

BOOKING LETTER
(PALLADINA)

To

Date : / /

_____,

_____,

Re: Offer of Provisional Booking of the Serviced Apartment/Unit No. _____ having carpet area of square feet corresponding to Built-up area of _____ square feet and _____ Sq.Ft Super Built Up Area in _____ Block/Phase along with garage/covered/open parking no. _____ admeasuring _____ square feet in the _____, of the Complex named "PALLADINA" under construction situated at _____.

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 of the Serviced Apartment No. _____ having carpet area of square feet 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) working out to _____ Sq.Ft Super Built Up Area along with along with garage/covered/open parking no. _____ admeasuring _____ square feet in the _____ along with common parts, portions, facilities and amenities and also user right in the land beneath the building appertaining to the Unit in _____ Block/Phase of the Complex named "PALLADINA" presently under construction on the Schedule-A Land.

Demarcated in the Block Plan annexed hereto and marked **ANNEXURE - A** and also the Floor Plan annexed hereto and marked **ANNEXURE – B**.

The aforesaid Units are provisionally allotted in your favour on the basis of your EOI No. _____ dated _____ and on your depositing the application money of Rs. _____/-.

A. PRICE OF THE UNIT:**Table-1**

The Total Price for the Unit based on the SBU area is Rs. _____/- (**Rupees** _____ only (hereinafter referred to as the **"Total Price"**) which comprises the below:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Unit Price:	<i>[Please specify square feet rate]</i>	<i>[Please specify total]</i>
	a) Cost of Apartment /unit		
	b) Covered Parking Space		
	c) Height Escalation Charges		
	TOTAL		
B.	ADD GST		
	TOTAL PRICE +GST		
	EXTRA CHARGES		
	a) Maintenance Charges		
	b) club charges		
	b) Generator		
	c)Transformer Charges		
	d) Legal Charges		
	e) Association formation		
C.	f) Incidental Charges		
	Grill charges(if opted)		
	Total		
	ADD :GST		
	TOTAL EXTRA CHARGES +GST		
	DEPOSITS		
	(i) Maintenance Deposit		
	(ii) Electricity Meter		
	(iii) Sinking Fund		
Total price (in rupees)			

PARKING CODE	TYPE OF PARKING
MLCP	Covered connected podium
OCP(I)	Open On Ground

OCP(I-RT)	Open on connected podium
GCP(D)-MS	Tower stilt dependent(mechanical)
OCP(D)-MS	Open Mechanical on Ground

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.

B. PAYMENT INSTALLMENT SCHEDULE :

Table-2

The Price of the Unit shall be payable within 15 days from the Demand Notice to be issued as per scheduled installment below:

On Expression of Interest	Rs 25 lacs +GST
On Booking Letter (Within 30 days from booking letter)	10% of unit cost (Less Booking Amount) + 50% of incidental charges+ 50% of legal charges+ GST
On Agreement	10% of unit cost + GST
On start of Piling	10% of unit cost + GST
On start of 1 st Floor Casting	10% of unit cost + GST
On start of 5 th Floor Casting	10% of unit cost + GST
On start of 10 th Floor Casting	10% of unit cost + GST
On start of 15 th Floor Casting	10% of unit cost + GST
On start of 20 th Floor Casting	10% of unit cost + GST
On Start of 25 th Floor Casting	5% of unit cost + GST
On Start of 30 th Floor Casting	5% of unit cost + GST
On Completion of the unit	5% of unit cost + GST
On Possession of the Unit	5% of unit cost+ 50% of incidental charges+ 50% of legal charges+ Maintenance Deposit + GST

Note: If the developer decide to complete the construction floor wise and deliver the project up to certain floor level having all the infrastructure and facilities, then in such event the purchaser should clear full and final payment at the time of possession.

Please visit our website <https://www.srijanrealty.com>..... To make ONLINE PAYMENTS

towards your Unit

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:

I. Extra Charges:

- 1.Club- Rs 250/- per Sq.ft on Chargeable area
- 2.Generator- Rs.100/- per Sq.ft (4 BHK-8 KVA; 5BHK- 12 KVA) on Chargeable area
- 3.Transformer and Electricity Expenses- Rs.100/- per Sq.ft on Chargeable area
4. Floor Escalation- Rs.75/- per Sq.Ft per Floor from 2nd Floor onwards

Note: All the above charges are payable as per payment schedule of the unit.

