

Allotment Date:

\_\_\_\_\_ Ref:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Allotment of Residential Apartment more particularly described in the First Schedule hereunder, being a part of the Phase II Real Estate Project namely "**Z Residences Phase II**" to be developed by **Sunidhi Estates Private Limited** ("the **Promoter**")

1. The Promoter is undertaking the development of land measuring 10 (ten) *Bigha*, 15(fifteen) *Cottah*, 9 (nine) *Chittak*, 11 (eleven) sq. ft., more or less, comprised in Municipal Premises No. 47 (previously 53A, 53B, 54A, 67/1C and 67), Canal Circular Road, Police Station Phoolbagan, Kolkata – 700054 being the part of Larger Premises being Premises No. 47 Canal Circular Road morefully within the limits of the KMC (**KMC**), Sub-Registration District Sealdah, District South 24 Parganas (**Second Phase Land**).

2. The development of the project known as "**Z Residences Phase II**" containing various residential and commercial units ("**Phase II Real Estate Project**").

3. The Promoter has agreed to allot the Residential Apartment and other appurtenances more particularly described in the First Schedule hereunder ("**Said Apartment And Appurtenances**") comprised in the Block No. \_\_\_\_\_ 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 (**Total Consideration**), and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale (**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 RERA, is more particularly described in the First Schedule hereunder written.

5. The Total 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% (ten percent) of the Total 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 Total Price includes 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 Phase II Real Estate Project and/or with respect to the Said Apartment And Appurtenances 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 And Appurtenances, 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 Total Price as detailed in the Second Schedule hereunder written, the Parties shall execute the Agreement as required under RERA 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 Total Consideration, 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 changes (collectively Extras).

9. The Price (excluding Goods & Service Tax) for the Said Apartment based on the Saleable area is Rs \_\_\_\_\_/-(Rupees \_\_\_\_\_) and the price of the Said Parking Space (if any) is **Rs** \_\_\_\_\_/- (Rupees: \_\_\_\_\_) (**Total Consideration for Apartment/Parking Space**) and part of the Extra Charges and Deposits so far computed is Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) (**Total Extras And Deposits**) and the Goods and Service Taxes is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (**Total Price**).

10. In the event the Allottee does not make payment of any instalment of the Total 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's Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Total 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 details 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 Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment And Appurtenances in the manner it deems fit and proper.

For **Sunidhi Estates Private Limited**

Authorized Signatory

Encl: As above

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Meaning of certain terms and expressions)

Sl No.	Terms and Expressions	Meaning
1.	Said Apartment	Apartment No. _____, on the _____ Floor
2.	Block & Building No.	
3.	Carpet area/Built Up Area/Super Built Up Area of the Said Apartment as per RERA	_____ Sq ft.
4.	Total Consideration	Rs. _____/- (Rupees _____)
5.	Bank Account of the Promoter	Account Bank Name: _____ Current Account No: _____ Branch Name & Address: _____ Code: _____
6.	Contact Details	Promoter's Email Id Promoter's Phone Allottee's Email Id

		Allottee's Phone
7.	PAN No.	Promoter's PAN _____

**THE SECOND SCHEDULE ABOVE REFERRED TO**

The Price (excluding Goods & Service Tax) for the said Apartment based on the carpet area is Rs \_\_\_\_\_/-(Rupees \_\_\_\_\_) and the price of the Said Parking Space (if any) is Rs \_\_\_\_\_/- (Rupees: \_\_\_\_\_)and part of the Extra Charges and Deposits so far computed is Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) and the Goods and Service Taxes is Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) being the Total Price.

(Schedule of Payment of the Total Consideration as payable by the Allottee/s)

<b>Payment Plan</b>	

**THE THIRD SCHEDULE ABOVE REFERRED TO**

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

**Extras:**

1.	
2.	
3.	
4.	
5.	
<b>TOTAL</b>	<b>Rs. /-</b>

**Deposits:**

•	
•	
•	
<b>TOTAL</b>	<b>Rs. /-</b>