

**Allotment Date:**

**Ref:**

**Re: Allotment of Residential Apartment more particularly described in the First Schedule hereunder, being a part of the Real Estate Project namely "Siddha Suburbia" being sanctioned plan number 80/BPS/2018-19 dated 25.03.2019 to be developed by Siddha Town Baruipur LLP ("the Promoter")**

1. The Promoter is undertaking the development of land measuring Land measuring 103.7946 (one hundred and three point seven nine four six) decimal equivalent to 62.9058 (sixty two point nine zero five eight) *cottah* equivalent to 4200.422 (four thousand two hundred point four two two) square meter, more or less, comprised in R.S./L.R. *Dag* Nos.7, 8, 11, 13, 14, 15, 16, 17, 18, and 19 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1 and 1949, at *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, and within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas ("Project Property"), in a phase-wise manner ("Whole Project").
2. The development of the Block/Building Nos. 1E (namely Florencia), and 1F (namely Gardenia), *inter-alia* comprising of 2 (two) Ground+ 14 (G+14) storied residential buildings are presently being developed as a new phase on the Project Property being a part of the Real Estate Project namely "Siddha Suburbia" and proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' ("the Real Estate Project or Project") with the West Bengal Real Estate Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
3. The Promoter has agreed to allot the Residential Apartment and other appurtenances more particularly described in the First Schedule hereunder ("Said Apartment & Appurtenances") comprised in the Block and Building more particularly described in the First Schedule hereunder written (Said Block/Building) to the Allottee/s, at or for the price as defined in the First Schedule hereunder written (Sale Price), and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale (Agreement) submitted to the Authority as part of the Promoter's application with the Authority.
4. The carpet area of the Said Apartment as defined under the provisions of RERA, is more particularly described in the First Schedule hereunder written.
5. The Sale Price is required to be paid by the Allottee to the Promoter in accordance with the payment schedule as set out in the Second Schedule hereunder written. The Allottee has expressly agreed that the Allottee will have to pay a sum equivalent to \_\_\_ percent of the Sale Price as booking amount (Booking Amount) to the Promoter. The Allottee shall, simultaneously on execution of this letter of allotment, pay to the Promoter the entirety of the Booking Amount and the above allotment is subject to realization of the Cheque or Draft of **Rs. \_\_\_\_\_ /-(Rupees: \_\_\_\_\_)** paid by the Allottee as Booking Amount (not applicable to allottee who has paid in cash).
6. The Consideration Price includes taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Apartment And

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*A. Bhatia*

Authorised Signatory

Appurtenances and/or this letter of allotment (Letter). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including service tax, VAT, GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this letter of allotment and/or on the transaction contemplated herein and/or in relation to the Said Apartment And Appurtenances, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

7. Simultaneously with payment of the second installment of the Consideration Price as detailed in the Second Schedule hereunder written, the Parties shall execute the Agreement as required under RERA and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement. Simultaneously with payment of the second installment of the Sale Price as detailed in the Second Schedule hereunder written, the Parties shall execute the Agreement as required under RERA and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement. The promoter shall apply for registration of the Real Estate Project under the provisions of the Act once the website of the authority is active.

8. In addition to the Sale Price, the Allottee shall also pay to the Promoter, as and when demanded, the amounts mentioned in the Third Schedule, proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards extra charges (collectively Extras).

9. The Unit Price (excluding Goods & Service Tax) for the said Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and part of the extra charges so far computed is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the Goods and Service Taxes is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) ("Total Price")

10. In the event the Allottee does not make payment of any installment of the Consideration Price (prior to execution and registration of the Agreement) and/or in the event the Allottee refuses to execute and register the Agreement, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Consideration Price/parts thereof (the Interest Rate), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee (Default Notice), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee (Promoter Termination Notice), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the entire Booking Amount as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Letter, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper. In the event the Allottee does not make payment of any installment of the Sale

Price (prior to execution and registration of the Agreement) and/or in the event the Allottee refuses to execute and register the Agreement, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Price/parts thereof (the Interest Rate), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee (Default Notice), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee (Promoter Termination Notice), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit the entire Booking Amount as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Letter, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

**For Siddha Town Baruipur LLP**

Authorized Signatory

**Encl: As above**

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Meaning of certain terms and expressions)

Sl No	Terms and Expressions	Meaning
1	Said Apartment	Apartment No# ( ) on the __ Floor
2	Block & Building Name	
3	Carpet area of the Said Apartment as per RERA	_____ sq. ft.
4	Consideration Price	Rs. _____/- (Rupees: _____)
5	Bank Account of the Promoter	"Siddha Town Baruipur LLP Collection Escrow Account" Bank Name: _____ Current Account No: _____ Branch Name & Address: _____ Code: _____
7	Contact Details	Promoter's Email Id# _____ Promoter's Phone# _____ _____ Allotee's Email Id# _____ Allotee's Phone# _____ _____
8	PAN No.	Promoter's PAN # _____

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Schedule of Payment of the Consideration Price as payable by the Allotee/s)

For Block /Building No.

Payment Schedule	Amount
<b>On Application and booking</b>	<b>10 % of total consideration + Applicable Tax</b>
<b>On execution of Agreement</b>	<b>10 % of total consideration + Applicable Tax</b>
<b>On Commencement of Pilling of the Said Block/Building</b>	<b>10 % of total consideration + Applicable Tax</b>
<b>On Completion of Ground Floor Roof Casting</b>	<b>10% of total consideration + Applicable Tax</b>
<b>On Completion of 2nd Floor Roof Casting</b>	<b>10% of total consideration + Applicable Tax</b>

<b>On Completion of 4th Floor Roof Casting</b>	<b>10 % of total consideration + Applicable Tax</b>
<b>On Completion of 6th Floor Roof Casting</b>	<b>10 % of total consideration + Applicable Tax</b>
<b>On Completion of 8th Floor Roof Casting</b>	<b>5 % of total consideration + Applicable Tax</b>
<b>On Completion of 10th Floor Roof Casting</b>	<b>5 % of Total Price + Applicable Tax</b>
<b>On Completion of 12th Floor Roof Casting</b>	<b>5% of total consideration + Applicable Tax</b>
<b>On Completion of 14th Floor Roof Casting</b>	<b>5% of total consideration + Applicable Tax</b>
<b>On Completion of Flooring of the Said Apartment in the Said Block /Building</b>	<b>5% of Total Price + Applicable Tax</b>
<b>On Offer of Possession</b>	<b>5% of Total Price + Applicable Tax</b>

THE THIRD SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by the Allottee on account of Extra Charges)

**(i) Electricity** : obtaining HT/LT electricity supply from the supply agency, which is Rs. \_\_\_/- per square feet (Rupees \_\_\_\_\_) per square feet, based on the carpet area of Said Apartment , to the Promoter.

**(ii) Generator** : stand-by power supply to the Said Apartment from diesel generators, @ Rs.25000/- (Rupees Twenty Five Thousand) per 1 (one) KVA, to the Promoter

**(iii) Maintenance Charges for Common Areas** : the proposed monthly maintenance charge will be fixed prior to issuance of possession notice. Further, Common Area Maintenance (CAM) deposit @ Rs. \_\_\_/- (Rupees \_\_\_\_\_) per square feet on carpet area of the Said Apartment shall be paid by the Allottees prior to the date of handover of possession of the Said Apartment .

**(iv) Electricity Meter for Common Areas** : security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.

**(v) Betterment Fees** : betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Apartment And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.

**(vi) Legal Fees, Stamp Duty and Registration Costs:** the Allottees shall make payment of legal fees of, Advocates (**Legal Advisors**), who have drawn this Agreement and shall draw all further documents. The fee is Rs. \_\_\_/- (Rupees \_\_\_\_\_). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on or before the date of registration of the conveyance deed. Stamp duty/registration fees shall be paid at actuals and in terms of the E-Assessment Slip obtained from the Government of West Bengal, Directorate of Registration & Stamp Revenue Department and fixed miscellaneous expenses of Rs. \_\_\_/- (Rupees \_\_\_\_\_) for each registration and all other fees and charges, if any, shall be borne by the Allottees and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Legal Advisors directly.

**(vii) Advance Maintenance Charges** - This amount is payable against 24 (twenty four) months advance maintenance charges for the Said Apartment , to be adjusted with CAM bills to be raised at the rate as may be decided by the Promoter at the time of handover of possession.

**(viii) Association Formation Charges** -

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