

SURAJ BUILDCON PRIVATE LIMITED

CIN: U45400WB2007PTC115248

**C/o Suresh Kumar Agarwal, Shanti Square 2nd Mile, Sevoke Road, Darjeeling, Siliguri,
West Bengal, India, 734001**

Dated:
Mr.
Ms.
Address1
Address2
Address3

Re: Your Application dated _____

Sub: Provisional Allotment of an Commercial Unit at "MORYA" at Plot No.: R.S - 99/312, 99/314, L.R - 506,508, 500, Khatian No.: R.S - 33/1, L.R - 696, 697, 693, JL No.: 2, Sheet No.: R.S - 5, L.R - 2, Holding No.: VL/100/C/6 & VL/100/D/110, Mouza: Dabgram, Pargana: BaikunthaPur, P.S.: Bhaktinagar, P.O.: Salugara, Pin: 734008, Dist.: Jalpaiguri, Ward No.: 42 (SMC)

Dear Sir/Madam

Pursuant to your abovementioned application, we are pleased to provisionally allot you an Commercial Unit being No. _____ in Block No. _____ in our project "MORYA", in lieu of payment of the consideration agreed by you in respect thereof as detailed in the Schedule enclosed herewith and subject *inter alia*, to the following: -

- 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
- Your making timely payment of the consideration and all amounts, costs, expenses and deposits stipulated in the Schedule enclosed herewithtogether with the applicable Taxes thereon;and
- 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days from the date of this letter, failing which this provisional allotment shall automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing, in such event,the Promoter shall be entitled, without prejudice to other rights and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 andrefundtheamounts paid till such datewithout any interest thereon, without your having/raising any nature or manner of objection to the same on any ground whatsoever orhowsoever. 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 youuntil execution of the Sale Agreement or until cancellation of this provisional allotment, whichever be earlier, shall be treated as refundable interest freeadvance(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,
Suraj Buildcon Pvt. Ltd.
Suraj Buildcon Private Limited
Sandip Agarwal

Authorized Signatory **Director**
(Sandip Agarwal)

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

(COMMERCIAL UNIT)

The Commercial Unit No. _____ on the _____ floor of the Block _____ having a Carpet Area of _____ sq.ft. in **MORYA** situated at within Plot No.: R.S - 99/312, 99/314, L.R - 506,508, 500, Khatian No.: R.S - 33/1, L.R - 696, 697, 693, JL No.: 2, Sheet No.: R.S - 5, L.R - 2, Holding No.: VL/100/C/6 & VL/100/D/110, Mouza: Dabgram, Pargana: BaikunthaPur, P.S.: Bhaktinagar, P.O.: Salugara, Pin: 734008, Dist.: Jalpaiguri, Ward No.: 42 (SMC)

(Total Consideration & Payment Plan)

The Total Price for the Said Unit is Rs. _____ /- (Rupees _____ only).

Payment Plan	Percentage
Booking Amount	10%
On completion of Casting of Lower Ground floor roof Slab of the block	15%
On completion of Casting of Ground floor roof slab of the block	15%
On completion of Casting of First floor roof slab of the block	15%
On completion of Casting of Second floor roof slab of the block	10%
On completion of Casting of Third floor roof slab of the block	10%
On completion of Casting of Fourth floor roof slab of the block	10%
On completion of Casting of Fifth floor roof slab of the block	10%
Balance at the time of Registration.	05%

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 lac or more, TDS @ prevailing rate is required to be deducted by the transferee on Amount Payable to transferor.

Suraj Buildcon Pvt. Ltd.
For Suraj Buildcon Private Limited

Sandip Agarwal

Authorized Signatory **Director**
(Sandip Agarwal)

1. _____
2. _____

[Signature of Provisional Allottee(s)]