

Date:

To,
MR./MRS./M/S. _____,
_____,
_____.

Ref.: Reservation of Flat/Shop No. _____ on the _____ Floor, in Building _____, admeasuring about _____ Square meters or thereabouts (Carpet Area) in the Project known as “SHREEJI DIVINE” to be constructed on (1) Survey No. 39, Hissa no.3, (2) Survey No. 38, Hissa no.3/B/4/A, (3) Survey No. 39, Hissa no.4 (Part), (4) (i) Survey No. 39, Hissa no.1, (ii) Survey No. 39, Hissa no. 2, (iii) Survey No. 41, Hissa No. 2, (iv) Survey No. 41, Hissa No. 3, (5) Survey No. 42, Hissa no.3B, (6) Survey No. 42, Hissa no.3C and (7) (i) Survey No. 39, Hissa no.4 (Part) and (ii) Survey No. 40, situate, lying and being at Village Beed, Taluka Panvel, District – Raigad.

1. (1) Shri. Dnyaneshwar Dashrath Patil and Shri. Bhaskar Dashrath Patil, (2) Shri. Bhagwan Budhya Patil and Shri. Pandharinath Budhya Patil, (3) Shri. Machhindar Govind Patil, (4) Shri. Janu Hasha Gharat, Shri.Ramkrushna Hasha Gharat, Shri. Gopinath Hasha Gharat, Smt. Shakuntala Bhagwan Thakur and Smt. Narmada Hasha Gharat Alias Narmada Hanuman Patil, (5) Shri. Raghunath Kaluram Patil, Shri. Shripat Kaluram Patil, (6) Shri. Dattu Gopal Patil, (7) Smt. Ashwini Ashok Madhvi, Shri. Charpat Ram Patil, Shri. Chandrkant Ram Patil, Smt. Subhadra Haridas Joshi and Shri. Gajanan Ram Patil (hereinafter collectively referred to as the said Owners/ Co-Promoters) are well and sufficiently entitled to various properties situate, lying and being at Village Beed, Taluka Panvel, District – Raigad, cumulatively admeasuring _____ Square meters or thereabouts (hereinafter referred to as the **said property**), as the absolute Owners thereof, as per the details herein below:

Sr. No.	Survey No. and Hissa No.	Area in Square meters	Name of the Owners/ Co-Promoters
1.	Survey No. 39, Hissa no.3	2330	Shri. Dnyaneshwar Dashrath Patil and Shri. Bhaskar Dashrath Patil
2.	Survey No. 38, Hissa no.3/B/4/A	4990	Shri. Bhagwan Budhya Patil and Shri. Pandharinath Budhya Patil
3.	Survey No. 39, Hissa no.4 (Part)	3200	Shri. Machhindar Govind Patil
4.	(i) Survey No. 39, Hissa no.1, (ii) Survey No. 39, Hissa no. 2, (iii) Survey No. 41, Hissa No. 2, (iv) Survey No. 41, Hissa No. 3	3680	Shri. Janu Hasha Gharat, Shri.Ramkrushna Hasha Gharat, Shri. Gopinath Hasha Gharat, Smt. Shakuntala Bhagwan Thakur and Smt. Narmada Hasha Gharat Alias Narmada Hanuman Patil

5.	Survey No. 42, Hissa no.3B	2330	Shri. Raghunath Kaluram Patil, Shri. Shripat Kaluram Patil
6.	Survey No. 42, Hissa no.3C	5510	Shri. Dattu Gopal Patil
7.	(i) Survey No. 39, Hissa no.4 (Part), (ii) Survey No. 40, situate	3230	Smt. Ashwini Ashok Madhvi, Shri. Charpat Ram Patil, Shri. Chandrkant Ram Patil, Smt. Subhadra Haridas Joshi and Shri. Gajanan Ram Patil

