

Dated:  
Mr.  
Ms.  
Address1  
Address2  
Address3

Re: Your Application dated \_\_\_\_\_

**Sub: Provisional Allotment / Commercial Space of an Apartment and or identification of Car Parking Slot at "PROTHAMA RAJPRASAD"** situated at Holding No. - 50 of R. N. Tagore Road, Ward No.-7, J.L. No.-92, Mouza - Krishnanagar, R. S. Plot No. - 7069, 7046, 7071, 7072, 7074, 7040, L. R. Plot No.- 9934, 9956, 9957, 9958, 9960, 9961, R. S. Khatian No.- 5119/1, 473, 5114, 5087, 5073/1, L. R. Khatian No.- 56148, P.S.-Krishnanagar (Kotwali), Within Krishnanagar Municipality, Pin-741101, Dist.-Nadia, West Bengal.

Dear Sir/Madam

Pursuant to your above mentioned application, we are pleased to provisionally allot you an Apartment / Commercial Space no.\_\_\_\_ on\_\_\_\_ Floor admeasuring \_\_\_\_\_ Sq. mt. / Sq. ft. carpet area along with appurtenant \_\_\_\_\_ Sq. mt. / Sq. ft. enclosed Balcony, in our project known as **PROTHAMA RAJPRASAD, at 50, R. N. Tagore Road, Krishnanagar, Nadia** 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 \_\_\_\_\_ car parking space in the said project for your own use and one two wheeler parking space for free (for Residential owners only), you have further agreed not to claim or use any right over the other parking space of the project for both Car parking/two wheeler parking and subject *inter alia*, to the following: -

- a) You have seen all the documents of title deeds and other relevant papers etc., pertaining to the said property and are fully satisfied about our title, rights and interest in respect the said project.
- b) 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.
- c) You are aware of and have acknowledge that the Building plans are provisional and agree that we may make such changes, modifications, alternations and additions therein, as may be deemed necessary or may be required to be done by us or any other local authority or body having jurisdiction.
- d) You will be bound by the terms and conditions as stated in the Agreement for Sale to be executed by you. You will have to pay necessary stamp duty and registration charges and register the said Agreement for Sale. You have seen standard format of Agreement as required under provision of RERA to be executed between you and us and have accepted the terms and condition contained therein.
- e) Please take note it is mandatory to execute and register the Agreement for Sale on or before

PROTHAMA LIFESPACE

Debaraj Singh Reddy  
Authorised Signatory

payment of 10% of the sale consideration as stated herein above under RERA. Registration of the said Agreement will be your responsibility. On payment of stamp duty on the said Agreement for Sale, our representative will attend the office of Sub-Registrar of Assurance at mutually convenient day and time to execute and admit the execution of Agreement for Sale. We will not be responsible for any delay in registration of agreement and any consequence arising under RERA.

- f) Within 30 days from issue of this letter, you will have to pay 10% of sale consideration and execute and register the Agreement for Sale. If you fail to pay 10% of sale consideration within 30 days, this allotment letter will be deemed to have been cancelled without any further communication to you and we will deduct Rs. 10,000.00 (Rupees Ten thousand only) for documentation charge and refund balance amount to you without paying any interest thereon. In such circumstance, we will be entitled to sell the said Flat without any further reference to you.
- g) You're execute and register, 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 balance amounts paid till such date without any interest after deduct Rs. 10,000.00 (Rupees Ten thousand only) for documentation charge 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 car parking space to any other person as decided by the Promoter.
- h) You shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat allotted to you. All open spaces, lobbies, staircases, terraces shall remain our property till whole property is assigned and transferred to the Society and/ or Apex Body as the case may be as herein mentioned, but subject to the rights, reservations, covenants and easements in our favor as may be provided.
- i) We shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all our right, title and interest in the said project including the buildings being constructed thereon as we may deem fit and appropriate and you hereby give irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in your favor.
- j) Payment of the said consideration is essence of contract and you will pay the said amount as per the schedule of payment as stated herein above. If you fail to pay the said amount as per the schedule, you will be liable to pay interest at the rate as prescribed under The West Bengal Real Estate(Regulation and Development)(Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website), from due date till payment. Notwithstanding the provision for payment of interest, if default continues for more than 3 months, we will be entitled, at our sole discretion to cancel this allotment letter / Agreement for sale / registered agreement for sale. In case of cancellation of allotment, we will be entitled to forfeit earnest amount i. e. 10% of the sale consideration and pay the balance amount to you without any interest thereon. We will refund the said amount, only after sale of said Flat to new purchaser and after receiving from new Purchaser, amount equivalent to be refunded to you. Save and except refund of the said amount as stated herein you will not be entitled for any amount either as damage/compensation or in any other manner.

