neglects to give possession of the said unit to the Allottee/s on account of reasons other than the reasons prescribed in this agreement, the Promoter shall refund to the Allottee/s the amounts already received by him in respect of the said unit with simple interest at prevailing rate of SBI highest marginal cost of lending rate + 2% calculated pro rata from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

FORCE MAJEURE

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

- a. war, civil commotion, or act of God.
- b. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

12.3 PROCEDURE FOR TAKING POSSESSION –

- i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the flat, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee.)
- ii) The Allottee/s must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said unit.
- iii) 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.
- iv) The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.
- v) 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.
- vi) The Allottee shall take possession of the Flat within 15 days of the written notice from the promotor to the Allottee intimating that the said flat is ready.

12.4 FAILURE OF ALLOTTEE TO TAKE POSSESSION OF FLAT:

Upon receiving a written intimation from the Promoter as per sub clause vi) above, the Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the allottee.

In case the Allottee fails to take possession within the time provided in the sub-Clause vi above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

12.5 DEFECT LIABILITY:

If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, 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 defect in the manner as provided under the Act.

13. UNDERSTANDING BETWEEN THE PARTIES:

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

- 13.1 The Allottee/s shall be permitted/ allowed to commence interior works in the said Unit only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said unit, the Allottee/s shall give to Promoter, in writing the details of the nature of interior works to be carried out.
- 13.2 Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the event Promoter finds that the nature of interior work being executed by the Allottee/s is harmful to the said unit or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute.
- 13.3 The Allottee/s will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottee/s. All costs and consequences in this regard will be to the account of the Allottee/s.
- 13.4 The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, 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.

- 13.5 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.
- 13.6 All materials brought into the said unit for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that Promoter will not be held responsible for any loss/theft/damage to the same.
- 13.7 If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to, and treated by the Allottee/s at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone.
- 13.8 During the execution of interior works, if any of the Allottee/s contractor / workmen / agents / representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen / agents / representatives will be removed forthwith and will not be allowed to re-enter the said unit and the Building. Further, the Allottee/s shall be responsible for acts of such persons.
- 13.9 The Allottee/s shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- 13.10 The Allottee/s shall ensure that common passages/ walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.
- 13.11 The Allottee/s ensures that the contractors hired by the Allottee/s shall not use lift for the purpose of carrying the materials of interior work and if any damages are caused due to same it shall be repaired and brought to its original condition by the Allottee/s at their own expense within 30 days of written notice from the Promoter.
- 13.12 The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle

13.13. The Allottee/s or himself/themselves with intention to bring all persons into who soever hands the Flat may come, hereby covenants with the Promoter to maintain the Flat at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

FACILITATION BY REAL ESTATE AGENT

13.14 In case the transaction being executed by this agreement between the promoter and the Allottee is facilitated by a registered real Estate Agent , all amounts (including taxes) agreed as payable remuneration / fees / charges for services/commission/brokerage to the said Registered Real Estate Agent shall be paid by the Promoter/allottee/both as the case may be, in accordance with the agreed terms of payment.

14. FORMATION OF SOCIETY AND CONVEYANCE:

14.1 The Promoter will form Co-operative Society for the building to be constructed named as "Sai Prerna". The Promoter shall apply for the formation and registration of a Society (the "said society") within the prescribed time limit under the MAHA RERA. The Allottee/s shall for this purpose sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of said Society and for becoming a member, including the byelaws of the said Society. These documents duly filled in and signed must be returned to the Promoter within Seven days (7) of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the said Society as per the provisions of Maharashtra Co-operative Societies Act, 1960 or any other prevalent law. The Promoter will not be liable if the Allottee/s delays in signing and handing over relevant documents to the Promoter and the prescribed time period shall stand extended accordingly. To become a member of the said society the Allottee/s must pay all sum and take possession of the said unit.

