

Swara Management Consultancy LLP

RERA REDGE NO :- _____

Date: _____

To :

Dear Sir,

Sub. : Booking Letter for **Flat No.** _____ in Block No. "_____" admeasuring about _____ sq.mts. (Carpet Area Including _____ sq.mts. wash yard and _____ sq.mts. Balcony) situated on the _____ Floor in a scheme to be known as **"SWARA SKY GREENS"** and situated at - Non-Agricultural Land bearing Revenue Survey No. 185/2, Town Planning Scheme No. 19 (Memnagar) and Final Plot No. 252 was given in lieu thereof and area thereof fixed to extent of 2694 sq.mts. (covered within the limit of City Survey Ahmedabad-19, and City Survey No. 4447 was given in lieu thereof and area thereof fixed to the extent of 3035.50. sq.mts.) of Mouje Shekhpur-Khanpur of Sabarmati Taluka in Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar)

This is with reference to your request/offer to purchase from us a **Flat No.** _____ in Block No. "_____" admeasuring about _____ sq.mts. (Carpet Area including balcony and wash area) situated on the _____ Floor in a scheme to be known as **"SWARA SKY GREENS"** constructed on the Survey No. 185/2, Town Planning Scheme No. 19 (Memnagar) and Final Plot No. 252 was given in lieu thereof and area thereof fixed to extent of 2694 sq.mts. (covered within the limit of City Survey Ahmedabad-19, and City Survey No. 4447 was given in lieu thereof and area thereof fixed to the extent of 3035.50. sq.mts.) togetherwith undivided and undemarkated share in the said land admeasuring _____ sq.mts. of Mouje Shekhpur-Khanpur of Sabarmati Taluka in Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar) and situated at - _____.

The said Flat is bounded as follows :

On or towards the North : By _____

On or towards the South : By _____

On or towards the East : By _____

On or towards the West : By _____

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

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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 GMC) 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 GMC 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 yourself 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 Vendor") have reserved for you the above mentioned 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/-) in consideration of sale of the said Flat by us to you and after receiving 10% of earnest money we will execute registered Agreement to Sell in favour of 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 the 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 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 10 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 alongwith 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 Flat to you on or about 31/12/2027 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 Sell proposed to be executed between us and you for the purpose of getting the said

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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 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.

7. 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.
8. 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 prorate basis.

PAYMENT SCHEDULE

- i. Amount of Rs...../- (.....) (not exceeding 10% of the total consideration) to be paid at the time of Booking
- ii. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- iii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- v. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vii. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- viii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- ix. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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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,

Your faithfully,

For, "SWARA MANAGEMENT
CONSULTANCY LLP"

Authorized Partner

I Accept

Witness
