

ALLOTMENT LETTER

To,

Date:

Customer ID: _____ - _____ - **Unit No.**

Re: **Allotment of the Apartment No. _____ having Carpet area of _____ sq. ft. apprx. (built up area of _____ sq. ft. apprx. which is provided here only for information purpose) on the _____ Floor of Block No. _____ (said Apartment) at _____, Premises No. 149, Mahatma Gandhi Road, Kolkata.**

Dear Sir(s)/ Madam / Mesdames,

With reference to your Application no. _____ dated the _____ for allotment of the said Apartment, we are pleased to inform you that the same has been allotted to you on the following terms & conditions:

1. The Allotment of the said Apartment shall be governed by the provisions of this Allotment Letter as well as by the provisions of the Agreement for Sale. The provisions of the Agreement for Sale shall at all times be read as a part and parcel of this Provisional Allotment Letter.

2. We shall issue Payment Notices from time to time for payment by you of the construction linked instalments of the Total Payable Amount. You shall pay the instalments and all other dues within the due dates as would be mentioned in the Payment Notices. The Payment Notices shall be issued by us in accordance with the Payment Plan enclosed as **Annexure A**. The timely payment of all instalments and the continued compliance by you of the provisions of the Agreement for Sale shall be the essence of this Allotment.

3. Where the payment is linked to construction, the Developer shall issue the Payment Notices on completion of each stage of construction stated in the Payment Plan. The decision of the Architect (appointed by us for the project) about the completion of the Project namely " _____ " shall be final and binding on you and us.

However, if you choose the "Down Payment Plan", you shall clear the payment and all other dues within the due dates as would be mentioned in the Payment Notices.

4. Each instalment of the Total Payable Amount shall be remitted by means of a cheque/demand draft/pay order/Electronic Fund Transfer in favour of " _____ A/C _____ " payable at Kolkata. Each such remittance shall be accompanied by a covering letter mentioning therein the Customer ID No. _____ as mentioned above.

5. The said Apartment shall be deemed to have been allotted to you only when we receive within 15 days from the date of issuance of this Allotment Letter, the duplicate copy hereof duly signed on every page by you. Any failure by you in this regard shall make the Allotment liable to be cancelled by us at our sole discretion and in that event the entire

Booking Amount paid by you shall stand forfeited and any extra amount paid shall be refunded by us without interest.

6. We shall have full rights, powers and authority at all times to do all acts and things which may be considered necessary and expedient by us for the purpose of enforcing the provision of this Allotment Letter including the provisions of the Agreement for Sale and other reservations imposed, if any, in respect of the said Apartment hereby allotted to you and to recover from you, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way related thereto.

7. Please quote your Customer ID. _____, as set out herein in all your future correspondences with us.

8. Subject to your continuous fulfilling of all terms & condition of Allotment, we will deliver possession of the said Apartment within day of, 20.... and this period shall automatically stand extended by an extension of six months, however, subject to force majeure.

9. We reserve the right to suitably amend the above terms and conditions of Allotment in case it is deemed necessary in view of any conditions and/or restrictions imposed by the authorities concerned or any change and/or amendment or levy of any applicable laws etc. and you shall be deemed always to have consented to such changes or amendments in the terms and conditions.

10. You may cancel the booking at any time after issuance of the Allotment Letter. In all such events you shall get refund of the balance sum without interest after deduction of Booking Amount.

11. The Total Payable Amount shall be paid to us strictly in accordance with the Payment Plan. We shall issue demand letters by e mail / post / courier calling upon you (the "Payment Notice") to pay such amount (the "Payment") within 15 (fifteen) days of the Payment Notice (the "Notice Period") and you shall make the Payment within the Notice Period. All payments made in cheque/Draft shall be considered to have been received by us only when the amount of such cheque is credited in our account. In the event any cheque /Draft submitted by you is returned unpaid, you shall have to pay, alongwith the unpaid amount, an additional amount of Rs. 500 (Rupees Five Hundred only). In case the above unpaid amount is not paid within the due dates, Clause 13 herein below shall become applicable.

12. Please note that this allotment offer is provisional and subject to:-

- a) your strict compliance of the terms and conditions contained herein;
- b) your making punctual payment of all the amount in the manner as mentioned in the Payment Plan;
- c) your executing necessary Agreement for Sale as per the standard format on or before 15 days from the date of this letter.

13. In the event you fail and/or neglect in making any of the Payments within the due dates mentioned in Payment Plan /Payment Notice (the "Defaulted Amount") or violate any of the terms hereunder or do not comply or refuse to abide by any of its covenants hereunder, then you shall be deemed to be in default (the "Defaulter Allottee") and we shall be entitled to:

- a) Interest: If the default be non-payment, interest on the Defaulted Amount at the rate of SBI Prime Lending Rate plus 2% (two percent) per annum from the due date of its payment till the entirety thereof together with interest thereon is paid by you. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the Payments. No Payment will be received after due dates without the payment of the applicable interest, if any.
- b) Cancellation: Cancel this Allotment if the default be non-payment and the Defaulted Amount along with interest thereon is not paid within 3 (three) months of the due date of its payment and, if there be any other default, you do not rectify the same within 3 (three) months from the date of our notice asking you to rectify the same.

14. In the event the we cancel the Allotment, we will refund without interest all amounts received from you after forfeiting 10% of the total price being the Booking Amount. Upon such cancellation, you shall have no right or interest in the said Apartment and we shall be discharged of all our liabilities and obligations under this Allotment Letter towards you whereupon we shall have the right to deal with the said Apartment in any manner in which we may deem fit as if that Allotment had never been made. In the event we decide to cancel the Allotment, any amount which is found to be refundable to you over and above the amounts retainable by us as aforesaid, shall be refunded by us by cheque encashable at Kolkata and sent to you by registered post to your last disclosed address where after you shall have no claim as against us.

15. In case you are agreeable to this Allotment of the said Apartment and also the terms & conditions as mentioned above, please sign on all the pages & at the place indicated below in the duplicate copy of this Allotment Letter as token of your acceptance of the Allotment of the said Apartment and send to us within 15 days from the date of this Allotment Letter, failing which the Allotment shall be liable to be cancelled.

We look forward to a meaningful association with you.

Thanking you

Yours faithfully

For _____

Designated Partner

I/We hereby accept what is stated above

Sole/First Allottee

Joint Allottee

Date :

Place :

ANNEXURE A

Customers Name : **Mr.** _____
 Joint Applicant : NIL
 Apartment Details : Tower ____ / ____
 Project : _____
 Payment Plan : Installment
 Booking Date : _____

The Total Consideration of the Apartment is Rs. _____/- (Rupees _____) only
 (“Total Consideration of the Apartment”)

Tower No.	Rate of Apartment per square foot of carpet area _____
Apartment No.	
Type	
Floor	
Cost of apartment	
Cost of exclusive balcony or verandah areas	
Costs of pro rata share of common areas	
Exclusive Open Terrace (if any)	
Preferential Location Charges (if any)	
Covered/Open/(basement/ground/independent/dependent floor) Parking	
Consideration for the Apartment which is inclusive of Booking Amount	

1.2.2 The Total GST in respect of Apartment is Rs. _____/- (**Rupees** _____) only (“Total GST”).

1.2.3 The Total Extras and deposits in respect of Apartment is Rs. _____/- (Rupees _____) only (“Total Extras and Deposits”).

DEPOSITS :	
Kolkata Municipal tax deposit- This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months to KMC or the concerned authority.	Rs. _____/-
Sinking Fund- This amount is payable to the association as funds	Rs. _____/-

for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Developer or the Association deem fit and proper.	
Total Deposits	Rs.
EXTRA CHARGES	
Transformer Charges & Electricity Charges- This amount is payable for the said Apartment as reimbursement of all costs, incidentals, charges and expenses to be incurred by the Promoter in making arrangement with CESC Ltd. for providing and installing transformer at the said Project.	Rs. _____/-
Legal and Documentation Charges	Rs. _____/-
Association Formation Charges	Rs. _____/-
Diesel Generator Power Backup- This amount is payable for the installation of Diesel Generator (“DG”) for power backup to run the basic facilities in the Project. The minimum load that will be provided for running the office/showroom/chamber in accordance to their respective carpet area shall be – ___ KW / _____ KW. In case extra DG power is required by the Allottee(s) over and above the minimum load , the Allottee(s) will be required to pay Rs _____/- per KW.	Rs. _____/-
Advance Maintenance Charges- This amount is payable against 12 months advance maintenance charges for the said Apartment	Rs. _____/-
Total Extras (in Rupees)	Rs. _____/-

Sole/First Allottee

Joint Allotte

PAYMENT PLAN : INSTALMENT PAYMENT

INSTALMENT	Instalment %	Amount on Flat & Car Park	On Legal Charge		Total Due
ON APPLICATION-	INR 5,00,000/- + GST				
ON OR BEFORE SIGNING OF AGREEMENT WITH 30 DAYS	10% + GST + (50% of Legal charges)				
ON OR BEFORE COMPLETION OF PILING-	15% + GST				
ON OR BEFORE GROUND FLOOR ROOF	10% + GST				
ON OR BEFORE 1ST FLOOR ROOF-	10% + GST				

ON OR BEFORE 2ND FLOOR ROOF-	10% + GST				
ON OR BEFORE 3RD FLOOR ROOF-	10% + GST				
ON OR BEFORE 4TH FLOOR ROOF	10% + GST				
ON OR BEFORE EXTERNAL BRICK WORK	10% + GST				
ON OR BEFORE INSTALLATION OF LIFT	10% + GST + (100% of EDC +GST)				
ON POSSESSION	5% + GST + (50% of Legal Charges)				
Total					

Note : GST will be applicable as per Govt. Rules

At the time of Booking, you have paid Rs. _____ /-.

Therefore, the amount payable by you on Allotment or on Agreement is Rs. _____ + Legal Charge of Rs. _____ /- + GST of Rs. _____, Total Amount summing up to **Rs. _____ /- (Rupees _____ Only)**

Sole/First Allottee

Joint Allottee

For _____

Designated Partner