

LETTER OF ALLOTMENT

Date: -

To,

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(Hereinafter referred to as 'Allottee')

Reference: Booking Form (Application) No.....

Subject: Allotment of Villa/Apartment No in the project known under the name "EKANT BY KAVA GREENS LLP FORMERLY KNOWN AS LILAH PROJECT REALTY TWO LLP".

Details of Allottee and Unit allotted are as here under:

Full name of Allottee	
Full name of Joint Allottee (Co- Applicant) (if any)	
Allottee's and Joint Allottee's (if applicable) Residential Address (Permanent)	
E-mail ID for correspondence	
Villa/Flat No.	
Carpet Area (In Sq. Ft. and Sq. Meters)	
Covered Area (In Sq. Ft. and Sq. Meters)	
Built Up Area (In Sq. Ft. and Sq. Meters)	
Super Built Up Area (In Sq. Ft. and Sq. Meters)	
Area of Enclosed Balcony (If Any)	
Area of attached Terrace (If Any)	
Area of Garden Space (If Any)	

**Note: Any change in the personal details of the Allottee and/or joint Allottee has to be intimated to the Developer for updation of its records in a prompt manner*

It is our pleasure to inform you that the Villa/Apartment booked by you via the aforementioned Booking (Application) Form and thus provisionally allotted to you is now being finalized subject to the terms and conditions as stated in these presents and as are appearing hereunder:

Terms and Conditions

1. Upon issuance of this Letter of Allotment, the Allottee and/or joint Allottee shall be liable to pay the aforesaid Consideration Value and the Other Charges as specified in **Annexure “A”** hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in **Annexure “B”** hereunder, time being the essence of this transaction as envisaged herein.
2. The Allottee and/or joint Allottee shall, in relation to the Unit, make all payments to the Developer from his/her/its own bank account and not from and through the bank accounts of any third parties. If in the event such third party bank accounts are used 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. Moreover, payment from other than intending applicant(s)/third party will be considered subject to a NOC as per the company format. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee and/or joint Allottee only.
3. 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, including timely payment of amounts stated hereunder.

4. I/We agree and understand that in the event of default in payment of any installment(s) as and when due, or in the event of breach of any other terms and conditions as set out herein or as may be prescribed by the LLP/Company from time to time, my/our provisional application shall stand cancelled at the sole discretion of the LLP/Company. In such an event, I/We agree and confirm that an amount equivalent to 20% (Twenty percent) of the Basic Sale Price (BSP) hereinafter referred to as “Earnest Money” shall be forfeited by the LLP/Company and the balance amount, if any, paid by me/us shall be refunded without any interest or compensation. I/We further confirm that upon such cancellation, I/We shall have no right, lien, title, or interest of any nature whatsoever in the said villa or in respect of this application. On such Termination, the following shall apply:

a) 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 20% of the “Earnest Money” 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.

5. All overdue payments shall attract interest at 12% p.a. + prevailing MCLR rate, 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.

6. The Total price is escalation-free.

7. The developer shall endeavor to make available the unit for possession (for fit outs) of 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 to Sell. 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 for fit outs shall stand extended accordingly, complete clarity in this regard shall be rendered by the Developer to the Allottee and/or joint Allottee.

8. The unit 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 Unit.

9. Simultaneously with payment of installment of the Sale Price as detailed in the Second Schedule hereunder written, the Parties shall execute the Agreement as required under the Act and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.

10. The Allottee and/or joint Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the Developer or its associates or its representatives without just cause and reason. In the event, the Allottee and/or joint Allottee does or omits to do any such act, deed or thing with malicious intent then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter and the law applicable in this regard

11. 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, 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

12. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of Goa in particular. Any dispute shall be subject to the Jurisdiction at Goa exclusively and no other courts shall have jurisdiction over the said dispute.

I would like to take this opportunity to thank you for the trust that you have reposed in us, and assure you of our best services at all times.

Warm Regards,

(Authorized Signatory)

ANNEXURE A
Payment Schedule

Particulars	Percentage (%)	Amount (in Rs.)
At the time of submission of Application Form	5	
At the time of Allotment of Villa/Apartment	5	
At the time of Commencement of Construction	10	
At the time of Completion of Plinth of the said Unit	10	
At the time of Completion of 1 st Floor Slab of the Said Unit	15	
At the time of Completion of Roof Slab of the Said Unit	15	
At the time of Completion of Mansory Work of the said Unit	10	
At the time of Completion of Plastering, Consuiting & Plumbing of the Said Unit	10	
At the time of completion of Flooring of the said Unit	10	
At the time of completion of Paints, Polish, Wiring of the said Unit	5	
At the time of Sale Deed	5	
Extra's paid on Possession including Electricity, Maintenance Charges, Legal Charges etc.		

ANNEXURE B
SOCIETY AND OTHER CHARGES

Particulars	Amount (in Rs.)
Towards Maintenance Charges for 2 years	
Towards Panchayat Tax	
Towards Electricity Meter Connection Charges	
Towards Transformer Charges	
Towards Electricity Meter Charges	
Towards Legal, Consultation, typing & incidental Charges	
Infrastructure Tax	