

_____, 2019

[•] (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 Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____ by Siddha Town Baruipur LLP (“the Promoter”)

1. The Promoter is undertaking the development of **(1)** land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas **and (2)** land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (collectively “**Larger Property**”), in a phase-wise manner (“**Whole Project**”).
2. The development of the Whole Project known as ‘**Siddha Suburbia**’ *inter alia* consisting **(I) Block/Building Nos. 1A** (namely Camelia), **1B** (namely Dahlia), **1C** (namely Euphoria), **1E** (namely Florencia), **1F** (namely Gardenia), **1G** (namely Helonia), **1H** (namely Ambrosia) and **1J** (namely Begonia), *inter-alia* comprising of 8 (eight) Ground+ 14 (G+14) storied residential buildings, **(II) Block/Building No.1D**, *inter-alia* comprising of 1 (one) Basement +Ground + 7 (B+G+7) storied building for Multi-level Car Parking (**MLCP**), **(III) Block/Building No. 2**, *inter-alia* comprising of 1 (one) Ground + 3 (G+3) storied building for Club, and **(IV) Rooftop Sky Walk** over the 8 (eight) (G+14) storied of the residential blocks/buildings (as mentioned above), all the aforesaid development/constructions mentioned in **(I) to (IV)** above being developed as **Phase I** of the Whole Project (“**Phase I**”) and the said Phase I has been registered as a real estate project with the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. HIRA/P/SOU/2018/000119; **and (V)** blocks of Residential Bungalows *inter-alia* consisting of Block Nos. 1 to 7, being developed as **Phase II** of the Whole Project on land measuring 206.0690 (two hundred and six point zero six nine zero) decimal, more or less, equivalent to 124.8903 (one hundred and twenty four point eight nine zero three) *cottah*, equivalent to 8338.958 (eight thousand three hundred and thirty

eight point nine five eight) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 28, 29, 30, 31, 32, 33, 34, 35, 36, 44, 45/935, 45, 46, 47, 48, 49 and 53 recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN-700144, within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas (“**Project Property**”) and (VI) 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. 1 to 7, are presently being developed as a phase (**Phase II**) 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 Housing Industry Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

3. The Promoter has agreed to allot the Residential Bungalow i.e. the ground plus one storied Residential Bungalow No. _____, with attached balcony **along with** exclusive right to use the Front Yard area (which includes 1 (one) car parking area) and Backyard area, appertaining to the aforesaid bungalow 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 HIRA, is more particularly described in the **First Schedule** hereunder written.
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 9.5 % (nine point five percent) 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 Value Added Tax, Service Tax, 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 service tax, VAT, 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 HIRA 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 charges (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 2% 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 15 (fifteen) 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 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 sub-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 **Siddha Town Baruipur LLP**

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 HIRA: [●] Built-up Area: [●]
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	[●]
8.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●] Allottee/s email address: [●]
9.	PAN	Promoter's PAN: [●]

THE SECOND SCHEDULE ABOVE REFERRED TO

(Schedule of Payment of the Sale Price as payable by the Allottee/s)

PAYMENT SCHEDULE	
On Application	Rs. 1,00,000/- + GST
On Allotment of Said Bungalow	9.5% of total consideration + GST (less Application amount)
On execution of Agreement for sale	10.5% of total consideration + GST + 50% Legal Fees
On Commencement of Foundation of Said Bungalow	10% of total consideration + GST
On completion of Gr. Floor slab of Said Bungalow	10% of total consideration + GST
On completion of 1 st Floor slab of Said Bungalow	10% of total consideration + GST
On completion of roof casting of Said Bungalow	10% of total consideration + GST
On completion of brickwork of Said Bungalow	10% of total consideration + GST
On completion of flooring of Said Bungalow	10% of total consideration + GST
On completion of finishing work of Said Bungalow (# It includes internal civil work and external paint only)	10% of total consideration + GST
On offer of possession of Said Bungalow	10% of total consideration + GST + 50% Legal Fees + All extra charges with GST

THE THIRD SCHEDULE ABOVE REFERRED TO

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

Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 1,20,000/- for the Said Bungalow, to the Promoter.	
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Promoter.	
Generator: stand-by power supply to the Said Bungalow from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoter	
Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Larger Property or the Said Bungalow And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.	
Legal Fees, Stamp Duty and Registration Costs: fees of Messieurs Saha & Ray, Advocates (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs.20,000/- (Rupees	

Draft Allotment Letter - Siddha Suburbia (Bungalow) – Phase II

twenty thousand). 50% (fifty percent) of the fee shall be paid simultaneously herewith and the balance 50% (fifty percent) shall be paid on the Date of possession notice. Stamp duty, registration fees, fixed miscellaneous expenses of Rs.5,000/- (Rupees five thousand) for each registration and all other fees and charges, if any, shall be borne by the Allottee and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Promoter, who shall do all accounting with the Legal Advisors.	
Maintenance Charges for Common Areas: the proposed monthly maintenance charge will be fixed prior to issuance of Possession Notice. Common Area Maintenance (CAM) deposit @ Rs. 20/- (Rupees Twenty) per square feet on built-up area of the Said Bungalow.	
Miscellaneous Charges of Rs.5,000/- (Rupees five thousand) for the Said Bungalow.	