[•] (name) (**the Allottee**)

[•] (address)

Re: Allotment of Residential Apartment 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.\_\_\_\_\_ by Siddha Waterfront LLP ("the Promoter")

- 1. The Promoter is undertaking the development of land measuring 1785.5994 (one thousand seven hundred and eighty five point five nine nine four) decimal, [equivalent to 1082.1815 (one thousand and eighty two point one eight one five) cottah], more or less, comprised in R.S. Dag Nos. 696(P), 697, 698, 699, 700, 743, 744(P), 749, 750, 754, 755, 756, 757, 758, 759, 760, 761, 762, 766(P), 768, 769, 770, 771, 772, 773, 774, 776, 777,844(P), 845(P), 846, 847(P), 849, 850, 851, 853, 854, 855, 856, 857, 858, 767/1687, 770/1251, 770/1252, 771/1253, 777/1254 & 856/1260, corresponding to L.R. Dag Nos. 1595 (P), 1596, 1597, 1590, 1598, 1599, 1702, 1635 (P), 1704, 1703, 1705, 1706, 1707, 1708, 1715, 1709, 1588, 1589, 1591, 1594, 1585 (P), 1587, 1586, 1712, 1710, 1713, 1717, 1716, 1825, 1824, 1736 (P), 1734 (P), 1733, 1732 (P), 1718, 1719, 1724, 1722, 1723, 1557, 1735, 1555, 1554, 1583, 1720, 1711, 1714, 1726 & 1556, recorded in L.R. Khatian Nos. 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765,3766, 3799, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3810, 3811, 3812, 3823, 3824, 3825, 3826, 3827, 3829, 3830, 3831, 3832, 3833, 3834, 3858, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3883, 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3894, 3895, 3896, 3897, 3898, 3899, 3900, 3905, 3906, 3907, 3910, 3911, 3914, 3915, 3926, 3927, 3928, 3929, 3930, 3931, 3932, 3933, 3934, 3935, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3945, 3953, 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3964, 3965, 3966, 3967, 3968, 3969, 3988, 3989, 3990, 3991, 3992, 3998, 4002, 4046, 4047, 4048, 4073, 4076, 4099, 4100, 4101, 4111, 4124, 4133, 4134, 4135, 4136, 4138, 4177, 4182, 4183, 4260, 4261, 4262, 4389, 4390, 4391, 4812, 4813, 4814, 4741,4739,4742,4740, at Mouza Patulia, J.L. No. 4, within the jurisdiction of Patulia Gram Panchayet and R.S. Dag No. 737(P) corresponding to L.R. Dag No. 1661 (P), recorded in L.R. Khatian Nos. 3808, 3809, 3828, at Mouza Patulia, J.L. No. 4, within the jurisdiction of Khardah Municipality Police Station Khardah, Kolkata-700119, Sub-Registration District Sodpore (formerly Barrackpore), District North 24 Parganas (collectively "Larger Property"), in a phase-wise manner ("Whole Project").
- 2. The development of the Whole Project known as 'Siddha Waterfront' inter alia consisting (I) Block/Building Nos. 1A (namely Daisy), 1B (namely Orchid), 1C

