

Ref No: _____ (**Allotment No.**)

Dated:

To,

Re: Your Application No. _____, **dated** _____

Sub: Provisional allotment of **Flat No.** _____, **on the** _____ **Floor** ("**Said Flat**"), along with the permission to park _____ number of cars on the _____ floor ("**Car Parking Spaces**") situated within the building christened "**Visaaya**", ("**Project**") presently under construction on the land situated within premises No. 96, Moulana Abul Kalam Azad Sarani (formerly known as Narkeldanga Main Road), Kolkata - 700054 ("**Premises**") altogether hereinafter referred to as the "**Said Apartment**".

Dear Sir(s)/Madam/Mesdames,

Pursuant to your abovementioned application, we hereby provisionally allot in your favour the Said Flat as per details given in **Part - I** of the **Schedule** hereunder written and also hereby grant you permission for use of the Car Parking Spaces in the Project at the Premises subject, however, to your making timely payments of the total price, extra charges and deposits as respectively also mentioned in **Part - I** of the **Schedule** hereunder written all of which to be paid in the manner mentioned in **Part - II** of the **Schedule** hereunder written and/or is also subject to payment of such further amounts as may be determined by us from time to time as payable by you in respect of the Said Apartment.

Please note that this provisional allotment of the Said Flat shall not be treated as an agreement for sale or transfer.

Please further note that the above mentioned allotment is provisional and is subject, inter alia, to the following:-

- a) Your strict compliance to our satisfaction, of each of the terms and conditions stipulated by us from time to time including those recorded in the draft of the prescribed sale agreement prescribed under the Real Estate (Regulation and Development) Act, 2016 and/or rules made thereunder (collectively RERA) and/or other applicable law(s), of which you have due notice and knowledge of as a copy thereof has been duly received by you and thus the terms and conditions stipulated therein forms and/or shall always be deemed to have formed an integral part of this provisional allotment letter, each of which are and/or deemed to be well within

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your knowledge and have been and/or deemed to be duly accepted and confirmed by you, and shall be binding upon you; and

- b) Your having understood and given your no objection and/or confirmation and/or acceptance to our giving to you only the permission to park cars in the sanctioned Covered Basement (1 Layer) / Covered Basement (2 Layer/ Covered Ground (1 Layer)/ Covered Ground (2 Layer)/ Open (1 Layer)/ Open (2 Layer), parking zone, as the case may be, within the Project as permissible under the applicable law(s); and*
- c) Your having further understood and given your no objection and/or confirmation and/or acceptance to the fact that the location and type of the parking space agreed to be allotted to you may change as may be required by the authorities and/ or architect or as may be so though fit and proper and in case there be any changes, you will be deemed to have accepted such change; and*
- d) Your having further understood and given your no objection and/or confirmation and/or acceptance to the fact that the parking spaces(Covered and Open to sky) to the extent applicable and within the scope of the relevant law(s) shall be and shall always be deemed to be "limited common areas" designated for use as a facility and/or benefit at no extra cost attached to designated Flats/units to the exclusion of other Flats/units within the meaning of the applicable law(s); and*
- e) Your making timely payments of the amounts as mentioned in Part I of the Schedule hereunder written to be paid in the manner as mentioned in Part II of the Schedule enclosed herewith as also all other amounts, costs, expenses, dues and deposits as stipulated by us from time to time; In case there is delay in making timely payment as and when demanded an interest at the rate prescribed in the West Bengal Real Estate (Regulation and Development) Rules 2021 ("**Rules**"), shall be payable by you on and from the date when such demand has been made to you and*
- f) Your executing and registering, at your cost and expense, the documents as required by us from time to time, as per our standard formats and in the manner stipulated in RERA/applicable law(s), including the execution and registration of the Sale Agreement within 15 (fifteen) days of our intimation to you in this regard along with your timely payment of stamp duty and registration fees.*
- g) Your signing and also registering, if so required, documents for becoming member of the association of apartment owners to be formed under the applicable law(s) ("**Association**").*
- h) Your, (pending the formation of the Association) paying of common area maintenance charges of the Said Flat(as determined by us), each together with all applicable taxes thereon, as per our directions to you from time to time and/or as may be required under the applicable law(s). and upon formation of the Association to the said Association.*

- i) Upon cancellation by you of this letter due to any reason whatsoever or occurrence of the event(s) stipulated in sub-clause (a), (e), (f) hereinabove, the entirety of all the amounts tendered by you till the date of such cancellation together with the applicable taxes thereon but subject to Rs. 11,00,000/- (Rupees Eleven Lakhs only) along with the applicable taxes thereon, if any, shall automatically stand forfeited by/in favour of us without you raising, on any ground whatsoever, any nature or manner of objection and/or claim and/or demand etc. in respect thereof and/or contrary there to.

Please note this letter (along with your Application) duly signed and confirmed by you supersedes all other publications and/or communications and neither you nor us shall be entitled to set up any oral agreement. Please further note that this letter shall not be treated as an agreement for sale or transfer of the Said Unit till such time a formal agreement for sale of the Said Unit is signed between us. Please also note that in case the Premises on which the Project is being developed is mortgaged to any bank/financial institution(s) at any time in the future for securing the loan availed by us for the purpose of construction and development of the Project, then, and in such event you will be duly informed about the same and on and from the date of our providing you such information you will be deemed to have taken notice of such mortgage.

