

_____, 2018

[•] (name) (the Allottee)

[•] (address)

Re: Allotment of Apartment more particularly described in the First Schedule hereunder, in Tower/Building No._____ being a part of the Real Estate Project registered with the West Bengal Housing Industry Regulatory Authority at Kolkata on

_____ under Registration No._____, being constructed on a demarcated portion of land measuring 612.04 (Six hundred and twelve point Zero Four) Square Metrs, **more or less, comprised in** land measuring about 9 Cottahs 2 Chittacks 20 Sq.ft. of Danga land comprised in R.S. & L.R. Plot nos. 53/1871, 54/1872, 53 and 54; R.S.Khatian nos. 661 corresponding to L.R.Khatian nos. 90, 454, 43 and 407, Mouza-Paschim Putiary, J.L.No. 126, Police Station-Formerly Behala then Thakurpukur Now Haridevpur, District-South 24 Parganas being Premises no. 197, Putiary Panchanantala Road, (Mailing Address-18/1, Putiary Panchanantala Road, Kolkata-700041, Vide Assessee no. 4111511011979, A.D.S.R. and D.S.R. Office-Alipore Kolkata-700041 (Larger Property) by the Promoter, M/S. Bapi Chowdhury.

1. The Promoter is undertaking the development of the Larger Property ("**Whole Project**").
2. The development of the Whole Project known as '**Ava Villa**' *inter alia* consisting of Two Blocks i.e., Block 'A' and 'B' Block 'C' and 'D' being G+III Storied building containing 12 Flats/Units 2Commercial and 5 Car parking spaces

and registered as a 'real estate project' (**Real Estate Project/Project**) with the West Bengal Housing Industry Regulatory Authority (**Authority**) under the provisions of the West Bengal Housing Industry Regulation Act, 2017 (**HIRA/Act**), the West Bengal Housing Industry Regulation Rules, 2018 (**Rules**) and the West Bengal Housing Industry Regulation Act, 2017 (**Regulations**), and other rules, regulations, circulars and rulings issued thereunder from time to time.

3. The Promoter has agreed to allot the Apartment more particularly described in the First Schedule hereunder ("**Said Apartment**") comprised in the Tower and Building more particularly described in the First Schedule hereunder written (**Said Tower/Building**) 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 Apartment 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 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).
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 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) 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 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.

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 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.

For **M/S Bapi Chowdhury**

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 Apartment	Apartment No. [●] on the [●] floor
2.	Building	Building No. _____
3.	Carpet area of the Said Apartment as per HIRA	[●]
4.	Sale Price	Rs. [●]/- (Rupees [●] Only)
5.	Bank Account of the Promoter	[●]
6.	Car parking space/s	[●]
7.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●] Allottee/s email address: [●] Allottee/s phone number: [●]
9.	PAN	Promoter's PAN:[●] Allottee/s PAN:[●]

THE SECOND SCHEDULE ABOVE REFERRED TO
(Schedule of Payment of the Sale Price as payable by the Allottee/s)

For Block 'A' and 'B' Block 'C' and 'D'.

<u>Sl.</u>	<u>Payment Schedule</u>	<u>Amount</u>
<u>1</u>	<u>On Application</u>	<u>Rs.1,00,000/-</u>
<u>2</u>	<u>On Allotment of Said Apartment</u>	<u>10 % of total consideration + Applicable Tax (inclusive of Application Money)</u>
<u>3</u>	<u>On execution of Agreement</u>	<u>10 % of total consideration + Applicable Tax</u>
<u>4</u>	<u>On Commencement of Piling of the Said Tower/Building</u>	<u>10 % of total consideration + Applicable Tax</u>
<u>5</u>	<u>On Completion of Ground Floor Roof Casting</u>	<u>10% of total consideration +Applicable Tax</u>
<u>6</u>	<u>On Completion of 2nd Floor Roof Casting</u>	<u>10% of total consideration + Applicable Tax</u>
<u>7</u>		
<u>8</u>		
<u>9</u>		
<u>10</u>		<u>5 % of Total Price + Applicable Tax</u>
<u>11</u>		<u>5% of total consideration + Applicable Tax</u>
<u>12</u>	<u>On Completion of Flooring of the Said Apartment in the Said Tower/Building</u>	<u>5% of Total Price + Applicable Tax</u>
<u>13</u>	<u>On Offer of Possession</u>	<u>5% of Total Price + Applicable Tax</u>

<u>1</u>		
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11		
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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. 100/- per sq ft on Carpet Area/- (Rupees one hundred) per square feet, based on the carpet area of Said Apartment, 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 Apartment/Flat 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 Apartment 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 twenty thousand 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 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 of 6 months need to be paid prior to handover. A further 3 months CAM need to be simultaneously taken towards advance.	