

ALLOTMENT LETTER

Ref. No. _____ /

Date: _____

To,

1.) If the Allottee(s) is an individual:

Name (Primary Allottee): _____

Son of/Daughter of/Wife of: _____

Address: _____

_____*Photograph of primary allottee*

Contact No.: _____

PAN no.: _____

Aadhar No.: _____

Email ID: _____

Name (Second Allottee): _____

Son of/Daughter of/Wife of: _____

Address: _____

_____*Photograph of second allottee*

Contact No.: _____

PAN no.: _____

Aadhar No.: _____

Email ID: _____

(Copy of PAN and Aadhar cards required for the above Allottees)

2.) If the Allottee is a Partnership Firm/LLP

M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932/ Limited Liabilities Partnership Act 2008 having its Registered Office at _____, through its partner Mr./Ms. _____ authorised vide resolution dated _____ (*copy of resolution signed by all partners required*)

Registration No.: _____ PAN: _____

(Certified copy of Resolution of Partners, copy of registration/incorporation certificate and copy of PAN card required)

3.) If the Allottee is a company:

M/s _____ a company within the meaning and provisions of the Companies Act,2013, having its corporate identification No. _____ and having its Registered office at _____ through its duly authorized signatory Mr. / Ms. _____ authorize vide Board Resolution dated _____

(Certified copy of Board Resolution along with certified copy of Memorandum and Articles of Association and copy of PAN card required).

4.) If the Allottee is a HUF:

Mr. _____ (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF ,having its place of business/residence at _____, PAN No. of HUF _____.

(Copy of Aadhar Card of Karta & PAN card of HUF required)

Dear Sir/Madam,

This has reference to your application dated _____.

Please accept our heartiest thanks for showing your interest in purchasing Commercial space in our Project "**OXY HI STREET**" bearing RERA Registration no: _____ having commercial use situated at Plot No. C-3 situated at Koyal Enclave Yojna, Ghaziabad, Uttar Pradesh, India – 201005, Uttar Pradesh, duly approved by the Competent Authority/Ghaziabad Development Authority vide approved map vide Sanction Letter having file no. GDA/BP/22-23/0323 dated 17.05.2023.

We feel immense pleasure to inform you that we have accepted your application for allotment of a Commercial space as per details below for a Total Consideration of Rs. _____ (hereinafter the "Sale Price").

Unit No.		
Unit Type	COMMERCIAL	
Floor No.		
Carpet area		
Super area	Sq. Mtrs. OR	sq. ft.
Rate (GST extra as applicable)	Sq. Mtrs. OR per Sq. Mtrs. OR	sq. ft. per sq. ft.

- (i) The Sale Price mentioned above is exclusive of GST as applicable.
- (ii) A detailed breakup of the Sale Price and the list of additional charges as payable in addition to the Sale Price is listed under **Annexure-1**.

Further, we hereby acknowledge receipt of Rs. _____ paid by you at the time of application (as advance payment) of above Unit on.....(date) vide.....(payment instrument) which is being adjusted towards the Booking Amount. The total booking amount shall be 10% of Sale Price of the Unit and the same shall be considered to be the earnest money deposit towards the Unit.

All payments must be made strictly as per the _____ payment plan (hereinafter the "Payment Plan") annexed herewith as **Annexure-2** to this Allotment Letter.

This allotment offer is valid subject to payment of balance booking amount of Rs. _____ within 30 days of the date of this Allotment Letter and realisation of the same in our bank accounts failing which the company has full discretion to cancel your booking and process the refund as per the provisions of this Allotment Letter.

This Allotment is subject to the following terms and conditions which are deemed to be duly understood and accepted by you (hereinafter the "Allottee")

TERMS AND CONDITIONS

- 1.) The Allottee(s) is/are aware that the vacant possession of the land bearing no. Plot No. C-3 situated at Koyal Enclave Yojna, Ghaziabad, Uttar Pradesh, India – 201005 (hereinafter the "Project Land") was acquired by Sh. Deepak Gambhir from Ghaziabad Development Authority vide letter of possession dated 07.06.2022.
- 2.) The Allottee(s) is/are aware that Sh. Deepak Gambhir entered into a consortium agreement dated 04.03.2022 with M/s Oxy Heightz Infra LLP (hereinafter the "Promoter"), registered on 04.03.2022 vide Book No. 4, Vol. No. 1748 at page 141 to 220 at serial no. 1420 before Sub Registrar, Sadar – III, Ghaziabad (hereinafter the "Consortium Agreement") for constructing Units of various sizes and dimensions collectively named "Oxy Hi Street" as the Commercial Complex on the Project Land.
- 3.) The Allottee(s) is/are aware that the Promoter has received the possession of the Project Land and in accordance with the provisions of the Consortium Agreement, the Promoter is entitled to allot the Units proposed to be developed and constructed to the intending Allottee(s).
- 4.) The Allottee(s) is aware that the sanctioned plans, specifications, schedule for completion of the project, and other relevant documents/ information have been provided by the Promoter and displayed on the UP RERA website up-rera.in. and that the Allottee(s) has/have studied such documents/ information and is/are fully satisfied.
- 5.) The Allottee(s) has/have fully satisfied himself/herself/themselves in all respect about, all the details of the Unit and all common area/facilities/ utilities. The Allottee(s) has/have also satisfied himself/herself/themselves about the right, title, and capacity of the Promoter to deal with the Unit/Project and has understood all the limitations and obligations thereof.

- 6.) The Allottee(s) has/have fully satisfied himself/herself/themselves in all respect about the detailed specifications for the Unit to be constructed which are as given under **Annexure-3**.
- 7.) The Allottee(s) undertake(s) to make timely payment of the sale price as per the Payment Plan opted by the Allottee(s) which is attached herewith as **Annexure-2**, time being of the essence. Any revision in any kind of tax levied by the Government of India or Government of Uttar Pradesh shall be payable by Allottee(s) in addition to the above cost. In case of non-compliance by Allottee(s) with this clause, the Promoter at its sole discretion may cancel this allotment in accordance with the process of cancellation as provided under the provisions of this Allotment Letter.
- 8.) The Allottee(s) is/are aware about the provision to deduct TDS from the above cost price in case the above cost of the property being purchased is above Rs. 50,00,000/- (Rupees Fifty Lakh Only) in accordance with the applicable rates as per the Income Tax Act, 1961. The Allottee(s) shall pay the TDS to the Government and deliver the relevant TDS certificate, challan, receipt, and other relevant documents to us as per the Act and rules made there under, as applicable to this transaction. Any delay in making the payment to the Promoters and /or taxes as aforesaid shall make the Allottee(s) liable to pay the interest to the Promoter and/or any penalty levied by the concerned authority/ies in respect thereof.
- 9.) The Allottee(s) is/are aware that this Allotment Letter shall be accompanied by, OR the Allottee(s) shall within 30 days of the date of this Allotment Letter make, payment for the amount equivalent to the balance Booking Amount. Non-compliance with this clause shall be deemed to be cancellation of this Allotment Letter at the discretion of Promoter, without need for any further notice by the Promoter and the Promoter may cancel this allotment in accordance with the process of cancellation as provided under the provisions of this Allotment Letter.
- 10.) The Allottee(s) is/are aware that the Booking Amount which shall be 10% of the Sale Price of the Unit shall be considered to the Earnest Money Deposit for all intents and purposes and shall be subject to forfeiture in the event of cancellation of the Unit in accordant with the provisions of this Allotment Letter.

11.) The Allottee(s) is/are aware that all payments in respect of the Unit booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of: A/c Name:

A/c No.: _____; Payable At: _____

No payment should be made in cash and if any claim of cash payment is made by the Allottee(s) then such claim shall be summarily rejected by the Promoter.

12.) The Allottee(s) is/are aware that the carpet area as given above is as per approved drawings. However, the Promoter shall recalculate the final Carpet area that has been allotted to the Allottee(s) after the construction of the building is complete and by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be adjusted upon recalculation by the Promoter. In case of any reduction in the carpet area within the defined limit the Promoter shall refund the excess money paid to the Allottee(s), if any. In case of increase in the carpet area of the Unit allotted to Allottee(s), the Allottee(s) shall be liable to pay the additional amount to the Promoter at the same rate per square meter before taking possession of the Unit.

13.) The Allottee(s) is/are aware that the final finishing of the Unit shall be done by the Promoter only after the entire amount payable by the Allottee(s) is received by the Promoter and no dues certificate is received by Allottee(s).

14.) The Allottee(s) is/are aware that this allotment is non-transferable or assignable without the 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 the prior written permission of the Promoter till no dues certificate is received by Allottee(s) from the Promoter and Allottee has taken possession of the Unit.

15.) The Allottee(s) is/are aware that 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, Firstly, the Allottee(s) sign(s) and deliver(s) the 'Agreement for Sale' with all the schedules (format available as information as described in Annexure 3) along with full balance payment of the Booking Amount within 30 (thirty) days from the date of this Allotment letter; and Secondly, the Allottee(s) appear(s) 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 nor to be treated nor to be deemed as Agreement for Sale as contemplated under provisions of law.

- 16.) The Allottee(s) is/are aware that it shall be the responsibility of the Allottee(s) to inform the Promoter in writing if there are any subsequent changes in their address or other relevant contact details otherwise the address/contact details given by the Allottee(s) shall be used for all correspondence and such correspondence addressed to the address of the Allottee(s) shall be deemed to have been received by the Allottee(s). Any communication made to the Primary/First Allottee shall be deemed to be made to both or all joint Allottees(s)
- 17.) The Allottee(s) is/are aware that if the Allottee(s) fail(s) 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 AND/ OR pay the full booking amount, then the Promoter shall be entitled to cancel this Allotment.
- 18.) The Allottee(s) is/are aware that in event of any default on part of the Allottee(s) which entitles the Promoter to cancel this Allotment, the Promoter shall serve a notice of cancellation to the Allottee(s) by hand or by e-mail/by post/by courier on the email/address given by the Primary Allottee for rectifying the default which if not rectified within 15 (fifteen) days from the date of the receipt of such notice by the Primary Allottee, this Allotment shall be treated as cancelled at the discretion of Promoter.
- 19.) The Allottee(s) is/are aware that if the Allottee(s) apply for cancellation of this Allotment in writing OR this Allotment is otherwise cancelled by the Promoter under the provision of this Allotment, then the Allottee(s) shall be entitled to refund of any amount paid by the Allottee(s) after forfeiting the booking amount/earnest money which will be 10% of the unit cost and after the deduction of broker's charges, if the booking was done by the Allottee(s) through a broker or agent. No interest or any type of compensation whatsoever shall be payable by the Promoter in such cases.
- 20.) The Allottee(s) hereby confirm, agree, and acknowledge that, if the booking of the said Unit is done through any Real Estate Agent or Broker, Promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker in any manner whatsoever. The Allottee(s) further agree and

confirm that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between Allottee(s) and such Agent/Broker.

- 21.) The Allottee(s) is/are aware that the images, audio-visuals, shown in the marketing documents/ presentations/prospectus/ website by the Promoter may show additional features, external views, internal views, elevations, façade, colour schemes, additional fixtures, loose furniture, etc. to provide a conceptual sense of the possible lifestyle to the Allottee(s) and such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s). The committed layout and specifications shall only be as provided in the Agreement for Sale and its annexures.
- 22.) The Allottee(s) is/are aware that Allottee(s) may at his/her/their discretion and cost may avail loan from a Bank/financial institution. The Promoter shall under no circumstances be held responsible for the non-sanctioning of loan to the Allottee(s) for any reason whatsoever. The payment of instalments/any other dues to the Promoter shall not be linked to the loan availed/ to be availed by the Allottee(s).
- 23.) The Allottee(s) is/are aware that in case the Project is progressed ahead of schedule or completed before time or occupancy is handed over to the Allottee(s) before the scheduled date then Allottee(s) will mandatorily pay their dues ahead of the original schedule in accordance with the existing stipulations/actual stage-wise completion of construction and no penalty/ interest/ costs shall be imposed on the Promoter for such advancement of the construction schedule.
- 24.) The Allottee(s) is/are aware that a detailed 'Agreement for Sale' under the applicable law will be executed in due course of time. The provisions of the agreement to be executed shall have precedence over this Allotment Letter and this Allotment Letter shall stand superseded on the execution of such agreement. That the terms and conditions mentioned in the 'Agreement for Sale' are provided herein as informed in **Annexure-4** are obligatory and shall have a binding effect on Allottee(s).
- 25.) The Allottee(s) is/are aware that the stamp duty, registration fees and legal fees for the Agreement for Sale and Conveyance Deed with respect to the Unit shall be borne by the Allottee(s) only and the same shall be in addition to the costs/charges listed under **Annexure-1**.
- 26.) The Allottee(s) is/are aware that any other statutory charge(s), fee(s), tax(es), duty(ies) as may be levied by the Government or the Local Authority in future, which may be

recoverable from the Allottee(s), shall be payable by the Allottee(s) in addition to the costs/charges listed under **Annexure-1**.

For M/s OXY HEIGHTZ INFRA LLP.

Authorised Signatory

I/We hereby declare that I/We have gone through and understood the terms and conditions mentioned above and have seen and satisfied myself/ ourselves with all the information mentioned herein including in the Annexures and, I/We agree to be bound with the same.

(Signature of Primary Allottee)

(Signature of Joint Allottee)

“Annexure 1”
SALE PRICE BREAKUP

S.No.	Item	Unit of measurement	Rate (Rs.)	Quantity in sq. ft.	Total (Rs.)
1	Sale Price	sq. ft. Carpet area			
2	GST on Sale Price				
TOTAL PRICE					

ADDITIONAL CHARGES

S. No.	Item	Unit of Measurement	Rate (Rs.)	Total
1.	Power Backup &	Per KW		
2.	Electric Meter Connection	Lump Sum		
3.	Water Connection Charges	Lump Sum		
4.	Interest Free Maintenance Security	sq. ft. Carpet area		
5.	Advance Maintenance for 1 year	sq. ft. Carpet area		
6.	External Electrification Charges (EEC)	sq. ft. Carpet area		
7.	Fire Fighting Charges (FFC)	sq. ft. Carpet area		
8.	Mandatory Shop Signage Charges	Lump Sum		
9.	Air Conditioning Charges (ACC)	Lump Sum		

“Annexure 2”

PAYMENT PLAN

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

ANNEXURE-3
OXY HI STREET
COMMERCIAL COMPLEX SPECIFICATIONS

atrium/lobbies&commonareas

Flooring	-	Stone/TilesFlooring
Ceiling	-	Exposed RCC with running Services Area / False Ceiling in lobbies and corridors
Painting	-	OBDPaint
Railing	-	MSRailing.
Walls	-	Plaster withPaint with Oil Bound Distemper.
Electricity	-	Common Area & Corridor lighting
Fire Fighting	-	As per Fire safety specifications.
Air Conditioning	-	No

STAIRCASES

Flooring	-	Stone Flooring / Concrete Finish
Ceiling	-	Whitewash
Painting	-	OBDPaint
Railing	-	MSRailing

COMMONTOILETS

Toilets	-	Male & Female Separate Toilets on each floor
Flooring	-	TileFlooring
Painting	-	Oil Bound DistemperPaint
Walls cladding	-	Wall tiles up to door height
WC	-	European WC
CPfittings	-	Chromefinish

RETAILS/SHOPS

Flooring	-	RCC Slab floor (Flooring to be done by buyer).
Walls	-	Partition Walls.
Ceiling	-	Exposed RCC Ceiling.
Doors	-	MS rolling Shutter on opening.
Electricity	-	Meter with Electrical Point CabletillShop.
Air Conditioning	-	AC provision will be provided by developer, Individual units to be installed by Buyer.
Fire Fighting	-	As per fire safety specifications.
External Façade	-	As per design.

STRUCTURE

RCC slab and column structure with masonry partitions

Lifts and stair cases connecting Retail levels

SECURITY

Video Surveillance	-	At appropriate location of all floors
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LIFESAFETY

WetRiser/HoseReels/	-	
Sprinklers/Fire Extinguishers	-	Provided as per Fire safety specification.

HVAC

Ventilation and Exhaust	-	Provided for All Common toilets.
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ELECTRICAL

Distribution	-	Provision of cable up to U Distribution Board
Emergency Lighting	-	Emergency lighting in selected common area

POWER BACK UP

Power back up for common services.

Configuration of Floors

The super structure (above the two basements) consists of Lower Ground Floor, Ground Floor, First Floor, Second Floor, Third Floor as per the approved drawing of the GDA. Due to restrictions in the UP-RERA website registration portal, Lower Ground Floor and Ground Floor cannot be shown as such. Therefore, in the UP-RERA registration portal, the floors in the super structure are shown as follows:

AS SHOWN IN GDA APPROVED DRAWINGS	AS SHOWN ON UP-RERA PORTAL
Lower Ground Floor	Basement
Ground Floor	Ground Floor
First Floor	First Floor
Second Floor	Second Floor
Third Floor	Third Floor

The allotments of units shall be as per the nomenclatures and specifications as shown in the GDA approved drawings.

“Annexure 4”

FORMAT OF THE “AGREEMENT TO SELL”

The format for “Agreement To Sell” is also available at:

1. the URL: _____ The website at
2. at the URL: _____ UP RERA Portal
3. _____ Regd. office at
4. _____ at _____ Project site office