

Dated:.....

Mr. ....

Ms.....

Address :.....

Re: Your application dated .....

**Sub:Provisional Allotment of an Apartment and identification of Car Parking Space at Project "GATEWAY", situated at Mallickpore (Ganima Road),P.O.- Mallickpore, P.S.- Baruipur, Kolkata-700145, District- South 24 Parganas.**

Dear Sir/Madam

Pursuant to your abovementioned application, we are pleased to provisionally allot you an Apartment being No. ....on the .....floor, in Block No. ....in our project "**GATEWAY**", in lieu of payment of the consideration agreed by you in respect thereof as detailed in the **Second Schedule** enclosed herewith. You have also agreed for identification of .....(.....) no. of open/covered car parking Space in the said project for your own use. You have further agreed not to claim any right over the other parking space of the said 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 "Agreement for Sale" 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days from the date of this letter, failing which this provisional allotment shall automatically stand terminated/withdrawn for all intents and purposes without any further act, deed or thing, in such event, the Promoter shall be entitled, without prejudice to other rights and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 by you 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 space to any other person/purchaser 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 "Agreement for Sale" 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 of Agreement for Sale.

We look forward to a meaningful association with you.

Yours faithfully,

For **AURIK CONSTRUCTION**.

**AURIK CONSTRUCTION**

*Maidul Islam*

*Proprietor*

**Authorized Signatory / Proprietor**

I/We have read and understood the contents of this letter and the enclosure hereto as also the "Agreement for Sale" 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 "Agreement for Sale".

1. ....
2. ....

Signature of Provisional Allottee(s)

## **FIRST SCHEDULE ABOVE REFERRED TO:**

### **Part-I**

#### **(Description of Transferrable Apartment/Unit along with Right to use of Car Parking Space)**

The Apartment being No. \_\_\_\_\_ on the \_\_\_\_\_ floor of the Block No. \_\_\_\_\_ having a Carpet Area of \_\_\_\_\_ sq.ft. in the project "**GATEWAY**", situated at Mallickpore (Ganima Road), P.O.- Mallickpore, P.S.- Baruiপুর, Kolkata- 700145, District- South 24 Parganas.

### **Part-II**

#### **(Identification of Car Parking Space)**

.....(.....) no. of Open/covered car parking space on the Ground floor identified for parking of your own car subject to your undertaking not to claim any other parking space other than this Parking identified for the Allotted Apartment in the Project "**GATEWAY**".

## **SECOND SCHEDULE ABOVE REFERRED TO:**

### **(Total Consideration & Payment Plan)**

Total Price for the Apartment/Flat/Unit based on the carpet area is Rs. ..../- (Rupees.....) only ("**Total Price**"), details of the breakup of such price (cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.) are as follows:

| <b><u>DETAILS &amp; TOTAL PRICE OF THE APARTMENT / UNIT</u></b>     |                                                                                         |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Apartment No. :<br>Block No. :                                      | Maintenance Chargeable Area : ..... Sq.ft. (Saleable Area)<br>Floor : ..... (Floor No.) |
| <b>COST OF APARTMENT / UNIT (A)</b>                                 | Rs. ....                                                                                |
| <b><u>OTHER CHARGES, DEPOSITS AND LEGAL FEES</u></b>                |                                                                                         |
| <b><u>OTHER CHARGES (B)</u></b>                                     |                                                                                         |
| Club Charges                                                        | Rs: .....                                                                               |
| Generator Charges                                                   | Rs: .....                                                                               |
| Common Electrical Charges                                           | Rs: .....                                                                               |
| Society Formation Charges                                           | Rs: .....                                                                               |
| <b><u>DEPOSITS (C)</u></b>                                          |                                                                                         |
| Deposit for Advance Maintenance Charges (for 1 Year)                | Rs .....                                                                                |
| Deposit for Sinking Fund                                            | Rs: .....                                                                               |
| <b><u>LEGAL FEES (D)</u></b>                                        |                                                                                         |
| Legal Fees                                                          | Rs: .....                                                                               |
| <b>TOTAL AMOUNT OF OTHER CHARGES, DEPOSITS AND LEGAL FEES (E) =</b> | <b>RS: Total amount of (B+C+D)</b>                                                      |
| <b>TOTAL PRICE OF THE APARTMENT / UNIT (Excluding Taxes) (F) =</b>  | <b>RS: Total amount of (A+B+C+D)</b>                                                    |
| <b><u>APPLICABLE TAXES ON TOTAL PRICE (F)</u></b>                   |                                                                                         |
| Applicable Taxes on Total Price as above = (G)                      | Rs: .....                                                                               |
| <b>SUM TOTAL OF THE APARTMENT / UNIT (Including Taxes) (H) =</b>    | <b>Rs. Total amount of (F+G)</b>                                                        |

