

**PROVISIONAL ALLOTMENT LETTER FORTUNE HEIGHTS**

To,

Date: XX.XX.20XX

Re : Offer of Provisional Allotment of the Unit No. **XX** on the **XXth** Floor Building Block named "**X**".  
And Right to Use of Parking Space "**00 (Nil)**" no. ~~Open / Covered Car (s)~~ -At Fortune Heights, 168 Krishna Nagar Road, 24 Parganas (North), Barasat, Kolkata 700125.

Dear Sir /Madam,

We are pleased to inform you that with reference to your Application Form dated **XX/XX 20XX**, we are pleased to offer you for provisional booking / allotment for an apartment in the said Project Complex named Fortune Heights as follows:

**Residential Block X Floor XXth (xxxx) Flat No. XXX having**

Carpet Area (As per WBRERA)	:	000 sq. ft.
Balcony Area	:	00 sq. ft.
Built up Area of Flat (approximately)	:	000 sq. ft.
Chargeable Area for Maintenance	:	000 sq. ft.

The Total consideration (inclusive of the tax component) of the said Apartment is **Rs. 00,00,000/- (Rupees in words)**. Please refer **Annexure - I** for details of cost and the corresponding payment schedule.

Demand Notice shall be sent on completion of each required stage as it is a construction link payment and the allottee shall have to pay within **15** days from the date of such notice.

Timely payment is the essence of the allotment.

The following additional charges as stated below will also become payable on Notice of Possession.

- 1 Guarding Charges (if applicable) : In case possession is not taken within 2months of Clearance Certificate or Occupancy Certificate guarding charges at Rs.0000/- per month will be taken in addition to maintenance charge
- 2 Electricity Deposit : For Individual Meter deposit
- 3 Stamp Duty & Registration Fee : As applicable Rate determined by the Government at the time of Registration Fees on the agreement value or the Market Rate (whichever is higher)
- 4 Extra Work Charges : If the allottee wants to make any changes other than the standard specification of the project provided by the developer along with the applicable tax component

- 5 Transfer / Nomination Charges (allowed after XX month lock in applicable) : XX % of the Total Price or the Nomination Price whichever is higher, plus applicable taxes

**NOTE : 1**

It is presently envisaged that the entire Housing Complex to be developed on land presently by estimate 584.1 decimals more or less will consist of residential Units, club, banquets, sporting and / or leisure facilities, fitness centre and entertainment facilities, etc as may be permitted under the law (s) .

1. That the West Bengal Housing Industry Regulation Act, 2017 has been struck down by Hon'ble Supreme Court of India on 4.5.2021 in the case of Forum for People's Collective Efforts (FPCE) & Anr. v. The State of West Bengal & Anr.
2. That currently our project is neither registered with WBHIRA nor with RERA. However, We, Promoter/ Developer hereby agrees to register our project as per the Real Estate (Regulation and Development) Act, 2016 and abide by the rules, regulations and bylaws as and when framed/notified by the State of West Bengal.
3. That all necessary statutory approval required for construction of multistoried residential building has been obtained as required by laws in the State of West Bengal. We are developing this project as per RERA guidelines.

**NOTE : 2**

1. A PART OF Stamp Duty (2%) and Registration charges needs to be paid to Govt. of West Bengal at the time of registration of the agreement for sale. The Rest amount of Stamp Duty along with the registration charges shall be paid during conveyance on Notice of Possession. Stamp duty & Registration Charges to be paid by the buyer to the Court of West Bengal and shall be calculated on the agreement value or the market value whichever is higher.
2. Stand-by power supply to the said Flat from Diesel generation shall be provided in the following manner.

Flat Type	Power Back Up Allotted
1 Bedroom	000 Watt.
2 Bedroom	000 Watt
3 Bedroom	000 Watt
4 Bedroom	000 Watt

The payments are to be made by Pay Order / Demand Draft / Account Payee Cheque / Bank Transfer in favour of **Fortune Park Housing Projects Pvt. Ltd.**, and shall be deposited with or sent be registered post to any of the following offices”

1. Fortune Park Housing Projects Pvt. Ltd., B-1/2 Gillander House, Block – B, 1<sup>st</sup> Floor, 8 N. S. Road, Kolkata 700 001.
2. Project Site Office: Fortune Heights, 168 Krishna Nagar Road, P.O. & P.S. Barasat (New P.S. Duttapukur), Kolkata 700 125.

3. No Cash payment will be accepted.

**The Allottee before accepting this Provisional Booking Offer is made aware of the following facts and shall at all times be bound by the terms, conditions of sale as provided hereunder.**

1. The Owner(s) are seized and possessed of and / or sufficiently entitled to altogether a large tract of land measuring approx. 584.1 Decimals for making one big Housing Complex.
2. This Phase / Project of the Housing Complex is now being offered on Land measuring 0000.0 sq. m. more or less.
3. Further phase will be added in future at the discretion of the Promoter as per land already acquired and further to be acquired. And also future phase as defined herein and all phases will share the common amenities, facilities and services amongst each other. Other phase will be defined by Promoter from time to time and the Housing complex will be constructed phase-wise wherein each phase will be treated as a distinct Project as per WBHIRA/RERA as applicable rules, regulations and bylaws as and when framed/notified by the State of West Bengal.
4. Till such time the Mother / Apex Association takes over the entire administration, the allottees who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses (CAM) and common services of all common amenities and club The Mother / Apex Association will ultimately take over the administration of all the facilities and other common purpose as several service connections / facilities will be common to all the phases.
5. The clear block plan showing the Project (phase / wing) which is intended to be constructed and to be sold in this said. Phase / Project (project / wing) is clearly demarcated.
6. The Allottee is made aware that the occupants of apartments in other phases of the Entire whole Project including past and future phases shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually.
7. It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easement, rights and appurtenances belonging thereto shall be available mutually for use and enjoyment of the Allotees of the entire Housing Project with further future extensions.
8. The Promoter will hand over possession of the Apartment to the Allottee and also the Common facilities on the committed date of XX-XX-20XX plus 00 months' grace period (Completion date).

This offer letter of allotment of the aforesaid apartment is being sent to you in duplicate. Please retain one copy with you and sign and return the other copy as a token of your acceptance along with 10% of total consideration (inclusive of application money).

Please note this Provisional Allotment Letter will remain valid for 15 days within which time out the which time standard format the agreement for Sale must be executed by you and sent along with another 10% of total consideration.

Within 30 days of application, you need to register the Agreement for Sale failing which this Provisional Allotment will automatically stand cancelled and 10% of the total consideration shall be deducted as cancellation charges.

If Provisional Allotment Letter is not confirmed by you and also the agreement for sale is not executed by you and / or both are not sent to us within 15 days, the entire Application Money paid will be forfeited and we will be free to deal for that Unit with others.

Thanking you,

Yours faithfully

FOR FORTUNE PARK HOUSING PROJECTS PVT. LTD.

AUTHORISED SIGNATORY

I/We confirm and accept the allotment / Booking as stated above

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Signature of Sole / First Allottee

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Signature of Second Allottee

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Signature of the Third Allottee

Place: Kolkata

Date: