

## ALLOTMENT LETTER

Date:

To,  
MR. \_\_\_\_\_,  
Resident of \_\_\_\_\_  
E-mail:  
Mobile No.:

Sub: Allotment of Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor,  
\_\_\_\_\_ wing, admeasuring RERA carpet area \_\_\_\_\_  
square meters plus Exclusive Balcony area carpet area \_\_\_\_\_  
square meters being developed in our project known as “JD PEARLS”  
being constructed in the property bearing Survey Nos. 17/5 & 17/6 situated  
at Village Colvale, Taluka Bardez, Goa.

Dear Sir/Madam,

- A. In response to your request and Application dated \_\_\_\_\_, we are pleased to provisionally allot you hereby allot you Apartment No. \_\_\_\_\_ on \_\_\_\_\_ floor, \_\_\_\_\_ wing, admeasuring RERA carpet area \_\_\_\_\_ square meters plus Exclusive Balcony area carpet area \_\_\_\_\_ square meters being developed in our project known as “JD PEARLS” being constructed in the property bearing Survey Nos. 17/5 & 17/6 situated at Village Colvale, Taluka Bardez, Goa.
- B. The Project is registered with Goa Real Estate Regulatory Authority (“Goa RERA”) and Goa RERA has issued certificate of registration under Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules, regulations, order, circulars and notifications issued thereunder (“RERA”), bearing RERA Registration No. \_\_\_\_\_.
- C. The link to the details of the Project uploaded on the website of Goa RERA online portal is <https://rera.goa.gov.in/reraApp/search-> JD PEARLS. You have inspected the Goa RERA online portal wherein details of the Project and the Project Land / Larger Land have been uploaded and have also perused and inspected the draft agreement for sale (“**Proposed Agreement**”) to be executed between us and you have understood and accepted the terms and conditions mentioned therein. You have also conducted an independent title due diligence on our title to the Project Land / Larger Land after taking all necessary steps and perusing all title documents and disclosures made therein and have satisfied yourself as to our title to the Project Land / Larger Land, being clear and marketable free from all encumbrance, charge, claims and doubts.

D. This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into Sale Deed under the provisions of the Real Estate (Regulation and Development) Act, 2016, (as amended up to date) on terms and conditions, which may contain therein. You undertake to execute the Ownership Agreement as and when called upon you by us and pay the necessary stamp duty and registration charges thereof. All the terms and conditions mentioned in the Allotment Letter and/or Sale Deed or such other documents executed for sale of the Apartment shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.

E. Consideration and other charges

(a) The total agreed consideration payable by you to us in respect of the Premises is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). (**“Total Consideration”**). The Total Consideration is exclusive of any direct or indirect tax including but not limited to goods and services tax, stamp duty, registration fees, and all other ancillary charges as shall be set out in the Proposed Sale Deed. You undertake to make payment towards the Total Consideration as per progress of construction of the Project in instalments as shall be more particularly set out in the Proposed Agreement. The time for payment of each of the instalments is of the essence.

(b) As a token of your confirmation to seek an allotment of the Premises, we confirm having received a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on \_\_\_\_\_ vide \_\_\_\_\_, \_\_\_\_\_ Bank as and by way of earnest money deposit towards provisional allotment of the Premises from and out of the Total Consideration (**“Earnest Money Deposit”**).

(c) We confirm having received

- a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on \_\_\_\_\_ vide NEFT – Ref no. \_\_\_\_\_, \_\_\_\_\_ Bank
- a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on \_\_\_\_\_ vide NEFT – Ref no. \_\_\_\_\_, \_\_\_\_\_ Bank as and by way of Part payment deposit towards provisional allotment of the Premises from and out of the Total Consideration (**“Earnest Money Deposit”**).

(d) In the event you fail to pay the balance amount equivalent to 50% of the Total Consideration and/or fail to register the Proposed Sale Deed, within the aforementioned period of 45 (Forty five) days, then this Allotment Letter and the provisional allotment reserved in your favour shall be deemed to have been cancelled without any further communication to you and we will be entitled to forfeit the Earnest Money Deposit. In such an event, you hereby agree and consent that we shall be entitled to freely deal with and sell the Premises without any further

reference to you and you shall have no claims / demands against us, the Premises, the Project or the Project Land.

- (e) In addition to the Total Consideration, before taking possession of the Apartment, you will be required to pay certain pass through charges, taxes and deposits including but not limited to general charges, infrastructure charges, other direct / indirect taxes / charges which may be levied in connection with the construction of the Project on the Project Land, etc.
- (f) You will also be required to pay the following charges /deposit before taking possession of the Premises in accordance with the Proposed Sale Deed:

Particulars	Apartment No._____, _____ Wing,
Infrastructure @ Rs.30/- Psf	
Share Money	
Society Formation	
Maintenance Rs.4/- Psf for 18 Months	
Elelctrical Meter & Water Connection @Rs.140/- Psf	
Club house charges @ Rs. 100/- Psf	
<b>Total Other charges</b>	

*\*Please note that aforementioned charges are provisional and may change due to inflation or any additional charges being levied by local authorities / governmental authorities.*

#### **F. Taxes**

- (a) The Total Consideration is exclusive of any direct / indirect taxes and also any goods and services tax as may applicable from time to time on payments towards all instalments of the Total Consideration and other charges. It shall be your sole responsibility to bear and pay the aforesaid taxes and charges.
- (b) Any other statutory payment that may become applicable for sale and transfer of the Premises.
- (c) Each party shall be responsible and liable toward their respective income tax liabilities arising out of this transaction.

