

PROVISIONAL BOOKING LETTER

To,

Mr./Mrs. _____

Dear Sir/Madam,

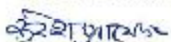
Ref: Provisional letter for booking of flat /shop/Apartment bearing No. _____ on the habitable _____ floor in _____ Wing of _____ type of building _____ Wing, admeasuring _____ Sq. mtrs. carpet area on ("said Flat/Apartment/Shop") in the proposed Project "Navkar City Phase - I Part - 8" situate and lying at Survey No. 335/2, near Don Bosco High School, at Village Juchandra, Taluka Vasai, District Palghar within the limits of Vasai-Virar Shahar Mahanagar Palika and within the Registration Sub-district of Palghar ("the said Flat/Shop/Apartment")

On your request, we have agreed to provisionally book the said Flat/Shop/Apartment No. _____, admeasuring _____ Sq. ft. Carpet area in **Nakar City Phase - I Part -8** in your favour, for a total consideration of Rs. _____

(Rupees _____ Only) being the price of the Apartment including, The Stamp duty and Registration fees shall be paid by the Promoters on behalf of the Allottee/s. The Promoters have agreed to pay the Stamp duty, Registration fees, Paging and Scanning charges, G.S.T., etc. on behalf of the Allottee/s. However the above said agreed Sale consideration is exclusive of T.D.S, Development -cum-common amenities, facilities charges, all applicable taxes levied if any as per government norms., other charges and Parking space, etc., will be payable by the allottees before possession as per demand of the Promoter. We declare that it is a part of larger layout of which the permissions and sanctions from the concerned authorities for the layout Navkar City has been obtained/shall be obtained jointly by the Promoters, the said M/s. Navkar Homes Township LLP., M/s. Navkar Estate & Homes Pvt. Ltd., and M/s. Navkar Township Pvt. Ltd., The layout Navkar City is being/shall be developed on lands bearing New Survey No. 332/1, New Survey No. 332/4, New Survey No. 333/2, New Survey No. 332/3, New Survey No. 332/8, New Survey No. 333/1, New Survey No. 332/7, New Survey No. 332/6A (belonging to the Promoter) New Survey No. 336/2 Part, 336/3/2/C Part, 336/3/D Part & 335/1 Part (belonging to M/s. Navkar Township Pvt. Ltd.), New Survey No. 335/2, New Survey No. 332/2, New Survey No. 351/1, New Survey No. 351/2, (belonging to M/s. Navkar Homes and Township LLP), situate at Revenue Village Juchandra, Taluka Vasai, Dist. Palghar and other contiguous lands as may acquired from time to time ('Layout Property').

We acknowledge the receipt of Rs. _____ / - ("Rupees _____ Only) being the Booking Amount/Part payment") towards the booking of said Flat/Shops. The Sale Price excludes the other charges and outgoings as may be specified under these presents.

The VVCMC has issued a various Development Permission and commencement certificate for entire Larger layout of Navkar City Phase I & II bearing Vasai Virar City



Municipal Corporation (VVCMC) vide its order No.VVCMC/TP/CC/VP-_____/_____/_____ dated _____ for Navkar City, and NOC from VVCMC for Environment Clearance Certificate dated _____ and Environment Clearance Certificate dated _____ from State Level Environment impact Assessment Authority bearing No. SEAC-_____. You have Perused all necessary document related to title, development permission, commencement certificate with necessary plans. We have proposed to construct the said building in "Navkar City Phase-I Part-8" to Stilt/ Ground plus 23 stored upper floors, which may be extended upto 30 Upper floors subject to grant of necessary permission from the VVCMC. You have satisfied with the same.

The Vasai Virar City Municipal Corporation (VVCMC) vide its order No. VVCMC/TP/RDP/VP-_____/_____/_____ AND dated _____ has issued a Revised Development Permission (RDP) whereby a permission has been granted to the Promoter for construction of the residential AND also residential cum shop line buildings on the said Property subject to the terms and conditions as more particularly contained in the said RDP.

The said Apartment/Flat/Shop No. _____ on _____ floor, situated in the building Type _____ in _____ wing, admeasuring Carpet area _____ Sq.ft. of the above referred Flat/Shop/Apartment and has exclusive adjoining area/additional area to Pocket/natural terrace area _____ Sq.mtrs., Elevation Projection area _____ Sq.mtrs., lof/Oda area _____ Sq.mtrs., Cub board area _____ Sq.mtrs. in all together _____ Sq.mtrs. Carpet area, as shown in the Floor plan thereof. 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.

