

ALLOTMENT LETTER

Ref. No. _____/
To,

Date: _____

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

Name **(Primary Allottee):** _____

Son of/Daughter of/Wife of: _____

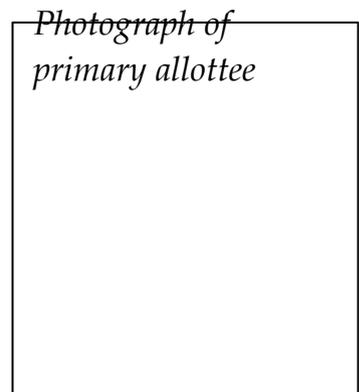
Address: _____

Contact No.: _____

PAN no.: _____

Aadhar Card: _____

Email ID: _____



Name **(Second Allottee):** _____

Son of/Daughter of/Wife of: _____

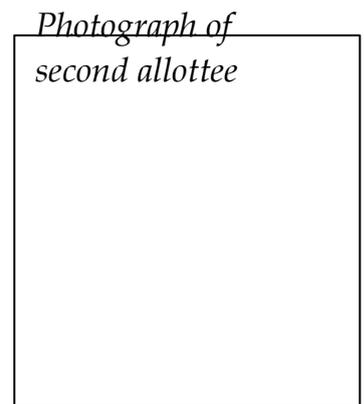
Address: _____

Contact No.: _____

PAN no.: _____

Aadhar _____

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:

.(*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 _____ (*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 & PAN card required)

Dear
Sir/Madam,

This has reference to your Application dated: _____. Please accept our heartiest thanks for showing your interest in purchasing Apartment in our Group Housing Project **“Nimbus The Palm Village”** bearing RERA Registration no: _____

located at plot number GH-03, situated at Sector 22-A, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, (U.P.), duly approved by the Yamuna Expressway Industrial Development Authority (YEIDA) office at First Floor, Commercial Complex, Sector-Omega-1(P-2), Greater Noida, District Gautam Budh Nagar, U.P. vide approval / sanction letter bearing no.

We feel immense pleasure to inform you that we have accepted your application for allotment of an apartment as per details below for a Total Sale Price of

Rs. _____ (Sale Price),

Apartment No.	
Apartment Type	
Floor No.	
Carpet area	_____ Sq. Mtrs. OR _____ sq. ft.
Rate	_____ Sq. Mtrs. OR _____ sq. ft.

The Total Sale Price mentioned above is excluding of G.S.T., if there is any changes in G.S.T. rates, the differences shall be bear or credited by the Allottee.

A detailed breakup of Total Sale Price of given above apartment is provided in **Annexure-A**.

We hereby acknowledge receipt of _____ paid by you at the time of application (as application amount) of above apartment on.....(date) vide.....(payment instrument) which is being adjusted in the **Booking Amount**.

All due payments have to be made as per Payment Plan as per enclosed **Annexure-B** to this allotment letter. You have opted _____ payment plan which

includes a booking amount of 10% Total Sale Price of apartment , which excludes the taxes and other costs.

**TERMS AND
CONDITIONS:**

- 1) The Allottee/(s) is/are aware that the promoter is developing the Group Housing Project under the name & style “Nimbus The Palm Village” on the Plot No. GH-03, Sector 22-A, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, (U.P.) admeasuring 47776.52 sq. mtrs (hereinafter referred to as the “allotted plot”) and the promoter is entitled to allot the apartment constructed or to be constructed to the intending Allottee/(s).
- 2) 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 the Allottee(s) has studied these documents/ information and is fully satisfied.
- 3) The Allottee/(s) has/have fully satisfied himself/herself/themselves in all respect about, all the details of the apartment and all common area/facilities/utilities. The Allottee(s) has/have satisfied himself/herself/themselves about the right, title, and capacity of the promoter to deal with the apartmen/project and has understood all the limitations and obligations thereof.
- 4) The Allottee/(s) shall make timely payment of the total price of apartment as per opted **PAYMENT PLAN** which is hereby attached as **Annexure B**, 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 you in addition to the above cost. In case of non-compliance with this clause, the Promoter at its sole discretion may cancel this allotment in accordance with the process of cancellation as provided under clause 9 of this Allotment Letter.

- 5) All payments in respect of the booked apartment shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of **IITL-NIMBUS THE PALM VILLAGE, Account No....., Payable at.....**(give account details for electronic transfer). No payment should be made in cash and if any claim of cash payment is made by the Allottee then such claim shall be summarily rejected by the Promoter.
- 6) The Allottee/(s) is/are aware to deduct TDS, if the price of booked apartment is above Rs. 50 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 Act 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.
- 7) That the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the Allottee/(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the YEIDA's lease. If Allottee/(s) opted for Down Payment /Self-Financed Flexi Plan and failed to comply the payment schedule then his/her payment plan shall be compulsorily converted to Construction & Time Linked Plan, and the rebates offered under above mentioned plans shall be automatically withdrawn without any prior intimation.
- 8) The additional compensation/price (if any) payable to any govt., authority or antecedent owners of the projects land/or any part of it if required to be paid by Firm after the date of booking as a consequence of any order from any Court of competent jurisdiction or as directed by the govt. authority shall be charged additionally from the Allottee/(s) and the Allottee/(s) shall make payment of the same without any demur and shall not raise any objection for the same.
- 9) That the Firm shall have the right to cancel the booking of said apartment in such conditions;
 - a) If the Allottee/(s) fails to execute and deliver to the Firm the Agreement for Sale within 30 (thirty) days from the date of allotment letter; in such cases the Firm shall serve a notice to the Allottee/(s) by e-mail/by hand/by post/by courier on the address given by the Primary Applicant for rectifying the default which or if not rectified

within 15 (fifteen) days from the date of its receipt by the Primary Allottee, this Allotment can be treated as cancelled at the discretion of Firm.

- b) If the Allottee/(s) fails to pay any installment(s) or interest as the case may be, within 30 days from the due date of such payment or if at any point of time it is found that the Allottee/(s) has given incorrect information or has intentionally suppressed material facts,

In such cases, the Firm shall have the right to cancel the allotment and forfeit the entire Registration/Booking Amount which will be 10% of Total Sale Price of apartment and the Allottee/(s) shall be left with no right or lien on the said unit/apartment or any part of the land. The amount paid, if any, over and above the Registration/Booking Amount shall be refunded by the Firm without any interest within 90 days from the date of such cancellation after adjustment of any other charges due from the Allottee/(s). No interest or any type of compensation whatsoever shall be payable by the Firm in such cases.

- (c) In case at any stage, the allottee/(s) seeks cancellation of the allotment and/or refund of the amount deposited by him/her/them, the Firm may, at its discretion forfeit the Booking/Registration Amount which will be 10% of Total Sale Price of apartment. However, in case the Firm decides to refund any amount it shall be made within 90 days from the date of request and shall not carry any interest, compensation or claim whatsoever.
- 10) The delay in payment of installments shall attract interest @ MCLR+1 p.a. calculated and payable from the due date of outstanding amount.
- 11) Allottee may at his/her/their discretion and cost may avail loan from 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).
- 12) The Allottee/(s) hereby confirm, agree, and acknowledge that, if the booking of the said apartment is done through any **Real Estate Agent or Broker**, then in that event Firm shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. Allottee/(s) further agree and confirm that Firm shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Allottee/(s).
- 13) The images, audio-visuals, show apartments/flats/units 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 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.

- 14) The carpet area as given above is as per approved drawings. However, we shall reconfirm the final Carpet area that has been allotted to you after the construction of the building is complete, by furnishing details of the changes, if any, in the carpet area. 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. If there is an increase in the carpet area allotted to you, you shall pay the additional amount to us at the same rate per square meter and before taking possession of the apartment.
- 15) That the layout plan of the entire project as drawn by the Firm is subject to change, if deemed necessary by the Firm or as may be required by the regulatory authorities of YEIDA, or any other statutory authorities specified in this behalf. Such alternations may include change in the area of apartment, floors, towers, number of apartment, location and increase / decrease in the number of car parking slots and any other changes allotted to the Allottee/(s). All such changes either at the instance of the regulatory authorities or otherwise, shall be final and binding on the Allottee/(s). Further, subsequent to such changes if there is any increase / decrease in the carpet area of the apartment or an apartment becomes preferentially located, then revised price and/or PLC shall be payable / adjustable at the original rate at which the apartment has been booked for allotment.
- 16) In case the competent Authorities grant any additional FAR / construction rights over the project lands, the same shall be available to the Firm, to the exclusion of all others.
- 17) That the Allottee/(s) having opted for car parking and if allotted then such car parking space shall form an integral part of the apartment and cannot be transferred independent of the apartment. Any additional car parking space may be allocated upon request on a first-come-first-served basis but at the sole discretion of the Firm, subject to availability and upon payment of such charges as may be decided by the Firm. The Firm's decision in this regard shall be final. The Allottee/(s) shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the

apartment.

- 18) The Allottee/(s) is aware that for the purposes of maintenance and management of the project, the Firm would be appointing a facility management company, at its sole discretion without any reference to the Allottee/(s) and other occupants of the project on such terms and conditions as the Firm may deem fit and the Allottee/(s) agrees and consents of the same. The Allottee/(s) acknowledges that the Firm may also retain some portion /units/apartments in the project which may be subject to different terms of use as may be permissible under law, and the Allottee/(s) shall not raise any objections with respect to the same.
- 19) The Allottee/(s) agrees and undertakes to pay all charges on actual basis towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities [excluding internal maintenance within the unit/apartment] etc, as may be levied by Firm or condominium/association of unit/apartment holders at the project/project or by the maintenance agency/property manager appointed for the said purpose by Firm. The Allottee/(s) acknowledge that Firm is entitled charge advance maintenance charges for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession.
- 20) The Firm is absolutely free and competent to offer the possession of unit/apartment on achieving the state under the Deemed Completion Category as envisaged by UPRERA. The expression 'Deemed Completion' shall mean and construed as per letter of Uttar Pradesh Real Estate Regulatory Authority bearing Ref. No. 8208/U.P. RERA/20th Meeting/Office Order/2019-20 dated 16.9.2019, Deemed Completion means when Firm has all essential 4 (Four) NOC's namely, Electrical safety certificate, Fire safety certificate, Structural engineer's certificate and Lifts installation / safety certificate and accompanying the above NOC's once the Firm had submitted application to the Authority for grant of its OC/or Part OC as the case may be & there is no communication regarding rejection or discrepancies in submitted application, in that case from 8th working day counted from submission of application, it will be treated as Deemed Completion.
- 21) The completion time period shall stand reasonably extended on account of (i) any force majeure events like Pandemic, Lockdown, Natural Disaster, NGT restrictions, construction ban or any delay caused by the government authorities in granting approvals, affecting the regular development of the real estate project and/or (ii) reasons beyond the control of the Firm and/or its agents and/or (iii) due non-compliance on the part of the Allottee/(s) including on account of any default on the part of the Allottee/(s). The time period lost during the continuance of

above events along with such additional period till the resumption of all activities to its normal state shall explicitly excluded from agreed possession date.

- 22) That is the case where 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 purchasers too 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 can be imposed on the promoter for such preponement of construction.
- 23) This Letter 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 apartment in any manner whatsoever without obtaining the prior written permission of the Promoter.
- 24) 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) signs and delivers the 'Agreement for Sale' with all the schedule. This Allotment Letter is not meant or to be treated or deemed as Agreement for Sale as contemplated under provisions of law.
- 25) The Allottee/(s) shall execute Agreement for Sale within 30 (thirty) days from the date of this Allotment Letter.
- 26) A Regular and 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 this Allotment Letter shall stand superseded on the execution of such Agreement.
- 27) 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 shall be deemed to have been received by the Allottee/(s). Any communication made to the Primary/First Allottee/(s) shall be deemed to be made to both or all Allottees/(s).
- 28) That the specifications and nomenclature of floors shall be as per the apartment Specifications for attached as **Annexure – C**.

- 29) That the final finishing of the apartment shall be done by the Promoter with 30-45 days only after the receipt of the total consideration and obtaining the no dues certificate by the Allottee/(s) from the Promoter.
- 30) If any of the cheques of the Allottee/(s) gets dishonored for any reason whatsoever, Firm shall be fully entitled at its sole discretion, to cancel the booking and to forfeit Booking cum Earnest Amount. However, Firm may, at its sole discretion, after its right to cancel the booking by charging cheque dishonor charges as applicable provide the Allottee/(s) promptly pay all the due amount along with interest. In case, the Firm persists with cancellation of booking for the reasons of dishonor of any cheque used by the Allottee/(s), the Firm has apart from other rights and claim against the Allottee/(s) i.e. forfeiture of Booking cum Earnest Amount, the Firm has a legal right to initiate appropriate legal proceeding against the Allottee/(s) resulting from such dishonor of cheque.
- 31) That upon completion of apartment and receipt of full consideration and other charges, if any payable by the Allottee/(s), a Tripartite Sub-Lease Deed shall be executed in favour of the Allottee/(s) on the format approved by the YEIDA. All expenses towards execution of the said sub-lease deed shall be borne by the applicant/(s)/allottee/(s).
- 32) Stamp duty and registration costs in respect to the captioned Apartment/Flat, for Agreement for Sale, and Conveyance Deed will be paid by the Allottee/(s) only.

For

IITL-NIMBUS THE PALM VILLAGE

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, agree to the same, and shall abide by the same.

(Signature of Primary Allottee)

(Signature of second Allottee)

“Annexure
A”

SALE PRICE
BREAKUP

S.No.	Ite	Unit of measureme	Rate	Quantit v in sq.	Value (Rs.)
1	Basic selling price (BSP)	sq. ft. Carpet area			
2	GST				
3.	Maintenance Charges for 1 year	Sq. Ft. Carpet Area			
4.	GST				
5.	EDC/IDC*	Sq. Ft. Carpet Area			
6.	Power Backup	KVA connected			
7.	Preferential Location Charges	Sq. Ft. Carpet Area			
TOTAL SALE PRICE					
=					

***NOTE:** EDC/IDC refers to external development charge and/or internal development charge payable to the competent authority or any other statutory/ Government Authority. The charges indicated herein are as per known demand of the concerned authorities but if there is any increase in EDC/IDC or any new imposition of development charges, infrastructure charges or any other charges of this nature then such additional charges shall be payable by the allottee(s) in addition to the above-mentioned sale price.

**ANNEXURE-C
SPECIFICATION**