In the event, you are required to obtain a NO OBJECTION CERTIFICATE from the said bank/financial institution(s) for creation of any encumbrances over the Said Apartment, then we shall obtain and/or cause you to obtain the same for creation of such mortgage over the Said Apartment. In this regard, you will be also be deemed to have agreed that you will not create any encumbrances over the Said Apartment till such time the NOC, as stated above, is handed over to you and the charge created shall continue to prevail (even after your taking any Bank/Institutional Finance for the Said Apartment) till the execution of the transfer deed of the Said Apartment in your favour. The charge, however, will be released from our banker in respect of the Said Apartment on or before the execution of the deed of conveyance of the Said Apartment in your favour in due course.

This letter is personal to you and you shall not be entitled to transfer and/or assign and/or novate the same and/or any part or portion hereof to/in favour of any third party and/or to nominate any third party in your place and stead provided that only subject to timely execution and registration by you of the agreement for sale of the Said Apartment, upon expiry of a period of 15 (fifteen) months from the date of registration of the agreement for sale you may transfer and/or assign and/or novate the agreement for sale to/in favour of any third party subject to: **(i)** the prior written consent by us, and **(ii)** payment of a nomination fee equivalent to 2.5% of the total price as mentioned in Part I of the Schedule hereunder written, and **(iii)** compliance and fulfillment of such conditions precedent and terms as may be stipulated by us.

We confirm having already received the booking/allotment money from you and hence, this Allotment Letter is being sent to you in duplicate. We will appreciate if you kindly confirm the acceptance of this Allotment Letter and send us at our office (within 7 (seven) days from the date of

receipt of this letter) a copy of this Allotment Letter duly signed by you (on each page as also on the annexures hereto) as a token of your acceptance of this letter and annexures failing which this Allotment Letter will automatically stand cancelled entitling us to forfeit a sum of Rs. 11,00,000/- (Rupees Eleven lakhs) only as damages. The balance of the money (after deducting the said sum of Rs. 11,00,000/- (Rupees Eleven lakhs) only from out of the money paid by you on booking/allotment) will be refunded to you (without any interest) within 45 (forty five) days from the date of such cancellation without you raising, on any ground whatsoever, any nature or manner of objection and/or claim and/or demand etc. in respect thereof and/or contrary there to.

Please quote your abovementioned Flat no. in all future correspondence.

We thank you for reposing your trust in us and/or in the Project and we welcome your goodness (ves) to the "VISAYA", family.

Yours faithfully,

FOR Tamopaha Builcon LLP

Authorized Signatory

I/we have read and understood the contents of this letter and confirm and accept the same, and we undertake and agree to comply with and abide by the terms hereof.

Encl: as above

**SCHEDULE
PART - I**

Type	
Floor	
Parking Type 1	
Parking Type 2	
Parking Type 3	
Flat Number	
Details of the Flat	
Flat Type	

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Flat (RERA Carpet Area - square feet)	
Regular Balcony (RERA Carpet Area - square feet)	
Utility Balcony Area (RERA Carpet)	
Triple Height Balcony (RERA Carpet Area - square feet)	
Private Open Terrace (RERA Carpet Area - square feet)	
Built Up Area of Flat (square feet)	
Total Price (A)	
Extra Charges	
Generator Power Backup (Rs. 25,000 per KVA) As per requirement	
Legal Charges	
Costs , expenses and/or charges for carrying out the apportionment and separation in the records of the Kolkata Municipal Corporation in respect of the municipal rates and taxes payable by the Allottee+	
CESC costs, expenses and charges for electricity infrastructure	
VRV Charges	
Charges for providing amenities and facilities	
<i>Extra Charges (B)</i>	
Total Price + Extra charges	
Interest Free Deposits	
CESC Electricity Meter Deposit	At Actuals
Maintenance Deposit	
Sinking Fund	
Municipal rates and taxes deposit	
<i>Deposits (C)</i>	
Total Amount Payable (Total Price, Extra Charges & Interest Free Deposits) [A+B+C]	
GST Calculation (@ Current rates)	
Total Price	5%
Extra Charges	18%
Total GST Payable (Subject to change)	
SBU area in square feet for the purpose of KMC Mutation	

PART - II

INSTALLMENT PAYMENT SCHEDULE				
Sl. No	Payment Milestone	% of Amount Payable	Amount (in Rs.)	

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1	On Booking/Allotment	10% of (A)		+GST
2	On or before Execution of Agreement	10% of (A)		+GST
3	On completion of Piling	10% of (A)		+GST
4	On completion of Basement Roof Casting	10% of (A)		+GST
5	On completion of 2nd Floor Roof Casting	10% of (A)		+GST
6	On completion of 7th Floor Roof Casting	10% of (A)		+GST
7	On completion of 14th Floor Roof Casting	10% of (A)		+GST
8	On completion of Final Roof casting	10% of (A)		+GST
9	On completion of Flooring of the said Flat	7.5% of (A)		+GST
10	On Completion of Doors & Windows of the said Flat	7.5% of (A)		+GST
11	On issuance of Fit Out Letter	100% of (B)		+GST
12	On Issuance of Possession Letter	5% of (A) + + 100% of (C)		+GST
				E&OE
OUTFLOW SUMMARY				
Total Amount Payable				
GST Payable				
Total Outflow				

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