

ALLOTMENT LETTER

Date:

To, Mr/Mrs./Ms.
R/o
(Address)
Telephone/Mobile number
Pan Card No.:
Email ID:

Sub: Earmark/Allotment of Villa bearing No.____ in the project known as “Sovereign Bay”, having
_____RERA Registration No._____.

Dear <Name of Customer>,

1. Earmark/Allotment of the villa:

This has reference to your above referred Application on the subject. In that regard, we have the pleasure to inform that you have been earmarked/allotted a Villa bearing No. _____ admeasuring _____ square metres (_____ sq. ft.) (**the “Earmarked/Allocated Villa”**) in the Project known as **“Sovereign Bay” (‘Project’)**, having _____ RERA Registration No. _____ and being developed & situated at Plot 308, Located on Survey No 178/1-A-Q-3, Sancoale Village, Mormugao Taluka, admeasuring approximately _____ square meters, as part of a larger layout ‘Gulf of Goa’, for a total consideration of Rs. _____ /-(Rupees _____ only) exclusive of GST, stamp duty and registration charges and other charges as more particularly mentioned herein.

2. Terms and Conditions:

The Project is being developed and marketed by the House of Abhinandan Lodha® vide HOABL Impactum Land Private Limited (**“Promoter”**) being developed as part of a larger property/ layout. The House of Abhinandan Lodha®/Promoter are not, in any manner, associated with ‘Lodha’ or ‘Lodha Group.

You are referred to as the Allottee/s herein and is/are informed by the Promoter that:

- a. The Agreement for Sale/Sale Deed (**“Definitive Agreements/documents”**) for the Earmarked/Allocated Villa shall be executed and registered in favour of the Allottee/s and the possession of thereof shall be handed over to the Allottee/s only upon the receipt of full and final payment of the total consideration value, exclusive of GST, stamp duty, registration charges, and all other applicable charges/taxes (collectively, **“Charges”**) as per the Payment Schedule annexed hereto.
- b. The features, common areas and amenities proposed to be constructed and developed in the Project are set out in **Annexure “A”** annexed hereto and hereinafter referred to as **“Common Areas and Amenities”**. These Common Areas and Amenities are for the common use and enjoyment of all allottees/occupants (including the Allottee/s herein) in the Project/larger development. The Promoter shall always have right to modify, change, amend, alter the Common Areas and Amenities at its discretion for improved/better planning, compliance with authority approvals, or conditions imposed by regulators. The Promoter further shall have the right to manage, operate and utilise the Common Areas and Amenities, including the clubhouse and its amenities, on its own or through a PMC in such manner as it may consider appropriate for the Project and/or larger layout, permit the use of the same to any third parties for commercial purposes

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and lay down and revise the terms and conditions from time to time for its usage with or without charges, as deem appropriate by the Promoter and any commercial benefits arising therefrom shall accrue solely to the Promoter. The Clubhouse Amenities which shall be non-exclusive are set out in **Annexure “B”** annexed hereto and hereinafter referred to as “**Clubhouse Amenities**”. The use, access and enjoyment of the Clubhouse Amenities shall be subject to such terms, conditions, rules and regulations as may be prescribed, amended or modified from time to time by the Promoter. The Promoter shall ensure that such usage to any third parties apart from the allottee/s of the Project, shall not cause any nuisance, obstruction or inconvenience to any allottee/s of the Project.

- c. The Promoter shall as and when the Earmarked/Allocated Villa is ready for possession, call upon the Allottee/s to take the physical possession thereof and the Allottee/s shall immediately come forward to clear all the dues and pay the instalments and other charges payable on possession and complete the possession formalities as mandatory of the Promoter.
- d. The Promoter shall be entitled to handover the possession of the Earmarked/Allocated Villa provided the Allottee(s) is/are not in default of any terms or conditions of this Allotment Letter/Definitive Agreements/documents, and are in compliance with their obligations hereunder and thereunder including but not limited to payment and receipt of the total sale consideration, other charges & deposits, applicable taxes, payable to the Promoter by the Allottee/s in accordance with the Payment Schedule, and subject to any force majeure events or circumstances beyond control of the Promoter as defined under the Agreement for Sale, applicable RERA regulations, delays attributable to the Allottee/s, or any other circumstances beyond the reasonable control of the Promoter, including but not limited to governmental delays, regulatory approvals, or unforeseen legal hurdles.
- e. If the Promoter has called upon the Allottee/s to take possession of the Earmarked/Allocated Villa and the Allottee/s has/have not complied with any of his/her/their/its obligations as mentioned in sub-clause c & d of this clause 2 herein including the terms of the Definitive Documents/documents, and/or the Allottee/s refuse/s to take possession of the Earmarked/Allocated Villa, then the same shall be an event of default on part of the Allottee/s. Without prejudice to its other rights under this Allotment and the Definitive Documents/documents, the Promoter may, in its discretion, condone the delay, and/or default, by the Allottee/s on the condition that the Allottee/s shall, in addition to all its other liabilities and obligations herein, and therein including payment of all aggregate payments, bear and pay to the Promoter separate/independent pre-estimated fixed charges, in addition to (and not in substitution of) interest, calculated at the rate of Rupees One Hundred only per square meter Carpet Area (RERA) of the Earmarked/Allocated Villa per month (hereinafter referred to as the “**Holding Charges**”) after the expiry of two months from the intimation of Possession or on such dates and at such intervals as the Promoter directs, till the Allottee/s is/are in full compliance of the same and takes the possession of the Earmarked/Allocated Villa.
- f. In the event any amount is paid by the Allottee/s in excess of the instalments as per the Payment Schedule attached hereto, the Promoter shall be entitled to adjust such excess amount towards the payment of stamp duty, registration charges and other applicable statutory charges payable at the time of execution and registration of the Definitive Documents/documents. Notwithstanding the forgoing in the event of any default by the Allottee/s in making payment of any instalments as per the Payment Schedule, the Allottee/s shall be liable to pay interest on such defaulted amount at the rate as mandated under RERA from the due date until date of actual payment, without prejudice to Promoter’s other rights and remedies under this Allotment, Definitive Documents/documents applicable laws including right to cancel this allotment.
- g. The Allottee/s shall be entitled to referral offers/ benefits/gifts as offered by the Promoter, if a new booking is made by any person/s with specific reference to Allottees/ (hereinafter referred to as “**Referral Booking**”). Such offers/benefits/gifts shall be at the sole discretion of the Promoter. The Promoter shall

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credit such referral offers/benefits/gifts to the Allottee/s account only upon successful completion of Referral Booking and receipt of full payment thereunder. Provided however, that in the event the Allottee/s cancels or terminates his/her/their/its booking under this Allotment/Definitive Documents/documents at any time and for any reason whatsoever, then the entire referral offers/benefits/gifts passed on/credited to the Allottee/s shall stand fully forfeited and fully recovered by the Promoter from any refund amount payable to Allottee/s. If the refund amount is insufficient to cover such recovery, the Allottee/s shall forthwith be liable to pay the balance recoverable amount to the Promoter without any demur, delay or protest. This obligation shall be binding upon the Allottee/s and his/her/their/its legal heirs, successors, administrators, executors and assigns.

