

Date:

To,
Allottee

Dear Sir/ Madam,

Ref: Your Expression of Interest dated _____ for Reservation of Unit no._____, on _____ floor of _____ wing in the Building, admeasuring carpet area of _____ sq. mtrs with additional area of _____ sq. mtrs (Gross usable area = _____sq. mtrs) (the “**unit**”) in project known as “Tricity Luxuria” constructed on piece and parcel of land bearing Plot No. 104, Sector-17, New Panvel (west), admeasuring 3538.53 Square Meters or thereabouts (the “**said land**”)

1. We are in receipt of the captioned expression of interest from you wherein you have stated that you have **perused** the approved Plans, title search report of said land, title certificate, title documents, revenue records, development permissions and other documents evidencing the approval of project by competent authority, and also perused the RERA portal along with registration certificate bearing no _____ under RERA. You have also perused the Architect’s Certificate certifying the area of units and draft “Agreement for sale” terms of which have been confirmed by you. After detailed discussion and negotiation you have requested us to reserve for you Unit no._____, on _____ floor of _____ wing in the Building, admeasuring carpet area of _____ sq. mtrs with additional area of _____ sq. mtrs (Gross usable area = _____ sq. mtrs) in project titled as “**Tricity Luxuria**” (the “**unit**”) against a consideration of Rs._____-/- (Rupees in words _____ only) to be paid as per the specific payment schedule offered by you (the “**consideration**”).
2. You have stated that considering the said unit can be reserved at competitive pricing with facility of deferred payments based on stage of completion, you would be interested in reserving the unit at the present stage instead of buying a “lock and key” flat by making down payment of entire consideration at a significantly higher price. Accordingly, you are agreeable to bear the project risk in return of lower pricing and facility of deferred payment.
3. We may revise the existing sanctioned plan by following either of the following proposed plans if and when sanctioned by planning authority:

- (i) In the situation wherein the additional areas such as flower bed, pocket terrace and cupboard are made available by the Panvel Municipal Corporation ("**PMC**") then, the Promoter shall pay the premium for availing and loading these additional areas to the current building of G+14 floors to PMC and the additional area so obtained, the quantum FSI shall be utilized on 2nd floor, 3rd floor and natural terraces on the 14th floor which shall stand converted into the residential units.

OR

- (ii) In the situation wherein the additional areas are not made available then, the Promoter may adjust the areas of the top 2 floors against the voids of 2nd and 3rd floor and reduce the building to G+13 from G+14 by keeping the rest of the floor plans same.
4. You hereby undertake that you have seen both the proposed plans and have understood the proposed changes and hereby accord unconditional approval and consent to us to obtain a revised sanction to any of the above two proposed plans.
5. You further undertake and assure us that you shall not raise any objection or seek either any cost, interest, compensation by whatever name called or seek cancellation of the agreement on the basis of revision of the agreement on the basis of revision of the sanctioned plan as disclosed above.
6. We have represented to you that we have proposed to take financial facility from Bank or Financial Institution in respect of said project. For the said purpose we may mortgage the land/ constructed area with the Bank/ Financial Institution by executing a Mortgage Deed and obtain disbursement of the loan. You hereby consent to such mortgage.
7. Now upon your request and after considering the payment schedule offered by you we are pleased to reserve for you the said unit, for said consideration and upon the following preliminary terms & conditions.
8. The consideration for the Unit shall be paid by you in the following manner, time being essence of contract:

Payment Schedule

Payment Terms	Percentage
at Booking	20%
at Commencement of work	10%
at Completion of Plinth	10%
at Completion of 2 nd Slab	10%
at Completion of 5 th slab	9%
at Completion of 8 th slab	8%
at Completion of 11 th slab	8%
at Completion of 14 th slab	8%
At Completion of Brickwork	4%
at Completion of Plaster	4%
at Completion of Tiling	4%
at completion of External Paining	3%
On Possession of flat	2%
TOTAL	100%

Apart from the above, you shall pay an amount of Rs. _____/- on account of GST(the "**statutory taxes**")and Stamp duty and Registration charges as applicable and Rs. _____/- on account of legal and documentation charges (the "**procedural charges**"). The said consideration as above is determined after passing on the benefit of credit of GST on the input cost to you.

9. You shall pay the statutory taxes, any additional rate of statutory taxes, GST, upon each payment made. Stamp duty and Registration charges must be paid on or before the execution and registration of the "Agreement for Sale".
10. You shall obtain a mutually approved draft copy of the "Agreement for sale" from our

office and shall take immediate steps to get the same duly stamped under the Stamp Act and registered under the Registration Act, 1908. We undertake to make ourselves available through authorized representative for purpose of registration at the notice of fifteen (15) days from you. We shall not be liable under any law for any delay, laches and / or negligence shown by you in presenting the "Agreement for sale" for execution and registration before the competent authority.

11. We shall be entitled at our discretion to terminate this reservation in the event of you committing default in payment on due date of any amount due and payable by you to us under this reservation (including your proportionate share of taxes levied by competent authority and other outgoings) and on you committing breach of any of the terms and conditions herein contained.
12. That upon termination of this reservation, we shall deduct cancellation charges of a sum of Rs. _____/- (Rupees in words _____ Only) from the booking amount received.
13. That upon termination of Agreement for sale we shall refund you the instalments of sale price of the unit as per the terms mentioned in the said agreement. We are not liable to refund the taxes and other statutory charges collected from you till the date of termination of the agreement.
14. We shall at our discretion, be entitled to charge to you simple interest at the rate of SBI highest marginal cost +2%, on all the amounts which become due and payable by you under the terms of this agreement from the date the said amount is payable till the date the amount is actually paid. However, such entitlement of interest shall not be deemed to be a waiver of our right to terminate the agreement as per the provisions of the agreement.
15. We may allow the occupation of the said unit to you only after receiving the entire amount of consideration, all other receivables and after necessary documentary compliance from your side.
16. You shall use the unit strictly for the purpose for which it is allotted. This reservation letter is nontransferable. It would be mandatory for you to register the Agreement for Sale and shall be guided by the terms contained therein.
17. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project.

18. In case you require a site visit, prior written permission from the undersigned is necessary. We will not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.
19. In respect of any amount remaining unpaid under this Reservation including taxes on consideration, we will have a first lien and charge etc.
20. Nothing in this letter will be deemed as demise of any right, title and interest in the said unit or the property. This reservation merely entitles you to enter into an "Agreement for Sale" at a future date upon payment of agreed consideration as per the payment schedule mentioned herein above.
21. It is also agreed and understood that this reservation letter will stand overridden by executed and registered "Agreement for sale" in respect of said unit.

For M/s Tricity Realty LLP

Partner
MR.ARJUN REKHI

We hereby confirm the terms and conditions of this letter.

(Client Name)

ALLOTTEE