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

- 14.3 The Promoter shall within three (03) months of the formation of said society from the date of receipt of complete amount of the said consideration and upon receipt of occupancy certificate from competent authority or any other authority cause to handover the building in the favour of the said society.
- 14.4 **The CIDCO has granted lease of the said plot for the term of 60 years from the date of execution of Agreement to Lease i.e., 01.01.2020, therefore, the Promoter shall within three (3) months of obtaining the Occupancy Certificate, as aforesaid, cause to execute a lease Deed or Deed of Assignment in favour of the Society or Association or Limited company for the remaining period of 50 years as mentioned in the Clause 7 [GRANT OF LEASE] of the Agreement to Lease executed on 01.01.2020**
- 14.5 The cost of assignment of lease of said land to Society shall be borne by the Society and the Allottee/s shall come forward to accept conveyance of said land in the name of confederation formed within two (02) months 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 Society after Occupancy certificate.
- 14.6 Allottee/s have to bear charges of Rs. _____/- (RUPEES _____ ONLY) Plus GST or charges applicable at the time of possession (whichever is higher), towards Lease Deed, Transfer Charges, and formation of Co-Operative Society as per the local authority or by the Government.
- 14.7 The Allottee along with other allottee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes, or modifications are made in the draft byelaws, or the Memorandum and/or

Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

- 14.8 The Promoter shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the society all the right, title, and the interest of the Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.

15. MAINTENANCE DEPOSIT:

- 15.1 Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the said unit is ready for use and occupation, irrespective of the Allottee/s taking the possession of the said unit, the Allottee/s shall be liable for proportionate share of outgoings in respect of said land for water charges, insurance, common lights, repairs, salaries, if any, security, sweepers and all other expense necessary and incidental to the maintenance of the society. 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.
- 15.2 The Allottee/s shall pay to the Promoter at the time of possession, a lumpsum amount as advance maintenance charges/deposit for twelve months Rs. _____/- (RUPEES _____ ONLY) along with GST or any other taxes as “common maintenance charges” for the upkeep and maintenance of the said Project building. The Allottee/s shall draw cheque/ Demand Draft/ Managers Cheque in the name of “Paradise Infracon Private Limited” maintained by the Promoters. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until the building is conveyed to the Society as aforesaid.
- 15.3 The Allottee/s shall pay such contribution as mentioned above at the time of taking possession and shall not withhold the same for any reason whatsoever.
- 15.4 The Allottee/s shall bear and pay monthly maintenance charges directly to the Society after its formation.

- 15.5 The Allottee/s shall bear and pay monthly Society charges to the Promoter till the conveyance of SAI PRERNA is made in favour of Society. If the Allottee/s does not pay its share of the Society charges on or before 8th day of every month then the Promoter shall be entitled to levy simple interest at the rate of SBI highest marginal cost of lending rate + 2%) on such payment from the date when the payment is due till the date of actual payment. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received
- 15.6 The Promoter will convey the SAI PRERNA to Society only after all out standings and arrears along with interest has been received by it from confederation. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of Maintenance charges including the outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.
- 15.7 per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- 15.8 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the

Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building and land to be executed in favour of the Society.

16. UNSOLD UNITS IN SAID PROJECT:

- 16.1 The Promoter shall be inducted as a member of said society for unsold units upon conveyance of said land to the Society.
- 16.2 The Promoter may 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.
- 16.3 The Allottee/s or said society shall not be entitled to demand any transfer charge for the transfer of unsold unit by the Promoter to prospective Allottee/s.
- 16.4 The prospective Allottee/s of unsold units will be inducted as a member of the said society and no objection shall be raised by the said society or the Allottee/s herein.

17. POST POSSESSION OBLIGATIONS OF ALLOTTEE/S:

The Allottee/s himself/themselves with intention to bring all persons into whosoever hands the said unit may come, do hereby covenant with the Promoter as follows: -

- a) To maintain the said unit at Allottee/s's own cost in good tenantable repaired condition from the date of possession of the said unit is taken and shall not do or suffered to be done anything in or to the building or to the exterior or elevation of the building in which the said unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said unit is situated and the said unit itself or any part thereof.
- b) Not to store in the said unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to

upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the said unit is situated. In case any damage is caused to the building in which the said unit is situated, on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffering to be done anything in or to the building in which the said unit is situated or the said unit which may be given in the rules and regulations and byelaws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said unit or any part thereof, nor any alteration in the elevation and outside 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 tender void or voidable any insurance of the said property and the said project in which the said unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said property and the building in which the said unit is situated.
- g) To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority, on account of change of user of the said Unit by the Allottee/s viz. for any purposes other than for residential purpose.