G. The allottee shall not transfer resale this unit without prior consent of promoter till the document agreement to sale is registered.

- H. You shall be entitled to sell, transfer and assign the benefits arising hereunder to any person provided, you have first paid the Total Consideration and cleared all your dues, taxes and charges (including interest on delayed payments) subject to having obtained prior written consent from us including having paid the transfer charges / fees (as may be determined by us from time to time) towards such transfers.
- I. We shall have absolute and exclusive right and authority to avail, deal with, utilize and consume present F.A.R. and the additional, premium, incentive F.A.R. and/or T.D.R., which will be made available on the Project Land or the Larger Land, under Development Regulation of Town and Country Planning Authority / North Goa Planning and Development Authority and/or Village Panchayat or any other statute applicable to the Project Land / Larger Land, and you shall never have any claims, demands, rights and/or benefits of whatsoever nature in respect thereof.
- J. Save and except the Apartment, we shall be entitled to sell, assign, lease, mortgage, transfer or otherwise deal with or dispose of all our right, title and interest in the Project Land including the Project being constructed thereon as we may deem fit and appropriate and you hereby give irrevocable consent in this regard, subject to such transaction or dealings not prejudicially affecting the allotment of the Premises created in your favour.
- K. In the event you fail to make payment of any of the instalment(s) or any other sums as set out herein as and when demanded by us or commit any breach of the terms and conditions contained herein, then and without prejudice to the rights and remedies available to us including the right to charge interest as prescribed under RERA and Goa (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017, from due date of payment till actual payment is received by ("**the Interest Rate**"), we shall be entitled to, at our own option and discretion, terminate this Allotment Letter and the reservation of the Premises in your favour, without any reference or recourse to you. Provided that, we shall serve notice of 15 (fifteen) days in writing to you ("**Default Notice Period**"), by Courier / E-mail / Registered Post A.D. at the address provided by you, of our intention to terminate this Allotment Letter and the reservation of the Premises. If you fail to pay the outstanding instalment(s) *along with* interest thereon at the Interest Rate and/or rectify the breach or breaches within the Default Notice Period, then at the end of the Default Notice Period, this Allotment Letter and the reservation of Premises shall automatically stand terminated and cancelled. In such an event, we shall be entitled to forfeit the entire Earnest Money Deposit as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty and refund the balance amounts paid by you, if any, without any interest thereon. Such amounts shall be refunded to you on the earlier of (i) sale of the Premises in favour of another allottee for an amount / advance more than the amount to be refunded to you, or (ii) within a period of 12 (twelve) months from the date of termination hereof (provided there are sufficient funds available in the 30% bank account to cover such refund amount). Save and except refund of the aforesaid amount as stated herein, you shall not claim any amounts either as damage/compensation or in any other manner. Upon the

termination of this Allotment Letter, you shall have no claim, demands or objection of any nature whatsoever against us and/or the Premises and/or the Project and we shall be entitled to deal with and/or dispose of the Premises in the manner we deem fit and proper without any recourse or reference to you whatsoever, notwithstanding the amount to be refunded to you.

- L. However, in the event we do not terminate / revoke this Allotment Letter and the reservation of the Premises, then you shall be liable to pay the aforesaid defaulted instalments *along with* interest thereon at the Interest Rate computed from the due date of such payment till the date on which the aforesaid instalment(s) are actually received by us.
- M. In case you voluntarily desire to cancel this Allotment Letter, without any cause, we shall forfeit an amount equivalent to Earnest Money Deposit as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty and refund the balance amounts paid by you, if any, without any interest thereon, in the manner set out in Clause K above.
- N. Possession of the Premises shall be handed over on the day of the registration of the Sale deed in respect thereof subject to payment by you of the Total Consideration and other amounts, taxes and deposits to be mentioned in the Proposed Sale Deed.
- O. Any delay on account of any government, statutory or local authority for issuance of the completion certificate / occupation certificate shall not be considered as any delay on our part. You agree and confirm that the date of applying for the completion certificate/occupation certificate shall be presumed as the date of possession and we shall not be liable for the penalty for delay in handing over possession of the Premises after the said date i.e., any claim for delay in handing over possession of the Premises will be confined up to the date of submission of application by us to the competent authority for issuance of completion certificate / occupation certificate only.
- P. You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all instalments of the Total Consideration, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
- Q. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mapusa, Goa alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

For any queries or assistance contact on:

Phone No:

Email:

Website:

Kindly confirm the above arrangement by signing the Allotment Letter.

Thanking You,

Yours faithfully,

Designated Partner

**DELVIN INFRASTRUCTURES**

Bank A/c Details are as under: –

A/c Name	
A/c Number	
Bank	
Branch	
IFSC Code	

I / We accept and confirm the above

<b>Mr.</b>	<b>Ms.</b>
PAN card number:	PAN card number: