

DRAFT WITHOUT PREJUDICE

Date: ____/____/____

Ref. No. _____

To,

_____ (Name of the Purchaser)

_____ (Address)

Dear Sir/Madam,

Sub: Booking/Allotment letter of Flat No. ____ on the _____ floor in tower ____, more particularly described in second schedule, in the scheme “**Brookfieldz Devbhumi Residency**” with RERA Registration no. **PR/GJ/VADODARA/VADODARA/Others/RAA07320/140820** situated on Land more particularly described in First schedule below

1. We, M/s Keshavam Infrastructure, a partnership firm having its place of business at: “17/18 Saptagiri Complex, opp. The Gateway hotel, near akota gardens, akota, Vadodara – 390020” (PAN : AAVFK2976N) through its authorised partner Munjal Vipul Thakkar, Aged Adult, Occupation: Business, Resident: 9, Shivam Enclave, Near Citizens Society, Atmajyoti Ashram Road, Ellora Park, Vadodara - 390023, hereinafter referred to as the “Land Owner/Promoter/vendor”) are lawfully vested with and are the lawful owner and is seized and possessed of, or otherwise, well and sufficiently entitled to all those pieces and parcels of part Non-Agricultural (hereinafter referred to as the “Project Land” and more particularly evinced and described in the FIRST SCHEDULE herein).
2. We intend to construct a multi-storeyed building namely “**Brookfieldz Devbhumi Residency**” consisting of residential Flat(s) with common amenities/areas/facilities, basement parking, terrace etc. The said project is located on 36 Mtrs. Wide roads near tulsidham char rasta, manjalpur, Vadodara.

3. Pursuant to this land, an Order of District Collector, Vadodara dated 10/10/2016 bearing no. N.A./S.R./722/2016 no. Jamin-D/kalam-65/vashi/7716 to 7723/16 was passed wherein Non-Agricultural Use Permission had been granted for the Project Land admeasuring 1,01,87 Sq. Mtr. for Commercial/residential purpose, and entry to that effect was entered in the revenue records on 07/01/2017 vide mutation entry no. 9707.
4. Subsequently, the Project Land was sold and conveyed in favour of the Promoter by (1) rasikbhai rambhai patel, (2) dineshbhai harmanbhai patel, & (3) jashbhai harmanbhai patel vide a Sale Deed dated 30.06.2020 registered at the Office of Sub-Registrar of Assurances under serial no. 6068. The said event was entered in the revenue records on 06/07/2020 vide mutation entry no. 9895.
5. In pursuance of what is stated herein above, the Promoter became the lawful and absolute owner of the Project Land; Furthermore a construction permission has also been obtained on the said project land from Vadodara Mahanagar Seva Sadan, which has granted permission for carrying out development as per the lay out and building plans, elevations, sections and details submitted to it by the promoter for development on the Project Land for construction of a commercial Scheme, vide Commencement Letter (Rajachitthi) under No. 241/WARD-4/2019-2020 Issued dated 29/02/2020 followed subsequently by revised commencement letter (Rajachithi) under no. SHB-19/WARD-4/2020-2021 dated 26/11/2020.
6. On demand, we have given you the inspection of all title documents relating to the property, permissions given by the concerned authorities and the plans, designs and specifications prepared by the architect and structural engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder;
7. We are pleased to inform you that upon considering your application and subject to the terms & conditions appearing hereinafter, **M/s Keshavam infrastructure** (hereinafter referred to as "the vendor/promoter") has provisionally allotted **Flat No._____ in tower _____** on the _____ **floor** to you in the said building; subject to the terms and conditions contained herein. We shall at any time be entitled to

vary and modify the plans in respect of the said building and/or amenities provided as may be required by the concerned authority; for which you have granted us your unconditional and irrevocable consent. We are also agreeable to grant you the permission/right to park one vehicle in car parking areas; either mechanical or otherwise in the said property. The car parking number shall be assigned and communicated by the society/association of members/promoter. Parking facility/space will be provided for the flat(s) in the project below the tower(s) in the basement or at the ground level in the extra common space (excluding walking tracks & space/lobbies between towers etc.). The allotment will be done by the society/association of members/promoter with mutual understanding & convenience or by the way of draw allotment, as may be deemed fit by the society/association/promoter. It is not necessary/feasible that all the members /flats would get identical and even parking space and of his/her/their choice and location. The effort will, however, be to provide the best possible parking design/layout within the space & resource available in the campus so to accommodate vehicles with comfort to the extent possible. The **Carpet Area** of said Flat(s) allotted to you, is approximately _____ Sq. Mtrs (I.e. _____ sq. Ft.) with balcony admeasuring _____ sq mtrs (I.e. _____ sq. Ft.) and wash area admeasuring _____ sq mtrs (I.e. _____ sq. Ft.). **TOGETHER WITH** rights and proportionate interest in the common parts, parking area, portions, areas, facilities, and amenities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest in the Project Land, the sale consideration payable for the said Flat(s) is **Rs. _____/- (Rupees _____ only)**. This allotment shall be subject to payment of other charges, taxes, levies etc. to be paid by you for acquiring the said Flat as appearing hereinafter.

8. The amount paid along with the Application/booking Form shall be treated as your Earnest Money towards acquisition of the said Flat and you shall pay the balance of the Sale Consideration in accordance with the Payment Plan annexed hereto as **Annexure 'A'**. The other charges that are payable by you at the time of execution of Sale Deed towards acquisition of the said Flat over and above the Sale

Consideration are annexed hereto as **Annexure 'B'** and the same are acceptable to you. You are aware that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income tax act, 1961. You shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts, and other relevant documents relating to each payment to us as per the provisions of the income tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or penalty levied by the concerned authority/ies in respect thereof. It has been agreed that the time of payments of all amounts mentioned herein, including the given below instalment(s), is of essence of the contract. It is further agreed that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us within 15 days from the date of notice/intimation; failing which you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount at the rate of State Bank of India's highest MCLR (Marginal cost of lending rate) plus 2% per annum for the delayed period.

9. Please note that if any of the cheques or other instruments of payment issued by you are dishonored caused by any reason whatsoever, then the vendor/promoter shall be fully entitled, at its sole discretion, to levy penal interest calculated @ State Bank of India's highest MCLR (marginal cost of lending rate) + 2% per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with interest thereon and including any other charges/interest that may be charged by the Bank, if any.
10. Without prejudice to the rights of promoters to charge interest upon the purchaser(s) committing default in payment on due date of any amount due and payable by him/her/them (including proportionate share of taxes levied by the concerned local authorities and other outgoings) and upon the purchaser(s) committing two defaults of payment of instalments; the promoters shall at its own discretion, may terminate this agreement; provided that the promoter shall give notice of 15 (fifteen) days in writing to the purchaser(s) by registers post AD or by

e-mail at address provided by him/her/them, of the promoter's intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the purchaser fails to rectify the breach or breaches mentioned therein within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this agreement. Provided further that upon termination of this agreement as aforesaid, promoter shall refund to the purchaser(s) amount paid by him/her/them without any interest (subject to adjustments and recovery of earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination/cancellation of this agreement, in case of termination/cancellation of the booking, amount of 10%; or as per deduction allowable in bye-laws of RERA (Real Estate Regulatory Act); of the basic amount would be charged as the “**Booking cancellation amount**” in addition to the above charges. Thereafter, the balance of payments received until then from the purchaser(s) and or financier/bank will be refunded back without interest after the said Flat(s) is re-booked/sold and payments thereof received (new booking). GST paid/payable (Including GST paid directly/ payable by the promoters from input credit) will not be refunded by the promoters. The Agreement to sale would resultantly be terminated/cancelled by the promoter. Charges for the termination/cancellation of agreements, if any, will be borne by the purchaser(s).

11. This allotment is subject to your making timely payments and complying with all your obligations, terms and conditions, more particularly described in **Annexure 'C'** hereto. Also the Allottee(s) have/has checked and verified all the documents related to project like title clearance report of the land, land documents, approved plans, specifications of the flat, list of common areas and amenities in the project, draft Agreement for Sale, draft Sale Deed while booking the said flat any you confirm herewith that you are satisfied with it while signing this allotment letter. The vendor/promoter shall execute an agreement to sale in favour of you, the purchaser if required, however If you fail to comply with any of your obligations under the transaction as mentioned herein or otherwise including further timely

payments of the sale consideration as aforesaid then the vendor/promoter shall be fully entitled, at its sole discretion at any stage to cancel the Allotment/Booking of the said Flat and shall forfeit the Earnest Money paid hereunder.

In token of your confirmation of the above, please return duplicate copy of this letter duly signed by you.

Thanking You,

Yours sincerely,
KESHAVAM INFRASTRUCTURE

Through its Authorized Signatory
(_____)

Authorized Signatory

Encl: As above.

I accept the above terms & conditions

Name of Purchaser:

Signature of Purchaser

FIRST SCHEDULE

All those pieces and parcels of part Non-Agricultural land admeasuring about 3056 sq. mtrs. being part 2 out of the total land bearing Final Plot No. 9+24 admeasuring in aggregate to 6112 sq. mtrs. of proposed Town Planning Scheme No. 29 allotted in lieu of Survey No. 101,102/2 and 106/2 P2 admeasuring about 10187 sq. mtrs. situated within the limits of the Village: Manjalpur, Taluka: Vadodara in the Registration District Vadodara and Sub District: Vadodara.

EAST : Part 1 land of remaining of F.P. no. 9+24
WEST : 7.50 mtrs wide road
NORTH : Land bearing survey no. 84
SOUTH : 7.50 mtrs wide road

SECOND SCHEDULE

Residential flat bearing No. _____ in Tower _____ on the _____ floor of carpet area admeasuring sq. meters (l.e. _____ sq. Ft.) with balcony admeasuring _____ sq mtrs (l.e. _____ sq. Ft.) and wash area admeasuring _____ sq mtrs (l.e. _____ sq. Ft.) Totally admeasuring _____ sq. Mtrs. (l.e. _____ sq. Ft.) on the floor constructed on a portion of the Project Land and proportionate right in common areas of the said Building namely passage, foyer, terrace, stairs, lifts etc. along with stipulated undivided interest in the land beneath the super structure of said Building, and bounded as follows:

EAST :
 WEST :
 NORTH :
 SOUTH :

ANNEXURE – A

BALANCE PAYMENT SCHEDULE AFTER 10% BOOKING AMOUNT

On or Before Date	Amount to be paid (Rs.)
At excavation stage	Rs. _____ (15% of total sale consideration as mentioned above)
At plinth stage	Rs. _____ (15% of total sale consideration as mentioned above)
At ground floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At first floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At second floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At third floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At fourth floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At fifth floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At sixth floor stage	Rs. _____ (6% of total sale consideration as mentioned above)

	above)
At seventh floor stage	Rs. _____ (6% of total sale consideration as mentioned above)
At flooring finishing stage	Rs. _____ (6% of total sale consideration as mentioned above)
At work completion stage	Rs. _____ (6% of total sale consideration as mentioned above)
TOTAL Rs.	Rs. _____

ANNEXURE B
OTHER CHARGES TO BE PAID

Details of charges	Amount to be paid (Rs.)
Legal and miscellaneous charges	
Govt. Cess, stamp duty and/or registration duty	
Energy meter, water and other deposits/charges	
Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed @ Rs. ____ per sq mtr per month on carpet area for ____ months/ lump-sum maintenance deposit	
total	

Note:

1. Any other incidental or consequential charges, if any, shall be charged extra

ANNEXURE - C
TERMS AND CONDITIONS OF ALLOTMENT

- (a) The Sale Consideration of the Said Flat is Rs._____ (**Rupees** _____ **only**). As on the date hereof the Purchaser has paid a sum of Rs._____ (**Rupees** _____ **only**) as an Initial Payment (hereinafter referred to as "**Earnest Money**") and being Part Payment out of Total Sale Consideration of said Flat. The Purchaser hereby agrees to pay to the vendor/promoter/Owner the Balance Payment/Amount of the Sale Consideration of Rs._____ (**Rupees** _____ **Only**) (hereinafter referred to as the "**Balance Sale Consideration**") for the purchase of the Said Flat in the manner set out in the **Annexure–A** mentioned hereinabove; Price of the Flat(s) may not necessarily be same/at par with that of other Flat(s) of the project. It would vary depending upon market conditions and various other factors/considerations. The promoters reserve the right to fix/determine the price, which may vary from Flat(s) to Flat(s)
- (b) Unless otherwise mutually agreed by the parties, only upon the payment of the Balance Sale Consideration and other charges the execution/registration of the Sale Deed in favour of the Purchaser with respect to the said Flat ("**Sale Deed**") shall be executed by the vendor/promoter. The purchaser shall have to adhere to the payment schedules as given above, irrespective of whether or not the project is running on schedule (+/-), as payable schedules and demand thereof are linked to stage wise completion of work.
- (c) The purchaser shall execute and register the agreement for sale within 30 days from the date of payment of 10% (or as mutually agreed upon) of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register agreement for sale as aforesaid, then we shall be entitled to cancel this allotment.
- (d) The Purchaser shall make payment of the Sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of "**Keshavam infrastructure MCA**" payable at Vadodara. The other payments with regard to amount towards Security Deposit, advance running maintenance, share contribution, legal

charges, society admission fee, proportionate share of taxes, electricity charges, Municipal Corporation Charges, statutory dues etc. as provided in **Annexure–B** as “energy meter and other deposit/charges etc.” hereunder shall be payable by the Purchaser separately by Account Payee Cheques and/or Demand Drafts and/or Pay Orders (including remittances from abroad) in favour of **a separate account** payable at VADODARA whereas the maintenance charges/deposits shall be payable by the Purchaser separately by Account Payee Cheques and/or Demand Drafts and/or Pay Orders (including remittances from abroad) in favour of **a separate account** payable at VADODARA. The amounts mentioned in the Annexure – B hereto is indicative.

- (e) The detailed terms of the sale/transfer of the said flat shall be incorporated in agreement to sale (“Agreement”). The agreement shall include the entire understanding as regards the sale of the flat to you and shall be governed by the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made there under. Provisions of this allotment letter shall be deemed to be incorporated into the agreement. However in case of any conflict between the provisions of the agreement and this letter of allotment, the provisions of the agreement shall prevail.
- (f) The Purchaser shall pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, in connection with the documents to be executed at the time of registration of the Sale Deed whenever the same is executed along with the same applicable on the booking form, this letter and the said agreement;
- (g) The Purchaser shall bear and pay all applicable taxes/levies/cesses and/or any increase thereto including Goods and Services Tax, maintenance, development, MGVL, stamp duty, registration deeds, advocate/legal fees and stationery/photocopying/misc. Expenses, local taxes, water charges, insurance, incremental charges, duties, cess and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the vendor/promoter or before sale deed/possession including but not restricted to applicable taxes on sale of the

Flat by the vendor/promoter or on account of change of user of the said Flat of the Purchaser;

- (h) The Purchaser shall not have any right to transfer, assign, purport to sell or part with Purchaser's interest or benefits vide this letter of the said Flat; until the full purchase consideration is paid by him/her/them i.e. the purchaser(s) and only after obtaining our prior written consent. This letter is issued to record the understanding between parties and to reserve the allotment of the said Flat(s) to you, in accordance with the terms and conditions of this letter. However, it is hereby clarified that this letter if allotment does not create or vest any title in the Flat(s) or any common areas in you. It is understood that you are paying the consideration amount your own legitimate resources.
- (i) The purchaser(s) has further confirmed to us, the promoter, that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
- (j) Upon termination of this allotment, the Purchaser shall have no right, title and interest in the said Flat nor any claim of any nature whatsoever against the promoter except in respect of the balance amount payable, if any; and the vendor/promoter shall be at liberty to dispose off and sell the said Flat(s) to such person and at such price as the vendor/promoter may in its absolute discretion think fit.
- (k) All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of this commercial understanding between us. This allotment shall be subject to Vadodara jurisdiction only.
- (l) The purchaser(s) shall also have to tender project protection/security deposit of Rs. 25,000/- (Rupees Twenty five thousand) by way of undated cheque as security against violation of guidelines for fit-outs/exterior work etc. The deposit will be held by the promoter till the scheme is completed. In case of any violation and/or damage caused, the cost of rectifying/amending the same will be

deducted/adjusted from the deposit and the balance thereafter would be refunded (without interest). In case the cost exceeds the deposit amount, the purchaser(s) will have to bear/pay the same separately (over and above the deposit).

- (m) In case the purchaser wishes to avail finance from his/her employer or bank/finance Company etc., the responsibility of the promoters is restricted to providing the requisite papers/documents. It will be the purchaser(s) responsibility to get the loan(s) sanctioned and disbursed, and comply with the terms and conditions of the payment, as per schedule of the payments.

The promoter/vendor hereby declares that the floor space index available as on date in respect of the project land is 11001.60 sq. Mtrs only and promoter/vendor has planned to utilize floor space index of 6883.94 sq. Mtrs by availing TDR/FSI available on payment of premium or FSI available as incentive FSI by implementing various schemes as mentioned in the development control regulations or based on expectation of increased FSI which may be available in future on modification to development control and regulations, which are applicable to the said project/scheme. The promoter has disclosed the Floor space index (FSI) of 4117.86 sq. Mtrs as proposed to be utilized by him on the project land in the said project and allottee(s) has agreed to purchase the said Flat based on the proposed construction and sale of Flat carries out by the promoter by utilizing the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to the promoter only. The promoter/vendor shall not have any claim over F.S.I., i.e. additional F.S.I and Terrace rights after Building Use Permission/completion certificate has been obtained. Such rights if any will be enclosed by the association/society of buyer upon the issuance of completion certificate/Building use permission from competent authority(s).