

## ALLOTMENT LETTER

Date:

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

**Sub: Your request for allotment of Unit in the project known as “Orion”, having Goa RERA Registration No “\_\_\_\_\_”.**

Dear <Name of Customer>,

**1. Allotment of the said Unit:**

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a Unit bearing No(s). \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres (\_\_\_\_\_ sq. ft.) situated on \_\_\_\_\_ floor in the project known as “**Orion**” (the “**Project**”), having Goa RERA Registration No \_\_\_\_\_, hereinafter referred to as (the “**Allocated Unit**”) being developed & situated on Plot No. B-442 bearing Survey No. 148/0 at Village Carapur, Bicholim, Goa- 403505, for a total consideration of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) exclusive of GST, stamp duty and registration charges and other charges as more particularly mentioned herein.

| Customer Details                  |  |
|-----------------------------------|--|
| Allottee/s Name                   |  |
| Allocation Date                   |  |
| Allocated Unit No(s).             |  |
| Allocated Unit Area in sq. metres |  |

**2. Terms and Conditions:**

I/We (“**Allottee/s**”) have been informed that the Project is being developed and marketed by the House of Abhinandan Lodha® vide Errichter Infra Private Limited (“**Promoter**”) being developed as part of a larger property/ layout, at Plot No. B-442 bearing Survey No.148/0, situate, lying and being at Village Carapur, Bicholim, Goa – 403505, as part of the larger layout which is registered with the Goa Real Estate

Regulatory Authority (Goa RERA) under the name and style of project “**Orion**” having registration certificate no. \_\_\_\_\_ (“**Project**”) and the Promoter has invited applications for the same.

The Promoter has informed me/us that:

- a. Definitive Agreements/documents for the Allocated Unit(s) shall be executed in my/our favour, and I/we shall be placed in possession of the same subject to full payment towards the total consideration value alongwith all other charges as mentioned herein for the Allocated Unit(s).
- b. Features of the development are set out in **Annexure “A”** which shall be provided by the Promoter (“**Common Areas and Amenities**”) which are common for unit owners of the building and/or the larger development.
- c. The Allottee/s shall have the right to use the Common Areas and Amenities and the Clubhouse and the amenities therein along with other Unit purchasers / occupants of the Project and/or larger property and/or larger layout, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to reasonable restrictions to ensure privacy and common access to all purchaser(s) /occupant(s) of the Project and/or larger property and/or larger layout.
- d. The Common Areas and Amenities, the Clubhouse and the amenities therein shall be developed and put to such use and on such terms and conditions as the Promoter deems fit and the Promoter shall be entitled to commercially develop and utilize the Common Areas and Amenities, the Clubhouse and the amenities therein which commercial benefits shall inure solely to the Promoter, and the Allottee/s unequivocally consents to the said condition.
- e. The Promoter shall endeavour to handover the Allocated Unit(s) on or before 31<sup>st</sup> March 2030, subject to any force majeure circumstances or circumstances beyond control of the Promoter.
- f. The Promoter has further informed the Allottee/s and the Allottee/s acknowledges that some of the amenities forming part of the Common Areas and Amenities and/or Clubhouse and/or the amenities therein may not be ready at the time of the handover of possession of the Allocated Unit(s).
- g. I/We further understand that as and when necessary, the Promoter may make such additions /alteration /modifications /revisions in the sanctioned layout of the Project for the betterment of the Project/larger layout and / or as may be required under applicable law and I/we give my consent for the same. I/we further confirm that this consent shall be irrevocable and binding on me / us and / or my / our legal heirs and nominees.

### **3. Undertaking by the Allottee/s:**

- i) i) It is understood that the Promoter shall carry out the construction of the allotted Unit in accordance with approved plans, applicable laws, and regulations. I/we acknowledge

that I/we shall not carry out any structural modifications or alterations to the Unit without prior written consent of the Promoter and in compliance with applicable regulations, RERA guidelines, and the byelaws of the association/society of Unit owners in the Project.

- ii) I/We understand that post confirmation of Unit Allotment, I/we shall adhere to the payment and registration timelines as per the Payment Schedule mentioned in Clause 5. In the event I/we fail to pay the amounts due as per the applicable Payment Schedule, the Promoter shall have the right to cancel my/our Allotment, and the consequences of cancellation set out in these terms and conditions shall apply.
- iii) The eligibility for withdrawal and corresponding refund timelines are mentioned in Clause 9. I/We have understood and agree to abide by the same.
- iv) Time as to payment is of the essence and all overdue payments will bear interest at SBI MCLR+ 2% per annum.
- v) I/We understand that the Definitive Agreements/documents will be registered with the office of the relevant Sub-Registrar of Assurances at the earliest basis the appointment availability at the Registrar's office and your convenience. A title certificate issued by reputed legal counsels certifying Promoter's title to be clear and marketable shall be conclusive and binding.
- vi) This Allotment is personal to me/us and is not, directly or indirectly, transferable by me/us to any other person/entity. I/we confirm that this Allotment Letter does not create any right title or interest in my/our favour in respect of any Allocated Unit(s) and or in the Project.
- vii) The other terms and conditions of this Allotment are set out in this Allotment Letter which I/we have read and understood. The same is acceptable to me/us along with the terms and conditions of the Application Form and I/we agree to be bound by the same.
- viii) I/We declare and affirm that in case of joint allotment, failure to pay by anyone of the joint Allottee/s shall be deemed as failure to pay by both/all, and the joint Allottee/s shall be treated as a single person for the purpose of this Allotment, and both (all) shall be liable for the consequences jointly as well as severally.
- ix) This Allotment Letter and the terms hereof shall supersede all the prior discussions and correspondences (written or otherwise) between us, the Allottee/s, and the Promoter.

#### 4. Consideration:

| Sr. No. | Pricing Details                                                                |                                                      |
|---------|--------------------------------------------------------------------------------|------------------------------------------------------|
| i.      | Unit Value / Agreement Value(Rs.)                                              |                                                      |
| ii.     | Infrastructure Development Charges (Rs.)                                       |                                                      |
| iii.    | Total A + B (Rs.)                                                              |                                                      |
| iv.     | GST on Infrastructure Development Charges (Rs.)                                |                                                      |
| v.      | Landowner's Club Charges (Rs.)                                                 |                                                      |
| vi.     | Incidentals + GST on Incidentals (Rs.)                                         |                                                      |
| vii.    | All-In Price (Rs.)                                                             |                                                      |
| viii.   | Common Area Maintenance Charges for 60 months with GST@ 18% (Rs.) <sup>#</sup> | ___ psf per month charges payable along with 18% GST |
| ix.     | Corpus Fund for 12 months with GST @ 18% (Rs.) [one time charges] <sup>#</sup> | ___ psf per month along with 18% GST                 |
| x.      | Society Formation Charges (Rs.) <sup>+</sup>                                   | _____ + 18% GST                                      |
| xi.     | Stamp Duty (Rs.) <sup>**</sup>                                                 |                                                      |
| xii.    | Registration Charges (Rs.) <sup>**</sup>                                       |                                                      |

#### Notes:

1. All statutory charges and taxes will be borne by the Allottee/s as per the rates applicable from time to time.
2. Third party payments are not acceptable. Demand Drafts will have to be supported by a letter from the bank confirming that the same has been drawn from the Allottee/s account.
3. <sup>\*\*</sup>Stamp Duty & Registration Charges as mentioned above are approximate & may vary as per government notification. Government levies are additional. Any subsequent levies mandated by the competent governing authority shall be informed & payable by the Allottee/s as and when applicable.
4. <sup>#</sup>Promoter shall at its sole discretion decide to maintain the Project for 5 years. Promoter shall collect CAM charges (Calculated at Rs. \_\_\_\_/- per month per Sq. Ft of the Allocated Unit area + GST@18%) for [•] years before registration of Agreement for Sale in favour of the Allottee/s. CAM charges are indicative in nature

and subject to changes as per market conditions and/or as determined by the Promoter. GST or other relevant taxes will be over and above.

5. #Corpus fund charges (one time charge) shall be payable at possession (Calculated at Rs. \_\_\_/- per Sq. Ft for [•] months of the Allocated Unit area + GST @18%) before registration of the Agreement for Sale in favour of the Allottee/s and is subject to change in accordance with the prevailing policy.
6. +Society Formation Charges shall be payable by the Allottee/s at the time of possession of the Allocated Unit(s) before registration of Agreement for Sale in favour of the Allottee/s.
7. Unit Value / Consideration Value and Infrastructure Development Charges mentioned above is calculated basis of per square feet. Any addition or reduction in the actual area of the Allocated Unit shall be charged accordingly.
8. The above rates are calculated on a per sq. feet basis and conversion to square meter shall be at basis 1 square meter = 10.7639 square feet.

**5. Payment Schedule, Bank Details & Timelines:**

Details of next payment due for Unit No. XXXX

Booking amount received: Rs. \_\_\_\_\_/-

| Payment Schedule |          |                |
|------------------|----------|----------------|
| Milestone        | Timeline | Payment Amount |
|                  |          |                |
|                  |          |                |
|                  |          |                |
|                  |          |                |
|                  |          |                |
|                  |          |                |
|                  |          |                |

In case of non-payment as per Payment Schedule, the booking will be cancelled & deductions will apply as per the withdrawal and refund policy mentioned at Clause 9.

Payments are to be made in the bank account mentioned as per the Demand Letter.

|                |                                                              |
|----------------|--------------------------------------------------------------|
| Name           | ERRICHTER INFRA PRIVATE LIMITED COLLECTION ACCOUNT FOR ORION |
| Account Number | 99946001234567                                               |
| Bank           | HDFC BANK LTD.                                               |
| Branch         | CHURCHGATE INDUSTRY HOUSE BRANCH                             |
| IFSC Code      | HDFC0000501                                                  |

**6. Encumbrances:**

The Promoter hereby confirms that the Allocated Unit(s) is free from all encumbrances, and I/we hereby further confirm that no encumbrances shall be created on the Allocated Unit(s).

**7. Further payments:**

Further payments towards the purchase of the Allocated Unit(s) as mentioned hereinabove shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

The Allottee/s shall be liable to pay on demand, amounts towards all government levies/taxes of any nature whatsoever in relation to the Allocated Unit(s), including but not limited to, Stamp Duty and Registration charges. Any other government levies/taxes will be due as applicable when charged.

**8. Interest payment:**

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

**9. Cancellation of allotment/Withdrawal and Refund Policy:**

- i) Withdrawal request needs to be raised by writing an email to [withdrawal@hoabl.in](mailto:withdrawal@hoabl.in) alongwith a copy of the cancelled cheque of the Allottee/s.

- ii) Only those cancellation requests that are sent from the registered email id mentioned in the Expression of Interest (EOI) / Application Form shall be considered as an official request.
- iii) A cancelled cheque copy is mandatory to initiate the refund process.
- iv) Any withdrawal post Unit allocation confirmation will be treated as a cancellation and in the event of cancellation of Allocated Unit, the Promoter shall be entitled to deduct 2% of the Unit Value / Agreement Value and brokerage charges, if any, towards “Administrative charges”.
- v) On issuance of the Allotment Letter to the Applicant(s), the terms and conditions stated therein shall be binding on the Applicant(s).
- vi) Kindly note that any statutory/government taxes, levies, charges paid by the Applicant(s) shall not be refundable.
- vii) All offers/ discounts/waivers are subject to the Applicant(s)’ completing the transaction by registering the Agreement for Sale as per the terms therein. In the event the Applicant(s) cancels/ terminates the transaction at any stage, for any reason whatsoever, the Applicant(s) shall not be entitled to claim any benefit of such offers/discounts/waivers, in any manner whatsoever.
- viii) In the event of cancellation of the Expression of Interest and / or Allocated Unit(s), the Promoter shall be entitled to deal with and/or dispose of the Allocated Unit(s) in the manner it deems fit and proper, and the Applicant/s does/do not have any right on the Allocated Unit(s) and shall not have any claim or raise any objection in this regard.
- ix) Statutory/government taxes, levies, and costs, discounts, offers, if any shall not be refundable.
- x) In the event the amount due and payable is not refunded as per the timeline mentioned hereinabove, the Allottee/s shall be entitled to receive the refund amount with interest calculated as per the provisions of Real Estate (Regulation and Development) Act, 2016 and the rules thereunder.
- xi) All offers/ discounts /waivers are subject to the Allottee/s completing the transaction as envisaged herein by registering the Agreement for Sale as per the terms therein. In the event the Allottee/s cancels/ terminates the transaction at any stage, for any reason whatsoever, the Allottee/s shall not be entitled to claim any benefit of such offers/discounts/waivers, in any manner whatsoever.
- xii) In the event of cancellation of the Allocated Unit, the Promoter shall be entitled to deal with and/or dispose of the Allocated Unit in the manner it deems fit and proper, and the Allottee/s does/do not have any right on the Allocated Unit and shall not have any claim or raise any objection in this regard.

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

As per government notification (Effective 01st April 2021), TDS @1% is payable on Agreement Value (if the Agreement Value is more than Rs.50,00,000/-). You will have to pay TDS directly on the government online portal <https://www.tinnsdl.com> and provide us 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.: AAGCE9190G**

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

**11. 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. In case of NRI Allottee/s, it is Allottee/s's responsibility to ensure FEMA and other necessary compliances and the Promoter shall not be responsible for the same in any manner whatsoever.

**b. 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.

**c. Headings:**

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

- d. Please note that terms of this Allocation Letter are binding on you from the date hereof. You are requested to confirm the receipt of the Allocation Letter within [•] days of the receipt of the same but in any case, it shall be deemed that you have accepted the allotment of the Allocated Unit on the terms and conditions as specified in this Allotment Letter.**

**For Errichter Infra Private Limited**

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Authorized Signatory

**ANNEXURE “A”**  
**COMMON AREAS AND AMENITIES**

### **CONFIRMATION & ACKNOWLEDGEMENT**

I/We have read and understood the contents of this Allotment Letter and the Annexures. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

(Allottee/s)

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

Place: \_\_\_\_\_