

ALLOTMENT LETTER

Customer Code:

Date:

To,

If the Allottee(s) is an individual:

FIRST/SOLE APPLICANT/ ALLOTTEE

Mr./ Mrs./ Ms.

Son/ Wife/ Daughter of

Permanent Address

.....

Correspondence Address

.....

Telephone Mobile Fax

E-Mail ID Date of Birth

Marital Status: ☐ Married ☐ Unmarried

Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Nationality..... Passport / PIO Card No.

Income Tax Permanent Account / Ward No.

Profession: ☐ Govt. Employed ☐ Self Employed ☐ Private Sector ☐ Professional

☐ Others If others, please specify

Organisation Name Designation

Office Address.....

Tel. : Office Mobile Fax

Email ID

Nominee's Details

Name.....

Relationship

Address

PHOTOGRAPH

(In case nominee is a minor)

Guardian Name Relationship

Guardian's Address

SECOND APPLICANT/ ALLOTTEE

Mr./ Mrs./ Ms.

Son/ Wife/ Daughter of

Permanent Address

.....

Correspondence Address

.....

Telephone Mobile Fax

E-Mail ID Date of Birth

Marital Status: ☐ Married ☐ Unmarried

Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Nationality Passport / PIO Card No.

Income Tax Permanent Account / Ward No.

Profession: ☐ Govt. Employed ☐ Self Employed ☐ Private Sector ☐ Professional

☐ Others If others, please specify

Organisation Name Designation

Office Address

Tel. : Office Mobile Fax

Email ID

Nominee's Details

Name

Relationship

Address

PHOTOGRAPH

(In case nominee is a minor)

Guardian Name Relationship

Guardian's Address

THIRD APPLICANT/ ALLOTTEE

Mr./ Mrs./ Ms.

Son/ Wife/ Daughter of

Permanent Address

.....

Correspondence Address

.....

Telephone Mobile Fax

E-Mail ID Date of Birth

Marital Status: ☐ Married ☐ Unmarried

Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Nationality Passport / PIO Card No.

Income Tax Permanent Account / Ward No.

Profession: ☐ Govt. Employed ☐ Self Employed ☐ Private Sector ☐ Professional

Others ☐ If others, please specify

Organisation Name Designation

Office Address.....

Tel. : Office Mobile Fax

Email ID

Nominee's Details

Name

Relationship

Address

PHOTOGRAPH

(In case nominee is a minor)

Guardian Name Relationship

Guardian's Address

(Applicable in case of a company or a partnership firm)**

M/s, a company incorporated and registered under the provisions of Companies Act, 1956/2013, having its registered office at....., acting through its director/ representative duly authorized vide board resolution of the company dated (hereinafter referred to as the “Applicant/ Allottee**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, executors, assigns, liquidators, legal representatives).

PAN: (Copy of PAN Card required)

(**Note:** Copy of board resolution and certified copy of memorandum and articles of association required)

OR

** M/s, a partnership firm duly registered under the provisions of The (Indian) Partnership Act, 1932 through its partner duly authorized by resolution dated (hereinafter referred to as the “**Applicant/ Allottee**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, successors, executors, assigns).

PAN: (Copy of PAN Card Required)

(Note: Copy of partnership deed and copy of resolution signed by all the partners required)

Dear Sir/Madam,

This has reference to your application dated: _____. Please accept our heartiest thanks for showing your interest in purchasing a commercial space/ unit in our project “**Spotlite**” bearing RERA Registration no: _____ (“**Project Building**”) having commercial land admeasuring 6426.73 square meters situated at Khasra No. 1069, Rajnagar Extension (Village Noor Nagar), District Ghaziabad, Uttar Pradesh (“**Project Land**”).

We feel immense pleasure to inform you that we have accepted your application for allotment of the commercial space/ unit of your choice, details of commercial space/ unit along with total cost consideration as given below.

1. DETAILS OF SHOP/ UNIT (“Unit”)

Shop/Unit Space No. Floor

Carpet Area: Sq. Ft Sq. Mtrs.

Super Area:Sq. Ft Sq. Mtrs.

2. SALE CONSIDERATION

| | Particulars | Rate | Amount |
|------|--|--|----------------|
| A. | Basic Sale Price (BSP) | | |
| i. | BSP | Rs./- per sq. ft of carpet area | Rs./-/- |
| | | Rs./- per sq. ft of super area | |
| B. | Other Charges | | |
| i. | Preferential Location Charges (PLC) | Rs./- per sq. ft of carpet area | Rs./-/- |
| | | Rs./- per sq. ft of super area | |
| ii. | Power Backup (..... KVA) | Rs./- (Per KVA) | Rs./-/- |
| iii. | Basement Mechanical Car Parking (..... No.) | | Rs./-/- |
| iv. | IFMS (Interest Free Maintenance Security) | Rs./- per sq. ft of carpet area | Rs./-/- |
| | | Rs./- per sq. ft of super area | |
| | Total | | Rs./-/- |
| v. | Other allied charges such as electric connection deposit, electric meter installation charges, water connection charges, gas connection charges and maintenance charges are non-determinable at this stage and shall be communicated on offer of possession. These charges shall be payable by the Applicant at the time of offer of possession. | | |
| vi. | Registration charges, stamp duty and legal charges shall be payable by the Applicant at the time of offer of possession. | | |
| vii. | Government charges: Any Government charges, taxes, levies, cesses (including any future taxes, charges, levies, cesses) and including but not limited to goods and services tax, labour cess and any other statutory charges, if any, shall be payable by the Applicant as and when demanded by the Promoter in respect of the Unit. | | |

We hereby acknowledge receipt of Rs./-
(.....) paid by you at the time of booking of the Unit on
..... vide

All due payments have to be made as per the payment plan hereby enclosed in **Annexure-1** to this allotment letter ("**Allotment Letter**"). You have opted for _____ payment plan which includes a booking amount of 10% of the total cost of the Unit.

This allotment offer is valid subject to payment of balance of the booking amount of Rs. _____ within 30 days after the date of issue of this Allotment Letter and realisation of the same in our bank accounts failing which the Promoter has full discretion to cancel your booking and refund your booking amount after adjusting the costs and miscellaneous expenses as described further in this document.

TERMS AND CONDITIONS:

1. The Allottee(s) is/ are aware that having acquired the vacant possession of the Project Land, as the Promoter is constructing commercial spaces/ units of various sizes and dimensions collectively named "Spotlite" as the commercial area/ component on the Project Land and is entitled to allot the commercial spaces/ units proposed to be developed and constructed on the Project Land to the intending purchasers.
2. The Allottee(s) is aware that the sanctioned plans, specifications, time schedule for completion of the Project Building and other relevant documents/ information has been provided by the Promoter and displayed on the UP RERA website up-rera.in and the Allottee(s) has studied these documents/ information and is fully satisfied with respect to the same.
3. As per the building/ layout plan of the Project Building, it is envisaged that the commercial spaces/ units on all the floors shall be allotted as independent units and undivided proportionate share of free hold rights, in the land area underneath of its block as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty, and machinery rooms, guard rooms and other common facilities, if any, for the commercial spaces units will be used and maintained jointly by the association of allottee(s).
4. You shall be permitted exclusive right to use vehicle parking space in the Project Building. Additional parking, if available, shall be allotted at your request on an additional cost of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) per vehicle parking space. It is clarified that the location of the vehicle parking shall be identified by us at our sole and absolute discretion at the time of offering the possession of the Unit.
5. The Allottee(s) has/have fully satisfied himself/herself/themselves in all respect with regard to the details of the Unit and all common area/ facilities/ utilities of the Project Building. The Allottee(s) has/have satisfied himself/herself/themselves about the right, title and capacity of the Promoter to deal with the Unit/ Project Building and has understood all the limitations and obligations thereof.
6. You shall make timely payment of the sale price as per the payment plan attached herewith as **Annexure 1** and the payment plan opted by you is....., time being of essence. The total cost as shown in this Allotment Letter excludes the impact of the goods and service tax, cess at prevailing rates. Any revision in any kind of tax levied by the Government of India or the Government of Uttar Pradesh shall be payable by you in addition to the above cost.
7. You are aware that tax deduction at source (TDS) shall also be payable in addition to the above cost in case the above cost of the Unit being purchased by you is above Rs. 50,00,000 (Rupees Fifty Lakh) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to us as per the provisions of Income Tax Act, 1961 and rules made there under, as applicable to this transaction. Any delay in making the payment to us and/ or taxes as aforesaid shall make you liable to pay the interest to us and/ or any penalty levied by the concerned authority/ies in respect thereof.
8. This Allotment Letter shall be accompanied by, or within 30 (thirty) days of the date of this Allotment Letter the Allottee has to provide, a cheque/ demand draft/ pay order payable at Ghaziabad for the amount equivalent to the balance booking amount drawn in favour of **Spotlite Projects Pvt. Ltd. Collection A/C** or payment can be done through online banking to the following bank account no., bank, branch, RTGS/NEFT IFS Code Non-compliance with this clause shall be deemed to be cancellation of this Allotment Letter at the discretion of the Promoter, without need for any further notice by the Promoter.
9. The carpet area as given above is as per the approved drawings and sanctioned plans of the Project Building. However, we shall reconfirm the final carpet area that has been allotted to you after the

construction of the Project Building is complete, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of 10% (ten percent). The total price payable for the carpet area shall be recalculated upon confirmation by us. If there is any reduction in the carpet area within the defined limit then we shall refund the excess money paid by you within 45 (forty-five) days with annual interest at the rate specified in the agreement for sale ("**Agreement for Sale**"), from the date when such excess amount was paid by you. If there is any increase in the carpet area allotted to you, you shall pay additional amount to us at the same rate per square meter prior to taking possession of the Unit.

10. That the final finishing of the Unit shall be done after deposition of entire amount and obtaining no dues certificate from the Promoter.
11. This Allotment Letter is non-transferable or assignable without prior written consent of the Promoter. The Allottee(s) shall not sell, transfer, let out and/ or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/ or the relevant banks / financial institutions which have advanced a loan to the Allottee for purchasing the Unit, till full amounts in relation to the Unit have been received by the Promoter and the Allottee has taken possession of the Unit.
12. Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until the Allottee signs and delivers the Agreement for Sell with all the schedules (**Format available in Annexure 2**) along with the payments due as stipulated in the attached payment plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or to be treated or deemed as Agreement as contemplated under the provisions of law.
13. It shall be the responsibility of the Allottee(s) to inform the Promoter in writing if there are any subsequent changes in the address of the Allottee(s) or other relevant contact details, else the address/ contact details given by the Allottee(s) shall be used for all correspondence and such correspondence shall be deemed to have been received by the Allottee(s).
14. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sale within 30 (thirty) days from the date of this Allotment Letter and/ or appear before the Sub-Registrar for its registration as and when intimated by the Promoter within the aforesaid period of 30 (thirty) days, then the Promoter shall serve a notice to the Allottee by e-mail/ hand/ post/ courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, this allotment can be treated as cancelled at the discretion of the Promoter and as a consequence of such cancellation the booking amount paid by the Allottee shall be forfeited subject to maximum of 10% (ten percent) of the total cost of the Unit towards the cancellation charges and in addition recovery of broker's charges if the booking has been done by the Allottee(s) through a broker or agent. No interest or any type of compensation whatsoever shall be payable in such cases.
15. If the Allottee(s) intends to cancel this Allotment Letter and gives the same in writing OR this Allotment Letter is otherwise deemed to have been cancelled under Clause 8 of this Allotment Letter, then and as a consequence of such cancellation the booking amount paid by the Allottee shall be forfeited subject to a maximum of 10% (ten percent) of the total cost of the Unit towards the cancellation charges and in addition recovery of broker's charges if the booking has been done by the Allottee(s) through a broker or agent. No interest or any type of compensation whatsoever shall be payable in such cases.
16. The Allottee(s) hereby confirms, agrees and acknowledges that, if booking of the said Unit is done through any real estate agent or broker, then in such event the Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such agent/ broker. Allottee(s) further agrees and confirms that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such agent/ broker with Allottee(s).

17. The images, audio-visuals, show units, marketing documents/ presentations/ prospectus/ website by the Promoter may show additional features, additional fixtures, loose furniture etc. to provide you the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications shall only be as detailed separately in the Agreement for Sale and its annexures.
18. That in the case where the project is progressed ahead of schedule or completed before time or occupancy is handed over to the Allottee(s) before scheduled date then purchasers too will mandatorily pay their dues in accordance with the existing stipulations/ actual stage wise completion of construction and no penalty/ interest/ costs can be imposed on the Promoter for such preponement of construction.
19. The Allottee(s) shall use the Unit only and exclusively for the permitted commercial purposes which shall be explicitly allowed in the zone wise usage plan to be declared by the Promoter before the possession of the Unit. However, usage for residential use/ industrial use of any kind and/ or for opening a liquor shop, meat shop, garbage shop etc. shall not be permitted.
20. The Allottee (s) shall also not use the car parking(s) allotted to him/her/they for any purpose other than for parking cars or two wheelers.
21. A regular and detailed Agreement for Sale under the applicable law will be executed in due course of time. The provisions of the Agreement for Sale to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement for Sale. That the terms and conditions mentioned in the Agreement for Sale provided here in **Annexure 2** are obligatory and have a binding effect on Allottee(s).
22. Stamp duty and registration charges and other registration costs in respect to the Unit for registration of the Agreement for Sale and conveyance deed will be paid by the Allottee(s) only.

For Spotlite Projects Private Limited
("Promoter")

Authorised Signatory

I/We hereby declare that I/we have gone through and understood the terms and conditions mentioned above and shall abide by the same.

(Signature of primary Allottee)

(Signature of second Allottee)

(Signature of third Allottee)

“Annexure 1”

PAYMENT PLAN

| |
|--|
| |
|--|

The Allottee(s) have opted for _____ payment plan given above. The sale price is applicable only for this payment plan.

Annexure 2

Please see the format for Agreement for Sale at our website at the following link:

Additionally, you can see a hard copy of this format at our following offices:

a) Corporate office at _____

b) Project site office at _____