

Date:

ALLOTTMENT LETTER

To,

Mr.

Mrs.

Address.....

.....

E-mail address:.....

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described herein below) in our project 'ESMERALDA-2', situated at survey No. 14/1-B and 15/1-B of Village Panelim, Sao Pedro, Taluka Tiswadi and Sub District of Ilhas, District of North Goa, State of Goa. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No.	
FLOOR	
CARPET AREA	-----sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	_____ sq.mt.
USABLE FLOOR AREA OF ATTACHED BALCONY	_____ sq.mt.
USABLE FLOOR AREA OF TERRACE	_____ sq.mt.
TOTAL USABLE FLOOR AREA OF APARTMENT	_____ sq.mt.
COVERED PARKING SPACE for 4 wheeler	No.-----,

TOTAL PRICE AND PAYMENT PLAN	
Price of Apartment/ Plot/Sjop/Office/Premises	Rs.
Price of covered car parking	Rs.
Agreement Cost	

PAYMENT PLAN FOR APARTMENT		Amount in Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	8.00%	
On Completion of 1 st Slab above the Plinth	08.00%	
On Completion of 2 nd Slab above the Plinth	08.00%	

On Completion of 3 rd Slab above the Plinth	08.00%	
On casting of Roof Slab	08.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with water proofing, of the building	05.00%	
on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving if any specified, of areas appertaining and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

OR

PAYMENT PLAN FOR PLOT		Amount in Rupees
paid before execution of this agreement	10%	
within 15 days after agreement	20%	
on obtaining provisional NOC from Competent Authority	50%	
At the time of handing over of the possession of the Plot to the Allottee on or after receipt of final subdivision, whichever is earlier	20%	
Grand Total	100.00%	

OTHER CHARGES PAYABLE BY ALLOTTEE	Account No.	Amount
Stamp Duty & Registration Charges	1	

GST (At currently effective rate of 12 %)	2	
Other Charges (Miscellaneous registration expenses, Legal cost, charges and expenses, Share money, application entrance fee of the Society, Charges for formation and registration of the Society)	3	
Deposit towards Water and other utility and services connection charges Deposits of electrical receiving and Transformer/ Sub Station provided in Layout	4	
Total		

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
<p>Deposit towards provisional monthly contribution towards outgoings of Society and Maintenance charges for 24 months.</p> <p>i) For Residential Apartment Rs. 4.45 paise per sq.ft. of total useable area of the residential Apartment per month along with GST applicable,</p> <p>ii) For shops / Offices Rs. 4.45 paise per sq.ft. per sq.ft. of total useable area per month along with GST applicable,</p> <p>iii) For Plots Rs. 1.17 paise per Sq.ft per month for open plot and Rs. 3.16 paise per Sq.ft per month (post completion of construction), per month along with GST applicable,</p> <p>iv) Rs. 1125/- per residential Apartment/ Shop/ Office/ premises/Plot per month to towards Club House maintenance charges,</p>	
GST on the maintenance Charges@18% (CGST – 9% & SGST – 9%)	
Total	

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in

the above Payment Plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

- 2) If the Allottee(s) fails to execute and deliver to the Promoter Agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid 30 days, then the Promoter shall serve a notice to the Allottee by e-mail/by hand/by Post/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 3) Minimum token amount should be equivalent to Rs.1,00,000/- of the agreement cost, which shall be retained as interest free *bonafide refundable* deposit.
- 4) The payment shall be made within 7 days from the due date as per the payment Schedule above and interest as specified in Rules of RERA will be applicable on delayed payments.
- 5) If price of the Apartment is more than Rs. 50lakh, then at the time of execution of Agreement the Allottee shall deduct an amount equal to 1% of total price of the Apartment as income tax, as mode of payment of price of the Apartment either in cash or by issue of cheque or draft or by any other mode. The amount towards price of Apartment paid by the Purchaser to the Promoter shall be treated as interest free deposit, till the Allottee delivers TDS certificate together with evidence of such payment.
- 6) Delay in GST payment by the Allottee, shall incur an interest @ 18%.
- 7) Delay in payment may cause delay in the completion of the project.
- 8) The amount towards price of the Apartment will be deposited in designated account as per RERA, 2016, and the details of the same are Account No.", name of Account "....." and IFSC is
The cheque/NEFT/RTGS shall be paid in the said Account.
- 9) For the due amount towards GST cheque shall be drawn in favour of "....." In case no such separate cheque is drawn by the Allottee

towards the GST, then whatever amount paid by the Allottee in favour of "....." shall be construed as payment towards price of the Apartment and as mentioned herein interest would be applicable on the amount delayed towards GST.

- 10) For the due amount towards other charges as mentioned above cheque shall be drawn in favour of "....."
- 11) If the Allottee made payment made by NEFT/RTGS then he should immediately intimate to the Promoter.
- 12) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
- 13) All taxes, cess charges or levies under any concerned statute shall be borne by the Purchaser, over and above price of the Apartment. The price of the Apartment mentioned in this letter and Agreement to sell for the purchasers who booked the apartments after 01/07/2017 are inclusive of additional cost in accordance with additional obligations under The Real Estate (Regulation and Development) Act, 2016 and accounts for the benefits to be passed on wide computation of estimated input credit tax and the promoter is under no obligation to make any further concessions in the above agreed price of the apartment.
- 14) The Purchaser has received the floor plan & specification of the said Apartment at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.
- 15) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment Plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

For Naiknavare Constructions Pvt. Ltd. (PROMOTER)

Mr.....

Senior Executive/Assistant Manager-Sales sign: _____

