

Dated:  
Mr.  
Ms.  
Address1  
Address2  
Address3

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

**Sub: Provisional Allotment of an Apartment and identification of Car Parking Slot at Dishari Residency situated at Premises No- 17/7, Gorakshabasi Road, Police Station- Dum Dum, Kolkata- 700028**

Dear Sir/Madam

Pursuant to your abovementioned application, we are pleased to provisionally allot you an Apartment being No. \_\_\_\_ in Block No. \_\_\_\_ in our project **Dishari Residency**, 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 \_\_\_\_\_ open/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days from the date of this letter, failing which this provisional allotment shall automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing, in such event, the Promoter shall be entitled, without prejudice to other rights and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).

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 hereinabove, each of the capitalized 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), 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 D. S. Construction**

**Authorized Signatory**

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)]

**D. S. CONSTRUCTION**

*Simon Pany*

Proprietor

**Schedule**

**(APARTMENT)**

The Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Block \_\_\_\_\_ having a Carpet Area of \_\_\_\_\_ sq. ft. in **Dishari Residency** situated at Premises No- 17/7, Gorakshabasi Road, Police Station- Dum Dum, Kolkata- 700028.

**(IDENTIFICATION OF CAR PARKING)**

\_\_\_\_\_ Open/covered car parking space 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 **Dishari Residency**.

**(Total Consideration & Payment Plan)**

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

Payment Plan	Percentage	Due Within
Booking Amount	10%	-
On execution of Agreement for Sale		30 days
On completion of Foundation of the block		30 days
On completion of Casting of ..... floor roof Slab of the block		30 days
On completion of Casting of .....floor roof slab of the block		30 days
On completion of Casting of .....floor roof slab of the block		30 days
On completion of Casting of roof of the Block		30 days
On completion of ..... of the Windows of the Block		30 days
On completion of ..... of the Flooring work of the Block		30 days
On filing Application for Occupancy certificate of the Block		30 days
On Obtaining Occupancy certificate of the Block from the Authority		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 D. S. Construction**

**D. S. CONSTRUCTION**

*Srinivasa Rao*

**Authorized Signatory** Proprietor

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

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

[Signature of Provisional Allottee(s)]