

PROVISIONAL ALLOTMENT LETTER

Sub: Allotment Letter for Commercial Unit/ Service Apartment in “ CAPABLE THE EMPORIA” located in Khasra No. 919, Noor Nagar, Raj Nagar Extension, Ghaziabad U.P.

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: _____

*Photograph of second
allottee*

Contact No.: _____

PAN no.: _____

Aadhar Card No.: _____

Email ID: _____

(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.)*

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 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/ Service apartment unit in our Project **“CAPABLE THE EMPORIA”** bearing RERA Registration no: 'To be applied' having Community Facility land use situated at Khasra No. 919 Noor Nagar , Raj Nagar Extension, Ghaziabad, Uttar Pradesh.

We feel immense pleasure to inform you that we have accepted your application for Allotment of the Commercial Space /Service Apartment Unit as per details below for a Total Consideration of _____ as Sale Price (Annexure - 3)

Commercial Space /Apartment 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
PLC		
Power backup		
Parking		

(i) Total Price mentioned above is inclusive of GST but additional external development charges, cost of Electricity meter, IFMS, Sinking Fund, additional generator connection load and additional electricity connection load shall be charged extra at the time of handing over possession. If there is any change in the GST rates in further 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**.

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 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 realization 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

No payment should be made in cash and if any claim of cash payment is made by the Allottee(s) then such claim shall be summarily rejected by the Promoter.

TERMS AND CONDITION:

- 1.. That this phase (project registered with RERA) is part of a larger composite hospitality project i.e. Hotel, Banquet hall, Service apartment and Commercial shops, total allocated service apartment and commercial unit is allocated and common areas like parking, terraces, entrances, etc. will be common for all phases combined. However, occupants of this phase shall not have exclusive rights in such common areas except allocated common areas and that the utilities like power supply, water supply, etc. shall similarly be common between all phases combined. The space of atrium is restrictive common open area and promoter/ facility management will use it as per discretion and no claim of allottee will be binding.
- 2.. The Allottee(s) is/are aware that Promoter has acquired the Project Land and in process to start construction of Commercial Spaces/Service Apartments Units of different sizes and dimension at "CAPABLE THE EMPORIA" at Raj Nagar Extension Ghaziabad and entitled to allot the commercial spaces/units to prospective buyers.
- 3.. 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.
- 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 limitation and obligation thereof.
- 5.. You shall make timely payment of the sale price as per the PAYMENT PLAN opted by you, attached in Annexure 1. Interest at the rate of 12% per month shall be charged on all delayed payment.
- 6.. 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.

- 7 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.
- 8.. The carpet area as given above is as per approved drawings. However Promoter shall reconfirm the final Carpet area that has been allotted to you after the construction of the commercial complex, by furnishing details of the changes, if any, in the carpet area, subject to variation gap of three 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 Promoter 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 handing over possession of the Commercial space/unit.
- 9.. 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.
- 10.. The Possession of service apartment/commercial shop will be handed over in stipulated period.

In case of delay in handing over possession of the said commercial unit/service apartment attributable of delay of Promoter, the Promoter would pay a sum equivalent to SBI MCLR+ 1% or as per prevailing UP-RERA rules, provided that the intending Allottee has made payment of all instalments towards the sale consideration amount of the said commercial unit/service apartment in time and without making any delay to the Promoters.

That in case the intending Allottee(s) fails to take possession of commercial unit / service apartment within given "Fit-out-period", Rs. 75/- per sqm. will be charged for the delay per month till physical possession" along with maintenance charges.

The company shall handover the possession of the completed commercial unit/service apartment to the purchaser only on payment of all dues to the company.

11.. Registration & Other Charges

- a). Registration Charges, Stamp Duty Charges and incidental expenses there to as application at the time of registration shall be extra and is to be borne by the purchaser.
 - b). Other Statutory taxes as applicable from time to time shall be extra and are to be borne by the purchaser.
- 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, 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.
- 13.. 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).
- 14.. USAGE: That the intending Allottee(s) is aware that various commercial unit / service apartment are being allotted to various persons under uniform terms and conditions. The intending Allottee(s) agrees that he/she/they will use the said apartment for residential purpose for short stay only as per the terms specified by the competent authority and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to other Allottee(s)/ Users of other commercial apartment/ service apartments.
15. External walls of the project can be used for any type of advertisements or hoardings at the discretion of the promoter/ facility management company and the Allottee(s) shall have no objections or financial claims in this regard.

- 16.. 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.
- 17.. 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.
18. 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).
- 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, ahead of 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.
- 20.. The Allottee(s) shall use the Commercial Retail space 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.. 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
- 22.. 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).

23.. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said commercial unit/service apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'Promoter', the intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Ghaziabad, (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force.

24.. **Jurisdiction:** The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

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 Allottee)

(Signature of Co- Allottee)

Annexure 1”
PAYMENT PLAN

S.NO.	PARTICULARS	PERCENTAGE	AMOUNT IN RUPEES

A. Construction Linked Plan:

B. 95% down payment plan:

C. Assured Cash Back plan:

D. Assured rental payment plan:

E. Any Other 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 our website at the following link: www.theemporia.in

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

Corporate office at: 51/3 The Corentum, Tower B, Sector – 62 Noida U.P.

Project site office at: Khasra 919, Noor Nagar Raj Nagar Extension Ghaziabad U.P.

“Annexure 3”

SALE PRICE BREAKUP

S.No.	Item	Unit of measurement	Rate (Rs.)	Area sq. ft.	Value (Rs.)
1	Basic selling price (BSP)	sq. ft. super area			
1a	Basic selling price (BSP)	sq. ft. Carpet area			
2	Road PLC forfloor	sq. ft. super area			
2a	Road PLC forfloor	sq. ft. Carpet area			
3	Corner PLC for.....floor	sq. ft. super area			
3a	Corner PLC for.....floor	sq. ft. Carpet area			
4	Power Backup	KVA			
5	Car Parking	Numbers			
6	Air Conditioning (if applicable)Ton			
7	Maintenance Charges	Sq.ft. Carpet area			
8	GST				

TOTAL SALE PRICE

