

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at _____ on this ____ day of _____, 2024;

BETWEEN

M/s. TRICITY REALTY LLP, PAN NO. AAKFT6601L, having office at: 1001/02, BHUMIRAJ COSTARICA, PLOT NO. 1&2, SECTOR – 18, SANPADA, NAVI MUMBAI- 400705, through its designated partner **Mr. Arjun Rekhi** hereinafter referred to as “**the LICENSEE/PROMOTER/DEVELOPERS**” (Which expression shall mean and include Partners or Partner for the time being of the said respective firm, the survivors or survivor of them and the heirs, executors, and assigns of the last surviving partner) **OF THE FIRST PART;**

AND

1) MR. _____, Age: ____ years, PAN No.: _____, and **2) MR.** _____, Age: ____ years, PAN No.: _____, all residing at _____, hereinafter referred to as the “**ALLOTTEE/PURCHASER/s**”, (which expression shall unless it repugnant to the context or meaning thereof, shall be deemed to mean and include her/his/their heirs, executors, administrators and assigns) **OF THE SECOND PART;**

WHEREAS

- (a) The City and Industrial Development Corporation of Maharashtra Ltd., a Govt. company within the meaning of the Companies Act, 1956, (I of 1956) (hereinafter referred to as 'THE CORPORATION') having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021, is a New Town Development Authority, under the provisions of sub-sec, 1 and 3-A of Section 113 of Maharashtra Regional & Town Planning Act, 1966, (Maharashtra Act No.-XXXVII of 1966 hereinafter referred to as the SAID ACT). for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as Site for New Town under sub-section (1) of Section 113 of the said Act.
- (b) The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provision of Sec 113 of the said Act.
- (c) By virtue of being the development authority, the Corporation has been empowered under Section 118 of the said Act to dispose of any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.
- (d) This Agreement shall be subject to rules contained in **REAL ESTATE REGULATIONS**

AND DEVELOPMENT) ACT, or any amendment there in or any re-enactment thereof from time to time, or any law as applicable from time to time.

- (e) Vide Allotment Letter No. **30272/1001227/1702** dated **24/08/2022**, the Corporation allotted to "M/s. **TRICITY REALTY LLP**" (hereinafter referred to as the said Original Licensee), a piece and parcel of land bearing **Plot No. 4A** area **admeasuring about 4,264.03 Sq. Mtrs Sector - 21., lying, being and situated at Node: New Panvel (E), Taluka: Panvel and District – Raigad.** (Hereinafter referred as the "**said Plot**"). Which is more particularly described in the **First Schedule** hereunder written, for the purpose of constructing Building/s on the said Plot, for the lease premium and on the terms and conditions as contained in the said Allotment Letter.
- (f) By virtue of the said Agreement to lease dated 01/06/2023, made & executed between the City and Industrial Development Corporation of Maharashtra Ltd., of the One Part and **M/s. TRICITY REALTY LLP**, of the Other Part, therein called the said "Licensee/s" with respect to the said Plot, as per the terms and conditions mentioned in the said Agreement to Lease. The same is duly registered before the Sub-Registrar of Assurances at Panvel, bearing Registration Document Serial No. **PVL-3/10148/2023** dated **05/06/2023**. The Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plot in accordance with the recitals hereinabove; (hereinafter referred to as "**the said Agreement to Lease**").
- (g) By virtue of the aforesaid documents, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to develop the said Plots by constructing Building/s as per the building plans sanctioned by the concerned Authority.;
- (h) The Promoter has obtained the layout plan approvals for the Project from Associate Planner, the Town Planning Dept. of Competent Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 and other laws as applicable.
- (i) The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Plots on which Project is to be constructed.
- (j) The said Erstwhile Licensees, through Architect **Mobius Architects**, having his Office address at 1001, Kamdhenu Businessbay, Nr.Juinagar Station Service Road, next to Infinity cars BMW showroom, Sector 1, Nerul, Navi Mumbai, Maharashtra 400706, has prepared and submitted to CIDCO Ltd. and other authorities the building plans, specifications and designs for the said Plot by utilizing the permissible FSI, by

- (k) proposing to construct Building/s on the said Plot. The CIDCO Ltd. had sanctioned the building plans, specifications and designs submitted by the said Licensees and granted its Development permission and Commencement Certificate, vide its letter dated 15/07/2024, having reference no. PMC/TP/N.Panvel/21/4A/21- 24/16896/1834/2024, to initially construct a Building comprising of **Basment+Ground+10 Upper Floors+11th Floor Amenity & Part Terrace** (hereinafter referred to as the said Layout). A copy of the said Commencement Certificate dated 15/07/2024 issued by CIDCO Ltd. is annexed hereto and marked **Annexure "A"**. However, to utilize the full potential of the said Plot, the Promoters have planned to eventually construct a Building with Ground and upper Floors on the said Plot by utilizing the entire FSI on the said Plot including the additional FSI either by Ancillary FSI and/or TDR /such additional FSI that shall be granted by the CIDCO Ltd. on the said Plot either by charging premium or otherwise howsoever. The Promoter is entitled and enjoined upon to construct the building on the said Plots in accordance with the recitals hereinabove. As per the plans sanctioned and the development permission granted by the Competent Authority vide **Commencement Certificate bearing No. PMC/TP/N.Panvel/21/4A/21-24/16896/1834/2024** dated 15/07/2024 including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the Commencement Certificate is annexed herewith as **"Annexure-A"**.
- (l) The Promoter has proposed to construct on the said Plot a building project known as **"TRICITY HERITAGE"** having **Basment+Ground+10 Upper Floors+11th Floor Amenity & Part Terrace** Building for Residential and commercial use, on OWNERSHIP BASIS to the prospective buyers.
- (m) The Allottee/s has/have applied an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as "the said Apartment") of the building project called **"TRICITY HERITAGE"** (hereinafter referred to as the said **"BUILDING"**) being constructed of the said project, by the Promoter.
- (n) The Promoter has entered into a standard Agreement with an Architect **Mobius Architects** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

- (o) The Promoter has appointed **Epicons Consultants Pvt. Ltd**, as a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.
- (p) By virtue of the said documents, the Promoter has the sole and exclusive right to sell the Apartments and Other units of their part as per proposed building to be constructed by the Promoter on the said Plots and to enter into Agreement with the Allottee/s of the said Apartments, and Other Units therein and to receive the sale price in respect thereof.
- (q) On-demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Plots and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Allottee(s) hereby affirms/affirm that they have been fully satisfied by the relevant documents of the Title pertaining to the aforementioned Plot, as well as the apartment/shop encompassed therein. Consequently, the Allottee(s) unequivocally waives any further requirement or insistence for additional documentations from the Developer
- (a) The authenticated copy of Certificate of Title dated **16/07/2024** issued by **ADV. ABHIMANYU H. JADHAV** to the PROMOTER, showing the nature of the title of the Promoter to the said Plots on which the Apartment are to be constructed have been annexed hereto and marked as "**Annexure-B**".
- (b) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-C**".
- (c) The Promoter has got some of the approvals from the concerned local authority/s to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- (d) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said Plots and the said building and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the said building/s shall be granted by the concerned local authority.

- (e) The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

The carpet area of the said Apartment is _____ Sq. Meters. and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, the area under service shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment area under RCC Column and shear wall and other such structural members of the premises in the Building on the said Plot being constructed thereof, as per the rules and regulations of Real Estate (Regulation and Development) Act, 2016.

In addition, without any further monetary consideration, the Promoter is giving Enclosed balcony, Cupboard, Floor Bed/chajja, Deck, Service space, Natural attached terrace where applicable etc. of 0 sq. Mtrs, being the ancillary area (the "additional area").

The aggregate of the carpet area of said Flat + Additional Area totaling to .sq. mtrs referred as "Gross Usable Area" is available for use by the Allottee.

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 hereafter.

- (f) Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only/-), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as an advance payment or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- (g) The Promoter has registered the Project under the provisions of the Real Estate Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority. The Project Registration Number is _____; the authenticated copy of the Registration Certificate is annexed herewith as "**Annexure-D**".
- (h) Under Section 13 of the said Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment with the Allottee/s, being, in fact, these presents and also to register said Agreement under the Registration Act, 1908.
- (i) In accordance with the terms and conditions set out in this Agreement and as

mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase the said Apartment.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

1) PROMOTER'S RIGHT OF DEVELOPMENT AND ACCEPTANCE THEREOF BY ALLOTTEE/S: -

- 1.1) The Promoter shall construct the said "TRICITY HERITAGE", consisting of **Basment+Ground+10 Upper Floors+11th Floor Amenity & Part Terrace** on the said Plots in accordance with the plans, designs and specifications as approved by the concerned local authority.
- 1.2) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

2. ALLOTMENT OF APARTMENT AND PAYMENT OF CONSIDERATION: -

- 2.1) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment bearing No. on floor, admeasuring _____sq. meters. carpet area along with _____Sq. Mtrs. of Enclosed

balcony, Cupboard, Floor Bed/chajja, Deck, Service space/Architectural projections, Natural attached terrace as per the approved plans of the said building project known as “TRICITY HERITAGE”, (hereinafter referred to as the “said Apartment”) more particularly described in SCHEDULE II as shown in the floor plan, hereto annexed and marked ANNEXURE ‘C’ for the consideration of Rs._____/-(Rupees_____Only/-) including Rs.0/- (Rupees NIL only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the Common/limited common areas and facilities which are more particularly described in the SCHEDULE III annexed herewith.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking/ garage space at_____level basement/podium/stilt/mechanical car parking unit bearing No.

admeasuring_____Sq. Ft. having_____ft. length x_____ft. breadth x_____ft. vertical clearance, being constructed in the layout for the total consideration of Rs. _____/- (Rupees_____Only).

OR

The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space

Bearing no._____, admeasuring_____Sq.Ft., having_____ft.length x _____ft. breadth, without consideration.

2.2) The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of_Sq. Mtrs of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace, the Promoter is giving Enclosed balcony, Cupboard, Floor Bed/chajja, Deck, Service space/Architectural projections, Natural attached terrace, if any, admeasuring 0 Sq Mtrs are neither included in the carpet area nor are considered for determining the purchase price.

2.3) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees_____Only/-) as advance payment and hereby agree/s to pay to the Promoter the balance amount of purchase consideration of Rs. _____/- (Rupees_____Only/-) in the following manner: -

PAYMENT SCHEDULE

Consideration TOTAL AMOUNT	Rs.
Consideration AMOUNT RECEIVED	Rs.
Consideration BALANCE AMOUNT	Rs.

SCHEDULE OF PAYMENT	
10%	at Booking
20%	at Commencement
15%	at Plinth
8%	at commencement 2 nd Slab
7%	at commencement 4 th Slab
7%	at commencement 6 th Slab
7%	at commencement 9 th Slab
6%	at commencement Terrace Slab
5%	at commencement brickwork
5%	at commencement Plaster
5%	at commencement Tiling
3%	at commencement Whitewash
2%	at commencement Possession
100%	Total

- 2.4) The total price/consideration as mentioned in clause (2.3) above is excluding all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swatch Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon Said Plot payable by the Promoter, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes, all such taxes in proportion to the area of said apartment, shall be payable by the Allottee/s in addition to the said total price/consideration on or before taking over the possession of the said apartment. **In fact, unless all such payments such as total consideration, all such proportionate taxes as well as other charges payable under this agreement are paid by the Allottee/s, he/she/they shall not be entitled to the possession of said apartment.**
- 2.5) The Total Price/consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the Competent Authorities etc. The Promoter shall enclose the said notification/order/rule/regulation published/ issued in that behalf to that effect along with the Demand Letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. **Unless said demanded increase in development**

charges, costs or levies are paid by the Allottee/s to the Promoter, he/she/they/it shall not be entitled to the possession of the said Apartment. The Promoter may charge the Allottees separately for any upgradation/changes specifically requested by the Allottees in fittings, fixtures and specifications and any other facility.

- 2.6) The Promoter has allowed a rebate in the purchase consideration and for early payments of the instalments payable by the Allottee/s by discounting such early payments by which the respective instalment has been preponed and/or mutually worked out between the Promoters and the Allottee/s and accordingly the payments under 2.3 have been worked out by the Parties hereto. The Promoters have also arrived at the price taking into account the request of the Allottees for concessions and for passing on the benefit that the Promoters may receive towards input credit on the G.S.T. payments made and/or to be made by the Allottees and the Allottees having availed of the said concessions has agreed and undertaken not to claim any further benefit rebate or refund of any moneys as may be paid towards G.S.T.
- 2.7) **Bank Loan:** In case of any financing arrangement entered by the Allottee with any financial institution with respect to the purchase of the Flat the Allottee undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to Developer through an NEFT/RTGS/account payee cheque/demand draft drawn in favour of the Promoter's bank details as mentioned in the clause 2.11 herein or any other account that may be mentioned by the Promoters subsequently. The Allottee agrees that in the event the Allottee avails any loan/or loan facilitation services ("Services") from any external third party, the Allottee shall do so at his/her own cost and expense whatsoever and shall not hold the Developer liable/responsible for any loss / defective service / claims / demands that the Allottee/s may have incurred due to the Services so availed.
- 2.8) **Cheques Dishonoured:** If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/ is/are not honoured for any reason whatsoever, then the same shall be treated as default under these presents and the Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.
- 2.9) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them/it under any head(s) of dues against lawful outstanding, if any, in his/her/their/its name as the Promoter may in its sole discretion deem fit and the

Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/their/its payments in any other manner.

- 2.10) The Allottee/s agree/s and undertake/s to pay the purchase consideration as mentioned in clause 2.1 and 2.3 above as per the respective instalment and as & when it shall mature for payment. The payment of concerned instalment is linked with the stage wise completion of the said building. Upon completion of each stage, the Promoter shall issue demand letter to the Allottee/s by RPAD/courier/hand delivery at the address of the Allottee/s mentioned in this agreement as well as by email on Allottee/s's email address, if provided by the Allottee/s. Upon receipt of said demand letter by RPAD/courier/email/hand delivery, whichever is earlier, within 7 (Seven) days Allottee/s shall make the payment of respective instalment. In case of failure on the part of Allottee/s in adhering to the time schedule of 7 (Seven) days, Promoter shall become entitle to take all such legal steps for breach of contract as contemplated under the provisions of Contract Act and RERA. In case of Allottee/s commit/s any delay in making the said payment then Allottee/s shall become liable to pay interest as specified in MahaRERA Rules on all delayed payments. In addition to such rights and without prejudice to such rights, the consequences as contemplated in clause 7 below shall also become applicable and effective.
- 2.11) All payment shall be made by Allottee by drawing cheque/ DD/ RTGS/ NEFT in the name of "Tricity Realty LLP Tricity Heritage Mas Coll Escrow Acct, A/c No "57500001488431" in HDFC Bank, Sanpada branch, IFSC-HDFC0001029 payable at Navi Mumbai or other account as Promoter may intimate subsequently to the Allottee. Allottee shall separately pay transfer charges, if any, and other statutory dues which may be levied from time to time.
- 2.12) **TDS:** Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made.

Provided that the TDS payment to the competent authority shall not construed to be a receipt of consideration unless 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.

3) **PARKING:**

The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor i.e., other than the Unit Allottee of said Unit.

Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner.

The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose.

OR

Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Unit. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor challenge the use of car parking by other Allottees.

4) ADHERANCE TO SANCTION PLAN: -

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the said corporation at the time of sanctioning the said plans now or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the said corporation occupation and/or completion certificates in respect of the Apartment.

5) TIME IS ESSENCE FOR BOTH PROMOTER AND ALLOTTEE/S: -

Time is of essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s after receiving the Occupancy Certificate subject to what is stated in clause 9.1 below. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her/them and shall meet and comply with the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

6) DISCLOSURE OF FLOOR SPACE INDEX AND ACCEPTANCE BY ALLOTTEE/S:-

The Promoter hereby declares that the total Built-up area available as on date in respect of the said Plots is square meters only and Promoter has planned to utilize Floor Space Index of by availing of 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 _____ as proposed to be utilized by him on the said Plots in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment 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.

The Allottee/s have been explained and made aware of the available FSI on the said Plots and also the additional FSI and Transferable Development Right (hereinafter referred to as "TDR") which may be availed thereon. Until conveyance of the said Plots in favour of Apex Body/ Federation Body and conveyance of the said Building in favour of the Organization.

The promoter shall be entitled to utilize such additional FSI, on the said Plots by following the due procedure of law as prescribed under RERA Act and rules and regulations subject to the necessary permission/sanction being granted by the concerned authorities.

7) CONSEQUENCES UPON FAILURE IN ADHERING TO TIME SCHEDULE AND TERMINATION OF AGREEMENT: -

7.1) If the Promoters fail to abide by the time-schedule for completing the project and handing over the said premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Promoter shall send the Demand Notice to the Purchaser/s at the address given by the Purchaser/s in this Agreement whenever such installments have become due and payable and the Purchaser/s shall be bound to pay the amount of the installments within 7 (Seven) days from receipt of such Demand Notice sent by RPAD/Courier/Speed-Post/Hand-Delivery/E-mail, whichever is earlier. In the event of the Purchaser/s making any delay or defaults in making payment of any of the aforesaid installments on due dates the Promoters shall be entitled to recover from the Purchaser/s and the Purchaser/s agree/s to pay to the Promoters/Developers, interest at the rate of 2% p.a. above the marginal cost of lending rate of State Bank of India, for every and all the delayed payments which

become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

- 7.2) Without prejudice to the right of the Promoter to charge interest in terms of sub clause (7.1) above, on the Allottee/s committing **three defaults** in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s by registered Post A.D. at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s of his/her/their 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/s 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.

Provided further that, upon **termination of this Agreement** as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages as mentioned below) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Apartment which may till then, have been paid by the Allottee/s.

It is agreed and understood that after offering the refund as stated above to the Allottee/s, it shall be construed as due compliance by the Promoter of the termination clause and accordingly thereafter Promoter shall be at liberty and shall have all legal right to allot and/or sell/transfer the said apartment to any third party Allottee/s upon such terms and conditions as may be deem fit by the Promoter.

The Promoter shall within 30 (thirty) days of termination refund to the Purchaser subject to the following deductions:

- i) 10% of the Purchase Price (which is to stand forfeited to the Promoter upon the termination of this Agreement);
- ii) The taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement;
- iii) Processing fee and brokerage paid if any etc. in respect of the said Apartment;

- iv) The amount of interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - v) Pre-EMI interest, if any, paid by the Promoter on behalf of the Allottee/s under a particular scheme;
 - vi) In the event of the resale price of the said Apartment to a prospective purchaser is less than the Purchase Price mentioned herein, the amount of such difference; and
 - vii) The costs incurred by the Promoter in finding a new buyer for the said Apartment. The Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded and upon the termination, the Allottee/s hereby agree to forgo all their right, title and interest to immediate ejection as trespassers. The decision of the Promoter in this respect shall be final and binding upon the Purchaser, which the Allottee/s agrees and undertakes not to dispute in any manner whatsoever.
- 7.3) It is agreed and understood that after deducting the total amount of liquidated damages, the balance amount if any shall be refunded to the Allottee/s in the manner stated in clause (7.2) above and that too simultaneously upon Allottee/s executing and registering the deed of cancellation of this agreement, which deed Allottee/s shall be liable to execute and register within 15 (fifteen) days from the date of receipt of termination notice by him/her/them as stated in clause (7.2) above, failing which the Promoter shall be entitled to proceed to execute/register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Allottee/s and the Allottee/s hereby acknowledges and confirms. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation and/or the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the Apartment including but not limited to car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the Apartment and/or Car park(s) and/or the Project and/or the Project Property and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.
- 7.4) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Promoter expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Promoter along with the Notice. Upon receipt of such Notice for termination of this Agreement by the Promoter, the procedure and consequences upon termination as

contemplated in clause (7.2) and (7.3) above shall become automatically applicable and the refund of purchase price to the Allottee/s shall be made in accordance with what has been stated in the said clauses.

8) AMENITIES AND FIXTURE: -

The Promoter shall provide to the said apartment the amenities, fixtures and fittings and to said building such specifications and/or facilities, which are more particularly set out in SCHEDULE III annexed hereto.

9) POSSESSION DATE: -

The Promoter shall give possession of the Apartment to the Allottee/s on or before **31/12/2029** exclusive of grace period six months as per provisions u/s 8 of MOFA, 1963. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand, to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause (7.1) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, subject to Allottee/s simultaneously executing registered Cancellation Agreement, inter-alia, cancelling this agreement. **Since the water supply and other infrastructure such as Roads, street lights, etc. are to be provided by CIDCO Ltd. and the electricity/power connection and meter are to be provided by the MSEDCL, the Promoters shall not be held liable or responsible for any delay caused by CIDCO Ltd. in providing water supply or for providing other infrastructure such as roads, etc. or by MSEDCL in providing power supply.**

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

(i) war, civil commotion or act of God.

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

10) PROCEDURE FOR TAKING POSSESSION: -

10.1 The Promoter, upon obtaining the **Part/Full** Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issuance of such notice and the Promoter shall give possession of the Apartment to the Allottee/s **subject to the Allottee/s making payment to Promoter of entire consideration as well as other amounts payable under this agreement including the**

interest for delayed payment if any accrued thereupon. The Allottee/s also agree/s and undertake/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be at the time of and/or before taking the possession. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within (2) month from the date of receipt of Occupancy Certificate/Part Occupancy Certificate in respect of Said Apartment from Promoter for taking possession of said Flat. The Allottees must pay all outstanding dues including the taxes and other statutory payment before claiming possession of the said Flat and also become a member of the society by executing relevant documents of receiving the occupancy certificate in respect of the said building in which said apartment is situating.

10.2 The Allottee/s shall take possession of the Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Apartment is ready for use and occupation. Even if the Allottee/s does/do not take possession of the apartment, still he/she/they shall become liable for the payment of maintenance charges as mentioned in clause 13.1 below, so also for all other taxes, levies, cess and charges as may be imposed or become payable in respect of the said apartment.

10.3 FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF APARTMENT: - Upon receiving a written intimation from the Promoter as per Clause (10.1), the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation. In case the Allottee/s fails to take possession within the time provided in clause (10.1) such Allottee/s shall continue to be liable to pay maintenance charges as applicable as stated above.

10.4 If within a period of 5 (Five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartments 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 its 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 defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment and in specific the structure of the said Apartment of the said building which shall include but not limited to columns, beams, etc. or in fittings therein, in particular, it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water, if any of such works are carried out without the written permission of the Promoter the defect liability automatically shall become Nil. Further, in the following cases where the Purchaser/s (i) install/s air-conditioners or any other machine/s or instrument/s on

the external walls haphazardly or inappropriately which may destabilize the structure (ii) Purchaser/s and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the common wall / any portion of the neighbour's Apartment, or common area by drilling, chiseling or hammering or removing any portion or part of the originally constructed or fitted material or carries on any other work haphazardly or inappropriately, etc. If any of such works are carried, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Promoter and shall not mean defect(s) caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature, etc. That it shall be the responsibility of the Allottee/s to maintain his unit in a proper manner and take all due care needed including but not limited to the joints in the tiles in his Apartment are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. And if the annual maintenance contracts are not done/renewed by the Allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the Apartment and the common project amenities wherever applicable. That the Allottee/s has/have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of unit/building/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 10.5 The Allottee/s is/are aware that the Promoter is not in the business of or providing services proposed to be provided by the service Providers/Facility Management Company or through the Service Providers/ FMC. The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The parties here to agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance/ non-performance or otherwise of these services provided by the respective Service Providers/FMC.

11) DEFECT LIABILITY:

It is expressly agreed and confirmed by and between the parties hereto that the Terrace/ Balcony which is attached to the said premises will be in the exclusive possession of the Purchaser/s herein.

The Promoters/maintenance Agency/Association of Purchaser(s)/ Allottee(s) shall have rights of unrestricted access of all Common Areas, garages/closed parking/s and parking spaces for providing necessary maintenance services and the Purchaser(s)/Allottee(s) agree/s to permit the Promoters/Association of Purchaser(s)/Allottee(s) and/or maintenance agency to enter into the said premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

12) USER OF APARTMENT:

The Allottee/s shall use the apartment or any part thereof or permit the same to be used only for purpose of residence and as may be permissible as per the said revised sanctioned plan. Allottee/s shall use parking space, if any only for purpose of keeping or parking his/her/their owned vehicle.

13) PAYMENT OF ADDITIONAL AMOUNT BY ALLOTTEE/S: -

13.1 The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- i) Share money, application entrance fee of the Society or Limited Company.
- ii) Formation and registration of the Society or Limited Company.
- iii) Proportionate share of taxes and other charges/levies in respect of the Society or Limited Company.
- iv) Deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.
- v) Deposit towards Water, Electric, and other utility and services connection charges along with deposits of electrical receiving and Sub Station provided in Layout.
- vi) Development Charges/Transfer Charges/Infrastructure Development Charges payable to CIDCO Ltd.

- vii) Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then the Purchaser/s shall be liable to pay the same.
- viii) GST or any other taxes or charges levied by the state or Government authorities.
- ix) Any other charges, taxes and expenses levied by the Government authorities.

(All the above amounts to be decided at the time of possession on actual amount incurred.)

The Allottee/s hereby agree/s that he/she/they shall not be entitled to question either the quantum of such amount nor claim any interest thereon.

14) ACCEPTANCE BY ALLOTTEE/S ABOUT PROMOTER'S LIABILITY: -

SAVE AND EXCEPT as provided under RERA, the Promoter shall not be liable to give any account to Allottee/s for and of above stated amounts. It is also agreed and accepted that unless aforesaid amounts as mentioned in clause 12 above are fully paid by Allottee/s, he/she/they shall not be entitled to demand the possession of said Apartment.

15) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: -

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

- a. The Promoter has clear and marketable title with respect to the said Plots; subject to what has been stated hereinabove and/or in the title certificate and/or disclosed on the website of the authority under RERA, Promoter has requisite rights to carry out development upon the said Plots and also have actual, legal and physical possession of the said real estate project.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite as and when required under law further approvals from time to time to complete the development of the Project;
- c. There are no encumbrances upon the said Plots or the Project except those disclosed in the Title Report and/or disclosed on the website of the regulatory authority under RERA.
- d. There are no litigations, as mentioned in Title Certificate annexed hereto at Annexure B, pending before any Court of law with respect to the said Plots or Project. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Plots and said building 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, Said Plots and said building shall be obtained by following due process of law;

- e. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein upon said apartment and/or said concerned parking space, may prejudicially be affected;
- f. 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 said Plots and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- g. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- h. 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, till handing over possession of said Apartment to Allottee/s.
- i. 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 Plots) has been received or served upon the Promoter in respect of the said Plots and/or the Project except those disclosed in the Title Report.

16) REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE-

The Allottee/s has/have himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

- a. To maintain the Apartment at the Allottee/s's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment 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 Apartment is situated or storing of which goods is 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 Apartment is situated, including entrances of the

building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment 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/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. 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 Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plots and the building in which the Apartment 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 Apartment in the compound or any portion of the said Plots and the building in which the Apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit and/or such other charges, amount, moneys, taxes, cess, etc. as the case may be payable by the Allottee/s under this agreement and or as may be demanded by the concerned local authority or Government or water, electricity or any other service providers in connection to the building in which the Apartment is situated and or in respect of said apartment.

- h. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold and/or for any other reasons.
- i. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had 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/have intimated in writing to the Promoter and obtained the prior written permission of the Promoter for such transfer, assign or part with the interest etc.
- j. The Allottee/s shall observe and perform 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 Apartments therein and/or for any other reasons 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/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. Till complete and full development of the said Plots the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, shall have right to enter into and upon the said Plots or any part thereof to view and examine the state and condition thereof. The Allottee/s and/or anybody claiming through him/her/them/it shall not be entitled to take objection or create obstruction in the said right of Promoter.
- l. Unless and until all the amounts the Allottee/s is/are liable to pay to the Promoter by and under this agreement and/or otherwise in law, are fully and completely paid, the Allottee/s shall not be entitled to transfer/agree to transfer his/her/their interest in the said Apartment and/or benefit of this agreement to anyone else.

- m. The Allottee/s and/or the persons to whom said Apartment is transferred or to be transferred hereby agree to sign and execute all papers, documents and to do all other things as the Promoter may require of him/her/it/them to do and execute from time to time for effectively enforcing this agreement and/or for safeguarding the interest of the Promoter and all persons acquiring the remaining Apartments in the said building/s on the said Plots.
- n. The Promoter shall in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement, shall have a first lien and charge on the said Apartment, agreed to be purchased by the Allottee/s.
- o. Without prejudice, to the rights of the Promoter under RERA and/or any other Act, the Promoter shall be entitled to take action against the Allottee/s if the Allottee/s do/does not pay his/her/its/their proportionate share of outgoing every month and if remain/s in arrears for three months and/or do/does not pay the purchase price and/or other amounts which he/she/it/they is/are liable to pay under this agreement diligently, fully and finally; then the Promoter shall be entitled to terminate this agreement and enter upon the said Apartment and resume possession of the said Apartment.
- p. The Promoter shall be entitled to sell, transfer and/or agree to sell/transfer all the other Apartments and also agree to allot parking areas situated or to be situated in the said building/s and/or upon any portion of the said Plots to anyone else in any manner whatsoever and such Allottee/s shall be entitled to use their respective Apartments/parking spaces/etc. for any purposes as may be permissible under law.
- q. The Allottees or the Consortium of Allottees i.e., the Society shall not raise any objection or demand any maintenance from the Promoters for **Tricity LED name and logo board** which shall be affixed at any part of the terrace of the Society. The Promoter, at his own discretion solely be liable for the upkeep of the logo of M/s Tricity Realty LLP, which shall be located at any part of the terrace of the Society. Furthermore, the Promoter shall affix a separate meter for the electricity expenses of the said LED logo board and shall pay the electricity utility company directly its meter charges.
- r. In case of acquisition or requisition of the said Plots and/or any portion thereof, for any reason whatsoever by the said corporation and any other competent authority; the Promoter alone shall be entitled to appropriate the compensation receivable or that shall be given against such acquisition or requisition.
- s. Not to relocate brick walls onto any location, which does not have a beam to support the brick wall.
- t. Not to change the location of the plumbing or electrical lines (except internal

extensions).

- u. Not to change the location of the wet/waterproofed areas.
- v. The Allottee/s shall not allow the said apartment to be used for user different from the nature of the user that it is intended for use by the Promoter.
- w. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to their apartment or terraces and the same are retained by the Promoter as restricted amenities. The Allottee/s is/are aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Apartment has been determined taking this into consideration and the Allottee/s waives his/her/their/its right to raise any dispute in this regard.
- x. The Allottee/s confirm/s that this Agreement is the binding arrangement between the parties and overrides any other written and/or oral understanding but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- y. Upon and after handover of the management of the Building to the Society, the Society (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
- z. **NRI:** The Allottee/s, if is a resident of outside India (NRI) then he/she/they shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999(FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendments(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India, etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with provision of FEMA or statutory enactments or amendments thereof and the rules and regulation of the Reserve Bank of India or any other Applicable Law. The Allottee/s understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for action under the FEMA as amended from time to time. The Promoter accepts no responsibility / liability 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

- aa. The Allottee/s undertake/s to observe all other stipulations and rules which are provided herein in order to enable the building to be well maintained and enable all Allottee/s to enjoy the usage of these areas as originally designed.
- bb. The Allottee/s doth hereby assure and declare that before executing the present agreement, he/she/it/they has/have investigated the title of the Promoter in and over the said Plots and has/have got himself/herself/itself/themselves satisfied about the same and as such has/have no grievances in respect thereof.
- cc. **Purchaser Covenants:** Till the Lease Deed/Deed of Assignment of the said Plot along with the said building is executed in favour of the Society and subsequent thereto till the Promoters have completely utilized the FSI/Development potential of the said Plot, the Purchaser/s shall permit the Promoters, their servants and agents, with or without workmen, at all reasonable times, to enter into and upon the said Plot and building or any part thereof to view the state and conditions thereof.
- dd. After receiving possession of the said apartment from the Promoter, the Allottee/s shall make necessary application to the society for becoming member of the Society.
- ee. That Allottee/s admit and accept the binding effects of all the covenants given hereinabove and the same shall be binding upon and enforceable against Allottee/s. The Allottee/s shall not commit any breach or violation of any of the abovementioned covenants given to the Promoter and understand that the entitlement to the 5 years' defect liability clause as stipulated in Clause 10.4 by the Allottee/s shall be subject to Allottee/s not violating the covenants given by him/her/them vide clause 'a to dd' above. Any breach or violation of above covenants shall make Allottee/s liable for action in accordance with law for breach of Contract.

17) GENERAL COMPLIANCE WITH RESPECT TO THE SAID PREMISES:

The Purchaser(s)/Allottee(s) further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or Common Areas. The Purchaser(s)/Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser(s)/Allottee(s) shall not store any hazardous or combustible goods in the said premises or place any heavy material in the common passages or staircase of the Building. The Purchaser(s)/Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the said premises. The Purchaser(s)/Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter

the Association of Purchaser(s)/Allottee(s) and/or maintenance agency appointed by Association of Purchaser(s)/Allottee(s) shall manage and upkeep the same. The Purchaser(s)/Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Purchaser/s from the date of possession will maintain the lift, water pump, firefighting equipment and other assets provided by the Promoters on their own cost and the Promoters will not be held responsible and liable for the same in any manner whatsoever.

18) FORMATION OF SOCIETY:

16.1 The Promoter shall apply for the formation and registration of a Society as "TRICITY HERITAGE" (the "said society") within the prescribed time limit under the MAHA RERA. The Allottee shall for this purpose from time to time 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 the becoming a member, including the bye-laws of the said society. These documents duly filled in and signed shall be returned to the Promoter within seven (07) working days of the same being forwarded by the Promoter to the Allottee, so as to enable Allottee to become a member of the society. Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment.

Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-Operative Society or the Company to form and register an Apex Body in the form of

Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

19) CONVEYANCE/ASSIGNMENT OF LEASEHOLD RIGHTS TO SOCIETY:

19.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

In the case of a Building or a Wing of a Building in a Layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that Building or Wing of that Building (excluding basements and podiums) within one month from the date of issue of Occupancy Certificate.

19.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of Occupancy Certificate to the last of the Building or Wing in the Layout.

As per Clause No.7 of Agreement to Lease dated **01/06/2023** for Plot No. **4A** bearing Registration Document Serial No. **PVL-3/10148/2023** executed between the Corporation and the Promoter, the Corporation will grant and the Promoter/Licensee will accept lease of the said plot and the building erected thereon for the term of 60 years from the date of Agreement to Lease at the yearly rent of Rupees One hundred only.

The Promoter shall further, within 3 months of receipt of Occupancy Certificate, execute or cause to execute a Deed of Assignment/Lease Deed in favour of Society/Limited Company for the period of 60 years from the date of Agreement to Lease, as per Clause No.7 of Agreement to Lease executed on **01/06/2023**.

19.3 The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any

other charge for the transfer of the said plots on 'actual basis' shall be borne by the Allottee in proportion to his gross usable area and that the Allottee shall come forward to accept conveyance of the said plots in the name of the society formed within two (02) months from the date of intimation by 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.

19.4 The Promoter is entitled to take part OC for Phase wise construction of the Project. However, the Allottees/society shall not claim conveyance of the said Plot upon receipt of any such part OC.

19.5 The common amenities of the said Project described in THIRD SCHEDULE shall be conveyed to the Apex Body/Society at the time of conveyance of said Plot. The Allottees shall not raise any claim for the use of amenities till said Plot is conveyed to Apex Body of the Project, although the Promoter may at his discretion allow the use of amenities to Allottees prior to such conveyance.

19.6 The charges, costs expenses for conveyance of said Plot shall be borne by the Allottees in proportion to his gross usable area and that the Allottees shall come forward to accept conveyance of the said Plot in the name of the Apex Body formed within two (02) months from the date of intimation by the Promoter.

19.7 Advocate of the Promoter shall prepare the final Conveyance Deed Agreement between the Promoters and the Society with reservation of rights of the Promoters reserved/retained under this Agreement.

19.8 The Conveyance Deed executed in the favour of the Society shall include that the Promoter, on its sole discretion shall upkeep the LED name and logo of M/s. Tricity Realty LLP at any part of the terrace of the Society. The Society shall not demand any maintenance or lease towards the LED logo from the Promoter. Furthermore, the Promoter shall be liable to pay the electricity expenses for the said LED board.

20. SOCIETY MAINTENANCE CHARGES:

20.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the said Unit is ready for use and occupation, irrespective of the Allottee taking the possession of the said Unit, the Allottee will be liable for proportionate share of outgoings in respect of said plots for water charges, insurance, common lights, repairs, salaries, property tax/Service Charges 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.

20.2 The Allottee shall pay to the Promoter at the time of possession, an advance maintenance for twelve months aggregating to **Rs._____/- (Rupees_____ In Words Only)** plus applicable GST as "common maintenance charges" for the upkeep and maintenance of the said Project building. The amounts so paid by the Allottee to the Promoter shall not carry any interest and

remain with the Promoter until the building is conveyed to the Society as aforesaid.

20.3 The Allottees shall bear and pay monthly maintenance charges directly to the Society after the handing of the building to the Society. The Allottees shall pay such contribution as mentioned above at the time of taking possession and shall not withhold the same for any reason whatsoever. The Promoter will convey the said Plot to Society only after all outstanding and arrears along with interest has been received by it from Society.

20.4.1 The aforesaid maintenance charges are only indicative and not exhaustive in nature. The actual amount of maintenance to be charged may vary depending upon the cost of maintenance of the project at the time of possession of the apartments/at the time of receipt of Occupancy Certificate.

21. UNSOLD UNITS IN SAID PROJECT:

Promoter shall be inducted as a member of said society for unsold Units upon formation of society and conveyance of the said Plots to society.

Promoter shall be entitled to sell the unsold Units in said project without any separate permission of society and the members of Society. The prospective Allottee of such unsold Units shall be inducted by the society as members.

Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Unit by the Promoter to prospective Allottees.

Promoter shall also be entitled to car parking reserved for the unsold Units and the society or Allottee shall not stake claim on such parking.

Promoter shall be entitled to mortgage the unsold Units of the said project with the financial institutions without any separate NOC from society or the members of society.

Promoter is entitled to all the rights of being a member of Society i.e., right to attend meeting, right to vote in the meeting etc.

22. RESTRICTION ON RIGHT OF ALLOTTEE/S: -

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plots and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, common areas, parking spaces, lobbies, staircases, lift area, terrace internal

road, etc. will remain the property of the Promoter unless conveyed as per the provisions of law to and in favour of the Society.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON THE SAID APARTMENT: -

23.1 There is no any mortgage or charge upon the said Plot. In case if any such mortgage or charge is made or created by the Promoter by itself 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/s, who has taken or agreed to take such Apartment.

23.2 In case if the Allottee/s avail the financial assistance or home loan inter-alia for purchasing and acquiring the said Apartment, then in that event, Promoter shall at the request and at the cost of Allottee/s, allow the charge or mortgage to be created upon the said Apartment of such financial institution from whom the Allottee/s shall avail such financial assistance or home loan. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / home loan shall be that of the Allottee/s alone. The Promoter in no way shall be liable for the payment of or repayment of the said financial assistance/home loan to the said financial institution. The Allottee/s alone shall be liable and responsible for all consequences, costs and or litigations that may arise due to non-payment and default in repayment of said financial assistance and home loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/home loan by the Allottee/s, shall be limited to and/or restricted to or upon to the said apartment only. Save and except the said apartment, no other portion of the said building and or said Plots shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan. The Allottee/s undertake/s to indemnify and keep indemnified the promoter against all loses, injures or damages that may be caused to the Promoter due to non-payment/repayment of the said financial assistance/home loan.

23.3 The Allottees/s undertake hereby gives his/her/their express permission to the Promoters to raise any loan against the said Plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institutions/s or any other party. This permission is on the express understanding that any such loan liability shall be cleared by the Promoters at their own expenses on or before the conveyance of said Plot.

23.4 It is clearly understood and so agreed by the Allottees that all the provisions contained herein and the obligations arising hereunder in respect of said Project

shall equally be applicable to and enforceable against any subsequent Allottees of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

24. BINDING EFFECT: -

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 7 (Seven) days from the date of its receipt by the Allottee/s, application of the Allottee/s for allotment of apartment shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever and by deducting therefrom liquidated damages as stated in this agreement.

25. ENTIRE AGREEMENT: -

The recitals herein before 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. This Agreement, along with its schedules, 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 apartment/plot/building, as the case may be.

26. RIGHT TO AMEND: -

This Agreement may only be amended through written consent of the Parties.

27. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S: -

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

28. SEVERABILITY: -

If any provision of this Agreement shall be determined to be void or unenforceable under the provisions of RERA Act or the Rules framed thereunder then, such provisions of the Agreement shall be deemed to have been amended or deleted and or shall be considered as 'severed' from this agreement as if it was not forming part of this agreement. But in that eventuality the remaining Provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee/s in Project, the same shall be in the proportion of the carpet area of the Apartment.

30. FURTHER ASSURANCES: -

Both Parties agree that they 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.

31. PLACE OF EXECUTION: -

The execution of this Agreement shall be complete only upon its execution by the Promoter at the Promoter's Office as mentioned in the title clause.

The Allottee/s and/or Promoter shall present this Agreement 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. But all expenses towards taxes except GST, and /or any other cess and taxes pertaining to this agreement and /or any other document that shall be executed in connection with the said agreement, shall be borne and paid by the Allottee/s.

32. ADDRESS FOR CORRESPONDENCE: -

That 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 or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified hereinbefore in this agreement or at the email address provided herein:

ADDRESS OF ALLOTTEES

ADDRESS OF PROMOTER

1001/02, Bhumiraj Costarica, Plot no. 1 & 2, Sector-18,
Sanpada, Navi Mumbai - 400705.

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in 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/s, as the case may be.

33. JOINT ALLOTTEE/S: -

That 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.

34. STAMP DUTY AND REGISTRATION: -

The charges towards stamp duty and registration of this Agreement shall be borne by Allottees.

35. INVESTOR CLAUSE:

The Allottee has purchased the said Unit as an Investor. In the event, the Purchaser/s is an Investor, the subsequent Allottee/s/Purchaser/s under a subsequent sale of the said Premises shall, within a period of one year from the date of this Agreement, be entitled for adjustment of Stamp duty, if any, paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

36. DISPUTE RESOLUTION: -

Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, such unsettled dispute shall be referred to the authority as per the provisions of Real Estate Regulation and Development Act, 2016 and the Rules and Regulation framed thereunder.

37. 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.

SCHEDULE – I

THE SAID PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of plot of land bearing **Plot No. 4A, area admeasuring about 4,264.03 sq. metres., lying, being and situated at Sector – 21, Node – New Panvel, District - Raigad,** and bounded as follows:

On or towards the North by : Plot No. 3

On or towards the South by : 20 Mtr. Wide Road

On or towards the East by : Plot No. 4B

On or towards the West by : Panvel Municipal Boundary, C- wall

SCHEDULE – II

SAID APARTMENT ABOVE REFERRED TO:

Apartment bearing No._____, admeasuring about Sq. Meters. of Carpet area on the Floor of the said building known as **“TRICITY HERITAGE”** which is constructed in or upon the above referred said Land, which Apartment is shown on the Floor Plan thereof as Annexure 'C'.

SCHEDULE – III

AMENITIES

Leisure: An air-conditioned Gym, Clubhouse.

Security: Video Door camera and intercom integrated system.

Lobby: Decorated entrance lobby.

Power back up: Power backup for one lift water pump common light fire pump.

Flooring: Vitrified tiles by a reputed brand for the entire apartment.

Kitchen: Granite counter and additional service platform with Nirali S.S. Sink and exhaust fan provision.

External: Texture paint on all Dead walls and full acrylic paint.

Staircase: Full marble staircase till top floor.

Lifts: Both automatic lifts of a reputed brand.

Door: Laminated flush main door with elegant hardware fittings.

Wall: Complete apartment Gypsum finish with 100% plastic paint.

Electrical: Concealed copper wiring with modular switches and circuit breaker.

Fire Fighting: firefighting system.

RCC: Earthquake resistant RCC structure.

Plumbing: Concealed plumbing with Jaguar or similar fittings.

Toilets: Coloured/White sanitary ware of a branded make, tiles on walls and flooring with exhaust fan and geyser provisions in toilet, water proof bath room doors.

Housiey.com

**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. TRICITY REALTY LLP

Through its Partner

MR. ARJUN REKHI

SIGNED/ SEALED & DELIVERED BY

BY THE WITHIN NAMED ALLOTTEE(S)

MR. _____

(PAN _____)

MRS. _____

(PAN _____)

IN THE PRESENCE OF

1) _____

Address: _____

2) _____

Address: _____

Housiesey.com

RECEIPT

Date	Particular	Amount	Narration
		Rs. 0/-	
		Rs. 0/-	
	Total	Rs. 0/-	

WE SAY RECEIVED,
Ms. TRICITY REALTY LLP

MR. ARJUN REKHI
(Designated Partner/s)

Housiey.com