

## ALLOTMENT LETTER

Date

To,  
Mr./Mrs./Miss  
Address  
Emailld.

Sub: ApartmentNo. \_\_\_\_\_ In Block \_\_\_\_\_ on floor, in the project known as "HERITAGE the Bosque" proposed to be constructed on the land bearing chalta No. 82/5, 21-X, 21-W of P.T. Sheet No 10 at Cunchelim, Mapusa, Bardez-Goa (Project Land). having, carpet area (RERA) \_\_\_\_\_ sqmt. / sqft, enclosed balcony having area \_\_\_\_\_ sqmt. / sqft together with an exclusive terrace admeasuring \_\_\_\_\_ sqmt. and allotment of parking slot No. \_\_\_\_\_

Dear Sir/Madam,

1. We are developing upon the project land, the project known as (Heritage the Bosque), *inter alia* being the construction of apartments with exclusive terraces appert to each apartment and together with various common areas and amenities and a proposed clubhouse and amenities theretoo.
2. We are entitled and proposed to allot and sell apartments in the project on an ownership basis or otherwise deal with and / or alienate the same on such terms & conditions as we deemed fit at our solediscretion.
3. You have shown an interest in purchasing the apartment with an enclosed balcony and exclusive open terrace, described below, and you confirm that you have been informed and made aware, and irrevocably, and unconditionally agree, undertake and accept the following matters in respect of the project, and the facts and matters stated above, as well as the following matters, that is

- a) The project has been registered under the Real Estate (regulation & development) act, 2016, and the applicable Goa Real Estate (Regulation & development) (regulatory authority form of annual statement of accounts and annual report) rules, 2017 (collectively, "RERA" under No. \_\_\_\_\_)
- b) The current sanctioned layout and building plans, documents, records and permission in respect of the project, are all disclosed to, and have been inspected and accepted, by you.
- c) The proposed plans in respect of the project, may be altered for betterment of the project, and if and as required in relation to any regulatory or legal requirements, or compliances.
- d) It is anticipated that the project shall be completed by 4 years, in normal circumstances, and subject to force majeure conditions and circumstances beyond our control, and receipt of necessary approvals from concerned authorities including issuance of the occupancy certificate/s and compliance of all terms and conditions by all the allottees of apartment in the project,
- e) The purchase consideration (defined here and after) shall be free of escalation other than escalation/increases, on account of escalation/increase in development charges payable to governmental authorities and/ or any other increase in charges which have or may be levied or imposed by any governmental authorities, from time to time; and
- f) No terms, conditions, particulars or information, whether oral, written or otherwise given or represented, including those contain/given in any advertisement and/ or brochure, by us and/or by our agents to you and/or to your agents, other than such terms, conditions and provisions as are contained in this letter shall be deemed to form part of this LOA and you expressly confirm the same.

4. The particulars of the apartment with exclusive terrace is as follows:

- Apartment Number \_\_\_\_\_
- Block \_\_\_\_\_
- Floor \_\_\_\_\_
- Carpet Area (RERA) \_\_\_\_\_ Sq mts + enclosed balcony (\_\_\_\_\_ Sqmtr) +

exclusive open terrace (\_\_\_\_\_Sqmts) (The carpet area shall be defined in the sale agreement)

- super built-up area \_\_\_\_\_sqm. / \_\_\_\_\_sqft. (super built-up area is the sum of the built-up area of the apartment (including enclosed balcony), the proportionate cross section area of the apartment's walls, the pro rata/proportionate area share of all the common areas in the project but excluding car parking spaces attributable to the apt.

