

Date: [_____]
Ref No: [_____]

To:

_____,
_____,
_____.

(hereinafter referred to as "Allottee[s]")

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

Sub: Provisional allotment of a [bare shell/ finished] Flat at the project entitled
"_____", proposed to be developed at Premises No. 6, Ho Chi Minh Sarani,
Kolkata - 700 071 ("Project")

Dear Sirs/ Madams,

Pursuant to your Application, ATK Manor Developers LLP ("Promoter") is pleased to provisionally allot favour of the Allottee(s), the Flat together with the right to use such number(s) of covered/open space(s) at the Project as earmarked, identified and designated by the Promoter for parking private medium sized/standard sized car(s) owned by the Allottee(s), as detailed in the Schedule enclosed herewith, in lieu of payment by the Allottee(s) of inter alia the consideration 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 the Promoter), each together with all applicable taxes thereon (collectively, "Amounts"), subject however to, inter alia, the following:

- a) Strict compliance by the Allottee(s), to the satisfaction of the Promoter, of each of the several terms, conditions, obligations, covenants, undertakings etc. stipulated by the Promoter 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 the Promoter (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 Allottee(s), as may be advised by the Promoter from time to time, each in terms of the formats stipulated/advised by the Promoter (collectively, "Further Documentation"), on the clear and unequivocal understanding that the terms, conditions etc. stipulated in 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, and thus shall be binding on the Allottee(s) and its/their assigns/ novatees (as approved by the Promoter), 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) timely payment by the Allottee(s) of each of the Amounts, and such further sums as may be determined by the Promoter from time to time as payable by the Allottee(s), each together with the applicable taxes thereon, with the delay in payment resulting inter alia in payment by the Allottee(s) of interest thereon, all as stipulated in the Agreement for Sale, the Deed of Conveyance and/or any Further Documentation; and
- c) execution and registration, at the Allottee(s)'s cost and expense, each of the Agreement for Sale and the Conveyance Deed along with such of the Further Documentation as determined by the Promoter, within such time period as stipulated by the Promoter, failing which this provisional allotment shall, without any liability on the Promoter, 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 Allottee(s) of this provisional allotment or upon the Allottee(s)'s breach of the terms of the Application and/or this Letter resulting in cancellation/ termination by the Promoter, the entirety of all amounts tendered by the Allottee(s) till the date of such withdrawal/ cancellation/ termination, each together with the applicable taxes thereon [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 the Promoter, without the Allottee(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 Allottee(s), and the Allottee(s) shall not 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 its/ their place and stead provided that only after expiry of a period of 12 (twelve) months from the date of registration of the Agreement for Sale the Allottee(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 the Promoter, (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 the Promoter of a nomination fee equivalent to 2% (two percent) of the sum total of the apartment consideration as stipulated in the Schedule enclosed herewith together with applicable taxes thereon or 2% (two percent) of the total consideration amount payable by such nominee including any reimbursements made in favour of the Allottee(s), together with applicable taxes thereon, whichever be higher, and (iv) compliance and fulfillment of such conditions precedent and terms as may be stipulated by the Promoter as well as any terms and conditions provided in the proposed Agreement for Sale and (v) in the event of the Allottee(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 the Promoter.

The Allottee(s) also agree and confirm that no prior consent will be required to be obtained by the Promoter in the event the Promoter 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 Allottee(s), a no objection certificate shall be obtained by the Promoter from the bank and/ or financial institution.

Please note that this allotment is provisional and subject to the abovementioned terms and conditions, and shall 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 favour of the Allottee(s) any manner or nature of right, interest, claim, demand or action in respect of any part or portion of the Project.

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 the Allottee(s).

Yours faithfully,

For ATK Manor Developers LLP
A T K MANOR DEVELOPERS LLP


 Authorized Representative
 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.

1. _____

2. _____

[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	Rs. _____/-

requirement:	
Legal Charges per apartment :	Rs. ____/-
Mutation Costs & Expenses:	Rs. ____/-
CESC Cost & Expenses for Electricity Infrastructure:	Rs. ____/-
Charges for providing Club Amenities & Facilities:	Rs. ____/-
Extra Charges (B)	
Apartment Consideration + Extra Charges (A+B)	
Interest Free Deposits	
CESC Electricity Meter Deposit	At actuals
Maintenance Deposit	Rs. ____/-
Sinking Fund	Rs. ____/-
Municipal Rates and Tax Deposit	Rs. ____/-
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)	

INSTALLMENT PAYMENT SCHEDULE				
Sl. No	Payment Milestone	% of Amount Payable	Amount (in Rs.)	
1	Booking/Allotment	__% of (A)		+GST
2	On Execution of Agreement	__% of (A)		+GST
3	On Completion of Piling	__% of (A)		+GST
4	On Completion of 2 nd Floor Roof Casting	__% of (A)		+GST
5	On Completion of [•] Floor Roof Casting	__% of (A)		+GST

6	On Completion of [•] Floor Roof Casting	__% of (A)		+GST
7	On Completion of [•] Floor Roof Casting	__% of (A)		+GST
8	On Completion of Final Roof Casting	__% of (A)		+GST
9	On Completion of Flooring of the said Apartment	__% of (A)		+GST
10	On Completion of Doors & Windows of the said Apartment	__% of (A)		+GST
11	On Issuance of Fit Out Notice	__% of (A) and __% of (B)		+GST
12	On Issuance of Possession Letter + Extra Charges and Deposits	__% of (A) and __% of (B)		+GST
				E&OE
OUTFLOW SUMMARY				
Total Amount Payable				
GST Payable				
Total Outflow				