

Date: _____

To,

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

_____,

_____.

Ref.: Allotment/ Reservation of Flat/ Shop/ Commercial Unit No. _____ on the _____ Floor, in Wing _____, admeasuring _____ Square meters (Carpet Area) or thereabouts in the Project /Building Known as **"PLATINUM EMPORIUS"** to be constructed on Plot No. 178, Sector- 17, in Village / Site Ulwe of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by admeasurements 3249.5 Square meters or thereabouts.

1. By an Agreement to Lease dated 4th November, 2016 executed between CIDCO Ltd. and 1) Shri. Pandurang Gajanan Deshmukh and 2) Shri. Jaywant Chandrakant Deshmukh (hereinafter collectively referred to as the said Original Licensees), the CIDCO Ltd. granted the said Original Licensees lease in respect of all that pieces and parcel of land known as Plot No. 178, Sector- 17, in Village / Site Ulwe of 12.5% (Erstwhile Gaothan Expansion Scheme) Scheme, containing by admeasurements 3249.5 Square Meters or thereabouts (hereinafter referred to as the said plot) and the same is more particularly described in the First Schedule hereunder written, for the lease premium and on the terms and conditions as contained therein. The said Agreement to Lease is registered with the Sub-Registrar of Assurances at Panvel under Serial No. PVL 2 -12804 - 2016 dated 04-11-2016.

2. Thereafter, by a Tripartite Agreement dated 15-02-2017 executed between the CIDCO Ltd., the said Original Licensees and ourselves i.e. M/S. PLATINUM LIFESPACES and 1) Mr. Bharat Kumar Rambhai Pethani, 2) Mr. Hasmukhbhai Bhimjibhai Ghadia, 3) Mr. Santosh Sitaram Kore and 4) Mr. Sanjay Rajendra Shelke, the CIDCO Ltd. agreed to accept and substitute M/S. PLATINUM LIFESPACES and the said Mr. Bharat Kumar Rambhai Pethani and 3 ors jointly as the New Licensees for the said plot upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. PVL2-1435/2017 dated 15-02-2017 and the CIDCO Ltd.

3. The CIDCO Ltd., vide its letter dated 16-02-2017 bearing reference no. CIDCO /VASAHAT /SATYO /ULWE 362+269B/2017/16181, has substituted ourselves i.e. M/S. PLATINUM LIFESPACES and the said Mr. Bharat Kumar Rambhai Pethani and 3 ors jointly as the New Licensees instead and in place of the said Original Licensees and at the request of the said Original Licensees, the CIDCO Ltd. has transferred the said plot in our favour upon such terms & conditions as mentioned therein.

4. In the above circumstances, we i.e. M/S. PLATINUM LIFESPACES along with the said Mr. Bharat Kumar Rambhai Pethani and 3 ors jointly are the Licensees in respect of the said plot.

5. As per the mutually agreed terms between ourselves i.e. M/S. PLATINUM LIFESPACES and the said Mr. Bharat Kumar Rambhai Pethani and 3 ors, we shall construct and hand over to the said Mr. Bharat Kumar Rambhai Pethani and 3 ors, 36.7% of the total constructed premises on the said plot and retain with ourselves the balance 63.3% of the total constructed premises on the said plot and thus we are entitled to 63.3% of the flats /shops/ premises constructed on the said plot specified therein (hereinafter referred to as "our entitlement") and likewise the said Mr. Bharat Kumar Rambhai Pethani and 3 ors herein are also collectively entitled to 36.7% of the flats/shops/premises/ constructed premises on the said plot specified therein. We and the said Mr. Bharat Kumar Rambhai Pethani and 3 ors shall have full right and authority to alienate or encumber such flats/shops/ premises forming part of our respective entitlement, without having any reference or recourse to each other. The Flat/Shop/Premises hereby agreed to be sold hereby is from and out of the our entitlement and consequently all financial dealings of and pertaining to this Agreement upto the stage of handing over of possession of the Flat/Shop/Premises shall be done by you exclusively with us.

6. As agreed further, the said Mr. Bharat Kumar Rambhai Pethani and 3 ors have authorized us to sell, transfer, assign, dispose off and/ or to do all such acts, deeds, matters and things in respect of the premises comprising our entitlement and appropriate to ourselves all the sales proceeds/ benefits that shall be receivable from such sale/disposal.