5. The purchase consideration in respect of the apartment (“**purchase consideration**”) and the payment schedule thereof is set out below

**CONSIDERATION - Price of the apartment** \_\_\_\_\_ (Excluding GST)

Add: GST@1% \_\_\_\_\_

**PRICE INCLUDING GST** \_\_\_\_\_

**CONSIDERATION PAYMENT SCHEDULE**

- (i) On completion of Raft Slab Rs. \_\_\_\_\_
- (ii) On completion of 1<sup>st</sup> Slab (ceiling of Basement level) Rs. \_\_\_\_\_
- (iii) On completion of 2<sup>nd</sup> Slab (ceiling of stilt floor) Rs. \_\_\_\_\_
- (iv) On completion of 3<sup>rd</sup> Slab (ceiling of 1<sup>st</sup> floor) Rs. \_\_\_\_\_
- (v) On completion of 4<sup>th</sup> Slab (ceiling of 2<sup>nd</sup> floor) Rs. \_\_\_\_\_
- (vi) On completion of 5<sup>th</sup> Slab (ceiling of 3<sup>rd</sup> floor) Rs. \_\_\_\_\_
- (vii) On completion of 6<sup>th</sup> Slab (ceiling of 4<sup>rd</sup> floor) Rs. \_\_\_\_\_
- (viii) On completion of Masonry Rs. \_\_\_\_\_
- (ix) On completion of Internal Plaster Rs. \_\_\_\_\_

- (x) On completion of External Plaster Rs. \_\_\_\_\_
- (xi) On completion of Floor Tiling Rs. \_\_\_\_\_
- (xii) On completion of External Painting Rs. \_\_\_\_\_
- (xiii) On completion of Doors and Windows Rs. \_\_\_\_\_
- (xiv) On the Stipulated Completion Date or on hand over of possession of the Apt., whichever is earlier Rs. \_\_\_\_\_

## **6. Stamp duty, registration fee and other costs.**

Stamp duty, registration fee and other costs will have to be paid in 2 stages

- a) The amounts payable at the stage of execution of the sale agreement (as defined below) are:
- i. Stamp duty @ 2.9%: (Rupees \_\_\_\_\_)
  - ii. Registration fee @ Rs. 500/- (Rupees \_\_\_\_\_)
- b) The amounts payable at the stage of execution of the sale deed are:
- i. Stamp duty @ 0.1%: (Rupees \_\_\_\_\_)
  - ii. Registration fee @ 2% (Rupees \_\_\_\_\_)

7. In addition to the purchase consideration and other liabilities and costs referred to in paragraphs (5) & (6) here and above:

- a) GST and other taxes and impositions as maybe applicable and any periodic increase thereof, cess, duty or levy and impositions, whether applicable/payable now or in future by the central and/or State Government or statutory authorities in respect of the apartment, shall be borne and paid by you alone, irrespective of whether you have or have not taken possession of the apartment, and consequently you shall within 7 days from a written demand made on you, by us, pay without delay, demure or default,.

b) You shall be liable to bear and pay maintenance charges, deposits, corpus fund etc and also for registration and membership charges for the entity/organisation within 15 days from the date of any demand/s made by the entityorganisation

8. You shall be liable to pay us all amounts/installments of the purchase consideration on or before the respective dates in the demand advice made on you by us, together with the applicable taxes levythereon.

9. Time of payment of all installments of the purchase consideration, and other charges, shall be of the essence, and any delay in payment will attract interest at the State Bank Of India highest marginal cost of landing rate (MCLR) plus two percent per annum prevailing as on the datehereof.

10. All specifications, images, plans, designs, facilities, amenities, dimensions, elevations, and any information contained in any promotional material relating to the project may not be construed to form any basis of, and/or served as an inducement or invitation for payment of any advance and/or deposit to be made by a prospective customer under the relevant provisions of law or otherwise and solely the amenities/specifications, features mentioned in the sale agreement should befinal.

## **11. Other terms &conditions**

a) We are at liberty to avail of financial assistance from bank/s and/or financial institution/s against/ inter alia the project, the project land, or any receivables there of. Such security interest/s created over the project and the project land will be released at our cost, from time to time, but in any event, on or before passing of title as contemplated below. If the sale agreement is executed, then the NOC shall be obtained by us in respect of theapartment.

b) i.) On or before completion of construction of all the apartments, and on receipt of the final approval and permissions in respect thereof (Inc final occupancy certificate/s in respect thereof, we shall in compliance with applicable laws enable the formation of an Entity with all the owners/allottees of apartments as its members, hereinafter referred to as the (“**Entity**”), that shall attend to the management, security, maintenance, repairs, etc of the Buildings, Amenities & common areas; effect the collection and accounting of individual contributions from all theapartmentowners.TheEntitiesprimaryobjectivewillbetomanage

the project on day to day basis so as to preserve and maintain its ambience and quality standards and to enable the peaceful enjoyment of the complex by all the allottees or occupant therein in a harmonious and cooperative manner. The Entity shall function on a “ non-profit”basis.

ii.) Whenever called upon to do so, the Allottee(s) without delay or demur shall, sign all forms/applications/deeds/documents as may be required for, as applicable, the formation, registration and management of the Entity. All costs, charges and expenses required to be paid/made for the purposes of formation and registration of the Entity shall be borne by all the Allottee(s) in the project.

iii) On formation of Entity every owner of the apartment/member shall deposit in the Entity’s account interest free maintenance deposit equivalent to Rs.300/-per sqft., to be calculated on the super built up area of the apartment within 15 days of demand by the Entity

iv) We shall maintain and manage without cost/charges, the common areas of the project for a period of 2 years from the date of obtaining completion certificate. The items without cost and charges during 2 years are as hereunder

.. Salary of estate manager, housekeeping staff and security guards

.. Electricity and generator backup energy consumption charges and cost

.. Housekeeping and swimming pool consumables.

.. Annual maintenance charges of installations in the project

v.) All cost and charges not covered in para 12. b (iv) shall be paid/reimbursed (payable as per proportionate area of the apartment) by the Allottee(s) within 15 days of demand **made** by us.

c) We shall allot only one Apt. to one family comprising of Husband, wife and minor Children in the project “**HERITAGE The BOSQUE**” I.e., if an individual is allotted a residential unit in the project no other unit shall be allotted to the same individual, his spouse or any of his minor children. The allottee has confirmed and agreed to this condition of allotment. In the event the allottee violates any allotment conditions, in such a situation the allotment of the Apt. shall be deemed to be

terminated. On termination we shall refund to the allottee deposits without interest & shall not be liable to pay/reimburse cost, taxes, stamp duty, and expenses incurred by allottee if any.

- d) In the event of any failure, breach and/or default, by you of any of the terms & conditions hereof by you, including any delay in payment by you of any installment/s of the purchase consideration, and/or other charges, liabilities or taxes payable by you herein, we shall give you 15 days notice to you to remedy such failure, breach, or default. In case you fail to remedy and cure such failure, breach or default within the aforesaid period of 15 days notice period, then we shall be fully and freely entitled (but not obliged to forthwith unilaterally terminate and/or cancel this LOA, without any further reference and/or any notice to you and refund to you the booking amount, paid by you till the date of termination or cancellation (without any liability on our part to pay you any interest/compensation, damages or other amounts, and/or to reimburse GST or other taxes if any paid by you and deposited by us). On such termination and refund, we shall be free to deal with the apartment and the parking in any manner, as we may deem fit, without any reference to you.
- e) This writing does not create, vest, or transfer to you any right or interest whatsoever in the apartment, exclusive terrace and the **allotted parking**. Without prejudice to your continuing obligations herein, we may execute the sale agreement in your favour, in terms hereof, subject to what is stated above, and subject to your observance, performance and compliance of the terms, conditions and provisions hereof. This LOA does not create abiding obligations on you or our company and shall not be treated or deemed to be an agreement as contemplated under provisions of law. In the event of your or our inability or unwillingness to enter into sale agreement, all installments of the purchase consideration, advances or other amounts paid by you shall be treated as a refundable deposit and shall be refunded to you in full, but without any interest within 30 days of notification from you or us in respect of therefund.
- f) Under applicable laws, the Sale Agreement is to be executed and registered before we can accept from you any payment **not** exceeding 10% of theConsideration.