- k) In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, you shall cease to have any right, title, interest and/or claims of any nature whatsoever in said Flat and we shall be entitled to deal with the same in the manner as it deems fit and proper.
- l) That any delay on account of the Authority for issuance of the completion certificate /Occupancy certificate shall not be considered as any delay on account of us. The date of applying for the completion certificate/ occupational certificate shall be presumed as the date of possession, we shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate/occupational certificate only.

Please note that this allotment is provisional and subject to the above mentioned terms and conditions, and shall be read in conjunction with your above mentioned 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) as per above mentioned clause no. – f), g) & j).

This provisional allotment is personal to you, and you shall not be entitled to transfer and/or assign and/or novate the same and/or any part or portion thereof to any third party and/or to nominate any third party in your place and stead.

Save as specifically defined herein above, each of the terms used herein shall have the same meaning as respectively ascribed to each of such terms in the Standard draft Sale Agreement.

Please affix your signature(s), or/with stamp(s), if and as applicable, at the foot of this letter including the enclosures 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 a meaningful association with you.

Yours faithfully,  
**M/s Prothama Lifespace**

Authorized Signatory  
**Debapriya Maity**

Authorized Signatory  
**Debjit Brahma**

I/We have read and understood the contents of this letter and the enclosure hereto as also the Sale Agreement, and confirm and accept the same, and covenant and undertake to comply with and abide by each of the terms stipulated herein as also those respectively stipulated in the enclosure hereto and the Sale Agreement.

1. \_\_\_\_\_

2. \_\_\_\_\_

[Signature of Provisional Allottee(s)]

**Schedule  
(APARTMENT)**

The Apartment No./Commercial space \_\_\_\_\_ on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ having a Carpet Area of \_\_\_\_\_ sq. ft. in "**PROTHAMA RAJPRASAD**" situated at within Holding No. - 50 of R. N. Tagore Road, Ward No.-7, J.L. No.-92, Mouza - Krishnanagar, R. S. Plot No. - 7069, 7046, 7071, 7072, 7074, 7040, L. R. Plot No.- 9934, 9956, 9957, 9958, 9960, 9961, R. S. Khatian No.- 5119/1, 473, 5114, 5087, 5073/1, L. R. Khatian No.- 56148, P.S.-Krishnanagar (Kotwali), Within Krishnanagar Municipality, Pin- 741101, Dist.-Nadia, West Bengal.

**(IDENTIFICATION OF CAR PARKING /TWO WHEELER PARKING)**

\_\_\_\_\_ car parking space and/ or one two wheeler parking space specified by us on the Ground floor/ Basement identified for parking of your own car subject to your undertaking not to claim any other parking space other than the Parking identified for the Allotted Apartment in **PROTHAMA RAJPRASAD**.

**(Total Consideration & Payment Plan)**

The Total Price for the Said Apartment is Rs. \_\_\_\_\_ /-  
(Rupees \_\_\_\_\_ only).

Payment Plan	Percentage / Amount	Due Within
LETTER OF INTEREST(LOI)/APPLICATION LETTER	2 Lakh only	-
Booking Amount	10 % (- 2 lakh as deposited with LOI)	30 days

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 ac, in case of the transfer of an immovable property of Rs.50 lac or more, TDS @ prevailing rate is required to be deducted by the transferee on Amount Payable to transferor.

**For M/s Prothama Lifespace**

Authorized Signatory  
**Debapriya Maity**

Authorized Signatory  
**Debjit Brahma**

1. \_\_\_\_\_

2. \_\_\_\_\_

[Signature of Provisional Allottee(s)]

PROTHAMA LIFESPACE

*Debapriya Maity*  
Authorized Signatory