- h) The Allottee/s shall not let, sub-let transfer, assign or part with his/their interest or benefit obtained under this Agreement or part with the possession of the said unit unless it has obtained a 'No Dues Certificate' letter from Promoter. The Promoter to issue such Certificate if all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and if the Allottee/s has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has requested in writing to the Promoter. Any transaction of let, sub – let, transfer, assign, sale without obtaining 'No Due Certificate' from Promoter shall be void – ab – initio.
- i) The Allottee/s shall observe and follow all the rules and regulations which the Society may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said units therein as also observe and follow the building rules, regulations and byelaws for the time being, of the concerned local authority, the Government, and other public bodies. The Allottee/s shall also observe and follow all the stipulations and conditions laid down by the Society regarding the occupation and use of the said unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement. objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- j) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state, and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. 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. i.e. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flats

situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradi or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

- k) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- l) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- m) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the Flat is situated.
- n) 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 Flat by the Allottee for any purposes other than for purpose for which it is sold.
- o) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- p) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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 Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other out-goings in accordance with the terms of this Agreement.
- q) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, 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 buildings or any part thereof to view and examine the state and condition thereof.

- r) Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, 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.

18. 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.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

- A. After Promoter executes this agreement, he shall not mortgage or create charge on the flat and if any charge is made or created then notwithstanding anything contained in any other Law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such flat.
- B. In the event Promoter takes any loan against the said project or unsold units under construction and to mortgages the same with any bank or bankers or any other financial institutions then such loan liability shall be cleared by the Promoters at their own expenses on or before conveyance of land to the Society.

20. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

21. ALLOTTEE/S UNDERTAKING:

- 21.1 The Allottee/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the

Registration Act and the Promoter will attend such office and admit execution thereof, upon intimation from Allottee/s.

- 21.2 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 Allottee/s of the said unit, in case of a transfer, as the said obligations go along with the said unit for all intents and purposes.

22. WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 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/s that exercise of discretion by the Promoter in the case of one Allottee/s will not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.
- 22.2 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.
- 22.3 Any delay tolerated, or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter will not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor will the same in any manner prejudice the rights of the Promoter.

23. SEVERABILITY:

If any provision of this Agreement is determined void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement will 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 will remain valid and enforceable as applicable at the time of execution of this Agreement.

24. RESTRICTIVE COVENANT:

24.1 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 or of the said Plot and Building or any part thereof.

24.2 The Allottee/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him and all open space, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said structure of the building and the land/plot is transferred to the Society.

25. FURTHER ASSURANCES

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

26. GOVERNING LAW

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

27. NOTICE:

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

ADDRESS OF ALLOTTEE/S: -

Mr. / MRS./Ms. _____

ADDRESS OF PROMOTER: -

1701, Satra Plaza, Plot No. 19 & 20,
SECTOR 19D, VASHI NAVI MUMBAI – 400703.

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications

and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

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

28. PLACE OF EXECUTION

- a. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office and the Allottee.
- b. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Panvel. Hence this Agreement shall be deemed to have been executed at Panvel.
- c. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

29. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 29.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for

any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

29.2 The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

30. STAMP DUTY AND REGISTRATION: -

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

31. 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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. BINDING EFFECT:

The recitals herein before contained constitute an integral part of this Agreement and are evidencing the intent of the parties in executing this agreement, and describing the circumstances surrounding its execution. Said recitals are by express reference made a part of the covenants hereof, and this agreement shall be construed in light thereof. The Schedules, Annexure and payment receipt shall be construed as an integral part of this agreement.

33. 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 and the courts will have the jurisdiction for adjudication of this Agreement.

34. ENTIRE AGREEMENT

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

35. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

36. JURISDICTION:

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

FIRST SCHEDULE

(Said Plot)

All that piece and parcel of land bearing plot bearing no. – 45/11, situated at Owe, Sector – 34 - A, Kharghar, Navi Mumbai, admeasuring area – 1749.85 Sq. Mtrs.

SECOND SCHEDULE

(Description of said unit)

Flat No. _____, _____ BHK admeasuring carpet area of _____ Sq. Mtrs. on _____ floor, building named as SAI PRERNA, additional usable areas, and facilities as per approved plan such as _____ sq. Mtrs. of Open Balcony area, etc. (the _____ Sq. Fts “additional usable area”) in housing project to be known as “Sai Prerna” to be constructed on land described in First Schedule on Plot no. 45/11 situated at Owe, Sector 34/A Kharghar Navi Mumbai.

THIRD SCHEDULE

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in the schedule given below,

Sr. No.	Description of Amenity/fitting	Make /Brand
1	Vitrified tiles flooring	Icon
2	Granite kitchen platform	Icon
3	Gas hob & exhaust chimney	Hind ware
4	Geyser for hot water	Nippon
5	Sanitary Fittings	RAK Ceramics
6	CP	Jaquar
7	Exhaust Fan	Nippon

FOURTH SCHEDULE

Description of the common areas provided:

Type of amenities provided	Proposed Date of OC	Proposed Date of handing over to the Society	area of the amenities in Sq. Mtrs.	FSI utilized in Sq. Mtrs.
Gymnasium	25.12.2030	20.03.2031	40	40
Landscaped Podium Garden	25.12.2030	20.03.2031	54	NON - FSI
Swimming Pool	25.12.2030	20.03.2031	90	Non FSI
Society Office	25.12.2030	20.03.2031	40	40

FIFTH SCHEDULE

Details and specifications of the lifts:

Type of Lift	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
Passenger	2	8 persons	1.5
Fire	1	6 persons	1.5
Total	3		

LIST OF ANNEXURES

1. ANNEXURE – 1 -- Copy of the approved plan of the project.
2. ANNEXURE -2 ----Commencement Certificate.
3. ANNEXURE – 3 --- Title Report.
4. ANNEXURE – 4 --- MahaRERA Certificate.
5. ANNEXURE – 5 --- Floor Plan of the flat.
6. ANNEXURE – 6 --- Payment Receipt.
7. ANNEXURE – 7 --- Payment Schedule.

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 Infracon Private Limited)
Through Its Director)
SHRI AMIT MADHU BATHIJA)

SIGNED & DELIVERED BY)
The Within named Allottee/s)
_____)
_____)

WITNESS:

In Presence of:

1) _____

2) _____

ANNEXURE -- 6

RECEIPT

RECEIVED with thanks from the Allottee/s _____, adult, Indian Inhabitant, having 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 housing project to be known as "SAI PRERNA" situated at Plot no 45/11, Owe Sector 34-A Kharghar Navi Mumbai.

Sr.	No.	Cheque No.	Cheque. Amt.	Particulars
1	_____	_____	_____	
2	_____	_____	_____	

The receipt is subject to realization of Cheques.

Date: _____

Place: Navi Mumbai

For M/S Paradise Infracon Private Limited

Authorized Signatory

Housiey.com

ANNEXURE - 7**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 Plinth	25
4	On or Before Completion of 1st Slab	3
5	On or Before Completion of 2nd Slab	3
6	On or Before Completion of 3rd Slab	3
7	On or Before Completion of 4th Slab	3
8	On or Before Completion of 5th Slab	3
9	On or Before Completion of 6th Slab	3
10	On or Before Completion of 7th slab	3
11	On or Before Completion of 8th Slab	2
12	On or Before Completion of 9th Slab	2
13	On or Before Completion of 10th Slab	2
14	On or Before Completion of 11th Slab	2
15	On or Before Completion of 12th Slab	2
16	On or Before Completion of 13th Slab	2
17	On or Before Completion of 14th Slab	2
18	On or Before Completion of 15th Slab	2
19	On or Before Completion of 16th Slab	2
20	On or Before Completion of 17th Slab	2
21	On or Before Completion of 18th Slab	2
22	On or Before Completion of 19th Slab	2
23	On or Before Completion of 20th Slab	2
24	On or Before Completion of 21st Slab	1
25	On or Before Completion of 22nd Slab	1
26	On or Before Completion of 23rd Slab	1
27	On or Before Completion of Brick Work	1
28	On or Before Completion of Plaster Work	1
29	On or Before Completion of Plumbing, Electric & Flooring	1
30	On Possession of Flat	3
31	Total	100