

Date: \_\_\_\_\_

To,

MR./MRS./M/S. \_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_.

Ref.: Ref: Your Expression of Interest dated \_\_\_\_\_ for Reservation of Flat/Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Square meters or thereabouts in the Building/ Project known as **“ELITE CASA”** to be constructed on **Plot No. 38C admeasuring about 2050.70 sq. Mtrs., lying being and situate at Sector 15, Kharghar, Navi Mumbai**

1. By its application dated 7<sup>th</sup> August 2018 made to CIDCO, we requested CIDCO to grant a lease of a piece or parcel of land vesting in CIDCO as aforesaid and pursuant thereto CIDCO consented to grant to the Us a lease of all that piece and parcel of land bearing Plot No. 38C admeasuring about 2050.70 sq. Mtrs., lying being and situate at Sector 15, Kharghar, Navi Mumbai (hereinafter referred to as **“the said Plot”**) for the purpose of constructing a building or buildings thereon for Commercial cum Residential use
2. By an Agreement to Lease dated 11th July 2019 entered between the CIDCO One Part and us of the Other Part, duly registered with the Sub-Registrar of Assurances, Panvel-2, under Serial No. PVL2-8821-2019 on 11th July 2019, CIDCO has agreed to grant a lease of the said Plot to us for the purpose of constructing thereon a building or buildings for Commercial cum Residential use for the term of 60 years to be computed from the date of the aforesaid Agreement to Lease and for the premium, rent and terms and conditions contained therein.
3. In the above circumstances, we are the New Licensees in respect of the said Plot, and we are entitled to develop the said plot on the terms and conditions set out in the said Agreement to Lease dated 11th July 2019.
4. We through our Architects, ‘SOUYUZ TALIB ARCHITECTS PVT. LTD.’, having its Office at Navi Mumbai, have prepared and submitted to the CIDCO Ltd. and other authorities the building plans, specifications and designs for the said plot by initially utilizing part permissible FSI, by proposing to construct Residential Building on the said plot. The CIDCO Ltd. Has sanctioned the building plans, specifications and designs submitted by the Promoters and granted its Development permission and Commencement Certificate, dated 25th October 2019, bearing Reference No. CIDCOBP-17102/TPO(NM & K)/2019/5868, CIDCO has inter alia permitted the Promoters to develop the said Plot by constructing thereon a building consisting of

ground plus 18 (eighteen only ) on the said Plot upon the terms and conditions contained therein. A copy of Commencement Certificate dated 25th October 2019, bearing Reference No. CIDCOBP-17102/TPO (NM & K)/2019/5868 and corrigendum dated 31.12.19, bearing Ref No- CIDCO/BP-17102/TPO(NM)/2019/1422 is annexed hereto and marked as Annexure "A"

5. We have also appointed "Associated Structural Consultants LLP "as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s and have entered into standard agreement with the Architect for preparing plans of the said Building/s.
6. The said plot is earmarked for building a Residential-cum-Commercial Project/Building consisting of Ground+ 18 upper floors whereby (i) Ground Floor has shops/commercial spaces , (ii) 2nd & 3rd Floor are podium for Covered/ Stilt Parking Only (iii) 3rd Floor is Podium level for External Amenities and (iv ) 4th Floor onwards for Residential Flat/Shops and the Project shall be known as "ELITE CASA" (hereinafter referred to as the said Building/ Project).
7. We have registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on \_\_\_\_\_ under registration no. \_\_\_\_\_.
8. 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.
9. Pursuant to the receipt of the captioned expression of interest from you wherein you have stated that you have perused the approved Plans, title search report of said land, title certificate, title documents, revenue records, development permissions and other documents evidencing the approval of project by competent authority, and also perused the RERA portal along with registration certificate bearing no \_\_\_\_\_ under RERA. You have also perused the Architect's Certificate certifying the area of units and draft "Agreement for sale" terms of which have been confirmed by you. After detailed discussion and negotiation you have requested us reserve for you Flat/Shop /Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Square Feet (Carpet Area) equivalent to \_\_\_\_\_ Square meters (Carpet area) in the proposed Building/ Project Known as "**ELITE CASA**" 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. A Typical Floor Plan depicting the said premises in \_\_\_\_\_ is annexed hereto and marked as **Annexure "A"**.

10. We have provisionally reserved for you the said premises being Flat/Shop being Flat/Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Square feet (Carpet Area) equivalent to \_\_\_\_\_ Square meters or thereabouts in the Building / Project known as “**ELITE CASA**” to be constructed on the said Plot for 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 “B”** (Time being essence of contract).
11. The said total consideration excludes Taxes (consisting of tax paid or payable by us by way GST ,stamp duty ,registration charges, or any other similar taxes local ,state or central taxes which may be levied, covered /stilt Car parking charges and other charges as mentioned below, 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. 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;
12. 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.
13. 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 two 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, brokerage, legal fee 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.

14. 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 30 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.

15. 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.

16. 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.
17. 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.
18. 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 corporation 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. 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 corporation 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./ Municipal corporation 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.
19. This Reservation is subject to the terms and conditions of the said to Agreement to Lease dated 11th July 2019 executed between the CIDCO Ltd., and us and you have agreed to abide by the same.

20. You will use the said premises strictly for the Residential/Commercial purpose as mentioned in Commencement Certificate / Final Occupation certificate granted by CIDCO/Municipal corporation. 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 safeguarding the interest in the said Project.
23. 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.
24. 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:
  - i. Legal and document charges at the time of execution of this Agreement. @ \_\_\_\_\_ /-
  - ii. Valuation Report. @ \_\_\_\_\_ /-
  - iii. Development Charges/Transfer Charges/Infrastructure Development Charges /PSIDC charges payable to CIDCO Ltd / PMC.
  - iv. All proportionate expenses related to transfer charges and/lease deed agreement payable to CIDCO /government authority. The charges payable to CIDCO/Government authorities shall be determined only upon the date of occurrence.
  - v. Stilt /Covered, Stack/mechanical car parking charges.
  - vi. Car parking, gym, society office & all podium's maintenance charges.
  - vii. Sinking fund for the society/building @ \_\_\_\_\_ /-.
  - viii. Proportionate Stamp duty and Registration charges for Lease Deed/Deed of Assignment.
  - ix. Water and Drainage connection deposit and meter charges or any other charges imposed by the CIDCO Ltd. or other Government authority.
  - x. Electricity connection, meter deposit, MSEDCL service charges or any other electricity service provider charges, cable charges and transformer.
  - xi. Co-operative Society/Condominium of Apartments/Limited Company formation/ registration charges. @ \_\_\_\_\_ /-
  - xii. Proportionate/Individual Property Tax or any Municipal taxes, taxes or charges CIDCO/PMC from the date of Agreement to Lease in favour of the Promoters.

- xiii. 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.
  - xiv. GST or any other taxes or charges levied by the state or Government authorities.
  - xv. Any other charges, taxes and expenses levied by the Government authorities.
25. We shall have a first lien charges etc., in respect of any amount remaining unpaid under this Reservation Letter.
26. 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.
27. You shall use the units strictly for the purpose for which it is allotted. No change of user will be permitted except by the competent authority. You agree that you will not transfer/ assign the benefits of this reservation without our previous written consent. Any transfer/ assignment without our written permission will be void – ab – initio.
28. It is also agreed and understood that this reservation will stand overridden by executed and registered "Agreement for sale" in respect of said unit.
29. In case you require a site visit, prior written permission from the undersigned is necessary. We will not be responsible for any accident / mishap /casualty that may happen on site either to you or to any of your family members or friends.
30. 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 piece and parcel of land bearing Plot No. 38C lying being and situate at Sector 15, Kharghar, Navi Mumbai, Taluka Panvel, District-Raigad admeasuring about 2050.70 sq. Mtrs., and bounded as follows that is to say: -

On or towards the North by:	15 MTR. WIDE ROAD
On or towards the South by:	PLOT NO. 38
On or towards the East by:	PLOT NO. 38 A
On or towards the West by:	15 MTR WIDE ROAD

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of the said premises)

Flat/Shop No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_  
Square meters (Carpet area) in the Building/ Project Known as “**ELITE CASA**” to be  
constructed on Plot No. 38C lying being and situate at Sector 15, Kharghar, Navi Mumbai  
admeasuring about 2050.70 sq. Mtrs. or thereabouts and which is more particularly  
described in the First Schedule mentioned hereinabove.

**FOR NATHDWARA DEVELOPERS (P) LTD.**

(Director/s)

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

Allottee \_\_\_\_\_  
(NAME & SIGN)

WITNESSES: \_\_\_\_\_  
(NAME & SIGN)



**PAYMENT SCHEDULE: (“ANNEXURE - B”)**

The said consideration of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_ Only) shall be paid by the Purchaser/s to the Promoter as per the following scheduled manner: -

	AGREEMENT VALUE	Payment Plan	
1	Earnest Money/ Booking Amt	20%	
2	On Commencement of plinth	10%	
3	On Completion of Plinth	10%	
4	On Commencement of 2nd Slab	10%	
5	On Commencement of 4th Slab	5%	
6	" " 7th Slab	5%	
7	" " 10th Slab	5%	
8	" " 13th Slab	5%	
9	" " 16th Slab	5%	
10	" " 18th Slab	5%	
11	On Commencement of Brickworks	5%	
12	On Commencement of External Plastering works	5%	
13	On Commencement of External Painting works	5%	
14	On Commencement of Electrical & Plumbing works	3%	
15	Before Possession	2%	
	TOTAL	100%	