- h. The Promoter hereby discloses to the Allottee/s and the Allottee/s expressly acknowledges and consents that certain amenities forming part of the Common Areas and Amenities and/or clubhouse and/or the amenities therein may not be completed or operational at the time of handover of possession of the Earmarked/Allocated Villa, compliant with applicable RERA provisions permitting staggered amenity completion.
- i. The Promoter reserves the right, as and when necessary, the Promoter to make additions, alteration, modifications or revisions to the sanctioned layout of the Project for the betterment of the Project/larger layout and / or as may be required to comply with applicable laws. The Allottee/s hereby provide their irrevocable, unconditional, and binding consent to such changes, which shall also extend to their legal heirs, successors, nominees, or assigns.
- j. This earmark/allotment of Earmarked/Allocated Villa for the Allottee/s is personal to Allottee/s and is not, directly or indirectly, transferable by Allottee/s to any other person/entity. Allottee/s confirm that this Allotment Letter does not create any right title or interest in Allottee/s favour in respect of any other villas except the Earmarked/Allocated Villa in the Project.
- k. The Allottee/s declares and affirms that in case of Joint Allottee(s) that (i) any communication sent to the First Allottee shall be deemed to have been sent to all Joint Allottee(s); (ii) failure to pay by any one Joint Allottee shall be deemed a failure to pay by all Joint Allottee(s); (iii) all Joint Allottee(s) shall be treated as a single entity for the purposes of this Allotment Letter ; and (iv) all Joint Allottee(s) shall be jointly and severally liable for all consequences arising therefrom.
- l. The allotment of the Earmarked/Allocated Villa under this Allotment Letter is purely provisional and subject to execution of the Agreement for Sale and/or Sale Deed. This Allotment Letter shall not be construed as creating any right, title, interest, lien or charge in favour of the Allottee/s in respect of the Earmarked/Allocated Villa or the Project. Any rights of the Allottee/s in respect of the Earmarked/Allocated Villa shall arise only upon execution and registration of the Definitive Agreements.

3. Confirmation by the Allottee/s:

- i) This Allotment Letter constitutes the entire agreement between the Promoter and the Allottee/s with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations, warranties, covenants, or communications (whether written, oral, electronic, or otherwise) between the parties or their representatives. The Allottee/s confirms that he/she/they is/are acknowledging the terms and conditions hereof independently fully understanding the same and are not linking and shall not link the same to any talks, emails, ads, brochures, or promises made before accepting this Allotment Letter.

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- ii) The Allottee/s agrees and confirms to all that is informed to him/her/them/it under clause 2 hereinabove and further agrees, confirms and undertakes to fully abide by each and every terms and conditions as recorded herein, for all times and purposes.
- iii) The title certificate certifying Promoter's title to be clear and marketable shall be conclusive, final and binding on the Allottee/s, their heirs, successors, and assigns, without any right to dispute or seek further verification.
- iv) The Promoter shall be fully and freely entitled to undertake and carry out the construction of the Project including the Earmarked/Allocated Villa in accordance with approved plans, applicable laws, and regulations. The Allottee/s hereby irrevocably acknowledge and agree that no structural modifications, alterations, additions or changes whatsoever shall be made by the Allottee/s, is/her/their heirs, successors, nominees, or assigns to the Earmarked/Allocated Villa without prior written consent/approval from the Promoter and the same shall be in compliance with applicable regulations, RERA guidelines/ provisions /notifications, and the byelaws of the association/society formed of all the allocated Villa owners in the Project.
- v) The Allottee/s acknowledges that post confirmation of the Earmarked/Allocated Villa by the Allottee/s, he/she/they shall strictly adhere to the payment timelines as per the Payment Schedule mentioned in Clause 5.
- vi) The Allottee/s hereby acknowledges, confirms and consents that on execution of the Definitive Agreements/documents, it is the Allottee/s responsibility to be present (in person or through his valid power of attorney holder) and get the Definitive Agreements/documents, in full compliance with Real Estate (Regulation and Development) Act, 2016 ("RERA") timelines, registered with the office of the relevant Sub-Registrar of Assurances on the date and time fixed by the Promoter as per the availability of the Allottee/s and the concerned Registrar. Any change in the fixed appointment received by the Promoter from the concerned Sub-Registrar's office, due to any Force Majeure events or circumstances beyond the Promoter's reasonable control or due to any delay or defaults on part of the Allottee/s, the Allottee/s shall not hold liable and responsible the Promoter for such delay in registration of the Definitive Agreements/documents. The Allottee/s further agrees and confirms that the Allottee/s are and shall be solely liable and responsible to pay the stamp duty, registration charges and other related charges/expenses in respect the registration of the Definitive Agreements/documents, under provisions of the Stamp Act and Registration Act, as applicable and any delay in payment thereof leading to further delay in enabling Promoter to fix appointment with the concerned Sub-Registrar, the Allottee/s shall not raise any claims, disputes, allegations, compensation for and towards such delay in execution and registration of the Definitive Agreements/documents from and against the Promoter.
- vii) In the event of any delay by the Allottee/s in fulfilling these obligations, or if the Allottee/s fail to attend the office of the concerned sub-registrar for the registration of the Definitive Agreements/documents despite payment of the stamp duty thereon, the Promoter shall be entitled (without prejudice to any other rights or remedies under this Allotment Letter/ Definitive Agreements/documents/ Applicable Laws, or RERA): (i) to continue raising and demanding all further payments from the Allottee/s strictly as per the agreed payment schedule, without any abatement, suspension, or adjustment on account of such Allottee default; (ii) to forthwith forfeit amounts as per the Clause 7 hereinbelow on account of any cancellation or withdrawal by the Allottee/s; and (iii) to forthwith forfeit amounts as per the Clause 7 hereinbelow even in the event cancellation of the allotment of the Earmarked/Allotted Villa by the Promoter due to default, non-compliance, breach of the timelines of the Payment Schedule by the Allottee/s, which shall be

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deducted from any amounts already paid or due, and such forfeiture shall not release the Allottee/s from their ongoing payment obligations.

- viii) The Allottee/s agrees and confirms that in the event the Allottee/s cancels the allotment of the Earmarked/Allotted Villa for whatever reasons, in such an event the Allottee/s if has/have taken benefit of any payment scheme for payment of the total consideration, then upon cancellation, the Promoter shall be entitled to withdraw/ cancel all such benefits passed on to the Allottee/s and forfeit the entire amount initially paid by the Allottee/s. If the amount paid by the Allottee/s is insufficient to cover such forfeiture, the Allottee/s shall forthwith be liable to pay the balance recoverable amount towards such forfeiture to the Promoter without any demur, delay or protest.
- ix) The Allottee/s agrees and confirms that : (i) the Promoter has disclosed and made available all project-related disclosures, including details on approvals up to the date of this Allotment Letter, through the Promoter's RERA project registration on the Goa RERA portal; (ii) the Promoter may from time to time seek or obtain any additional permissions, amendments, or updates to existing approvals as needed, in line with applicable laws and RERA requirements if any and any such ongoing processes for any permissions shall not be treated as a default, delay, or breach by the Promoter. The Allottee/s expressly waive any claims for compensation, interest, penalties, or termination (including under Section 18 of RERA or any other law) related to this matter; (iii) the Promoter shall be reasonably updating material project developments via the project website or designated communication channels, in compliance with RERA disclosure requirements. The Allottee/s further agrees and confirms that the Allottee/s have independently on their own or through his/her/their legal counsels/agents reviewed and verified the available disclosures and project status, and undertake having understood and being satisfied with terms hereof shall have no recourse against the Promoter for any delays or penalties due to governmental authorities
- x) The Promoter shall be entitled to avail financial assistance from any Bank/ Financial Institutions for development of the Project, from time to time as deem fit and proper and as required by the Promoter as its sole discretion.
- xi) The Allottee/s acknowledge(s) and agree(s) that the RERA completion timeline for the Project is 31st March 2029, subject to Force Majeure events and/or other circumstances beyond the Promoter's control including any extensions granted by RERA for Project completion for any reason whatsoever. The Allottee/s further agree(s) that the Promoter shall not be held legally liable under RERA or any other law for any delay in completion or delivery arising from the Allottee(s)' defaults or the aforementioned events/circumstances.
- xii) The Allottee/s shall not undertake any construction, alteration, renovation, structural change, elevation change, façade modification, external painting or installation of external fixtures without prior written approval of the Promoter / competent authority in accordance with the applicable law and permissions.
- xiii) In the event the Allottee/s propose to undertake or permit commercial hospitality operations, guest house operations, homestays, serviced apartment activities, or short-term rentals through digital platforms or otherwise in respect of the Earmarked/Allotted Villa, the Allottee/s shall obtain a prior No Objection Certificate / written consent from the Promoter and/or the Association (as may be applicable at the relevant time). The grant, refusal or withdrawal of such No Objection Certificate / consent shall be at the sole and absolute discretion of the Promoter (or the Association, as the case may be). The Allottee/s shall further ensure that any such activity, if permitted, shall be undertaken strictly in compliance with all applicable laws, rules, regulations and the rules and regulations governing the Project, and shall not cause nuisance, disturbance or inconvenience to other

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allottees/occupants within the Project.

4. Consideration:

Quotations:

Below is mentioned the total consideration and other charges applicable for the Earmarked/Allocated Villa:

Pricing Details	Amount in Rs.
Agreement Value (AV) (Rs.)	
Infrastructure Development Charges (IDC) (Rs.)	
Consideration value (AV+ IDC) (Rs.)	
Stamp Duty (Rs.)**	
Registration Charges (Rs.)**	
Incidentals (Rs.)	
GST* on Incidentals (18%) (Rs.)	
GST* on Infrastructure Development Charges (Rs.)	
Society Formation Charges (Rs.)	
GST* Society Formation Charges (18%)(Rs.)	
Landowner's Club Charges (Rs.)	
GST on Landowner's Club Charges (Rs.)	
Total Price (Rs.)	
Common Area Maintenance Charges for 60 months with GST @ 18% (Rs.) [#]	
Corpus Fund for 12 months with GST @ 18% (Rs.) [one-time charges] [#]	

Notes:

- **Statutory Charges and Taxes:**

All statutory charges and taxes will be borne by the Allottee/s as per the rates applicable from time to time.

*GST shall be applicable as per the prevailing rate.

- **Mode of Payment:**

All payments by the Allottee/s towards the total sale consideration/Total Price or any other amounts due under this Allotment Letter/ Definitive Agreements/documents must be made directly from the Allottee/s' own bank account via Demand Draft (DD), cheque, NEFT/RTGS, or other Promoter-approved modes. Third-party payments of any kind (including from relatives, associates, or entities) are strictly prohibited and shall be deemed invalid.

- **Stamp Duty, Registration Charges and Other Government Levies:**

**The Stamp Duty, Registration Charges and other applicable government levies referenced herein are approximate estimates only, based on prevailing rates, and are subject to variation as per government notifications, circulars, or policy changes at the time of execution of the Definitive Agreements/documents.

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The Allottee/s shall bear and pay all such amounts as applicable at the time of execution and registration of the Definitive Agreements/documents, including:

- (i) the actual amounts assessed (whether higher or lower than estimates), without any claim for refund, adjustment, or credit against the Total Consideration; and
- (ii) all additional or subsequent levies, taxes, cesses, duties, fees, or charges imposed by any competent authority (central, state, or local).

The responsibility and liability to make the aforesaid payments shall be solely of the Allottee/s. The Promoter shall notify the applicable demands and milestones as per the Payment Schedule, and the Allottee/s shall remit the same within the stipulated timelines and come forward for execution and registration of the Definitive Agreements/documents as mentioned in this Allotment Letter.

The Promoter shall have the absolute right to demand and recover these amounts prior to registration or Agreement for sale execution, with payments due within 7 (seven) days of demand. The Allottee/s hereby waive all objections to such charges and indemnify the Promoter against any delays, penalties, or liabilities arising from non-payment thereof. Non-payment shall not delay Promoter obligations but entitle the Promoter to withhold registration or invoke default remedies as per applicable law.

• **Common Area and Maintenance Charges (CAM), Corpus Fund, and Society/Association Formation Charges:**

- i. #The Promoter shall at its sole discretion maintain the Project and the Project's common areas, facilities, and amenities post-completion of construction and until conveyance/handover to the Entity & Organisation/Association of Allottees (or for ____ (____) years, whichever is earlier), in compliance with Applicable Laws including RERA. Pending registration of the Agreement for Sale, the Allottee/s shall pay provisional CAM charges at Rs. ____/- (Rupees ____ only) per month (excluding applicable GST @18% or at the current prevailing rate).
- ii. #Corpus fund charges (one time non-interest bearing charge) shall be payable at possession (Calculated at Rs. ____/- for ____ months of the Earmarked/Allocated Villa area + GST @18% or at the current prevailing rate) before registration of the Definitive Agreements/documents in favour of the Allottee/s and is subject to change in accordance with the prevailing policy.
- iii. The Allottee/s shall pay non-refundable Society/Association Formation Charges of Rs. ____ (Rupees ____ only) per Earmarked/Allocated Villa (plus applicable GST @18% at the prevailing rate), payable in full at the time of offering possession of the Earmarked/Allocated Villa and prior to registration of the Definitive Agreements/documents.

