

BOOKING LETTER

Date: / /

To

Re: Offer of Provisional Booking of the Office Space/ Commercial Space at -----
-- Office Space/ Commercial Space Project at 29A, Sir Hariram Goenka Street, P.S. Posta, Kolkata-700007.

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 **Office Space/ Commercial Space No.....** having Carpet Area / Saleable area __ Sq.Ft. corresponding to Built-up area of ___ square feet and pro rata share in the common areas(User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under Clause M of Sec 2 of the Act which includes (which includes Car Parking Area) admeasuring ___ Sq.Ft appertaining to the Unit, together with the right of entrance, exit and/or right of way in the Complex Common Parts (hereinafter referred to as the **Office Space/ Commercial Space**) of the Building Complex named ----- under construction at the captioned land having **premises No.29A, Sir Hariram Goenka Street, P.S. Posta, Kolkata-700007 under the Kolkata Municipal Corporation under Ward No.23, Borough No.IV**, together with the right of entrance, exit and/or right of way in the Complex Common Parts (hereinafter referred to as the **Office Space/ Commercial Space** at

"____", 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 **Office Space/ Commercial Space** demarcated in the Block Plan showing the allotted Unit is annexed hereto and marked **ANNEX-B**.

The price of the said **Office Space/ Commercial Space** Rs...../- is _____) only as per the following details:

Sl. No.	Price Constituents	Amount (In Rs.)
1	Unit Cost	
2	Club /Usage Rights	
3	Generator & Transformer Charges	
4	Legal Charges	
5	Incidental charges	
	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 **Office Space/ Commercial Space 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.

PAYMENT TERMS

Process of Payment		Tentative Dates of Completion
On EOI	1 Lakh+GST	
On Booking letter(Less EOI)	10%+GST	
On Agreement	10%+GST	
On Completion of Ground floor slab casting of said Office Space/ Commercial Space	10%(+)GST	
On Completion of 1 st floor slab casting of said Office Space/ Commercial Space	10%(+)GST	
On Completion of Roof casting of said Office Space/ Commercial Space	10%(+)GST	

On Completion of Brickwork of said Office Space/ Commercial Space	15%(+)GST	
On Completion of Flooring of said Office Space/ Commercial Space	15%(+)GST	
On Completion of Finishing work of said Office Space/ Commercial Space	10%(+)GST	
On or before possession	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:

FACILITIES		
A	EXTRA CHARGES	
1.		

2.	Generator & Transformer Charges	Rs...../- which is payable along with the Unit cost according to the Payment Schedule above.
3.	Legal Fees	Rs...../- which is payable 50% on Agreement and 50% on Conveyance.
4.	Incidental Charges	Rs...../- which is payable 50% on Agreement and 50% on Conveyance.
B	DEPOSITS	
5.	Electricity Deposit	Meter Deposit at actual
6.	Maintenance Deposit	Equivalent to 2 years' Maintenance at the time of possession(12 months' adjustable and 12 months' Deposit) Currently estimated @ Rs.1.50 per

sq.ft. on BU area . Final CAM rate will be based on estimate of the Promoter at the time of giving possession .

- (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) 0.75 (Zero Decimal Seven five KW power back-up will be provided/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.

The payments are to be made by means of Pay Order/Demand Draft/Account Payee local Cheque drawn in favour of "-----
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) Corporate Office at -----;
- 2) Project Site Office at -----;

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. By virtue of Deed of Conveyance dated 8th day of January, 1937 registered at the office of the Registrar of Assurances Calcutta and recorded in Book No.I, Volume No.23, pages: 21 to 27 being No.53 for the year 1937 **Goenka Properties Ltd.** became the absolute Owner of premises No.385, Upper Chitpur Road, Calcutta now known as **237A, Rabindra Sarani** measuring an area of **5 cottah 1 chittack 31 sq.ft.** more or less togetherwith brick built

structure standing thereon and premises No.29, Banstolla Street now known as 29A, Sir Hariram Goenka Street, measuring an area of **4 cottah 13 chittack 42 sq.ft.** more or less togetherwith brick built structure standing thereon totaling to **9 cottah 15 chittack 28 sq.ft.** more or less under the Kolkata Municipal Corporation under Ward No.23, Borough No.IV. However, on survey total area of the aforesaid two premises has been found to be **9 cottah 15 chittack 02 sq.ft.** more or less, hereinafter referred to as the **“SAID PROPERTY”** as morefully and particularly described in the **FIRST SCHEDULE** hereunder written ;

2. On 18th November, 2014 the Registrar of Companies Kolkata issued a certificate of incorporation pursuant to change name certifying that on and from 18th November, 2014 **Goenka Properties Ltd.** known as **VIGNESH PROPERTIES PVT. LTD.** ;

8. **The Owners and the Promoter have entered into a joint development agreement dated ----- registered in the Office of -----in Book No. I, Volume No.-----, Pages -----Being No.-----for the year -----;**

9. By a **Power Of Attorney** dated _____ executed by the **Owner of the One Part and the Promoter of the other Part and registered in the office of the -----,** the Owners granted development powers to the Promoter to undertake the development in terms of the said **Development Agreement.**

10. The Allottees of **Office Space/ Commercial Space** will be entitled to have right of ingress to and egress from and through all the common passages and pathways and shall be entitled to the use of common

entrance and also the facilities and amenities irrespective of their location for the beneficial use of the Owner of the **Office Space/ Commercial Space**.

