



**PROVISIONAL ALLOTMENT LETTER**

(Drafted as per WBRERA format)

To.

Mr/Mrs/Miss .....

Address-

Mobile No. ....

Pand card No. ....

Aadhar card No. ....

Subject- Your Request for allotment of unit/flat/apartment in the project known as "DEESHARI ARONNNYAK-Phase-II at Dakshin Dhoop Jora, P.S.-Matiali, District-Jalpaiguri.

Sir/Madam,

1. **Allotment of the said unit-** This has reference to your request referred at the above subject .In this regard, we have the pleasure to inform you that you have been allotted a -----BHK flat bearing Flat No. ....admeasuring RERA Carpet area -----sq ft more or less situated on the -----floor in the building -----Tower/Block-----in the project known as "DEESHARI ARONNNYAK-Phase-II" having WBRERA Registration No. ....hereinafter referred to as the "Said Unit" being developed on **ALL THAT** piece and parcel of land measuring an area about 100 decimals, more or less, (out of its total land measuring an area about 219 decimals, more or less) comprised in Mouza Dakhsin Dhoop Jhora, J. L. No.28, L R Khatian No.1002 , R.S Dag No 933, 934 & 935 corresponding to L.R Dag No. 2193 within the local limit of Matiali Batabari No. II Gram Panchayet, Additional District Sub Registrar at MAL, Police Station Metelli, within the District of Jalpaiguri for a total consideration of Rs. .... (Rupees -----) only exclusive of GST, Stamp duty and registration charges.

2. **Receipt of part consideration-** We confirm to have received from you an amount of Rs.----- (Rupees-----only) being -----% of the total consideration value of the said unit as booking amount /advance payment on -----vide cheque No.-----dated----- issued from -----Bank.
3. **Disclosure of information-** We have made available to you the following information namely-
  - i). The sanctioned plans, layout plans, along with specification ,approved by the competent authority are displayed at the project site and has also been uploaded on WBRERA website.
  - ii). The stage wise time schedule of completion of the project including the provision for civic infrastructure like water, sanitation and electricity is as stated in the booking form.
  - iii). The website address of WBRERA is -----
4. **Encumbrances-** We hereby confirm the said unit is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said unit.
5. **Further payments**—Further payments towards the consideration of the said unit shall be made by you in the manner and at the times as well as on the terms and condition as more specifically enumerated /stated in the agreement for sale to be entered into between ourselves and yourselves.
6. **Possession-** The said unit shall be handed over to you on or before----- subject to the payment of the consideration amount of the said unit in the manner and at the times as well as per the terms and conditions as more specifically enumerated /stated in the agreement for sale to be executed into between ourselves and yourselves.
7. **Interest payment-** In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest marginal cost of lending rate plus Two percentage.
8. **Cancellation of Allotment-**
  - i). In case you desire to cancel the booking amount mentioned in the table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking-

**Sl No. If the cancellation request received Amount to be deducted**

1. Within 15 days from issuance of allotment letter— NIL
2. Within 16-30 days from issuance of allotment letter—1% of the cost of unit
3. Within 31-60 days from issuance of allotment letter-1.5% of the cost of unit
4. After 61 days from issuance of allotment letter-2% of the cost of unit
  - ii). In the event the amount due and payable referred to in clause 9(i) above, is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest marginal cost of lending rate plus two percent.
9. **Other payments-** You shall make the payment of GST, Stamp duty, registration charges as applicable and such other charges /payments as more specifically mentioned in the agreement for sale .
10. **Proforma of the agreement for sale and binding effect**—Te proforma of the agreement for sale to be entered into between ourselves and your selves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated herein above.
11. **Execution and registration of the agreement for sale-**
  - i). You shall execute the agreement for sale and appear for registration of the same before the concerned registration office with in a period of 2 (Two) months from the date of issuance of this letter or with in such period as may be communicated to you .The said period of 2 (Two) months can be further extended on mutual understanding.
  - ii). If you fail to execute the agreement for sale ad appear for registration of the same before the concerned registration office within in the stipulated period of 2 (Two) months from the date of issuance of this letter or with in such period as may be communicated to you.We shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days ,which if not complied ,we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of

the said unit and the balance amount if any due and payable shall be refunded without any interest within 45 (Forty five) days from the date of expiry of the notice period.

iii). In the event the balance amount due and payable in clause 12 (ii) above is not refunded within 45 (Forty five) days from the expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank Of India highest marginal cost of lending rate plus 2 (Two) percent.

12. **Validity of allotment letter**- This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment letter of the said unit thereafter, shall be covered by the terms and conditions of the agreement registered document.
13. **Heading**- Headings are inserted for conveniences only and shall not affect the construction of the various clauses of this allotment letter.

**SIGNATURE OF PROMOTER/BUILDER**

date-----

Place-----

**CONFIRMATION & ACKNOWLEDGEMENT**

We have read and understand the contents of this allotment letter and the annexure. We hereby agree and accept the terms and conditions as stipulated in the allotment letter.

**SIGNATURE OF ALLOTTEE**

date-----

place-----