The Allottees have agreed to pay the entire cost of the carpet area of Flat/Apartment/Shop aggregate consideration amount of Rs. _____ /-(Rupees _____ Only)(which is inclusive of Stamp duty and Registration fees, Paging and Scanning charges, G.S.T., etc. but exclusive of T.D.S, Development -cum-common amenities, facilities, Parking space, & other charges all applicable taxes levied if any as per government norms etc., will be payable by the allottees before possession as per demand of the Promoter) in the following manner:

Particulars	% Due	Amount
On Booking	10%	
On Registration of Agreement	20%	
On Completion of Plinth	15%	
On Completion of each Slab in equal installments from 1 st slab to 24 th slab.	30%	


Signature

On Completion of Wall, Internal Plaster, Flooring, Doors and windows	5%	
On Completion of Internal Plumbing and Electrical work	5%	
On Completion of External Plumbing and water proofing of the building	5%	
On Completion of lifts and electrical fittings of the building	5%	
On Possession	5%	
Total Flat Cost (TFC)	100%	

The Allottees have agreed to pay the entire cost of the covered/ stack/Tower Parking No. ___ if any allotted to the said Allottee/s being the aggregate consideration amount of Rs. _____ /- (Rupees _____ Only) in the following manner :---

Particulars	% Due	
On Booking	10%	Till Agreement - 30%
On Registration of Agreement	20%	
On Completion of Plinth	15%	Till Plinth - 45%
On RCC Slab Work Completion	20%	Till Completion of RCC Work - 65%
On Brick work and Plaster work Completion	5%	Till Completion of Brick Work and Plaster - 70%
On Possession	30%	On Possession - 30%

Thus in all the total agreed Sale consideration amount i.e. Rs. _____ /- (Rupees _____ Only) being the total amount of the agreed value of the above said Apartment/Flat/shop/offices/Parking Premises which the Allottees have agreed to pay the same. The total agreed Sale consideration of the sale of the said unit is inclusive of Stamp duty and Registration fees, Paging and Scanning charges, G.S.T., etc. but exclusive of T.D.S, Development -cum-common amenities,



facilities, Parking space, & other charges all applicable taxes levied if any as per government norms etc., will be payable by the allottees before possession as per demand of the Promoter.

Terms and conditions are as follows :-

1) At your request, we shall permit you exclusive right to use vehicle parking space in the building. It is clarified that location of the Vehicle Parking shall be identified by us at their sole and absolute discretion at the time of offering possession of the Flat.

2) 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.

3) 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 "_____ and a Cheque Demand Draft / Pay order payable at Mumbai, drawn in favour of "_____ 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.

4) 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/Shop/Apartment. Upon such termination we shall be at liberty to dispose off and sell the Flat/Shop/Apartment 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.

5) The Promoters have made it clear to the Allottees that the Promoters have decided to put Window Grills of standard size and design to match the uniformity of the building design thus it is mandatory for the Allottees to pay the Window Grills charges to the Promoters on their demand before taking the possession of the said Apartment.

6) The Promoters shall be entitled to offer receivables from the Flat/Shops/Apartments as security to any Credit / Financial Institution, bank or other person/body.

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7) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honored 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.

8) 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.

9) 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).

10) 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").

11) 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.

12) 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

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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 /encased 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.

13) 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.

14) 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. This Letter is not transferable or assignable without our previous Written Consent.

15) All taxes including Service Tax, Labour Cess, VAT, GST etc., will be payable by you, if applicable.

16) 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.

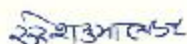
17) This Letter is only for confirming the provisional booking of the Flat and the Flat will be reserved for you especially, subject to your above confirmation. Stamp duty and registration charges in respect of the captioned flat will be paid by you as per the rules and regulation laid down under RERA Act and as per the provisions of the Indian Stamp Act, or any other Laws as may be applicable at that time.

Please confirm the above at the foot hereof.

Yours truly,

For **M/S. NAVKAR HOMES TOWNSHIP LLP.,**

Agreed & accepted by



Authorised Signatory

Signature of Purchaser/Allottee/s