

PRATIMA CONSTRUCTION

Off Add : Flat No 204 Rajhans Society , Dattwadi Khargaon Kalwa Thane -400605

Ref. No. _____

PROVISIONAL LETTER OF BOOKING

To,

.....

_____.

(Name and Address of the Customer)

Re: Flat/Shop bearing No. _____, admeasuring approx sq. ft. carpet Area on the floor in _____Wing of Building No. _____, in our project known as "CELOSIA AVENUE" to be constructed on all that piece and parcel of land bearing Surve No 146 Hissa No 3,4,6,8 and 10 of Dawlae Village,- Thane -400612

Dear Sir/Madam,

1. You have approached us and shown your keen interest to invest in and purchase the above flat/shop in our Project known as "CELOSIA AVENUE" and requested us to issue provisional letter of booking in your favour for the same.
2. As desired by you and pursuant to your request, we hereby inform you that we are agreeable to provisionally book a Flat/Shop bearing No. _____, admeasuring _____sq. ft. (carpet area) on the _____ floor, in the _____ Wing of Building No. _____ in our project known as "CELOSIA AVENUE" proposed to be constructed on all that piece and parcel of land bearing Surve No 146 Hissa No 3,4,6,8 and 10 of Dawlae Village,- Thane -400612 (hereinafter referred to as the "**said Premises**"),

provided and subject to permission, approval and sanction of the plans and modification/amendment etc thereof received from time to time from THANE MUNICIPAL CORPORATION OF THE CITY OF THANE (TMC), any other competent authority and also subject to performance and compliance by you of all the terms and conditions contained herein under. We hereby reserve our right to amend, modify or vary the layout and building plan(s) for any reason whatsoever such as for Architectural amendment, amendment due to requirement of local authority or otherwise and in that event if the area of the said Premises increases or decreases then the consideration shall vary proportionately and in the event there is an increase then you have to pay the differential amount to us or in the event if area is decreased, then we shall refund/give credit for the difference amount to you.

3. Prior to the execution of this Provisional Letter of Booking, we have informed you that our project is registered under the provisions of Real Estate Regulation Act, 2016 and all title documents, title certificate and all other related papers and documents pertaining to our title in the said Premises and/or the land and/or the said Project and /or in respect of the project are uploaded on RERA website by us and despite the above at your request we have provided to you inspection of all title documents, title certificate and all other related papers and documents pertaining to our title in the said Premises and/or the land and/or the said Project and /or in respect of the project. Further, you have also at your own cost, charge and expense independently carried out complete due diligence in respect of our title to the said Premises and/or the said land and/or the said Project and after having accepted our title and being fully satisfied with the same, you have executed this Provisional Letter of Booking and you hereby undertake, agree, confirm, declare, warrant and covenant with us that you shall not raise any requisition or objection of any nature whatsoever or howsoever in respect of our title to the said Premises and/or the said land and/or the said Project and/or any part or portion thereof at any time in future.
4. On execution of this writing you have paid to us Rs. _____/-(Rupees _____Only) (after deducting Tax Deducted at Source @ 1% as per the provisions of the Income Tax Act) being the Earnest Amount. The total Purchase Price

for the said Premises is Rs. _____/- (Rupees _____ only), which is exclusive of taxes and other charges, deposits, etc and is subject to clause 2 above. As per our mutual understanding, you have agreed to pay us, the purchase price in the manner set out herein below:

Sr. No.	Particulars	Amount in Rupees
1.	Earnest Money (10%)	
2.	Upon Execution of Agreement for Sale (50%)	
3.	Plinth (10%)	
4.	2 nd RCC Slab (5%)	
5.	4 th RCC slab (5%)	
6.	6 th RCC slab (5%)	
7.	8 th RCC slab (5%)	
8.	Completion of Brick work (2%)	
9.	Completion of Internal Plaster (2%)	
10.	Completion of External Plaster (2%)	
11.	Completion of Tiling and Flooring (2%)	
12.	Installation Electric Fitting (1%)	
13.	On Possession	
	Total	

5. If you deduct applicable Tax Deducted at Source (TDS) @ 1% or at such other applicable rate as may be amended/modified from time to time by the Income Tax authorities as per the provisions of the Income Tax Act, 1961, then you shall be liable and obliged to simultaneously deposit the amount of TDS so deducted to our credit i.e. credit of M/s. Pratima Construction with the income-tax department and immediately provide proof of deposit of TDS to us. You shall provide the TDS certificate to us within 15 (Fifteen) days from the date of deduction of TDS amount by you, without any delay or demur.
6. The timely payment of (i) the above instalments, (ii) deduction, deposit of TDS to our credit with the income tax authorities and providing TDS certificate to us, (iii) payment of all amounts mentioned in this Provisional Letter of Booking (iv) payment of all charges, taxes, levies, cess and duties as and when applicable or as and when demanded by us and (v) deposits as mentioned in clause 16 hereinafter in terms of this Provisional

Letter of Booking and execution and registration of the Agreement for Sale by you within due time shall be the essence of this Provisional Letter of Booking.

