

*Draft Allotment Letter*

\_\_\_\_\_, 2022

[•] (name) (**the Allottee**)

[•] (address)

**Re: Allotment of Residential Bungalow more particularly described in the First Schedule hereunder, being a part of the Real Estate Project registered with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_ by Amratya Projects LLP (“the Promoter”)**

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1. The Promoter is undertaking the development of land measuring **665.055** (six hundred sixty five point zero five five) *cottah* equivalent to **1099.26** (one thousand ninety nine point two six) decimal, more or less, situate, lying at and being Municipal Premises No. 94, Diamond Harbour Road, Kolkata 700104, Police Station Thakurpukur (formerly Behala), within Ward No. 144 of the Kolkata Municipal Corporation (**KMC**) and comprised in R.S. *Dag* Nos. 455, 461, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 493, 494, 471/459, 496/771 & 496/772, corresponding to L.R. *Dag* Nos. 646, 651, 653, 654, 655, 657, 658, 659, 660, 661, 662, 663, 665, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 684, 685, 656, 689 & 691, respectively, recorded in L.R. Khatian Nos. 3044, 3045, 3046, 3047, 3041, 3040, 3042, 3072, 3073, 3074, 3076, 3077, 3078, 3079, 3080, 3081, 3082, 3083, 3084, 3085, 3086, 3087, 3088, 3089, 3090, 3091, 3092, 3093, 3094, 3095, 3096, 3097, 3098, 3099, 3100, 3101, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3111 and 3112, *Mouza* Hanspukuria, J.L. No. 20, Sub-Registration District Behala, District South 24 Parganas, West Bengal ("**Larger Property**"), in a phase-wise manner ("**Whole Project**").
2. The development of the Whole Project known as '                    ' *inter alia* consisting of (I) blocks of Residential Bungalows *inter-alia* consisting of Block Nos.          to         , being developed as **Phase I** of the Whole Project on land measuring          (        ) *cottah*, equivalent to          (        ) decimal, more or less, being a demarcated portion of the Larger Property ("**Project Property**") and (II) Future Blocks/Buildings/Developments *inter-alia* comprising of          residential/residential-cum-commercial/commercial          multi-storied buildings/blocks, bungalows, villas, row houses, plots, car parking spaces and/or other permissible developments, to be constructed/developed by the Promoter, which shall be developed by the Promoter at its sole discretion, out of which the blocks of Residential Bungalows *inter-alia* consisting of Block Nos.          to         , are presently being developed as a phase (**Phase I**) of the Whole Project on the Project Property 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 Real Estate (Regulation and Development) Act, 2016 (the "**Act**") and rules and regulations made thereunder from time to time.
3. The Promoter has agreed to allot the Residential Bungalow **along with**                      and other appurtenances collectively and more particularly described in the First Schedule hereunder ("**Said Bungalow And Appurtenances**") comprised in the Block more particularly described in the First Schedule hereunder written ("**Said Block**") 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 Bungalow as defined under the provisions of the Act, is more particularly described in the **First Schedule** hereunder written.

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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 \_\_\_\_ (\_\_\_\_\_) 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 Sale Price excludes taxes (consisting of tax paid or payable by way of 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 Bungalow And 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 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 Bungalow 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 Sale Price as detailed in the **Second Schedule** hereunder written, the Parties shall execute the Agreement as required under the Act and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.
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 changes (collectively **Extras**).
9. 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 \_\_% 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 \_\_ (\_\_\_\_) 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

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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 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 Bungalow And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Bungalow And Appurtenances in the manner it deems fit and proper.

For \_\_\_\_\_  
Authorised Signatory  
**Encl: As above**

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
*(Meaning of certain terms and expressions)*

Sr. No.	Terms and Expressions	Meaning
1.	Said Bungalow	Bungalow No. [●]
2.	Block	Block No. [●]
3.	Measurement of the Said Bungalow	Carpet Area as per Act: [●]
4.	Measurement of Front Yard Area and Backyard Area	Front Yard Area: [●] Backyard Area: [●]
5.	Measurement of Car parking space comprised in Front yard Area	[●]
6.	Sale Price	Rs. [●]/- (Rupees [●] Only)
7.	Bank Account of the Promoter	[●]



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**THE THIRD SCHEDULE ABOVE REFERRED TO**

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