

Date: _____

To,

_____,
_____,
_____,
_____,
_____.

Sir/Madam,

Re: Your offer to purchase Apartment No. _____ on the _____ floor admeasuring _____ sq. mtrs (carpet area) of Wing “_____” in the project “_____” to be constructed on Plot No. A, Survey No.67, Hissa No.3(part), CTS No. 364/B + 365/2, 364/B + 365/2/1 to 8 in the Revenue Village of Malad Taluka, Borivili, Greater Mumbai, S. V. Road, Kandivali (West), Mumbai 400 067 (“the said Property”).

1. Valera Co-operative Housing Society Ltd., the Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing registration No.BOM/HSG-5922 dated 30th August, 1979 (“the Society”) is absolutely seized and possessed of or otherwise well and sufficiently entitled to as the Owner of the said Property.
2. By a Deed of Assignment-cum-Modification dated 20th June, 2017, executed by and between M/s. Three Star Developers Pvt. Ltd., therein referred to as the Assignor of the First Part, the Society herein therein also referred to as the Society of the Second Part, Mrs. Balalaxmi Mulshankar Dwivedi and others therein referred to as the Members of the Society of the Third Part and ourselves therein referred to as the Assignee of the Fourth Part, the Assignor therein with the confirmation of the Society and the Members of the Society have assigned and transferred in our favour all right, title, interest, obligations and benefits of the Assignor therein under the Development Agreement dated 29th March, 2014 as modified by the Deed of Assignment-cum-Modification for carrying out redevelopment of the said Property for the consideration and on the terms and conditions more particularly set out therein. The said Deed of Assignment-cum-Modification is registered with the Sub-Registrar of Assurances under Serial No.BRL-2-6917-2017;
3. Pursuant to the above, we have obtained IOD of 0 FSI from MCGM under No.CHE/WS/II/3188/R/S/337(NEW) and Commencement Certificate dated 20th

June, 2018 upto plinth level. The building known as 'Valera Apartment' then standing on the said Property is demolished.

4. You have, after perusing and verifying the facts and particulars as to the title of the Society and ourselves in respect of the said Property as also the sanctioned permissions available on the website of Maharashtra Real Estate Regulatory Authority, approached us for allotment of Flat in the said Project known as _____ viz. Flat No. _____ on the _____ Floor, admeasuring _____ sq. mtrs. RERA carpet area with _____ car parking space.

5. We have, subject to the acceptance of the conditions mentioned in this letter by you, agreed to reserve a residential premises being Apartment bearing No. _____ (2/3 /BHK) on _____ floor admeasuring _____ sq. mtrs carpet area in Wing " _____ " (hereinafter referred to as "the said Apartment") in the building to be known as " _____ " to be constructed on the said property at or for the lump sum consideration of Rs. _____/- (Rupees _____ Only). We have tentatively earmarked the said Apartment in your favour. We have also reserved mechanical covered car parking space for price of Rs. _____/- (Rupees _____ Only),

6. We hereby reserve the said Apartment and covered car parking space for an aggregate consideration of Rs _____/- (Rupees _____ Only) for you and shall sell it to you under the Agreement for Sale of Apartment to be executed in your favour against the payment of the agreed consideration amount to be paid in the manner herein stated.

7. You has/have paid a sum of Rs. _____/- (Rupees _____ Only) as earnest amount (____ of the total consideration) and hereby agree to pay to us the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-
 - a. Rs. _____/- (Rupees _____ Only), further amount on or before execution of the Agreement for Sale;

- b. Rs. _____/- (Rupees _____ only) on or before casting the Plinth.
- c. Rs. _____/- (Rupees _____ only) on or before casting the 1st Slab.
- d. Rs. _____/- (Rupees _____ only) on or before casting the 2nd Slab.
- e. Rs. _____/- (Rupees _____ only) on or before casting the 3rd Slab.
- f. Rs. _____/- (Rupees _____ only) on or before casting the 4th Slab.
- g. Rs. _____/- (Rupees _____ only) on or before casting the 5th Slab.
- h. Rs. _____/- (Rupees _____ only) on or before casting the 6th Slab.
- i. Rs. _____/- (Rupees _____ only) on or before casting the 7th Slab.
- j. Rs. _____/- (Rupees _____ only) on or before casting the 8th Slab.
- k. Rs. _____/- (Rupees _____ only) on or before casting the 9th Slab.
- l. Rs. _____/- (Rupees _____ only) on or before casting the 10th Slab.
- m. Rs. _____/- (Rupees _____ only) on or before casting the 11th Slab.

- n. Rs. _____/- (Rupees _____
_____ only) on or before casting the 12th Slab.
- o. Rs. _____/- (Rupees _____
_____ only) on or before casting the 13th Slab.
- p. Rs. _____/- (Rupees _____
_____ only) on or before casting the 14th Slab.
- q. Rs. _____/- (Rupees _____
_____ only) on or before casting the 15th Slab.
- r. Rs. _____/- (Rupees _____
_____ only) on or before casting the 16th Slab.
- s. Rs. _____/- (Rupees _____
_____ only) on or before casting the 17th Slab.
- t. Rs. _____/- (Rupees _____
_____ only) on or before casting the 18th Slab.
- u. Rs. _____/- (Rupees _____
_____ Only) on or before completion of the external Brick
Masonry Work of the said Apartment;
- v. Rs. _____/- (Rupees _____
_____ only) on or before completion of the external Plumbing of
the said Apartment.
- w. Rs. _____/- (Rupees _____
_____ only) on or before completion of the Tiling/Flooring work of
the said Apartment.

x. Rs. _____/- (Rupees _____ only) being the balance consideration amount to be paid on a notice issued by us to you that the said Apartment is ready for use.

All payments required to be made under this Agreement shall be by Account Payee Cheques/ Pay Orders/ Demand Drafts/RTGS/NEFT in favour of M/s. _____. All receipts issued shall be subject to realization of the same.

Time shall be the essence for payment of each and every installment's

8. In the event of delay in the payment of any of the said installments payable on their respective due dates we shall send a Notice of Reminder, giving you 7 days grace period to make the due payment. Further, if you fail to make the payment beyond the grace period of 7 days, we shall be entitled to terminate this reservation and forfeit the earnest money paid by you and refund the balance amount without interest and against such refund you shall have no claim against us in respect of the said Apartment. However, all due payments shall bear interest@ ____ p.a. from the date of default till the date of payment thereof; however, the same shall be without prejudice to our right of termination.
9. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to raise additional floors/ buildings /Wings by availing full FSI/TDR permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed to you and for locations of buildings/Wing(s) without in any manner broadly affecting the internal layout of the said Apartment agreed to be reserved to you herein and shall have the right to change, alter and amend the layout, plans, designs, elevation etc. of _____project without any intimation and obtaining your consent for the same and you shall not have any objections in this regard, Accordingly you hereby accept and confirm that any kind of increase or decrease in the area of the said Apartment or shift in the position of the said apartment , if arises, due to amendment in the plan etc. then the same shall be acceptable to you unconditionally before the execution of formal agreement for sale under the provisions of the real estate (regulation & development) act, 2016, however in case of variation of the area, the value of the said apartment shall be proportionately adjusted. In the event you are not agreeable for the terms and conditions as aforesaid then this reservation letter shall stand terminated and/ or

cancelled. You shall be refunded the amount paid by within a period of 30 days without interest.

10. You have been further informed by us that the detailed terms and conditions shall be incorporated in the Agreement for Sale which shall be executed between us in due course of time. The copy of printed Agreement for Sale shall be handed over to you for the purpose of your approval and payment of stamp duty. You have agreed to bear and pay the Stamp Duty and Registration charges and any other charges and taxes that may be levied.
11. It shall be mandatory and binding on you to return this letter duly cancelled issued by us on executing the agreement for sale.
12. Commencing a week after notice in writing is given offering possession of the said Apartment, you will be liable to pay all outgoings, taxes, water charges, electric charges, security deposit, cess, maintenance charges, development charges, administrative expenses, payment of service line charge of Reliance Energy/BEST or any other Electricity Supplying Agency, legal charges in respect thereof irrespective of whether possession of the said Apartment has been taken or not by you. Before taking possession of the said Apartment, you shall keep deposited with us various deposits/amounts and GST and any other taxes that may be levied/charged (if applicable) by the State and/or Central Government or any other competent authority in respect of this transaction including Agreements executed with you in respect of the said Apartment.
13. You have perused this letter and have understood the terms and conditions prior to subscribing your signature in confirmation thereof, which shall be construed and deemed as irrevocable consent given by you.

Yours truly,

For M/S. KAMPA PROJECTS LLP.

Partner

I/We confirm the above,
