

BOOKING LETTER (_____)

To

Date : / /

 _____,
 _____,

Re: **Offer of Provisional Booking of the Bungalow No.**
 _____ 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 Row House/Bungalow 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 in the Act which includes exclusive use of Balcony admeasuring _____ Sq.Ft and also exclusive use of Front Yard area (which includes Car Parking Area) admeasuring _____ Sq.Ft and the Backyard area admeasuring _____ Sq.Ft and the Roof admeasuring _____ Sq.Ft and Additional Backyard 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 **ROW HOUSE/BUNGALOW**) in Second Phase of the

Row House/Building Complex named "_____" under construction at the captioned land having Holding No. _____, Mouza _____ (JL No.74), P.S _____, together with the right of entrance, exit and/or right of way in the Complex Common Parts (hereinafter referred to as the **ROW HOUSE / BUNGALOW**) 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 Row House/Bungalow demarcated in the Block Plan showing the allotted Unit is annexed hereto and marked **ANNEX-B**.

The price of the said Row House Bungalow is Rs. _____/- (Rupees

_____) only as per the following details:

Row House/ Bungalow No.	
Carpet Area of Flat (approx. Sq. Ft.)	
Exclusive Balcony (approx. Sq. Ft.)	
Type & No. of Car Parking Spaces (Closed / In-Stilt)	
Consideration Amount (Rs.)	
Other Charges (Rs.)	
GST as applicable (Rs.)	
Total Consideration Value (Rs.) (Excluding GST, Stamp Duty, Registration Fees and other charges or cesses.)	

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 Row House/Bungalow 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 Booking letter(Less EOI)	+GST	
On Agreement	+GST	
On Completion of Ground floor slab casting of said Row House/Bungalow	+ GST	
On Completion of 1 st floor slab casting of said Row House/Bungalow	+ GST	
On Completion of Roof casting of said Row	+ GST	

House/Bungalow		
On Completion of Brickwork of said Row House/Bungalow	+ GST	
On Completion of Flooring of said Row House/Bungalow	+ GST	
On Completion of Finishing work of said Row House/Bungalow	+GST	
On or before possession	+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 _____ days of the demand notice being made:

(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) ____KW power back-up will be provided. The above Items will be paid by the Allottee within _____ 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 "**JOYVILLE SHAPOORJI HOUSING PRIVATE LIMITED**" and drawn on any Bank in _____ and shall be deposited with or sent by registered post to any of the following office:

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.

- I. The Governor of the State of West Bengal ("GOWB") was desirous of developing an integrated satellite township in West Howrah. Various parcels of land were acquired by GOWB and transferred to Kolkata Metropolitan Development Authority ("KMDA") for the purpose of development of the integrated satellite township in West Howrah ("said Larger Land").
- II. Kolkata West International City Private Limited (KWICPL) has been granted the said Larger Land under various lease deeds for development of the same as a Residential-cum-Commercial Township.
- III. By one such Deed of Lease dated 10th November, 2006 ("Head Lease") made between Kolkata Metropolitan Development Authority ("KMDA") therein referred to as the Lessor of the First Part, Kolkata West International City Private Limited (KWICPL), therein referred to as the Lessee of the Second Part and the Governor of the State of West Bengal (through its Principal Secretary, Urban Development Department) ("GOWB") therein referred to as the Confirming Party of the Third Part, and registered at the Office of the Additional Registrar of Assurances at Kolkata under Serial No.17015 for the year 2006, KMDA granted in favor of KWICPL a lease for 999 years commencing on and from the 10th day of November, 2006 in respect of all that the piece and parcel of land admeasuring 77.01 Acres or thereabouts situated at Mouzas Salap, Tentulkuli, Pakuria, Baltikuri, Khalia and Kona in the District of Howrah, together with all rights, easements and appurtenances thereto subject to the payment of the rents therein reserved and performance and observance of the covenants on the part of the Lessee therein to be performed and conditions therein contained, more particularly described in the Schedule thereunder ("hereinafter referred to as "the Demised Land").
- IV. In terms of the Head Lease, KWICPL is entitled to grant Sub-Lease and/or Under-Lease of any portion of the Demised Land and Building to be constructed thereon.
- V. KWICPL has started developing a Residential-cum-Commercial Township in phases named as "Kolkata West International City" (hereinafter referred to as "the Township") as per the Master Plan sanctioned and approved on 21st September 2005 and revised Master Plan sanctioned and approved on 12th

June 2013 and further revised Master Plan sanctioned and approved on 1st October, 2015.

- VI. Joyville Shapoorji Housing Private Limited (formerly known as Drashti Developers Private Limited (DDPL) is engaged inter alia in the business of building constructing, altering, acquiring, designing, erecting, establishing, equipping, developing, reconstructing, renovating, remodeling, rebuilding, undertaking, assisting, maintaining, managing, buying, selling, investing, leasing, letting on hire, commercializing, handling, controlling and acting as builders, civil engineers, architectural engineers, interior decorators, consultants, advisors, agents, brokers, supervisors, administrators, contractors, subcontractors, turnkey contractors, managers and dealers in all type of properties, real estate, buildings and structures including houses, apartments, bungalows, residential township and projects, commercial complexes, offices etc.
- VII. The Company in the meantime, has passed Resolutions of its members for change of its name from Drashti Developers Private Limited (DDPL) to "Joyville Shapoorji Housing Private Limited" ("JSHPL") and accordingly, "Fresh Certificate of Incorporation Pursuant to Change of Name"
- VIII. The Property is being developed and promoted by KWICPL/JSHPL (hereinafter collectively referred to as "the Promoter") in different phases and accordingly, handover of possession will also be phase-wise manner.
- IX. Further phases will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired and also future phases as defined herein based on sanctioned plan /modified plan and all phases will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act.
- X. The Allottees of Bungalows/Row Houses in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases 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 owners of the Bungalows and other spaces located in all the phases and also Future Phases as defined herein.
- XI. The allottees of the Row Houses/Bungalows 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.

- XII. All The Facilities and Amenities will be mutually shared by all the phases of the entire Row House Complex and with the progression of development 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 The Amenities may not be made available as soon as the initial phases are 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. In the absence of local law only, each Phase/Project will have a separate Association of Unit Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the entire Housing/Row House Complex including Future Phases.
- XIII. Till such time the Mother/Apex Association takes over the entire administration, the Allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses (CAM) and common services of all common amenities and 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, basic infrastructure etc and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, 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 Mother/Apex 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 Mother/Apex Association is formed, the Promoter shall act as the Apex Association and on the formation of the Mother/Apex Association, the Promoter shall withdraw itself from such role and hand over the responsibility to the new body.
- XIV. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement

etc shall be provided by the Promoter to the Allottees of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

- XV. The promoter has obtained the final layout plan approvals for various parts of this project/phase from Sanctioning Authority. 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.
- XVI. The Promoter has also made out proposed lay-out plan showing proposed development as disclosed by the Promoter in his application / registration before WBRERA 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.
- XVII. The Allottee is made aware that the occupants of Row House/Bungalows in other phases of 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 of other parts/phases and also the FUTURE PHASES as defined hereinabove of the Project (Project Common Areas, Amenities and Facilities).
- XVIII. 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 hereunder. No substantial or significant changes will be done. Since the entire Row House/Bungalow Complex 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.
- XIX. The Allottee agrees and understands that All the standard fitting, interiors furniture, kitchenette and fixtures and dimension provided in the show/model Row House/Bungalow exhibited at the site only provides a representative idea and the actual Row House 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.

- XX. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allottees of the entire Housing Project with further future extensions.
- XXI. Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any major variation / alteration / modification in this phase.
- XXII. 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.
- XXIII. To use the said Row Houses/Buildings for residential purposes and not for other purposes whatsoever without the consent in writing of the Promoter/Association.
- XXIV. The total price for the (Row House/Bungalow) based on the carpet area which includes cost of Row House/Bungalow, cost of exclusive balcony or verandah area, proportionate cost of common area, taxes, maintenance charges breakup and description is more fully described in **Schedule**.
- XXV. The Row House/Bungalow 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.

XXVI. 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, sewerage, drains and others.

XXVII. The Promoter will hand over possession of the Row House/Bungalow 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**).

XXVIII. 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.

XXIX. 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 Allotment.

XXX. The Allottee are notified that the set format of the Agreement for Allotment shall not be amendable under any circumstances.

XXXI. 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.

36. **RESERVED RIGHTS OF THE PROMOTER:**

Since the entire Row House/Building Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.

The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by allottees of the adjoining phase/project.

The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Row Houses/Bungalows.

The Promoter its successors and assigns are hereby permitted, at their own expense to construct further Row Houses/Bungalows 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 Row House/Bungalow.

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 Agreement for Allotment to be executed. As per EOI **you were required to visit the Project Web-Site and read the Agreement for Allotment 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 along with 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 Allotment 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 _____ days you need to register the Agreement for Allotment 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 Allotment is not executed by you and both are not sent to us within _____ 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:

SCHEDULE-A

PART –I

(THE PORJECT LAND)

SCHEDULE -B

(THE COMMON AREA/COMMON PARTS & FACILITIES)

(Common Parts , Portions and Amenities)

SCHEDULE -C

(SPECIFICATION)