- g) You shall at your own initiation, cost and expenses and at the earliest present and lodge the Sale Agreement as well as the other transfer documents as referred to hereinabove for registration with the Jurisdictional Civil cum Sub-Registrar at Mapusa, Goa and admit execution of the same within the time limit prescribed under the Registration Act and therein and our company undertakes to make its duly authorised signatories available to admit the execution thereof.
- h) If you fail or neglect to execute, present and lodge the Sale Agreement for registration within the aforesaid time for any reason whatsoever, we shall not be liable or responsible for the non registration of the Sale Agreement and for the consequences or liabilities arising therefrom. If, as a consequence of any delay/s by you in registering the Sale Agreement, we are prevented under Applicable Law/s from receiving/accepting from you any instalment/s of payments of purchase consideration by the respective due date/s specified above, you shall be bound and liable to pay interest to us at the rate of MCLR + 2% on all such delayed or unpaid instalments, without prejudice to our other rights provided for herein.
- i) Our company shall not be responsible or liable, in any manner, for any change / postponement / cancellation of scheduled dates and time for registration of the documents or for any revised estimation / adjudication of the apartment / documents by the Civil cum Sub-Registrar for the purpose of levy of Stamp Duty.
- j) If, as a consequence of any delay(s) by you in registering the Sale Agreement, our company is prevented or becomes ineligible under the applicable laws, rules and regulations from receiving/accepting from you any instalment(s) of payments of Purchase Consideration by the respective due date(s), you shall be bound and liable to pay interest to our company at the rate of MCLR + 2% on all such delayed or unpaid instalments, without prejudice to our other rights in this respect.
- k) This LOA shall cease to operate and be of effect either upon its cancellation or termination, or upon the execution and registration of the Sale Agreement in respect of the Villa.



d) All notices and other communications to be given under this Letter of

Allotment shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us.

To :

Address :

Email :

Cell No/Whatsapp:

As regards ourselves, all notices, intimations correspondence and other communications shall be addressed by you to us at our registered office address as mentioned in this LOA and/or by email, at the email address mentioned below.

Email :

Our bank account details for RTGS/NEFT transfers are as follows: Heritage Princes Real Estate Developers \_\_\_\_

Bank : Karur Vysya Bank

Ltd. Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

IFSC/RTGS Code: \_\_\_\_\_

Our PAN No.: \_\_\_\_\_

## **12. Standard Specifications of the Apartment and the Amenities of the Project**

a) **GENERAL NOTE ON MATERIALS & METHODS:** We shall be at liberty to adopt / employ /use, partially or wholly, state-of-the-art and alternate contemporary construction technologies / materials / methods and items used worldwide -viz., (but not limited to) pre-built prefabricated walls, lost-in-place centering / shuttering systems, external and internal, dry /wet wall/boardings and/or cladding, sub-tile structures and/or bases, roofing systems, alternative MEP /mechanical, engineering, plumbing, low voltage, etc.) contemporary technologies etc. (which might supplement / replace / complement the other specifications mentioned herein) wherever recommended or needed as per site conditions /promoter's or architect's judgment and supply exigencies to improve the quality /functionality of the product / home and the comfort of the occupants / make up for non-availability of materials or materials of the right quality / reduce operating expenses and enhance serviceability and resale value of each item, whether named below or not, but provided that the Apt. is not adversely affected.

b) **STRUCTURE OF THE BUILDINGS:** The Buildings will have RCC framed structure of the columns, beams and slabs and will consist of part basement, stilt plus four upper floors. The top slab shall be waterproofed, the external walls will be of 20-cm thick laterite / brick masonry and the internal walls will be of 11cms thick single brickmasonry.

