

Date: - _____

To,
Mr. _____,
Resident of _____,
_____.

E-mail:- _____ ,
Contact:- _____ .

Sub: **Allotment Letter**

Dear Sir,

We thank you for your interest in purchasing a Villa/Row Villa/Shop in our project '**Raghavan Green Valley**'.

We are pleased to allot you Villa/Row Villa/Shop No. _____ in our Real Estate Project "**Raghavan Green Valley**", for a total consideration of Rs. _____/- (Rupees _____ Only) (Plus taxes and other charges as detailed out in the attached payment plan), out of which we have received an amount of Rs. _____/- (Rupees _____ Only) from you vide cheque/DD/RTGS No. _____, _____ bank bearing the following details towards booking/allotment of the Unit.

The allotment is made as per the terms and conditions mentioned herein below:

Project and Villa/Row Villa/Shop Details

Project Name :- Raghavan Green Valley
Promoter :- S.M. Homes
Location :- S.No. 45/9, Socorro, Bardez, Goa
Sanctioned Project Size :- Total 13 Villas/Row Villas and 2 shops
Proposed Project Size :- Total 19 Villas/Row Villas and 2 Shops
RERA Registration No. :
Unit type : 3BHK Villa/Row Villa/Shop
Unit Area Statement:-

Block No.	Total Carpet Area	Total Private Balcony Area	Total Private Terrace Area	Total Built up Area

Project Status :-
Committed Date of Possession of Unit:-

Under Construction
01/09/2024.

Project amenities & Features attached to the project/Unit

Gated complex, Community Hall, 24/7 Security, CCTV surveillance, Common Underground and Overhead Water Tanks, Common Swimming Pool, Private Reserved Car Parking in stilt area of Said Unit, Open Area for Private use as marked in attached plan.

Financial Details

1	Basic Value of the Unit alongwith undivided proportionate share in the land admeasuring _____sqm	Rs. _____/-
2	Present Taxes (At Actuals)	
(i)	Stamp Duty & Registration Fees for Agreement for Sale and Deed of Sale	Rs. _____/-
(ii)	Infrastructure Tax Recovery	Rs. _____/-
(iii)	Applicable GST (5% of Basic Value of Unit)	Rs. _____/-
3	Documentation and Legal Charges	Rs. _____/-
4	Electricity & Water Connection Charges (At Actuals)	Rs. _____/-
5	Misc. Registration Expenses	Rs. _____/-
6	Society Maintenance Fund Deposit	Rs. _____/-
7	Annual Maintenance Charges (At Actuals)	Rs. _____/-
	TOTAL	Rs. _____/-

PAYMENT SCHEDULE

As mutually agreed between Promoter and Allottee

OR

As per the below sample Payment Schedule

Stage of Construction	Percentage	Amount
On Booking	10% of property value + GST as applicable	
Completion of foundation upto plinth level	15% of property value + GST as applicable	
Completion of 1st slab	15% of property value + GST as applicable	
Completion of 2nd slab	15% of property value + GST as applicable	
Completion of roof slab	15% of property value + GST as applicable	
Completion of masonry	5% of property value + GST as applicable	

Completion of plaster	5% of property value + GST as applicable	
Completion of tiling	5% of property value + GST as applicable	
Completion of painting	5 of property value + GST as applicable	
Completion of doors & windows	5% of property value + GST as applicable	
On possession	5% of property value + GST as applicable + all other charges + annual maintenance charges	

Terms and Conditions of Allotment:

1. All the due installments shall be paid on time, as per the Payment Schedule listed hereinabove. The Allottee shall be granted a grace period of 15 days from the due date for making such payment, failing which, penalty shall be charged upon the Allottee as per Rule 18 of The Goa Real Estate (Regulation and Development, Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, which shall be the State Bank of India highest Marginal Cost of lending plus two percent. Interest shall be calculated from date of due payment.

2. Intimation/Demand/Reminder for the payments shall be made only via e-mail on the email address of the Allottee or through Registered Post if specifically requested by Allottee at the registered address as mentioned on the Allotment Letter. The Allottee shall make due payments within 15 (fifteen) days of issue of Payment Demand. Any delays in payment on the part of the Allottee shall be subject to penalties as mentioned in the Goa Real Estate (Regulation and Development, Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

3. Upon cancellation of the allotment and/or termination of the Agreement (as the case may be), by the Allottee(s) or by the Promoter (due to defaults by the Allottee(s), the Promoter shall refund all such amounts paid by the Allottee(s) till the date of cancellation without interest after deducting the following amounts as detailed here under being the liquidated damages payable to the Promoter:

- a) 10% (ten percent) of the Total Sale Consideration. Any taxes, cess, levies, charges, stamp duty, registration charges etc. paid on all such amounts shall not be refunded to the Allottee(s);
- b) Total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter. Any taxes, cess, levies, charges, stamp duty, registration charges on formation of Society or any other entity, etc. paid on all such amounts shall not be refunded to the Allottee(s);
- c) Amount of penalty (including taxes, cess, levies, stamp duty, registration charges, etc. paid on such penalty amounts) for dishonor of payment instruments (if any) by the Allottee(s) under this Application/Agreement;
- d) All amounts collected/paid on account as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;
- e) All amounts or amounts equivalent to any subvention cost (if the Allottee(s) has opted for subvention plan), benefits, discounts, rebate, concession, gift card, white goods (inclusive of taxes) etc. granted to the Allottee(s) by the Promoter in respect of the booking of the Allottee(s) irrespective of whether such benefits have been utilized by the Allottee(s) until the date of cancellation of the Unit;
- f) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee(s).
- g) All outgoings, deposit and other charges paid till the date of issuance of the cancellation/termination letter including amounts towards formation of society (as may be applicable).
- h) Administrative charges and/ or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit.
- i) All costs and expenses incurred by Promoter in obtaining cancellation of this Allotment/Agreement. The Allottee(s) further agrees that the Promoter shall refund the balance amounts either by way of (i) personal hand delivery of cheque(s) to the Allottee(s) or (ii) courier of cheque(s) to the Allottee(s) at the aforementioned address mentioned in this Form or in the Agreement for Sale, or (iii) through any other means as the Promoter may deem fit. The Promoter may at its discretion also make refund through RTGS to the Allottee(s) as per account details for refund as mentioned in the Application form or Agreement signed by the Allottee(s).

4. Upon the cancellation and termination of the allotment of the Unit, the Allottee(s) shall not have any right title or interest with respect to the Unit and the Promoter shall be at a liberty to sell or otherwise dispose off the Unit to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee(s) waive their right to raise any objection or dispute in this regard.

5. The Allottee(s) shall come forward to register an Agreement for Sale with the competent authorities as soon as/before 10% of total consideration value of the Property is paid to the Promoter, as demanded by the Promoter. The Promoter reserves the right to cancel/terminate this Allotment in case the Allottee(s) delays in coming forward to register the Agreement of Sale with competent Authorities beyond 30days from date of due payment for 10% of total consideration amount, and the terms of cancellation shall be governed as mentioned in clause 3, above.

6. The Promoter shall form a Co-operative housing society/Co-operative Housing Maintenance Society/Maintenance Association within 6 (Six) months from the date of obtaining Occupancy of the said Project and/or upon Allotment of 51% of Apartment and/or Shop in the Project, as the case may be, whichever is later. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such conveyance deed/deed of assignment/ transfer of the common areas in favour of the Co-operative Housing Society/Co-operative Housing Maintenance Society/Maintenance Association shall be borne and paid by the all owners and allottees of units in the buildings on pro rata basis.

7. Possession of the Unit shall only be handed over to the Allottee upon the payment of the entire consideration and other applicable taxes and charges to the Promoter as mentioned in the Payment Schedule.

8. Stamp duty and Registration fees are subject to changes as per prevailing Government Rules at the time, and shall be paid at actuals by the Allottee(s) at the time of registration of Agreement and Sale Deed.

9. Any liability arising out of GST or any other taxes, including but not limited to; Service Tax, VAT, works contract act, sales tax etc, as applicable, including all other statutory payments, levies etc. in respect of this transaction are subject to change as per prevailing government

laws, and shall be paid by the Allottee(s) as per actuals, upon demand raised by Promoter.

10. This Letter shall be binding upon both the parties, but does not constitute an Agreement for Sale or Sale Deed, notwithstanding the fact that the Promoter may have issued a receipt in acknowledgement of money received from the Allottee(s). The parties shall execute an Agreement of Sale as soon as/before 10% of the total consideration is paid to the Promoter.

11. The terms of the allotment letter shall be subject to the exclusive jurisdiction of the Goa Real Estate (Regulation and Development, Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and the State of Goa.

12. The Allottee(s) confirms that he/she/it/they have read all the terms and clauses mentioned in the Allotment Letter and that he/she/it/they is/are aware that the format or terms and clauses mentioned in this Allotment Letter may be different from those mentioned in the Draft Allotment Letter and/or draft Agreement of Sale that is uploaded on the website of the Real Estate Regulation Authority for reasons including but not limited to mutual discussions and negotiations between the Allottee(s) and Promoter, requirements by lawyers/consultants of either party, etc. The Allottee(s) confirm that the Promoter shall not be held liable for/to clause and terms mentioned in such a draft Allotment Letter and/or Draft Agreement for Sale uploaded on website of the Real Estate Regulatory Authority.

13. The Allottee(s) agrees and undertakes to abide by the terms and conditions of this Allotment Letter.

14. The Promoter and the Allottee(s) hereby sign the Allotment letter as token of acceptance to the terms and conditions stated herein.

Thanking You.

Yours faithfully,

S.M. Homes
through its Sole Proprietress

(The Promoter)

Acceptance:-

I confirm and agree to the above and accept the same.

(Signature of Allottee) _____
(Name of Allottee)

DRAFT