

ALLOTMENT LETTER

Mr.....
S/o :
.....
.....
.....

Date:

Sub: Letter of Allotment of Flat/Unit in "Royd Plaza" situated at 70B, Debendra Chandra Dey Road, Kolkata – 700 015.

Dear Sir,

Hearty Congratulations!!!

We are delighted to inform you that you have been allotted a Unit/Flat bearing no. on Floor, Block- ... having carpet area of Sq. Ft. super built up area of ("Unit"), against your Request, in our project named as "Royd Plaza" which is being developed upon land admeasuring 14Cottahas 8 Chattaks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet situated at Permises no. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015 at Mouja Tangra and more particularly described in Schedule-I hereto in accordance with terms and conditions of said Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of this Allotment Letter and the terms and conditions of the Apartment Buyer's Agreement/Agreement for sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

The above provisional allotment of the Unit in your favour, is further subject to you making timely payment to us as per the Payment Plan and execution of the standard Flat buyer's agreement/Agreement to Sell with us within 45 days from the date of its dispatch by us at your address as notified by you in the said application. The Agreement to Sell stipulates the detailed terms and conditions of the contemplated sale of the Unit in your favour. If you fail to sign and return the executed copy of the Agreement to Sell with the stipulated period of 45 days and/ or if you fail to comply with any of your obligations of this provisional allotment including but not limited to making of timely payments as aforesaid, then we shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event you will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

Please quote the Unit No. as mentioned above in all your future correspondence with us. In token of your confirmation of the above, please return the duplicate copy of this letter duly signed by you.

For any query, please feel free to visit corporate office at 76, Park Street, Kolkata - 700017 and can also call on 9831077240/9007058000 and we would be happy to assist you. You can also email to us on tkdevelopers138@gmail.com

Assuring you the best of our services.

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

TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "ROYD PLAZA".

1. The Project has been applied for registration with the West Bengal Housing Industry Regulatory Authority ("Authority").
2. The Allottee(s) has/have full knowledge of all the laws/notifications and rules applicable to the the Project and further acknowledges that that he/she has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the rights, title and interest possessed by M/s T. K. Developers incorporated under the laws of India having its registered office at 76, Park Street, Kolkata - 700 015 (hereinafter referred to as " Promoter) The Applicant(s) acknowledges having also obtained all clarifications with respect to the Project and Project Land.
3. The sale consideration of the Unit is Rs. /- (Rupees) only including consideration for (hereinafter referred to as "Basic Sale Consideration of Unit").
4. The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):
 - a) Six month maintenance charges: Rs..... /- (Rupees) per Sq. Ft.;
 - b) Interest Free Maintenance Security (IFMS): Rs..... /- (Rupees) per Sq. Ft.;
 - c) External Electrification Charges: Rs..... /- (Rupees) Per Sq. Ft.;
 - d) Power Backup Facility Charges: Rs..... /- (Rupees)Per Sq. Ft.;
 - e) Legal Charges: Rs..... /- (Rupees);
 - f) Service Tax/GST:
 - g) Municipalty Deposit: Rs...../- (Rupees) per Sq. Ft.;
5. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs..... /- (Rupees), which shall hereinafter be referred to as "Total Payable Amount".
6. The Allottee(s) is aware that the Total Payable Amount is inclusive of the booking amount, VAT/Service Tax/Cess/GST or any other similar taxes levied in connection with the construction of the Project up to the date of handing over of possession of the Unit, cost of internal/external development charges and the cost of providing all facilities, amenities, specifications within the Unit and the Project and more specifically detailed in Annexure-I annexed herewith.
- 7 . The Allottee(s) shall pay the Total Payable Amount of Unit less booking amount of Rs..... /- (Rupees) strictly in accordance with the Payment Plan annexed herewith as Annexure - I, through Account Payee Cheque / Demand Draft in favor of "T K Developers . The receipt would be valid only after realization of the said cheque/demand draft/and effect of credit in account of the Promoter However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).
8. The Allottee(s) should note that an amount equivalent to 20% of Basic Sale Consideration shall be treated as the "Earnest Money" and the balance amount shall be paid by the Allottee(s) in accordance with the payment plan specified in "Annexure I" hereto.

9. The Allottee(s) is aware the Total Payable Amount is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the Competent Authority, from time to time. If the increase is in statutory charges including but not limited to, upward revision of External Development Charges / Infrastructure Development Charges, taxes, Lease Money, Urban Development Tax, other government charges / deposits, increase of deposits / charges for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature, the Allottee(s) shall be liable to pay the said additional charges and taxes to the Promoter from the date of booking. The Allottee(s) agrees and confirms to pay the same to the Promoter as and when demanded by the Promoter. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

10. Every' Allottee (s) shall be bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance Association as prescribed. The Allottee(s) shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of bye-laws of the Maintenance Association and shall duly fill-in, sign and return to the Seller within fifteen (15) days of the same being forwarded by the Promoter to the Allottee(s). After the handover of common areas and facilities of the Project to the Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the common areas and common facilities of the Project. The Allottee(s) is aware that until the hand over of the common areas and facilities of the Project to the Maintenance Association in accordance with WBHIRA, the Promoter itself or through maintenance agency shall maintain the common areas and facilities of the Project. The Promoter shall transfer the IFMS to the Maintenance Association without any interest at the time of takeover of common areas and common facilities of the Project to the Maintenance Association.

11. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee(s).

12. The Allottee(s) agrees to execute the Seller's Standard Agreement for Sale/Apartment Buyer's Agreement, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter.

13. It is understood by the Allottee(s) that the Promoter shall have no obligation to send reminders/ notices to the Allottee(s) in respect of the obligations of the Allottee(s) as set out in the application Form and in this Allotment Letter and Agreement to Sell and the Allottee(s) is required to comply with all his obligations on its own. In the event the Allottee(s) fails to comply with terms and conditions thereof, the Promoters shall always have the right to cancel / terminate the Allotment Letter and/or Agreement to Sell and to forfeit the entire Earnest Money. Thereafter, the Allottee(s) shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/or Agreement to Sell.

14. Allottee(s) agrees that parking space which may be earmarked with the Unit will be treated as a single indivisible unit for all purposes and the Allottee(s) undertakes not to transfer this right in favour of any third party independent of the conveyance, sale, transfer and assignment of the Unit.

15. The Allottee(s) hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

16. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any such Allottee(s) refund as per the terms of the Agreement shall be made only to the Allottee(s).

17. A detailed Agreement for sale shall be executed between the Allottee(s) and the Promoters in the Seller's standard Agreement for Sale format mentioned hereinabove.

18. The sale deed shall be executed and registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoters in favour of the Allottee(s) within a period of three (3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoters by the Allottee(s) in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of this Allotment Letter and the Agreement for Sale. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee(s).

19. The timely payment of installments as per the Payment Plan shall be the essence of this allotment. It shall be incumbent upon the Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and sale. In case the Allottee(s) fails to make payment of any installment as per Payment Plan, despite having been issued notice in this regard by the Promoter, the Allottee(s) shall be liable to pay Interest as per WBHIRA (Regulation and Development) Rules, 2017 ("Rules"). In case of Allottee(s) fails to pay the due instalment together with interest payable thereon within a period of 60 days from the payment due date, the same shall be construed as default and the Promoter may, at its sole discretion, cancel the allotment and/or terminate the Agreement to Sell and be entitled to forfeit the Earnest Money taxes, duties, cess, etc. paid to concerned department in respect of the Unit and the interest liabilities and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer and the Allottee(s) shall have no other claim whatsoever against the Seller. However, the Promoter may, at its sole discretion, decide not to cancel the allotment. Such discretion to condone the delay and not cancel the allotment shall vest exclusively with the Promoter and all decisions taken by the Promoter in this regard shall be final and the Applicant(s) agrees that all such decisions of the Promoter shall be binding on and acceptable to him. In any case whatsoever such acts shall not be considered as waiver on the part of the Promoters nor shall the same in any manner prejudice the rights of the Promoters. All over-due payments from the Allottee(s) shall attract interest at the rate specified under the Rules per annum from the date it fall due till the date of receipt of actual payment. If any of the cheques of the Allottee(s) gets dishonoured for any reason whatsoever, the Promoter shall be fully entitled, at its sole discretion, to cancel the Allotment and to forfeit the entire Earnest Money. However, the Promoter may, at its sole discretion, may defer its right to cancel the allotment by charging Cheque Dishonour Charges.

Cheque Dishonour Charges payable for dishonour of a particular instalment payment cheque for first instance is Rs./- and for second instance it is Rs./- only. Thereafter, no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only.

20. The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of Agreement for Sale to be taken within three (3) months from the date of issue of occupancy certificate.

21. Subject to force majeure, the Promoter agreed to offer possession of the Unit on or before. In the event of the failure of the Allottee(s) to take over the possession of Unit, the Promoter shall have the option to cancel allotment and forfeit Earnest Money and interest liabilities and refund balance amount without any interest or the Promoter may without prejudice to its rights under this allotment letter, decide not to cancel the allotment of the Unit and in such case the Allottee(s) shall pay the Promoter the following amount:-

(i) The amount due with interest as mentioned in the notice for possession from the due date till date of the payment.

(ii) Maintenance charges from the date of offer of possession as per notice of possession.

(iii) Holding! Safeguarding charges @ Rs...../- per sq. ft. month for the period of delay.

However, notwithstanding anything mentioned hereinabove in this clause, in case the delay in taking possession of the Unit by the Allottee(s) exceeds __ days, the Promoter without prejudice to its rights under the Agreement for Sale, shall be entitled to terminate the allotment and forfeit Earnest Money, taxes, duties, cess, etc. paid to concerned department in respect of the Unit, interest liabilities and other charges payable for delay in taking possession as mentioned hereinabove and refund balance amount without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee /buyer.

22. In case the Allottee(s) cancels/withdraws from the Project without any fault of the Promoters, the Promoter herein is entitled to forfeit the Earnest Money, all any taxes, duties, cess etc paid by the Allottee(s) and deposited by the Seller to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee(s) all rights, title and interest of the Allottee(s) over the Unit shall stand extinguished and the Allottee(s) shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.

23. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) without interest or compensation whatsoever. Allottee(s) agrees that he/she shall not have any rights, claims, etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement for Sale to be executed.

24. The Promoter shall confirm to the final Carpet Area/super built up area that has been allotted to the Allottee(s) after the construction of the Project is complete, by furnishing details of the changes, if any, in the Carpet Area/super built up area. The Total Payable Amount payable for the Carpet Area/super built up area shall be recalculated upon confirmation by the Promoter. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 above.

25. The Allottee(s) shall be liable to pay from the date of offer of possession, house-tax, property tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built Up area/Carpet area of Unit to the Super Built Up area/Carpet area of all apartments in the Project. If the Promoter has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter within 15 days from the date of notice in this regard from the Promoter failing which the Promoter shall be entitled to charge interest for the period commencing on the date on which the Promoter paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter

26. The Allottee(s) agrees that the Promoters shall have the right to make additional construction anywhere in the Project Land including construction of upper floors, including but not limited to the reasons of increase in floor area ratio (FAR) at the Project Land or for any other reasons whatsoever to the extent permissible by the Governmental Authorities. The Promoters shall have the right to transfer such additionally constructed areas/units in any manner whatsoever as the Seller may in its absolute discretion deem fit. In the event such additionally constructed areas/units are developed on the Project Land, then the transferees of such additional construction shall have the same rights as the Applicant(s) with respect to the Project including the right to be member of the Association and a right to use of the common areas and facilities. The Promoter shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project Land. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards any such additional FAR and shall have no right and/or objection to any of such additional construction activities to be carried on by the Promoter on the Project Land, provided the specifications and size of the Unit shall not undergo a charge.

27. On intimation from the Promoter, the Allottee(s) shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee(s). On failure to execute the same within forty five days (45) from the receipt of notice in this regard/or adhere to the terms and conditions mentioned therein, the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, the Promoter shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event the Allottee(s) will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

28. The Allottee(s) shall not transfer/assign his allotment of the Unit without prior written permission of the Promoters. Once the Agreement to Sell has been executed, after payment of minimum 20% of the Basic Sale Consideration by the Allottee(s) or period often (10) months being elapsed from the date of issuance of Allotment Letter, whichever is later, the Allottee(s) may, provided the Allottee(s) is in compliance of all terms and conditions of the Agreement to Sell, assign / transfer its rights and obligations under the Agreement to Sell or nominate/substitute/ any third person/entity in his place for execution of the conveyance / sale deed in respect of the Unit . Any such assignment! transfer/ substitution shall be subject to the Allottee(s) submitting documentary proof as may be required by the Promoters, payment of a transfer / administrative charges of 2% of the Basic Sale Consideration along with all other dues payable by the Allottee(s) to the Promoter till that date and further subject to such terms and conditions as may be imposed by the Promoter. Any such assignment / transfer by the Allottee(s) shall always be subject to applicable laws, notifications/ governmental directions.

29. In case the Allottee(s) wants to avail of a loan facility from his employer or any Bank or any Financial/Lending Institution to facilitate the purchase of the Unit applied for, the Promoters shall facilitate the process subject to the following:

I. The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee(s) only.

II. The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter as per Payment Plan shall be ensured by the Allottee(s), failing which the Allottee(s) shall be governed by the provisions herein-above.

30. The Allottee(s) agrees that the development of the Project is subject to force majeure clause, which includes Acts of God, war, storm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, drought, fire, earthquake or any other calamity caused by nature.

31. Proportionate common electric charges and water charges from the date of offer of possession of Unit shall be borne and paid by the Allottee(s).

32. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which it shall be free to deal with, in accordance with applicable laws.

33. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoters in accordance with the terms and conditions of the Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Promoters shall be entitled to allot such Unit to any other allottee.

34. Nothing contained in these presents shall be construed to confer upon the Allottee(s) any right, title or interest of any kind whatsoever in, to or over the unit or common areas and facilities. The conferment of Unit shall take place only upon the execution of sale deed in favour of the Allottee(s).

35. The Allottee(s) hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act, etc. as may be applicable on the Project.

36. The terms and conditions to be mentioned in the Agreement to Sell, Sale Deed shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, Sale Deed, the terms and conditions specified later in the Agreement to Sell, Sale Deed, shall supersede the terms and conditions as set out herein.

37. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed to be executed between the Allottee(s) and the Promoters and the same shall be binding on the Allottee(s).

38. The Allottee(s) confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Seller's obligations and limitations set forth in this Allotment Letter. The Allottee(s) shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

41. This Allotment Letter shall be construed in accordance with Act , Rules and regulations made there under including other applicable Laws of India for the time being in force.

Schedule -1

Description of Project land

ALL THAT piece and parcel of land measuring about an area a little more or less 14 Cottahs and 8 Chittacks on actual measurement found to be admeasuring 14 Cottahs, 9 Chittacks and 16 Square Feet together with structure standing thereon lying and situated at premises nos. 70 & 70/1, after amalgamation 70B, Debendra Chandra Dey Road, Kolkata 700 015, at Mouja Tangra, comprised in Touzi no. 2833, Division-IV, Sub-Division-H, District 24 Praganas (South), Police Station Entally, Ward no. 58 of Kolkata Municipal Corporation together with all right, title, interest and right of easement attached thereto,

The piece and parcel of the plot of land in site is bounded on the: -

ON THE NORTH : Partly by Debendra Chandra Dey Road and partly by the premises no.

71, Debendra Chandra Dey Road;

ON THE SOUTH : By premises no. 70/C, Debendra Chandra Dey Road, Kolkata;

ON THE WEST : By premises no. 70, Debendra Chandra Dey Road, Kolkata;

ON THE EAST : Partly by KMC Road and partly by premises no. 71, Debendra Chandra Dey Road

Annexure - 1

(Payment Details)

Payment Schedule:-

Sl. No.	Time of Payment	% of Sales Consideration
1.	Booking Amount	Rs.
2.	Before Signing of Agreement	20% of sales value (inclusive booking amount)
3.	At the time of Piling Work	10% of Sale Value
3.	At the time of casting of Ground Floor	10% of Sale Value
4.	At the time of casting of First Floor	10% of Sale Value
5.	At the time of Casting of Second Floor	10% of Sale Value
6.	At the time of casting of Third Floor	10% of Sale Value
7.	At the time of casting of Fourth Floor	10% of Sale Value
8	At the time of Brick Work	10% of Sale Value + 50% of Extra Charges
9.	at the time of Flooring and Electric Work	5% of Sale Value
10.	At the time of Possession	5% of Sale Value + 50% of Extra Charges

Warm regards,

For T K Developers

(Authorized Signatory)

