

## **SOUMITA PROJECTS (P) LTD.**

### LETTER OF ALLOTMENT

Ref. No. AL/K/2D/2019

Dated: 17.05.2019

Ph.: + 91 33-4033 1234

Mr.Girin Chandra Kalita

Address: 554, D-Sector, Naharlagun,

Arunachal Pradesh, Pin code-791110

Contact No.: +15165459436

Customer ID No- KSPPL/K/2D/174/2019-20

Sub:- Letter of Allotment of Flat No. 2D, on 2<sup>nd</sup> Floor, in Block- K in "Project Kabya Phase-II" situated at Rajarhat.

Dear Sir/Madam,

In reference to your application No. KSPPL/K/2D/174/2019-20 dated 04.04.2019, we are pleased to inform you that we accept your application and subsequently you have been allotted a Flat No.2D on 2<sup>nd</sup> Floor in Block - K having tentative/approximate carpet area of 579.56 Sq.Ft, along with exclusive balcony area of 60.65 Sq.Ft, and proportionate common area of 285.79 Sqft. total area admeasuring 926 Sq.Ft. ("Unit/Flat") and right to park 1 (One) in the Covered car parking no. ..... admeasuring 135 Sq.Ft. ("Unit/Flat") against your Application No. KSPPL/K/2D/174/2019-20 dated 04.04.2019 ("Application Form") in our project named as "Kabya Phase - II" at Rajarhat.

The allotment of the said Unit/Flat is subject to terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Agreement for Sale, proposed to be signed with you, including the timely payment of total payable amount / Total Price as per the Payment Plan as per Annexure "A".

The above allotment of the Unit/Flat in your favour, is further subject to you making timely payments to us as per the Payment Plan and execution of the Agreement for Sale with us within 30 (thirty) days from the date of issuance of this Allotment Letter and/or from the date of its dispatch by us at your address as notified by you in the said application which ever is earlier. The proposed Agreement for Sale stipulates the detailed terms and conditions of the sale of the said Unit/Flat in your favour and you are requested to complete the registration of agreement of sale by way of registration of the said agreement in accordance with the State law of the land or under any law for the time being in force.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least 30 (thirty) days prior to such termination.

The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the West Bengal Housing Industry Regulation Act, 2017 and West Bengal Housing Industry Regulation Rules, 2018:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money (if any) paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation and after receiving the balance

amount (if any) the Allottee shall not have any right or interest in respect of such Unit/Flat and the Promoter shall be entitled to allot such Unit/Flat to any other Allottee.

Further, your timely disbursement of payment is solicited, as per demand notice for payment sent to you in accordance to annexure "A" and Agreement for Sale.

We confirm and acknowledge that you have paid an amount of Rs.1,00,000/- (Rupees One Lakh only) including GST as booking amount vide URN. 909518153996 of HDFC dated 05.04.2019 against your provisional allotment of Said Flat.

For any query, please feel free to visit our site or corporate office at DN 51, Merlin Infinite, Suite No.610, 6<sup>th</sup> Floor, Salt Lake, Sector V, Kolkata-700091 and can also call on 9007054447/8584031491 and we would be happy to assist you. Assuring you the best of our services.

This allotment letter is adhering to the terms and conditions of West Bengal Housing Industry Regulation Act, 2017 and Rules, 2018 framed there under.

You are kindly requested to accept the allotment by signing on the office copy of the allotment letter and acceptance of allotment.

Warm Wishes,

For Soumita Projects Pvt. Ltd.



(Authorized Signatory)

# Annexure "A" (Payment Plan)

# Table 1 [Total Price of Apartment along with Car parking (if any)]

Cost of Apartment @ Rs. 2750/-		Rs.16,73,480/-
Per Sq.Ft. Carpet Area	Rs.79,690/-	, , , , , , , , , , , , , , , , , , , ,
+ GST @ 5%		
Cost of Exclusive Balcony (if any)@ Rs. 2750/- Per Sq.Ft. Carpet Area	Rs.1,66,788/-	Rs.1,75,127/-
+ GST @ 5%	Rs. 8,339/-	
Cost of Exclusive Open Terrance (if any)@ Rs/- Per Sq.Ft. Carpet Area	N.A	N.A.
+ GST @ 5%	N.A.	
Cost of Proportionate Common Area i.e. 285.79 Sqft. @ Rs. 2,750/- Per Sq.Ft.	Rs. 7,85,923/-	Rs.8,25,219/-
+ GST @ 5%	Rs. 39,296/-	
Preferential Location Charges (if any)@ Rs/- Per Sq.Ft. Carpet Area	N.A.	N.A.
+ GST @ 18%	N.A.	
South Facing Charges (if any)@	N.A.	N.A.
Rs/-Per Sq.Ft. Carpet Area + GST @ 18%	N.A.	
Maintenance deposit	Rs.16,668/-	Rs.16,668/-
(For 6 months)		
Parking (if any) Open / Covered	Rs. 3,00,000/-	Rs.3,15,000/-
+ GST @ 5%	Rs.15,000/-	Service of the second s
Transformer Charges (if any)	Rs.37,040/-	Rs.43,707/-
+ GST @ 18%	Rs.6,667/-	
Generator Charges (if any)	Rs.35,000/-	Rs.41,300/-
+ GST @ 18%	Rs.6,300/-	

	Payments in Rupees to age e	Rs. 31,23,281/-
@ Rs/- + GST @ 18% <b>Fotal Price</b>	N.A.	N.A.
+ GST @ 18% Club Membership (if any)	Rs.27,780/- Rs.5,000/-	Rs.32,780/-

### Explanation:-

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the West Bengal Housing Industry Regulation Act, 2017, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee

the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levied etc. have been imposed or become effective;

Table 2
(Schedule of Payments in Rupees in agreed installments)

On Application	Rs. 1,00,000/-  10% of the Total Price less application amount	
On Agreement		
On commencement of Foundation	10%of the Total Price	
On commencement of Ground Floor Roof casting	10%of the Total Price	
On commencement of 1st Floor Roof casting	10% of the Total Price	
On commencement of 2 <sup>nd</sup> Floor Roof casting	10% of the Total Price	
On commencement of 3 <sup>rd</sup> Floor Roof casting	10% of the Total Price	
On commencement of 4 <sup>th</sup> Floor Roof casting	10% of the Total Price	
On commencement of brick work	10% of the Total Price	
On or before flooring	10% of the Total Price	
On or before Possession	10% of the Total Price	

#### **ACCEPTANCE OF ALLOTMENT**

I/We hereby accept the allotment of Flat No. 2D on 2<sup>nd</sup> Floor in Block- K having tentative/approx carpet area of 579.56 Sq.Ft., along with exclusive balcony area of 60.65 Sq.Ft., admeasuring 640.21 Sq.Ft., and right to park One in the Covered car parking no. ..... admeasuring 135 Sq.Ft. in the project named as "Kabya- Phase II" which is being developed by Soumita Projects Pvt. Ltd. subject to terms and conditions of the Application No. KSPPL/K/2D/174/2019-20 dated 04.04.2019 and this Allotment Letter.

I/We shall be abided all the terms and conditions of the Application No. KSPPL/K/2D/174/2019-20 dated 04.04.2019 and this Letter of Allotment as mentioned herein before.

Thanks and regards,

(Customer Name and Signature)

Date:

Place: