

# ALLOTMENT LETTER

Ref. No. \_\_\_\_\_/

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

To,

**1.) If the Allotte(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 signatoryMr. / 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 an Commercial space /unit in our Project “ARTHA Retail Tower” Block-A having Land area 17440 Sq.Meter”bearing RERA Registration no: \_\_\_\_\_ having commercial land use situated atPlot No. 21, Sector Tech Zone IV, Greater Noida (West), (U P).

We feel immense pleasure to inform you that we have accepted your application forAllotment of the Commercial Space /Unitas 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 Balconyno With a total area	Sq –m Or Sq-ft..
Super area.	Sq-m Or Sq-ft
All type of PLC etc.	Inclusive
Total cost of the unit including GST as	INR

Applicable,IFMS charges, Power backup up to 2 KVA& other charges if any.	
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- (i) Total Price mentioned above is inclusive of GST but additional external development charges, cost of Electricity meter, IFMS, IGL/ PNG connection, additional generator connected load and additional electricity connection load shall be extra at the time of giving possession. If there is any change in the GST rates then the difference shall be borne by, or credited to as applicable, by the Allottee..
- (ii) Detailed breakup of the sale price given above is provided in **Annexure-3**.

We hereby acknowledge receipt of Rs. \_\_\_\_\_ (\_\_\_\_\_) paid by you at the time of booking of above Commercial space /unit on.....(date) vide.....(payment instrument)

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, as the company is constructing Commercial Spaces/Units of various sizes and dimension collectively named "Project Name" 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 of its block & as well as the passages, stairs & corridors,

overhead and underground water tanks, electrical sub-station, fire shafts, Lift well, mummy, 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. You shall be permitted exclusive right to use .....vehicle parking space in the building. 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 Commercial space /unit.
5. 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.
6. You shall make timely payment of the sale price as per the **PAYMENT PLAN** attached in the **Annexure 1 and the plan.....opted by you**, time being of the essence. Any revision in any kind of tax levied by the Gol or GoUP shall be payable by you in addition to the above cost.
7. You are aware that TDS shall also be payable in addition to above cost in case the above cost of the 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 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.
8. This Allotment Letter shall be accompanied by OR within 30 days of the date of this Allotment Letter by payment for the amount equivalent to 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. .
9. All payments in respect of the apartment/flat booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of “ **Pvt. Ltd., 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.

10. 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 ten 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 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 Commercial space/unit.
11. 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.
12. That the allottee(s) understand that in the interest of commercial success of the retail areas it is imperative to have common mall management which will impose zoning plans and other controls for usage of the retail spaces and the allottee(s) and their successors explicitly agree to adhere to the directions of the mall management agency and that allottee(s) will sign a separate detailed memorandum of understanding with the Promoter in this regard.
13. 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 the Loan till full amounts in relation to the unit have been received by the Promoter and Allottee has taken possession of it.
14. 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 (**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.
15. 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).

16. 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, 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 balance amount shall be returned after forfeiting 25 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.
17. If the Allottee(s) want to cancel this Allotment Letter and gives the same in writing OR this Allotment is otherwise deemed to have been cancelled under clause 8 of this agreement, then balance amount shall be returned after forfeiting 25 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.
18. 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).
19. 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.

20. 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.
21. 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.
22. 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. (***Check for the Permitted Usage***)
23. The Allottee (s) shall also not use the Car Parking(s) allotted to him/her/they for any other purpose other than for parking cars or two wheelers
24. 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 **Annexure 2** are obligatory and have a binding effect on Allottee(s).
25. 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”**  
**PAYMENT PLAN**

**(As Applicable at the time of signing this document)**

**The Allottee(s) have opted for \_\_\_\_\_ payment plan given above. The sale price is applicable only for the payment plan.**

## **ANNEXURE 2**

**Please see the format for agreement for sale at our website at the following link: .....**

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

**a) Corporate office at .....**

**b) Project site office at .....**

## “Annexure 3”

### SALE PRICE BREAKUP

S.No.	Item	Unit of measurement	Rate (Rs.)	Quantity in sq. ft.	Value (Rs.)
1	Basic selling price (BSP)	sq. ft. super area			
1a	Basic selling price (BSP)	sq. ft. Carpet area			
2	Floor PLC for .....floor	sq. ft. super area			
2a	Floor PLC for .....floor	sq. ft. Carpet area			
3	View PLC for park facing	sq. ft. super area			
3a	View PLC for park facing	sq. ft. Carpet area			
4	PLC for corner unit	sq. ft. super area			
4a	PLC for corner unit	sq. ft. Carpet area			
5	Discount if 2 PLC are applicable	sq. ft. super area			(.....)
5a	Discount if 2 PLC are applicable	sq. ft. Carpet area			
6	Club Membership (one per unit)	NA			
7	Power Backup	KVA			
8	Car Parking	Numbers			
8a	Two-wheeler parking	Numbers			
9	EEC & FFC	sq. ft. super area			
9a	EEC & FFC	sq. ft. Carpet area			
10	EDC + IDC	sq. ft. super area			
10a	EDC + IDC	sq. ft. Carpet area			

**TOTAL SALE PRICE**

