

Date: [•]
Ref No: [•]
[•]

Re: Your Application No. [•], Dated [•] ("**Application**")

Sub: Provisional allotment of a Flat at the project entitled "Anaaya", proposed to be developed at Premises No. 2B, Pagladanga Main Road (formerly being Premises No. 2B, Pagladanga Main Road and premises No. 3/1, Pagladanga Main Road), Kolkata - 700 015 ("**Project**")

Dear Sirs/ Madams,

Pursuant to your Application, Bergamot Conbuild LLP ("BCL") is pleased to provisionally allot in your favour, the Flat (as detailed in the Schedule enclosed herewith) together with the right to use such number(s) of covered/open space(s) at the Project as earmarked, identified and designated by BCL for parking private medium sized/standard sized car(s) owned by your goodself(ves), as also detailed in the Schedule enclosed herewith, in lieu of payment by your goodself(ves) of inter alia the consideration and each of the deposits, extra charges, amounts, charges, costs and expenses stipulated in/referred to the Schedule enclosed herewith as also in the Application and the proposed Agreement for Sale, including but not limited to stamp duty and registration fees together with common area maintenance charges (as assessed by BCL), each together with all applicable taxes thereon (collectively, "Amounts"), subject however to, inter alia, the following:-

- a) Strict compliance by your goodself(ves), to the satisfaction of BCL, of each of the several terms, conditions, obligations, covenants, undertakings etc. stipulated by BCL from time to time including but not limited to those recorded respectively in the Application, the proposed Agreement For Sale and the proposed Conveyance Deed, each in terms of the formats stipulated by BCL (respectively, "Agreement for Sale" and "Conveyance Deed"), and in all other agreements, deeds, the several letters, documents etc. since executed/to be executed by your goodself(ves), as may be advised by BCL from time to time, each in terms of the formats stipulated/advised by BCL (collectively, "**Further Documentation**"), on the clear and unequivocal understanding that the terms, conditions etc. stipulated in the Application, the proposed Agreement for Sale, the proposed Conveyance Deed and the Further Documentation as also the contents of the Schedule enclosed herewith, form and/or shall be deemed to form an integral part of this provisional allotment/letter, and thus shall be binding on your goodself(ves)

and your assigns/ novatees (as approved by BCL), and no request for any changes, modifications, amendments etc. to the drafts of the proposed Agreement for Sale and/or the proposed Conveyance Deed and/or any of the Further Documentation shall be entertained; and

- b) your making timely payment of each of the Amounts, and such further sums as may be determined by BCL from time to time as payable by your goodself(ves), each together with the applicable taxes thereon, with the delay in payment resulting inter alia in payment by your goodself(ves) of interest thereon, all as stipulated in the Agreement for Sale, the Deed of Conveyance and/or any Further Documentation; and
- c) your executing and registering, at your cost and expense, each of the Agreement for Sale and the Conveyance Deed along with such of the Further Documentation as determined by BCL, within such time period as stipulated by us, failing which this provisional allotment shall, without any liability on BCL, automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing; and
- d) upon the withdrawal/cancellation/termination by your goodself(ves) of this provisional allotment or upon your breach of the terms of the Application and/or this Letter, the entirety of all amounts tendered by your goodself(ves) till the date of such withdrawal/cancellation/termination, each together with the applicable taxes thereon but subject to a maximum of 10% (ten percent) of the apartment consideration as stipulated in the Schedule enclosed herewith, shall automatically stand forfeited by/in favour BCL, without your goodself(ves) having/raising or being permitted to have or raise, on any ground whatsoever or howsoever, any nature or manner of, objection and/or claim, demand etc. in respect thereof/contrary thereto.

This provisional allotment is personal to your goodself(ves), 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 your goodself(ves) of the Agreement for Sale, after expiry of a period of 12 (twelve) 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 of BCL, (ii) no such transfer, assignment or novation shall be permitted on and from the date of this provisional allotment till the execution of the proposed Agreement for Sale and (iii) payment to BCL of a nomination fee equivalent to 2% (two percent) of the sum total of the apartment consideration and the extra charges and deposits as stipulated in the Schedule enclosed herewith together with applicable taxes thereon or 2% (two percent) of the

total consideration amount payable by such nominee including any reimbursements made in your favour, together with applicable taxes thereon, whichever be higher, and (iv) compliance and fulfillment of such conditions precedent and terms as may be stipulated by BCL as well as any terms and conditions provided in the proposed Agreement for Sale and (v) in the event of your goodself(ves) having obtained any housing loan from any bank and/or financial institution, handing over of the original Bank NOC issued by such bank and/or financial institution to BCL.

You also agree and confirm that no prior consent will be required to be obtained by BCL in the event BCL is required to obtain any construction finance or project loans by creating a charge/ mortgage over the Flat (as detailed in the Schedule enclosed herewith) in favour of any bank and/ or financial institution. However, on or before the execution of the proposed deed of conveyance in your favour, a no objection certificate shall be obtained by BCL from the bank and/ or financial institution.

Please note that this allotment is provisional and subject to the abovementioned terms and conditions, and shall be read in conjunction with the Application. This letter of provisional allotment shall not be treated as an agreement for sale or transfer and the same does not create/vest/accrue in your favour any manner or nature of right, interest, claim, demand or action in respect of any part or portion of the Project.

Please affix your signature(s), with stamp(s), if and as applicable, at the foot of each page of this letter including the enclosure hereto, to signify your confirmation and acceptance of this provisional allotment and the terms and conditions recorded herein, as also, those relating thereto and/or governing the same.

We look forward to our association with your goodself(ves).

Yours faithfully,
for Bergamot Conbuild LLP

Authorized Signatory

I/We have read and understood the contents of this letter and the enclosure hereto, and confirm and accept the same, and repeat and reiterate each of the representations, warranties and covenants made in the Application, and further undertake to comply with and abide by each of the terms,

conditions, covenants and obligations stipulated herein as also those respectively stipulated in the enclosure hereto, the Application, Agreement for Sale, the Conveyance Deed and the Further Documentation.

1. _____

2. _____

[Provisional Allottee(s)]

Encl: as above

Schedule	
Inputs	
Type	
Floor	
Parking Type 1	
Parking Type 2	
Parking Type 3	
Apartment Number	
Details of the Flat	
Apartment (RERA Carpet Area - square feet)	
Balcony (RERA Carpet Area - square feet)	
Private Open Terrace (RERA Carpet Area - square feet)	
Apartment Consideration(A)	
Extra Charges	
Generator Power Backup (Rs. 25,000 per KVA) as per requirement:	Rs. [•]/- (Rupees [•] only)
Legal Charges per apartment :	Rs. [•]/- (Rupees [•])

	only)
Mutation Costs & Expenses:	Rs. [•]/- (Rupees [•] only)
CESC Cost & Expenses for Electricity Infrastructure:	Rs. [•]/- (Rupees [•] only)
Charges for providing Club Amenities & Facilities:	Rs. [•]/- (Rupees [•] only)
Extra Charges (B)	
Apartment Consideration + Extra Charges (A+B)	
Interest Free Deposits	
CESC Electricity Meter Deposit	At actuals
Maintenance Deposit	Rs. [•]/- (Rupees [•] only)
Sinking Fund	Rs. [•]/- (Rupees [•] only)
Municipal Rates and Tax Deposit	Rs. [•]/- (Rupees [•] only)
Deposits (C)	
Total Amount Payable (Including Price+ Extra Charges & Interest Free Deposits) [A+B+C]	
GST Calculation (@ Current rates)	
Total GST Payable (Subject to change)	

INSTALLMENT PAYMENT SCHEDULE				
Sl No	Payment Milestone	% of Amount Payable	Amount (in Rs.)	
1	Booking/Allotment	10% of (A)		+GST
2	On Execution of Agreement	10% of (A)		+GST

3	On Completion of Piling	10% of (A)		+GST
4	On Completion of 2 nd Floor Roof Casting	10% of (A)		+GST
5	On Completion of 7 th Floor Roof Casting	10% of (A)		+GST
6	On Completion of 14 th Floor Roof Casting	10% of (A)		+GST
7	On Completion of 20 th 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 Apartment	10% of (A)		+GST
10	On Completion of Doors & Windows of the said Apartment	5% of (A)		+GST
11	On Issuance of Fit Out Notice	100% of (B)		+GST
12	On Issuance of Possession Letter + Extra Charges and Deposits	5% of (A) + 100% of (C)		+GST
				E&OE
OUTFLOW SUMMARY				
Total Amount Payable				
GST Payable				
Total Outflow				