c) **SURFACES:** Internal walls will be plastered and rendered with a gypsum-based POP or equivalent finish, painted with acrylic distemper paint (Asian, Berger, Dulux) or equivalent. External walls will be plastered with a double coat sand-faced cement plaster painted with exterior paint (Apex or Equivalent).

d) **DOORS & WINDOWS:** The main door frame shall be in Teakwood and rest of the frames shall be in Sal wood. The main door Shutter shall be a Teak Veneer Flush Door with Polish. All the other Doors shall be Masonite / laminated flush Doors. The Windows will be in white UPVC (Torfenster or equivalent).

e) **IRONMONGERY:** All doors will be provided with brass /stainless steel or similar hinges and fittings. Night latch on the main door. Mortise / tubular / or similar locks on all bedroom /toilet doors.

f) **FLOORING:** Flooring in rustic Ceramic tiles (Somany, Nitcoor equivalent) Skirting of the same material of 3" to 4" height. (Beds, cupboards, chairs,

tables and other furniture not provided).

g) OPEN KITCHENETTE: The living room will be provided by a granite platform ( as a kitchenette) which will have a Ceramic/Vitrified tiles dado up to a height of 60 cm above.

h) TOILETS, PLUMBING AND SANITATION: Concealed plumbing with chrome-plated brass/ABS fittings and hot-cold water mixer taps. E.W.C. commode and wash-basin white (Kohler, Jaquar, Somany or equivalent) toilet piping may be slung under the toilet floor slab with a false ceiling enclosing them, accessible for maintenance from the toilet below. Floor tiling and dado (up to 2.10 mts height) will be ceramic/vitrified tiles.

i) ELECTRICAL INSTALLATIONS: The installation will be concealed type with copper wires. Living will have two light points, two fan points, one plug on switch board and one plug on separate boards (15 AMPS for AC). Bedroom will have one Fan Point, two light points, one 5 AMPS plug on switch Board and one 15 AMPS for A/C. There will be one light point wherever there is a terrace . The bathroom will have one light point, one 5 AMPS point and one geyser point (15 AMPS). There will be a bell point near the entrance door. Each flat will have a separate M.C.B. The Allottee(s) will have to fit all electrical fixtures and electric meters. We will assist in preparing the paperwork for obtaining the electrical connection to the Apartment.

j) WATER SUPPLY: Through G.I./H.D.P.E./CPVC/UPVC contemporary pipes (Astral) subject to terms conditions of supply of Water Department / Public Works Department (PWD) and availability /release /sanction / connection of water supply. Hydro pneumatic system for equalized water pressure.

k) INFRASTRUCTURE: sewage treatment plant, hydropneumatic pumps, DG Set and elevators (Otis/kone or equivalent)

l) AMENITIES: swimming pool, clubhouse with Gymnasium and indoor Games, Steam Rooms, Jacuzzi and landscape/lawn/Garden.

**13. Dossier:**

A dossier/CD containing copies of documents of title of the property and the permissions/approvals for the construction thereon shall be handed over to you on execution of the Sale Agreement

By countersigning this LOA you bind yourselves to all the terms and provisions hereof, and also agree, acknowledge, accept, and confirm that you have accepted all facts, disclosures, terms & conditions set out herein, and undertake not to raise any objection in respect thereof under any circumstances.

Sincerely,

For Heritage Princes Real Estate Developers

Partner/Authorised Signatory

You have notified our company of the following details and have countersigned this allotment offer letter in acceptance of the terms & conditions herein

Your Name

1. : \_\_\_\_\_(PAN CardNo.

\_\_\_\_\_Adhaar CardNo. \_\_\_\_\_

PIO/OCI CardNo. \_\_\_\_\_

Countersigned by Name: \_\_\_\_\_

Signature: \_\_\_\_\_