5. Legal Charges- Rs.25/- per sqft
- 6.Formation of Association- Rs.10,000/- per Unit
- 7.Incidental Charges- Rs 15,000/- per Unit
- 8.Nomination Charges:
 - i) 2% of Total Consideration amount including car parking which is payable before nominating the unit.
 - ii) There will be a Lock-in-period for two years from date of registration of agreement to nominate any unit.
9. Stamp Duty, Registration Fee and Incidental Registration Charges- At applicable rate on the Agreement value or Market Value (whichever is higher) as per the valuation at the time of expenses.
- 10.Guarding Charge- The Allottee will be payable of Rs.10000/- per month as guarding charges if taking over of possession is delayed more than 15 days from notice of possession.
- 11.Cancellation/Processing Charge:
 - i) 10% of total consideration if cancelled after Sale Agreement.
 - ii)Interest dues to be paid, if any, till date of receipt of information of cancellation request.
 - iii) All taxes paid shall not be refunded.

II. Deposits:

- 1.Electricity deposit- Electricity deposit as per actuals.
- 2.Maintenance Deposit-Equivalent to 3(three) years calculated @ Rs.5 per Sq.ft p.m on Chargeable area (Final CAM Rate will be based on estimate of the Promoter at the time of giving possession). Out of 3 years, 1 and 1/2 years will be adjusted against Maintenance Charges and the balance to remain as a Deposit.
3. Sinking Fund- Rs.200/- per Sq.ft on Chargeable area.
4. Municipal tax deposit equivalent to 12 months of estimated tax.

Note:

1. Extra charges & Deposits are also applicable for chargeable area of the terrace.
GST as applicable and any other Tax or Taxes or charges as may be applicable from time to time shall

also be payable by the Allottee.

- (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) 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) Payments received will be appropriated firstly towards taxes, charges, levies etc. thereafter towards interest, if any, thereafter towards the instalment.
- (4) Previous dues if any, are payable as per the due date for the invoice /Demand Note.
- (5) Over dues, if any, are payable immediately.
- (6) System generated statements will not require signatures.

- C. The Allottee/s confirm that they have chosen to invest in the said Unit after exploring all other options of similar properties available with other developers/promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the said unit in the Project.

The Allottee has no objection to receiving marketing material, correspondence, calls and SMS from the Promoter.

D. THE COMPREHENSIVE PAYMENT PLAN IS PROVIDED IN SCHEDULE – C HEREUNDER.

We do not accept “CASH DEPOSITS “as payments.

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) SRIJAN REALTY PVT.LTD, Corporate Office at Srijan House, 36/1A Elgin Road, Kolkata -700 020;
- 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. The Owners are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5, and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four)

Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as **27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation)** in the State of West Bengal (aggregate land measuring 13645.480 square meters) **Part-I of SCHEDULE-A AND** hereinafter referred to as **the Said Entire Project Land**.

2. By a Deed of Gift dated 18th July, 2014, registered in the Office of the DSR-III, Alipore, South 24 Parganas, recorded in Book No.I, CD Volume No. 13, Pages from 7119 to 7131, Being No. 05695 for the year 2014, the Owners gifted land measuring 20.72 cottah corresponding to 34,25 decimal on a portion of the Said entire complex to the KMC for construction of a access road more fully described in **Part-II of SCHEDULE-A** hereinafter referred to as **GIFTED LAND**.
3. The Owners being interested to develop the Said Entire Project Land for setting up a Hotel and Serviced Apartments , executed a Development Agreement alongwith a Power of Attorney dated _____ registered in the Office of _____, in Book No.I, Volume No._____, Pages _____ to _____, Being No._____ for the year _____, granting the exclusive right of Development unto and in favor of the Promoter named above.
4. The Promoter has decided to construct three building blocks wherein the First Phase will comprise the Service Apartment & the Multi Level Car Parking and Second Phase will comprise the Hotel and Third Phase comprising a G+9 storied residential apartment building , All together shall constitute the “ Complex” and thereafter market, promote and sell/transfer and otherwise deal with the Service Apartment Units by executing necessary Definitive Agreements.

Provided that The Owners /Promoter may purchase further land adjacent to the Said Entire Project land in future and include the same in the Project.

