

BOOKING LETTER

Date:

To,
Mr/Mrs./Ms.
(Address)
Telephone/Mobile number
Pan Card No.:
Aadhar Card No.
Email ID:

Re: Booking of Industrial Unit/s in Block ‘A’ proposed to be constructed on all that piece and parcel of land all that piece or parcel of leasehold land known as Plot No. EL-237 in the Trans Thane Creek Industrial Area within the village Limits of MAHAPE and within the limits of Navi Mumbai Municipal Corporation Taluka and Registration, Sub-District Thane District and Registration District Thane containing by ad-measurements 86053 square meters or thereabouts (hereinafter referred to as **“the said Land”**).

Block ‘A’	Size (Sq. Ft.)	Rate per Sq. ft.	Total Amount (INR)
Floor			

Sir/Madam,

I. BOOKING OF THE SAID UNIT/S:

- a. Pursuant to the Direct Lease executed by and between Maharashtra Industrial Development Corporation, therein referred to as the *Lessor* and herein referred to as **MIDC** and India Jewellery Park Mumbai, therein referred to as *Lessee* and herein referred to as **IJPM**, IJPM is granted lease of the said Land for construction of the Jewellery Park, for lease rent and premium and terms and conditions more particularly as recorded therein (hereinafter referred to as **“the said Direct Lease”**)
- b. In that regard, we hereby agree to allot you on sub-lease basis Industrial unit admeasuring _____ sq. ft. Built up / Carpet area on ___ floor in Block A (**“SAID UNIT”**), being developed on the said Land for a total consideration of Rs. _____ (Rupees _____ Only) exclusive of Goods and Service Tax (**GST**), stamp duty and registration charges.

II. ALLOTMENT OF PARKING SPACE(S):

Further, we hereby allot along with the said Unit, car parking space(s) at level basement/podium (**“the said Car Parking Space”**) on the terms and conditions as shall be enumerated in the Agreement for Sub-Lease to be entered into between ourselves and yourselves. The Car Parking Spaces shall be earmarked at the time of entering Agreement for Sub-Lease.

III. RECEIPT OF EARNEST MONEY:

- a. You have requested us to consider payment of the booking amount/ advance payment

in stages which request has been accepted by us and accordingly, we confirm to have received from you an amount of Rs. _____ Rupees _____ Only) (**“EARNEST MONEY”**) being 10% of the total consideration value of the said Unit as booking amount/advance payment. The payment details are as follows:

Sr. No	Cheque No.	Date	Bank	Amount (in Rs.)
Total				

The Schedule of payment agreed between us for the payment of the Sale consideration is as under time being of the essence. The balance payment of the total consideration shall be as per the schedule linked to stage of construction as recorded in the Agreement for Sub-Lease.

- b. It is agreed that time is of essence of this allotment letter. You have further confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that the particular stage of construction is commenced or completed [**“DUE DATE”**]. However, it is agreed by you that the failure to receive notice from us requiring such payment shall not be plea or an excuse for non-payment of any amount or amounts on their respective dates.
- c. All payments by the applicant shall be made to the IJPM through demand drafts / cheques / RTGS / NEFT / ECS/payment gateway (available on website) in favour of **“INDIA JEWELLERY PARK MUMBAI”**.
- d. IJPM Bank Details –

Company Name	India Jewellery Park Mumbai
Bank	ICICI Bank Ltd.
Branch	Bharat Diamond Bourse
A/c No.	121701001403
IFSC Code	ICIC0001217
A/c Status	Saving A/c

- e. PARTICULARS OF THE APPLICANT
My / Our details are as follows –

APPLICANT NAME	
NAME OF THE COMPANY/FIRM/LLP/OPC/OTHER	
DATE OF BIRTH / REGISTRATION	
ADDRESS	
MOBILE NO	
EMAIL ID	
OWNERSHIP DETAILS	
GJEPC MEMBER	
PAN /TAN /CIN NUMBER	

- f. IJPM shall not be responsible towards any third-party making payment / remittances on behalf of the Allottee and such third party shall not have any right in the allotment / leasing of the Unit(s) applied for herein in any way. IJPM shall issue receipt for payment in favour of the Allottee only.

IV. DISCLOSURES OF INFORMATION:

We have made available to you the following information namely:-

- a. The proposed plans, layout plans, along with specifications.
- b. All disclosures of the Project have been made to you and IJPM has also satisfactorily answered all your queries in respect of the said Project. You have agreed to offer for allotment after you being satisfied with the disclosures of the Project and by your own independent diligence and satisfaction and not on basis of our representation.
- c. You are aware that we are yet to submit the plans for sanction of the Authorities.
- d. Prior to entering the Agreement for Sub-Lease, IJPM shall furnish the sanctioned plans of the Project and also the said Unit.
- e. Allottee hereby confirms that it is in the business of Gems and Jewellery and has submitted the relevant proof of the same at the times of entering this Allotment Letter.