(namely Daffodil), 1D (namely Jasmine), 1E (namely Lilac), 1F (namely Tulip), 1G (namely Lily), **2A** (namely Lavender), **2B** (namely Marigold) and **2D** (namely Iris) interalia comprising of 10 (ten) Ground+ 14 (G+14) storied residential buildings, (II) **Block/Building No. 3**, inter-alia comprising of 1 (one) Basement + 1 (one) Ground + 1 (B+G+1) storied building for Multi-level Car Parking (**MLCP**) and (**III**) **Block/Building No. 2C**, inter-alia comprising of 1 (one) Ground + two (G+2) storied building for Club, all the aforesaid development/constructions mentioned in (I) to (III) above being developed as **Phase I** of the Said Complex/Whole Project (hereinafter called "**Phase I**") and the said Phase I has been registered as a real estate project with the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. HIRA/P/NOR/2018/000185 and (IV) Block/Building Nos. 5 (namely Rose) and 6 (namely Sunflower), inter-alia comprising of 2 (two) Ground+ 12 (G+12) storied residential buildings and 1 (one) Commercial Block/Building comprising of 1 (one) Ground+ 2 (G+2) storied commercial building, being developed as **Phase II** of the Whole Project on land measuring 139.6832 (one hundred and thirty nine point six eight three two) decimal, [equivalent to 84.6565 (eighty four point six five six five) cottah], more or less, comprised in R.S. Dag Nos. 743, 744(P) and 750 corresponding L.R. Dag Nos. 1702, 1635 (P) & 1703 recorded in L.R. Khatian Nos. 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3823, 3824, 3825, 3826, 3827, 3833, 3834 & 3858 at Mouza Patulia, J.L. No. 4, within the jurisdiction of Patulia Gram Panchayet (**PGP**) and R.S. Dag No. 737(P) corresponding L.R. Dag No. 1661(P), recorded in L.R. Khatian Nos. 3808, 3809 & 3828, at Mouza Patulia, I.L. No. 4, within the jurisdiction of Khardaha Municipality Police Station Khardah, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas ("**Project Property**") and (V) Future Blocks/Buildings/Developments, which may at the sole discretion of the Promoter, inter-alia comprise of residential/residential-cumcommercial/commercial multi-storied buildings/blocks, car parking spaces and/or other permissible developments, to be constructed/developed by the Promoter, which shall be developed by the Promoter at its sole discretion, out of which the **Block/Building Nos. 5** (namely Rose) and **6** (namely Sunflower), *inter-alia* comprising of 2 (two) Ground+ 12 (G+12) storied residential buildings and 1 (one) Commercial Block/Building comprising of 1 (one) Ground+ 2 (G+2) storied commercial building, are presently being developed as a phase (Phase II) of the Whole Project on the Project Property and proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' ("the Real Estate Project or Project") with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 3. The Promoter has agreed to allot the Residential Apartment and other appurtenances more particularly described in the First Schedule hereunder ("Said Apartment & Appurtenances") comprised in the Block and Building more particularly described in the First Schedule hereunder written (Said Block/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 9.9% (nine point nine) percent 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 Appurtenances 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 And Appurtenances, 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 changes (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 preestimate 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 Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

### For Siddha Waterfront LLP

Authorized Signatory

Encl: As above

### THE FIRST SCHEDULE ABOVE REFERRED TO

(Meaning of certain terms and expressions)

Sl. No.	Terms and Expressions	Meaning
1.	Said Apartment	Apartment No. [●] on the [●] floor
2.	Block and Building Name	Block/Building No (Namely
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: [•]
8.	PAN	Promoter's  PAN: [●]

## THE SECOND SCHEDULE ABOVE REFERRED TO

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

# For Block/Building No. 5 (namely Rose), and Block/Building No. 6 (namely Sunflower)

Sl.	Stage of Payment	Amount / %
No.		
1	On Application	Rs. 51,000/-
2	On Allotment of Said Apartment	9.9 % of total consideration (less application money) + GST as applicable
3	On Execution of Agreement	10.1 % of total consideration + GST as applicable
4	On Commencement of Piling of Said Block / Building	10 % of total consideration + GST as applicable
5	On Completion of Ground floor roof casting	10 % of total consideration + GST as applicable
6	On Completion of 2 <sup>nd</sup> floor roof casting	10 % of total consideration + GST as applicable
7	On Completion of 4th floor roof casting	10 % of total consideration + GST as applicable
8	On Completion of 6th floor roof casting	10 % of total consideration + GST as applicable
9	On Completion of 8th floor roof casting	10 % of total consideration + GST as applicable
10	On Completion of 10th floor roof casting	5 % of total consideration + GST as applicable
11	On Completion of 12th floor roof casting	5 % of total consideration + GST as applicable
12	On Brickwork of the Said Apartment	5 % of total consideration + GST as applicable
13	On Offer of Possession	5 % of total consideration + GST as applicable + Extra Charges

# 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 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). 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 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 @ Rs. 25/- (Rupees twenty	
five) per square feet on carpet area of the Said Apartment.	
Miscellaneous Charges of Rs.5,000/-(Rupees five thousand) for the Said	_
Apartment.	

\_\_\_\_\_\_

[ullet] (name) (the Allottee)

[•] (address)

Re: Allotment of Commercial Unit 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.\_\_\_\_\_ by Siddha Waterfront LLP ("the Promoter")

- 1. The Promoter is undertaking the development of land measuring 1785,5994 (one thousand seven hundred and eighty five point five nine nine four) decimal, [equivalent to 1082.1815 (one thousand and eighty two point one eight one five) cottah], more or less, comprised in R.S. Dag Nos, 696(P), 697, 698, 699, 700, 743, 744(P), 749, 750, 754, 755, 756, 757, 758, 759, 760, 761, 762, 766(P), 768, 769, 770, 771, 772, 773, 774, 776, 777, 844(P), 845(P), 846, 847(P), 849, 850, 851, 853, 854, 855, 856, 857, 858, 767/1687, 770/1251, 770/1252, 771/1253, 777/1254 & 856/1260, corresponding to L.R. Dag Nos. 1595 (P), 1596, 1597, 1590, 1598, 1599, 1702, 1635 (P), 1704, 1703, 1705, 1706, 1707, 1708, 1715, 1709, 1588, 1589, 1591, 1594, 1585 (P), 1587, 1586, 1712, 1710, 1713, 1717, 1716, 1825, 1824, 1736 (P), 1734 (P), 1733, 1732 (P), 1718, 1719, 1724, 1722, 1723, 1557, 1735, 1555, 1554, 1583, 1720, 1711, 1714, 1726 & 1556, recorded in L.R. Khatian Nos. 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3799, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3810, 3811, 3812, 3823, 3824, 3825, 3826, 3827, 3829, 3830, 3831, 3832, 3833, 3834, 3858, 3868, 3869, 3870, 3871, 3872, 3873, 3874, 3875, 3876, 3877, 3883, 3884, 3885, 3886, 3887, 3888, 3889, 3890, 3891, 3892, 3894, 3895, 3896, 3897, 3898, 3899, 3900, 3905, 3906, 3907, 3910, 3911, 3914, 3915, 3926, 3927, 3928, 3929, 3930, 3931, 3932, 3933, 3934, 3935, 3936, 3937, 3938, 3939, 3940, 3941, 3942, 3943, 3944, 3945, 3953, 3954, 3955, 3956, 3957, 3958, 3959, 3960, 3961, 3962, 3963, 3964, 3965, 3966, 3967, 3968, 3969, 3988, 3989, 3990, 3991, 3992, 3998, 4002, 4046, 4047, 4048, 4073, 4076, 4099, 4100, 4101, 4111, 4124, 4133, 4134, 4135, 4136, 4138, 4177, 4182, 4183, 4260, 4261, 4262, 4389, 4390, 4391, 4812, 4813, 4814, 4741,4739,4742,4740, at Mouza Patulia, J.L. No. 4, within the jurisdiction of Patulia Gram Panchayet and R.S. Dag No. 737(P) corresponding to L.R. Dag No. 1661 (P), recorded in L.R. Khatian Nos. 3808, 3809, 3828, at Mouza Patulia, J.L. No. 4, within the jurisdiction of Khardah Municipality Police Station Khardah, Kolkata-700119, Sub-Registration District Sodpore (formerly Barrackpore), District North 24 Parganas (collectively "Larger **Property**"), in a phase-wise manner ("Whole Project").
- The development of the Whole Project known as 'Siddha Waterfront' inter alia consisting (I) Block/Building Nos. 1A (namely Daisy), 1B (namely Orchid), 1C (namely Daffodil), 1D (namely Jasmine), 1E (namely Lilac), 1F (namely Tulip), 1G (namely Lily), 2A (namely Lavender), 2B (namely Marigold) and 2D (namely Iris) inter-

