

## ALLOTMENT LETTER

THIS **ALLOTMENT LETTER** is made at PANAJI- GOA on this \_\_\_\_ day of \_\_\_\_\_ of the year 20\_\_.

To,

**SHRI** \_\_\_\_\_, Son of \_\_\_\_\_, age 45 years, Married, Service, Indian National, Resident of \_\_\_\_\_, holding PAN CARD NO: \_\_\_\_\_, Holder of Aadhar Card No: \_\_\_\_\_, Mb. No.: +\_\_\_\_\_, EMAIL ID \_\_\_\_\_, hereinafter called **THE PURCHASER** (which expression shall, unless repugnant to the context to be deemed to include his successors executors, administrator and assigns).

WHEREAS, **THE BUILDER / DEVELOPERS** ARE DEVELOPING **the Project** in the name and style as "**CASA DE REIS**" having obtained following permission from various authorities :-

(a) SANAD issued by the office of the Collector, North Goa bearing reference No. RB/CNV/TIS/AC-II/17/2013 DATED 20.05.2014 for the property surveyed under Survey No. 52 Sub Division 1 of Village Carambolim, Tiswadi Taluka for an area of 4575 Sq. mts.

(b) Technical Clearance Order for Construction of Residential Building, Villas 1 to 10, Swimming Pool and Compound wall, in the property bearing Survey No. 52 Sub Division 1 of Carambolim Village, issued by the Office of the Town and Country Planning Department, Tiswadi Taluka at Panaji, bearing Ref. No. TIS/7927/CAR/TCP/2017/60, dated 16.01.2017.

(c) NOC from the Office of the Goa State Pollution Control Board, bearing No. 5/5369/17-PCB/C1-2525 dated 03.02.2017.

(d) NOC from the Directorate of Health Services, Corlim, bearing No. PHCC/COR/NOC/2016-17/3450 dated 08.02.2017.

(e) Construction License from the office of the Village Panchayat Carambolim, bearing Construction License No. VP/CAR/61/2016-17/14 DATED 2302.2017.

**AND WHEREAS** Relying upon the Purchaser's representation, Declaration and the assurance, **THE BUILDER / DEVELOPER** herein agreed to sell and **the Purchaser** herein agreed to purchase a **SHOP/ROW VILLA/FLAT No. \_\_on \_\_ floor in Building \_\_ admeasuring about \_\_ square meter built up area**, with exclusive right to hold, occupy and use the Stilt car Parking Space and by way of restricted amenity and facility attached therewith, in the said project of **THE BUILDER / DEVELOPER**, being constructed on **the said property**, at or for the total lump sum consideration of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_ only**), which does not includes the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises, are, but includes proportionate undivided share in the property and does not include the cost of the extra amenities and facilities, provided over and above the normal standard specifications, amenities and facilities.

**AND WHEREAS** THE PURCHASER has seen, verified and approved the specifications, detailed in Schedule No. III hereinafter written, as also the plan of **the said** \_\_\_\_\_ which is attached hereto and marked in red boundary line and for the purpose of identification signed by the parties hereto. The above said plan and specification signed by the parties hereto shall however be subject to changes which may be required to be made at the instance of the competent authorities or the Architect of the DEVELOPER.

1. Provided it does not in any way affect or prejudice the right of the PURCHASER in respect of **the said** \_\_\_\_\_, the BUILDER / DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the SAID PLOT under the scheme, name and style "**CASA DE REIS**".

2. Nothing contained in this present Allotment is intended to be nor shall be construed to be a grant, demise or assignment in law of **the said** \_\_\_\_\_ or of the SAID PLOT or any part thereof.

3. The PURCHASER shall be bound to sign all the papers and documents and do all the things and matters as the BUILDER / DEVELOPER may require from time to time in this behalf for safeguarding the interests of the BUILDER / DEVELOPER and the PURCHASER.

4. Any additional charge or deposits if demanded by or to be paid to the village Panchayat or any other competent authority for the purpose of giving water/ Electricity connection to the SAID APARTMENT / ROW VILLA or SAID SHOP shall be payable by all **the said** \_\_\_\_\_ Owners in such proportion as may be determined by the BUILDER / DEVELOPER. The PURCHASER shall agree to pay to the BUILDER / DEVELOPER within seven days of such demand, such proportionate share of the PURCHASER or such charges or deposit.

5. The PURCHASER shall on the date of signing the agreement notify to the BUILDER / DEVELOPER the address where any letters, reminders, notices, documents, papers etc., are to be served to them. The PURCHASER shall also, from time to time notify any change in the address to the BUILDER / DEVELOPER. Any letter, reminders, served on notified address or the changed address by Regd. AD or under Certificate of Posting shall be deemed to have been lawfully served to the PURCHASER.

6. THE BUILDER / DEVELOPER shall assist the PURCHASER and the other PURCHASERS in forming a Society, Limited company, Association of Persons or any other entity for owing and/ or maintaining the SAID PLOT and / or Building Scheme "**CASA DE REIS**". It shall be entirely at the discretion of the BUILDER / DEVELOPER to decide whether to form a Co-operative Society, Limited Company, Association of persons or any other entity (hereinafter referred to as the 'ENTITY'). WHEN THE BUILDER / DEVELOPER takes a decision in this matter the PURCHASER and the other PURCHASERS of the Building Scheme "**CASA DE REIS**" shall sign all forms, application, deeds and other documents as may be required for the formation of the ENTITY and for the conveyance of the SAID PLOT and or "**CASA DE REIS**" in the name of the ENTITY.

7. Upon completion of the PROJECT "**CASA DE REIS**" the BUILDER / DEVELOPER, along with the Vendors / Land Owners shall convey the SAID PLOT and/ or the "**CASA DE REIS**" in the name

of the ENTITY. However, the DEVELOPER shall have the discretion to convey/ get conveyed the SAID PLOT and /or the "CASA DE REIS" in the name of the ENTITY before the completion of the Scheme. In the event the ENTITY cannot be formed for any reason or the conveyance cannot be executed in the name of the ENTITY, the BUILDER / DEVELOPER and the Vendors / Land Owners shall get executed the conveyance of the undivided portion of the SAID PLOT in the name of all the PURCHASERS in proportion to the built up area owned by each of them in "CASA DE REIS" within a period of 2 years from making over the possession of **the said \_\_\_\_\_** to the **PURCHASER**. In such case The Purchasers of "CASA DE REIS" shall be at the liberty to form a Society/ Association/Limited Company as per their convenience.

8. **The PURCHASER** agrees and binds himself to contribute such amount as may be decided by **the BUILDER / DEVELOPER** or the **ENTITY** as the case may be for the maintenance pertaining to **the SAID PROPERTY** and "**CASA DE REIS**" i.e. for common lights, water charges, watchman's remuneration, sweeper's remuneration, maintenance of garden, etc. The **BUILDER / DEVELOPER** or the **ENTITY** as the case may be depending upon the circumstances shall be empowered to delete or add maintenance services as they may deem fit.

9. The **PURCHASER** shall have to pay to the **BUILDER / DEVELOPER** or the **ENTITY** as the case may be:-

a) Rs. \_\_\_\_\_ towards water and electricity connection. (Rs. 250/- (Rupees Two Hundred Fifty only) per Sq. Mts.,)

b) Deposit of Rs. \_\_\_\_\_ towards maintenance charges for Five year from the date of handing over the possession of **the said \_\_\_\_\_** (i.e. Rs. 1050/- (Rupees One Thousand Fifty only) per Sq. mts.).

c) Infrastructure tax Rs. \_\_\_\_\_ (i.e.Rs.200/- (Rupees Two Hundred only) per Sq. Mts.).

d) One time club membership fees Rs. 50,000/-(Rupees Fifty Thousand Only).

e) GST As Applicable after deduction of Input Credit.

f) Society formation and Share Rs.30,000/- (Rupees Thirty Thousand only).

10. Any other taxes, charges levied by the Panchayat or any other competent authority or electricity and water charges, exclusively pertaining to **the said \_\_\_\_\_** shall be borne by the **PURCHASER**.

11. **The PURCHASER** after making entire consideration as agreed hereinabove and after taking possession of the said \_\_\_\_\_, if he / she let, sub-let, transferred, assigned or given possession of, shall be governed by and shall observe and comply with all the bye laws, rules and regulations that may be laid down by the ENTITY from time to time and shall also be governed by the laws which may be applicable to the ENTITY. However, the Owners and the Developers shall not be liable for such transactions.

12. **The PURCHASER** hereby agrees and undertakes to be a member of the ENTITY to be formed in the manner herein appearing and also from time to time to sign and execute all applications for registration and for membership and other papers and documents necessary for the formation and the registration of the ENTITY and return to the BUILDER / DEVELOPER the same within 10 (ten) days of the same being intimated by the BUILDER / DEVELOPER to the PURCHASER. No objection shall be taken by the PURCHASER if any changes or modifications are made as per the bye-laws or rules and regulations framed by the ENTITY as may be required by any competent authority. The PURCHASER shall be bound, from time to time to sign all papers and documents and to do all acts, deeds and things as may be required by the BUILDER / DEVELOPER and by the other PURCHASER in the "CASA DE REIS". All papers pertaining to the formation of the ENTITY and the rules and regulations pertaining to the formation of the ENTITY hereof, as also all the necessary deed/ deeds of Conveyance shall be prepared by the Advocate of the BUILDER / DEVELOPER. All costs, charges, expenses including stamp duty, registration charges, and expenses in connection with preparation, execution and registration of the Deed / Deeds of Conveyance or for the formation of the ENTITY shall be borne by the PURCHASER in such proportions as may be decided by the BUILDER / DEVELOPER and/ or the ENTITY.

13. All disputes which may arise between the parties to this agreement, whether in relation to the interpretation of the clauses or the conditions of this agreement, or about the performance of these present or concerning any act of commission of the other party to the disputes, or to any act which ought to be done by the disputes, or to any act which ought to be done by the parties in dispute, or in relation to any matter whatsoever concerning this agreement shall be referred to the Arbitrator in accordance with the provision of the Indian Arbitration Act 1996, amended upto date. That the jurisdiction for Arbitration shall be only at Panaji-Goa.

14. That neither THE VENDORS / LAND OWNERS, The BUILDER / DEVELOPER nor THE PURCHASER belongs to the Schedule Tribe / Schedule Caste.

#### **SCHEDULE I**

(The said property)

**"AFORAMENTO"** or **"SAVATT"** admeasuring 4575 Sq. Mts., situated at ward Gavant, "PETTER", Village Carambolim, Taluka and Sub-District of Ilhas and District North Goa, enrolled in the Land registration Office bearing No. 19090 at Ilhas, enrolled in the Matriz No. 76 & 77, presently surveyed under surveyed under Survey No. 52 Sub-Division 1 of Village Carambolim:-

ON THE NORTH : By the Footh path;

ON THE SOUTH : By the Survey No. 52 Sub Division 2;

ON THE EAST : By the Survey No. 52 Sub Division 1-A;

On the WEST : By the Road leading From Old Goa to Neura.

#### **SCHEDULE II**

("The said plot")

All that property known as "AFORAMENTO" or "SAVATT" admeasuring 3975 Sq. Mts., situated at ward Gavant, "PETTER", Village Carambolim, Taluka and Sub-District of Ilhas and District North Goa, enrolled in the Land registration Office bearing No. 19090 at Ilhas, enrolled in the Matriz No. 76 & 77, presently surveyed under surveyed under Survey No. 52 Sub-Division 1 of Village Carambolim, and the same is bounded as under:-

ON THE NORTH : By the Foot path;

ON THE SOUTH : By the Survey No. 52 Sub Division 2;

ON THE EAST : By the part of the same property;

On the WEST : By the Road leading From Old Goa to Neura.

### **SCHEDULE III**

(THE SAID \_\_\_\_\_)

All that \_\_\_\_\_ known as NO \_\_\_\_\_ admeasuring an area of \_\_\_ Sq. mts., built up area, situated on the \_\_\_ Floor of the Building \_\_, constructed on the said Plot hereinabove described under the scheme "CASA DE REIS".

### **SCHEDULE - IV**

(SPECIFICATIONS)

- i. THE STRUCTURE:- IRCC framed earthquake resistant structure as per designs approved by the Concerned Authorities with Laterite stone masonry.
- ii. PLASTER:- Plaster will double coat sand faced cement plaster. Internal plaster will be single coat with second coat of neeru.
- iii. WALL FINISH:- External wall with Apex Paint or equivalent, Internal walls ready with plastic emulsion.
- iv. FLOORING:- Vitrified Tiles of standard make.
- v. DOORS:- MAIN DOOR :- Teak wood . INTERNAL DOORS :- Flush doors with brass fittings. The toilet door will be FRP/ Flush. FITTINGS :- Jaguar or equivalent make.
- vi. KITCHEN:- Granite top kitchen platform with stainless steel sink along with 2ft height tiles for dado above the plumbing connection.
- vii. BATHROOMS & TOILETS:- Bathroom walls shall be fitted with ceramic tiles with dado up to ceiling and flooring of anti-skid ceramic tiles. Jaguar fittings or equivalent with a provision of geysers.
- viii. Sanitary wares:- Cera or equivalent make.

- ix. WATER SUPPLY:- Water shall be stored in a underground water storage sump which shall be pumped to over head storage tank.
- x. ELECTRICAL INSTALLATIONS:- 3 phase concealed high quality ISI mark wiring with premium modular switches. Minimum provision for AC, water purifier, washing machine, power points, inverter, dish and telephone points shall be provided wherever necessary. Each Bedroom will have two light points, one fan point, one Ac point and one plug point. Kitchen will have one light point, two 15 amps points, two 5 amps point, and one fan point. Bathroom shall have one 15 amps point, one light point and one plug point.

#### SCHEDULE V

##### (Payments Schedule)

- a) On or Before signing of this present Agreement Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 10% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST.
- b) Upon Completion of Plinth, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 20% of the Agreement value Plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST.
- c) Upon Completion of first Slab, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 10% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)towards GST.
- d) Upon Completion of Brick work and plaster Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 5% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST
- e) Upon Completion of Second Slab, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 10% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)as GST.
- f) Upon Completion of Brick work and plaster Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 5% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST.
- g) Upon completion of Plumbing and Fixtures, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 10% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)as GST.
- h) Upon Completion of Tiling and internal finish, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 12 % of the Agreement value Plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST.

i) Upon Completion of Painting (internal and External), Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 12 % of the Agreement value Plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST.

j) Upon Taking possession, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) shall be paid by the Purchaser to the Builder / Developer i.e 5% of the Agreement value plus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards GST.

SIGNED AND DELIVERED BY THE WITHIN NAMED

**SHRI.**

For Developer / Builder; as Partner, on behalf of the Second Partner,  
And as an Attorney for THE VENDORS / LAND OWNERS;

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Accepted SIGNED AND DELIVERED BY THE WITHIN NAMED

**SHRI.**

For SELF as Purchaser