V. TERMS OF BOOKING :

- a. This allotment letter does not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documentation. i.e. Agreement for Sub-Lease is executed.
- b. The allotment of the unit(s) is entirely at the discretion of IJPM. The unit(s) are restricted to specific use as mentioned and the Allottee is bound to use the unit(s) for designated purpose only. The Allottee has examined the plans, designs and specifications of the unit(s) which are tentative and agree that IJPM may effect such variations and modifications therein as may be deemed necessary in the interest of the Project or as may be done by any competent authority. The Allottee agrees that no claim, monetary or otherwise will be raised in case of any change in location and/or area of the Unit(s). It is clarified that the initial rate of deposit/booking of the Unit(s), will be applicable on the final area which can be slightly less or more than the area mentioned above.
- c. The Allottee has seen and accepted the plans, designs, specifications which are tentative, and the Allottee is accepting this provisional allotment with the full knowledge about the building plans, proposed specifications, location of the Unit(s), buildings, floor plans and other such terms and conditions. However, the same are tentative and may be changed, altered, modified, revised, added, deleted, substituted or recast as the IJPM may consider necessary or as directed by the concerned Competent Authority and/or Architect, at any time after the building plans for the Project are

sanctioned and till the grant of occupation certificate by concerned Competent Authority. The Allottee has in token of his / her / their / its acceptance of various layout plans of the said unit(s) to be situated in the Indian Jewellery Park Mumbai and specifications, signed and executed and the Applicant shall not raise any dispute / claim against the IJPM in this regard at any time whatsoever. The Allottee hereby gives his/her/their/its consent to such variation/ additions/alterations and modifications.

- d. IJPM shall have the right to effect suitable and necessary changes / alterations / modifications/ adjustments / variations / amendments and / or revisions in the layout plans in the building or block of buildings of the Project, if and when found necessary, which alterations may involve all or any of the following changes (including but not limited to) viz. change in the position of the Unit(s), change in the number of the unit(s) / or change in its dimensions or change in the height of the Commercial Complex / Project or the building or change in its area. The Allottee understands that to implement any or all of the above changes, supplementary agreements, if necessary, will be executed and further agrees to execute other such documents to effectuate such understanding. The Allottee further agrees and understands that if there is any increase /decrease in the super area, their rate per square foot and other charges will be applicable to the changed area i.e. at the same rate at which the Unit(s) was booked. In the event of any increase in the super area, IJPM shall be entitled to recover from the Applicant the additional price and such other proportionate charges, costs and expenses as the case may be.
- e. The allotment herein is subject to force majeure clause which inter-alia includes delay on account of non-availability of the steel and / or cement and / or other building materials, water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by IJPM, civil commotion or by reasons of war, enemy action, earthquake or any act of God or if non delivery of possession is as a result of any notice, order, rule or notification of the Central or State Government and / or any other public competent authority or for any other reason beyond the control of IJPM and in any of the aforesaid events IJPM shall be entitled to a reasonable extension of the time for delivery of possession of the unit(s). for any of the aforesaid event, the IJPM shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the unit(s) on account of force majeure circumstances and in such eventually the Allottee (s) will not claim any amount of money by way of refund / damages / compensation / interest, etc. from the IJPM. In case of the IJPM abandoning the scheme for any reason beyond its control then the IJPM'S liability shall be limited to the refund of the amount paid by the Allottee as per the terms of Allotment Letter without interest. It is further categorically understood by the Allottee(s) that IJPM as a result of any contingency including force majeure reserves its right to alter, add or vary the terms and conditions of the allotment or if the circumstances beyond IJPM'S control so warrant, IJPM may suspend the project / scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Allottee for the period of delay / suspension of scheme.
- f. That the transfer / assignment of the Unit(s) including rights as Allottee(s) herein, Allottee(s) shall require prior written permission, which will be at the sole discretion of IJPM and if permitted, the Transferor / transferee has to pay the transfer charges of the Unit(s), at the time of the said transfer. Any change in the name of the Allottee(s) (including addition/deletion) as registered with IJPM will be deemed as transfer for the purpose. Further, the transfer of Unit(s) shall also be subject to the transfer charges of MIDC as per its policy and terms and conditions.

- g. In case of death of the Allottee(s), the allotted Unit(s) would be transferred to the legal heir(s) of the Allottee(s) on submission of the required documents, as per Law.
- h. The Allottee hereby agrees to comply with all the prevailing laws applicable in respect of the Unit(s), the terms and conditions of the Direct Lease granted by MIDC including but not limited to provisions of, Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and their Rules, Notifications etc., and the Allottee(s) shall always remain solely responsible for the consequence of non-compliance of the aforesaid Acts/Rules or any other applicable provisions.
- i. This Allotment Letter is deemed to have been issued at the registered office of IJPM and contract is deemed to have been entered into and within the jurisdiction of the registered office of IJPM and thus Court having territorial and monetary jurisdiction over the registered office of IJPM shall have exclusive jurisdiction thus the Courts at Mumbai shall have exclusive jurisdiction in case of any dispute. The cause of action will be deemed to have arisen within the jurisdiction of registered office of IJPM and parties elect the same as exclusive jurisdiction.
- j. The illustrations and pictures are only representational purpose and do not constitute any representation of any nature with regards to the Project. Allottee is has not accepted the Allotment on basis the illustration and pictures in the advertisement, brochure, and pamphlets.

VI. ENCUMBRANCES:

IJPM hereby confirm that the said Unit is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Unit. However, IJPM shall be availing of project finance from Banks / Institutions for the Project.

VII. FURTHER PAYMENTS:

Further payments towards the consideration of the said Unit shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the Agreement for Sale to be entered into between ourselves and yourselves.

VIII. POSSESSION:

The said Unit along with the parking spaces(s) shall be handed over to you as per the terms and conditions as more specifically enumerated / stated in the Agreement for Sub-Lease to be entered into between ourselves and yourselves.

IX. INTEREST PAYMENT:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

X. OTHER PAYMENTS:

All statutory charges, GST, other taxes, cess including any enhancement thereof and/or other levies demanded or imposed by the concerned authorities shall be payable by the Allottee(s) from the date of booking as per demand raised by IJPM.

XI. THE AGREEMENT FOR SUB-LEASE AND BINDING EFFECT:

The Agreement for Sub-Lease to be entered into between ourselves and yourselves shall be forwarded to yourselves once the same is prepared and finalized by the Advocates for IJPM. The Agreement for Sub-Lease shall be in the format as approved by MIDC and will be same for all the allottees.

XII. EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SUB-LEASE:

- i) You shall pay the stamp duty and necessary incidental charges, execute the Agreement for Sub-Lease and appear for registration of the same before the concerted Sub-Registrar within a period of 15 (Fifteen) days from the date as may be communicated to you. However, in the event the booking amount is collected in stages and if the Allottee fails to pay the subsequent stage instalment, IJPM shall serve upon the Allottee a notice calling upon the Allottee to pay the subsequent stage instalment within 30 (Thirty) days which if not complied, IJPM shall be entitled to cancel this Allotment letter.
- ii) On cancellation of the Booking Letter, IJPM shall be entitled to forfeit the amount paid by the Allottee or such amount and mentioned in the Table enumerated in Clause IX whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.
- iii) If you fail to execute the Agreement for Sub-Lease and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 30 (Thirty days) the date as may be communicated to you, IJPM shall be entitled to serve upon you a notice calling upon you to execute the Agreement for Sub-Lease and appear for registration of the same within further 15 (Fifteen) days, which if not complied, IJPM shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount of the cost of the Unit and the balance amount if any due and payable shall be refunded without interest within 90 (*ninety*) days from the date of expiry of the notice period.
- iv) In the event the balance amount due and payable referred in Clause XII (ii) above is not refunded within 90 (*ninety*) days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

XIII. VALIDITY OF BOOKING LETTER:

This Booking letter shall be valid till the execution of the Agreement for Sub-Lease or prior termination by Parties in accordance and terms of this Booking Letter.

XIV. HEADINGS:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

XV. KYC:

KYC documents of the Allottee (i.e. GST registration number, PAN, AADHAR, Resolutions, Authority etc.) are submitted to the IJPM. Allottee hereby declares and confirms the authenticity of the same.

Signature _____

Name _____

(Authorized Signatory)

(Email Id.)

Date: _____

Place: _____

CONFIRMATION & ACKNOWLEDGEMENT

We have read and understood the contents of this Allotment Letter and agree and accept the terms and conditions as stipulated in this allotment letter.

Signature _____

Name _____

(Allottee/s)

Date: _____

Place: _____

Promoter (s) / Authorized Signatory