

## ALLOTMENT LETTER

NO.

DATE:

To,

(Name of Allottee)

Subject: Allotment of Villa No. \_\_\_\_\_ being constructed on land bearing Survey No.216/53, admeasuring total area 6075 sq.mtrs. lying and being at Village Assagao, Taluka Bardez and District North Goa, (hereinafter referred as "the Said Property")

Dear Sir/ Madam,

1. We, Cosme Costa & Associates, owner of land bearing Survey No.216/53, admeasuring total area 6075 sq.mtrs. lying and being at Village Assagao, Taluka Bardez and District North Goa. We have acquired the development rights in respect of the said property.
2. We intended to develop 5 Villas with amenities on the said property.
3. We have obtained the sanctioned plans from time to time in respect of the said property from the Senior Town Planner, Mapusa No.TPB/7191/ASSG/TCP-22/4131 Dt.18/07/2022 and Village Panchayat Assagao Licence No. V.P./Ass/2022-23/1320 Dt. 11-10-2022.
4. As per the Sanctioned plan, we are entitled to construct 5 Villas comprising of 2 floors each.
5. Our Real Estate Project namely "AANGAN" of 5 Villas is registered under the provisions of The Real Estate (Regulation and Development ) Act , 2016 with the Real Estate Authority at No. \_\_\_\_\_
6. The subject matter of this letter is in respect of Villa No. \_\_\_\_ to be/ being constructed by us on the said property. (herein under referred as "The Said Villa")
7. We hereby put on record that we hereby agree to sell to you on ownership basis Villa. \_\_\_\_\_, of project "AANGAN", total carpet area \_\_\_\_\_ Sq. mtrs., terrace area \_\_\_\_\_ Sq. mtrs. and balcony area \_\_\_\_\_ Sq. Mtrs. for a total consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ being proportionate price of the common areas and facilities appurtenant to the premises.
8. You have paid to us a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (not exceeding 10% of the total consideration) as advance payment or application fee and you shall pay to us the balance amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the following manner:-

(Payment Schedule mentioned in the agreement)

9. In addition to 10% following charges you have paid to us before registration of the Agreement for Sale

- Stamp Duty : - Rs.               /- (Rupees               only)
- Registration Fee:- Rs.               /- (Rupees               only)
- Registration Expenses:- Rs.               /- (Rupees               only)
- Legal Cost, charges and expenses:- Rs.               /- (Rupees               only)
- Tax, Service Tax, Vat, GST Rs.               /- (Rupees               only)
- Total Rs.               /- (Rupees               only)

10. You hereby confirm the above mentioned payment schedule and you will make payment accordingly. Time in respect of the said payment or instalments and in respect of all amounts payable under these presents by you to us is of the essence of the contract.

11. Without prejudice to the right of promoter to charge interest in any terms of above clauses, on the Allottees committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this agreement and on the allottee committing defaults of payment of installments the promoter shall at his own option, may terminate this Agreement.

12. Issuance of this non-transferable Allotment Letter to the Allottee by the promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly the Allottee signs and execute the agreement for sale with all the conditions along with the payment due as stipulated in the above payment schedule within 15 days from the date of this Allotment Letter; and appears for registration of the Agreement for Sale before the concerned Sub Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.

13. If the Allottee fails to execute and deliver to the Promoter Agreement within 15 days from the date of this Allotment letter and / or appear before Sub-registrar for its registration as and when intimated by the promoter within the aforesaid 15 days, then the Promoter shall serve a notice to the Allottee by e-mail/ by hand/ by post/ by courier on the address given by the Allottee for rectifying the default, which if not rectified within 10 days from the date of its receipt by the Allottee, application/ Allotment of the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.

14. This allotment will be confirmed in your favour through a registration of the agreement for sale and only after fulfilment of the terms and conditions set-forth herein.

15. All payment against this Allotment letter shall be made by way of a cross demand draft drawn in favour of Cosme Costa & Associates.

16. You have inspected the approved plans and title documents of the land; however we are entitled to modify the plans as required by the TCP Department subject to fulfilment of Real Estate Regulation Act, 2016.

17. This letter is passed confirming the above arrangement. The detailed terms and conditions of sale as discussed as per the draft prepared by our Advocate was shown to you has been approved by you and agreed upon between us and the same will be set out in an Agreement for sale, which you shall execute immediately being called upon to do so. We have also shown the sanctioned layout plan along with all approvals, permission, orders in respect of the said building and project to you and you have satisfied about the same.

18. We confirm that we have not agreed to sell the said premises to anybody else nor created any encumbrances on the said premises and the title thereof is clear and marketable.

19. This Allotment shall subject to Goa Jurisdiction only.

Yours faithfully

For Cosme Costa & Associates

Partner