

ALLOTMENT LETTER

NO.

DATE:

To,

(Name of Allottee)

Subject: Allotment of Shop/Office No. ____ on ____ floor, situated in the building 'TITANIUM' being constructed on land bearing Chalta No. 50 of PT Sheet No. 52, admeasuring total area 2484 sq.mtrs. within the limits of Mapusa Municipal Council, Taluka Bardez and District North Goa, (hereinafter referred as "the Said Property")

Dear Sir/ Madam,

1. We, Cosme Costa Construction Pvt. Ltd., owner of land bearing Chalta No. 50 of PT Sheet No. 52, admeasuring total area 2484 sq.mtrs. within the limits of Mapusa Municipal Council, Taluka Bardez and District North Goa. We have acquired the development rights in respect of the said property.

2. We intended to develop ONE building on the said property. (herein under referred as "The Said Building")

3. We have obtained the sanctioned plans in respect of the said property from the North Goa Planning and Development Authority No. NGPDA/M/1570/2863/2017 dt.01/02/2017 and NGPDA/M/1570/2094/17-18 dt.07/02/2018 and Mapusa Municipal Council Licence No. 39 dt. 05/07/2017 and No. 05 dt.14/05/2018.

4. As per the Sanctioned plan, we are entitled to construct building comprising of 7 floors.

5. Our Real Estate Project namely "TITANIUM" is registered under the provisions of The Real Estate (Regulation and Development) Act , 2016 with the Real Estate Authority at Goa under Registration No. _____

6. We hereby put on record that we hereby agree to sell to you on ownership basis Shop/Office No. ____ on the ____ floor of project "TITANIUM", having a total carpet area of ____ Sq. mtrs., terrace area of ____ Sq. mtrs. and balcony area of ____ Sq. mtrs for a total consideration of Rs. _____

7. 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 _____ only) in the following manner:-

(Payment Schedule mentioned in the agreement)

8. In addition to the 10% advance payment following charges have been 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)

9. 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.

10. 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 instalments 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 10 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 10 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 10 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 Construction Pvt Ltd.

16. You have inspected the approved plans and title documents of the land; however we are entitled to modify the plans as required by Mapusa Municipal Council / NGPDA 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 been satisfied about the same.

19. 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.

20. This Allotment shall subject to Goa Jurisdiction only.

Yours faithfully

For Cosme Costa Construction Pvt Ltd

Director