

ALLOTMENT LETTER

H-RERA registration No. _____ dated _____
registered with Haryana Real Estate Regulatory Authority under the Real Estate
(Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and
Development) Rules, 2017.

Ref. No.:

Print Date:

From	To
Emaar India Limited (formerly known as Emaar MGF Land Limited) (CIN: U45201DL2005PLC133161)	<Customer name:>
306-308, Square One, C-2, District Centre, Saket, New Delhi – 110017.	<Address:>
1-800-103-3643 (toll free) / 0124-4416306	<Mobile:>
feedback@emaar-india.com	<Email id:>

SUBJECT: Provisional Allotment of Shop cum Office Plot No. _____

**in project named as “Emaar Business District (EBD)-114” or “ EBD – 114” in
Village Bajghera, Sector 114, Tehsil and District Gurugram, Haryana,**

1. Details of the allottee:

ALLOTTEE DETAILS	
Application No. (If any)	
Date	
Name of the Allottee	
Son/Wife/Daughter of (if applicable)	
Nationality	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account No.)	
Aadhar Card No.	

PROJECT DETAILS	
Details of HARERA Registration	Reg. No
	Dated

		Valid Upto
Project Name		Emaar Business District (EBD) 114
Project Location		Village Bajghera, Sector 114, Tehsil and District Gurugram, Haryana
If project is developed in phases then, Phase Name		Not Applicable
Nature of Project		Commercial
Proposed date of Completion of the Phase/Project		31.12.2024
Proposed date of Possession of the unit		31.12.2024
License No.		14 of 2021 dated 12.03.2021
Name of Licensee		Tacery Builders Private Limited, Bailiwick Builders Private Limited, Logical Estates Private Limited, Sharyans Buildcon Private Limited
Name of Collaborator (if any)		Emaar India Limited (Formerly known as Emaar MGF Land Limited)
Name of the BIP holder (if any)		Not Applicable
Name of the change of developer (if any)		Not Applicable
APPROVAL DETAILS	Details of License approval	License No. 14 of 2021
		Memo. No LC-4263/Asstt.(MS)/2021/6768
		Dated 12.03.2021
		Valid Upto 11.03.2026
	Details of Building Plans approval	Not Applicable
	Details of Environment Clearance approval	Not Applicable

Dear Sir/Madam,

Thank you for applying for the allotment of Commercial Plot at Village Bajghera, Sector 114, Tehsil and District Gurugram, Haryana.

With respect to your application dated _____, we are delighted and pleased to make the provisional allotment of the following Plot in your favour along with co-Applicant(s), if any. Accordingly, the details of the allotment, the Allottee and the Plot provisionally allotted to you are summarized hereunder:

COMMERCIAL PLOT AND BOOKING DETAILS		
1	Nature of the Plot	Commercial Plot
2	Commercial Plot	Block No.
		Plot No.
3	Plot Size/ Area (sq. m)	
4	Plot Size/ Area (sq. yards)	
5	Total Price amount (inclusive of PLC, EDC, SIDC Govt fees/taxes/levies, GST)	Rs.
6.	Total Price* amount: a. Basic Sale Price: ₹ _____/-; b. EDC, SIDC/City Development and Connectivity Charges and any interest thereon, as applicable amounting to ₹ _____/- as on date; c. Maintenance Charges: as applicable; d. Taxes & Cesses: as applicable; e. Operational Charges/Other Charges for miscellaneous facilities: approx. ₹ _____/-, as on date.	

***Note:**

- (i) The Total Price is subject to final confirmation at the time of possession.
- (ii) Stamp duty, registration and incidental charges as well as expenses for execution of the Plot Buyer's Agreement/Agreement for Sale and sale/conveyance deed etc. which shall be extra.
- (iii) The IFMS shall be payable extra as and when demanded by the Promoter.
- (iv) Payments to be made by RTGS/NEFT/IMPS/cheque(s)/banker cheque(s)/pay order(s)/demand draft(s) only, drawn in favour of '_____', payable at [____].
- (v) Provisional Allotment to Non-Resident and National of Indian Origin shall be subject to Laws of Republic of India.
- (vi) For non-residents/foreign nationals of Indian origin all remittances, acquisition/transfer of the said Plot and compliance with the provisions of Foreign Exchange Management Act, 1999 (FEMA) or any other statutory enactments shall be the sole responsibility of the Applicant(s).
- (vii) Any revision in EDC, SIDC, IAC, Statutory Charges, Taxes, GST, Labour Cess etc., if any, shall be communicated and shall be charged as applicable from time to time as per the applicable rates and as permissible under the Applicable Laws. In arriving at the Total Price, no component of GST has been captured in as much as it is a sale of freehold Plot, however in case subsequently GST is made applicable on any component, the same shall be over and above the Total Price, as stated hereinabove.

Please note that this allotment is provisional and is subject to your executing and registering the Plot Buyer's Agreement/Agreement for Sale and your performance of all the obligations and terms and conditions as set out in the Plot Buyer's Agreement/Agreement for Sale to be executed between us.

You, the Allottee are hereby requested to kindly remit/ send the payment as per Annexure A through a Demand Draft/ Pay Order/ Banker's Cheque/ Cheque drawn in favour of "_____", having Account No. [..], Swift Code [..], with IFSC Code [..], in [..] Bank.

2. We have received the booking amount forming part of the Earnest Money (which is not exceeding 10% of the Total Price), in respect of the above referred Commercial Plot as per the details given below:

1.	Booking Amount (Forming part of Earnest Money Amount)	Amount in Rs. (percentage of total consideration value)	
2.	Cheque No/DD No./RTGS		
3.	Dated		
4.	Bank Name		
5.	Branch		
6.	Amount deposited	0	
7.	Total Price		

3. Mode of Booking

1.	Direct/Real estate agent	DIRECT
2.	If booking is through Real estate agent, then Real estate agent Reg. No	
PAYMENT PLAN		
Payment Plan (Inclusive of all charges/fees) (Copy attached)		Any other plan (please specify)
Bank Details of master account (100%) for payment via RTGS		
Payment in favour of		
Account Number		
IFSC Code		

In case of any information /clarification, please feel free to contact us on 1-800-103-3643 (toll free) / 0124-4416306 or write to us at feedback@emaar-india.com

Best Wishes

Thanking You
Yours Faithfully

**For Emaar India Limited
(Authorised Signatory)**

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

**Applicant
Dated:**

Annexure A

‘Payment Plan’/ ‘Schedule of Payment’

Application money which forms part of the Earnest Money, which is not exceeding 10% of the Total Price of the commercial Plot, is already paid at the time of allotment. Balance consideration amount shall be paid as under:

1. Time Linked Payment Plan

CONSTRUCTION LINKED PAYMENT PLAN	
Milestone	Payment Details
At the time of Booking	Rs. 30,00,000
Within 30 Days of Booking Subject to BA Execution	10% of Unit Price* Less Booking Amount + 100% EDC / IDC
Within 90 Days of Booking Subject to BA Execution or On Start of sewer line, storm water drainage and rain water harvesting and completion of water line, whichever is later	15% of Unit Price*
Within 150 Days of Booking Subject to BA Execution Or On Start of STP and underground tank setup, whichever is later	15% of Unit Price *
Application of Part Occupation/Completion Certificate or Full Occupation/Completion Certificate of service whichever is later	30% of Unit Price *
Intimation of Possession	30% of Unit Price * + 100% of All Other Charges

Notes/ Terms:

- All Payments are to be made by A/c payee Cheque/Banker's Cheque/Pay Order/Demand Draft payable at New Delhi/Gurugram only or through electronic transfer mode (as permissible under Applicable Laws) drawn in favor of/ to the account of _____ " Swift Code _____, with IFSC Code _____, in _____ Bank.
- The date of clearing of the instrument/ receipt through permissible electronic transfer mode shall be deemed to be the date of payment. Bank charges for outstation cheques shall be to the Allottee's account and credit shall be granted from the date of actual receipt of funds.
- The allotment shall be valid only subject to clearance of amounts tendered by the Allottee and subject to future payments on time.
- The Allottee shall, in relation to the Plot, make all payments to the Promoter from his own bank account only and not from and/or through the bank accounts of any third party. The Allottee alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Plot shall be issued in favor of the Allottee only. Payments from sources other than the Allottee ("Third Party") is/ are to be accompanied with requisite no-objection certificate(s) as per the approved

format of the Promoter failing which the Promoter may in its sole discretion reject the same and return directly to said Third Party. The Allottee undertakes to indemnify the Promoter in this regard.

- *In the event any amount by the Allottee is prepaid, the Promoter is entitled to retain and adjust the balance/excess amounts received against the next instalment due.*
- *The Allottee shall be liable to make instalment payment(s) within the time limit specified in the Demand Letter notwithstanding the pendency of any other formalities to be complied with by the Allottee and/or sanction of bank loan/ lending facility etc. Any delay or default in making payment of the instalments, the Promoter shall charge interest at marginal cost of lending rate on home loan of State Bank of India plus 2% (two) percent per annum from the due date or as may otherwise be prescribed under the provisions of the Real Estate Act and any modifications thereunder.*
- *It shall be the sole responsibility of Non-Residents Indians/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereto & rules & regulations of the Reserve Bank of India and other competent authorities and the Allottee shall be liable, responsible and accountable for due compliance with all the legal provisions, as applicable.*
- *To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the Plot exceeds ₹. 50,00,000/- (Indian Rupees Fifty Lakhs only), the Applicant is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June, 2013), by deducting Tax at Source (TDS) as applicable from each instalment/payment. Allottee shall be required to submit TDS certificate and Challan showing proof of deposition of the same within 7 (seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Allottee.*

