

ALLOTMENT LETTER

Date: / /2023

To

Re: Offer of Provisional Booking of the **Residential Unit in Project at**
Mouza – Kanainatshal, P.S. Burdwan Sadar, Dist. Purba
Bardhaman – 713103

Madam /Dear Sir,

We are pleased to inform you that as per your desire and on your depositing Application Money of Rs. we are pleased to allot in your favour **Residential Unit No.....** having Carpet Area / Super built-up area**Sq.Ft.** corresponding to Built-up area ofsquare feet and pro rata share in the common areas (User Right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building as defined under Clause (n) of Sec 2 of The Real Estate (Regulation and Development) Act, 2016 (The Act of 2016) and Car Parking Area admeasuring**Sq.Ft** , together with the right of entrance, exit and/or right of way in the Complex Common Parts (hereinafter referred to as the **Residential/Commercial Unit**) of the Building Complex named ----- under construction at the captioned land at Mouza – Kanainatshal, P.S. BurdwanSadar, Dist. PurbaBardhaman – 713103 **togetherwith** the right of entrance,

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exit and/or right of way in the Complex Common Parts (hereinafter referred to as the **Residential Unit**).

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Designated Partner

The price of the said **Residential Unit** is Rs...../- is _____) only:
The terms and conditions of allotment is annexed in separate sheet herewith.

The Terms of payment and other terms and conditions of sell the said residential unit is incorporated in the Agreement for Sale, a whereof is enclosed herewith for your perusal. The Agreement for Sale shall be executed within 30 days hereof.

If confirmation of your acceptance of the aforesaid allotment is not communicated to us within 7 days from the date of receipt of this letter and/or if you fail to execute the Agreement For Sale within 30 days hereof entire application/ booking money paid by you will be forfeited and we will be free deal the said **Residential Unit** without any communication to you.

Thanking you,

Yours faithfully,

SOUTHWINDS DEVELOPERS LLP

Sarthak Bajaria
Designated Partner

OTHER IMPORTANT TERMS & CONDITIONS

1. (i) Payments shall be made within 15 days of receiving the demand or interest shall be charged as per govt. Rules.
(ii) Availability is subject matter to change so please check it before finalizing.
2. Cancellation Charges: (i) Before agreement, the booking amount shall be forfeited.
(ii) After agreement 10% of the total consideration amount shall be forfeited.
3. Nomination charges @Rs.100/-per sqft allowed only after 18 months from the date of sale agreement.
4. GST: As per government regulation.

GENERAL TERMS & CONDITIONS (GTC) FOR BOOKING OF FLATS IN “ Southwind Exotica” at Udayan Ghordour Chatti, Bardhaman - 713103

1. Any individual (Sole or joint), or any other entity can apply for booking of residential Flats in the project named “**Southwind Exotica**” developed by **Southwinds Developers LLP**.
2. Booking shall be confirmed subject to availability of chosen Flats and also at the sole discretion of **Southwinds Developers LLP**.
3. An Applicant applying for booking of flat will be required to furnish necessary documents as mentioned in the application Form and/or otherwise required by **Southwinds Developersd LLP** from time to time.
4. Applications have to be made in the prescribed Application Form. It is important that care is taken to go through and understand the terms conditions and instructions before filling in the Application Form.
5. Application must be accompanied by an A/C Payee cheque or Bank Draft or pay Order drawn in favour of **Southwinds Developers LLP** for the Booking Amount as stated in the payment schedule **appended with the Application Form** contained with Application Form.
6. All documents including the Agreements for sale and Deeds of Transfer/ Conveyance regarding the project shall be prepared by solicitors appointed by **Southwinds Developers LLP** and fees for the same shall be borne by the Applicant.
7. The applicant has clearly understood that the application form does not make the applicant entitled to final allotment of the flat even after acknowledgment of receipt of the application money.
8. The Applicant accepts and agrees to abide by the Payment Schedule contained herein and undertakes to pay the Agreed Consideration, Additional Payments, Deposits, etc in respective due dates, in accordance with the same. Possession of the Flat shall be made over to the Applicant subject to the Applicant making full payment of all dues including the Agreed Consideration, Additional Payments and Deposits Including those mentioned in the Agreement for sale and all other dues etc. to **Southwinds Developers LLP**.
9. The agreed consideration stated herein is exclusive of any kind of taxes, duties, charges levies etc **that may be levied by or be payable to the Government. All levies, duties, charges, surcharges, rates, taxes and outgoings including GST, if any**, may be payable relating to the construction, transfer, ownership or maintenance of the Flat booked by the Applicant and/or the amounts payable for the same and/or relating to this Application, the Agreement for sale and/or the Deed of Conveyance shall be the liability of the Applicant and the Applicant undertakes to make payment of the same in time or as and when the same is demanded by **Southwinds Developers LLP**.

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10. In case of default/delay in making any payment to **Southwinds Developers LLP.**, interest shall be payable by the Applicant as per the Government norms from the due date till the date of payment in case of any deviation and/or default in adherence to the payment schedule, this application shall be liable to be cancelled at the discretion of **Southwinds Developers LLP.**
11. In case of cancellation of flat booking made by the applicant after agreement, then 10% (Ten percent) of the total consideration shall be forfeited.
12. In case the Applicant fails to pay more than two instalments of payment in time then this application shall be cancelled without any intimation or notice.
13. The Applicant cannot assign or nominate anyone else in his/her/its place without obtaining prior written consent of **Southwinds Developers LLP.** **In the event Southwinds Developers LLP is desirous of granting consent to the same the Applicant shall have to make** payment of a Transfer Fee of @ Rs. 100/- per Sq.ft. to **Southwinds Developers LLP.** However no assignment, nomination or transfer of allotment shall be permissible/allowed within 18 (Eighteen) months from the date of execution of Agreement for sale.
14. All correspondence will be made with the Applicant at the address indicated in the Application Form unless changes in address has been intimated to **Southwinds Developers LLP** in writing by registered post/**Speed Post.**
15. **Southwinds Developers LLP** at its sole discretion may relax or modify any of the conditions stated herein. It also reserves the right to reject any application without assigning any reason whatsoever.
16. The Applicant has read and understood the contents of the Application Form and this General Terms and Conditions contained herein which has duly been accepted by the Applicant. The other terms and conditions have been incorporated in the Agreement for Sale. It is clarified that the Agreement for Sale is uniform for all applicants so under no circumstances the same cannot be altered or modified. In the event the Applicant fails to confirm the acceptance of the allotment within 7-days from the receipt of this letter the application will be cancelled and the earnest money paid by you will be forfeited. The application will also be cancelled in the event the applicant fails to execute the Agreement for Sale within 30-days hereof and the earnest money paid by the applicant will be forfeited and Southwinds Developers LLP shall be free deal with the said Flats/ Apartments without any intimation to you.

I/We hereby further confirm and acknowledge that:

- (i) I/We have inspected the architectural plans, flat layout etc. Acknowledge that the same is liable to be allured or modified at the sole discretion of **Southwinds Developers LLP.**
- (ii) Have Satisfied myself/ourselves as to the location of unit and the areas to form part of the same and acknowledge that the said unit shall be allotted at the sole discretion of **Southwinds Developers LLP.**
- (iii) **I/We have carefully read the terms and conditions contained herein and understood the same and having been satisfied therewith I/we have signed this Document.**

Thanking you,
Yours faithfully

FIRST APPLICANT SIGNATURE

Place: _____

JOINT APPLICANT SIGNATURE

Date: _____

AUTHORISED SIGNATORY

Name _____

Place: _____

Date: _____

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