

Date:

To:

_____.

Dear Sir/ Madam,

Re: Residential Apartment No. _____ measuring about _____ square feet Carpet Area and _____ square feet Built-up Area and _____ square feet Super Built-up Area on the _____ Floor of _____ along with _____ Open/Covered/ MLCP Car Parking in the Project named “**ORBIT SKY ROYALE**” being constructed at Premises No. _____ and together with properties appurtenant thereto (“said Apartment Unit”).

This refers to your Application dated _____ (“Application”) for booking the said Apartment Unit.

The said Apartment Unit has been provisionally allotted to you on the terms and conditions mentioned in the Application. The Total Price/Agreed Consideration for purchase of the Apartment based on the carpet area thereof is **Rs. _____/- (Rupees _____ only)** which shall be paid as per the payment schedule mentioned in Annexure A to the Application. Apart from the Total Price, the Additional Liabilities and Deposits mentioned in Annexure B to the Application shall be paid as per the payment schedule mentioned in Annexure A to the Application. You are requested to make remaining payment of a sum of **Rs. _____/-** plus applicable taxes and to get the Agreement for Sub Lease as per the standard format executed and registered in your favour within 15 days from receipt of this allocation. The final allotment shall happen upon registration of the Agreement for Sub Lease.

The above-mentioned total consideration has been agreed to be paid by you to us in the following manner:

	Event of Making Payment	%
a)	Booking Money (Part B) Within 07 Days (Less Booking Money - Part A)	10% + GST
b)	On or before execution of Agreement	10% + GST
c)	On Commencement Of Piling	10% + GST
d)	On Completion Of Ground Floor Roof Casting	5% + GST
e)	On Completion Of 3Rd Floor Roof Casting	5% + GST
f)	On Completion Of 6Th Floor Roof Casting	10% + GST
g)	On Completion Of 9Th Floor Roof Casting	5% + GST
h)	On Completion Of 12Th Floor Roof Casting	10% + GST
i)	On Completion Of 15Th Floor Roof Casting	5% + GST
j)	On Completion Of 18Th Floor Roof Casting	5% + GST
k)	On Completion Of 21St Floor Roof Casting	5% + GST
l)	On Completion Of 24Th Floor Roof Casting	5% + GST
m)	On Completion Of 26Th Floor Roof Casting	5% + GST
n)	On Completion Of Roof Casting	5% + GST
o)	On Notice For Possession	5% + GST

Note: (1) GST is payable as per rate applicable.

(2) TDS of 1% will be deposited to the Government by the customer on the total consideration.

Besides the aforesaid Total Consideration, you shall also pay to us the following:

A. Additional Payment

Extra charges:

1. (a) Obtaining and providing electricity supply and meter, including, those on account of and/or transformer and electrical sub-station and its installation, if any, HT/LT line supply, supply cables, switch gears, etc. and Power backup generator @ Rs. 200 per sqft/- and (b) legal charges Rs. 50/- per sqft + GST. (c) Air conditioning charges Rs Rs 350 per sqft + GST (d) Rs. 100/- per sqft + GST only towards advance Maintenance charges and proportionate liability towards the common Expenses.
2. Additional consideration in case there be any increase or decrease in area of the said Flat upon construction being made, proportionate amount which would be payable by you or refunded to you as per the agreed rate for purchasing the Composite Unit, within 30 days of demand.
3. Deposits for Corpus Fund @ Rs.____/-, Corporation Tax @ Rs._____-/- payable by you at the time of possession.
4. GST and/or development charges and any other tax, duty levy, municipal taxes or charge that may be imposed or charged, if any, in connection with construction or transfer of the Composite Unit, would be payable by you within 30 days of demand.
5. Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum of Agreement, the Deed of Sub Lease and all other papers and documents that may be required to be executed and/or registered, would be payable by you within 30 days of demand.
6. Charges for any additional work done or amenity or facility provided or any variation made in the Composite Unit or any part of the same, then the proportionate charges to be paid to Kolkata Municipal Corporation in accordance with the provision of Rule 26, would be realized from you.
7. Notwithstanding the fact that the Developer may have issued an acknowledgement by way of a receipt for the money tendered with Application Form(Booking Money) and/or by subsequent demand invoices, the Applicant(s) has/have clearly understood that this Allotment Letter is only a request of the Applicant(s)for the allotment of the Composite Unit and does not constitute a final allotment or an agreement and the Applicant(s) is/are not vested with any right, interest or entitlement in or over the Apartment/Flat, until a formal Agreement for Sub Lease is executed by the Developer in favor of the Applicant(s) under the applicable laws and copy of the standard Agreement for Sub Lease has been provided to you and been approved by you.
8. The Applicant(s) shall not be entitled to transfer/assign his/her/their/its interest in the Apartment/Flat in favour of any third party unless (i) 18 months have expired from the date of execution of Agreement for Sub Lease (ii) Consideration is paid as per the payment schedule and (ii) the Applicant(s) has/have obtained prior written consent of the Developer. The Developer reserves the right to allow such transfer at its sole discretion on payment of transfer/nomination charges.

Timely payment of the consideration money is the essence and spirit of this provisional allotment.

From time to time we shall call upon you to make the payments which are linked to the various stages of the construction as mentioned in the Payment Schedule. You will be required to pay these and make all other payments within the due dates as would be intimated to you. In case of delay of making any of these payments, we will be constrained to charge you the interest as per WB RERA.

If the Applicant(s) fail(s) to pay such amounts and execute the Agreement for Sub Lease as aforesaid within the stipulated period, the Developer shall without prejudice to any other rights that the Developer may have in that behalf be entitled to cancel the provisional allotment and forfeit the sum of Rs. _____/- (Rupees _____ only) and GST or any applicable taxes. Balance sum, if any, shall be refunded without interest upon such cancellation, subject to deduction of applicable taxes. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation.

In the event Applicant(s) withdraws/cancel after his/her/their/its acceptance but before or after entering into an Agreement for Sub Lease , the Developer shall be entitled to forfeit the

_____ % of the amount paid upto that date., Balance sum, if any, shall be refunded without interest upon such cancellation, subject to deduction of applicable taxes.

The name of the Project may be changed at the sole discretion of the Developer and the Applicant(s) shall not be entitled to raise any objection/hindrance on the same.

In case of cancellation/ withdrawal/ termination of this Application Form/Allotment Letter/Agreement for Sub Lease, all documents executed/received by the Applicant(s) in furtherance thereto shall stand cancelled/terminated for all intents and purposes and the Applicant(s) shall return all documents (in original) to the Developer.

All correspondences will be made with the Applicant(s) at the permanent address for correspondence (mentioned above) and/or on the e-mail address provided by the Applicant(s) and to the Developer at the address indicated by the Developer. In the event the Applicant(s) change their address, the same shall be informed to the Developer and an acknowledgement shall be obtained from the Developer acknowledging such change. In the event of there being multiple applicants, all communication will be sent by the Developer to the first Applicant as mentioned in this Application Form and the same shall for all purposes be considered as served on all Applicant(s).

The Applicant(s) is/are fully conscious that it is not incumbent on the part of the Developer to send reminders/notices in respect of their obligations as set out in this Allotment letter including but not limited to their obligation to pay the amounts due to the Developer.

In the case of joint Applicant(s) of the Apartment/Flat, unless a duly executed instruction by all such joint Applicant(s) is provided to the Developer at the time of termination, all payments/refund to be made by the Developer to the Applicant(s) under the terms of this Application Form/the Allotment Letter/the Agreement for Sub Lease, upon termination, shall be made to the first mentioned Applicant, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Applicant(s).

The Developer will not entertain any requests for modification in the internal layouts of the apartments and external facades of the tower.

All amounts are to be paid by cheque/Demand Draft/Pay Order /RTGS in favour of “_____” payable at Kolkata.

The Composite Unit shall be deemed to have been provisionally allotted to you after receiving the duplicate copy of this allotment letter duly signed by you, along with the receipt of payment as envisaged in the above mentioned payment schedule.

You will be required to sign an Agreement for Sub Lease as and when required by us in due course of time. Till then, the allotment of the Composite Unit shall be governed by the provisions of this letter.

Kindly confirm your acceptance by appending your signature on the duplicate of this letter.

The provisional allotment shall be invalid in case of any breach or violation of the terms and conditions mentioned in the Application.

For _____ Pvt. Ltd.

I/We accept

(Authorized Signatory)