12. It is presently envisaged that now the entire **Building** Complex will be developed. Besides the **Office Space/ Commercial Space** there will also be ----- etc. as may be permitted under the law(s). Other phases will be defined by Promoter time to time and the **Office Space/ Commercial Space** will be constructed in the building will be treated as a distinct Project as per WBHRA.

13. The allottees of the **Office Space/ Commercial Space** within the Complex shall own in common with other allottees, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.

14. Besides the Common Areas, the Promoter shall earmark certain areas as 'Limited Common Areas' / 'Reserved Areas' shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in the Front yard and back yard appertaining to the **Office Space/ Commercial Space** or a demarcated area on the Roof of the Unit or Building Block or a terrace on upper floors to any Allottee(s) of the said Unit plus the Reserved Areas such as Car Parking Areas, exclusive right of use of garden space attached to **Office Space/ Commercial Space**, demarcated area of terrace appurtenant to a particular **Office Space/ Commercial Space** ; the roof of the overhead

water tank, open terrace of any **Office Space/ Commercial Space**; the elevation and exterior of the Block; storage areas, any community or commercial facility which is not meant for common use; such other open or covered spaces which is hereafter expressed or intended not to be common portion and the rights thereto which will also be described in details in the Agreement.

15. The Owner and the Promoter have further decided that the aggregate FAR sanctioned for the entire BUILDING Complex need not be uniformly utilized and the Promoter may vary the utilization of the sanctioned FAR without exceeding the total sanctioned FAR.

17. All The Facilities and Amenities will be mutually shared by all the allottees and The Amenities may not be made available initially upon completion of the entire Complex all the Facilities and Amenities will be made available

18. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession will be required to pay the Common Expenses pertaining to their own **Office Space/ Commercial Space** 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 all phases of the entire complex towards maintenance of common pathways, which is hereafter expressed or intended not to be common portion and the rights thereto which will also be described in details in the Agreement.

19. **Kolkata Municipal Corporation** has sanctioned the Building Plan No..... dated to develop this project.

20. The promoter has obtained the final layout plan approvals for various parts of this project from Sanctioning Authority. The promoter agrees and undertakes it shall not make any changes to layout plans except in strict compliance with section 14 of the Act and other laws as applicable. If the plan sanctioned by Sanctioning Authority is required to be modified and/or amended due to any change in law and/or statutory requirement in such event the Building Plan of the Allottee should not change to a major extent and also all the common facilities should be available to the Allottee ultimately for which the Promoter may change the location.
21. The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his application / registration before WBHIRA Authority and further to be disclosed on the web-site as mandated by the Promoter. The Promoter will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan and/or as per further future land to be purchased in due course and also add to the entire project and also future phases as described herein.
22. The clear **Office Space/ Commercial Space** showing the Project which is intended to be constructed and to be sold in this said Project which is clearly demarcated and marked Annex B.
23. The Allottee is made aware that the occupants of the other **Office Space/ Commercial Space** in the Complex shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually, which are meant or allowed by the Promoter for use and enjoyment by such other third parties who shall be entitled to enjoy all such common amenities and facilities and services

of the Project which are so intended by the Promoter for use of the occupants as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).

24. The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities is as given in Schedule-B hereunder. No substantial or significant changes will be done. Since the entire **Office Space/ Commercial Space** Will be developed project-wise/phase-wise the description and location of the Common areas /amenities pertaining to the entire Complex may change but so far as this phase is concerned no change will take place and facilities will not be curtailed and will be timely delivered .

25.The Allottee agrees and understands that All the standard fitting, interiors furniture, kitchenette and fixtures and dimension provided in the show/model **Office Space/ Commercial Space** exhibited at the site only provides a representative idea and the actual **Office Space/ Commercial Space** agreed to be constructed may not include the fittings and fixtures of the model unit and even if such fittings and fixtures are provided they may vary as to make , colour, shade, shape and appearance from the ones provided in the model unit and the Allottee shall not put any claim for such variation. The Promoter shall ensure that only approved specifications mentioned in Schedule-C hereunder.

26. 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 Project with further future extensions.

27. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is**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 **Office Space/ Commercial Space** based on the proposed construction and sale of **Office Space/ Commercial Space** 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 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 major variation / alteration / modification.