2. The 7/12 Extracts in respect of the said Property stand in the name of the said Owners/ Co-Promoters respectively.
3. By diverse registered Development Agreements executed between the respective said Owners/ Co-Promoters of the said property and ourselves, we are entitled to develop the said Property by constructing Building/s as per the building plans sanctioned by the concerned authority and subject to terms and conditions of the said Development Agreements with the respective said Owners/ Co-Promoters.
4. As mutually agreed between ourselves and the said Owners/ Co-Promoters, the said Owners/ Co-Promoters have executed an Irrevocable Power of Attorney dated _____ in our favour authorizing us to do such acts, deeds, matters and things as more particularly mentioned in the said Power of Attorney for and on the behalf of the said Owners/ Co-Promoters. The said Power of Attorney is registered with the Sub-Registrar of Assurances at _____ under the serial no. _____ dated _____.
5. As per the terms of the aforesaid Development Agreements, we are entitled to the flats /shops/ premises as specified therein (hereinafter referred to as the “our entitlement”) and likewise the said Owners/ Co-Promoters are also entitled to the flats/ shops/ premises as specified therein with each of them respectively having the rights to alienate or encumber such flats/shops/ premises forming part of their respective entitlement. The flat/shop/premises here under agreed to be sold is from and out of our entitlement and consequently all financial dealings of and pertaining to the Agreement for Sale upto the stage of handing over of possession of the flat/shop/premises shall be done by you exclusively with us.
6. Pursuant to our application/ application of the said Owners/ Co-Promoters, _____ vide its Order dated _____ under reference No. _____ amalgamated the said Property upon such terms and conditions as mentioned therein. The amalgamated property is more particularly described in the First Schedule hereunder written.
7. We, through their Architect _____, having their address at _____, have prepared building plans by utilizing permissible FSI available on the said Property, by proposing to construct a Residential cum Commercial Building on the said Property (hereinafter referred to as the

Comment [SM1]: Is the amalgamated property allotted a new Survey no?
Clients to confirm

said Layout). We have submitted to the **Panvel Municipal Corporation** and other authorities the building plans, specifications and designs for the said Property. The Panvel Municipal Corporation and other authorities has sanctioned the Building plans, specifications and designs submitted by us and granted its Commencement Certificate and Development permission vide its letter dated 03/01/2022 having reference no. PMC/TP/Beed/38/3/B/4/A & other /21-22/16109/01/2022 to initially construct 3 Residential cum Commercial Buildings, whereby Building 1 (Basement + Ground + 1 Upper Floor), Building 2 (Ground + Amenity + 28 Upper Floor) & Building 3 (Basement + Stilt+12 Upper Floor Parking + Amenity) each Building consisting of Ground and 29 upper floors (hereinafter referred to as the said Layout).

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Comment [SM2]: Pl. provide the copy of CC.

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Comment [SM3]: Details of CC taken from Title Certificate of Adv. Gayatri Patel.

8. The said Property is earmarked for the purpose of building a Residential cum Commercial Project comprising of 4 (Four) Residential Buildings, 1 (One) Commercial Building and 1 (One) Building for Car Parking, wherein (A) each Residential Building consists of Ground + 48 Upper Floors, whereby (i) Ground / Stilt Floor is reserved for _____ (ii) _____, (iii) _____ is reserved for _____, (B) Commercial Building consists of Ground + _____ upper Floors and (C) Building for Car Parking consists of Ground + _____ Floors (hereinafter referred to as the said Entire Layout) and the said Buildings shall be known as **“SHREEJI DIVINE”** (hereinafter referred to as the said Buildings/ Project).

Comment [SM4]: Pl. confirm and insert details

9. In the above circumstances, we are entitled to develop the said property by constructing Residential cum Commercial Building/s as per the Building plans sanctioned by the concerned Authority.

10. We have commenced the construction of the Buildings in the said Layout on the said property (hereinafter referred to as the said Layout/Project) and we are desirous of selling premises in the said proposed Project, which is intended to be named as **“SHREEJI DIVINE”** or such name as we may decide. You have agreed to purchase the said premises based on the proposed construction and sale of premises to be carried out by us by utilizing the balance/ proposed FSI that shall be available on the said property and on the understanding that the declared proposed FSI shall belong to us. Your rights are restricted only to the said premises agreed to be purchased.

11. We have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____.

12. You have, prior to execution of this Reservation Letter, satisfied yourself about our title to the said Property and you shall not be entitled to further investigate our title and no requisitions or objections shall be raised on any matter relating thereto.

