

# PROVISIONAL ALLOTMENT LETTER

To,

Date:

Customer ID: **Sunbright Residency - T - Unit No.**

Re: **Provisional Allotment of the Apartment No. \_\_\_\_\_ having super built up area of \_\_\_\_\_ sq. ft. apprx. (built up area of \_\_\_\_\_ sq. ft. apprx. & carpet area of \_\_\_\_\_ sq. ft. apprx.) on the \_\_\_\_\_ Floor ( said Property) at Sunbright Residency, at Premises No. 96 Baburam Ghosh Road, Kolkata- 700040.**

Dear Sir(s)/ Madam / Mesdames,

With reference to your Application no. E - \_\_\_ dated \_\_\_\_\_ for provisional allotment of the property; we are pleased to inform you that the Property has been provisionally allotted to you on the following terms & conditions:

1. The Allotment of the Property shall be governed by the provisions of this Provisional Allotment Letter as well as by the provisions of the Agreement for Sale. The provisions of the Agreement for Sale shall at all times be read as a part and parcel of this Provisional Allotment Letter.
2. The Developer shall issue Payment Notices from time to time for payment by you of the construction linked instalments of the Total Payable Amount. You shall pay the instalments and all other dues within the due dates as would be mentioned in the Payment Notices. The Payment Notices shall be issued by the Developer in accordance with the Payment Schedule enclosed as **Annexure A**. The timely payment of all instalments and the continued compliance by you of the provisions of the Agreement for Sale shall be the essence of this Allotment.
3. Where the payment is linked to construction, the Developer shall issue the Payment Notices on completion of each stage of construction ("Milestones") stated in the Payment Schedule. The decision of the Architect (appointed by the Developer) about the completion of the Milestones shall be final and binding on you and the Developer.

However, if you choose the “Down Payment Plan”, you shall clear the payment and all other dues within the due dates as would be mentioned in the Payment Notices.

4. Each instalment of the Total Payable Amount shall be remitted by means of a cheque/demand draft/pay order/Electronic Fund Transfer in favour of “**SUNBRIGHT DEVELOPERS PVT. LTD.** A/C **Sunbright Residency**” payable at Kolkata. Each such remittance shall be accompanied by a covering letter mentioning therein the Customer ID No. **Sunbright Residency** - T \_\_\_\_ - \_\_\_\_ as mentioned above.

5. The Property shall be deemed to have been provisionally allotted to you only when we receive within 15 days from the date of issuance of this Provisional Allotment Letter, the duplicate copy hereof duly signed on every page by you. Any failure by you in this regard shall make the Provisional Allotment liable to be cancelled by the Developer at its sole discretion and in that event the entire Application Money paid by you shall stand forfeited and any extra amount paid shall be refunded by the Developer without interest.

6. The Developer shall have full rights, powers and authority at all times to do all acts and things which may be considered necessary and expedient by it for the purpose of enforcing the provision of this Provisional Allotment Letter including the provisions of the Agreement for Sale and other reservations imposed, if any, in respect of the Property hereby provisionally allotted and to recover from the Allottee, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way related thereto.

7. Please quote your Customer ID. **Sunbright Residency** - T \_\_\_\_ - \_\_\_\_\_, as set out herein in all your future correspondences with us.

8. Subject to your continuous fulfilling of all terms & condition of Allotment, we will deliver possession of the Property within ..... (.....) months from the date of signing of the Sale Agreement and this period shall automatically stand extended by an extension of Twelve (12) months, however, subject to force majeure.

9. The Developer reserves the right to suitably amend the above terms and conditions of Allotment in case it is deemed necessary in view of any conditions and/or restrictions imposed by the authorities concerned or any change and/or amendment or levy of any applicable laws etc. and you shall be deemed always to have consented to such changes or amendments in the terms and conditions.

10. You may cancel the booking at any time after issuance of the Provisional Allotment Letter, prior to execution of Agreement for Sale or even after execution of the Agreement for Sale. In all such events you shall get refund of the balance sum without interest after deduction of 10% of the total consideration.

11. The Total Payable Amount shall be paid to the Developer strictly in accordance with the Payment Schedule. The Developer shall issue demand letters by e mail / post / courier calling upon you (the "Payment Notice") to pay such amount (the "Payment") within 15 (fifteen) days of the Payment Notice (the "Notice Period") and you shall make the Payment within the Notice Period. All payments made in cheque/Draft shall be considered to have been received by the Developer only when the amount of such cheque is credited in the account of the Developer. In the event any cheque /Draft submitted by you is returned unpaid, you shall have to pay, alongwith the unpaid amount, an additional amount of Rs. 500 (Rupees Five Hundred only). In case the above unpaid amount is not paid within the due dates, Clause 13 herein below shall become applicable.

12. Please note that this allotment offer is provisional and subject to :-

- a) your strict compliance of the terms and conditions contained herein;
- b) your making punctual payment of all the amount in the manner as mentioned in the payment schedule;
- c) your executing necessary Agreement for Sale as per the standard format on or before 15 days from the date of this letter.

