

Ref. No.: P____/Appln no./PAL

Date:

Name & Address of Allottee

Joint Allottee : (if any)

Dear Sir / Madam,

Ref: Provisional allotment of Apartment No.: (Spandan) along with Parking No. 2 Wheeler In-Stilt Parking at "Shukhobrishti", Phase 10, situated at Plot # E-1/E-2, Action Area - III, New Town, Kolkata.

Welcome to "Shukhobrishti" at Action Area -III, New Town, Kolkata.

We are pleased to inform you, that your Application Form No. P____/..... was successful in the "Draw of Lots" held on _____, and Apartment No. along with Parking No. - 2 Wheeler In-Stilt Parking has been provisionally allotted to you subject to compliance of the General Terms & Conditions (GTC) as applicable for "Shukhobrishti", Phase-10 at Plot # E-1/E-2 (now being a portion of Premises No.02-0931), AA-III, New Town, Kolkata. The price of apartment is Rs. _____/- and price of 2-wheeler parking is Rs. _____. These aforesaid prices are excluding of all applicable taxes, levies, duties, cess, deposits, reimbursements and Agreement for Sale - Registration Related Expenses etc.

The West Bengal Housing Industry Regulation Act, 2017, has been introduced recently to regulate the Real Estate Sector. In furtherance of the provisions therein, an Agreement for Sale with respect to the above mentioned provisional allotment of apartment needs to be executed and registered as the same is obligatory for both the parties.

In reference to above mentioned Provisional Allotment of apartment, please find enclosed herewith the "Tax Invoice"(s) with regard to Allotment Money. Apart from the Allotment Money, all Registration Related Expenses for Agreement for Sale is also enclosed herewith. The amounts mentioned in the Tax Invoices shall be payable by you within the due date by separate Demand Draft (s)/Pay Order(s) in favour of the account title as mentioned in instruction sheet and pay-in-slip (s). Please note that no cheque /cash/online payment will be accepted under any circumstances. All the said payments shall have to be paid by you directly to the _____ Bank Branches (list of Branches mentioned in instruction sheet) along with duly filled pay-in-slip (s) attached herewith.

This allotment is provisional and subject to the following:

- i. The aforesaid payment (Tax Invoices) is to be paid within the due date mentioned in instruction sheet and pay-in-slip (s). In case of Non-payment within stipulated time, the Provisional Allotment of Apartment shall automatically get cancelled without any further notice as per GTC and the application money will be refunded to you without any interest and after deduction of the applicable service charges along with total GST billed till date. No extension of due date and/or grace period would be allowed for the aforesaid payments (Tax Invoices), under any circumstances.
- ii. Upon receipt of the aforesaid payments, you are requested to come to our Sales and Customer Care Office located at Shukhobrishti site, at Plot No. E1/E2, Action Area III, New Town, Kolkata on _____ between 2.30 P.M. - 4.30 P.M. to execute the Agreement for Sale as per the standard format to complete the Provisional Allotment in your favour. A separate intimation for registration of Agreement for Sale will be send to you in due course and the same has to abide.
- iii. Please note that you are required to bring the following documents on the scheduled date of execution of Agreement for Sale, failing which execution of your Agreement for Sale would be inevitably delayed: -
 - 3 (Three) nos. of recent colored passport size photographs for sole & joint allottee (if any) & Power of Attorney (POA) Holder (if any);
 - Photocopy of permanent address proof (duly self-attested) for sole & joint allottee (if any);
 - Photocopy of PAN card (duly self-attested) for sole & joint allottee (if any) & POA Holder (if any);
 - Photocopy of acknowledgement of payment receipts.

- iv. This provisional Allotment is subject to receipt of entire payment of both i.e. Allotment Money & Agreement for Sale - Registration Related Expenses. No part payments shall be accepted.
- v. In order to avoid any kind of undesirable activities/consequences, BSHDPL requires your physical presence at the time of execution and registration of Agreement for Sale and/or taking possession of the Apartment and/or registration of the deed of conveyance with regard to Provisionally Allotted Apartment no. However, the BSHDPL may on special cause being shown, allow an allottee to take possession of the Apartment and/or registration of the Agreement for Sale and/or deed of conveyance in his/her/their favour through constituted attorney to be appointed under a registered POA. Please note that you will be allowed to appoint constituted attorney for the purpose as aforesaid only for any cause, which must receive subjective satisfaction of the BSHDPL and the decision of the BSHDPL in this regard shall be final and conclusive. It is the sole discretion of the BSHDPL whether it will accept any Power of Attorney or not and allow you for execution and registration of Agreement for Sale and/or taking possession of the Apartment and/or registration of the deed of conveyance through constituted attorney in any particular case and such case(s) cannot be taken as precedent.
- vi. The format of Power of Attorney can be obtained from BSHDPL's office upon submission of a request letter thereby precisely recording the reasons for absence during the process of execution and registration of Agreement for Sale and/or taking possession of the Apartment and/or registration of the deed of conveyance and duly signed by the allottee.
- vii. In case you are allowed for execution and registration of Agreement for Sale and/or taking possession of the Apartment and/or registration of the deed of conveyance through constituted attorney, we would appreciate that the original registered Power of Attorney should be submitted for our verification and records well in advance at our Kolkata Regional Office while retaining a photocopy of the same with you and/or constituted attorney. The constituted attorney will have to produce the photocopy of the same at the Sales and Customer Care Office on the day of execution and registration of Agreement for Sale and/or taking possession of the Apartment and/or registration of the deed of conveyance.

Please note that this offer of provisional allotment shall not be treated as a transfer. It is further clarified that Deed of Conveyance would be executed and registered only after receipt of entire consideration and delivery of possession of the apartment. All amounts paid will be treated as deposits till the sale of the apartment in your favour is completed.

We assure you of our best services at all times.

Thanking you,
Sincerely

For **Bengal Shapoorji Housing Development Private Limited**

Authorised Signatory

Category of Services : **1) Maintenance or Repair Service**
2) Construction of Residential Service
3) Legal Consultancy Service

- Encl.: a) Tax Invoices – for Allotment Money & Agreement for Sale - Registration Related Expenses.
b) Instruction sheet.
c) Pay-in-Slip (s) – for Allotment Money & Agreement for Sale - Registration Related Expenses.