13 (a) Pursuant to the negotiations we had with you, we have provisionally reserved to you a Flat/Shop being Flat/Shop no. _____ on the _____ Floor, admeasuring _____ Square feet (Carpet Area) equivalent to _____ Square meters or thereabouts in the proposed Complex / Project Known as **“SHREEJI DIVINE”** to be constructed on the said property (hereinafter referred to as the said premises) and the same

is more particularly described in the Second Schedule hereunder written and a Typical Floor Plan depicting the said premises in _____ colour is annexed hereto and marked as **Annexure "A"**, for a total consideration of Rs. _____ /- (Rupees _____ Only). The said premises is forming the part of the said Promoter's entitlement, hence we have full right and absolute authority to sell the said premises to you and as mutually agreed between ourselves and the said Owners/Co-Promoters, the said total consideration shall be paid by you to us as per the Payment Schedule annexed hereto & marked as **ANNEXURE "B"** (Time being essence of the contract)

13 (b) The said total consideration excludes Taxes [consisting of tax paid or payable by us by way of GST or any other similar taxes which may be levied, in connection with the purchase of the said premises and construction of the Project payable by us] payable additionally in accordance with the rules, regulations and notifications applicable at the relevant time upto the date of handing over the possession of the said premises. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by you to us shall be increased/reduced based on such change / modification.

13 (c) We have further represented that as per the sanctioned Building plans, the Panvel Municipal Corporation had sanctioned certain additional areas as permitted under GDCR. The aforesaid additional areas are fused to the said premises.

14. The time for payment is an essence of contract. Whether you are availing the loan facilities from any financial institution or not, you have unconditionally agreed to pay all the above installments due within 7 (Seven) days from the due dates, failing which you shall pay financial charges at such rate as may be permissible in Law, till the payment of the installments. We shall charge the financial charge to you without prejudice to our other rights in law.

15. You shall be liable and responsible to pay all the installments payable for the purchase of the said premises and other charges payable under this Agreement on their respective due dates without committing any delay, default or demur. In case if you have obtained finance/ Loan from any Bank/ NBFC or Money Lenders on the said premises then it shall be your sole and absolute responsibility to ensure that the disbursement of all the installments by the Bank/ Financial Institution/ Money Lender is done within the time frame mentioned in this Reservation Letter. It is mutually agreed between yourself and ourselves that in the event of you committing any delay, default or demur in paying any three installments then and in that event, we shall give 15 days Notice to you to pay all the outstanding amounts together with fresh installments (if the same becomes due and payable). If you fail to pay the entire outstanding amounts to us within the time prescribed under the Act and the Rules, then we shall be entitled to terminate and cancel this Reservation Letter and all legal consequences as per the Act and the Rules shall follow. Subsequent to such termination, we shall deduct 10% of the said total consideration of the said premises, the interest accrued on the defaulted payments and refund the balance amount (if any) to you. The refund by us shall be subject to the repayment of the loan amounts and interest and other charges payable under the terms and conditions of mortgage NOC or any other confirmation given to any Bank, NBFC, Financial Institution in

case of the mortgage of the said premises. In case of such termination after the registration of the Agreement for Sale in respect of the said premises, the Stamp Duty, Registration charges along with all taxes that shall be paid by you under the said Agreement will not be refunded by us. It is further mutually agreed between yourself and ourselves that the part payment of any installment shall be construed to be the default in the payment of the said installment. You hereby agree and confirm to the aforesaid arrangement and agree not to dispute or raise any objection against us or any Order or judgment that shall be passed against you in law.

16. In compliance with the provisions of RERA, the said Owners/Co-Promoters shall sign this Reservation Letter in token of their having accepted the reservation/ sale of the said premises to you on such terms and conditions as mentioned therein.

17. The RESERVATION IS PROVISIONAL and is subject to the payment of each of the aforesaid installments of the said consideration within the stipulated period as mentioned in the Payment Schedule annexed hereto and marked as Annexure "B". This Reservation Letter is valid for a period of 21 days only and before the expiry of this reservation, you shall pay the Stamp Duty on the Agreement for Sale for the said premises that shall be executed and registered under the provisions of Real Estate (Regulation and Development) Act, 2016, the copy of the said Agreement for Sale has been handed over to you. After paying the Stamp Duty on the said Agreement, you shall intimate us about the time and place of the Sub Registrar Office where you intend to get the same registered. You have also agreed to pay the registration charges on the said Agreement for Sale. In case, if you fail to get the said Agreement for Sale executed and registered on or before _____, this reservation shall automatically stand cancelled and terminated and the amount paid by you under this Reservation Letter shall stand forfeited. All the terms and conditions mentioned in the said Agreement for Sale for the said premises shall be final and binding upon you.

18. We shall, under normal conditions, construct the Buildings as per the plan, designs and specifications as seen and approved by you with such variation and modification as we may consider or as may be required by the Panvel Municipal Corporation /any Public or local authority to be made. All such variations and modifications shall be binding upon you.

19. We shall give the possession of the said premises to you after the said Building is ready for use and the Building Completion Certificate or Occupation Certificate shall have been obtained from the Panvel Municipal Corporation or other relevant authority or body or public authority. We shall give possession of the said premises to you on or before _____, subject to Force Majeure and reasons beyond our control.

20. You will use the said premises strictly for the Residential /Commercial purpose. No change of user shall be permitted.

21. You agree that you shall not transfer the benefits of this reservation without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional reservation and on payment of transfer charges as may be decided and fixed by us.

22. 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.
23. You agree not to claim any right, title or interest in the said premises or the said property till the entire consideration amount of the said premises as set out in the Payment Schedule annexed hereto as Annexure “B” and the entire contribution and other payments payable by you are paid in full and you are accepted as the member/s of the Society that shall be formed.
24. We shall have a first lien charges etc., in respect of any amount remaining unpaid under this Reservation Letter.
25. All costs, charges and expenses including Stamp duty, Registration Charges etc., in respect of this reservation shall be borne and paid entirely by you alone.
26. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.

THE FIRST SCHEDULE ABOVE REFERRED TO

(amalgamated property)

All those piece and parcel of amalgamated property bearing Survey No. _____, lying and being at Village Beed, Taluka Panvel, District - Raigad, aggregately admeasuring _____ Square meters or thereabouts and is bounded as follows:

- On or towards the East :
On or towards the North :
On or towards the West :
On or towards the South :

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said premises)

Flat/Shop No. _____ on the _____ Floor in Building _____, admeasuring about _____ Square meters or thereabouts (Carpet Area) in the Project known as “SHREEJI DIVINE” which is to be constructed on the property which is more particularly described in the First Schedule herein above.

FOR RAVECHI LIFESPACES LLP

Designated Partner/s
(PROMOTERS/DEVELOPERS)

(1) SHRI. DNYANESHWAR DASHRATH PATIL

Comment [SM5]: Has the amalgamated property been allotted a new Survey no.? Pl. give details.

(2) SHRI. BHASKAR DASHRATH PATIL
(FIRST CO-PROMOTERS)

(1) SHRI. BHAGWAN BUDHYA PATIL

(2) SHRI. PANDHARINATH BUDHYA PATIL
(SECOND CO-PROMOTERS)

SHRI. MACHHINDAR GOVIND PATIL
(THIRD CO-PROMOTER)

1) SHRI. JANU HASHA GHARAT

2) SHRI.RAMKRUSHNA HASHA GHARAT

3) SHRI. GOPINATH HASHA GHARAT

4) SMT. SHAKUNTALA BHAGWAN THAKUR

5) SMT. NARMADA HASHA GHARAT
ALIAS NARMADA HANUMAN PATIL
(FOURTH CO-PROMOTERS)

1) SHRI. RAGHUNATH KALURAM PATIL

2) SHRI. SHRIPAT KALURAM PATIL
(FIFTH CO-PROMOTERS)

SHRI. DATTU GOPAL PATIL
(SIXTH CO-PROMOTER)

1) SMT. ASHWINI ASHOK MADHVI

2) SHRI. CHARPAT RAM PATIL

3) SHRI. CHANDRKANT RAM

4) SMT. SUBHADRA HARIDASs JOSHI

5) SHRI. GAJANAN RAM PATIL
(SEVENTH CO-PROMOTERS)

I/ We hereby confirm the terms and conditions of this Reservation Letter.

(Allottee/s)

WITNESSES: