

Date:

To,  
Allottee

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/ Madam,

**Ref:** (i) Your request letter dated \_\_\_\_\_ for Reservation of Unit no.\_\_\_\_\_, RERA carpet area of \_\_\_\_\_ sq. meters admeasuring (the "**Unit**") with additional area of \_\_\_\_\_ sq. meters (Gross usable area = \_\_\_\_\_sq. meters) on \_\_\_\_\_ floor of Building \_\_\_\_ in a project known as "**Regents Park Kharghar**" to be developed on pieces and parcels of land bearing (i) Survey no. 15 Hissa no. 5 admeasuring 330 sq. mtrs, (ii) Survey no. 15 Hissa no. 8 admeasuring 1010 sq. mtrs, (iii) Survey no. 14 Hissa no. 5B admeasuring 1231 sq. mtrs, (iv) Survey no. 13 Hissa no. 1 admeasuring 228 sq. mtrs, (v) Survey no. 14 Hissa no. 6 admeasuring 500 sq. mtrs and (vi) Survey no. 15 Hissa no. 6 admeasuring 4600 sq. mtrs all together admeasuring 7969 sq. meters (the "**Land**") situated at village Rohinjan, Taluka Panvel, District Raigad.

1. We are in receipt of the captioned letter from you wherein you have stated that you have perused the RERA portal, the approved Plans, title search report of said Land, title certificate, title documents, revenue records, development permissions, future development plan and other documents evidencing the approval of project by competent authority, registration certificate bearing no. \_\_\_\_\_ under RERA and Architect's Certificate certifying the area of unit, and draft "Agreement for Sale" terms of which have been accepted by you in toto. After detailed discussion and negotiation you have requested us to reserve for you Unit no.\_\_\_\_\_ admeasuring RERA carpet area of

\_\_\_\_\_ sq. (the "**Unit**") meters on\_\_\_\_ floor with additional area of \_\_\_\_\_ sq. meters (Gross usable area of \_\_\_\_\_ sq. meters) in Building \_\_\_\_ of project titled as "\_\_\_\_\_" against a consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to be paid as per the specific payment schedule offered by you (the "**Consideration**").

2. You have perused and inspected a letter dated 09<sup>th</sup> October, 2020 bearing reference no. 2020/PMC/TP/BP/9233/2020 the Panvel Municipal Council ("**PMC**") granted permission to use said Land for residential and commercial use on terms and conditions mentioned therein.
3. You have perused and inspected the 'Amended Development Permission' letter dated 27<sup>th</sup> August, 2021 bearing no. PMC/TP/Rohinjan/13/1,14/5B&others/21-21/16026/1769/2021 issued by PMC, wherein PMC has sanctioned layout plan/building plan to be constructed on said Land. Accordingly as per the development permission granted by PMC, we are entitled to construct two residential buildings being Building A and Building B of Ground + 23 upper floors and one commercial building of Ground + 1 upper floor (the "**Project**") on said Land.
4. Further on said Land we have represented to you that, we have proposed to construct additional 13 floors on residential buildings being Building A & Building B thereby taking the Building A & B to 36 floors and further construct a separate Building C of Ground + 36 upper floors having total built up area of 18,610.75 sq. meters (the "**Future Development**"). The additional 13 floors will consist of two additional podiums thereby taking podium parking floors from 3<sup>rd</sup> floor to 5<sup>th</sup> floor. The 6<sup>th</sup> floor will have landscaped amenities instead of the 4<sup>th</sup> floor and the balance 10 floors will be added to the residential floors above the sanctioned 23<sup>rd</sup> floor. You have perused and inspected the said Future Development layout plan. We have informed you and you are aware that we will be applying for revised Development permission and further amended commencement certificate to the competent authorities for utilizing TDR and/ or any such

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premium FSI that maybe available in lieu of TDR the sanction of such Future Development as and when the DCR of the PMC /UDCPR, 2020 permits such revision. The said Project together with the proposed Future Development will constitute the whole project named as "**Regents Park Kharghar**" to be referred as the said "**Entire Project**".

5. You have stated that considering the said Unit can be reserved at competitive pricing with facility of deferred payments based on stage of completion, you would be interested in reserving the Unit at the present stage instead of buying a "lock and key" flat by making down payment of the entire consideration at a significantly higher price. Accordingly, you are agreeable to bear the project risk in return of lower pricing and facility of deferred payment.
6. You further undertake and assure to us that you shall not raise any objection or seek either any cost, interest, compensation by whatever name called or seek cancellation of the agreement on the basis of revision of the sanctioned plan as disclosed above.
7. Now upon your above request and after considering the payment schedule offered by you we are pleased to reserve for you the said Unit, for said Consideration upon the following further preliminary terms & conditions.
8. The consideration for the Unit as agreed by you shall be paid in the following manner, time being essence of contract:

Payment Schedule

Sr. No.	Particulars	Percent	Amount in Rs.
1.	EMD at the time of booking		
2.	Upon execution of Agreement		
3.	Completion of Plinth		

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4.	On completion of 1 <sup>st</sup> & ____ Slab		
5.	On completion of ____ & ____ Slab		
6.	On completion of 7 <sup>th</sup> Slab		
7.			
8.			
9.			
10.	On completion of Walls, Internal Plaster, floorings, doors & windows		
11.	On completion of Sanitary fittings, staircases, lift wells, lobbies		
12.	On completion of External plumbing, external plaster, elevation, terraces		
13.	On completion of lifts, water pumps, electrical fittings, paving, etc.		
14.	On Possession upon receipt of Occupancy Certificate		
	Total	100%	

Apart from the above, you shall also pay GST as per prevalent rates and rules and regulations (the "**Statutory Taxes**") and Stamp duty and Registration charges as applicable and Rs. \_\_\_\_\_/- on account of legal and documentation charges (the "**Processing Charges**"). Statutory charges and procedural charges shall be paid by you within 30 days from the date of this letter.

9. You shall pay any statutory taxes, any additional rate of statutory taxes, GST,

additional stamp duty and additional registration charges on Consideration as may be applicable from time to time.

10. You shall obtain a mutually approved draft copy of the "Agreement for Sale" from our office and shall take immediate steps to get the same duly stamped under the Stamp Act and registered under the Registration Act, 1908. We undertake to make ourselves available through authorized representatives for the purpose of registration at the notice of fifteen (15) days from you. We shall not be liable under any law for any delay, laches and / or negligence shown by you in presenting the "Agreement for Sale" for execution and registration before the competent authority.
11. We are entitled at our discretion to terminate this reservation in the event of you committing default in payment on due date of any amount due and payable by you to us under this reservation (including your proportionate share of taxes levied by competent authority and other outgoings) and on you committing breach of any of the terms and conditions herein contained.
12. Upon termination of this reservation, we shall deduct cancellation charges of a sum of Rs. \_\_\_\_\_/- (Rupees in words \_\_\_\_\_Only) from the booking amount received.
13. Upon termination of this reservation/Agreement for Sale and registration of the cancellation deed under the Registration Act, 1908, we shall refund you the installments of sale price of the Unit as per the terms mentioned in the said agreement. We are not liable to refund the taxes and other statutory charges collected from you till the date of termination of the agreement.
14. We shall at our discretion, be entitled to charge to you simple interest at the rate of SBI highest marginal cost + 2%, on all the amounts which become due and payable by you under the terms of this agreement from the date the said amount

is payable till the date the amount is actually paid. However, such entitlement of interest shall not be deemed to be a waiver of our right to terminate the agreement as per the provisions of the agreement.

15. We will allow the Possession of the said Unit to you only after receiving the entire amount of Consideration, all other receivables and after necessary documentary compliance from your side.
16. You shall use the Unit 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 and without first making full payment of Consideration. Any transfer/ assignment without our written permission will be *void – ab – initio*.
17. 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 Entire Project.
18. In case you require a site visit, prior written permission from the undersigned is necessary. We will not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.
19. In respect of any amount remaining unpaid under this Reservation including taxes on consideration, we will have a first lien and charge on the said Unit.
20. Nothing in this letter will be deemed as demise of any right, title and interest in the said Unit or the property. This reservation merely entitles you to enter into an "Agreement for Sale" at a future date upon payment of agreed Consideration as per the payment schedule mentioned herein above.
21. It is also agreed and understood that this reservation letter will stand overridden by executed and registered "Agreement for sale" in respect of said Unit.

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For

**Shri\_\_\_\_\_**  
**Partner of M/s Metro Satyam Developers**

We hereby confirm the terms and conditions of this letter.

(Shri/Smt \_\_\_\_\_ ) PAN No. \_\_\_\_\_  
ALLOTTEE Aadhar No. \_\_\_\_\_

WITNESSES

(1) \_\_\_\_\_

(2) \_\_\_\_\_

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**RECEIPT**

RECEIVED with thanks of and from the within named Shri/ Smt \_\_\_\_\_ (PAN \_\_\_\_\_, Aadhar No. \_\_\_\_\_) prospective Allottee of Unit no. \_\_\_\_ on floor \_\_\_\_\_ in Building \_\_\_\_ of the project \_\_\_\_\_ situated at village- Pen, Taluka- Pen, District- Raigad a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ - only) through Cheque No. \_\_\_\_\_, drawn on \_\_\_\_\_ bank dated \_\_\_\_\_ towards reservation amount and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ - only) through Cheque No. \_\_\_\_\_, drawn on \_\_\_\_\_ bank dated \_\_\_\_\_.

The Receipt is subject to Realization of Cheques

For

**Shri** \_\_\_\_\_  
Partner of M/s. Metro Satyam Developers

Authorized Partner