Taxation particulars of Emaar India Limited

PAN No.:

ID of GST:

**Conditions apply*

Here are a few details to keep in mind if you are paying through RTGS

RTGS Details for 'EBD114

Bank Name:

Account No.:

IFSC Code:

Account Name:

Bank's Address:

Swift Code:

The Allottee will abide by all the detailed terms & conditions mentioned in the Plot Buyer's Agreement/Agreement for Sale which is annexed with the Allotment Letter.

Best Wishes

Thanking You

Yours Faithfully

**For and behalf of
Emaar India Limited (Formerly known
as Emaar MGF Land Limited)**

(Authorised Signatory)

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant:

Dated:

*All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of the Haryana Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) and Haryana Real Estate (Regulation and Development) Rules, 2017 (“**HARERA Rules**”) and respective regulations made thereunder (as amended from time to time) and the Applicable Laws. The terms of the Allotment and that of the Agreement to be executed in furtherance thereof shall be in consonance with RERA Act, HARERA Rules and regulations made thereunder, (as amended from time to time) and the Applicable Laws.*

1. TERMS & CONDITIONS

- 1.1 The allotment of above commercial Plot is provisional and is subject to your executing and registering the Plot Buyer’s Agreement/Agreement for Sale and your performance of all the obligations and terms and conditions as set out in the Plot Buyer’s Agreement/Agreement for Sale to be executed between us in a time bound manner as specified in the Application.
- 1.2 The Plot Buyer’s Agreement/Agreement for Sale shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the Applicable Laws and the Real Estate Act. Further in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Plot Buyer’s Agreement/Agreement for Sale shall prevail.
- 1.3 Terms & conditions provided in Plot Buyer’s Agreement/Agreement for Sale shall be final and binding on both parties subject to any conditions in the Allotment Letter and further conditions in the Plot Buyer’s Agreement/Agreement for Sale.
- 1.4 The Allottee shall not transfer/resale of this commercial Plot without prior consent of the Promoter till the Plot Buyer’s Agreement/Agreement for Sale and Conveyance Deed is registered.
- 1.5 Upon issuance of this Allotment Letter, the Allottee shall be liable to pay the Total Price and all other charges, including stamp duty and registration charges of the commercial Plot.
- 1.6 The Total Price (as defined in the terms and conditions in the Plot Buyer’s Agreement/Agreement for Sale) shall be payable as per the “Payment Plan” as annexed.
- 1.7 The Allottee shall sign and deliver the Plot Buyer’s Agreement/Agreement for Sale with all the schedules along with the payments due as stipulated in the agreed Payment Plan within 30 (Thirty) days *(or such further period as provided/provisioned for by the Promoter)* from the date of this Allotment Letter; and appear for registration of the Plot Buyer’s Agreement/Agreement for Sale before the concerned Sub-Registrar in accordance with the stipulated timelines prescribed by the Applicable Laws. This Allotment Letter is not meant or be treated or deemed to be a Plot Buyer’s Agreement/Agreement for Sale as contemplated under provisions

of law. If the Allottee fails to execute and deliver to the Developer the Plot Buyer's Agreement/Agreement for Sale within the aforesaid prescribed time along with due payment and/or appear before the Sub-Registrar for its registration, the Developer shall be entitled to cancel this allotment and the Allottee shall be deemed to be in breach or default of his obligations under the Application Form and this Allotment Letter and the Developer shall be entitled to forfeit the Earnest Money (being 10% of the Total Price) and Delayed Payments Charges (payable by the Allottee for breach and non-payment of any dues payable to the Promoter) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier paid by the Developer to a **"Channel Partner"** (*in case the booking is made by the Allottee through a Channel Partner*), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under law. In the event, the application amount/ the amounts paid by the Allottee towards the Total Price is less than the Earnest Money (being 10% of the Total Price), the Allottee shall be liable to pay to the Promoter the deficit amount. The rate of interest payable by the Allottee to the Promoter shall be State Bank of India's highest marginal cost of lending rate plus 2% or any other rate of interest as may be prescribed under Applicable Laws. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 30 (Thirty) days of such cancellation or withdrawal.

