

Ref. No.: SWPL/\_\_\_/18

Date: \_\_\_\_\_

**LETTER OF ALLOTMENT**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject :** FLAT NO. \_\_\_\_\_ in “\_\_\_\_\_” WING on \_\_\_\_\_ FLOOR, admeasuring \_\_\_\_\_ SQ. MTRS. (Carpet Area) equivalent to \_\_\_\_\_ SQ. FT. (Carpet Area) in **Building No. A (No.3)** of the Building known as ‘SUMIT MOUNT’ being constructed on Land bearing all that Plot No. L admeasuring 3380.00 Sq. mts and surveyed under New Survey No.118/1-H of Village Ponda, Taluka Ponda, Goa.

Dear Purchaser,

1. Vide Agreement dated 10.12.2012 we are constructing the Building known as **Building No. A (No.3)** on the said Property as a phase I of a real estate project and as such is a separate project as provided under Section 3 of The Real Estate (Regulation and Development) Act, 2016 (**‘RERA’**) read with The Maharashtra Real Estate (Regulation and Development) Rules, 2017 (**‘RERA Rules’**). The said phase of the project is registered under the RERA under Registration Certificate No. \_\_\_\_\_. We reserve a right to develop the second phase of project Building No. B (No.4) as per the plans approved by the concerned authority from time to time.
2. There are NIL litigation with respect to the said Property/Larger Property.
3. As desired by you, and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Flat for allotment of the same to you, subject to amendments to the plans for constructions of the said Building and layout, being sanctioned, and subject to all approvals for construction of the said Building being issued by the concerned planning authorities and all other concerned authorities, and subject to the terms and conditions contained herein and also subject to your complying with and performing all other terms, conditions, covenants contained herein.
4. The price of the said Flat, as agreed by you, shall be **Rs.**\_\_\_\_\_/ - (Rupees \_\_\_\_\_Only), plus applicable taxes including GST, etc., as applicable and you shall pay to us the said price of **Rs.**\_\_\_\_\_/ - (Rupees \_\_\_\_\_Only) plus applicable taxes including GST, etc., as applicable, in the following manner:

Sr No.	Particular	Percent
1.	Within 30 days of booking of the Flat or on Agreement, whichever is earlier	____%
2.	Payment on or before completion of Plinth	____%
3.	Payment on or before completion of different slab (Total payable divided by number of slabs)	____%

4.	Payment on or before commencement of Walling, , flooring work.	___%
5.	On or before the commencement of the plaster (internal or external)	___%
6.	On or before the commencement of plumbing, and sanitary Works, etc	___%
7.	On or before the fixing of doors and windows	___%
8.	Within 7 days of the Promoter intimating the purchase that the said flat is ready for Occupation or before the Purchaser take possession of the said flat, whichever is earliar.	___%
	Total	___%

5. In addition to the said price of **Rs.** \_\_\_\_\_ **/(Rupees Only)**, plus applicable taxes including GST, etc., as applicable, you shall pay to us the amounts towards following charges and the applicable taxes including GST, etc. thereon on or before possession:-

Sr. No.	Charges	Amount (Rs.)
1.	expenses towards the maintenance for twelve months or such amount as revised from time to time of entire project till the formation of the Housing Society or obtaining of occupancy certificate which ever is earlier .	Rs.
2.	as membership of the SOCIETY/ ENTITY GENERAL SOCIETY	Rs. -
3.	Legal expenses towards the formation and Registration of the Housing Society.	Rs.
4.	for getting water and electricity connection to SAID FLAT, as also the cost of the respective meter box likewise cost of pipeline connecting from mains to respective flats and the cost of the cable from main electric pole to the meter box will be shared proportionately will be shared by all the flat members of the building.	Rs.

9. All taxes, cess, levies, rates, duties etc. (whether applicable / payable now or become applicable / payable in future) including GST and / or any and all other taxes, levies, cess, rates, duties etc. payable in respect of the said Flat and / or in respect of the transaction contemplated herein, shall be borne and paid by you alone, and we shall never be liable, responsible and / or required to bear and / or pay the same or any part thereof. You shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including GST, etc. and other charges, within one week from the date of demand being made by us. You shall indemnify and keep us indemnified in this regards.
10. We are also agreeable to reserve \_\_\_\_\_ Car parking for you in open / stilt / stack in stilt / podium, as the case may be, at our sole discretion.

11. We are entitled to develop the said Property, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire. We are also entitled to mortgage the said Property and / or the Building(s) to be constructed thereon, to enable us to augment the funds at any time hereafter, in such manner as we may deem fit.
12. You shall execute and register an agreement for sale with respect to the said Flat. On execution of the said Agreement, our and your rights and obligations will be governed and regulated by the provisions of the said Agreement.
13. Time for payment all of the price and / or other amounts and performance of all obligations by you including execution and registration of Agreement with respect to the said Flat, are the essence of the contract. If you fail and / or are otherwise unable to pay any of the installment of the price and / or other amounts on their respective due date and/or execute and register agreement with respect to the said Flat and / or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and / or remedies that we may have against you under the law and / or otherwise, be entitled to:
  - (i) Receive and recover from you and you shall pay to us, interest at STATE BANK OF INDIA Highest Marginal Cost (MLL) of Lending Rate + 2 % percent per annum on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof.
  - (ii) Forfeit, retain and appropriate a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being 10% of the price, and refund the balance, if any, without any interest only after said Flat is sold and all amount including consideration amount in respect thereof is received by us;
  - (iii) Terminate, cancel and withdraw this letter and also terminate the arrangement contained herein, and
  - (iv) Allot, sell, deal with and / or dispose of the said Flat to any other person/s and on such terms as we may deem fit without your consent or concurrence.
14. On breach of any of the terms and condition by you, you shall cease to have any right, title, interest, claim or demand etc. of any nature whatsoever either against us or against the said Flat.
15. All the cost, charges and expenses including stamp duty and registration charges on this letter and / or any other document executed pursuant to this letter and / or on the agreements and / or in respect of the transaction contemplated herein shall be borne and paid by you alone.
16. Subject to Force Majeure circumstances and / or other circumstances beyond our reasonable control, and provided you are not in default of any of the terms and / or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, we shall complete the construction of the said Flat by \_\_\_\_\_, and handover the said Flat ('**Possession Date**') and if we fail to hand over the said Flat to you on or before the Possession Date, and only if you do not intend to cancel this letter of allotment / withdraw from the project, we shall pay to you simple interest as specified in the RERA Rules, on all the amount paid by you to us towards Sale Price for every month of delay till the handing over of the possession of the said Flat.

17. If you intends to terminate this Agreement or withdraw from the project, then on termination of this Agreement by the you:
- a. We shall refund you the amount already received by the us in respect of the said Flat (except the amounts towards GST and other taxes), with simple interest as specified in RERA Rules from the date of termination of this Agreement till the date the amounts are repaid.
  - b. You shall not have any right, title, interest, claim, demand and/or dispute against us and / or in respect of the said Flat or any part thereof, in any manner whatsoever, and
  - c. We shall be entitled to sell, transfer and / or otherwise entitled to deal with and / or dispose of the same in such manner, as we may deem fit.
18. You agree, confirm and acknowledge that the amounts payable under the aforesaid clauses constitute a reasonable, genuine and agreed pre-estimate of damages that may be caused to the you and neither you nor any person or party on your behalf shall claim any additional / further amounts as compensation, damages or in any manner whatsoever.
19. You hereby agree and confirm that we shall not be responsible for the refund of any of the applicable taxes including GST or any other tax, levy, statutory charges paid by you to us and / or collected by us from you. However, we shall co-operate with you to enable you to get refund / credit for such GST / TDS or any other tax, levy, statutory charges paid by you to us and / or collected by us from you, from the concerned authorities.
20. You shall not sell, transfer, assign and / or otherwise deal with and dispose of the said Flat or any of your rights and / or benefits, without our prior written consent.
21. For the purpose of this Letter of Allotment, the "Other Circumstances" shall include but not limited to:
- a. Non-availability of steel, cement, other Building material, water or electric supply.
  - b. War, Civil Commotion fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God.
  - c. Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property.
  - d. Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority.
  - e. Economic downturn.
  - f. Any other eventuality which is beyond our control including our precarious financial condition and / or economic downswing in real estate or any other industry, and
  - g. Any other force majeure circumstances or conditions or other causes beyond our control of or unforeseen including strikes or agitation by our workers or laborers or the workers or laborers of the Contractor or suppliers.

Yours truly,  
**FOR SUMIT WOODS LIMITED**

Authorized Signatory

I / we agree and confirm aforesaid

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