

ANNEXURE '1'
ALLOTMENT LETTER

No.

Date:

To,
Mr./Mrs./Ms. [●].
R/o. [●]
(Address)
Telephone/Mobile No. [●],
Pan Card No. [●].
Aadhar Card No. [●].
E-mail ID: [●].

(Hereinafter referred to as the "Allottee") *

(*Note: Any change in the personal details of the Allottee and/or joint Allottee has to be intimated to the Developer for updating of its records immediately)

Ref: Booking Form (Application) No: [●]

Sub: Your request for allotment of villa /plot in the project known as **CASABELLA** having GOA RERA Registration No. [●].

Sir/Madam,

1. Allotment of the said villa:

This has reference to your request referred at the above subject. In that regard, it is our pleasure to inform that you have been allotted a [●] BHK villa/bungalow/ plot bearing No. [●] admeasuring RERA Carpet area [●] sq. mtrs equivalent to [●] sq. ft. situated on a plot admeasuring [●] square metres along with [●] nos. covered car parking space(s) appurtenant to the said villa admeasuring [●] sq. mtrs. equivalent to [●] sq. ft. / in the project known as **CASABELLA** having GOARERA Registration No. [●] hereinafter referred to as "the Said Villa", being developed on land bearing Survey Nos. 122/5 and 122/15 in village Moira, Bardez, North Goa admeasuring [●] sq. mtrs. for a total consideration of Rs. [●] (Rupees [●] only) exclusive of GST, stamp duty and registration charges.

2. Receipt of part consideration:

We confirm to have received from you an amount of Rs. [●] (Rupees [●] only), being [●]% of the total consideration value of the Said Villa as booking amount /advance payment on dd/mm/yyyy, through [●]

4. Disclosures of information:

We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on GOARERA website.
- ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and
- iii) The website address of Goa RERA is
<https://rera.goa.gov.in/reraApp/#>

5. Encumbrances:

We hereby confirm that the said villa is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

5. Encumbrances:

We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said villa.

- a)
- b)
- c)

6. Further payments:

- a. Upon issuance of this Letter of Allotment, the Allottee and/or joint Allottee shall be liable to pay the aforesaid Consideration Value and Other Charges as specified in Schedule of Payments Annexure "A" and Annexure "B" respectively together with the applicable government taxes and levies, time being the essence of this transaction as envisaged herein.
- b. In the event third party bank accounts are used to pay the amounts at 6a. then the Allottee and/or joint Allottee, he/she/it/they alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Said Villa shall be issued in favour of the Allottee and/or joint Allottee only.
- c. In the event the Allottee and/or joint Allottee fails or neglects to comply with any of his obligations under the Booking (Application) Form/ Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) and the payments stated in Annexure "B" the Allottee and/or joint Allottee shall be deemed to be in default. In the event of such default, the Developer shall issue notice to the Allottee and/or joint Allottee of such default and the Allottee and/or joint Allottee shall be provided with a further period of 15 days from the date

of such notice to cure the said default. In the event the Allottee and/or joint Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Developer shall reserve the option to cancel the allotment of the Said Villa, by sending a termination letter by Speed Post and/or email correspondence. On such termination, the following shall apply:

- i. The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (ii) below.
 - ii. All amounts paid to the Developer by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting there from the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to deduction thereon of tax at source and/or other applicable government levies and taxes be they direct or indirect in nature. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee and/or joint Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee and/or joint Allottee shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.
- d. For all overdue payments you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two Percent, from the dates they are due and payable till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Developer, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard as the case may be and in accordance with the laws laid down in this regard.
- e. The Allottee and/or joint Allottee hereby agrees that the Developer shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee and/or joint Allottee to the Developer including the Consideration Value, the Society and Other Charges, interest and/or Liquidated Damages provided the rationale behind the same is justifiable and reasonable. The Allottee and/or joint Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee and/or joint Allottee, in that regard, shall be deemed to have been waived.
- f. The Total price is escalation-free, save and except escalations due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies/Government entities from time to time.

7. Possession:

- a. The developer shall endeavour to make available the Said Villa for possession on or before [●] subject to the Allottee and/or joint Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/Agreement For Sale. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/connections/ approvals / licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession shall stand extended accordingly, complete clarity in this regard shall be rendered by the Developer to the Allottee and/or joint Allottee.
- b. The Said Villa cannot be let, sublet, re-sold or transferred to any third party by the Allottee and/or joint Allottee till all amounts in relation to the Unit have been received by the Developer and the Allottee and/or joint Allottee has taken possession of the Said Villa.

8. Stamp Duty and Taxes.

The Allottee and/or joint Allottee shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 8 hereunder written.

9. Proforma of the agreement for sale and binding effect:

The proforma of the agreement for sale to be entered into between us and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 10.

10. Execution and registration of the agreement for sale

- i. The Allottee and/or joint Allottee shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.
- ii. If the Allottee and/or joint Allottee fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, We shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, We shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit Liquidated Damages and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period. In the event, the amounts paid by the Allottee and/or joint Allottee towards Consideration

Value is less than the Liquidated Damages, the Allottee and/or joint Allottee shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.

- iii. In the event the balance amount due and payable referred in Clause 10 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

11. Governing Law:

This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India and the Courts of Goa. Any dispute shall be attempted to be primarily settled by a sole arbitrator appointed by the Developer and Allottee and/or joint Allottee jointly prior to approach in any court to law and/or ancillary forum and the said arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. **12. Headings:**

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

The Allottee and/or joint Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Booking (Application) Form and this Letter of Allotment

We welcome you on board and thank you for the trust reposed in us and assure you of our best services at all times.

Signature

Name

(Promoter(s)/ Authorized Signatory)

(Email Id.)

Date:.....

Place: ,.....

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature:- _____

Name _____

(Allottee/s)

Date: _____

Place: _____

Annexure – A

Payment Schedule

NAME OF THE PROJECT: CASABELLA

VILLA NO. [●]

Sale Consideration of the Unit is Rs. _____/- (Rupees _____ Only)

Sr No.	Stages of payments	Percentage	Amount. (INR)*
1)	On Booking	10%	
2)	Commencement of Plinth	15%	
3)	Commencement of 1 st Floor Slab	10%	
4)	Commencement of 2 nd Floor/Roof Slab	20%	
5)	Commencement of Masonry & Internal Plaster	10%	
6)	Commencement of Plumbing & External Plaster	10%	
7)	Commencement of Electrical wiring	8%	
8)	Commencement of Tiling & doors/ Windows	7%	
9)	Commencement of Internal & External Paint	5%	
10)	On handover possession	5%	
	TOTAL		

***Note: Plus applicable taxes**

Annexure – B

Other Charges

Sr. No.	Description	Amount
1.	Advance monthly maintenance charges for 24 months	Rs. ____ /- per m2 of Super Built Up Area amounting to Rs._____-/- plus GST of 18% of Rs. _____-/-
2.	Society Formation charges	Rs. _____-/-
3.	Society membership Charges	Rs. _____-/-
4.	Society Deposit (Corpus)	Rs. _____-/-
5.	Proportionate share in Transformer Charges	Rs. _____-/-
6.	Electricity Meter Charges	Rs. _____-/-
7.	Panchayat Tax	Rs._____-/- per sq. mtr. amounting to Rs. _____-/-
8.	Proportionate share in Infrastructure Tax	Rs ____ Sq.mt – Residential Amounting to Rs. _____-/-
9.	Legal, Consultation, typing & incidental Charges	Rs. _____-/-
10.	Arrears and Change of Name (Electricity and House Tax)	Rs. _____-/-
	TOTAL	Rs. _____-/-