To Date:
……
_____
_____
_____
(Hereinafter referred to as 'Allottee')

LETTER OF ALLOTMENT

Reference: Booking Form No (Application No.)_____

Letter of Allotment NO._____

PROJECT NAME: "THE EMPRESS- Phase-1"

SUB: Provisional Allotment of the Villa more particularly described in the Schedule hereunder written ("the said Villa") in the project "THE EMPRESS-Phase-1" on the land bearing Survey No. 70/13 of Bellavista Vaddo, Sirsaim, Bardez, Goa.

Dear Sir/Madam

1. We are in receipt of your Application Form No.____dated _____,which is annexed herewith and marked as "Annexure A" hereto.

Details of Allottee and Unit allotted are as here under:

ALLOTTEE NAME	
FULL NAME OF JOINT ALLOTTEE (CO-APPLICANT) (IF ANY)	
Residential Address	
E-mail ID for correspondence	
VILLA No.	
Super Built up area (sq.mtrs)	
Carpet Area (sq.mtrs)	
Usable Floor Area of Attached Balcony (if any)	
Usable Floor Area of Terrace (if any)	
Area of Garden space (if any)	
Common Area/s (if any)	
Area of Plot	
Car Park area	
Total Usable Floor Area of Villa	
Agreement Value	(exclusive of taxes or statutory dues including applicable GST),

Signature of First Applicant Signature of Second Applicant

2. You are aware that The Promoter is undertaking the development of the Larger Property in a phase-wise manner (“Whole Project”).While its currently developing Villas IN THE PROJET “THE EMPRESS Phase-1”

3. You are aware that we have received permissions for “THE EMPRESS-Phase-1” as enlisted in Annexure ‘B’ from the Village Panchayat Sirsaim, Town and Country Planning Department ,Government NOC and/or approvals and thus have been authorized to commence and carry out construction of the Proposed Project for Phase-I .

4. We have registered the said Project under the provisions of the Real Estate Act, 2016 (hereinafter referred to as “RERA”) with the Goa Real Estate Regulatory Authority, under registration No. [_____]. A copy of the Project Registration Certificate issued by the Goa Real Estate Regulatory Authority in respect of the said Project, is annexed hereto as Annexure ‘B’.

5. This is to record that at your request and relying on your Application Form, we have agreed to provisionally reserve and allot to you Villa proposed to be constructed on the said Property for the consideration subject to payment of tax deducted at source by you in accordance with the provisions of the Income Tax Act, 1961 which is now being finalized subject to the following terms and conditions.

Signature of First Applicant Signature of Second Applicant

Terms and Conditions

1. This allotment letter is non-transferable. The unit/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 Unit/Villa.

2. The Allottee and/or joint Allottee shall, in relation to the Unit/Villa, 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. 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. All the terms and conditions as provided in the Application Form and this Letter of Allotment shall continue to be valid and binding upon you including timely payment of amounts stated hereunder.

4. 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 Agreement to sale, 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 ("**Default Notice**"),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 rectify the said default/breaches. In the event the Allottee and/or joint Allottee

fails to rectify such default within 15 days from the date of notice of such default the Developer shall reserve the option to cancel the allotment of the Unit, by sending a termination letter "**Promoter Termination Notice**" by Speed Post and/or email correspondence. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s)shall stand immediately terminated and the Allottee shall have no right / no claim of any nature whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b)below and the Promoter shall be entitled to deal with and/or dispose off the said Premises in the manner it deems fit and proper.

b) 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.

5. Delay in payment of any of the installment after due date will attract interest as per RERA 2016.

    a) All overdue payments shall attract interest at 2% + prevailing SBI 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, 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. All costs stamp duty ,registration, Legal fees ,GST, Govt. Taxes, all direct or indirect costs relating to panchayat or local taxes, civic amenities including water meters to the formation and registration of an Association or Society shall be borne by the existing confirmed Allottees shall be borne by the Allottees as and when due.

8. 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 in ordinate delay in issuance of NOCs/connections/approvals/licenses/ Transformer & meter connections 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.

9. 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.

10. 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.

11. This Allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India and the Courts of North Goa ONLY .

12. By virtue of this Allotment letter the purchaser/Allottee hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained in any advertisement or brochure by promoters, its Staff, other than such terms, conditions and provisions, as are contained or incorporated in this Allotment Letter; shall be treated as having induced the Allottee to accept this offer and this offer made and accepted by the Allotee by his/their free will and volition.

Thanking You

(Authorized Signatory)

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

Allottee’s Signature

1) _____ 2) _____

"Annexure A"
APPLICATION FORM

"Annexure B"
Project Registration Certificate

"Annexure C"
PAYMENT DETAILS/ SCHEDULE

Signature of First Applicant Signature of Second Applicant