

(on company letterhead)

**ALLOTMENT LETTER**

Date: \_\_\_\_\_

To,

**1.) If the Allottees(s) is/ are an individual:**

Name(**Primary Allottee**): \_\_\_\_\_

Son of/Daughter of/Wife of: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact No.: \_\_\_\_\_

PAN no. : \_\_\_\_\_

Aadhar Card No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

*Photograph of primary  
allottee*

Name (**Second Allottee**): \_\_\_\_\_

Son of/Daughter of/Wife of: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact No.: \_\_\_\_\_

PAN no.: \_\_\_\_\_

Aadhar Card No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

*Photograph of second  
allottee*

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

**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.)

### 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 an 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 \_\_\_\_\_. We thank you for showing interest in Purchasing an apartment/unit, details of which are provided below, in our Project named as **“Nilaya Greens” by M/s Nilaya Infra Pvt. Ltd.** (Hereinafter referred to as Promoter) bearing RERA Registration no: UPRERAPRJ7496 situated on a plot of land at Khasra No. 1015, 1023/1, 1023/2, 1023 mi, at Morta, NH-58, Rajnagar Extension, Ghaziabad-201003, (U.P) duly approved by the Competent Authority/..... Development Authority vide approval letter bearing no. .... dated .....

It is indeed our immense pleasure to inform you that we have accepted your application for allotment of an Apartment/unit for a total consideration of Rs. \_\_\_\_\_ (Sale price).

Apartment/Unit no.	
Tower/ Wing No.	
Floor No.	
Tower/Building Name	
Carpet area	_____ Sq. Mtrs. OR _____ sq. ft.
Equivalent super area	_____ Sq. Mtrs. OR _____ sq. ft.
Exclusive Verandah/Balcony/Terrace area	_____ Sq. Mtrs. OR _____ sq. ft.
Count of Open/ Covered Car Parking(s) reserved (If opted)	
Count of Open/ Covered 2-wheeler Parking(s) reserved (If opted)	
Electrical Connection	_____ KVA

Power Backup by DG	_____KVA
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- (i) Total Price mentioned above is exclusive of GST @ 12%, VAT, Sales Tax, Service Tax, Labour Cess, stamp duty, registration costs, additional external development charges, cost of Electricity meter, IFMS, 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-3**.
- (iii) The sanctioned plans, layout plans, along with specifications and time schedule for completion of project and other information are as uploaded on the UP RERA Website up-rera.in for our project UPRERAPRJ7496.

We hereby acknowledge receipt of Rs. \_\_\_\_\_ (\_\_\_\_\_) paid by you at the time of booking (as initial amount) of above Apartment /unit on.....(date) vide.....(payment instrument). All payments are subject to realisation and this allotment is invalid without timely realisation of payment.

All due payments have to be made as per Payment Plan as per enclosed **Annexure-1** to this allotment letter. You have opted \_\_\_\_\_ payment plan which includes booking amount of 10% of total cost of Unit, which will include taxes and other costs.

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 administrative expenses as described further in this document.

### **TERMS AND CONDITION:**

1. The said apartment/unit has attached balcony/ies, aggregately admeasuring \_\_\_\_\_ square meters of balcony(s). The Promoter has agreed to permit the Allottee(s), to use the said balcony/ies attached/adjacent to the said apartment/flat without any additional consideration.
2. You shall be permitted exclusive right to use \_\_\_\_\_ vehicle parking space in the building, as opted by you. It is clarified that 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 said Apartment/Flat.
3. 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 limitation and obligation thereof.

4. You are required to make total payment of 10% (Ten percent) of the total sale value (which shall include taxes and other costs) against this Allotment letter within 30 days of the date of the Allotment Letter.
5. You shall make timely payment of the sale price as per the **PAYMENT PLAN** attached in the **Annexure 1**, time being of the essence. You are aware that you are required to deduct Tax at Source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961, if applicable to this transaction. You shall pay the tax deducted 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.
6. All payments in respect of the apartment/flat booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of **Nilaya Infra Pvt. Ltd.** 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.
7. We shall confirm 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 then we shall refund the excess money paid by you at the rate specified in the 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 flat.
8. That the final finishing of the Apartment/Unit shall be done after deposition of entire amount and obtaining no dues certificate from the Promoter.
9. 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 till full amounts in relation to the unit have been received by the Promoter and Allottee has taken possession of it.
10. 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 for Sale' with all the schedules (**Format available as information in Annexure 2**) 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.
11. 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 Allottee shall be deemed to be made to both or all Allottees.

12. 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 30 (thirty) days AND pay the full booking amount, then the Promoter shall serve a notice to the Allottee(s) by e-mail/by hand/by post/by courier on the address given by the Primary Allottee for rectifying the default which 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 Promoter and balance amount shall be returned after forfeiting 10% percent of the unit cost or the amount paid against this Allotment Letter, as administration charges.
13. The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Apartment/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).
14. The images, audio-visuals, show flats 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.
15. Applicant may at his/her/their discretion and cost may avail housing 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.
16. The Allottee(s) shall not use the Premises for any purpose other than residence and shall not use the apartment/ unit for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority. The Allottee(s) shall also not use the Car Parking(s) reserved to him/her/they for any purpose other than for parking cars or two-wheelers.
17. 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 for Sale are provided here in as informed in **Annexure 2** are obligatory and have a binding effect on Allottee(s).

18. Stamp duty and registration costs in respect to the captioned Apartment/Flat, for Agreement for Sale and for Conveyance Deed will be paid by the Allottee(s) only.

For .....**Pvt. Ltd.**

Authorised Signatory

I/We hereby declare that I/We have gone through and understood the terms and condition 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 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 UPRERA website.

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

**Project site office at** Khasra No. 1015, 1023/1, 1023/2, 1023 mi, at Morta, NH-58, Rajnagar Extension, Ghaziabad-201003, (U.P).

**“Annexure 3”**

**SALE PRICE BREAKUP**