

Ref. No. _____

Dated: _____

To,

_____ (Name of the Purchaser)

_____ (Address)

Dear Sir/Madam,

Sub : Booking/Allotment of Shop/office No. _____ in the scheme "Brookfieldz 9 TO 5"

with **RERA** **Registration** **no.** _____

PR/GJ/VADODARA/VADODARA/OTHERS/CAA06317/111119

_____ **situated on**

1. **Land more particularly described in schedule below.** We are pleased to inform you that upon considering your application and subject to the terms & conditions appearing hereinafter, _____ (hereinafter referred to as "the vendor/promoter") has provisionally allotted shop/office No. _____ to you. The **Carpet Area** of said shop/office allotted to you, is approximately _____ Sq. Mtrs. **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 area of undivided land share will be transferred to the respective occupants as and when decided by government in future. The sale consideration payable for the said shop/office 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 shop/office as appearing hereinafter.
2. The amount paid along with the Application Form shall be treated as your Earnest Money towards acquisition of the said shop/office 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 shop/office over and above the Sale Consideration are annexed hereto as **Annexure 'B'** and the same are acceptable to you. In the event of you failing to pay the balance consideration and the other charges in time or if there is any delay on your part in making payment of any installment and/or other charges, in accordance with the Payment Plan, you shall be charged interest @ prevailing 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 which is duly acknowledged by you.

3. 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 @ prevailing 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, in case of cancellation of the booking, amount of 10%; or as per deduction allowable in bye-laws of RERA (Real Estate Regulatory Act); of the booking amount would be charged as the "**Booking cancellation amount**".
4. 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 shop/office, list of common areas and amenities in the project, draft Agreement for Sale, draft Sale Deed while booking the shop/office and you confirm herewith that you are satisfied with it while signing this allotment letter. The vendor/promoter shall execute a 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,
SHREE JALA ASSOCIATES

Through its Authorized Signatory
(_____)

Authorized Signatory

Encl : As above.

I accept the above terms & conditions

Name of Purchaser:

Signature of Purchaser

SCHEDULE OF PROPERTY

All those pieces and parcels of part Non-Agricultural land admeasuring about 1481.48 sq. mtrs. out of the total land bearing Final Plot No. 176 admeasuring in aggregate to 13,640.00 sq. mtrs. of Town Planning Scheme No. 13 allotted in lieu of Survey No. 925 & 925/2 totally admeasuring about 14,873.00 sq. mtrs. situated within the limits of the Moje Village: Gorva, Taluka: Vadodara in the Registration District Vadodara and Sub District: Vadodara, Gujarat.

EAST	:	45.00 Mtr wide road
WEST	:	Final Plot no. 176 paiki
NORTH	:	Final Plot no. 175
SOUTH	:	Final Plot no. 176 paiki

ANNEXURE – A

OTHER CHARGES TO BE PAID

Details of charges	Amount to be paid (Rs.)
Legal charges	At actual
Maintenance charges	Rs. ____/- per sq. ft. Of allotted shop/office area
Govt. Cess, stamp duty and/or registration duty	As per prevailing rates
Energy meter and other deposits/charges	
TOTAL Rs.	

1. The Allottee has paid on or before execution of this agreement a sum of **Rs. _____/- (Rupees _____ Only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs. _____/-** in the following manner :-

On or Before Date	Amount to be paid (Rs.)
<u>On or Before excavation stage</u>	Rs. _____ (10% of total sale consideration as mentioned above) (not exceeding 10% of the total consideration)
At excavation stage	Rs. _____ (15% of total sale consideration as mentioned above) (not exceeding 30% of the total consideration)
At plinth stage	Rs. _____ (10% of total sale consideration as mentioned above) (not exceeding 45% of the total consideration)

At ground floor stage	Rs. _____ (10% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At first floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At second floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At third floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At fourth floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At fifth floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At Sixth floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At Seventh floor stage	Rs. _____ (06% of total sale consideration as mentioned above)(<u>not exceeding 70% of the total consideration</u>)
At masonry stage	Rs. _____ (4% of total sale consideration as mentioned above) (not exceeding <u>75</u> % of the total consideration)

At plaster stage	Rs. _____ (4% of total sale consideration as mentioned above)(<u>not exceeding 75% of the total consideration</u>)
At completion stage before sale deed	Rs. _____ (<u>Balance amount</u> 5% of total sale consideration as mentioned above)
TOTAL Rs.	Rs. _____

ANNEXURE - C
TERMS AND CONDITIONS OF ALLOTMENT

- (a) The Sale Consideration of the Said shop/office 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 shop/office. 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 shop/office in the manner set out in the **Annexure–A** mentioned hereinabove;
- (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 shop/office (“**Sale Deed**”) shall be executed by the vendor/promoter.

- (c) 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 **“Shree Jala Associates”** 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 **Shree Jala Associates** 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 _____ payable at VADODARA. The amounts mentioned in the Annexure – B hereto is indicative.
- (d) The terms and conditions mentioned herein shall stand merged into Sale Deed executed by the vendor/promoter as regards to the said shop/office;
- (e) The Purchaser shall pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of the Sale Deed whenever the same is executed;
- (f) The Purchaser shall bear and pay all applicable taxes/levies/cesses and/or any increase thereto including Goods and Services Tax, 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 including but not restricted to applicable taxes on sale of the shop/office by the vendor/promoter or on account of change of user of the said shop/office of the Purchaser;
- (g) The Purchaser shall not have any right to transfer, assign or part with Purchaser’s interest or benefits of the said shop/office;

- (h) Upon termination of this allotment, the Purchaser shall have no right, title and interest in the said shop/office and the vendor/promoter shall be at liberty to dispose off and sell the said shop/office to such person and at such price as the vendor/promoter may in its absolute discretion think fit.

(i) The promoter/vendor hereby declares that the floor space index available as on date in respect of the project land is 5333.33 sq. Mtrs only and promoter/vendor has planned to utilize floor space index of 4045.77 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 1287.55 sq mtrs as proposed to be utilized by him on the project land in the said project and allottee has agreed to purchase the said shop/office based on the proposed construction and sale of shop/office carries out by the promoter by utilising the proposed FSI and on the understanding that the “declared” proposed FSI shall belong to the promoter only.

situated on the Plot bearing C.N. No/CTS No./Survey no./Final Plot no 176, R.S.NO. 925, O.P. NO. 143, T.P.NO. 13 demarcated by its boundaries (latitude 22.332140 and longitude 73.158640 of the end points) F.P.NO. 175 to the North- , F.P.NO. 176 to the South 40 MTS. ROAD to the East F.P.NO. 176 to the West of Division VADODARA village GORWA taluka VADODARA District VADODARA PIN 390003 admeasuring 1481.48 sq.mts. area being developed by SHREE JALA ASSOCIATES (Promoter’s Name)

EAST

WEST

NORTH

SOUTH

