

Dated:
Mr.
Ms.
Address1
Address2
Address3

Re: Your Application dated _____

Sub: Provisional Allotment of an Apartment and identification of Car Parking Slot at 'ELION' at Premises No. 3A, Nandlal Basu Sarani (Formerly Little Russel Street), Kolkata – 700 071.

Dear Sir/Madam

Pursuant to your abovementioned application, we are pleased to provisionally allot you an Apartment being No. ____ in our project 'ELION' in lieu of payment of the consideration agreed by you in respect thereof as detailed in the Schedule enclosed herewith. You have also agreed for identification of _____ covered car parking in the said project for your own use you have further agreed not to claim any right over the other parking space of the project and subject *inter alia*, to the following: -

- a) Strict compliance by you, 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; and
- b) Your making timely payment of the consideration and all amounts, costs, expenses and deposits stipulated in the Schedule enclosed herewith 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, including the Sale Agreement as per standard format 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days from the date of this letter, failing which this provisional allotment shall automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing, in such event, the Promoter shall be entitled, without prejudice to other rights and remedies available to the Promoter, terminate the application/agreement for sale and refund the amounts paid till such date without any interest thereon, without your having/raising any nature or manner of objection to the same on any ground whatsoever or howsoever. The Promoter shall, after termination as above, also be entitled to sell the said Apartment and the identified open/covered car parking to any other person as decided by the Promoter.

Please note that this allotment is provisional and subject to the abovementioned 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 you until execution of the Sale Agreement or until cancellation of this provisional allotment, whichever be earlier, shall be treated as refundable interest free advance(s).



Note:

- GST or any other statutory taxes shall be charged extra as levied by the Government at a rate, applicable on the date of the demand. In case of the refunds if any, it will exclude the all taxes paid by you or payable by you against the demands raised till date of the refunds.
- Under section 194-1A of the Income Tax Act, in case of the transfer of an immovable property of Rs. 50 lakh or more, TDS @ prevailing rate is required to be deducted by the transferee on Amount Payable to transferor.

For _____(Company Name)

Authorized Signatory

1. _____

2. _____

[Signature of Provisional Allottee(s)]

