

DRAFT OF BOOKING LETTER

To

Date:

Dear Sir,

Sub.: Booking letter for Unit No..... in the building known as “EARTH PLAZA” situate, being and lying at all that piece or parcel of freehold Non -agricultural use land bearing amalgamated revenue Block no. 246/3/1 admeasuring 2131 sq.mtrs. and revenue Block no. 246/3/2 admeasuring 225 sq.mtrs. covered within the limit of town planning scheme no. 24 and Final Plot no. 107 paikie was given and area thereof fixed to 1962 sq.mtrs. of mouje Mota varachha of Adajan Taluka in the Registration District of Surat and Sub District of Surat-4 (Katargam)

This is with reference to your request/offer to purchase from us a Unit No. admeasuring carpet area of Square Mtrs., being and lying all that piece or parcel of freehold Non -agricultural use land bearing amalgamated revenue Block no. 246/3/1 admeasuring 2131 sq.mtrs. and revenue Block no. 246/3/2 admeasuring 225 sq.mtrs. covered within the limit of town planning scheme no. 24 and Final Plot no. 107 paikie was given and area thereof fixed to 1962 sq.mtrs. of mouje Mota varachha of Adajan Taluka in the Registration District of Surat and Sub District of Surat-4 (Katargam) .

We hereby acknowledge and admit the receipt of Rs...../- (Rupees.....Only) from you towards earnest money deposit for booking the Unit 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 Surat Municipal Corporation (for short, the SMC) 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 pursued all the documents related to our title to the above land and approved plan along with commencement certificate issued by the SMC and further the model agreement of sale to be executed into between you and us and the future Development plan on the said plot as stated in the model agreement. You have satisfied you self that our title of the property is clear and marketable. No further requisition regarding the same shall be entertained.

In response to your request , We (herein after referred to as “the promoters”) have reserved for you the above mentioned Unit for the lump sum price

Rs...../- (Rupees.....Only) subject to the following terms and conditions.

- 1 You will pay to us lump sum price of Rs...../-(RupeesOnly) in consideration of sale of the said Unit by us to you.
- 2 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.
- 3 You shall pay to us aforesaid lump sum price of the said unit in the installments as per the payment schedule set out hereunder. Please note that it has been specifically agreed and understood between you and us that the payment of installment 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 20 percent of the price of the said unit 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 Promoters. Interest on delayed payments can be charged along with installments or at the time of transfer/possession of the said unit as per the discretion of Promoters. 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.
- 4 If for any reason whether within or beyond our control the whole or part of the projection is abandoned, no claim will be preferred except that your money will be refunded as per rules.
- 5 We hereby further record that we shall be tentatively handing over possession of the above said Unit to you on or about subject to “FORCE MAJURE” clause as contained in our Model Agreement of Sale, shown to you. For any reason, if we are unable to give you possession of the said unit, you will be paid back whatever money you paid to us as per rules.
- 6 We have today handed over to you printed draft Agreement to sale proposed to be executed between us and you for the purpose of getting the said agreement stamped 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 of the purpose of

registration so as to enable us to admit the execution of the same before Sub-Registrar of Assurance at our end.

- 7 You shall not be entitled to sell and/or transfer you right, 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.
- 8 Due to modification and or amendment of GDCR, if any change in the approved plan is required to be made by the SMC 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 prorata basis.

PAYMNT SCHEDULE

Sr. No.	Stage	Percentage
1.	Booking	10%
2.	At the time of Agreement to Sell	20%
3.	Within 45 days from the date of Booking	65%
4.	At the time of Possession	5%
	TOTAL	100%

(Rupees_____Only)

- 9 You shall observe and abide by all the terms and condition mentioned herein before and also contained in the model Agreement of Sell.

Thanking you,

Yours faithfully,

For, ARTH ENTERPRISE

Authorized Partner

I Accept

Witness

.....

.....