

Date:

PROVISIONAL BOOKING LETTER

To

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Dear Sir/Madam

Re: Provisional booking of flat / office / shop bearing No. \_\_\_\_\_ on the \_\_\_\_\_ habitable floor in Wing \_\_\_\_\_ of admeasuring \_\_\_\_\_ sq. mtrs. Carpet area on ("said flat") in the proposed Project **"UNIQUE CORNER"** at Survey no 69 Hissa no 12 & 13, Village Manikpur, Survey no. 197 Hissa no B, Village Chulne, Bhabola Chulne Road, Next to Suyog Nagar, Near Rajhans Kshitij, Stella, Vasai west, Taluka Vasai, District Palghar, Pin code 401202 within the limits of Vasai-Virar Shahar Mahanagarpalika and within the Registration Sub-district of Thane ("the said Flat")

On your request, we have agreed to provisionally book the said Flat/Shop in your favour, for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ("Sale Price"). We acknowledge receipt of Rs. \_\_\_\_\_/- (Rupees. \_\_\_\_\_ only) ("Booking Amount") towards the booking of said Flat/Shop. The Sale Price excludes the other charges and outgoings as may be specified under these presents.

- 1) As agreed between us, the balance consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) shall be payable by you to us in the following manner:

Stages of Construction	Percentage	Amount in Rupees
On Booking	9.9%	Rs. _____/-
On Registration of Agreement	10.1%	Rs. _____/-
On Completion of Plinth	10%	Rs. _____/-
On Completion of 1st Slab	2%	Rs. _____/-
On Completion of 2nd Slab	3%	Rs. _____/-
On Completion of 3rd Slab	3%	Rs. _____/-
On Completion of 4th Slab	3%	Rs. _____/-
On Completion of 5th Slab	3%	Rs. _____/-
On Completion of 6th Slab	3%	Rs. _____/-
On Completion of 7th Slab	3%	Rs. _____/-
On Completion of 8th Slab	3%	Rs. _____/-
On Completion of 9th Slab	3%	Rs. _____/-
On Completion of 10th Slab	3%	Rs. _____/-
On Completion of 11th Slab	3%	Rs. _____/-
On Completion of Wall (Blockwork)	4%	Rs. _____/-
On Completion of Internal Plaster	4%	Rs. _____/-
On Completion of External Plaster	4%	Rs. _____/-

On Completion of Flooring	3%	Rs. _____/-
On Completion of Terrace Waterproofing	3%	Rs. _____/-
On Completion of Door fitting	3%	Rs. _____/-
On Completion of Windows fitting	3%	Rs. _____/-
On Completion of External Plumbing	3%	Rs. _____/-
On Completion of Internal Plumbing	3%	Rs. _____/-
On Completion of Electricals Fittings	3%	Rs. _____/-
On Possession	5%	Rs. _____/-
Total		Rs. _____/-

- 2) The said Flat/Shop has attached balcony/ies, aggregately admeasuring \_\_\_\_\_ square meters. The Promoter has agreed to permit the Allottee/s, the right to exclusive but limited right to use \_\_\_\_\_ square meters usable area adjacent to the said Flat/Shop.
- 3) At your request, we shall permit you exclusive right to use \_\_\_\_\_ car parking space in the building. It is clarified that location of the Car Parking shall be identified by us at their sole and absolute discretion at the time of offering possession of the Flat.
- 4) You shall make timely payment of the Sale Price as per the payment schedule mentioned above, time being of the essence. It shall be your obligation to make the payment of each of instalment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law. The deduction of an amount made by you on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to us, shall be acknowledged/credited by us only upon you submitting the original tax deduction at source certificate/challan and provided that the amount mentioned in the certificate/challan matches with the Income Tax Department site.
- 5) This Booking Letter shall be accompanied by a Cheque / Demand Draft / Pay Order payable at Mumbai for the amount equivalent to Booking Amount drawn in favour of **M/S. UNIQUE LAND REALTY PVT LTD, AXIS BANK LTD, VIRAR WEST BRANCH, ESCROW ACCOUNT NO \_\_\_\_\_, IFSC CODE \_\_\_\_\_** and a Cheque / Demand Draft / Pay order payable at Mumbai, drawn in favour of "**M/S. UNIQUE LAND REALTY PVT LTD**" towards Service Tax/GST. It is clarified that this Letter and / or the receipt of the Booking Amount do not confer or constitute any right upon you or to the said Flat.
- 6) In the event you committing breach of any of the terms and conditions contained in this letter, then we shall be entitled to terminate this letter after issuing, firstly a notice of 15 days and thereafter a notice of 7 days ("Notice Period") in writing. In the event of you fail and neglect to rectify such breach within the Notice Period then this letter shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Flat. Upon such termination we shall be at liberty to dispose of and sell the Flat to such person and at such price as we may in our absolute discretion think fit and proper. Upon such termination we shall be entitled to forfeit (i) the Booking Amount (ii) brokerage expenses if any, and (iii) applicable taxes / statutory dues / interest / penalties as agreed, pre-estimated, genuine and reasonable liquidated damages.

- 7) The Promoters shall be entitled to offer receivables from the Flat as security to any Credit / Financial Institution, bank or other person / body.
- 8) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honoured by the banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Flat in the manner provided herein, you shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus service tax, towards cheque/s bouncing charges for each such incident.
- 9) We shall have the right to reject the booking at our sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between ourselves and you under the applicable law. In the event of rejection of the booking, the amounts paid by you up to the date of such rejection shall be refunded to you in full without any interest within 30 (thirty) days from the date of such rejection.
- 10) You hereby agree and undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Flat, within 10 ( Ten) days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject (i) this Letter is not rejected by us, (ii) you are observing and performing all the terms and conditions of this Letter and (iii) you paying the necessary stamp duty and registration charges thereon. In the event you fail and/or neglect to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to us under RERA or otherwise including right to cancel this letter, you shall be liable to pay interest at the rate of the amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate") per annum on the Booking Amount calculated from the date of this Letter till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Letter, (whichever is earlier).
- 11) You agree and undertake to be bound by and undertake to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the payment schedule specified above along with the other charges specified in Annexure -1 annexed hereto ("Other Charges").
- 12) The possession of the captioned flat will be given on or about \_\_\_\_\_ subject to your having paid the entire amount and other incidental charges and will also be subject to (i) Any force majeure events; (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority / court (iii) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority (iv) any other circumstances that may be deemed reasonable by the Authority. Under the circumstances the Developers shall be entitled for one or more reasonable extensions in the date of completion. The Flat Purchaser/s hereby agree/s and declare/s that they shall not claim any amount from the Developers as and by way of damage, loss, compensation or otherwise whatsoever.
- 13) You agree that in case we are unable to offer the possession of the Flat on or before the Possession Date subject to force majeure Events, then you may, by giving notice in writing to

us elect to cancel / terminate Agreement for Sale and in such event, we shall be liable to refund to you the amounts already received until the date of such cancellation / termination, along with interest at the Interest Rate, within 30 (thirty) days from the date of such termination / cancellation. Upon receipt of refund by way of cheque by registered post / courier at the address given by you, whether the said cheque has/have been accepted /encashed by you or not, will be considered as acceptance of the refund made by us to you and the liability in terms of the said refund shall come to an end forthwith. Upon such refund your right, title, interest or benefit of any nature whatsoever in respect of the Flat shall stand cancelled/terminated forthwith and we shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons, at their sole discretion.

- 14) You hereby confirm, agrees and acknowledges that, if booking of the said Flat is done through any Agent/Broker ("Agent/Broker"), then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself/yourselves.
- 15) The proposed building will be constructed in accordance with the sanctioned plans and permissions, with a right to modify and alter the plans and you have given and accorded your free, full and informed consent of the same Subject to area remaining the same.
- 16) This Letter is not transferable or assignable without our previous Written Consent.
- 17) All taxes including Service Tax, Labour Cess, VAT, GST etc., will be payable by you, if applicable.
- 18) A regular and detailed Agreement under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement.
- 19) This Letter is only for confirming the provisional booking of the Flat and the Flat will be reserved for you especially, subject to your above confirmation.
- 20) Stamp duty and registration charges in respect of the captioned flat will be paid by you.
- 21) Please confirm the above at the foot hereof.

Yours truly,

For, **M/S. UNIQUE LAND REALTY PVT LTD**

I/We confirm:

Authorised Signatory

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