

BOOKING LETTER

SWAPNO PURON – Phase II Amtala

To

Date : / /

Re: Offer of Provisional Booking of the Unit No. ____
on the ____ **Floor** in Building Block No. ____ and Right to
Park ____ (____) **Open/Covered** **Car(s)/Multi** **level**
independent/dependent/ 2 - wheeler parking at 'Swapno
Puron' Amtala Phase II, Mouza - Amtala, (Sunny Park Complex),
J.L. No. 73, under Block - Bishnupur II, Police Station -
Bishnupur, District - South 24 Parganas, under Chandi Gram
Panchayet, West Bengal, Pin Code - 743503.

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 _____ 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** Pro-rata share in the common parts and facilities in the Block/Phase working out to a Super Built up area of _____ sqft together with exclusive right to usage of **Open/covered Terrace/Private garden** area measuring _____ Sq.Ft together with Right to Park _____(____) two wheeler(s) _____/_____ **Car(s)** in the Open/Covered/ Independent /dependent Car Parking 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 "_____" , has been provisionally allotted in your favour on the basis of your EOI No. _____ dated _____and upon your depositing the application money of Rs. _____/-. The Plan of the Floor showing the allotted Unit marked in RED border is annexed hereto and marked as **Annexure-A**. The Car Park **Dependent/Independent** will be identified around the date of possession

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

Table -1

Sl. No.	Price Constituents	Amount (In Rs.)
1	Unit Cost	
2	Preferential Location Charges	
3.	Car Parking and/or Two Wheeler Parking	
4	CLUB Usage Charges	
5	Generator Charges	
6	Window grill charges	
7	INCIDENTAL CHARGES	
8	Legal Charges	
9	Transformer and Electricity Expenses (Adhoc)	
	Total [Except Maintenance Deposit and Formation of Association]	
	GST on Unit & Parking	
	GST on Extra Charges	

GRAND TOTAL

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.

Table-2

On Expression of Interest	Rs. 25,000/-+ GST
On Booking Letter (Less: Expressions of Interest amount)	10% + GST
On Agreement	10 % + GST
On Construction progress of foundation	10% + GST
On completion of Ground Floor Roof Slab Casting	10%+ GST
On completion of First Floor Roof Slab Casting	10%%+ GST
On completion of Second Floor Roof Slab Casting	10%%+ GST
On completion of Third Floor Roof Slab Casting	10%%+ GST
On Flooring of the Flat	10%+ GST
On Plastering of the flat	10% +GST
On Completion & Possession of the Unit	10% + GST

Timely payment is the essence of the Allotment.

NOTE- GST as applicable is payable with payments.

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

Table-3

<u>FACILITIES</u>		
I. <u>EXTRA CHARGES</u>		
1.	Generator	Rs.35/- per sq.ft on Built up area
2.	Transformer & Electricity Expenses	Rs.50/- per Sq.Ft on Built Up area . Any Extra Cost incurred by the Promoter at the time of execution shall be charged proportionately on actual basis.
3.	Legal Charges	Rs.15/- per sq ft on Built Up area
4.	Window Grill Charges	Rs.10/- per Sq.Ft on Built Up area
5.	Club	Rs.1,00,000/- Rs.75,000/- Rs. 50,000/- for 3/2/1 BHK / BK respectively.
6.	Stamp Duty and Registration Fee	At applicable rate on the Agreement value or Market Value (whichever is higher) as per the valuation at the time of registration
7.	Incidental Charges	Rs.15,000/- which is payable 50% on agreement and 50% on Conveyance
8.	Association Formation	Rs.5,000/- at the time of possession
9.	Maintenance Charges	Tentatively Rs.1/- per Sq.Ft

		Built Up Area or actual to be decided at the time of possession
II. DEPOSITS		
1.	Electricity Deposit	At actuals payable to WBSEDCL
2.	Maintenance Deposit	<p>(i) A sum calculated Rs.1/- per sq.ft on Built up area per month equivalent to 1 year or at any other rate based on the estimate of the Builder to be decided by the Builder at the time of giving possession for a period of 1 year shall be deposited by the Allottee without any interest.</p> <p>(ii) Out of the amount so deposited, a sum being equivalent of 6 Months' deposit shall be adjusted against Maintenance charges and the balance kept deposited with the Builder and only of Maintenance to Association the said Deposit shall be handed over to the Association without any interest.</p>

- (1) 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.
- (2) 0.37 KVA (for 1BK & 1BHK)/0.63KVA (for 2 BHK)/0.93 (for 3BHK) power back-up will be provided.

(3) 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.

(4) The payments are to be made by means of Pay Order/Demand Draft/Account Payee local Cheque drawn in favour of "SRIJAN STAR REALTY LLP

A/C PAYEE" and drawn on any Bank in Kolkata and shall be deposited with or sent by registered post to any of the following offices:

- i. **Administrative office** at Srijan Star Realty LLP, 3A Townsend road, Kolkata – 7000025
- ii. **Project Site Office** at Swapno Puron Amtala _____

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 10.54 Acres for making one big Housing Complex bordered in color Red in a Plan annexed hereto and marked **Annex-B**.
2. The Owners have also executed agreements for purchase of scattered land measuring 245.5 decimals and in the process of purchasing further land measuring 1092 decimals aggregating in all to 1337.5 decimals which is adjacent to Housing Complex for FUTURE PHASES and also demarcated in the same Plan bordered in color Red and the same is annexed hereto.
3. The **First** Phase/Project of the Housing Complex is now being offered on Land measuring **2.83 Acres(First Phase) and the Second & Third Phases will be offered on Land measuring 2.08acres(Second Phase) ; .96 Acres (Third Phase)** more or less and also demarcated in the Plan Bordered in Color **Red** in the same Plan annexed hereto and marked as **Annexure-C**.

4. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phases as defined herein and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.
5. There is 7.01 Meter demarcated road/passage and services as shown in the plan annexed hereto provided by the Promoter and running along such passage will keep on extending with extension of the passage which will provide a Common access for all future phases and also for Club and common amenities and also to future development of the Promoter. This Road/Passage will always remain the exclusive property of the Developer / Land Lord but all phases including future development of the Developer will utilize this passage as demarcated in the same Plan in Color Grey annexed hereto .
6. The said phase is earmarked for the purpose of building a residential Project, comprising 10 (First Phase)/11 (Second Phase) ; Three (Third Phase) multistoried apartment buildings and the said projects shall be known as **SWAPNO PURON** – PHASE-I /PHASE-II/ PHASE-III (project) alongwith other Phases/Projects of the entire complex.
7. It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 10.54 acres more or less will consist of residential Units, sporting and/or leisure facilities, 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.
8. 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. This Project 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.

- 10.** 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 which is as and when made available for the benefit, use and enjoyment of the Allottees of each phase of the entire complex including those parts which are under construction 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, 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.
- 11.** The copy of the proposed layout plan and the proposed building /phase/wing plan showing future proposed development as disclosed by the Developer in his registration before the WBHIRA Authority and further disclosures in the Websites.
- 12.** 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 Annex-A .
- 13.** 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.
- 14.** It is agreed by the Allottee that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of Second 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 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.
17. 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 of the **Second Phase** which is on 31.12.2022 with a grace period of Six months **(Completion date)**
18. (i) Promoter proposes to set up at its own cost a proprietary club (CLUB) at the Complex which will be owned by Promoter and to be known by such name as may be so decided by Promoter.

(ii) The building of the Club and the equipment etc. provided therein will be the property of Promoter. The right of the user and enjoyment

however, shall be restricted only to those persons who shall become the members of the Club without any voting rights.

(iii) The membership of the club will be offered to the public but shall be by invitation only. The allottees of the Units in 'Complex' will be eligible to apply for the membership of the club. However acceptance of the any person/ allottees of 'Complex' as member of the club shall be solely at the discretion of Promoter.

(iv) If an Allottee becomes a member, cancellation of membership is not permissible. Transfer of membership will however be allowed if he sells his Apartment to any other Transferee.

(v) The club operation and management will be done by Promoter or its representative or by any professional body as may be thought appropriate by Promoter. This professional body could also be a division, associate or company of the Promoter Group. If any Allottee becomes a member of the Club and In the event any Allottee leases or rents out his/her/its Apartment Unit , it will be mandatory of such Allottee to notify the Club/ Maintenance In Charge of such leasing/renting. The Allottee will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Allottee and the Lessee/Tenant both cannot be a member of the club simultaneously.

(vi) The membership of the Club shall be in the name of resident individuals. If the allottee/ any other person is a body corporate, it will be required to nominate the occupier of the allotted Unit/user of the Club, who for all purposes, will be treated as the member of the club. The membership will entitle entry and usage of the club to the member. The member's spouse and dependant children below the age of 18 years shall also be included to use the club on such terms and conditions as may be deemed fit by Promoter.

(vii) The membership of the club will be for a period of 30 years only and may be renewed after 30 years on such terms and conditions and upon payment of such further admission fees or other charges as may be so decided by Promoter. The Promoter will also be entitled to bill the members on actuals on the monthly charges. This 30 years period will be deemed to have commenced on & from the date of commencement of operations of the Club. The type of members may comprise of life members, patron members, day members, ordinary members, complex resident members, youth members and short term members etc. the detailed definition of each of this will be provided at

the time of framing of the rules and regulations of the club on commencement of the club operations. The management of the club will decide the terms and conditions of each type of membership and also determine the admission fees and annual subscription.

(viii) The allottees of the Complex, accepted by Promoter, to become member, are required to pay one time non-refundable Admission Fee and also monthly subscription charges for maintenance and entitled to apply for membership shall be as per the details given below:-

	Membership	Payable
	Per opted	
Admission Fee(non-refundable)	A. 1,00,000/- for 3 BHK B. Rs.75,000/- for 2BHK C. Rs. 50,000/- For 1BHK/1BK	As per Schedule of Payment
Monthly subscription per membership	Total Yearly Expenses divided by No of members divide by 12	
Maximum Person eligible for membership	6 Persons	

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.
- 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 confirm the acceptance of booking offer.

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.

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 along with 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 money 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.

Thanking you,
Yours faithfully,

FOR _____(PROMOTER)

Authorised Signatory

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

Signature of Sole/First Allottee)

Place:

Date: