

BOOKING LETTER**()**

To

_____ ,

_____ ,

Date : / /

Re: Offer of Provisional Booking of the Unit No. ____ on the ____ **Floor** together with one Servant Qtr in Building Block No. ____ and Right to Park ____ () **Open/Covered Car(s)/ Multi level independent** at 'ETERNITY PHASE-1' .

Dear Sir/ Madam,

We are pleased to inform you that with reference to your Expression of Interest (EOI) Form dated _____ we are pleased to offer you for provisional booking/allotment Flat No _____, on ____ Floor of Block No ____ having Carpet Area / Saleable area ____ Sq.Ft. **together with** a Servant's Quarter having a Carpet Area/ Saleable area of ____ Sq.Ft aggregating to an aggregate Carpet Area/Chargeable Area admeasuring ____ Sq.Ft. together with **Open/covered** Terrace area measuring ____ Sq.Ft and **Open/Covered Balcony** area admeasuring ____ Sq.Ft which are appurtenant to net usable area of flat, working out to a **Built-Up area** of _____ sq. ft **together with** the pro-rata share in the common parts and facilities in the Block working out to a **Super Built-up area** of ____ Sq. ft. **together with** Right to Park ____ () **Car(s)** in the Open/Covered/Multilevel Independent CP also **together with** the right of entrance, exit and/or right of way in the Complex Common Parts (hereinafter referred to as the **APARTMENT**) at "ETERNITY" , has been provisionally allotted in your favour on the basis of your EOI No. _____ dated _____ and on your depositing the application money of Rs. _____/-. The Plan of the Floor showing the allotted Unit marked in RED border is annexed hereto. The Car Park open/covered **Dependent/Independent** will be identified on the date of possession

The price of the said Apartment is Rs. _____/- (Rupees _____) only as per the following details:

A. Table-1

Sl. No.	Price Constituents	Amount (In Rs.)
1	UNIT COST	
2	CLUB/USAGE RIGHTS	
3	Generator Charges	
4	Height Escalation Charges	
5	INCIDENTAL CHARGES	
6	Legal Charges	
7	Transformer and Electricity Expenses	
	Total [Summation of all Extra Charges except Maintenance Deposit]	
	GST on Unit & Parking	
	GST on Extra Charges	
	GRAND TOTAL	

The benefits arising out of implementation of GST Act and Rules in the form of Input Tax Credit or otherwise is already considered while determining the Final Purchase Consideration and the Allottee shall not claim, demand or dispute in regard thereto.

The price of the said Apartment payable as per the Table provided below:-
We will send Demand Notices for each installment and the Allottee will have to pay within 15 days from the date of such notice.

B Table-2

(PRICE)

The price of the said Apartment Rs_____/- payable as per the Table provided below:-

Instalment payable	DUE ON	% of Total Consideration	Tentative completion
On EOI (Application)	On Application	Rs.1,00,000 +GST	
Booking Amount	Within 15 days from application	10% of total price (Less Application money) +GST	
On Agreement	On Sale Agreement	10% of total price + GST	
1 st Instalment	On start of piling/foundation	10% of total price + GST	
2 nd Instalment	On Start of Ground floor	7.5 % of total price + GST	
3 rd Instalment	On 2 nd Floor slab	7.5 % of total price	

	casting	+ GST	
4 th Instalment	On 4 th floor slab casting	7.5 % of total price + GST	
5 th Instalment	On 6 th floor slab casting	7.5 % of total price + GST	
6 th Instalment	On 8 th floor slab casting	7.5 % of total price + GST	
7 th Instalment	On 10 th floor slab casting	7.5 % of total price + GST	
8 th Instalment	On start of brick work of the unit	5 % of total price + GST	
9 th Instalment	On start of plaster of unit	5 % of total price + GST	
10 th Instalment	On start of flooring	5 % of total price + GST	
Final Instalment	On possession	<u>10% of total price</u> +GST	
TOTAL PRICE			<u>Rs.</u>

Timely payment is the essence of the Allotment.

NOTE- GST as applicable is payable with payments.

If Provisional Booking Letter issued by Promoter is accepted by Applicant and Booking amount of 10% paid by cheque after 30 days, interest @SBI PLR +2% will be applicable on booking amount and also on the payment due as per payment schedule (for the construction milestones already reached) for the delay beyond 30 days. No interest waiver will be given.

Additionally, the following Extra Charges and Deposits as stated will also become payable within 15 days of the demand notice being made:

C- Table-3

FACILITIES		
A	EXTRA CHANGES	
1.	Club Membership	Rs.80,000/-(2BHK); Rs.1,00,000/-(3 BHK) and

		Rs.1,10,000/- (4 BHK) which is payable along with the Unit cost according to the Payment Schedule.
2.	Generator & Transformer Charges	Rs 45/- per sq.ft and Transferor Charges Rs.65/- per Sq.Ft. of SBU which is payable along with the Unit cost according to the Payment Schedule .
3.	Legal Fees	Rs.15,000/- + GST which is payable 50% on Booking and 50% on Conveyance.
4.	Incidental Charges	Rs.15,000/- +GST which is payable 50% on Booking and 50% on Final Instalment + GST.
5	Association Formation	Rs.10,000+ GST
B	DEPOSITS	
5.	Electricity Deposit	Meter Deposit at actual
6.	Maintenance Deposit	Equivalent to 3 years' Maintenance at the time of possession(24 months' adjustable and 12 months' Deposit) Currently estimated @ Rs.3 per sq.ft. on SBU area . Final CAM rate will be based on estimate of the Promoter at the time of giving possession .

At the time of registration if Market Value is more than agreement value additional Stamp Duty as per the valuation to be paid at the time of registration.

(1) 0.8 (Zero Decimal Eight) KVA power back-up will be provided for 2 (Two) Bed Room Flats and 1 (One) KVA Power back-up will be provided for 3 (Three) Bed Room Flats and 1.2 (One Decimal Two) KVA Power Back-Up will be provided for 4(Four) Bedroom Flats.

(2) The above Items will be paid by the Allottee within 15 days of demand:

GST as applicable and any other Tax or Taxes as may be applicable from time to time shall also be payable by the Allottee.

(3) Extra Charges will also be applicable for 50% of the terrace area.

The payments are to be made by means of Pay Order/Demand Draft/Account Payee local Cheque drawn in favour of "SRIJAN RESIDENCY LLP A/C " and drawn on

any Bank in Kolkata and shall be deposited with or sent by registered post to any of the following offices:

- 1) SRJIAN RESIDENCY LLP, Corporate Office at Srijan House, 36/1A Elgin Road, Kolkata -700 020;
- 2) Project Site Office at MADHYAMGRAM Kolkata – 700129_____,

The Allottee before accepting this Provisional Booking Offer is made aware of the following facts and shall at all times be bound by the terms, conditions of sale as provided hereunder.

1. The Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring approx 242 COTTAH for making one big Housing Complex more fully described in Part-I of SCHEDULE –A bordered in COLOR ___BLUE___ in a Plan annexed hereto
2. The First Phase/Project of the Housing Complex will be developed on land measuring 3.08 Acres more or less out of the Said Entire Housing Complex.
3. The Second Phase/Project of the Housing Complex will be developed on land measuring 0.91 Acres more or less out of the Said Entire Housing Complex.
4. The Owners and the Promoter have decided to develop the 1st Phase/Project of the said entire Housing Complex.
5. The said phase is earmarked for the purpose of building a residential Project, comprising 5 multistoried building blocks and the said projects shall be known as ETERNITY – PHASE-I (project) alongwith other Phases/Projects of the entire complex;
6. It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 242 cottahs or 3.99 acres more or less will consist of residential Units, club, banquets, sporting and/or leisure facilities, fitness centre and entertainment facilities, etc as may be permitted under the law(s). Other phases will be defined by Promoter time to time and the Housing Complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBHIRA.
7. The Owners and the Promoter have further decided that the aggregate FAR sanctioned for the entire Housing Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the sanctioned FAR from phase to phase without

exceeding the total sanctioned FAR for the entire Housing Complex including future phases.

8. The entire housing complex will consist of several independent segments, viz (i) Residential Units (ii) Club, which may be changed and varied as per the decision of Promoter. The independent segments are only indicative and may be modified and varied at the option of the Promoter and in the manner prescribed in the Act without changing this phase/project as per the Agreement.
9. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of each phase of the entire complex by separate bills towards maintenance of common pathways, basic infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area for which notice of possession has been issued by the builder for and including all the phases and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession) in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases.
10. The copy of the proposed layout plan and the proposed building /phase/wing plan showing proposed development as disclosed by the Developer in his registration before the WBHIRA Authority and further disclosures in the Websites as mandated by the Promoter have been annexed hereto
11. The clear block plan showing the Project (phase/wing) which is intended to be constructed and to be sold in this said Phase/Project (project/wing) which is clearly demarcated and marked.
12. The Allottee is made aware that the occupants of apartments in other phases of the Project including future phases shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually.

13. **Commercial Segment / Phase-** shall be the non-residential portion of the Complex meant for and to be utilized for commercial purposes only which may inter-alia have provision for : Daily convenience Store etc . However, it shall be the sole discretion of the Builder/Promoter to allot number of stores for various purposes for Value or consideration to be received only by Builder/ Promoter.
14. It is agreed by the Allottee that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of First Phase/Project. Provided that the Promoter may make such minor changes, additions or alterations due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and the common facilities after proper declaration and intimation to the Allottee , the Promoter will be allowed to do such change and for that the Allottee hereby gives his consent.
15. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Housing Project with further future extensions.
16. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 42923 Square meters only and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion.

Subject to the terms that the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any variation / alteration / modification in this phase except rise in the floors , that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

17. The Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.
18. After handing over possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective the promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Housing Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee.

The Promoter will hand over possession of the Apartment to the Allottee and also the Common facilities on the committed date which is on,with a grace period of six months (**Completion date**).

19. A 'CLUB' shall be set up as part of the entire Housing Complex comprising of this phase and all the other phases including future phases, the location whereof may be changed by the Promoter who will also have the right to modify the location of the amenities and facilities at the Said Club . The Promoter will have the right to hand over the club to the mother Association at the end of the Project or the entire Complex. The facilities of the Club would be such as be decided by Promoter the tentative description whereof is as given in the brochure and the location of the Club may be varied by the Promoter if required at the time of implementation but the facilities committed will not be curtailed. The Allottees and/or their nominee/s shall automatically be entitled to become member of the Club. The Club will be run professionally and all members will be required to abide by the rules and regulations which will be framed by Promoter. The club will be operational on or before before possession of Building Blocks which will be given in phases .The membership and the right to use the club facilities shall always be subject to payment of charges and observance of regulations.

20. The allottees of the Complex are required to pay one-time non-refundable Admission Fee/Charges and also monthly subscription charges for maintenance. Maintenance of Club and Monthly subscription charges and other facilities which are common to the entire complex will be proportionately paid by the Allottees from the date the Club and other facilities becomes operational either in full or in part as the case may be . Allottees of every phase will be entitled to use the Club as and when they get possession (three months from Notice of Possession). Club Maintenance and other facilities Charges will be borne proportionately by all the Allottees who will get possession phase by phase till the entire Project is handed over to the apex body i.e. monthly club charges will be calculated on the basis of the following formula:

$$\frac{\text{Total Club and other facilities Expenses}}{\text{Total Sq.Ft of all the Allottees who have got possession}}$$

- 21. Club Recreation Facilities :** The Club shall have the recreational facilities like Air-conditioned Home Theatre; Banquet Hall, Children's Play area; Youth Corner , In Changing Room and Shower; Medium sized swimming pool, Baby pool and Jacuzzi; Health Club having well equipped gym and yoga; ,Guest room, Indoor game facilities. These facilities may be changed by the Promoter if required at the time of implementation. The said Club will also be for the use of the various Unit / Allottees and/or any person occupying through the respective Unit Owner /Lessee subject to getting membership and also subject to charges for use of Club facilities and such terms and conditions and rules and regulations to be formulated in that regard by the Builder and also subject to making payment of the charges and monthly subscription charges which may be levied and/or imposed by the Promoter from time to time.

22. RESERVED RIGHTS OF THE PROMOTER:

Since the entire Housing Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.

The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by allottees of the adjoining phase/project.

The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which

now are or may hereafter during the term be in through under or over the Premises and/or Building/Block.

The Promoter its successors and assigns are hereby permitted, at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

A copy of this letter duly signed by you on each page as a token of acceptance of this Provisional Booking Letter.

This allotment /Booking offer is provisional and subject to:-

a)Your strict compliance of the terms and conditions of the Sale Agreement to be executed. As per EOI you were required to visit the Project Web-Site and read the Agreement for Sale available therein. For your convenience, we had already mailed a soft copy of the Agreement on_____ and we have also sent a completely filled-up hard copy ready for execution to you. You are required to sign the Agreement and submit the same alongwith the Booking Amount of 10% to enable us to set a date for registration of the same.

b)Your executing and/or submitting necessary documents as may be required before delivery of the possession of the unit and the car parking space, if any.

Please note that this Provisional Booking letter shall not be treated as an agreement for sale or transfer.

Your Customer's Identification Number (CIN) is _____.

Please quote your CIN number and the Unit No booked in your favour, in all your future correspondence.

We will appreciate if you kindly send the acceptance of booking offer together with the signed Agreement alongwith the Booking Amount of 10%.

This offer letter of booking of the aforesaid Apartment is being sent to you in duplicate. Please retain one copy with you and sign and return the other copy as a token of your acceptance alongwith the signed Agreement.

Please note this Provisional Booking Letter will remain valid for 30 days within which time our standard format of the Agreement for Sale must be read and executed by you and sent alongwith Confirmation of their Booking Letter and 10% Booking amount. After confirmation of this booking within 15 days you need to register the Agreement for Sale failing which this Provisional Booking will automatically stand cancelled and 10% of the total consideration paid on Booking will stand forfeited.

If Provisional Booking Letter is not confirmed by you and/or also the agreement for sale is not executed by you and both are not sent to us within 30 days , the entire Application Money paid will be forfeited and we will be free to deal for that Unit with others.

SCHEDULE -A

(THE ENTIRE HOUSING COMPLEX)

ALL THAT the piece and parcel of land containing an area of 399.3 decimal but on actual physical measurement 399.3 decimal equivalent of 242 Kottahs(more or less) or 174240 sq.ft. situate lying at Mouzas UDAYRAJPUR , JL No.43 being Municipal Premises No. 81/5 Jessore Road, under P.S:BARASAT, MADHYAMGRAM Municipality, Ward No.5, Kolkata – _____, District NORTH 24 PARGANAS in the following Dag Nos. as per Plan annexed hereto as per ANNEX-A and externally bordered in GREEN.

SI No	R.S.Dag No	L.R.Dag No	Total Area in Dag in Decimal	AREA IN ENTIRE HOUSING COMPLEX IN DECIMAL
1		2415	82	2
2		2437	52	27.71
3		2438	34	34
4		2439	39	39
5		2440	50	50
6		2441	107	102.59
7		2442	21	21
8		2443	17	17
9		2444	8	8
10		2445	10	10
11		2446	6	6
12		2447	50	50

13		2448	15	15
14		2449	17	17
			TOTAL	399.3

Thanking you,
Yours faithfully,
FOR SRIJAN RESIDENCY LLP

Authorised Signatory
(PROMOTER)

I/We Confirm and accept the allotment/Booking as stated above:

Signature of Sole/First Allottee)

Place:

Date: