

ALLOTMENT LETTER

Ref. No. _____/

Date: _____

To,

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

Name(**Primary Allottee**): _____

*Photograph of primary
allottee*

S/W/D of: _____

Nationality: _____

Occupation _____

Address: _____

Contact No.: _____

PAN no. : _____

Aadhar Card No.: _____

Email ID: _____

Name (**Second Allottee**): _____

S/W/D of: _____

Nationality: _____

Occupation: _____

Address: _____

Contact No.: _____

PAN no.: _____

Aadhar Card No.: _____

Email ID: _____

*Photograph of second
allottee*

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

2.) If the Allottee is a Partnership Firm;

M/s _____ a partnership firm duly registered under the Indian Partnership Act, 1932, through its part Mr./Ms _____ authorised vide resolution dated _____ (copy of resolution signed by all partners required). Registration No.: _____ PAN: _____. (Copy of PAN card required.)

4.) 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 required).
PAN: _____ (Copy of PAN card 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 “**RST Galleria**” bearing RERA Registration no: **UPRERAPRJ15652** having commercial land use, situated at Plot No.C-3, situated in Sector – ALPHA-II, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.

We feel immense pleasure to inform you that we have accepted your application for Allotment of the Commercial Space /Unit as per details below for a Total Consideration of _____ (Sale Price).

Commercial Space /Unit no.	
Floor No.	
Tower/Building Name	
Carpet area	Sq- m. Or Sq-ft.
Exclusive Balcony no With a total area	Sq –m Or Sq-ft..
Super area.	Sq-m Or Sq-ft
All type of PLC etc.	As applicable
Total cost of the unit	INR

Applicable, IFMS charges, Power backup up to ____ KVA& other charges if any.	
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- (i) Total Price mentioned above is Exclusive of GST, VAT, Sales Tax, Service Tax, Labour Cess, stamp duty, registration costs, additional external development charges, cost of Electricity meter, IGL/ PNG connection, additional generator connected load and additional electricity connection load.
- (ii) Detailed breakup of the sale price given above is provided in **Annexure-1**.

We hereby acknowledge receipt of Rs. _____ (_____) paid by you at the time of booking (**as Application Amount**) of above Apartment /unit on.....(date) vide..... which is being adjusted in the **Booking Amount**.

We also hereby acknowledge receipt of Rs. _____ paid by you along with this Allotment Letter vide _____ (Payment Instrument) dated _____ which will be adjusted in the Booking Amount upon its realisation.

All due payments have to be made as per Payment Plan hereby enclosed in **Annexure-1** to this allotment letter. You have opted _____ payment plan at the which includes booking amount of 10% of total cost of Unit.

This allotment offer is valid subject to payment of balance of 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 company 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 CONDITION:

1. The Allottee(s) is/are aware that having acquired the Vacant Possession of the Land, and the company is constructing a Commercial Spaces/Units of various sizes and dimension collectively named "RST Galleria" as the commercial area/component on the Land and is entitled to allot the commercial spaces/units proposed to be developed and constructed to the intending purchasers.
2. The Allottee(s) is aware of that the sanctioned plans, specifications, time schedule for completion of project and other relevant documents/ information has been provided by the Promoter and displayed in UP RERA website up-rera.in. And that the Allottee(s) has studied these documents/ information and is fully satisfied.

3. As per the Building/Layout Plan of the project, it is envisaged that the commercial Spaces/Units on all floor shall be allotted as an independent unit and undivided proportionate share of free hold rights, in the land area underneath its block & as well as the passages, stairs & 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 to be used and maintained jointly by the Association of Allottee(s).
4. The Allottee(s) has/have fully satisfied himself/herself/themselves in all respect with regard to, all the details of the Unit and all common area/facilities/utilities. The Allottee(s) has/have satisfied himself/herself/themselves about the right, title and capacity of the company to deal with the Unit/Project and has understood all the limitations and obligations thereof.
5. Time being of the essence you shall make timely payment of the sale price as per the **PAYMENT PLAN** attached in the **Annexure 1 opted by you**. Any revision in any kind of tax levied by the Gol or GoUP shall be payable by you in addition to the above cost.
6. You are aware that TDS shall also be deducted by you to the above cost in case the cost of the above property being purchased by you is above Rs. 50 lakh in accordance with the applicable rates as per the Income Tax Act, 1961. You shall deposit 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. All payments in respect of the apartment/flat booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of "ADIHM DEVELOPERS Pvt. Ltd. RST GALLERIA COLLECTION ACCOUNT", payable at Delhi/ NCR. 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.
8. The Allottee(s) are aware that the Payment due on the said Allottee(s) as per the Payment Plan opted by them shall be made in two parts (cheque/demand draft/other financial instrument accepted by the Promoter), first being Payment against the unit due as per the payment plan, payable in favor of _____ and second being the GST at the prevailing rate of 12% (subject to change by the Gol) payable in favor of _____
9. 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, subject to variation gap of Five 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 this agreement, 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 and prior to taking possession of the Commercial space/unit.

10. That the final finishing of the Commercial Space/Unit shall be done after deposition of entire amount and obtaining no dues certificate from the Promoter.
11. This 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 any Loan, till full amounts in relation to the unit have been received by the Promoter and Allottee has taken possession of it.
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, Firstly, the Allottee signs and delivers the Agreement to Sell with all the schedules and after realisation of the **BOOKING AMOUNT** and balance payment due as per this Allotment Letter within 30 (thirty) 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 to be treated or deemed as Agreement for Sale as contemplated under provisions of law.
13. 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).
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 30 (thirty) 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 15 (fifteen) days from the date of its receipt by the Allottee, this Allotment can be treated as cancelled at the discretion of Promoter and the balance amount shall be returned after forfeiting 20 percent amount paid against this Allotment Letter or Rs. 50,000/-, whichever is higher, as administration charges and in addition recovery of broker's charges if the booking has been got 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) want to cancel this Allotment Letter and give the same in writing OR this Allotment is otherwise deemed to have been cancelled under this agreement, then balance amount shall be returned after forfeiting 20 percent amount paid against this Allotment Letter or Rs. 50,000/-, whichever is higher, as administration charges and in addition recovery of broker's charges if the booking has been got 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 confirm, agree and acknowledge that, if booking of the said Space/Unit is done through any **Real Estate Agent or Broker**, then in that event promoter 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 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. Applicant may at his/her/their discretion and cost may avail Property loan from Bank/financial institution. The Promoter shall under no circumstances be held responsible for non-sanctioning of loan to the Applicant for any reason whatsoever. The payment of instalments/any other dues to company shall not be linked to the loan availed/ to be availed by the Applicant.
19. 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.
20. The Allottee(s) shall use the Unit only and exclusively for the permitted commercial purpose which may include any shop or service of daily need viz. bakery, gift shop, stationary shop, saloon, book shop, beauty parlour, boutique, grocery, electronics store, medical store, office of professionals like Advocates,

CA, architect or any similar services but for no other purpose including without limitation to residential use/industrial use of any kind and/or for opening a liquor shop, meat shop, garbage shop etc.

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 to be executed shall supersede this Allotment and this Allotment Letter shall stand cancelled and terminated on execution of such agreement. That the terms and condition mentioned in the Agreement provided here in are obligatory and have a binding effect on Allottee(s).
22. Stamp duty and registration charges and other registration costs in respect to the captioned Space/ Unit for registration of Agreement for Sale and Conveyance Deed will be paid by you only.

Authorised Signatory

For “.....”

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

(Signature of Primary Allottee)

(Signature of Second Allottee)

“Annexure 1”

TOTAL CONSIDERATION PAYMENT PLAN

[To be inserted]

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