

_____, 2018

[●] (name) (the Allottee)

[●] (address)

Ref: Customer Code

Re: Allotment of Apartment more particularly described in the First Schedule hereunder, in Block/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 land measuring 4 (four) *bigha* and 7(seven) *cottah* equivalent to 5819.398 (Five thousand eight hundred and nineteen point three hundred and ninety eight) square meter, comprised in L.R *Dag* Nos. 649, 650, 650/997, 650/998, 651, 652, 653 and 654, recorded in L.R. *Khatian* No. 2605, *Mouza* Joka, J.L. No. 21 situate, lying at and being Municipal Premises No. 73 Diamond Harbour Road, Post Office Joka, Police Station Haridevpur (previously Behala) Kolkata-700104 within Ward No. 144 of the Kolkata Municipal Corporation (“KMC”), Sub-Registration District Behala, District South 24 Parganas by Rajat Projects Private Limited (“the Promoter”)

1. The Promoter is undertaking the development of the Project Property.
2. The Project Property is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and car parking spaces and the said project shall be known as *Rajat Avante* (“Said Complex”). The development of the Said Complex known as ‘*Rajat Avante*’ *inter alia* consisting of 2 (two) Blocks/Buildings, each having G+15 stories, which shall be developed by the promoter and proposed as a “real estate project” 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 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 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 (**Allotment Price**), and subject to the terms, conditions and

covenants contained in the proforma of the Agreement (**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 Allotment 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 Allotment 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.
6. The Allotment 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 Allotment 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 Allotment 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 Allotment 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 Allotment 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 **Rajat Projects Private Limited**

Authorised Signatory

Encl: As above

I/we have understood the terms and conditions of the provisional allotment and accepts the provisional allotment and hereby accept the same.

(Signature of Allottee)

Name:

Date:

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.	Block and Building	Block / Building No. _____

Draft Allotment Letter for WBHIRA

3.	Carpet area of the Said Apartment Build up area of the Said Apartment Super Built up area of the Said Apartment	[●]
4.	Allotment 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 Allotment Price as payable by the Allottee/s)

(Payment Plan)

Sl No.	Payment Schedule	Amount (Rs.)
1.	On Application	1,00,000/- + GST
2.	On Allotment	10% (less application money) + GST
3.	On Execution of Apartment Sale Agreement	10% + GST
4.	On Completion of Pilling	7.5% + GST
5.	On Completion of 1 st floor Slab Casting	7.5% + GST
6.	On Completion of 3 rd floor Slab Casting	7.5% + GST
7.	On Completion of 6 th floor Slab Casting	7.5% + GST
8.	On Completion of 9 th floor Slab Casting	7.5% + GST
9.	On Completion of 12 th floor Slab Casting	7.5% + GST
10.	On Completion of 15 th floor Slab Casting	7.5% + GST
11.	On Completion of Brick Work of the Said Apartment	7.5% + GST
12.	On Completion of External Plaster Work of the Said Apartment	5% + GST
13.	On Completion of flooring of Said Apartment	5% + GST
14.	On Possession of the Said Apartment	10% + GST

THE THIRD SCHEDULE ABOVE REFERRED TO

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

EXTRA CHARGES	
Club	Rs. 75/- per Sq.ft. on Super built up Area
Generator & Electricity Expences	Rs. 100/- per Sq.ft. on Super built up Area
Legal Charges	Rs. 10,000/-
Formation of Association	Rs. 5,000/-
Stamp Duty & Registration Fee	At applicable rate on the Agreement Value or Market Value (whichever is Higher) as per the valuation at the time of Registration
Misc. Expences at the time of registration	Rs. 6,500/-

DEPOSITS	
Electricity Deposit	At actual
Maintenance Deposit	Rs. 3/- per Sq.Ft. per month on Super built up Area for 6 months
Sinking Fund	Rs. 18/- per Sq.Ft. on Super built up Area

1. At the time of registration if Market Value is more than Agreement Value additional stamp duty as per the valuation to be paid.
2. Sl. Nos. 1 & 2 will be paid by the allottee as per payment schedule to be followed for payment of consideration.
3. With Regards to Sl. No. 3 the Allottee will be required to pay 50% of the legal fees on execution of Flat Sale Agreement and balance 50% shall be paid before taking possession of the Unit or execution of conveyance whichever is earlier.
4. With regards to Sl. No. 6 the Allottee will be required to pay misc. expenses at the time of registration.
5. Other than above rest will be paid at the time of possession.
6. GST or any other taxes, as applicable from time to time shall be payable by the Allottee.
7. Extra charges will also be applicable for 50% of the Terrace Area.

8. Flat Sale Agreement will be executed by the applicant/s and Rajat Projects Pvt. Ltd. Within 15 (fifteen) days from the date of acceptance of the application.

CANCELLATION

Before execution of Flat Sale Agreement	Rs. 25,000/-
After execution of Flat Sale Agreement	10% of the Total Consideration

Lock in period : 18 months from the date of execution of Flat Sale Agreement Nomination charges : 1% of Total Consideration
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Cheques will be payable in the favour of "Rajat Projects Pvt. Ltd."