

## **LETTER OF ALLOTMENT**

Date: -

To,

.....

.....

**Subject: Allotment of Residential Plot No..... in the project known as VISTA DE BAMBOLIM, situated WITHIN THE LIMITS OF Village panchayat of Cuca, Bambolim, Talaulim, Tiswadi, North Goa surveyed under no.20/1-A of the Village Curca, bambolim, Tiswadi, Goa.**

**Reference: Booking Form (Application) No.....date :  
and Enquiry NO.**

Dear Sir/ Madam,

With reference to your enquiry no. \_\_\_\_\_ and Booking Form Application NO. \_\_\_\_\_ dated \_\_\_\_\_ we hereby confirm the allotment of all that Plot i.e. All that Plot bearing no. \_\_\_\_\_, admeasuring \_\_\_\_\_ sq.mts, in the SAID PROJECT "**VISTA DE BAMBOLIM**" to you as per details of costs and charges detailed hereinbelow:.

<b><u>SR.NO.</u></b>	<b><u>PARTICULARS</u></b>	<b><u>DETAILS</u></b>
1.	Plot Area of Plot No. _____	_____ sq.mts.
		_____ sq.mts.
<b>A</b>	Basic cost of the Plot N. _____ along with _____ share in the corresponding common amenities and other facilities provided in the project.	Rs. _____/-

<b>B</b>	Stamp Duty @2.99% plus registration fees @3% (For Agreement for Sale) or as applicable	Rs._____-/-
	<b>Total –A+B</b>	<b>Rs._____-/-</b>
	<b><u>Payment schedule as per the total of A+B:</u></b>	
i	Amount paid on Booking	Rs._____-/-
ii	Stamp Duty payable at the time of Booking. (As is applicable from Time to Time and notified by the Govern of Goa)	Rs._____-/-
iii	Registration Fees payable at the time of Booking (As is applicable from Time to Time and notified by the Govern of Goa)	Rs._____-/-
iv.	On on before .....	10%
v.	On on before .....	20%
vi.	On on before .....	15%
vii.	On on before .....	10%
viii.	On on before .....	10%
ix.	On on before .....	10%
x.	On on before .....	8%
xi.	On on before .....	7%
xii.	On on before .....	5%.
xiii.	On on before .....	5%

<b>C</b>	<b><u>Payment of charges /amounts towards other outgoings for purchase of the said Plot</u></b>	
i	Towards Society Deposits (interest Free Deposit transferable to the Society/Association)	Rs._____/-
ii	Towards Society membership Charges	Rs._____/-
iii	Towards Charges for formation of Society	Rs._____/-
iv	Towards Maintenance Charges for 2 years with applicable GST	Rs._____/-
v.	Towards Panchayat Tax	Rs._____/-
vi.	Towards Electricity Meter Connection Charges and Change of name.	Rs._____/-
vii.	Towards Transformer /Sub Station Charges	Rs._____/-
viii.	Towards Electricity Meter Charges	Rs._____/-
ix.	Towards Legal, Consultation, typing & incidental Charges.	Rs._____/-
x	Towards Infrastructure Tax calculated @ of Rs._____/-(Rupees _____ Only)	Rs._____/-
xi	Towards other charges towards Non refundable expenses	Rs._____/-
xii	Towards Deposit for Water and Electricity Pipeline	
	<b>Total of C</b>	<b>Rs._____/-</b>

**Total amount payable (A+B+C) is Rs. \_\_\_\_\_**

**\*\*\*Note: relevant CGST and SGST will be charged on the amounts paid as per the stages as and when applicable from time to time, and is subject to change at any time as per the rules of the Government authority concerned. The above payment shall be made from your end as per the mutually agreed payment schedule.**

It is our pleasure to inform you that the Plot booked by you via the aforementioned Booking (Application) Form and Enquiry No. \_\_\_\_\_ is provisionally allotted to you is now being finalized for the total Consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as detailed hereinabove and is subject to the payment of consideration and other terms and conditions as stated in these presents and as are appearing hereunder.

1. We have received from you a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ branch, as earnest money in respect of the above mentioned plot.
2. The Project is registered as per the provisions of RERA with the Real Estate Regulatory Authority under No. \_\_\_\_\_.
3. This Allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for Sale under the provisions of the Real Estate (Regulation and Development) Act, 2016 (as amended up to date) on terms and conditions contained therein. You undertake to execute the Agreement for Sale as and when called upon by us and pay the necessary stamp duty and registration fees as detailed hereinabove (or as is applicable from Time to time). All the terms and conditions mentioned in the Allotment Letter, Agreement for Sale and/or any such other document executed for the sale of the aforesaid said plot no. \_\_\_\_\_ shall be binding on you and confirm that this allotment letter is the basis of the commercial understanding between the us and is subject to compliance of all terms and conditions stated herein or Agreement for Sale.

### **Terms and Conditions**

1. Upon issuance of this Letter of Allotment, You the the Allottee and/or joint Allottee shall be liable to pay the aforesaid Consideration Value and Other Charges as specified hereinabove under the Sub head **"A"** and **"B"** together with the applicable government taxes and levies as per the Payments specified in under head **"C"** hereunder, time being the essence of this transaction as envisaged herein.
2. The Allottee and/or joint Allottee shall, in relation to the aforesaid Plot, make all payments to the Promoter 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 plot shall be issued in favour of the Allottee and/or joint Allottee only with the details of payments as made.
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 this Booking Form/Letter of Allotment, 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/her/their obligations under this 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) the Allottee and/or joint Allottee shall be deemed to be in default. In the event of such default, the Promoter reserves his right to 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 Promoter shall reserve the option to cancel the allotment of the plot, by sending a termination letter by Speed Post and/or email correspondence. On such termination, the following shall apply:

- a) The allotment/booking/Agreement to Sell for the plot(s) shall stand immediately terminated and the Allottee and/or joint Allottee shall have no right whatsoever with respect to the Plot(s), save and except the right to receive Refund Amount as per (b) below.
- b) All amounts paid to the Promoter 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 Promoter the deficit amount of Liquidated Damages.
- c) The stamp duty and registrations fees shall not be refundable in the even of termination of Agreement for sale executed between the parties hereto and the Allottee and/or joint Allottee shall be bound to sign the cancellation to such agreement for sale at the time of refund of amount so paid by the Allottee and/or joint Allottee.
- d) 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 Promoter, 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 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.
- f) The developer shall endeavor to make available the plot for possession (for fit outs) of on or before [REDACTED], 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.
- g) The plot 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 Plot have been received by the Promoter and the Allottee and/or joint Allottee has taken possession of the Plot.
- h) 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 Promoter 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 Promoter shall be entitled to proceed as per the provisions of this Allotment Letter and the law applicable in this regard.

- i) The Allottee and/or joint Allottee hereby agrees that the Promoter shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee and/or joint Allottee to the Promoter 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.
- j) This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India and the Courts of North Goa District in particular. Any dispute shall be attempted to be primarily settled by a sole arbitrator appointed by the Promoter and Allottee and/or joint Allottee as may nbe mutually agreed between them, jointly prior to approach in any court of law and/ or ancillary forum and the said arbitration shall be in accordance with the provisions of the Arbitration and ConciliationAct,1996.

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,  
For **ARKA LANDMARKS LLP,**

(Mrs. KrupaTanmay Kholkar)  
(Authorized Signatory)



We hereby confirm that we have been furnished all details and information as requested by us and do hereby agree that all the aforesaid conditions stated hereinabove are binding on us.

Name

Signature

1. \_\_\_\_\_

2. \_\_\_\_\_

Place:

Date: