

Date: \_\_\_\_\_

To,

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_

**Re: Allotment of residential Apartment No. \_\_\_\_, on \_\_\_\_ Floor in Tower \_\_\_\_, having carpet area of \_\_ square feet together with balcony area of \_\_ square feet of carpet area and/or triple height balcony area of \_\_ square feet of carpet area with an exclusive open terrace adjoining the apartment containing a carpet area of \_\_ square feet with corresponding total built up area of \_\_ square feet and Super Built Up area of \_\_ square feet and \_\_\_\_ (\_\_\_\_) covered/ open/ open mechanical Car Parking space(s), which shall be allotted at the time of handover of possession, in the Project named "INSIGNIA" to be constructed at Premises No. 22, New Tangra Road, Kolkata - 700 046.**

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We are pleased to bring to your kind attention that, in furtherance to your application being Application No. \_\_\_\_ dated \_\_\_\_\_ pertaining to booking of an apartment at our Project named "INSIGNIA" at Premises No. 22, New Tangra Road, Kolkata - 700 046, we are pleased to allot the Apartment No. \_\_\_\_ on \_\_\_\_ Floor in Tower \_\_\_\_, having carpet area of \_\_ square feet together with balcony area of \_\_ square feet of carpet area and/or triple height balcony area of \_\_ square feet of carpet area with an exclusive open terrace adjoining the apartment containing a carpet area of \_\_ square feet with corresponding total built up area of \_\_ square feet and Super Built Up area of \_\_ square feet and \_\_\_\_ (\_\_\_\_) covered/ open/ open mechanical Car Parking space(s), which shall be allotted at the time of handover of possession together with the pro-rata right in the Common Areas, amenities and facilities of the Project And Together the right to use and enjoy the Project Common Areas, amenities and facilities in common with the other allottees of the Project as and when they are constructed or made ready and fit for use ("**the said Apartment**"):

You have agreed to pay the total price based on the carpet area as well as the Extra Charges and Deposits in terms of the payment schedule agreed upon by yourself. The details of Total Price as well as the Extra Charges and Deposits payable by you for the aforesaid Apartment is as follows:

<b>PARTICULARS</b>	<b>AMOUNT (RS.)</b>	<b>TOTAL AMOUNT (RS.)</b>
<b><u>A. Total Price</u></b>		
<i>Consideration of the Apartment</i>		
<b>Add: G.S.T @5%</b>		
<b>Total Price</b>		
<b><u>B. Extra Charges (Non-Refundable)@300/- Per Sq. Ft.</u></b>		
<i>(Generator Backup, Amenities Charges, Association Formation Charges, Legal Fees, Documentation Charges, Electricity- Cabling and/or Transformer Charges)</i>		
<b>Add: G.S.T @18%</b>		
<b>Total Extra Charges</b>		
<b><u>C. Deposits</u></b>		
<i>Common Expenses Deposit @40/- per Sq. Ft.</i>		
<i>Municipal Tax Deposit @40/- per Sq. Ft.</i>		
<b>Total Deposit</b>		
<b>Total Amount payable (A + B + C)</b>		

*The Total Amount Payable towards the said Apartment as mentioned above shall be paid by you strictly in accordance with the following stage-wise payment schedule, subject to timely demand raised by us:*

<b>MILESTONE FOR PAYMENT</b>	<b>% of payable Amount</b>	<b>Apartment Value + GST (RS.). (A)</b>	<b>Extra Charges + GST (RS.) (B)</b>	<b>Deposit (RS.) (C)</b>	
<i>On Booking/ Expression of Interest</i>					
<i>On Allotment (Less the Booking/EOI Amount)- within 7 days from Booking</i>	10%				
<i>Within 15 days from Execution of Agreement</i>	10%				
<i>On or before Completion of Pilling</i>	10%				
<i>On or before Completion of Foundation</i>	10%				
<i>On or before Roof Casting of the Ground floor</i>	10%				
<i>On or before Roof Casting of the 2<sup>nd</sup> floor</i>	10%				
<i>On or before Roof Casting of the 4<sup>nd</sup> floor</i>	10%				
<i>On or before Roof Casting of the 6<sup>th</sup> floor</i>	5%				
<i>On or before Roof Casting of the 8<sup>th</sup> floor</i>	5%				
<i>On or before Roof Casting of the 10<sup>th</sup> floor</i>	5%				
<i>On or before Roof Casting of the 11<sup>th</sup> floor</i>	5%				
<i>On or before Roof Casting of the 12<sup>th</sup> floor</i>	5%				
<i>On or before hand over Possession for Fit-outs/Interior works or registration of the conveyance deed, whichever be earlier</i>	5%				
<b>Amount payable towards Said Flat and Extra Charges (As mentioned in 'A' &amp; 'B' above)</b>	<b>100%</b>				

<b>Deposits (As mentioned in 'C' above)</b>	<b>100%</b>				
<i>On or before hand over Possession for Fit-outs/ Interior works or registration of the conveyance deed, whichever be earlier</i>					
<b>TOTAL AMOUNT PAYABLE (A+B+C)</b>					

Please further note that the above-mentioned allotment is provisional and is subject, inter alia, to the following: -

- a) *Your strict compliance to our satisfaction, of each of the terms and conditions stipulated by us from time to time including those recorded in the draft of the prescribed sale agreement, of which you have due notice and knowledge of as a copy thereof has been duly received by you and thus the terms and conditions stipulated therein forms and/or shall always be deemed to have formed an integral part of this provisional allotment letter, each of which are and/or deemed to be well within your knowledge and have been and/or deemed to be duly accepted and confirmed by you, and shall be binding upon you; and*
  
- b) *Your having understood and given your no objection and/or confirmation and/or acceptance to our giving to you only the permission to park cars in the sanctioned covered , open, and open mechanical parking if any, parking zone, as the case may be, within the Project as permissible under the applicable law(s); and*
  
- c) *Your having further understood and given your no objection and/or confirmation and/or acceptance to the fact that the location and type of the parking space agreed to be allotted to you may change as may be required by the authorities and/ or architect or as may be so thought fit and proper and in case there be any changes, you will be deemed to have accepted such change; and*
  
- a) *It is hereby expressly clarified that no specific car parking space is being earmarked, identified, or assigned to you under this Provisional Allotment Letter. However, one (1) car parking space, appurtenant to the Said Apartment and forming an integral and inseparable part thereof, shall be allotted to you at the time of handover of possession, the exact location, nature, and type of which shall be identified and designated solely by the Promoter, in accordance with applicable law(s), sanctioned plans, and directions of the competent authorities. Any request for an additional car parking space, over and above the one (1) parking space appurtenant to the Said Apartment, shall be purely*

*optional, subject to availability, and entirely at the sole discretion of the Promoter, and may be granted or refused without assigning any reason and on such terms and consideration as may be determined by the Promoter. You expressly acknowledge and agree that each car parking space, whether appurtenant or additional, shall constitute a "limited common area" within the meaning of the West Bengal Apartment Ownership Act, 1972, conferring no independent right, title, interest, or ownership, and shall not be capable of being transferred, assigned, leased, licensed, or otherwise dealt with independently of the Said Apartment; and*

- d) Your making timely payments of the amounts and in the manner as mentioned above as also all other amounts, costs, expenses, dues and deposits as stipulated by us from time to time;*
- e) In the event of your failure to pay any instalment, charge, deposit, or any other amount payable under this Provisional Allotment Letter and/or the payment schedule within the time stipulated in the relevant demand notice, you shall be liable to pay interest as per applicable laws from the due date until the date of actual payment, without prejudice to our other rights and remedies;*
- f) If the delay in payment exceeds 30 days from the due date, or if you commit two or more consecutive defaults, we shall be entitled, at our sole discretion and without prejudice to any other rights available to us, to suspend further construction related obligations in respect of the said Apartment and/or withhold possession and/or execution of the Deed of Conveyance and/or cancel and/or terminate this provisional allotment;*
- g) Upon such cancellation or termination due to your default, we shall be entitled to forfeit the booking amount and/or such portion of the amounts paid as may be stipulated in the Agreement for Sale, in addition to adjusting any outstanding dues, interest, penalties, taxes, and statutory charges. The balance amount, if any, after such deductions, shall be refunded to you without interest within a reasonable time;*
- h) Any acceptance of delayed payment by us shall not be construed as a waiver of our right to levy interest, penalty, or to take action for default, and all such rights shall remain fully reserved;*
- i) Your having further understood and given your no objection and/or confirmation and/or acceptance to the fact that in addition to the Total Amount Payable and other amounts expressly mentioned herein, you shall be solely liable to bear and pay, as and when demanded and strictly on actuals, all statutory charges, levies, extras and deposits, and related expenses, including but not limited to (i) the Mutation fees and related*

*charges payable to Kolkata Municipal Corporation, for mutation of the Said Apartment in your name, on actuals, as assessed and demanded by the said authority and (ii) Electricity meter deposit, service connection charges, security deposit, and all other related electricity charges payable to CESC or any other competent electricity supply authority, as and when demanded, on actuals.*

*It may be noted that in addition to above you shall be further liable to pay the required Stamp Duty and Registration Charges, miscellaneous costs and expenses as may be assessed by the Registering Authorities at the time of registration of the Agreement for Sale and the Deed of Conveyance. It may further be noted that failure and/or neglect on your part to register the Agreement for Sale within 30 days of being called upon to do so, shall tantamount to a breach of the understanding and your allotment shall be liable to be cancelled and/or terminated. In the event of such cancellation and/or termination of the allotment, all amounts paid by you save and except the applicable taxes, shall be refunded to you and on and from such date of cancellation, you shall cease to have any right and/or claim over the said Apartment. On your signing of the Agreement for Sale, the Application Form, Agreement for Sale and Allotment Letter would be read together. This allotment will not create any transfer / assignment in your favour or an agreement to do the same and this allotment is subject to terms and conditions of the Agreement for Sale to be executed between us and further payment as per agreed schedule.*

*Simultaneous to the execution of the Agreement for Sale or, as the case may be, you shall also be required to execute a Power of Attorney authorising us to represent you as your constituted attorney in order to enable the formation of the Association of all the allottees in the Project in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.*

*Please confirm your acceptance of this offer of allotment by signing on a duplicate of this letter.*

*Yours faithfully,*

**FOR SRIJI GOPALJI NPR ENCLAVE LLP**

**Authorized Signatory**