

To :

1) _____,

Residing at _____

2) _____,

Residing at _____

Dear Sir,

: Booking Letter for **Flat No.....** on **Floor** in **Block No.....** in the scheme known as **"SHYAM VIHAR"** constructed on the Freehold Non-Agricultural Residential and Commercial Use Land bearing Revenue Survey No.786/1/1, admeasuring 15075 sq.mtrs. PAIKI admeasuring 3759 sq.mtrs. (Net Final Plot Area) allotted in lieu of Revenue Survey No.815/PAIKI of Mouje Naroda of Asarwa Taluka (Old Taluka Ahmedabad City- East) in the Registration District of Ahmedabad and Sub- District of Ahmedabad - 6 (Naroda) situated at Naroda, Ahmedabad.

You have submitted your application (said **"APPLICATION"**) to us for allotment of an Flat as detailed below ;

Particulars

Details

Flat No. :-

Area :-

Name of the project :-

Address of the project :-

_____ Sq. Mts. (Carpet)

"SHYAM VIHAR"

Opp. Shyam Residency, Naroda,
Ahmedabad.

We hereby acknowledge and admit the Receipt of Rs...../- (Rupees Only) from you towards earnest money deposit for booking the flat from us.

This is record that we have given inspection to you of the Conveyance Deed and all other documents, letters, papers and writings in relation to our title as well as plans sanctioned by the Ahmedabad Municipal corporation (for short, the AMC) designs, specifications, etc, as required under the provisions of Gujarat Town Planning and Urban Development Act, 1976, and the Rules framed there under (hereinafter referred to as the said Act) and you have perused all the documents related to our title to the above land and approved plan along with commencement certificate issued by the AMC. And further, the model Agreement of sale to be executed between you and us and the future development plan on the said Unit as stated in the model Agreement. You have satisfied yourself that our title of the property is clear and marketable. No further requisition In response to your request, We, **M/s. NILKANTH BUILDERS,,** a partnership firm (herein after referred to as " the promoters") have reserved for you the above mentioned Shop/Office/Flat for the lump sum price of Rs...../- (Rupees

..... Only) subject to the following terms and conditions.

1. You will pay to us lump sum price of Rs...../- (Rupees
...../-) (i.e. approx 10% of the value of the said property) in consideration of sale of the said Flat/Shop by us to you.
2. The selling price agreed as above with you i.e the Purchaser has been worked out after considering and factoring in the input credit available on input materials as stipulated under the recent provisions of GST Act, 2017.
3. Over and above the lump sum price herein before mentioned, (a) you will have to bear and pay wholly and exclusively GST, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature levied/charged or to be levied/charged by the State and/or the Central Government or any other competent Corporation in respect of this transaction i.e. purchaser of the said unit from us, (b) you will bear and pay all the stamp duty and registration charges payable on the Agreement for Sale to be executed between us and you and (c) other charges mentioned in the model Agreement of Sale draft of which you have seen and approved.
4. You shall pay to us the aforesaid lump sum price of the said unit in the

5. installments as per the payment schedule option (As per ANNEXURE-A) selected as set out hereunder and agreed between us. However, the Vendor reserves right to revise, decide and agree to an another or different suitable payment schedule, other than what is stated in **Annexure "A"** subject to the consent of the Purchaser, during the course of this agreement from time to time. In addition to the sale price, you shall also bear and pay further amounts and charges more particularly set out in **Annexure "B"**. Please note that it has been specifically agreed and understood between you and us that the payment of installments on time is the essence of the contract. If payment is not received within stipulated period given in the "Installment Call Notice", the allotment will be cancelled and ___ % percent of the price of the said unit/a lumpsum amount of Rs. _____, will be forfeited and the balance amount will be refunded without any interest. Alternatively, interest as per rules will be charged. The discretion will rest absolutely with the Vendor. Interest on delayed payments can be charged alongwith installments or at the time of transfer/possession of the said unit as per the discretion of Vendor. You are also required to note that the delay in payments of the installments shall cause the delay in handing over possession of the said unit to you beyond the proposed completion period as mentioned herein under.
6. If there is more than one Purchaser, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.
7. We have today handed over to you printed draft Agreement to Sell proposed to be according to the Gujarat Stamp Act, 1958. You are requested to pay to the State Govt. required stamp duty as per Law and call on us in our office for its execution at an early date. You are further requested, upon getting the Agreement duly stamped and executed between us and you, to present to the Sub-Registrar of Assurance the same for the purpose of registration as required at your earliest and inform us confirming having presented to the Sub-Registrar of Assurance for the purpose of registration so as to enable us to admit the execution of the same before Sub- Registrar of Assurance at our end.

8. You shall not be entitled to sell and/or transfer your right, title, interest and benefits under this letter of Booking and or Agreement of Sell to be executed and registered to any third party without NO OBJECTION CERTIFICATE from us. We shall be entitled to charge the transfer fee for giving such NO OBJECTION CERTIFICATE (NOC). You shall not be entitled for grant of such 'No Objection Certificate' (NOC) unless and until you pay all sums payable to us till then.
9. Due to modification and or Amendment of GDCR, if any change in the approved plan is required to be made by the AMC or by the Architects or the Promoters, resulting in reduction or increase the area as mentioned above, no claims, monetary or otherwise will be raised or accepted except that the lump sum price as mentioned above will be reduced or increased on prorated basis.
10. The Project Reg. Under RERA vide Reg. No
11. You shall observe and abide by all the terms and condition mentioned herein before and also contained in the model Agreement of Sell.

The Said Land is bounded as under:-

On or Towards East :- Survey No.786/1/1
Paiki On or Towards West :- 12 Mtrs. Road
On or Towards North :- 12 Mtrs.
Raod On or Towards South :-
A.M.C. Plot

Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.

Thanking you,
You're faithfully,

For, NILKANTH BUILDERS,

Partner

I Accept

Witness