alia comprising of 10 (ten) Ground+ 14 (G+14) storied residential buildings, (II) **Block/Building No. 3**, inter-alia comprising of 1 (one) Basement + 1 (one) Ground + 1 (B+G+1) storied building for Multi-level Car Parking (**MLCP**) and (**III**) **Block/Building No. 2C**, inter-alia comprising of 1 (one) Ground + two (G+2) storied building for Club, all the aforesaid development/constructions mentioned in (I) to (III) above being developed as **Phase I** of the Said Complex/Whole Project (hereinafter called "**Phase I**") and the said Phase I has been registered as a real estate project with the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. HIRA/P/NOR/2018/000185 and (IV) Block/Building Nos. 5 (namely Rose) and 6 (namely Sunflower), inter-alia comprising of 2 (two) Ground+ 12 (G+12) storied residential buildings and 1 (one) Commercial Block/Building comprising of 1 (one) Ground+ 2 (G+2) storied commercial building, being developed as **Phase II** of the Whole Project on land measuring 139.6832 (one hundred and thirty nine point six eight three two) decimal, [equivalent to 84.6565 (eighty four point six five six five) cottah], more or less, comprised in R.S. Dag Nos. 743, 744(P) and 750 corresponding L.R. Dag Nos. 1702, 1635 (P) & 1703 recorded in L.R. Khatian Nos. 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3823, 3824, 3825, 3826, 3827, 3833, 3834 & 3858 at Mouza Patulia, I.L. No. 4, within the jurisdiction of Patulia Gram Panchayet (**PGP**) and R.S. Dag No. 737(P) corresponding L.R. Dag No. 1661(P), recorded in L.R. Khatian Nos. 3808, 3809 & 3828, at Mouza Patulia, J.L. No. 4, within the jurisdiction of Khardaha Municipality Police Station Khardah, Sub-Registration District Sodepur (formerly Barrackpore), District North 24 Parganas ("**Project Property**") and (V) Future Blocks/Buildings/Developments, which may at the sole discretion of the Promoter, inter-alia comprise of residential/residential-cumcommercial/commercial multi-storied buildings/blocks, carparking spaces and/or other permissible developments, to be constructed/developed by the Promoter, which shall be developed by the Promoter at its sole discretion, out of which the **Block/Building Nos. 5** (namely Rose) and **6** (namely Sunflower), *inter-alia* comprising of 2 (two) Ground+ 12 (G+12) storied residential buildings and 1 (one) Commercial Block/Building comprising of 1 (one) Ground+ 2 (G+2) storied commercial building, are presently being developed as a phase (Phase II) of the Whole Project on the Project Property and proposed as a "real estate project" by the Promoter and is being registered as a 'real estate project' ("the Real Estate Project or Project") with the West Bengal Housing Industry Regulatory Authority ("Authority"), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

- 3. The Promoter has agreed to allot the Commercial Unit and other appurtenances more particularly described in the First Schedule hereunder ("Said Unit & Appurtenances") comprised in the Block and Building more particularly described in the First Schedule hereunder written (Said Block/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 Unit 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 9.9% (nine point nine) percent 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, inconnection with the construction of and carrying out the Real Estate Project and/or with respect to the Said Unit And Appurtenances 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 And Appurtenances, 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 changes (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 preestimate 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 Unit And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Unit And Appurtenances in the manner it deems fit and proper.

For **Siddha Waterfront LLP**Authorized Signatory **End: As above** 

### THE FIRST SCHEDULE ABOVE REFERRED TO

(Meaning of certain terms and expressions)

Sl. No.	Terms and Expressions	Meaning		
1.	Said Unit	Unit No. [●] on the [●] floor		
2.	Block and Building Name	Block/Building No(Namely		
3.	Carpet area of the Said Unit 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: [•]		
8.	PAN	Promoter's  PAN: [•]		

## THE SECOND SCHEDULE ABOVE REFERRED TO

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

# For Commercial Block/Building

S1.	Stage of Payment	Amount / %	
No.			
1	On Application	Rs. 1,00,000/-	
2	On Allotment of Said Unit	9.9 % of total consideration (less application money) + GST as applicable	
3	On Execution of Agreement	20.1 % of total consideration + GST as applicable	
4	On Commencement of Piling of Said Block / Building	15 % of total consideration + GST as applicable	
5	On Completion of Ground floor roof casting	15 % of total consideration + GST as applicable	
6	On Completion of 1st floor roof casting	15 % of total consideration + GST as applicable	
7	On Brickwork of the Said Block/Building	15 % of total consideration + GST as applicable	
8	On Offer of Possession	10 % of total consideration + GST as applicable + Extra Charges	

	THE	THIRD	<b>SCHEDULE</b>	<b>ABOVE</b>	REFERRED	TO
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(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. 150/- per sq ft on Carpet Area/- (Rupees one hundred and	
fifty) per square feet, based on the carpet area of Said Unit, 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 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 Unit 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 0.5% (zero point five percent)	
of the total consideration of the Said Unit And Appurtenance. 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 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.	
Further, Common Area Maintenance (CAM) deposit @ Rs. 25/- (Rupees	
twenty five) per square feet on Carpet area of the Said Unit shall be paid	
by the Allottee prior to the date of handover of possession of the Said Unit.	