7. As per the further mutually agreed terms, we i.e. M/S. PLATINUM LIFESPACES we and the said 1) Mr. Bharat Kumar Rambhai Pethani, 2) Mr. Hasmukhbhai Bhimjibhai Ghadia, 3) Mr. Santosh Sitaram Kore and 4) Mr. Sanjay Rajendra Shelke, have identified and bifurcated the constructed flats/shops/premises/car parking area, coming to our respective shares and shall comply with all the provisions of RERA/GST and all other related Acts, individually and indemnify us and the said Mr. Bharat Kumar Rambhai Pethani and 3 ors from all defaults, non-compliances, actions that may be adopted by any authority in respect of the said flats/shops/premises/car parking area coming to their respective share of each of the party. The monies so received by us and the said 1) Mr. Bharat Kumar Rambhai Pethani, 2) Mr. Hasmukhbhai Bhimjibhai Ghadia, 3) Mr. Santosh Sitaram Kore and 4) Mr. Sanjay Rajendra Shelke shall be deposited in separate Bank account required under RERA for us and each of the said Mr. Bharat Kumar Rambhai Pethani and ors and the respective withdrawal from such Bank account shall be governed by the rules and regulations of RERA for us and the said 1) Mr. Bharat Kumar Rambhai Pethani, 2) Mr. Hasmukhbhai Bhimjibhai Ghadia, 3) Mr. Santosh Sitaram Kore and 4) Mr. Sanjay Rajendra Shelke.

8. We have appointed “**ATUL PATEL ARCHITECTS**”, having its Office at 1209, Land Mark, Sector No. 07, Kharghar, Navi Mumbai, as the Architects and have already got the Building plans sanctioned from the CIDCO Ltd vide Commencement Certificate dated 01-01-2018 having reference no. CIDCO/ BP-15480/TPO (NM&K)/2017/2234 to construct a Residential cum Commercial Complex/ Building/ Complex, comprising of Two Wings, namely Wing A and Wing B, each Wing consisting of Ground and 14 upper Floors.

6. We have also appointed “**M/S. A.G. GOKHALE & ASSOCIATES**” as a RCC Consultant, for carrying out the construction of the Building/s on the said plot.

7. The said plot is earmarked for the purpose of building a Residential cum Commercial Project/ Building comprising of Two Wings, namely Wing A and Wing B, each Wing consisting of Ground + 14 Upper Floors whereby, (i) Ground Floor is reserved partly for Commercial Shops/Units and partly for Covered Car Parking, (ii) First Floor and Second Floor for Covered Car Parking, (iii) Third Floor is partly reserved for External amenities and partly for a Residential Flat and (iv) Fourth Floor onwards till the Fourteenth Floor for Residential Flats and the Project shall be known as “**PLATINUM EMPORIUS**” (hereinafter referred to as the said Building/Project).

8. 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. _____.

9. You have, prior to execution of this Reservation Letter, satisfied yourself about our title to the said Plot described in the First Schedule hereunder written and you shall not be entitled to further investigate our title and no requisitions or objections shall be raised on any matter relating thereto.

10. Pursuant to the negotiations we had with you, we are pleased to reserve for you Flat/ Shop/ Commercial Unit no. _____ on the _____ Floor, in Wing _____, admeasuring about _____ Square meters or thereabouts (Carpet Area) in the Project known as “ **PLATINUM EMPORIUS**” to be constructed on the said plot (hereinafter referred to as the said premises) and the same is more particularly described in the Second Schedule hereunder written, for the total consideration of Rs. _____ /- and on the following terms & conditions.

11. As per mutually agreed between yourself and ourselves, you have agreed to pay to us a total consideration of Rs. _____ /- (Rupees _____ Only), which sum shall be paid by you to us at the time and in the manner as mentioned in the Payment Schedule annexed hereto and marked as **Annexure “A”** (Time being essence of contract).

12. The said total consideration excludes Taxes (consisting of tax paid or payable by us by way of LBT, 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 in accordance with the rules, regulations and notifications applicable at the

relevant time up to the date of handing over the possession of the said premises. The Input Rebate for GST as shall be permissible shall be calculated and the same shall be credited to your Account upon finalization of the total GST impact on the said Project. 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. 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 15 (Fifteen) 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.

14. You shall be liable and responsible to pay all the installments payable for the purchase of the said premises as per the Payment Schedule annexed hereto and other charges payable under this Reservation Letter on their respective due dates without committing any delay, default or demur. In case if you have obtained from any Bank/ NBFC or Money Lenders finance/ Loan 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 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.

15. 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 "A". 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.

16. You have seen the Typical Floor Plan, layout plan and Building plan in respect of the proposed construction to be put up on the said plot. We have informed you and you are aware that in case CIDCO Ltd. allots/grants any additional / global FSI in any form whatsoever, then and in that event, we shall full have right and absolute authority to utilize such additional FSI, TDR or any incremental FSI / building potential in accordance with the Act and Rules of said Real Estate (Regulation and Development) Act, 2016 and further we shall be entitled to utilize, construct, develop and sell / dispose of the premises so constructed by utilizing such additional FSI, TDR or any incremental FSI / building potential in accordance with Act and Rules of said Real Estate (Regulation and Development) Act, 2016, even after the Co-operative Housing Society is formed or Lease Deed / Deed of Assignment for the said Building is executed in favour of such Society. All changes made by us in the proposed revised plan shall be final and binding on you and you shall not object or dispute or challenge our right to utilize such additional FSI on the said plot. While preparing the revised Building plan, we shall endeavor that the area and dimension of the said premises does not undergo any major change.

17. 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 CIDCO Ltd. /any Public or local authority to be made. All such variations and modifications shall be binding upon you.

18. You shall furnish to us all the necessary documents, applications and proofs as shall be required by CIDCO Ltd for the grant of NOC for the sale of the said premises and also pay such charges as the CIDCO Ltd. may levy in respect of the said premises.

19. We shall give the possession of the said premises to you after the said Building/ Wing is ready for use and (i) The Lift License from the Lift Inspector, (ii) Fire NOC from CFO, (iii) Drainage Completion Certificate and (iv) the Building Completion or Occupation Certificate shall have been obtained from CIDCO Ltd. or other relevant authority or body or public authority. We shall give possession of the said premises to you on or before 31-

12-2021, subject to Force Majeure and reasons beyond our control. However we shall be entitled to reasonable extension of time for completing construction of the said premises within the aforesaid period if the same is delayed on account of:

- i. War, Civil Commotion or act of God;
- ii. Any notice order notification of the Government and / or other public or competent authority;
- iii. Civil commotion, agitation by local persons, strike (full or partial).
- iv. Non availability of any vital building material including cement, steel, sand.
- v. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said Plot.
- vi. Any suit, action, litigation, disputes restraining the development of the said plot.
- vii. Any change in any law, notification, and regulation relating to the development of the said project.
- viii. Any delay that may be caused by CIDCO Ltd./ NMMC due to any matter relating to the new Airport or matters relating to Aviation Department and all other related matters.
- ix. And also we shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, Revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by us from time to time.

20. This Reservation is subject to the terms and conditions of the said to Tripartite Agreement dated 15-02-2017 executed between the CIDCO Ltd., the said Original Licensees and ourselves and you have agreed to abide by the same.

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

22. 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.

23. 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.

24. You agree not to claim any right, title or interest in the said premises or the said plot 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.

25. In addition to the agreed consideration, you hereby agree to pay the following expenses and charges on or before the possession or on demand by us:

- a. Transfer Charges.
- b. Proportionate Stamp duty and registration charges for Lease Deed/Deed of Assignment.

- c. Co-operative Society/Condominium of Apartments/Limited Company formation/ registration charges.
- d. Stamp duty and registration charges on Premises. If any additional stamp duty is payable over and above the stamp duty on Premises, then you shall be liable to pay the same.
- e. GST or any other taxes or charges levied by the state or Government authorities.
- f. Any other charges, taxes and expenses levied by the Government authorities.

26. We shall have a first lien charges etc., in respect of any amount remaining unpaid under this Reservation Letter.

27. 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.

28. 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:

(Description of the said plot)

ALL THAT pieces or parcel of land known as Plot No. 178, Sector – 17 in Village/ Site Ulwe of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme, containing by measurement 3249.5 Square meters or thereabouts and bounded as follows

That is to say:

Towards the North by	:	Plot no. 179 and 199
Towards the South by	:	24 meters Wide Road
Towards the East by	:	30 meters Wide Road
Towards the West by	:	Plot no. 177

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the said premises)

Flat/ Shop/Commercial Unit No. _____ on the _____ Floor, in Wing _____, admeasuring _____ Square meters (Carpet area) in the Building/ Project Known as “**PLATINUM EMPORIUS**” to be constructed on Plot No. 178, Sector – 17 in Village/ Site Ulwe of 12.5% (Erstwhile Goathan Expansion Scheme) Scheme, containing by measurement 3249.5 Square meters or thereabouts and which is more particularly described in the First Schedule mentioned hereinabove.

For M/S PLATINUM LIFESPACES

MR. _____

(AUTHORISED PARTNER/S)

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

(Allottee/s)

WITNESSES:

ANNEXURE “A”

PAYMENT SCHEDULE			
SR NO.	PARTICULARS	% OF WORK COMPLETED	AMOUNT
1.	On Booking of the Flat	10%	
2.	On Commencement of Work	10%	
3.	On or before Completion of Plinth	10%	
4.	On or before Completion of 1 st slab	4%	
5.	On or before Completion of 2 nd slab	4%	
6.	On or before Completion of 3 rd slab	4%	
7.	On or before Completion of 4 th slab	4%	
8.	On or before Completion of 5 th slab	4%	
9.	On or before Completion of 6 th slab	4%	
10.	On or before Completion of 7 th slab	3%	
11.	On or before Completion of 8 th slab	3%	
12.	On or before Completion of 9 th slab	3%	
13.	On or before Completion of 10 th slab	3%	
14.	On or before Completion of 11 th slab	3%	
15.	On or before Completion of 12 th slab	3%	
16.	On or before Completion of 13 th slab	3%	
17.	On or before Completion of 14 th slab	3%	
18.	On or before Completion of 15 th slab	3%	
19.	On or before Completion of Brick work	4%	
20.	On or before Completion of Plastering	4%	
21.	On or before Completion of Plumbing/Tiling/Flooring	3%	
22.	On or before Completion of installation of Lifts/Staircase/ Sliding Windows/Painting	3%	
23.	Being The Balance Considering Amount to be paid on a notice that the said flat is ready for use	5%	
	Total	100%	