

Date: [•]
Ref No: [•]
[•] ("Applicant(s)")

Re: Your Application No. [•], Dated [•] ("Application")

Sub: Provisional allotment of a Duplex Flat at the project entitled "Vilasa", proposed to be developed at Premises No. 3, Dover Park, Kolkata - 700 019 ("Project")

Dear Sirs/ Madams,

Pursuant to your Application, Kiwano Realty LLP ("KRL") is pleased to provisionally allot in your favour, the Flat (as detailed in the Schedule enclosed herewith) together with the right to use such number(s) of parking space(s) at the Project as earmarked, identified and designated by KRL for parking private medium sized/standard sized car(s) owned by the Applicant(s), as also detailed in the Schedule enclosed herewith, in lieu of payment by the Applicant(s) of inter alia the total consideration for the Flat and each of the deposits, extra charges, amounts, charges, costs and expenses stipulated in/referred to the Schedule enclosed herewith as also in the Application and the proposed Agreement for Sale, including but not limited to stamp duty and registration fees together with common area maintenance charges (as assessed by KRL), each together with all applicable taxes thereon (collectively, "Amounts"), subject however to, inter alia, the following:-

- a) Strict compliance by the Applicant(s), to the satisfaction of KRL, of each of the several terms, conditions, obligations, covenants, undertakings etc. stipulated by KRL from time to time including but not limited to those recorded respectively in the Application, the proposed Agreement For Sale and the proposed Conveyance Deed, each in terms of the formats stipulated by KRL (respectively, "Agreement for Sale" and "Conveyance Deed"), and in all other agreements, deeds, the several letters, documents etc. since executed/to be executed by the Applicant(s), as may be advised by KRL from time to time, each in terms of the formats stipulated by KRL (collectively, "Further Documentation"), on the clear and unequivocal understanding that the terms, conditions etc. stipulated in the Application, the Agreement for Sale, the Conveyance Deed and the Further Documentation 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 the Applicant(s) and its assigns/ novatees (as approved by KRL), and no request for any changes, modifications, amendments etc. to the drafts of the proposed Agreement for Sale and/or the proposed Conveyance Deed and/or any of the Further Documentation shall be entertained; and

- b) The Applicant(s)' making timely payment of each of the Amounts, and such further sums as may be determined by KRL from time to time as payable by the Applicant(s), each together with the applicable taxes thereon, with the delay in payment resulting inter alia in payment by the Applicant(s) of interest thereon, all as stipulated in the Agreement for Sale, the Deed of Conveyance and/or any Further Documentation; and
- c) The Applicant(s)' executing and registering, at its/ their own cost and expense, each of the Agreement for Sale and the Conveyance Deed along with such of the Further Documentation as determined and required by KRL, within such time period as stipulated by us, failing which this provisional allotment shall, without any liability on KRL, automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing; and
- d) upon the withdrawal/cancellation/termination by the Applicant(s) of this provisional allotment or upon the Applicant(s)'s breach of the terms of the Application and/or this Letter, the entirety of all amounts tendered by the Applicant(s) till the date of such withdrawal/cancellation/termination, each together with the applicable taxes thereon but subject to a maximum of 10% (ten percent) of the apartment consideration as stipulated in the Schedule enclosed herewith, shall automatically stand forfeited by/in favour KRL, without the Applicant(s) having/raising or being permitted to have or raise, on any ground whatsoever or howsoever, any nature or manner of, objection and/or claim, demand etc. in respect thereof/contrary thereto.

This provisional allotment is personal to the Applicant(s), and none of them shall be entitled to transfer and/or assign and/or novate the same and/or any part or portion hereof to/in favour of any third party and/or to nominate any third party in the Applicant(s)' place and stead provided that subject to timely execution and registration by the Applicant(s) of the Agreement for Sale, and subject further to expiry of a period of 12 (twelve) months from the date of registration of the Agreement for Sale, the Applicant(s) may transfer and/or assign and/or novate the Agreement for Sale to/in favour of any third party subject to: (i) the prior written consent of KRL, (ii) no such transfer, assignment or novation shall be permitted on and from the date of this provisional allotment till the execution of the proposed Agreement for Sale and (iii) payment to KRL of a nomination fee equivalent to 2% (two percent) of the sum total of the apartment consideration and the extra charges and deposits as stipulated in the Schedule enclosed herewith together with applicable taxes thereon or 2% (two percent) of the total consideration (including the extra charges and deposits) payable by such nominee including any reimbursements made in the Applicant(s)' favour, together with applicable taxes thereon, whichever be higher, and (iv) compliance by the Applicant(s) and its nominee of such conditions

precedent and terms as may be stipulated by KRL as well as any terms and conditions provided in the proposed Agreement for Sale and (v) in the event of the Applicant(s) having obtained any housing loan from any bank and/or financial institution, handing over of the original Bank NOC issued by such bank and/or financial institution to KRL.

The Applicant(s) also agrees and confirms that no prior consent will be required to be obtained by KRL in the event KRL is required to obtain any construction finance or project loans by creating a charge/ mortgage over the Flat (as detailed in the Schedule enclosed herewith) in favour of any bank and/ or financial institution. However, on or before the execution of the proposed deed of conveyance in favour of the Applicant(s), a no objection certificate shall be obtained by KRL from the bank and/ or financial institution.

Please note that this allotment is provisional and subject to the abovementioned terms and conditions, and shall at all times be read in conjunction with the Application. This letter of provisional allotment shall not be treated as an agreement for sale or transfer and the same does not create/vest/accrue in the Applicant(s)' favour any manner or nature of right, interest, claim, demand or action in respect of any part or portion of the Project (including the Flat).

Please affix your signature(s), with stamp(s), if and as applicable, at the foot of each page of this letter including the enclosure 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 our association with your goodself(ves).

Yours faithfully,

for Kiwano Realty LLP

Authorized Signatory

I/We have read and understood the contents of this letter and the enclosure hereto, and confirm and accept the same, and repeat and reiterate each of the representations, warranties and covenants made in the Application, and further undertake to comply with and abide by each of the terms, conditions, covenants and obligations

stipulated herein as also those respectively stipulated in the enclosure hereto, the Application, Agreement for Sale, the Conveyance Deed and the Further Documentation.

1. _____

2. _____

[Provisional Allottee(s)]

Enclo: as above

Schedule	
Inputs	
Type	
Floor	
Parking Type 1	
Parking Type 2	
Parking Type 3	
Apartment Number	
Details of the Flat	
Apartment (RERA Carpet Area - square feet)	
Balcony (RERA Carpet Area - square feet)	
Private Open Terrace (RERA Carpet Area - square feet)	
Apartment Consideration(A)	
Extra Charges	
Generator Power Backup (Rs. [●] per KVA) as per requirement:	Rs. [●]/- (Rupees [●] only)
Legal Charges per apartment :	Rs. [●]/- (Rupees [●] only)
Mutation Costs & Expenses:	Rs. [●]/- (Rupees [●] only)
CESC Cost & Expenses for Electricity Infrastructure:	Rs. [●]/- (Rupees [●] only)
Charges for providing Amenities & Facilities:	Rs. [●]/- (Rupees [●] only)
Extra Charges (B)	
Apartment Consideration + Extra Charges (A+B)	
Interest Free Deposits	
CESC Electricity Meter Deposit	At actuals

Maintenance Deposit	Rs. [●]/- (Rupees [●] only)
Sinking Fund	Rs. [●]/- (Rupees [●] only)
Municipal Rates and Tax Deposit	Rs. [●]/- (Rupees [●] only)
Deposits (C)	
Total Amount Payable (Including Price+ Extra Charges & Interest Free Deposits) [A+B+C]	
GST Calculation (@ Current rates)	
Total GST Payable (Subject to change)	

Sl. No.	Payment Milestone	% of Amount Payable	Amount (Rs.)
1	Booking/Expression of Interest		1,00,00,000/-
2	On Allotment (after adjusting Booking Amount)	10%	
3	On Execution of Agreement	10%	
4	On completion of Piling	10%	
5	On completion of Foundation	5%	
6	On completion of 2nd Floor Roof Casting	5%	
7	On completion of 4th Floor Roof Casting	5%	
8	On completion of 6th Floor Roof Casting	5%	
9	On completion of 8th Floor Roof Casting	10%	
10	On completion of 10th Floor Roof Casting	10%	
11	On installation of Apartment Window	5%	
12	On completion of 7th & 8th Lobby Flooring Or On completion of 9th & 10th Lobby Flooring	5%	
13	On installation of Lifts	5%	
14	On Completion of Parking Flooring	5%	
11	On completion Roof Flooring	5%	
12	On Issuance of CC	5%	
	Total	100%	

