

ALLOTMENT LETTER

Dated: ___/___/_____

To
Mr./Ms. _____

Allotment No. _____

Sub:- Allotment letter for the Apartment No. _____, of Phase - IV, within project 'PANTHANIWAS DOOARS', at Block No. _____ with or without open car parking space at Batabari, Dakshin Dhupjhora, P.S. - Matiali, Dist - Jalpaiguri - 735 206 more particularly and more fully mentioned in the Schedule A herein below, which is being a phase of the Real Estate Project registered with the West Bengal Real Estate Regulatory Authority (WBREERA) at Kolkata on _____ under Registration No. _____, being constructed on a demarcated area of land admeasuring 88.00 decimal more or less with common areas situate and lying at Batabari, Dakshin Dhupjhora, P.S. - Matiali, Dist - Jalpaiguri - 735 206 by M/S Sree Balaji.

Sir / Madam

We welcome you to be a part of Panthaniwas Dooars experience.

In response to your application dated _____, we hereby allot the above mentioned apartment subject to the general terms & condition furnished below:

1. M/S Sree Balaji is undertaking the development of the project Panthaniwas Dooars, in phase by phase manner and is hereinafter referred to as the developer.
2. The development of Phase - IV (Block no. 33 - 39) of the project known as PANTHANIWAS DOOARS consist of Plot - 1 admeasuring about 1.16 acres more or less and Plot -2 admeasuring about 3.658 acres more or less, along with the gradual construction of the common areas. PANTHANIWAS DOOARS Phase - IV is part of the whole project registered as a Real Estate project with West Bengal Real Estate Regulatory Authority under the relevant provision of the The Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 and other rules, regulations, circulars and rulings issued there under from time to time.
3. The developer has agreed to allot the unit/flat more particularly described in the Schedule B herein below (to be referred hereinafter as the said flat) comprised in the block and building more particularly described in the schedule A hereunder to the intending purchaser at or for the consideration amount as mentioned hereunder and subject to the terms, conditions and covenants contains in the standard draft of Agreement for Sale subject to approved and also submitted to the concerned Authority as part of the developer's application with the competent Authority.
4. The carpet area of the said flat as defined under the relevant provisions of the West Bengal Real Estate Regulatory Authority (WBRERA) is more fully and more particularly described in the Schedule B written herein below.
5. The total consideration amount for the proposed flat is required to be paid by the intending purchaser to the developer in accordance with the payment schedule given hereunder. The intending purchaser has expressly consented and agreed that the intending purchaser has already paid a sum equivalent to Rs. _____/- (Rupees _____) only at the time of booking and Rs. _____/- (Rupees _____) only before or at the time of the present Allotment, hereinafter collectively referred to as the allotment amount to the developer and which amount will be adjusted from the total consideration amount of Rs. _____/- (Rupees _____) only. The said amount to be paid by the intending purchaser to the developer is subject to realization of Cheque/s or Draft or

NEFT/RTGS, however, not applicable to the intending purchasers who has paid and/or is paying in cash.

- 6.** The consideration amount includes taxes which consist of tax paid or payable by way of value added service tax, GST and all other relevant levies, taxes, duties, cesses, and/or any other taxes which may be levied in connection with the construction, development and for carrying out the Real Estate project and/or with respect to the said flat and/or this letter of allotment. It is further clarified that all such taxes, levies, duties, cesses, whether presently applicable and payable now or which may become applicable and payable in future including service tax, VAT, GST and all other direct and indirect taxes, duties and impositions applicable and levied by the Central Government and/or by the State Government and/or by any local, public or statutory authorities or bodies on any amount payable under this instance and/or on the purported transaction herein and/or in relation to the said flat shall be borne or paid by the intending purchaser or purchasers alone and developer shall not be liable to bear or pay the same or any part or portion thereof.
- 7.** In case of any further enactment and/or enactments in respect of revenue laws to be imposed by Central Government / State Government and/or any other statutory body such shall be borne and paid by the intending purchaser and/or purchasers in accordance with law.
- 8.** Further with the payment of third installment of the consideration amount as detailed in the payment schedule mentioned herein below the parties shall execute the Agreement for Sale as required under The Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 and shall get registered under the Registration Act, 1860, as amended. This letter of allotment shall stand superseded by the Agreement for Sale upon registration.
- 9.** In addition to the consideration money the intending purchaser shall also pay to the developer as and when demanded all other amount mentioned herein below with applicable GST and other Taxes, if any, thereon towards extra charges more fully and more particularly mentioned in the Schedule hereunder.
- 10.** The intending Purchaser shall make payments on demand, to the Developer and/or to any appropriate authority of all rates, taxes, stamp duty, registration charges, ground rent, levies, legal fees, individual electrical meter charges, documentation charges and other related charges, deposits including security deposits and assessments pertaining to the Unit/Flat wholly and common area proportionately, maintenance deposit as and when required including the onetime payment of extra schedule charges which is payable at the time of possession only.

- 11.** The intending Purchaser shall make him/her/themselves available and execute necessary documents as per the format of M/S Sree Balaji as and when required.
- 12.** In the event if the intending Purchaser desires of cancelling the booking and/or fails to enter into the Agreement for Sale within one month from the date of this instance the Developer, M/S Sree Balaji, shall have sole and absolute right to deduct the allotment amount which is equivalent to a sum of Rs. _____/- (Rupees _____) only with the applicable taxes before refunding the balance amount, if any, to you within 45 days from the date of such event.
- 13.** However the intending purchaser shall not make any kind of transfer of the intending purchasers' allotted flat to any third party until 18 months from the date of signing of the Agreement for Sale in favour of any third party (Lock-in-Period).
- 14.** The allotment of this unit/flat is subject to the terms and conditions mentioned in our standard draft of Agreement for Sale and the same shall be executed within 30 days from the date of this instance. The said Agreement for Sale is to be registered under the relevant provisions of the West Bengal Real Estate Regulatory Authority (WBREERA) and the intending the Purchaser (s) is required to make payment of requisites Advocate's Fee, Stamp Duty, Registration Cost and incidental charges for the said Registration, upon demand by M/S Sree Balaji without any delay once the same being demanded.
- 15.** The intending Purchaser shall pay to the Developer in advance and in one shot before the registration of the Deed of Conveyance the proposed monthly maintenance charges which will be fixed and intimated to intending Purchaser prior to the issuance of possession letter till the formation of any Holding Organisation.
- 16.** If any Cheque deposited by the intending Purchaser (s), bounces the Developer, M/S Sree Balaji will levy a amount of Rs./- (Rupees) only to the intending Purchaser (s) for each bounce of Cheque.
- 17.** In the event the intending purchasers fails to pay or does not make payment of any installment of the consideration money as set out herein below prior to execution and registration of the Agreement for Sale of and/or in the event the intending purchaser refuses to execute and register the Agreement for Sale then without prejudice to all the rights and remedies available to the developer which include the right to charge interest at the prevailing market rate + 2 % thereon for every month of delay in making payment of the consideration amount and/or any part or parts thereof, the developer shall be entitled at his own option and sole discretion to terminate this instants without any further reference or recourse to the intending purchaser, provided that, the developer will give prior notice of 15 days in writing to

the intending purchaser who has committed the default by registered post with A/D or and/or Speed Post with A/D at the address provided by the intending purchasers of the developer's intention to terminate this letter of allotment with details of the specific breach or breaches which is terms and conditions and or other default in respect of which the developer has intended to terminate the allotment of the intending purchaser. Even after receiving such notice if the intending purchaser fails to rectify the breach or breaches default or defaults notified by the developer within the notice period which includes making full and final payment of any outstanding dues together with the interest rate levied thereon, then at the end of the notice period the developer shall be entitled to terminate the allotment of the intending purchaser by issuance of a written notice to the intending purchaser by registered post with A/D or and/or Speed Post with A/D at the address provided by the intending purchasers. Upon receipt of the developer's termination notice by the intending purchaser the allotment of his flat shall stand terminated and cancelled. On the termination and cancellation of the allotment in the manner as stated herein the developer shall be entitled to forfeit the entire allotment amount or the amount paid till date as and by way of agreed genuine pre estimated liquidated damages and which the parties agreed are not in the nature of penalty. Upon such termination of the allotment the intending purchaser shall have no claim of any nature whatsoever on the said flat and the developer shall be free and entitled to deal with and/or dispose of the said flat to any third party or in any manner the developer deems fit and proper.

18. The terms and conditions mentioned herein are binding on both parties.

It is further clarified that this offer of allotment shall not be treated as an agreement for any kind of transfer. It is further clarified that a formal deed of conveyance will be executed only on the allotment becoming final in due course of time and all amount paid till then will be treated as deposit .

Please send your remittances by pay order/demand draft/cheque, NEFT/RTGS in favor of "SREE BALAJI" payable at Kolkata.

Kindly quote your Apartment No. _____ of Block No. _____, in all further correspondences.

You can further contact us for any queries or assistance.

We would like to take this opportunity to thank you for the trust that you have bestowed on us and we assure you our best services at all times.

Thanking You

Yours faithfully
For **M/s SREE BALAJI**

(Authorized Signatory)

SCHEDULE 'A' REFERRED TO HEREINABOVE**PART - I****(DEDICATED LAND EARMARKED ONLY FOR FLATS AND COMMON AREAS OF PHASE IV FROM BLOCK 33 TO BLOCK 39)**

ALL THAT piece and parcel of land admeasuring about 88.00 decimal more or less lying and situate in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, in L.R. Dag No. 537 (18.836 decimal more or less), L.R. Dag No. 539 (22.991 decimal more or less), L.R. Dag No. 540 (8.371 decimal more or less), L.R. Dag No. 544 (35.642 decimal more or less) and L.R. Dag No. 545 (2.160 decimal more or less) in P.S. Matiali, Batabari, Gram Panchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana- North Moynaguri, Pin - 735206:

Butted and bounded by :

North : Common passage and Panthaniwas Phase IV.

South : Panthaniwas Phase II.

East : Land of Bela Infrastructure Pvt. Ltd.

West : Plot 3 and Common Passage.

SCHEDULE B ABOVE REFERRED TO
(DESCRIPTION OF THE INTENDING PURCHASER'S FLAT)

ALL THAT piece and parcel of one self contained residential flat admeasuring **Carpet Area** of _____sq. ft corresponding to thesq. ft. **Super Built-up Area** of the Flat more or less. including proportionate share of common areas and etc., on _____ Floor, Block No _____, being Flat No. _____ of the _____ storied building constructed on the Schedule-A mentioned property consisting of ____ Bedroom, ____ common room with ____ pantry, ____ toilet and ____ balcony, having _____ flooring and with/without car parking space with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights. No lift. The Property is on road.

THE SCHEDULE FOR FURTHER PAYMENTS ABOVE REFERRED TO**Meaning of certain terms and expressions**

Sr. No.	Terms and Expressions	Meaning
1.	Said Unit	Unit No. [] on the [] floor
2.	Block No.	
3.	Carpet area of the Said Unit as per WBRERA	[]
4.	Super Built-up area of the Said Unit as per WBRERA	[]

5.	Bank Account details of the Promoter	[]
6.	Bank Account details of the Purchaser	[]
7.	Correspondence Details of the Parties	PROMOTER'S Address: [] Email: PAN: Contact No.: PURCHASER/S OR ALLOTTEE/S OR TRANSFeree/S Address: [] Email: PAN: Contact No.:

1.1 The Total Price payable for the Said Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**").

Sl. No.	Description	Rate Per Square Ft.(In INR)	Amount (In INR)
A.	<u>Unit Price :</u> a) Cost of Apartment/Unit with / without Complementary open car parking right on ground floor of the Project. b) Cost of exclusive balcony or verandah c) Preferential Location Charge d) Proportionate cost of Common Areas with external wall thickness etc.	[Please specify square rate]	[Please specify Total]

Schedule of Payment of the Sale Price as payable by the Allottee/s/Transferee/s

Sr. No.	Payment Schedule	Amount
1.	BOOKING	Rs. X/-
2.	ALLOTMENT	Rs. Y/-
3.	AGREEMENT FOR SALE	10% - (X+ Y)
4.	FOUNDATION	25%

5.	FIRST CASTING	10%
6.	SECOND CASTING	10%
7.	THIRD CASTING	10%
8.	FOURTH CASTING	10%
9.	BRICKWORK	10%
10.	FLOORING	10%
11.	POSSESSION/REGISTRATION	5%

The amount to be paid by the Allottee/Transferee on account of Extra Charges

Electricity: obtaining HT/LT electricity supply from the supply agency, of the said Apartment, to the Developer. (GST is applicable @ 18 %)	Rs.
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 Developer. (GST is applicable @ 18 %)	Rs.
Generator: Stand-by power supply to the Said Unit from diesel generators . Two points (100 watts maximum) for each flat. (GST is applicable @ 18 %)	Rs.
Legal Fees, Stamp Duty and Registration Costs: fees of Debasish Roy Chowdhury, Advocate (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The total fee of Rs. _____/- (Rupees _____) only to be paid as follows:- 1. For Agreement for Sale - Rs. _____/- (_____) only. 2. For Deed of Conveyance - Rs. _____/- (_____) only. All other fee for Stamp Duty, Registration Fee and all other fixed misc. expenses and incidental charges shall be borne and paid by the Purchaser (s) actual over and above the fee mentioned hereinabove. (GST is applicable @ 18 %)	Rs.
Consolidated Deposit for Sinking Fund and Maintenance: Simultaneously with the payment of the last installment of the Total Price, the Allottee/Transferee shall pay to the Developer a deposit of Rs. _____/- (Rupees Fifteen Thousand)only for every single Unit towards Sinking Fund Deposit and Maintenance Deposit till the date of formation of the Holding Organisation legally. All these payments shall be paid to the Developer are deemed to the tune of failure of payment of common area maintenance and for any emergency expenses to keep the complex maintained and running. This deposit is interest free.	Rs.

SPECIFICATIONS IN CONNECTION WITH THE SAID UNIT**Structure**

Earthquake resistant RCC framed construction with infill brick walls

Internal Walls

Cement plastering overlaid with smooth, impressive putti

Doors

Doors with M S frames and solid core flush doors

Windows

Colored anodized aluminum sliding window.

Flooring

Quality Vitrified Tiles in all rooms, matt finished Ceramic Tiles in Toilets

Pantry

Mat finish Ceramic tile flooring , Counter top Granite with steel sink. Dado ceramic tiles up to a height of 2 feet from the counter top

Sanitary Ware

White high quality porcelain fittings of reputed make. Chromium plated fitting of good quality with ISI mark.

Toilet

Hot & Cold toilet, Mat finish ceramic tile flooring. Dado ceramic tiles up to a height of door height .

Electricals

Superior quality concealed copper wiring with the best standard modular type switches and miniature circuit breakers .One AC , Geyser & 15 Amp. power point will be provided in pantry area .

Water

Uninterrupted water supply

Exterior

Latest waterproof non-fading exterior finish of the highest quality

Stair & Lobby

Decorated Ceramic Tile with MS railing

N.B.:- GST is applicable on the total unit cost including the extra schedule charges as per norms.

N.B. :- The above are excluding of all rates & taxes (if further imposed any), stamp duty, registration charges, ground rent, levies , individual electrical meter charges, documentation charges and other related charges, deposits including assessment pertaining to the Apartment wholly and common area proportionately, maintenance deposit (CAM charges) .

In case of failure of payment of the above referred items, the company reserved the right to cancel the allotment deducting the necessary charges.

Actual delivery of Flat shall be effective after issuance of the position letter/certificate.

With regards

For **M/s SREE BALAJI**

(Authorized Signatory)