

## ALLOTMENT LETTER

Date:

From	To
ATS Commercial Real Estate Private Limited	<Customer name:>
711/92, Deepali Nehru Place Delhi South Delhi DL 110019	<Address:>
<Mobile:>	<Mobile:>
<Email id:>	<Email id:>

**Subject: Allotment of a residential Plot in project named as “Bonheur Avenue Phase 2” in Village Dhunela, Tehsil Sohna, Sector 35, 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	Bonheur Avenue Phase 2
Project Location / Project Land	Village Dhunela, Tehsil Sohna, Sector 35, District Gurugram, Haryana
If project is developed in phases, then, Phase Name	NA
Nature of Project	Commercial / Group Housing / Plotted / IT
Proposed date of Completion of the Phase / Project	30.04.2025
Proposed date of Possession of the unit	
License No.	209 of 2022

Name of Licensee		
Name of Collaborator (if any)		
Name of the BIP holder (if any)		ATS Commerical Real Estate Private Limited
Name of the change of developer (if any)		
APPROVAL DETAILS	Details of License approval	License No. 209 of 2022
		Memo. No: LC- 4879-JE(SJ)-2022/38361
		Dated 21/12/2022
		Valid Upto: 15/12/2027
	Details of Building Plans approval	Memo. No. N. A
		Dated: N. A
		Valid Upto: N. A
	Details of Environment Clearance approval	Memo. No: N. A
		Dated: N. A
		Valid Upto: N. A

**Dear Sir / Madam,**

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the company has allotted you the following unit as per the details given below:

UNIT AND BOOKING DETAILS		
1	Nature of the unit	
Residential Plot		
2	Plot	Unit No.
		Property Category
3	Area (sq. mtrs.)	
4	Balcony area (sq. mtrs.) (not part of the carpet area)	
NA		
5	Verandahs area (sq. mtrs.) (not part of the carpet area)	
NA		
7	Open terrace area (if any)	
NA		
8	Block / Tower No.	
9	Floor No.	
NA		
10	Rate of carpet area (Rs / sq. mtrs.)	
11	Rate of Balcony area (Rs / sq. mtrs.) (only in affordable housing)	
NA		
12	Plot Area (sq. mtrs.)	
13	Rate per sq. mtrs.	
14	Net area of the commercial space	
15	Total Consideration amount (inclusive of IDC & EDC, parking charges, PLC, Govt fees / taxes / levies, common areas, Interest free maintenance security, GST)	

2. We have received **earnest money amount** which is not exceeding 10% of the total cost in respect of the above referred unit as per the details given below:

EARNEST MONEY			
1.	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		
7.	Total Sale Consideration		
8.	Booking Amount	[•] (10% of Total Sale Consideration)	

### 3. Mode of Booking

1.	Direct / Real estate agent	
2.	If booking is through Real estate agent, then Real estate agent Reg. No	
3.	Real estate agent Charges	

### 4. Payment Plan

PAYMENT PLAN	
Payment Plan (Inclusive of all charges / fees) (Copy attached)	Construction linked plan / Down Payment Plan / Any other plan (please specify)
<b>Bank Details of master account (100%) for payment via RTGS</b>	
Payment in favour of	
Account Number	
IFSC Code	

#### Annexure A-: 'Payment Plan'

Earnest money which is not exceeding 10% of the total cost of the unit is already paid at the time of allotment. Balance consideration amount shall be paid as under:

#### 4.1. In case of Down Payment Plan

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Interest	Balance Payable (in Rs.)
1.	On Booking					
2.	On BBA					

3.	On Possession					
	Total Payable					

**OR**

4.2. In case of **Construction Linked Plan**

<b>Installment</b>	<b>Particulars</b>	<b>Percentage</b>
1 <sup>st</sup>	At the time of Booking along and Allotment Letter	
2 <sup>nd</sup>	On Signing of Agreement for Sale i.e. on commencement of construction	
3 <sup>rd</sup>	On completion of sub- structure	
4 <sup>th</sup>	On completion of super- structure	
5 <sup>th</sup>	On completion of MEP	
6 <sup>th</sup>	On completion of finishing	
7 <sup>th</sup>	On completion of Internal development works	
8 <sup>th</sup>	On Possession	

**OR**

4.3. In case of **Development Linked Installment Plan**

<b>S. No</b>	<b>Stage of Payment</b>	<b>Percentage</b>
1	At the time of Booking along and Allotment Letter	
2	On Signing of Agreement for Sale i.e. on commencement of construction	
3	On completion of sewer line, STP, storm water drainage and rain water harvesting and completion of water line and underground tank	
4	On completion of electric sub-station, laying of cables and erection of street lights, renewable energy systems, security and firefighting services.	
5	On completion of roads and pavements / parking	
6	On completion of landscaping and development of parks and playgrounds, black top of internal road.	
7	On Possession (Stamp duty, registration charges, miscellaneous expenses / fee etc.)	

**5. Any other plan duly approved by HARERA:**

The Allottee will abide by all the detailed terms & conditions mentioned in the 'agreement for sale' which is annexed with the Allotment Letter.

**The Allottee will share a countersigned copy of this Letter, as a token of acceptance of the terms contained hereunder within a period of seven (07) days from the date of receipt of this Letter.**

Best Wishes,

[illegible]

**THIS ALLOTMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

## 1. TERMS

- 1.1 That the allotment of above Plot is subject to the detailed terms & conditions mentioned in the application form and agreement for sale. Although there shall not be any variation in the terms and conditions.
- 1.2 Terms & conditions provided in 'agreement for sale' shall be final and binding on both parties subject to any conditions in the Allotment Letter.
- 1.3 The Allottee shall not transfer / resale of this unit without prior consent of the Promoter till the agreement for sale is registered.
- 1.4 Upon issuance of this Allotment Letter, the Allottee shall be liable to pay the Total sale Consideration of the Plot as shown in the Payment Plan as annexed.
- 1.5 The Total Sale Consideration (as defined in the terms and conditions in agreement for sale) shall be payable on the date as specifically mentioned in the "Payment Plan" as annexed.
- 1.6 The Total Price includes Taxes (GST and cess or any other taxes / fees / charges / levies etc. which may be levied, in connection with the development / construction of the Project) paid / payable by the Promoter up to the date of handing over the possession of the Plot to the Allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:  
Provided that, in case there is any change / modification in the taxes / charges / fees / levies etc., the subsequent amount payable by the Allottee to the Promoter shall be increased / decreased based on such change / modification:  
Provided further, if there is any increase in the taxes / charges / fees / levies etc. after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.7 The payment made by the Allottee till the issuance of this Allotment Letter includes administrative charges @ Rs. \_\_\_\_\_. In case, any refunds are to be made by the Promoter to the Allottee as per terms contained here, the same will be after adjustment and deduction of the administrative charges.
- 1.8 The Promoter shall inform the Allottee about any details of the changes, if any, in the area of the Plot. If there is any increase in the Plot area is more than 5% of the area allotted, the Promoter may demand additional proportionate consideration from the Allottee alongwith the

next milestone of the Payment Plan. All the monetary adjustment shall be made at the same rate per sq. mtrs. as per agreement for sale.

- 1.9 In case, the Allottee fails to pay to 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 In case any refunds are payable by the Promoter to the Allottee, the same shall be made along with interest as prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.
- 1.11 On offer of possession of the Plot, the balance total unpaid amount shall be paid the Allottee.
- 1.12 The stamp duty and registration charges will be payable by the Allottee at the time of registering the conveyance deed with the sub-registrar.
- 1.13 The Allottee hereby agrees, acknowledges and confirms that the Promoter shall, either through itself and / or through its nominees, be carrying out construction and development of one or more projects / colonies on certain land parcels being adjacent to the Project Land (“**Additional Land**”) in such manner as the Promoter may deem fit and such Additional Land and the project to be developed thereon (“**Additional Project**”) shall have unfettered and unrestricted access / right of way from the Project / Project Land and the Allottee hereby grants his / her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.
- 1.14 The Allottee hereby agrees, acknowledges and confirms that the Promoter has conceptualized the construction and development of the Project and structure, infrastructures, services, specifications, common areas and common facilities in the Project by foreseeing and for facilitating the Additional Project on the Additional Land. The Allottee hereby agrees, acknowledges and confirms that the allottees / occupants of the Additional Project shall be entitled to use the common areas and common facilities of the Project and the Allottee hereby grants his / her unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.

## 2. **MODE OF PAYMENT**

- 2.1 All cheques / demand drafts must be drawn in favour of “Promoter Name”.
- 2.2 Name and contact number of the Allottee shall be written on the reverse of the cheque / demand draft.
- 2.3 The Promoter shall not accept any cash payments from the Allottee.

## 3. **NOTICES**

- 3.1 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.
- 3.2 You will inform us of any change in your address, telephone no., email ID for future correspondence.

## 4. **CANCELLATION BY ALLOTTEE**

After the issuance of the Allotment Letter, 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 Sale Consideration or signing of ‘agreement for sale’ within given time, then the Promoter is entitled to forfeit 10% of Booking Amount and interest on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter). The balance amount of money paid by the

Allottee shall be returned within ninety days of such cancellation, and the Promoter shall not be liable to make payment of any interest or compensation to the Allottee.

## 5. COMPENSATION

Compensation, if any, 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.

## 6. SIGNING OF AGREEMENT FOR SALE

- 6.1 A draft of the 'agreement for sale' is being shared with the Allottee along with this Letter. The Allottee shall execute the 'agreement for sale' and share the same with the Promoter within a period of **thirty (30) days** from the date of receipt of this Letter.
- 6.2 That you are required to be present in person in the office of sub-registrar for registration of the 'agreement for sale' as an when intimated by the Promoter, on a working day during office hours.
- 6.3 In case the Allottee fails to share the executed copy of the 'agreement for sale' within a period of **thirty (30) days** from the date of receipt of this Letter or fails to appear before the sub-registrar at the date and time intimated by the Promoter, the allotment in favour of the Allottee shall be deemed to be automatically cancelled.
- 6.4 Upon cancellation of the allotment as stated above, (a) the Promoter shall forfeit the Booking Amount (that is, amount equivalent to 10% of the Booking Amount) and (b) the Allottee shall not have any rights or interest in the Plot whatsoever, and (c) the Promoter shall have a right to deal with the Plot in the manner deemed fit by it without any objection from the Allottee.
- 6.5 In case of cancellation of the allotment, the Allottee may re-apply for allotment of a plot within the Project. However, in case both the parties mutually decide not to cancel the allotment, the applicable interest shall be adjusted towards the upcoming payments as per the Payment Plan.

## 7. CONVEYANCE OF THE SAID UNIT

The Promoter on receipt of Total Sale Consideration of the Plot, will execute a conveyance deed in favour of Allottee(s) within three months from the date of issuance of occupancy certificate from the competent authority.

## Best Wishes

<p>Thanking You Yours Faithfully</p> <p><b>For (ATS Commercial Real Estate Private Limited) (Authorised Signatory)</b></p>	<p>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)</p> <p><b>Allottee Dated:</b></p>
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**DOCUMENTS TO BE ATTACHED ALONG WITH ALLOTMENT LETTER**

<b>Sr. No</b>	<b>Annexures</b>
1.	Payment plan
2.	Action plan of Schedule of Development (Duly approved by HARERA)
3.	Location Plan
4.	Floor plan of Residential Apartment / Plot / Commercial Unit / IT Unit
5.	Specifications (which are part of the Apartment / Plot / Commercial Unit / IT Unit) as per Haryana Building code 2017 or National Building Code
6.	Specifications, amenities, facilities (which are part of the project) as per Haryana Building code 2017 or National Building Code
7.	List of Approvals



## PAYMENT RECEIPT

**Application Form No** \_\_\_\_\_

**Dated**

Application Form Serial No. Shri / Smt \_\_\_\_\_ S / o / D / W / o \_\_\_\_\_ for allotment of a residential Plot in Group housing colony / Plotted colony proposed to be developed by **(Promoter Name)** named as **(Project Name)** at **sector**\_\_\_\_, Gurugram along with booking amount of Rs. \_\_\_\_\_ / - (Rupees \_\_\_\_\_ only) vide cheque / demand draft no \_\_\_\_\_ drawn on \_\_\_\_\_ towards booking amount subject to the terms and conditions attached with the said application.

Date	Cheque / DD / RTGS) No.	Mode	Bank Name & Address	Amount (in Rs)

**Receipt Date: For (Promoter Name)**

**Authorized Signatory**

1. This receipt is subject to the detailed terms & conditions mentioned in the application form, Allotment Letter and agreement for sale. Although there shall not be any variation in the terms and conditions.
2. This receipt shall be dispatched to the Allottee within 1 month from the date of submission of Booking Amount to the Promoter.
3. This receipt is non-transferable without written consent of the Promoter.
4. This receipt is subject to realization of Cheque / DD / RTGS.
5. The Allottee's liability towards payment of dues shall be discharged on the date of credit of funds in the bank account of (Promoter Name).