

Ref No: AVLLP/00/\_\_\_\_\_

Dated: \_\_\_\_\_

Mr. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Madam/Mesdames/Dear Sirs,

Re: Your Application dated \_\_\_\_\_

Sub: Provisional allotment of an identified apartment at the project entitled "**Joy 98**", proposed to be constructed at Premises **98/A, B.T. Road, Kolkata - 700 090**.

Madam/Mesdames/Dear Sirs,

Pursuant to your abovementioned application, we are pleased to provisionally allot in your favour, an apartment at the above mentioned project together with the permission to use such number(s) of covered/covered stack/open/open stack/mechanical/Puzzle, space(s) at the Building and/or the Said Premises, as earmarked identified and designated by Premier Mica Mining & Manufacturing Company for the parking of private medium sized car(s) owned by your good self(ves) within such spaces, each as detailed in the Schedule enclosed herewith, in lieu of payment by your good self(ves) ("Provisional Allottee(s)") of the consideration payable in respect thereof as also detailed in the Schedule enclosed herewith, and subject interalia, to the following:-

a) strict compliance by your good self(ves), to our satisfaction, of each of the terms and conditions stipulated by us from time to time including those recorded in the standard draft of the sale agreement pertaining to the said project as uploaded and available for viewing on the website regulated by The West Bengal Housing Industry Regulatory Authority (<https://hira.wb.gov.in>), the contents of which draft agreement including the several terms, conditions, stipulations obligations, covenants, undertakings recorded therein ("Sale Agreement") have, after being read and understood by your good self(ves), been confirmed and accepted by your good self(ves), on the clear and unequivocal understanding that the terms, conditions etc. stipulated in the Sale Agreement as also the contents of the Schedule enclosed herewith form and/or shall be deemed to form an integral part of this provisional allotment letter, and thus shall be binding on your good self(ves); and

b) your making timely payment of the consideration and all amounts, costs, expenses, deposits and extra charges stipulated in the Schedule enclosed herewith and in the Sale Agreement, and such further amounts as may be determined by us from time to time as payable by your good self(ves), each together with the applicable Taxes thereon; and

c) your executing and registering, at your cost and expense, the documents as required by us from time to time, as per our standard formats, including but not limited to executing the Sale Agreement on the terms stipulated in the above-mentioned draft within 30 (Thirty) days from the date of this letter, failing which this provisional allotment shall automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing, and all amounts if any paid by your good self(ves) will be refunded to your good self(ves) without any interest thereon, without you having/raising any nature or manner of objection to the same on any ground whatsoever or howsoever.

Please note that this allotment is provisional and subject to the above mentioned terms and conditions, and shall be read in conjunction with your abovementioned application. This letter of provisional allotment shall not be treated as an agreement for sale or transfer, and all payments received from your good self(ves) until execution of the Sale Agreement in terms of the abovementioned draft or until cancellation of this provisional allotment, whichever be earlier, shall be treated as refundable interest free advance(s).

This provisional allotment is personal to your good self (ves), and you shall not be entitled to transfer and/or assign and/or novate the same and/or any part or portion thereof to any third party and/or to nominate any third party in your place and stead.

Save as specifically defined hereinabove; each of the capitalized terms used herein shall have the same meaning as respectively ascribed to each of such terms in the Sale Agreement.

Please affix your signature(s), with stamp(s), if and as applicable, at the foot of each page of this letter including the enclosures hereto, to signify your confirmation and acceptance of this provisional allotment and the terms and conditions recorded herein, as also, those relating thereto and/or governing the same.

We look forward to a meaningful association with your good self (ves). Yours faithfully,

For Premier Mica Mining & Manufacturing Company

Authorized Signatory

I/We have read and understood the contents of this letter and the enclosure hereto as also the Sale Agreement, and confirm and accept the same, and covenant and undertake to comply with and abide by each of the terms stipulated herein as also those respectively stipulated in the enclosure hereto and the Sale Agreement.

1. \_\_\_\_\_

2. \_\_\_\_\_

[Provisional Allottee(s)] Enclo: as

above

## Schedule to Provisional Allotment Letter

<b>Details of the apartment</b>
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Tower \_\_\_\_\_

Floor \_\_\_\_\_

Flat Type \_\_\_\_\_

Estimated Carpet Area : \_\_\_\_\_ sq. ft. more or less

Estimated area of the Balcony/Verandah : \_\_\_\_\_ sq. ft. more or less

Estimated Effective Built-up Area : \_\_\_\_\_ sq. ft. more or less

Estimated Effective Super Built-up Area : \_\_\_\_\_ sq. ft. more or less

Number of spaces at the Building and/or the Said Premises, as earmarked, identified and designated by Premier Mica Mining & Manufacturing Company for the parking of private medium sized/standard car(s) owned by the Provisional Allottee(s) within such space:

**One \_\_\_\_\_ Floor Covered/covered stack/open/open stack/mechanical/puzzle Parking**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Apartment & Car Parking price, Taxes, Deposits and Payment Plan**Apartment & CP Price, being a composite sum of \_\_\_\_\_**.00**

(Rupees One Crore Thirty Three Lakh Twenty Five Thousand Only )

Sl. No.	Consideration/Amount payable towards	Rs.
1	Said Apartment	₹ _____
2	Balcony/Verandah	₹ _____
3	Car Parking Space	₹ _____
4	Common Expenses Security Deposit	₹ _____
5	Sinking fund/corpus Deposit.	₹ _____

The Apartment &amp; CP Taxes payable on the Apartment &amp; CP Price as on the date of the provisional allotment letter is a sum of Rs \_\_\_\_\_

(Rupees \_\_\_\_\_ Only)

1. \_\_\_\_\_

2. \_\_\_\_\_

Payment Schedule				
Sl. No.	Payment Milestone	% of Total Amount Payable	Amount Payable	
1	On Agreement *	10%	₹ _____	+Taxes Etc
2	On Completion of Piling	10%	₹ _____	+Taxes Etc
3	On Completion of Foundation	10%	₹ _____	+Taxes Etc
4	On Completion of 2nd Floor Casting	10%	₹ _____	+Taxes Etc
5	On Completion of 5th Floor Casting	10%	₹ _____	+Taxes Etc
6	On Completion of 12th Floor casting	10%	₹ _____	+Taxes Etc
7	On Completion of 20th Floor casting	10%	₹ _____	+Taxes Etc
8	On Completion of Final Roof Casting	10%	₹ _____	+Taxes Etc
9	On Completion of Doors & Windows of the said Apt.	10%	₹ _____	+Taxes Etc
10	On Issuance of Notice for Possession	10%	₹ _____	+Taxes Etc

\*Including amount paid on Application

\_\_\_\_\_

2. \_\_\_\_\_

**Extra Charges****Extra Charges as included in the price mentioned above:**

1. Legal and associated charges which includes the undernoted but excludes stamp duty, registration fees and miscellaneous costs and expenses associated with registration, as applicable, on the date of registration and as advised by Premier Mica Mining & Manufacturing Company:

- a) documentation charges
- b) charges for drafting this Agreement and the Deed of Conveyance
- c) charges for carrying out the apportionment and separation in the records of the Bengal Municipal Rules in

respect of the municipal rates and taxes payable by the Provisional Allottee

**- Rs. 31,000/- (Rupees Thirty One Thousand only).**

50% Payable on Agreement

50% Payable on Offer for Possession

2. Individual CESC meter deposit and costs-

**At actuals**

3. Costs and charges for formation of the Association-

**At actuals**

**Extra Charges not included in the price as mentioned above:**

4. All betterment fees, development charges etc. taxes and other levies, charges etc. imposed by the government and/or by any other Governmental Authority(ies) and/or by any statutory/quasi-statutory authorities/bodies in respect of the Said Premises and/or the Project and/or the Building and/or the Said Apartment And Properties Appurtenant Thereto, which shall be payable proportionately in respect of the Said Premises and the Project and the Building, and wholly in respect of the Said Apartment and the Car Parking Space, if any.

5. Proportionate share of any additional facility or amenity provided for in/at the Building and/or the Said Premises for the benefit of all the Apartment Allottees including the Provisional Allottee, as may be determined entirely and at the sole and absolute discretion of Premier Mica Mining & manufacturing Company, and the Provisional Allottee hereby consent(s) to the same.

6. Charges, costs and expenses for: (i) carrying out any additional work in or at or relating to the Said Apartment; and/or (ii) providing any additional facilities and/or utilities at the Said Apartment, each as requested in writing by the Provisional Allottee and accepted by Premier Mica Mining & manufacturing Company.

7. Charges levied under Rule 30 sub rule (2) of The Bengal Municipal Rules, 2007, and/or any equivalent statutory provision - as may be determined by Premier Mica Mining & Manufacturing Company.

The amounts to be determined at "actuals" shall be such as shall be certified by Premier Mica Mining & manufacturing Company, and the Provisional Allottee agree(s) to accept the same.

1. \_\_\_\_\_

2. \_\_\_\_\_