13. In the event you fail and/or neglect in making any of the Payments within the due dates mentioned in Payment Schedule /Payment Notice (the "Defaulted Amount") or violate any of the terms hereunder or do not comply or refuse to abide by any of its covenants hereunder, then you shall be deemed to be in default (the "Defaulter Allottee") and the Developer shall be entitled to:

- a) Interest: If the default be non-payment, interest on the Defaulted Amount at the rate of 1% (one percent) per month from the due date of its payment till the entirety thereof together with interest thereon is paid by you. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the Payments. No Payment will be received after due dates without the payment of the applicable interest, if any.
- b) Cancellation: Cancel this Allotment if the default be non-payment and the Defaulted Amount along with interest thereon is not paid within 3 (three) months of the due date of its payment and, if there be any other default, you do not rectify the same within 3 (three) months from the date of notice of the Developer asking you to rectify the same.

14. In the event the Developer cancels the Provisional Allotment, it will refund without interest all amounts received from you after forfeiting 10% (ten percent) of the total consideration. Upon such cancellation, you shall have no right or interest in the property and the Developer shall be discharged of all its liabilities and obligations under this Provisional Allotment Letter towards you whereupon the Developer shall have the right to deal with the property in any manner in which it may deem fit as if that Allotment had never been made. In the event the Developer decides to cancel the Allotment, any amount which is found to be refundable to you over and above the amounts retainable by the Developer as aforesaid, shall be refunded by the Developer by cheque encashable at Kolkata and sent to you by registered post to your last disclosed address where after you shall have no claim as against the Developer.

15. In case you are agreeable to this Provisional Allotment of the Property and also the terms & conditions as mentioned above, please sign on all the pages & at the place indicated below in the duplicate copy of this Provisional Allotment Letter as token of your acceptance of the Allotment of the Property and send to us within 15 days from the date of this Provisional Allotment letter, failing which the Allotment shall be liable to be cancelled.

We look forward to a meaningful association with you.

Thanking you

Yours faithfully  
For "**Sunbright Developers Pvt. Ltd.**"

**DIRECTOR/AUTHORIZED OFFICER**

I/We hereby accept what is stated above

\_\_\_\_\_  
Sole/First Allottee

\_\_\_\_\_  
Joint Allottee

Date :

Place :

**ANNEXURE A**

Customers Name : **Mr.** \_\_\_\_\_  
Joint Applicant : NIL  
Apartment Details: Floor \_\_\_\_ / \_\_\_\_  
Project : **Sunbright Residency**  
Payment Plan : Installment  
Booking Date : \_\_\_\_\_

1. Total Payable Amount = Apartment Price + Car Parking Space + Club Charges + EDC + GST
2. Basic Price : @ Rs. .... /- per sq. ft. i.e. Rs. \_\_\_\_\_ /-
3. Car Parking Charges : \_\_\_\_\_
4. Total Consideration : Rs. \_\_\_\_\_ /-
5. All Extras and Deposits as mentioned along with any other charges shall be paid as per the payment plan.
6. Taxes both present and future as applicable such as GST, Service Tax, Value Added Tax etc. shall be paid as and when demanded by the Developer.

\_\_\_\_\_  
Sole/First Allottee

\_\_\_\_\_  
Joint Allottee

For "**Sunbright Developers Pvt. Ltd**"

\_\_\_\_\_  
**DIRECTOR/AUTHORIZED OFFICER**

**EXTRA DEVELOPMENT CHARGES (EDC)**

<b>CESC Transformer Charges</b>	On actuals
<b>Generator Charges</b>	On actuals
deposit on account of sinking fund	Rs.50/-per sq.ft.
<b>Legal Charges</b>	Rs. 10,000/-
<b>Maintenance Charges for 24 months</b>	Rs.2/-per sq.ft.

The Extras and Deposits shall become payable as per the payment schedule.

\_\_\_\_\_  
Sole/First Allottee

\_\_\_\_\_  
Joint Allottee

For “**Sunbright Developers Pvt. Ltd**”

\_\_\_\_\_  
**DIRECTOR/AUTHORIZED OFFICER**

**PAYMENT PLAN : INSTALMENT PAYMENT**

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

1	Booking Amount	30%	(Flat premium+ Car Park Price)+ Applicable GST
2	On commencement of 1 <sup>st</sup> casting	20%	(Flat premium+ Car Park Price)+ Applicable GST
3	On commencement of 3 <sup>rd</sup> casting	15%	(Flat premium+ Car Park Price)+ Applicable GST
4	On commencement of ultimate roof casting	15%	(Flat premium+ Car Park Price)+ Applicable GST

5	On commencement of the brick work	10%	(Flat premium+ Car Park Price)+ Applicable GST
6	On commencement of the external plaster	5.00%	(Flat premium+ Car Park Price)+ Applicable GST
20	On possession of the Flat	5.00%	(Flat premium+ Car Park Price)+ Applicable GST

Note: GST will be applicable as per Govt. Rules

At the time of Booking, you have paid Rs. \_\_\_\_\_ /-.

Therefore, the amount payable by you on Allotment or on Agreement is Rs. \_\_\_\_\_ + Legal Charge of Rs. \_\_\_\_\_ /- + GST of Rs. \_\_\_\_\_, Total Amount summing up to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**

\_\_\_\_\_  
Sole/First Allottee

\_\_\_\_\_  
Joint Allottee

For “**Sunbright Developers Pvt. Ltd**”

\_\_\_\_\_  
**DIRECTOR/AUTHORIZED OFFICER**