

# ALLOTMENT LETTER

Date:

To,

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Sub: Allotment of commercial Unit No. \_\_\_\_\_ with Area \_\_\_\_\_ Sq. FT. on \_\_\_\_\_ Floor, in our project ' \_\_\_\_\_ ' at Plot no. F-1B/Sector 50, Noida, Uttar Pradesh.

Dear Sir,

A. In response to your application dated \_\_\_\_\_ we are pleased to allot you commercial Unit No \_\_\_\_\_ with Area \_\_\_\_\_ Sq. FT. on \_\_\_\_\_ Floor, in admeasuring \_\_\_\_\_ sq. Ft. carpet area (hereinafter referred as said Unit) in our project known as " \_\_\_\_\_ " (hereinafter referred as the said Project) at Plot no. F-1B/Sector 50, Noida, Uttar Pradesh, for consideration and on the terms and conditions as stated herein. The Real Estate Regulatory Authority (hereinafter referred as the Authority) has issued certificate u/s 5 of Real Estate (Regulation and Development) Act, 2016 (RERA), bearing UP RERA Registration No. \_\_\_\_\_ available at website: <http://up-rera.in>

## B. COST OF UNIT

Total cost of the said Unit is Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)

(Sale Consideration). Allottee will have to pay the said amount as per the progress of the construction in the following installments.

MILESTONE	AMOUNT
1. Within 30 days of Booking	50% of BSP less Booking Amount
2. On Completion of Super Structure	25% of BSP
3. On offer of possession	25% of BSP + All other charges
<b>Total</b>	<b>100%</b>

The 10% of the sale consideration will be considered as earnest money. In addition to above payment, before taking the possession, Allottee will have to pay Development Charges and Goods and Service Taxes as under: -

C. OTHER CHARGES

S.NO.	PARTICULARS	RATE/SQ.FT.	AMOUNT
1.	AREA (SQ.FT.)		
2.	BASIC SALE PRICE		
3.	LEASE RENT		
4.	EXTERNAL ELECTRIFICATION CHARGES		
5.	FIRE FIGHTING CHARGES		
6.	PLC PLAZA FRONT/CORNER/STANDARD		
7.	FLOOR PLC		
8.	INTEREST FREE MAINTENANCE SECURITY		
9.	POWER BACKUP		
10.	STAMP DUTY		
11.	CAR PARKING CHARGES		
	<b>TOTAL</b>		

\*Please note that the above charges are provisional and may change due to inflation or any additional charges by local authorities.

D. TAXES

1. Goods and Service Tax (GST) at the 18% on sale consideration and other charges.
2. Any other statutory payment that may become applicable for sale and transfer of Unit.

E. STAMP DUTY AND REGISTRATION CHARGES

1. Stamp Duty, Registration charges as may be applicable under, U.P Stamp Act, 2008 & Uttar Pradesh Registration Act, 1908 respectively.

The Registration charges and stamp duty will have to be paid at the time of execution and registration of Sub-lease Deed, as per the Uttar Pradesh Registration Act, 1908 and/or The Real Estate (Regulation And Development) Act, 2016 (RERA).

## TERMS AND CONDITIONS FOR ALLOTMENT

- a. Allottee has seen all the documents of title deeds and other relevant papers etc., pertaining to the said Unit and is fully satisfied about the Company's title, rights and interest in respect of the said Project.
- b. Allottee is aware of and have acknowledged that the building plans are provisional and agree that the Company may make such changes, modifications, alternations and additions therein, as may be deemed necessary or may be required to be done by any local authority or body having jurisdiction.
- c. Allottee shall not have any claim or right on, any part of the said Project other than the said Unit allotted to Allottee. All open spaces, lobbies, staircases, terraces shall remain the property of the Company.
- d. The Company shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all its right, title and interest in the said Project including the towers being constructed thereon as the Company may deem fit and appropriate and Allottee hereby gives irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in Allottee's favor.
- e. Payment of the said consideration is the essence of contract and Allottee will pay the said amount as per the schedule of payment as stated herein above. If Allottee fail to pay the said amount as per the schedule, Allottee will be liable to pay interest at the rate as prescribed under the Builder Buyer Agreement, from due date till payment. Notwithstanding the provision for payment of interest, if default continues for more than 90 days, the Company will be entitled, at its sole discretion, to cancel this allotment letter. In case of cancellation of allotment, the Company will be entitled to forfeit the earnest amount i.e., 10% of the sale consideration and pay the balance amount to the Allottee without any interest thereon. The Company will refund the said amount, only after sale of said Unit to new purchaser and after receiving from new purchaser, amount equivalent to be refunded to Allottee. Save and except refund of the said amount as stated herein Allottee will not be entitled for any amount either as damage/compensation or in any other manner.
- f. In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, Allottee shall cease to have any right, title, interest and/or claims of any nature whatsoever in said Unit and we shall be entitled to deal with the same in the manner as it deems fit and proper.
- g. That any delay on account of the requisite authorities for issuance of the Completion certificate /Occupation certificate shall not be considered as any delay on account of the Company. The date of applying for the Completion certificate/ Occupational certificate shall be presumed as the date of possession, the Company shall not be liable for the penalty for delay in possession after the said date i.e., any claim for delay in possession will be confined up to the date of applying for the Completion certificate/Occupational certificate only.

h. The Company has explained Allottee proposed development of the said Project and Allottee has completely understood the said Project and Allottee hereby confirm that Allottee has given unconditional, unqualified and irrevocable consent to the Company to develop the said property as required under section 14 of RERA.

i. Please note, unless amenities, layout, facilities are contained or incorporated in the Builder Buyer Agreement, the Company shall not be bound to provide the same in the said Project and further reserve, at Company's sole discretion to make such variations, additions, alterations, deletions, and/or modifications in plan and landscaping as may be directed by the Competent Authority.

j. These terms and conditions will be in addition to the terms and conditions stated in the Application Form and the Builder Buyer Agreement.

**Thanking you,  
For GYGY Developers Private Limited**

**Authorized Signatory**