

Ref No: DDH/00/

Dated: / / 20

To,  
XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

Re: Your Application No. XXXX, dated XX / XX / 20XX

Sub: Provisional allotment of an identified apartment at the project entitled  
“DUMDUM HEIGHTS” at Premises No. 6/2 Jessore Road, Kolkata - 700 028.

Madam / Mesdames / Dear Sir(s),

Pursuant to your abovementioned application, we are pleased to provisionally allot in your favour, an apartment at the above mentioned project together with the permission to use such number(s) of covered/open space(s) at the Building and/or the Said Premises, as earmarked, identified and designated by JESSORE ROAD CONSTRUCTION PARTNERS LLP for the parking of medium sized car(s) owned by your goodself(ves) within such spaces, each as detailed in the **Schedule** enclosed herewith, in lieu of payment by your goodself(ves) (“**Provisional Allottee(s)**”) of the consideration payable in respect thereof as also detailed in the Schedule enclosed herewith, and subject *inter alia*, to the following:-

- a. Strict compliance by your goodself(ves), 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 as uploaded and available for viewing on the website regulated by The West Bengal Housing Industry Regulatory Authority (<https://hira.wb.gov.in>), the contents of which draft agreement including the several terms, conditions, stipulations obligations, covenants, undertakings recorded therein (“**Sale Agreement**”) have, after being read and understood by your goodself(ves), been confirmed and accepted your goodself(ves), on the clear and unequivocal understanding that the terms, conditions etc. stipulated in the Sale Agreement 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 your goodself(ves); and
- b. Your making timely payment of the consideration and all amounts, costs, expenses, deposits and extra charges stipulated in the Schedule enclosed herewith and in the Sale Agreement, and such further amounts as may be determined by us from time to time as payable by your goodself(ves), each 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, as per our standard formats, including but not limited to executing the Sale Agreement on the terms stipulated in the above mentioned draft within 60 (sixty) 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, and all amounts if any paid by your goodself(ves) will be refunded to your goodself(ves) without any interest thereon, without you having/raising any nature or manner of objection to the same on any ground whatsoever or howsoever.

Please note that this allotment is provisional and subject to the above mentioned 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 your goodself (ves) until execution of the Sale Agreement in terms of the above mentioned draft 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 your goodself (ves), 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 Sale Agreement.

Please affix your signature(s), with stamp(s), if and as applicable, at the foot of each page 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 your goodself (ves).

Yours faithfully,  
JESSORE ROAD CONSTRUCTION PARTNERS LLP

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.

Enclo: as above