**[PAYMENT PLAN FOR TOTAL PRICE. APPLICABLE TAXES EXTRA]**

The Total Price shall be paid by the Allottee(s)/Purchaser(s) in the following manner:  
following manner:

| STAGE OF DEMAND                                                                                                                         | CATEGORY            | % OF DEMAND |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------|
| APPLICATION / BOOKING MONEY                                                                                                             | UNIT COST           | 10%         |
| AFTER THE DATE OF EXECUTION & REGISTRATION OF SALE AGREEMENT BUT BEFORE THE STARTING FOUNDATION OF THE NEW BUILDING/ BOOKED UNIT.       | UNIT COST           | 15%         |
| ON COMPLETION OF FOUNDATION OF THE NEW BUILDING/ BOOKED UNIT.                                                                           | UNIT COST           | 10%         |
| ON COMPLETION OF ROOF CASTING OF THE 2 <sup>ND</sup> FLOOR OF THE NEW BUILDING/ BOOKED UNIT.                                            | UNIT COST           | 10%         |
| ON COMPLETION OF ROOF CASTING OF THE 4 <sup>TH</sup> FLOOR OF THE NEW BUILDING/ BOOKED UNIT.                                            | UNIT COST           | 15%         |
| ON COMPLETION OF BRICK WORKS OF THE BOOKED UNIT.                                                                                        | UNIT COST           | 15%         |
| ON COMPLETION OF FLOORING & PUTTYWORK OF THE BOOKED UNIT                                                                                | UNIT COST           | 15%         |
| ON POSSESSION OR REGISTRATION OF THE BOOKED UNIT WHICHEVER IS EARLIER                                                                   | UNIT COST           | 10%         |
| LEGAL CHARGES FOR REGISTRATION OF "SALE AGREEMENT" OF THE BOOKED UNIT                                                                   | OTHER CHARGES       | 50%         |
| LEGAL CHARGES FOR REGISTRATION OF "DEED OF CONVEYANCE" OF THE BOOKED UNIT                                                               | OTHER CHARGES       | 50%         |
| ADVANCE MAINTENANCE CHARGES FOR 6 MONTHS ON THE DATE OF EXECUTION AND REGISTRATION OF SALE AGREEMENT OF THE BOOKED UNIT                 | MAINTENANCE CHARGES | 50%         |
| ADVANCE MAINTENANCE CHARGES FOR 6 MONTHS ON OR BEFORE THE DATE OF EXECUTION AND REGISTRATION OF "DEED OF CONVEYANCE" OF THE BOOKED UNIT | MAINTENANCE CHARGES | 50%         |
| UTILITY CHARGES ON THE DATE OF EXECUTION AND REGISTRATION OF SALE AGREEMENT OF THE BOOKED UNIT                                          | UTILITY CHARGES     | 50%         |
| UTILITY CHARGES ON OR BEFORE THE DATE OF EXECUTION AND REGISTRATION OF "DEED OF CONVEYANCE" OF THE BOOKED UNIT                          | UTILITY CHARGES     | 50%         |

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.

Yours faithfully,

For **AURIK CONSTRUCTION.**

**AURIK CONSTRUCTION**

*Maidul Islam*

*Proprietor*

Authorized Signatory/Proprietor

1. ....

2. ....

\_\_\_\_\_  
Signature of Provisional Allottee (s)