

_____, 2018

[•] (name) (the Allottee/Transferee)

[•] (address)

[•] () (Allotment No.)

Re: Allotment of Office/Commercial Space No. _____ in the proposed office/commercial building & project named "Siddha Esplanade" 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._____, being constructed on a demarcated portion of land measuring 53 (fifty three) *cottah* 11 (eleven) *chittack* and 23 (twenty three) square feet equivalent to 3593.274 (three thousand five hundred ninety three point two seven four) Square meter, more or less, situate, lying at and being Municipal Premises No. 6 (six), Jawaharlal Nehru Road (formerly Chowringhee Road), Kolkata-700013, within Ward No. 46 of the Kolkata Municipal Corporation, Police Station New Market (formerly Taltala), Sub-Registration District Kolkata, District Kolkata ("Project Property") by Siddha Real Estate Development Private Limited ("the Promoter")

1. The Promoter is undertaking the development of the Project Property in a phase-wise manner ("**Whole Project**").
2. The development of the Whole Project known as '**Siddha Esplanade**' *inter alia* consisting of (i) **Block A** *inter-alia* comprising of a Basement + Ground+ 17 (B+G+17) storied commercial buildings, (ii) **Block B**, *inter-alia* comprising of a Ground + 4 (G+4) storied building for Multi-level Car Parking (**MLCP**) and (iii) **Future** vertical extension of the 6 (six) floors on and above the above-mentioned Basement + Ground +17 (B+G+17) storied commercial building, which shall be developed by the Promoter at its sole discretion, out of which (i) Block A *inter-alia* comprising of a Basement + Ground+ 17 (B+G+17) storied commercial buildings and (ii) Block B, *inter-alia* comprising of a Ground + 4 (G+4) storied building for MLCP, are presently being developed as a phase (**Phase 1**) of the Whole Project 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**),

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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 Commercial Unit more particularly described in the First Schedule hereunder ("**Said Unit**") comprised in the Block and Building more particularly described in the First Schedule hereunder written (**Said Building**) to the Allottee/Transferee, at or for the price as defined in the **First Schedule** hereunder written (**Price**), and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Transfer (**Agreement**) submitted to the Authority as part of the Promoter's application with the Authority.
4. The carpet area of the Said Unit as defined under the provisions of HIRA, is more particularly described in the **First Schedule** hereunder written.
5. The Price is required to be paid by the Allottee/Transferee to the Promoter in accordance with the payment schedule as set out in the **Second Schedule** hereunder written. The Allottee/Transferee has expressly agreed that the Allottee/Transferee will have to pay a sum equivalent to 10% of the Price as booking amount (**Booking Amount**) to the Promoter. The Allottee/Transferee 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/Transferee as Booking Amount (not applicable to allottee/transferee who has paid in cash).
6. The 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 Unit 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 Unit, shall be borne and paid by the Allottee/Transferee 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 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 Price, the Allottee/Transferee 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/Transferee does not make payment of any installment of the Price (prior to execution and registration of the Agreement) and/or in the event the Allottee/Transferee 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 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/Transferee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/Transferee (**Default Notice**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/Transferee, 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/Transferee 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/Transferee (**Promoter Termination Notice**), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/Transferee. On the receipt of the Promoter Termination Notice by the Allottee/Transferee, 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/Transferee shall have no claim of any nature whatsoever on the Allottee/Transferee and/or the Said Unit and the Promoter shall be entitled to deal with and/or dispose off the Said Unit in the manner it deems fit and proper.

For Siddha Real Estate Development Private Limited

Authorised Signatory

Encl: As above

THE FIRST SCHEDULE ABOVE REFERRED TO
(Meaning of certain terms and expressions)

| Sr. No. | Terms and Expressions | Meaning |
|---------|--|---|
| 1. | Office/Commercial Space i.e. Said Unit | Unit No. [●] on the [●] floor |
| 2. | Block & Building | |
| 3. | Carpet area of the Said Unit as per HIRA | [●] |
| 4. | Super Built-up area of the Said Unit as per HIRA | [●] |
| 4. | 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/Trans ferees/s email |
| 9. | PAN | Promoter' s PAN: [●] |

THE SECOND SCHEDULE ABOVE REFERRED TO

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

| Sl. | Payment Schedule | Amount |
|-----|--|---|
| 1. | On Application | Rs. 2,00,000/- (Including GST) |
| 2. | On Allotment of Said Unit | 10% of the total consideration (less Application Money) + GST |
| 3. | On execution of Agreement | 10% of the total consideration + GST |
| 4. | Within 30 days from registration of Agreement | 30% of the total consideration + GST |
| 5. | On Completion of 16th floor roof casting of the Said Block | 10% of the total consideration + GST |
| 6. | On Completion of Top floor roof casting of the Said Block | 10% of the total consideration + GST |
| 7. | On Completion of Brick work of the Floor within which the Said Unit is comprised | 10% of the total consideration + GST |
| 8. | On Completion of Plastering of the Floor within which the Said Unit is comprised | 10% of the total consideration + GST |
| 9. | Notice for Fit out of the Said Unit | 5% of the total consideration + GST |
| 10. | On offer of possession of the Said Unit | 5% of the total consideration + GST |

THE THIRD SCHEDULE ABOVE REFERRED TO

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

| | |
|---|--|
| Electricity: obtaining HT/LT electricity supply from the supply agency, which is Rs. 150/- per sq ft on Carpet Area/- (Rupees one hundred and fifty) 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 Unit | |

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| <p>from diesel generators, @ Rs.25,000/- (Rupees twenty five thousand) per 1 (one) KVA, to the Promoter</p> | |
| <p>Air Conditioning System: charges and expenses towards the air conditioning system, @ Rs. 400/- (Rupees four hundred) per square feet, based on the carpet area of the Said Unit, to the Promoter</p> | |
| <p>Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Project Property or the Said Unit And Appurtenances or its transfer in terms hereof, proportionately, to the Promoter.</p> | |
| <p>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 0.5% (zero point five percent) of the Total Price 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/Transferee 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.</p> | |
| <p>Consolidated Deposit: Simultaneously with the payment of the last installment of the Total Price, the Allottee/Transferee shall pay to the Promoter (1) a deposit of Rs.100/- (Rupees One Hundred) per square feet of the carpet area of the Said Unit towards sinking fund (Sinking Fund Deposit) (2) a deposit/advance of Rs.100/- (Rupees One Hundred) per square feet of the carpet area of the Said Unit towards maintenance charge (Maintenance Deposit) and (3) a deposit of Rs.150/- (Rupees One Hundred and Fifty) per square feet of the carpet area of the Said Unit towards Municipal Taxes (Municipal Tax Deposit), aggregating to a sum @ Rs.350/- (Rupees Three Hundred and Fifty) per square feet of the carpet area of the Said Unit (Consolidated Deposit)</p> | |