

\_\_\_\_\_, 2020

[●] (name) (the Allottee)

[●] (address)

**Re: Allotment of Residential Flat 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 SOUMYA CONSTRUCTION (“the Promoter”)**

1. The Promoter is undertaking the development of **ALL THAT** one piece and parcel of land measuring 07 Cottahs 08 Chittaks 00 Sq.ft. more or less, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 31111200912, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata-700084, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas.
2. The development of the Whole Project known as ‘**Benchmark XI**’ *inter alia* consisting of one residential **Building**, *inter-alia* comprising of Ground+ 4 (G+4) storied residential building has been registered as a real estate project with the West Bengal Housing Industry Regulatory Authority at Kolkata under Registration No. \_\_\_\_\_ ; on land measuring 07 Cottahs 08 Chittaks 00 Sq.ft., more or less, lying and situate at Mouja - **Kamdahari**, J.L. No.49, District Collectorate Touzi No.14, R.S. No. 200, appertaining to R.S. Dag No.837/1570, 837/1571, 837/1572, comprised in R.S. Khatian No. 291, presently within the limits of the Kolkata Municipal Corporation, Ward No. 111, being Kolkata Municipal Corporation Premises No.91, Kamdahari Purbapara, Assessee No. 31111200912, P.S. formerly Regent Park presently Bansdroni, P.O. Garia, Kolkata-700084, District Sub-Registrar and Additional District Sub-Registrar at Alipore, District - South 24 Parganas (“**Project Property**”) and Future Buildings/Developments *inter-alia* comprising of residential multi-storied building, 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, are presently being developed as a residential building 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 there under from time to time.
3. The Promoter has agreed to allot the Residential Flat i.e. **ALL THAT** one residential Flat being Flat No. ( - Side) on the Floor, marble flooring of the G+IV storied type constructed portion having carpet area of \_\_\_square feet, more or less or measuring about ( ) Sq. Ft. of Super-Built Up Area more or less consisting

*Draft Allotment Letter – Benchmark XI*

with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 91, Kamdahari Purbapara, being Assessee No. 31111200912 and P.O. Garia, P.S. Bansdroni, Ward No.111, Kolkata-700084, District-South 24 Parganas** with attached balcony **along with** exclusive right to use the Front Yard area (which includes 1 (one) car parking area) and Backyard area, appertaining to the aforesaid multi storied 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 Flat as defined under the provisions of HIRA, is more particularly described in the **First Schedule** hereunderwritten.
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 9.5 % (nine point five 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 Bungalow 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 residential flat 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 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 Bungalow And Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Bungalow And Appurtenances in the manner it deems fit and proper.

For **SOUMYA CONSTRUCTION**

Authorised Signatory

**Encl: As above**

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Meaning of certain terms and expressions)

<b>Sr. No.</b>	<b>Terms and Expressions</b>	<b>Meaning</b>
1.	Said Residential Flat	Flat No. [●]
2.	Block	Block No. [●]
3.	Measurement of the Said Flat	Carpet Area as per HIRA: [●] Built-up Area: [●]
4.	Measurement of Front Yard Area and Backyard Area	Front Yard Area: [●] Backyard Area: [●]
5.	Measurement of Car parking space comprised in Front yard Area	[●]
6.	Sale Price	Rs. [●]/- (Rupees [●] Only)
7.	Bank Account of the Promoter	[●]
8.	Contact Details	Promoter's email address: [●] Promoter's phone number: [●]  Allottee/s email address: [●]
9.	PAN	Promoter's PAN: [●]

**THE SECOND SCHEDULE ABOVE REFERRED TO**

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

<b>PAYMENT SCHEDULE</b>	
On Application	Rs. 1,00,000/- + GST
On Allotment of Said Residential Flat	9.5% of total consideration + GST (less Application amount)
On execution of Agreement for sale	10.5% of total consideration + GST + 50% Legal Fees
On Commencement of Foundation of Said Residential Flat	10% of total consideration + GST
On completion of Gr. Floor slab of Said Residential Flat	10% of total consideration + GST
On completion of 1 <sup>st</sup> Floor slab of Said Residential Flat	10% of total consideration + GST
On completion of roof casting of Said Residential Flat	10% of total consideration + GST
On completion of brickwork of Said Residential Flat	10% of total consideration + GST
On completion of flooring of Said Residential Flat	10% of total consideration + GST
On completion of finishing work of Said Residential Flat (# It includes internal civil work and external paint only)	10% of total consideration + GST
On offer of possession of Said Residential Flat	10% of total consideration + GST + 50% Legal Fees + All extra charges with GST