

TERMS AND CONDITIONS

- 1 The booking / registration will be strictly provisional and subject to all laws / Notifications/ conditions as imposed by various Competent Authorities.
- 2 Paradise Properties & Developers reserves the right to accept or reject any application
- 3 The allotment/registration shall be completed only on the written acceptance of the application by the Builder.
- 4 After the allotment and payment of advance, the PURCHASER is not expected to cancel the booking. But in case of such an event, the amount advanced by the buyer will be returned without interest, but only on the Builder finding an alternate buyer. Any incidental expenses related to this will be deducted from the advance paid by the PURCHASER.
- 5 Once allotted and agreement signed, the prices are firm.
- 6 Once allotment is made, agreement will be executed
 1. for the sale of land and
 2. for construction
- 7 Separate considerations are specified in the agreement, but total value for land & building is mentioned in the payment schedule.
- 8 Sale Deed for the Apartment will be executed after the Purchaser clears all dues as per clause 7 above.
- 9 Cost of Car Park is not included in the cost of apartment.
- 10 Cost of stamp paper, registration charges, legal and miscellaneous expenses in connection with the registration of land and apartment are to be borne by the Purchaser.
- 11 The following payments shall be made by the Purchaser and are not included in the cost of Land and Building.
 - All statutory payments such as Sales Tax, Works Contract Tax, Service Tax, Land Tax, Building Tax, Kerala State Construction Workers Welfare Fund or any other Taxes/Levies likely to remain payable and the Builder's service charge to make these payments.
 - Cost of provision of meters for supply of electricity including OYEC, security deposit and connection charge, being levied by the Electricity Board.
 - Deposits for Water, TV Cable, Telephone connection etc.
- 12 All payments by the applicant, to the Builder will be made in cash at the office of the Builder at Irinjalakuda or by DD/ Cheque in favor of Paradise Properties & Developers Payable at Irinjalakuda. Outstation cheques /drafts will be credited to the Purchasers account only after realization and after deducting bank charges.
- 13 The project is a time bound one and the Purchasers are expected to make the payments in time. The Builder reserves the right to cancel the allotment in case of delay in payment beyond a reasonable time. In such case the Purchaser can nominate any other person who will make the balance payment. Necessary documentation to this effect shall be done by the Purchaser and if the Purchaser fails to do so the Builder will find a suitable client for purchasing the same and all expenses and loss in this regard shall be borne by the Purchaser and return the balance amount from the remitted amount without any interest
- 14 Possession of the Building shall be given to the Purchaser on settling of all the dues to the Builder as stated in the Construction Agreement
- 15 All transactions are subject to the jurisdiction of courts in Irinjalakuda only.
- 16 Every effort will be made to obtain electrical and water connection before handing over the Building. However no responsibility is accepted for any delay, occasioned by reasons, beyond the Builder's control in obtaining these services from statutory bodies. Any expenses incurred for providing temporary supplies will have to be borne by the Purchaser.
- 17 Alteration / Additions to basic floor plan can be done provided these changes are discussed and finalized at the time of booking.
 - Cost of any change to the basic floor plans has to be agreed upon by the client and the Builder and will be added to or subtracted from the quoted price.
- 18 Maintenance of the complex will be carried out by the builder for 6 months from the date of virtual completion of the complex. From this time on, the maintenance will be handed over to the Resident's Association. Maintenance charges shall be paid monthly by the residents. Membership in the association is compulsory and not optional.
- 19 The applicant has seen the tentative layout plans of the scheme. However the Builder is entitled to change the layout plans as a result of the conditions imposed or directions issued by any statutory authority.
- 20 The Applicant, if a Non Resident Indian, shall be solely responsible and liable for all compliances with the provisions of Foreign Exchange Regulation Act and any other applicable laws, including those of remittance of payments and shall obtain all the requisite permissions prescribed under any law for the acquisition of immovable property in India.
- 21 Completion and delivery dates are indicated to give an idea of the completion of the project. Every effort will be made to complete and hand over the Building within the stipulated time. However no responsibility will be accepted for any delay in completing the project, due to unforeseen circumstances and obtain the services from statutory bodies due to reasons beyond the control of the Builder.
- 22 Sanctioned building plans, title deed copies, and sale agreement pertaining to land are available at our office for reference.
- 23 Payment schedule

<u>Time</u>	<u>Installment Amount</u>
At the time of signing the agreement	30% (including booking advance Rs.1, 00,000/-)
On or before completion of Foundation (Piling)	15%
On or before completion of Basement Roof Slab	10%
On or before completion Ground Floor Roof Slab	10%
On or before completion First Floor Roof Slab	10%
On or before completion Second Floor Roof Slab	10%
On or before completion Third Floor Roof Slab	10%
Before Handing over	5% + Cost of Car Park