28 Besides the Additional FAR/FSI as stated above the Promoter may also extend the Project in contiguous land in future which the Promoter may acquire and obtain development permission including for re-development project and thereupon may also obtain phase-wise approvals from the relevant competent authorities to sanctioned plans under applicable laws, rules and regulations wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewerage, underground reservoir, pumps, club, gym,

community hall, playgrounds and other amenities shall all be part of a common integrated development and some amenities and facilities may for the sake of convenience be relocated on such extended area, and the Allottee shall not have any objection to it and further, the Allottee(s) hereby give consent to the Promoter that the Promoter shall have full right, title, interest to use and utilize the additional FSI/FAR in respect of the land which may be made available even after the Deed of Conveyance of the **Office Space/ Commercial Space** has been executed the Allottee(s) or any member of the Association shall not raise any objection of whatsoever nature for the same. The extra FSI/FAR sanctioned may necessitate some changes and/or modifications.

29. After obtaining possession, the **Office Space/ Commercial Space** shall cooperate with other **Office Space/ Commercial Space** and the Promoter in the management and maintenance of the said new building.

30. To use the said **Office Space/ Commercial Space** for **commercial** purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.

31. The total price for the (**Office Space/ Commercial Space**) based on the carpet area which includes cost of **Office Space/ Commercial Space**, cost of exclusive balcony or verandah area, cost of front yard, back yard, exclusive open terrace areas, proportionate cost of common area, taxes, maintenance charges, breakup and description is more fully described in Schedule - D.

32. The **Office Space/ Commercial Space** along with open parking T if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Project is an independent, self-contained

Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land and for the purpose of integration of infrastructure and facilities for the benefit of the Allottees like Club House etc. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available for use and enjoyment of the Allottees of the entire Row House Complex with further & future extensions.

33. Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI, the Promoter will be entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned sanctioning authorities. However the Promoter can use the FAR only in other phases ..Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

34. After receiving the amended Plan, the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of First Phase/Project and specifications and the nature of fixtures, fittings and amenities, described herein in Schedule C (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the **Office Space/ Commercial Space** without the previous written consent of the Allottee as per the provision of the Act. Provided that the Promoter may make such minor changes, additions or alterations as may be required as per the

provisions of the Act 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 materially affect the Unit in particular but shifting and altering the location of the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Allottee, the Promoter will be allowed to change and for that the Allottee gives his consent. Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the Promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall be deemed to be granted.

35 . 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.

36. The Promoter will hand over possession of the **Office Space/ Commercial Space** to the Allottee and also the Common facilities on the committed date of which is on ____ with a grace period of six months **(Completion date)**

37. After obtaining possession, the Apartment Owners shall cooperate with other Apartment/Unit Owners and the Promoter in the management and maintenance of the said new building.

41. To observe and strictly abide by the Rules, Regulations .Restrictions and User Rules Fire safety Rules, Maintenance Rules framed from time to time by the Promoter and upon the formation of the Association by such Association for proper management of the Row House/Bungalow Complex. The covenants agreed herein to the Promoter shall mean and include towards Association also. A detailed list of such rules will be provided in the Agreement for Sale.

42. The Allotee are notified that the set format of the Agreement for sale shall not be amendable under any circumstances.

43. Promoter will not entertain any request for any Internal / External change in the Layout. The Allotee is however can do the changes of its own after getting the possession with prior permission from the concern authority.

44. RESERVED RIGHTS OF THE PROMOTER:

Since the entire Office Space/ Commercial Space 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 Allotees 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 **Office Space/ Commercial Space**. The Promoter its successors and assigns are hereby permitted , at their own expense to construct further **Office Space/ Commercial Space** 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 **Office Space/ Commercial Space**.

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

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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 Row House Bungalow 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 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:

Schedule I

Schedule II

(THE COMMON AREA/COMMON PARTS & FACILITIES)

(Common Parts . Portions and Amenities)

- 1. The Common Portions are at 3 (three) levels, which are :**
 - 1.1 LEVEL: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:**
Applies to present phase and all the other phases both future and past
 - 1.1.1 Sewerage treatment Plant / Septic Tank
 - 1.1.2 Common generators, its installation and its allied accessories , lighting of the common areas, pumps and common utilities.
 - 1.1.3 Electric Sub-Station
 - 1.1.4 Garbage Disposal area
 - 1.1.5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
 - 1.1.6 Drains and sewers from the premises to the Municipal Duct /STP.
 - 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.

- 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.9. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.10. Transformer electrical wiring meters and fittings and fixtures for lighting common areas.
- 1.1.11 Management/Maintenance Office
- 1.1.12. Round the Clock Security arrangements with CCTV and intercom
- 1.1.13. Main entrance Gate
- 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.15. 24Hrs water supply
- 1.1.16. Rain water harvesting may be created by Promoter at its sole option.
- 1.1.17. Dedicated communication system for telephone
- 1.1.18. The water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.19. Durwans Room
- 1.1.20. Cable connection/ Cable TV System