

Date
Ref No: (Reference No.)
Name of First Applicant
Name of Second Applicant
Address

Re: Your Booking No. _____, Dated _____ (“Application”)

Sub: Provisional allotment of an identified flat at the project entitled “Viraya”, proposed to be/being developed at Premises No. 52D, Bondel Road, Kolkata 700019 (“Project”) being flat no. _____ (“Identified Flat”), as also one store room (“Identified Store Room”) both on _____ floor together with the permission to use _____ number(s) of basement mechanical space (s) and _____ number (s) of covered/open space at the Project as earmarked, identified and designated by us for parking private medium sized/standard sized car(s) owned by you (“Parking Spaces”) altogether hereinafter referred to as “Said Apartment” details of all of which are given in the Schedule enclosed herewith.

Madam/Mesdames/Dear Sir(s),

We are pleased to inform you that the above said Identified Flat and the said Identified Store Room has been provisionally allotted in your favour together with the provisional grant of the permission to use the above said Parking Spaces on the basis of your Application No. _____ dated _____, 20____ in lieu of payment by your goodself(ves) of the Total Price, the Extra Charges, the Deposits, and applicable taxes as mentioned in the Schedule enclosed herewith and upon our receiving the application money from you along with the said Application.

This letter of provisional allotment of the Said Apartment is subject to:-

- a) Your strict compliance to our satisfaction, of each of the terms and conditions stipulated by us from time to time including those to be recorded in the draft of the prescribed sale agreement prescribed under the Real Estate (Regulation and Development) Act 2016 and/or the rules made thereunder (collectively **RERA**) and/or other applicable law(s) of which you will be deemed to have due notice and knowledge of 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 such terms and conditions shall be and/or are deemed to be well within 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 within the building comprised on 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 parking spaces as mentioned in ‘b)’ above shall be and shall always be deemed to be “limited common areas” designated for use as a facility attached to designated apartment(s) to the exclusion of other apartments within the meaning of the applicable law(s);
- d) Your making punctual payment of the amounts due towards the Said Apartment in the manner mentioned in the payment schedule below.
- e) Your executing necessary documents (including the agreement for sale) as per our standard format within the time frame and in the manner stipulated in RERA/applicable law(s) and your paying stamp duty and registration fees on such document and also as and when required on registration of the deed of conveyance/transfer deed of the Said Apartment in your favour by us.
- f) 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) and pending formation of such association.

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SIGNATURE OF FIRST APPLICANT

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SIGNATURE OF SECOND APPLICANT

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SIGNATURE OF THIRD APPLICANT

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SIGNATURE OF FOURTH APPLICANT

- g) Your paying common area maintenance charges (as assessed by us), computed on the super built- up area of the Said Apartment (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).
- h) Upon cancellation by you of this letter due to any reason whatsoever or occurrence of the event(s) stipulated in sub-clause (a), (d), (e) 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 a maximum of the 10% (percent) of the Total Price and applicable taxes as mentioned in the Schedule enclosed herewith, 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 sell or transfer of the Said Apartment till such time a formal agreement for sale of the Said Apartment is signed between us. Please also note that in case the land on which the Project is being developed is mortgaged to any bank/financial institution(s) at any time in 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 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 by us and the charge created by us 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. Our such charge, however, will be got released by us 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, after expiry of a period of 12 (twelve) months from the date of registration of the Agreement you may transfer and/or assign and/or novate the Agreement to/in favour of any third party subject to: (i) the prior written consent of us, and (ii) payment to us of a nomination fee equivalent to 2% (percent) of the Total Price and applicable taxes as mentioned in the Schedule enclosed herewith together with applicable taxes thereon, and (iii) compliance and fulfillment of such conditions precedent and terms as may be stipulated by us.

This 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 letter duly signed by you on each page as a token of your acceptance of this letter along with the allotment money failing which this letter will stand automatically cancelled entitling us to forfeit the application money paid by you.

I/We Confirm and accept the provisional allotment of the Identified Flat with Identified Store Room and the Parking Spaces as stated above:

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SIGNATURE OF FIRST APPLICANT

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SIGNATURE OF SECOND APPLICANT

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SIGNATURE OF THIRD APPLICANT

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SIGNATURE OF FOURTH APPLICANT

Thanking you,
Yours faithfully,

For Belani NPR Housing LLP
Authorized signatory

Enclosed: as above

Schedule	
Type	
Floor	
Parking Type 1	
Parking Type 2	
Parking Type 3	
Identified Flat Number	
Details of the Said Apartment	
Area of Identified Flat and the Identified Store room (RERA Carpet Area - square feet)	
Area of Regular Balcony (RERA Carpet Area - square feet)	
Area of Utility Balcony (RERA Carpet Area - square feet)	
Area of Triple Height Balcony (RERA Carpet Area - square feet)	
Built up area of the Identified Flat and the Identified Store Room	
Total Price (Rupees)	
Consideration of Identified Flat and the Identified Store Room	
Consideration for permission to use parking space(s) 1	
Consideration for permission to use parking space(s) 2	
Consideration for permission to use parking space(s) 3	
Total Price	
Extra Charges (Rupees)	
Generator Power Backup (Rs. 25,000 per KVA) As per requirement	
Legal Charges per Identified Flat with Identified Store Room (including incidental expenses for registration twice & Association formation charges.) Stamp Duty and Registration fees to be paid separately by the Allottee at actuals on the basis of super built up area (s).	
Reimbursement of mutation costs & expenses	
At Actuals	
Reimbursement of CESC cost & expenses for electricity infrastructure	
AC Charges	
Club Development Charges	
Total Extra Charges	
Total Price + Extra Charges (A)	
Interest Free Deposits	
CESC Electricity Meter Deposit	
At Actuals	
Maintenance Deposit	
Sinking Fund	
KMC Tax Deposit	
Total Deposits (B)	
Total Price + Extra Charges + Deposits [A+B]	
GST (@ Current rates)	
Total GST Payable (Subject to change)	
SBU Area for payment of Stamp Duty, Registration Fee and Common Area Maintenance, Charges & Expenses	
SBU area in square feet	

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SI No	Payment Milestone	% of Amount Payable	Amount (in Rs.)	
1	Application Money			
2	On Allotment(after adjusting Application Money)	10% of (A)		+GST
3	On Execution of Agreement	10% of (A)		+GST
4	On completion of Piling	7.5% of (A)		+GST
5	On completion of Basement	7.5% of (A)		+GST
6	On completion of 3rd Floor Roof Casting	10% of (A)		+GST
7	On completion of 7th Floor Roof Casting	10% of (A)		+GST
8	On completion of 15th Floor Roof Casting	10% of (A)		+GST
9	On completion of Roof casting	10% of (A)		+GST
10	On completion of Flooring of the said Apartment	10% of (A)		+GST
11	On Completion of Doors & Windows of the said Apartment	10% of (A)		+GST
12	On Issuance of Possession Letter	5% of (A) + 100% of (B)		+GST
				E&OE
OUTFLOW SUMMARY				
Total Price + Extra Charges + Deposits				
Total Taxes				
Total amount payable				

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