7. It is hereby agreed that you shall within 7 (seven) days when called upon by us to do so, would execute and register Agreement for Sale in respect of the said Premises, failing which we shall at our sole discretion be entitled to terminate and cancel this Provisional Letter of Booking, without any further reference to you and we shall further be entitled to allot, deal with and sell the said Premises to another person or party, which allotments, sale, etc shall be subsisting and binding on you.
8. It is hereby agreed that you shall within 7 (seven) days when called upon by us, and/or from the date of our demand, immediately make payment towards (a) each of the instalments and all amounts as stated therein and/or hereinabove, (b) all amounts mentioned in this Provisional Letter of Booking and (c) all taxes, cess, levies and duties, payable in terms of this Provisional Letter of Booking, failing which simple interest @ 12%p.a. shall be charged and if the payment is further delayed beyond 15 (Fifteen) days then we shall at our sole discretion (but shall not be obliged to) be entitled to terminate and cancel this Provisional Letter of Booking, without any further reference to you and we shall further be entitled to allot, deal with and sell the said Premises to another person or party, which allotments, sale, etc shall be subsisting and binding on you.
9. Upon termination and cancellation of this Provisional Letter of Booking, (i) you shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever or howsoever either against us or against the said Premises and/or any part or portion thereof and/or under the present understanding and (ii) we shall be fully entitled to deal with and dispose of the said Premises to any other person/s or party as we deem fit without any further act or consent from you, which allotments, sale, etc shall be subsisting and binding on you and out of and from the sale proceeds received by us from the new purchaser, we shall refund to you the instalment amount without in any manner or otherwise being liable or obliged to pay any interest thereupon to you.

10. It may be noted, that upon termination and cancellation of this Provisional Letter of Booking, we will be entitled to retain as cancellation charges, such amount as stated herein below:

- (a) a minimum of 5% of the purchase price or all such losses and damages suffered in the sale of the said Premises to the new purchaser, whichever is higher;
- (b) The balance, if any, shall be refunded to you without in any manner or otherwise being liable or obliged to pay any interest thereupon to you after the said Premises has been sold to a new purchaser and all the amounts including the consideration in respect thereof has been received by us from the new purchaser. However, any profits arising from the sale of the said Premises to the new purchaser shall be to our credit. Upon termination and cancellation of this Provisional Letter of Booking by you, you shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever or howsoever either against us or against the said Premises and/or any part or portion thereof and/or under the present understanding and we shall be fully entitled to deal with and dispose of the said Premises to any other person/s or party as we deem fit or proper without any further act or consent from you, which allotments, sale, transfer, etc shall be subsisting and binding on you and out of and from the sale proceeds received by us from the new purchaser, we shall refund to you the instalment amounts paid by you without any interest thereupon (after deducting cancellation charges mentioned hereinabove). You agree and confirm that the cancellation charges constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to us and that the same shall be in the nature of liquidated damages and not penalty.

11. We are agreeable to book the said Premises for you on the basis of your following representations, assurance, declaration, warranties and covenants that:

- a. you are not prohibited from acquiring the said Premises under any law or otherwise;

- b. you have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
 - c. no receiver and/or liquidator and/or official assignee and/or insolvency professional or any person is appointed in your case or for all or any of your assets and/or properties;
 - d. none of your assets/properties are attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
 - e. you have not received any notice from either the State or the Central Government of India and/or from abroad for your involvement in any money laundering or any illegal activity and/or declaring you to be a proclaimed offender and/or no warrant is/has been issued against you;
 - f. no execution or other similar process is issued and/or levied against you and/or against any of your assets and properties;
 - g. you are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months.
12. It is further agreed between us and you agree and confirm that we have agreed to book the said Premises for you in reliance of the accuracy of the representations, assurance, declaration, warranties and covenants which we consider and you agree to be an important and integral part of this transaction:-
- (a) you shall not be entitled to assign your right (if any) under this Provisional Letter of Booking to any person(s) for any reason whatsoever and howsoever;
 - (b) you shall not sell, transfer, deal with or otherwise dispose off in any manner howsoever or whatsoever, the said Premises and/ or any part thereof to any person without first obtaining our written consent in writing and payment of transfer fees to us by you and subject to compliance by you with all the other terms and conditions contained in our written consent. This term is one of the fundamental terms and the essence of the contract;

- (c) in the event of any sale / transfer of the said Premises by you, we are entitled to the right of first refusal in respect of the said Premises.
13. You agree, confirm and declare that you have been apprised and made aware that:
- (a) The building(s) and/or the land(s) wherein the said Project is located, shall be developed by us in a phase-wise manner and such phase-wise development of the said Lands and/or the buildings and/or the project, will take substantial long period of time and that we the Developer at our sole discretion and in the manner we deem fit and proper will make necessary amendments or substitution of the sanctioned plans, layouts and designs from time to time as may be required by the Government, TMC, or any other local authority or as may be required by us in respect of the said land to enable us to utilize all the FSI (including but not limited to basic FSI and/or TDR FSI and/or fungible FSI (if any) and/or premium FSI and/or FSI by howsoever or whatsoever name called or FSI of whatsoever and howsoever nature or form) that may be available now or available in future from the said lands and/or elsewhere and/or on account of Transfer of Development Rights (TDR) generated from the said lands or purchased from the market and/or any other rights, benefits including on account of public car parking scheme or any floating rights which is or may be available in respect of the said lands or any potential that is or may be available on account of the existing provisions of law or any amendments/ modifications thereto under the law including in Development Control Regulations available now or available in future in respect of the said lands and until the same is utilized/ consumed by us on the said lands and upon completion of construction of the buildings on the said lands, sell and transfer of all flats, shops, units, office, premises, apartments, car parking spaces, etc and execution of deed of conveyance by the Owner in respect of the said lands in favour of apex society of each society formed for each of the building in the said lands and/or such organisation as we the Developer in our sole and absolute discretion determine.;
- (b) Before taking possession of the said Premises, you shall be liable for payment of monthly common maintenance/service charges, as may be fixed from time to

time, as also such other charges and/or deposits, like property taxes, electricity deposits, share money, society formation charges, development charges, apex society formation charges, corpus funds, maintenance deposits, etc, all of which shall be in addition to the purchase price/ sale consideration in respect of the said Premises mentioned herein.

14. The detailed terms and conditions of the sale, which have been discussed and agreed upon between us, shall be set out, in an Agreement for Sale which you shall execute immediately upon being called upon to do so in terms of clause 5 above and the stamp duty and registration charges and all other incidental cost, charges and expenses payable on the Agreement for Sale shall be paid and borne by you. This Provisional Letter of Booking is subject to the terms and conditions of the Agreement for Sale.
15. The completion of work may be delayed due to any act of God or act of State or force majeure or riots or any natural calamity or any objection of TMC and/or municipal authorities or any other authorities or any new legislation or condition imposed by TMC or Municipal or government authorities or non-availability of steel, cement, and other construction materials or for any other reason or circumstances beyond our control and/or otherwise. In such an event you shall not be entitled to claim any damages whatsoever from us.
16. At the time of execution of Agreement for Sale, you have agreed to pay to us various refundable/ non-refundable and non interest bearing deposits such as share money deposit, electricity meter deposit, water meter deposit, development charges, security deposits, legal fees, betterment charges, society/condominium formation charges, apex society formation charges and other expenses, etc tentative details whereof are mentioned in Schedule A hereto, however we reserve our right to amendment and modify the same from time to time at our sole and absolute discretion.
17. If we are unable to give possession of the said Premises on or before _____ to you on account of any reasonable cause or circumstances beyond our control

including but not limited to reasons mentioned hereinabove, we at our own discretion or on demand made by you in writing refund to you the instalment already received from you in respect of the said Premises (save and except amounts received towards goods and service tax and/or any other tax, etc) together with simple interest @ 12% p.a. and we shall be entitled to deal with and dispose of the said Premises to any person or party as we may desire in our sole and absolute discretion and you shall have no right, interest, claim, demand or dispute of any nature whatsoever either against us or against the said Premises in any manner whatsoever and you undertake not to make any claim or demand in respect of the same against or from us.

18. No mortgage/lien/creating third party right is permissible on this Provisional Letter of Booking.
19. Stamp Duty and Registration Charges as applicable from time to time shall be borne and paid by you exclusively on the agreement for sale to be executed between ourselves. It has been agreed that all taxes, duties, cesses (whether applicable/payable now or become applicable/payable in future) including ("GST") or any Govt./ local body taxes/levies/duties or any other indirect taxes etc. on all amounts payable under this Provisional Letter of Booking or otherwise and/ or on the transaction contemplated herein shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. You shall indemnify and keep us indemnified for any loss, damage, harm, cost, claim, charge, expense, interest, penalty caused to or suffered by us if the said taxes, duties and/or levies are not paid by you.
20. Notwithstanding what is stated under this Provisional Letter of Booking or under any provisions of the law, it is hereby clarified that nothing under this Letter of Booking shall create or confer in your favour any kind of right, claim and interest in the said Premises and/or any part or portion thereof until Agreement for Sale is executed and registered by and between us and we are in receipt of the entire purchase price/ sale consideration, all instalments, deposits, contributions, liquidated damages, charges, taxes, duties and levies and all other amounts (including but not limited any interest and

penalty accrued thereupon) in terms of this Letter of Booking and the agreement for sale to be executed by and between us.

21. All letters, circulars, receipts and/or notices issued by us and dispatched under Registered A. D. to your address known to us shall be sufficient proof of the receipt of the same by you and shall completely and effectively discharge us. For this purpose, you have given us the address specified below:-

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22. You have put your signature at the foot of this Letter of Booking in acknowledgement, confirmation and acceptance of all the contents and terms and conditions mentioned hereinabove.

Dated this _____ day of _____ 20____

Yours Faithfully,
For M/s. Pratima Construction,

[Partner]

I/We acknowledge, confirm and accept all the contents and terms and conditions mentioned in this Letter of Booking.

[Name of the Purchaser(s)]