5. The First Phase of the Complex will comprise of one **G +31** storied Building having _____ nos premium Serviced Apartment Units constructed on land measuring _____ Acres more or less out of the Said Entire Project Land and another Multi-level Car Parking (MLCP) Block more fully described in **Part-III of Schedule –A** and hereinafter referred to as the **FIRST PHASE LAND**.
6. The Second Phase of the Complex shall constitute the **G +10 storied** Hotel and further **on receiving sanction, construction of additional 12(twelve) floors comprising Service Apartments** which will be developed on land measuring _____ Acres more or less **with the benefit and use of the MLCP block** more fully described in Part-IV of Schedule-A and hereinafter referred to as the **SECOND PHASE LAND**.
7. The Developer is also planning to develop an adjacent plot measuring about 50 decimal where Third Phase of the Project comprising a G+9 storied residential apartment building will be constructed more fully described in Part-V of Schedule – A and hereinafter referred to as **THIRD PHASE LAND**.
8. The residents of the Third Phase Apartment Building will be entitled to enjoy all the amenities and benefits including Club facilities of the Project

The MLCP block shall, besides being available for use by the occupants of the Service Apartments shall also be available for the beneficial use of parking vehicles of the Hotel and members of the public visiting the hotel, Service apartments and others.

9. **(i)** The Promoter may enter/will enter into a contract with the Hotel Operator, to operate and manage hotel at the second phase Hotel Block and the Shared Common Portions for an initial term of agreed years from the date of start of the operation of the Hotel. It has been agreed between the parties that the Hotel through the Hotel Owner would provide and/or cause to be provided to the Co-Allottees of the Residences Block the certain paid a-la-carte services such as In-Residence Dining, Housekeeping, Laundry etc. and morefully specified therein and the Hotel Operator would operate manage and maintain the Shared Common Portions on the terms and conditions to be decided.
- (ii)** For providing the paid a-la-carte services by the Hotel and usage and availing of such services by the Allottee, the parties hereto may enter into, a separate agreement (for brevity's sake hereinafter referred to as "the Paid A-La-Carte Services Agreement") and the Allottee, as a matter of necessity and for the usage and availing of such services from the Hotel by the other Co-allottees in their respective Residences, binds himself and covenants with the other Co-allottees to observe fulfill and performs the terms and conditions of such agreement.
- (iii)** The Allottees of the said Serviced Apartment shall be bound by the following disclaimers and conditions to be imposed by the Hotel Operator operating managing and maintaining the Shared Common Portions and the same is reproduced below:
 "The Allottee acknowledges that the Hotel and the Residences Block will share usage of the Shared Common Portions. Hotel Operator will be responsible for the operation and maintenance of the Shared Common Portions. The cost of operations of Shared Common Portions will be charged to the Residences Block and the Hotel and each Allottee will be charged with his/her/its fair share of costs of routine operation, inspection and maintenance of the Shared Common Portions and other similar services to the extent shared by or provided for the benefit of the Residences Block and the Hotel. The Co-Allottees will pay the Residences Block's cost of routine services, operation, inspection and maintenance of the Shared Common Portions and other similar services to the extent shared by or provided for the benefit of the Residences Block and the Hotel."
- (iv)** The Allottee agrees that, in future, if the Promoter appoints any other entity to provide or authorizes the Service Company to cause to provide in the Residence Block paid a-la-carte services or some of such services, the Allottee shall abide by the terms and conditions as be made applicable from time to time by such person or entity or the Service Company for the same and pay the deposits, fees, charges, etc. as be charged by them for providing such paid a-la-carte services or some of such services and sign and execute all necessary documents in connection therewith and likewise, in future, if the Promoter itself operates and maintains or appoints any other entity to do so, the Allottee shall abide by the terms and conditions as be made applicable from time to time by the Promoter Itself or by such entity for the same.
- (v)** The Allottee further acknowledges agrees and ensures as follows:
- I. the Hotel Operator shall have full authority and right to Install cameras, restricted access devices and security Items in the shared public areas (including passageways) of the Residences Block as Hotel Operator reasonably determines is necessary to preserve the security of the Hotel.
 - II. the Hotel Operator shall have full authority to inspect the Residences Block at all reasonable times and after reasonable notice to the Maintenance In-charge to ensure that the fire and life safety systems in the Residences Block meet the standards contained in hotel documents executed between the Promoter and the Hotel Operator.

- III. the Allottee shall ensure at all times that noise from the Residences Block will not affect the quality or standard of the Hotel or the comfort of Hotel guests.
- IV. the Allottee shall ensure that no advertisement or sign for identification of any of the Residences in the Residences Block may be installed, displayed or distributed in the Hotel or distributed to Hotel guests without the Hotel Operator's prior written approval.
- V. the HVAC systems for the Residences Block and the Hotel are separate. The utilities (if any) servicing the Residences Block will be separately metered from the Hotel.

All phases will share the common amenities, facilities and services amongst each other as shown in the Plan annexed hereto and marked ANNEX-A .

- 10. The Allottee further agrees to allow and hereby gives his consent to the Promoter for modification of plan to incorporate any future development and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Promoter may also create few more facilities in the future development which will also be shared by all the Allottees of the Serviced Apartments.
- 11. There is a demarcated internal pathway for use by the Owners and occupiers of the Service Apartments and also for use by the Promoter during the construction of the *Entire Complex* as demarcated in the plan. The Promoter may hand over the usage and easement rights of the passage and the services running alongwith it to the Association of Unit Owners after completion .
- 12. The Allottee agrees that in case of any exigency, statutory or otherwise, the Promoter may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and in such event the Allottee shall have no objection.
- 13. The Owners and the Promoter have further decided that the aggregate Ground Coverage / FAR available for the Entire Complex need not be uniformly utilized in all the different projects/ phases and the Promoter may vary the utilization of the permissible Ground Coverage/FAR from phase to phase Apartment/High rise buildings/**others** can also be built in future/other phases to utilize the FAR.
- 14. All The Facilities and Amenities will be mutually shared by ALL the phases of the entire Complex and with the progression of development and registration under RERA of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Promoter is creating enough services and infrastructure keeping in mind all the future phases. All the Common Facilities and Amenities may not be made available as soon as the initial phase is completed as some of the Facilities will be made available only upon completion of the entire Complex and further the Promoter will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Allottee and also giving the facilities in committed time .

15. Only the-Service Apartment/Residential Block will have an Association of Unit Owners in the First Phase/Project. Till such time the Association takes over the entire administration, the Allottees who have taken possession in completed First phase 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 first phase of the entire complex towards maintenance of common pathways, 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 of all phases for which notice of possession has been issued by the builder (3 months before) 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 in subsequent phases. The Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to ALL the phases. It is further provided that till such time the Association is formed, the Promoter shall act as the Association and on the formation of the Apartment Owners Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.

16. The Maintenance Charges shall be recovered on such estimated basis on monthly, quarterly or at such intervals as may be decided by the Promoter or the Maintenance Company , as the case may be and adjusted against the expenses as determined. The estimates of the Promoter or the Maintenance Company , as the case may be , shall be final and binding on the Allottee . The Allottee shall pay the maintenance bills before their due dates as will be intimated.
It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement through the completed pathways passing through the completed phase and progressing to the incomplete phase, enjoyment of common facilities etc shall be provided by the Promoter to the Allottees.

17. The Kolkata Municipal Corporation has sanctioned the Building Plan No. _____ dated _____ to develop the Entire Complex /phase.

18. If the plan sanctioned by Sanctioning Authority /Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement/at the sole discretion of the Promoter in such event the promoter agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to First Phase layout plans except in strict compliance with section 14 of the Act and other laws as applicable to Service Apartments. 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.

19. It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans of _____ Phase/Project and specifications and the nature of fixtures, fittings and amenities described herein in **Schedule D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee as per the provision of the Act.

Provided that the Promoter may make such minor additions or alternations as may be required by the Allottee , or such minor changes or alternations as per the provisions of the Act

20. The Promoter may at its option keep aside a demarcated area in any portion for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as he may deem fit and proper. If the Promoters utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also partake in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.

21.

The Promoter has appointed an Architect, a Structural Engineer and other consultants for the preparation of the architecture and structural design and other drawings of the buildings and the Promoter and Allottee accepts the professional supervision of the Architect and the structural engineer and other Consultants till the completion of the building/buildings.

22. The Promoter shall provide the amenities for the use and enjoyment of the Allottee. The description of the tentative amenities and/or facilities will be provided in **Schedule – E** of the Agreement. No substantial or significant changes will be done . No substantial or significant changes will be done. If the entire Complex 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.

23. 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 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 Units to the Allottee on the committed date of which is on _____ with a grace period of six months (**Completion date**)

23. 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 and shall:

(i) observe the rules framed from time to time by the Promoter and upon the formation of the Association by such Association. The covenants agreed herein to the Promoter shall mean and include towards Association also, as and when applicable.

(ii) use the said Apartment/Unit for specified purpose and not for other purposes whatsoever without the consent in writing of the Promoter/Association.

24. 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.

25. The Apartment along with open parking, if allotted shall be treated as a single indivisible unit for all purposes. It is agreed that the Entire Housing 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.
26. Except for the Covered Car Parking Space allotted by the Promoter in accordance to this EOI, the Applicant/s agrees and confirms that all parking spaces including open parking spaces will be dealt with in accordance with the applicable laws as well as bye-laws and constitutional documents of the Society/Association. The Applicant/s hereby declare and confirm that except for the Covered Car Parking Space allotted by the Promoter, the Applicant does not require any Parking space including open car parking space and accordingly the Applicant waives his claim, right, title, interest whatsoever on the areas of parking space in the Project. The Applicant/s further agree that he/she/they shall have no concern towards the identification and allotment/ allocation of Parking Spaces done by the Promoter/Association /Apex Body at any time and shall not challenge the same anytime in future. The Applicant/s agree and acknowledges that the Developer/ the Association/Apex body shall deal with the Parking Spaces in the manner the Association/Apex body deems fit, subject to the terms of Bye-laws and constitutional documents of the Association/Apex body /the applicable laws. The Promoter acknowledges and accepts the aforesaid waiver and accordingly has given effect to the same while calculating the Sale Consideration. The Applicant agrees and acknowledges that the Covered Car Parking Space in the Project cannot be transferred/leased /sold or dealt with otherwise independent of the Apartment/Unit. All clauses of this Application Form and the Agreement for Sale pertaining to Allotment, Possession, Cancellation etc. shall also apply mutatis mutandis to the Covered Parking Space.
27. A 'CLUB' /(A 'CLUB' type facilities) shall be set up as part of the entire Residential Block, 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 (so called) Club. The (so called) 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 before the completion of the First phase of Row House/Building Complex but possession of Row Houses 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.

48. 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:

48. 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 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.

49. The allottees are notified that the set format of the agreement for sale shall not be amendable under any circumstances.

50. The Promoter will not entertain any request for any internal / external change in the layout. the allottee is however can do the changes of its own after getting the possession with prior permission from the concern authority.

51. RESERVED RIGHTS OF THE PROMOTER:

(1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/**land**.

(2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.

(3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Service Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access

thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the sale and transfer of all the Service Apartment, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Service Apartment, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with** sanctioned plan in such manner as the Promoter may think fit and proper.
- (10)The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (11)To the 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 required under or over the Premises and/or Service Apartment,
- (12)To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit

- (13) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (14) The Promoter shall retain for itself, its successors and assigns including all of the Serviced Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Service Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (15) 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 Service Apartment, .
- (16) The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings. The Promoter will be responsible for its maintenance and remain liable to pay the electricity charges separately.
- (17) The Promoter reserves the right to allot available Parking space in one phase of the Housing Complex to any Allottee of a Unit in any other phase of the Complex.
- (18) All unsold and unallotted units, areas and spaces in the Building and Project, including parking spaces and other spaces in the basement and anywhere else in the Building project shall always belong to and remain the Property of the Promoter at all times and the Promoter shall continue to remain in overall possession of the unsold and/or unallotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the promoter may deem necessary.
- (19) The Promoter shall without any reference to the Apex body or the association, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Organisation or Apex Organisation or Apex Organisations shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever

- (20) With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (21) The right to assign or transfer by way of lease, mortgage, sale or otherwise in whole or in part, its rights and obligations in respect of the Apartments/Units.
- (22) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions. The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.

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.

It should be noted that the Allottee does not have the liberty to ask for any change in this Agreement. In the event the Allottee does not agree to any clause in this Agreement, he would be free to cancel the booking and take refund of the money paid by him within the stipulated time of 30 days of EOI.

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 your 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** . Further after acceptance of Booking and upon cancellation of Agreement if any cheque is dishonoured, a penalty (including tax) shall also be deducted. All amounts collected as taxes , charges, levies, cess , assessments and all other impositions which may be levied by any appropriate authorities including but not limited to GST , value added tax, works contract tax or any other tax of any nature.

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:

THE SCHEDULE –A ABOVE REFERRED TO

PART –I**(THE ENTIRE COMPLEX)**

All That the pieces and parcel of land measuring 5 Bighas and 4 Cottahs more or less comprised in C.S. Dag no. 356 and 356/380 of Khatian No. 564 of District Settlement and Khatian No. 828 of the Revisional Settlement, within Mouza Tangra, J L No. 5 and land measuring 1.65 acres more or less (equivalent to 5 Bighas) comprised in C.S. Dag no. 353 of C.S. Khatian No. 893 corresponding to R.S. Dag No. 353 under R.S. Khatian No. 114 within Mouza Tangra, J L No. 5, Touzi 1298/2833 aggregating to 10 (Ten) Bighas and 4 (Four) Cottahs more or less within Ward No. 58 of Kolkata Municipal Corporation, P.S. Pragati Maidan, (formerly Tangra), numbered as 27 Matheswartala Road, Kolkata 700046 (Assessee No. 110580700883 under Kolkata Municipal Corporation) in the State of West Bengal (aggregate land measuring 13645.480 square meters) more fully described in the Plan annexed hereto and marked ANNEX-A

PART -II**(THE SAID GIFTED LAND)**

ALL THAT land measuring 20.72 cottah corresponding to 34.25 decimal on a portion of the Said entire complex to the KMC for construction of a access road **ALL THAT** the piece and parcel of land containing an area of 34.25 Decimal equivalent of 20.72 Kottahs (more or less) as per Plan annexed hereto as per ANNEX-A and internally bordered in **RED**.

PART -III**(THE SAID FIRST PHASE/SERVICED RESIDENCE)**

ALL THAT the piece and parcel of land containing an area of ____ Decimal equivalent of ____ Kottahs(more or less) situate lying at and being demarcated part of 27 Matheswartala Road, P.O._____, P.S. Pragati Maidan, (formerly Tangra), Kolkata 700046 as per Plan annexed hereto as per ANNEX-A and bordered in _____.

PART -IV**(THE SAID SECOND PHASE/HOTEL)**

ALL THAT the piece and parcel of land containing an area of ____ Decimal equivalent of ____ Kottahs(more or less) situate lying at and being demarcated part of **27 Matheswartala Road**, P.O._____, P.S. Pragati Maidan, (formerly Tangra), **Kolkata 700046** as per Plan annexed hereto as per ANNEX-A and bordered in _____.

PART-V**(THE THIRD PHASE/APARTMENT BLOCK)**

ALL THAT the piece and parcel of land containing an area of 50 Decimal equivalent of 30 Kottahs(more or less) situate lying in Dag No.357 within jurisdiction of KMC Ward No.58 on **Matheswartala Road**,

P.O. _____, P.S. Pragati Maidan, (formerly Tangra), **Kolkata 700046** as per Plan annexed hereto as per ANNEX-A and bordered in _____.

THE SCHEDULE –B ABOVE REFERRED TO

(THE SAID SERVICED RESIDENCE UNIT)

ALL THAT the Serviced Residence Apartment No. _____ having carpet area of square feet corresponding to Built-up area of _____ square feet as per the Block plan marked ANNEX-B demarcated in the Floor Plan annexed hereto and marked ANNEX-C and pro rata share in the “common areas” (user right only since Common Area will be conveyed to Association) working out to a Super Built Up area of _____ Sq.Ft in Phase No.-I of the Said Complex named “_____” under construction on the Schedule–A feet more or less on the _____ floor of the Residences Block at Premises No. 27 Matheswartala Road, Kolkata 700046 and shown delineated with 'Red' border in the plan annexed hereto, being Annexure 'B', together with Together with Parking space admeasuring 123 Sq.Ft in the Multi storied Parking Building Block 2 located on the in Phase-I Building Block as per Plan annexed hereto AND TOGETHER WITH the right of use and enjoyment of the utilities and facilities from the Shared Common Portions as appurtenances to the said Serviced Residence in common with the Promoter, the Hotel Operator and/or other entity authorized by the Promoter and the other Co-Allottees.

THE SCHEDULE–C ABOVE REFERRED TO

(PRICE/PAYMENT PLAN)

The price of the said Service Apartment is Rs _____/- (Rupees _____) only payable as per the Table provided and annexed

On Expression of Interest	Rs 25 lac + GST
On Booking Letter (Within 30 days from booking letter)	10% of unit cost (Less Booking Amount) + 50% of incidental charges+ 50% of legal charges+ GST
On Agreement	10% of unit cost + GST
On start of Piling	10% of unit cost + GST
On start of 1 st Floor Casting	10% of unit cost + GST
On start of 5 th Floor Casting	10% of unit cost + GST
On start of 10 th Floor Casting	10% of unit cost + GST
On start of 15 th Floor Casting	10% of unit cost + GST
On start of 20 th Floor Casting	10% of unit cost + GST
On Start of 25 th Floor Casting	5% of unit cost + GST

On Start of 30 th Floor Casting	5% of unit cost + GST
On Completion of the unit	5% of unit cost + GST
On Possession of the Unit	5% of unit cost+ 50% of incidental charges+ 50% of legal charges+ Maintenance Deposit + GST

Particulars	Due on	Amount Payable on against demand of	Break Up of Flat Price	Break Up of Floor Escalation & PLC	Break up of Car Park	Break up of GST on Base Rate/ Parking/ Fl Esc.	Approximate Extra Charges	Formation of Association	Break up of Legal Charge&Incidental Charges	TOTAL DEPOSIT(B)	NET AMOUNT(A+B)
Application Fee	On Application	200000 + GST	200000	0	0	10000	0	0	0	0	210000
BOOKING AMOUNT	Within 15 days from the date of application	10% of Total Price* (-) Two lakh booking fee (+) 50% of Legal Charge (+) 50% of Incidental Charge + GST									
AGREEMENT AMOUNT	Within _____ days from the date of application	10% of Total Price* + GST									
4th Installment	On completion of Piling of Building	10% of Total Price* + GST									
5th Installment	On Completion of Ground floor casting	5% of Total Price*+ GST									
6th Installment	On Completion of 2nd floor casting	5% of Total Price*+ GST									
7th Installment	On Completion of 5th floor casting	5% of Total Price*+ GST									
8th Installment	On Completion of 8th floor casting	5% of Total Price*+ GST									
9th Installment	On Completion of 11th floor casting	5% of Total Price* + GST									
10th Installment	On completion of 14th floor casting	5% of Total Price*+ GST									
11th Installment	On completion of 17th floor casting	5% of Total Price*+ GST									
12th Installment	On completion of 20th floor casting	5% of Total Price*+ GST									
13th Installment	On completion of 23rd floor casting	5% of Total Price*+ GST									
14th Installment	On Completion of internal plaster of Unit	5% of Total Price*+ GST									
15th Installment	On Completion of External Plaster of Unit	5% of Total Price*+ GST									
16th Installment	On Completion of Flooring of Unit	5% of Total Price*+ GST									
Final Installment	On possession of the Building	10% of Total Price* (+) 50% of Legal Charge (+) 50% of Incidental Charge +GST									
		Total Amount									

Flat Number:	Block	Flat																														
Flat Size:	<table border="1"> <tr> <th>Extra Charges</th> <th>Rs.</th> <th>Extra Charges</th> <th>Rs.</th> <th>Total Deposits(B)</th> </tr> <tr> <td>Legal Charges</td> <td></td> <td>Electricity Chgs.</td> <td>per Sq Ft</td> <td>Maintenance</td> </tr> <tr> <td>Incidental charges</td> <td></td> <td>Generator Chgs.</td> <td>per Sq Ft</td> <td>Meter Deposit</td> </tr> <tr> <td>Formation of Association</td> <td></td> <td>Club Membership</td> <td>per Sq Ft</td> <td>At Actual</td> </tr> <tr> <td></td> <td></td> <td>Total</td> <td>0</td> <td></td> </tr> <tr> <td></td> <td></td> <td>EXTRA CHARGES(Incl GST)</td> <td>0</td> <td></td> </tr> </table>		Extra Charges	Rs.	Extra Charges	Rs.	Total Deposits(B)	Legal Charges		Electricity Chgs.	per Sq Ft	Maintenance	Incidental charges		Generator Chgs.	per Sq Ft	Meter Deposit	Formation of Association		Club Membership	per Sq Ft	At Actual			Total	0				EXTRA CHARGES(Incl GST)	0	
Extra Charges	Rs.	Extra Charges	Rs.	Total Deposits(B)																												
Legal Charges		Electricity Chgs.	per Sq Ft	Maintenance																												
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Formation of Association		Club Membership	per Sq Ft	At Actual																												
		Total	0																													
		EXTRA CHARGES(Incl GST)	0																													
FLOOR NO:																																
Chargeable SQFT:																																
Car Park Price:Open																																
Base Rate:																																
PLC:																																
Floor Esc:																																
Applicable Rate:	<div style="border: 1px solid black; padding: 5px;"> <p>##FORMATION OF ASSOCIATION will be charged @10000 & Maintenance Deposits (Rs. 3/- per Sq. Ft.) for 36 months to be paid at the time of possession.</p> </div>																															

Ongoing GST Rates: @-----% on Base Rate (+) Car Park Price

Kindly Note: Stamp Duty & Registration charges will be Payable at the time of Possession & Registration @ -----% on Total Value excluding GST

The Total Amount Payable will be in the name of:

In The Name of "PS SRIJAN HEIGHT DEVELOPERS WBHIRA DESIGNATED A/C"

Remarks

for the Flat Price + Car Park + Extra Charges INCLUDING Legal Charges + GST on the same

Guarding Charges @ Rs. per month will be payable if Buyer delays in registration and take possession on time.

Legal Charges & Incidental Charge is not claimed at allotment, it will be payable in two equal installment, i.e. at the time of booking & final payment respectively

*Note – Total Price = Unit Price + Car parking + Club Membership + Electricity & Generator Charges; Rates are subject to revision

*Availability is subject matter to change, so please check it before finalizing

* GST on Maintenance are excluded in this calculation

B-INPUT CREDIT ONLY VALID TILL GOVT. PROVIDES INPUT CREDIT TO DEVELOP

THE SCHEDULE-D ABOVE REFERRED TO**PART-A****(SPECIFICATIONS)**

- **Living, Dining , Bedrooms:**
 Flooring : Bare finish for all Habitable spaces
 Wall Finish : POP/Putty
 Ceiling : Bare
 Windows : Aluminum Windows
 Doors & Frame : Main door will be provided.
 Electricals : Point will be provided till the DB box at flat entrance
- **Balcony :**
 Flooring : Anti skid tiles finish
 Wall : Paint finish
 Railing : Glass & SS railing
 Door : Glass sliding door
- **Toilet :**
 Flooring : Bare finish with provision of plumbing and electrical
 Windows : Aluminum Windows
- **Kitchen :**
 Flooring : Bare finish with provision of plumbing and electrical
 Windows : Aluminum Windows
- **Servant's Room & toilet :**
 Flooring : Tiles finish
 Wall : POP/Putty
 Ceiling : POP/Putty
 Door : Door will be provided
 Electricals : Point will be provided
 Plumbing : Fittings will be provided

THE SCHEDULE – E ABOVE REFERRED TO**PART-I****RESIDENCES BLOCK COMMON PORTIONS**

1. Exclusive Lobby and entrance Foyer in the ground floor of the northern tower also having a Meeting area and waiting Lounge.
2. All staircases of the Residences Block along with their full and half landings with stair covers on the ultimate roof.
3. 3 high-end automatic lifts and 1 (one) service lift along with lift room and lift shafts and the lobby in front of it on typical floors and ground floor. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
4. Effective Fire fighting system designed to detect and fight fire.
5. Underground water reservoir.
6. Overhead water tank with effective water distribution system to the Residences.
7. Water supply pump room for fire beside the Under Ground water reservoir.
8. Effective access control and security system.
9. Dedicated Gas bank at ground level (if applicable)
10. Space earmarked for effective garbage disposal system with collection room in lower ground level of the northern tower.
11. Communication/security and fire alarm room in the ground floor of the northern tower.
12. Space earmarked for AHU/Electrical & LV equipment/UPS in the ground floor of the northern tower.
13. Electrical metering room in the ground floor of the northern tower.
14. Common toilet in the Ground Floor along with one toilet for the differently abled.
15. Requisite arrangement of Intercom / EPABX with connections to each individual Residence from the reception in the ground floor.
16. Residents' lawn with outdoor area and kids play area with water-features and seating.
17. A decorated landscape at the entrance of the Ground floor.
18. Entrance and exit gates of the said Residences Block secured with UVSS, boom barriers & bollards and paths passages and driveways earmarked for and in respect of the Residences Block.
19. Decorated drop-off in the ground floor entrance of the Residences Block.
20. Residents' Club with lift lobby & exclusive lounge, well-equipped Gymnasium, Change rooms, yoga, , multi function room, pantry, outdoor lounge & exclusive kids playroom.
21. Swimming pool with kids pool at rooflevel, semi- covered seating area, outdoor deck.
22. Multipurpose Hall on the south-eastern part of the ground floor of the Residences Block Building.

The Allottee is aware that the Promoter is not in the business of or providing services proposed to be provided by the Service Providers such as cable operators, security services, electrical and telecom services etc . The Promoter does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers . The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance /non performance or otherwise of these services provided by the respective Service Providers.

PART-II

(SHARED COMMON PORTIONS)

1. Area designated for installation of common Stand-by Diesel generator sets.
2. Waste water and sewerage evacuation piping network to the sewage treatment plant.
3. Balancing tank and plant room for the shared facilities.
4. Electrical & DG panel room.
5. Space earmarked at lower ground level for shared services namely fan room/electrical room etc.
6. Space earmarked in the ground level for Electrical transformer with transformer.
7. 33 KV electrical substation and HT panel room in the ground level of the premises.
8. HSD yard in the ground level.
9. Joint Security cabin at entry gate, if any.