



VIRA AJ CONCRETE INDIA PVT. LTD.

ALLOTMENT LETTER

Date -

To

Kolkata -
West Bengal
India

Sub: Allotment of Flat No - Floor No - , Side - at Viraaj uniQua, at 3290 Nayabad, Kolkata - 700099

Dear Sir,

We are delighted to inform you that you have been provisionally allotted Apartment No. having total Carpet Area approximately Sq Ft including balcony therein, Built Up Area approximately Sq Ft and Saleable Area also called as Super Built Up Area of Sq Ft approximately on the along with Sq Ft car parking space as permissible under the applicable law and of pro rata share in the common areas (hereinafter referred to as the "Apartment") in our project namely, VIRA AJ uniQua, at 3290 Nayabad, Kolkata - 700099.

The carpet area of the Said Apartment as defined under the provisions of HIRA, is more particularly described in the First Schedule hereunder written.

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 10% 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).

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



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and/or with respect to the Said Apartment 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 as per WBHIRA) 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 Apartment, 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.

Simultaneously with payment of 10% of the Sale Price as detailed in the First 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.

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).

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).

If the Allottee/s fails for consecutive 2 Months of delay in making payment of the Sale Price/parts including the Interest rate (State Bank of India Highest Marginal Cost of Lending Rate plus 2%), 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 30 (Thirty) 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.



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If the Allottee/s 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 including the total interest 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 Apartment and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment in the manner it deems fit and proper.

Further if the PROMOTER finds himself unable to pay back the balance amount within 45 days from the date of cancellation due to involvement of entire fund in project construction & withdrawal of fund may hamper the construction of the said project keeping in mind the timeline to complete the project as per norms & without hampering interest of other ALLOTTEE's registered with the project, the PROMOTER can request the ALOTTEE of paying back the balance amount payable to the ALLOTTEE within 45 days from the date of fresh sale of the Flat to another Allottee from the paid up amount and the developer will return the amount to the Purchasers after booking of the said flat & getting the consideration.

Further in case of a falling market the amount refundable will be further reduced by the extent of the difference in amount receivable on a fresh sale of the Flat to another Allottee and the purchase price of the Allottee, if the current sale price is less than the purchase price. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter.

Transfer of allotment of the said flat shall be subject to the following terms and conditions :

In case the allotment of the said flat is transferred to a spouse, child and/or parents:

Within six (6) months from the date of the Provisional Allotment Letter, a nominal transfer fee of Rs. 5000 shall be payable to the Developer. After six (6) months from the date of issuance of the Provisional Allotment Letter, a transfer fee of 2% of the total sale value of



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the said flat shall be payable to the developer. In case the allotment of the said flat is transferred to anyone other than a spouse, child and/ or parents, a transfer fee of 2% of the total sale value of the said flat shall be payable to the Developer.

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

Thanking you,

Yours faithfully

VIRAAJ CONCRETE INDIA (P) LTD

Managing Director/ Director

For VIRAAJ CONCRETE INDIA PVT LTD

I/We have understood the terms and conditions of the provisional allotment and accept the provisional allotment and hereby accept the same.

Allottee Name:

Address -

Date -

Allottee Name:

Address -

Date -



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Said Flat and Appurtenances

ALL THAT one residential Flat being No..... on the floor, marble flooring of the Straight – III storied building having Carpet Area of Sq Mt more or less, Balcony measuring Sq. Mt. more or less, Built Up Area Sq. Mt more or less, Proportionate Common Area measuring Sq. Ft. & Super-Built Up Area measuring Sq. Ft more or less consisting of (.....) Bedrooms, Dinning / Drawing, 1(One) Kitchen, 1(One) toilet, 1 (One) W.C. and 1(One) Balcony

PAYMENT SCHEDULE

The Total Price payable for the Said Flat and Appurtenances is Rs. _____/-
(Rupees).

PAYMENT TERMS		
PROCESS	PROPOSED PAYMENT TERMS	PAYMENT
Step -1	Application	Rs. 100000
Step -2	On Sale Agreement (10% – Application Amount)	10%
Step -3	Within 15 days from date of Execution of Agreement	10%
Step -4	Foundation / Pilling	15%
Step -5	Ground Floor Casting	15%
Step -6	1st Floor Casting	15%
Step -7	2nd Floor Casting	10%
Step -8	Roof Casting	10%
Step -9	Internal plaster	5%
Step -10	Maintenance charges for 12 months including 18% GST	
Step -11	Within 1 Month post receive of Completion Certificate	10%

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MAINTAINENCE CHARGES		
SL NO	CHARGES CLASSIFICATION	AMOUNT
1	MAINTENANCE CHARGES	
	Maintenance Deposit (For Twelve Months)	Rs. 2/- per Sq.Ft.