• **Applicability of Charges:**

All charges mentioned herein, irrespective of the status of registration of the Definitive Agreements/documents, shall become applicable for payment by the Allottee/s at the relevant milestones as per the Payment Schedule. The Allottee/s shall be responsible for making such payments as and when demanded or notified by the Promoter.

5. Payment Schedule, Bank Details & Timelines:

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Milestone	Timeline	Payment Amount
Booking Amount 1 (‘BA1’) <i>(Amount paid at the time of application)</i>	At the Time of Application	
Milestone 2 - PCF less booking Amount (Booking Amount 2) (‘BA2’) <i>The amount payable at Milestone 2, being the Plot Confirmation Fee (PCF) after adjusting Booking Amount 1</i> <i>Booking Amount 1 and Booking Amount 2 shall collectively and cumulatively be referred to as the “Booking Amounts”</i>	At the Time of Villa Allocation	
Milestone 3		
Milestone 4		
Milestone 5		
Milestone 6		
Milestone 7		
Milestone 8		
Milestone 9		
Milestone 10		
Milestone 11	On Possession	
Stamp Duty Charges	Payable on or before	
Registration Charges	Payable on or before	
Incidental Charges Including GST	Payable on or before	
Society Formation Charges including GST	Payable at initiation of possession	
Landowner’s Club Charges including GST	Payable at initiation of possession	
GST on Infrastructures Charges	Payable as and when intimated by the Promoter	
CAM Charges including GST	Payable at initiation of possession	
Corpus Charges including GST	Payable at initiation of possession	

6. Payment Default and Levy of Interest:

In case of any delay, default, negligence, or failure by the Allottee/s in making all payments as stipulated in this Allotment Letter, Definitive Agreements, or other documents, and as per the payment schedule, the Allottee/s shall be liable to pay interest on all outstanding dues and overdue amounts at a rate equal to the State Bank of India highest Marginal Cost of Lending Rate plus 2% from the respective due dates.

The Promoter may, at its sole discretion and without any obligation, provide a cure period of 7 (seven) working days for the Allottee/s to clear all such outstanding dues payable in respect of the Earmarked/Allocated Villa. If the Allottee/s fails to clear the outstandings or comply with its obligations

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even after expiry of such cure period (if granted), the Allottee/s shall remain fully liable for the interest and any other consequences as aforesaid, without prejudice to the Promoter's rights to terminate/cancel the allotment, forfeit amounts as per the Promoter's refund policy mentioned in Clause 7 this Allotment Letter, or pursue other remedies available under law.

7. Cancellation of allotment/Withdrawal and Refund Timelines and Deductions:

- i. All cancellation requests shall be raised only from the registered customer email ID only to the Promoter's cancellation email ID.
 - ii. The refund, if any, payable to the Allottee/s upon cancellation or withdrawal shall be governed strictly in accordance with the stage at which such cancellation request is received by the Promoter and subject to compliance with the prescribed cancellation procedure, including submission of complete KYC documents and cancelled cheque which is mandatory.
 - iii. In the event cancellation is requested after issuance of the Reservation / Allotment Letter but prior to payment of BA2, the amount received shall be refunded within seventy-five (75) days, without any deduction.
 - iv. Where BA2 has been paid, whether the welcome call has been accepted or rejected, the refund shall be processed within ninety (90) days, subject to deduction from the Agreement Value ("AV") as under:
 - Cancellation within 0–15 days: Nil deduction;
 - 16–30 days: 1% of AV;
 - 31–60 days: 1.5% of AV;
 - Beyond 60 days: 2% of AV.
 - v. Where twenty-five percent (25%) or more of the Agreement Value has been demanded, the Promoter shall be entitled to forfeit ten percent (10%) of the Agreement Value, and the refund (if any) shall be processed within ninety (90) days payable over a period of six (6) months*.
 - vi. Where fifty percent (50%) or more of the Agreement Value has been demanded, the Promoter shall be entitled to forfeit ten percent (10%) of the Agreement Value, and the refund (if any) shall be processed within ninety (90) days, payable over a period of six (6) months*.
 - vii. Where seventy-five percent (75%) or more of the Agreement Value has been demanded, the Promoter shall be entitled to forfeit ten percent (10%) of the Agreement Value, and the refund (if any) shall be processed within ninety (90) days, payable over a period of nine (9) months*.
 - viii. Where ninety percent (90%) or more of the Agreement Value has been demanded, the Promoter shall be entitled to forfeit twenty percent (20%) of the Agreement Value, and the refund (if any) shall be processed within ninety (90) days, payable over a period of twelve (12) months*.
- * The effective date for calculating the refund timelines (in calendar days) shall be the date the Allottee/s submits a cancellation request via the official channel.
- ix. In cases where the Agreement for Sale has been executed and registered, refund (if any) shall be processed within ninety (90) days from execution and registration of a Promoter-provided Deed of Cancellation, at the sole cost and expense of the Allottee/s, and deductions shall apply in

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accordance with the applicable stage as set out above.

- x. The timelines mentioned herein represent the outer limit for payment of the refund or the first instalment thereof, as applicable. Where refund is payable in instalments, the balance amount shall be paid through post-dated cheques issued at approximately thirty (30) / thirty-one (31) day intervals, which shall be handed over at the time of the first payout.
- xi. Any waiver or reduction in forfeiture shall be at the sole and absolute discretion of the Promoter. In the event of Force Majeure circumstances, including but not limited to war, pandemic, governmental restrictions, or natural disasters, the refund timelines may stand extended, and no interest shall be payable for any delay attributable to such events.

8. **Guideline for payment towards Tax Deducted at Source (TDS):**

As per government notification (Effective 01st April 2021), TDS @1% is payable on the cumulative value of the Agreement for Sale if the cumulative value exceeds Rs. 50,00,000/-. From April 1, 2021, per government rules, 1% Tax Deducted at Source (TDS) is deductible on the total value of the Agreement for Sale (plus other charges) if this cumulative amount exceeds ₹50 lakh. The payment of this TDS as per the Income Tax Rules is solely on the Allottee/s.

The Allottee/s have to pay TDS directly on the government online portal <https://www.tinnsdl.com> and provide the Promoter the challan copy (i.e. Form 26QB and bank payment receipt) along with the payment due as per the due date.

Further, TDS shall also be applicable on the Infrastructure Development Charges, CAM Charges and Society Formation Charges payable by the Allottee/s.

Below are the details of the Promoter that you will require for making the TDS payment:

PAN No.: AAGCI4909R

Correspondence Address of Promoter: 701 Unit, 7th Floor, 1 Aerocity Building, NIBR Compound, Mohili Village, Sakinaka, Safed Pool, Mumbai, Maharashtra – 400072

9. **Miscellaneous:**

a. **Loans from financial institutions:**

Loan from the financial institution may be availed by the Allottee/s basis eligibility and institution norms. However, if a particular institution/bank refuses to extend financial assistance on any ground, the Allottee/s shall not make such refusal an excuse for non-payment of further instalments/dues and the consequences of non-payment as set out herein shall be applicable to any non-payment for reasons of Allottee/s being not able to avail loan from an institution/bank.

b. **FEMA Compliance and Eligibility:**

The Allottee/s further acknowledges and agrees that under applicable laws, including but not limited to the Foreign Exchange Management Act, 1999 (“FEMA”) and the regulations framed thereunder, certain restrictions and prohibitions exist with respect to the acquisition of immovable property in India by Non-Resident Indians (“NRIs”), Persons of Indian Origin (“PIOs”), and Overseas Citizens of India (“OCIs”) based & residing in specific jurisdictions. It shall be the sole and absolute responsibility of the Allottee/s to determine their eligibility and ensure full compliance with all applicable legal, regulatory, and governmental requirements prior to and throughout the course of the transaction.

HOABL Impactum Land Private Limited

Regd. Off: 701 Unit, 7th Floor, 1 Aerocity Building, NIBR Compound, Mohili Village, Sakinaka, Safed Pool, Mumbai 400072.

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The Promoter shall not be under any obligation to verify the legal eligibility of the Allottee/s and shall bear no liability in respect of any contravention or non-compliance by the Allottee/s.

c. Communications:

The Promoter / agency appointed by the Promoter shall be entitled to call / text the Allottee/s in respect of providing intimation about future demands to be made for payments, updating the status of the Project where the Allottee/s has invested in and informing the Allottee/s about the upcoming projects of the Promoter. The Allottee/s unequivocally accepts that even in case where the Allottee/s has/have selected & categorized the number of the Promoter/ agency appointed by Promoter in Do – Not – Disturb (DND) list, the Promoter / agency appointed by Promoter will be entitled to call the Allottee/s inter alia for informing the status of the development of the project, for making further demands for payment, informing the Allottee/s about the upcoming projects of the Promoter. The Allottee/s will not raise any objection / claim/ file complaint against the Promoter / agency appointed by the Promoter. The Allottee/s permit the Promoter to share, disclose, and transfer the Allottee/s' KYC details (including name, contact numbers, email, Aadhaar/PAN excerpts, address, bank details, and booking information) with such third parties solely for the above purposes or Promoter business operations.

d. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various clauses of this Allotment Letter.

ANNEXURE “A”
COMMON AREAS AND AMENITIES

ANNEXURE “B”
CLUBHOUSE AMENITIES

CONFIRMATION & ACKNOWLEDGEMENT

I/We have fully read and understood the above Terms and Conditions of the Allotment Letter and agree and undertake to fully abide and comply with the same. I/We understand that the Terms and Conditions are mentioned herein to acquaint me/us as the Allottee/s Earmarked/Allotted Villa with the terms and conditions in respect thereto, which shall be comprehensively set out in the Agreement for Sale.

I/We are fully aware that it is not incumbent upon the Promoter to send out notices/ reminders in respect of my/our obligations set out in this Allotment Letter and I/we shall be liable for any default committed by me/us in abiding by the Terms and Conditions.

I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Promoter and the Promoter has readily and to my/our satisfaction provided and explained in my comfortable language the same to me/us, as required under RERA.

I/We have now signed and paid all monies herein after being fully conscious of all my/our responsibilities, liabilities and obligations, including but not limited to the forfeiture of Earnest Money/booking amount, as may be imposed upon me/us.

I/We further hereby irrevocably undertake, declare and assure the Promoter that, in the event of cancellation of my/ our allotment/booking of the Earmarked/Allocated Villa, either by way of forfeiture or refund of all my monies or in any manner whatsoever, including but not limited to the Terms and Conditions set out in this Allotment Letter, I/we shall have no right, title interest, claim, charge, encumbrance or lien of any nature whatsoever on the Earmarked/Allocated Villa applied for and/ or earmarked/allotted to me/us in any manner whatsoever.

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Confirmation and Acceptance:

Please note that the terms of this Allotment Letter are binding on the Allottee/s from the date hereof. The Allottee/s are requested to confirm receipt of this Allotment Letter within **07 (seven)** days of receiving the same. In the absence of any written rejection or objection within this period, the Allottee/s' retention of this Allotment Letter shall be deemed to constitute full and unconditional acceptance of the earmark/allotment and all terms contained herein. This Allotment Letter is binding on the Allottee/s from the date of issue. The Allottee/s are required to accept this Allotment Letter, in writing, within 7 (seven) days of receipt. The Allottee/s agrees, accepts and confirms that if the Allottee/s fails and neglects to accept this Allotment Letter it shall automatically mean full and unconditional acceptance of the allotment and all terms herein, making it fully binding on the Allottee/s.

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