Further, if the Allottee fails to execute and deliver to the Promoter, Plot Buyer's Agreement/Agreement for Sale within 30 (Thirty) days from the date of this Allotment Letter or such further period as provisioned and/or appear before the Sub-Registrar for its registration within the prescribed timelines as per Applicable Laws then the Developer shall serve a notice to the Allottee by email/ by hand/ by Post (RPAD)/ by courier on the address given by the Allottee for rectifying the breach or default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, Application/Allotment of the Allottee shall be treated as cancelled and the Developer shall be entitled to forfeit the Earnest Money (being 10% of the Total Price) and Delayed Payment Charges (payable by the Allottee for breach and non-payment of any dues payable to the Developer) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier paid by the Promoter to a **"Channel Partner"** (*in case the booking is made by the Allottee through a Channel Partner*), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under law. In the event, the application money/ the amounts paid by the Allottee towards the Total Price is less than the Earnest Money (being 10% of the Total Price), the Allottee shall be liable to pay to the Promoter the deficit amount. The rate of interest payable by the Allottee to the Promoter shall be marginal cost of lending rate of State Bank of India plus 2% (two) percent. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee, without interest or compensation within 30 (Thirty) days of such cancellation or withdrawal. The Allotment Letter for the Plot shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Plot, save and except the right to the receive refund amount, if any. The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the price/consideration value shall not be refunded upon such cancellation/termination.

- 1.8 That the area of the commercial Plot is as per approved lay out plans. If there is any

increase or decrease in the area which is not more than 5% of the total area of the commercial Plot allotted, the Promoter shall demand that from the Allottee or adjust as per next milestone of the payment plan. All the monetary adjustment shall be made at the same rate per sq. m. / sq. yds. as per the Plot Buyer's Agreement/Agreement for Sale.

- 1.9 In case, the Allottee delays in paying the Promoter as per the payment plan, then in such case, the Allottee shall be liable to pay interest on the due date at the prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.
- 1.10 The stamp duty and registration charges will be payable by the Allottee at the time of registering the conveyance deed with the Sub Registrar's Office, Gurugram. No administrative charges shall be levied by the Promoter.
- 1.11 Interest as applicable on instalment will be paid extra subject to taxes applicable.

2. MODE OF PAYMENT

- 2.2 In case the above terms & conditions and the terms and conditions set out in the Plot Buyer's Agreement/Agreement for Sale are acceptable to you, then you are advised to submit your consent in writing in this office along with Rs. _____ towards 10% of the total cost of the commercial Plot, in this office through Cheque / Demand Draft/RTGS drawn in favour of '_____' payable at _____ and sign the Plot Buyer's Agreement/Agreement for Sale within 7 (seven) days from the date of issue of this Allotment Letter.
- 2.3 All cheques/demand drafts must be drawn in favour of "_____".
- 2.4 Name and contact number of the Allottee shall be written on the reverse of the cheque/demand draft.

3. NOTICES

All the notices shall be deemed to have been duly served if sent to the Allottee by registered post at the address given by the Allottee to us and email ID provided in the application form. You will inform us of any change in your address, telephone no., email ID for future correspondence.

1. CANCELLATION BY ALLOTTEE

If the Allottee fails in submission of consent or seeks cancellation/withdrawal from the Project without any fault of the Promoter or fails in payment of required additional amount towards total cost of commercial Plot and signing of Plot Buyer's Agreement/Agreement for Sale within given time, then the Promoter is entitled to forfeit 10 % of Total Price out of application money / Earnest Money paid for the

allotment and interest component on delayed payment (payable by the Allottee for breach of the Plot Buyer's Agreement/Agreement for Sale and non-payment of any due payable to the Promoter) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier paid by the Promoter to a "**Channel Partner**" (*in case the booking is made by the Allottee through a Channel Partner*), along with applicable taxes on such forfeited amount or any other charges as may be permitted to be deducted/ forfeited under law. The rate of interest payable by the Allottee to the Developer shall be the State Bank of India's highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee shall be returned within ninety days of such cancellation.

2. COMPENSATION

Compensation shall be payable by the Promoter to the Allottee as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/Rules.

3. SIGNING OF PLOT BUYER'S AGREEMENT/ AGREEMENT FOR SALE

- a. The Promoter and Allottee will sign 'Plot Buyer's Agreement'/'Agreement for Sale' within ____ days of allotment of this commercial Plot.
- b. That you are required to be present in person in the office of the Promoter, on any working day during office hours to sign the Plot Buyer's Agreement/Agreement for Sale within ____ days.

4. CONVEYANCE OF THE SAID COMMERCIAL PLOT

Subject to Applicable Laws, payment of Total Price by the Allottee and completion of other formalities by the Allottee preferably within three months from the date of issuance of notice of possession, the Conveyance Deed will be executed in favour of the Allottee.