

ALLOTMENT LETTER

Date:

| | |
|--|------------------|
| From | To |
| Clarika Infra Private Limited | <Customer name:> |
| 711/92, Deepali, Nehru Place South Delhi , Delhi-110019 | <Address:> |
| Mobile: | <Mobile:> |
| Email Id: | <Email id:> |

Subject: Allotment of a Commercial Unit in project named as “Bonheur Avenue Grow+” 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 Grow+ |
| 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 Unit (Shops / Offices) |
| Proposed date of Completion of the Phase / Project | 31 st December 2026 |
| Proposed date of Possession of the unit | 31 st December 2026 |

| | | |
|--|---|------------------------------------|
| License No. | | 16 of 2022 |
| Name of Licensee | | LC-4535-JE (MK)-2022/6662 |
| Name of Collaborator (if any) | | NIL |
| Name of the BIP holder (if any) | | Clarika Infra Private Limited |
| Name of the change of developer (if any) | | |
| APPROVAL DETAILS | Details of License approval | License No. 16 of 2022 |
| | | Memo. No LC-4535-JE (MK)-2022/6662 |
| | | Dated : 09.03.2022 |
| | | Valid Upto : 08.03. 2027 |
| | Details of Building Plans approval | Memo. No 1056 |
| | | Dated 14.02.2023 |
| | | Valid Upto: |
| | Details of Environment Clearance approval | Memo. No: NA |
| | | Dated NA |
| | | Valid Upto NA |

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 | | Commercial Unit (Shop / Office) |
| 2 | Commercial Unit | Unit No. | |
| | | Property Category | |
| 3 | Carpet Area (sq. mtrs.) | | |
| | | | |
| | | | |
| | | | |
| 8 | Block / Tower No. | | |
| 9 | Floor No. | | |
| 10 | Rate of carpet area (Rs / sq. mtrs.) | | |
| | | | |
| 12 | Commercial Unit Area (sq. mtrs.) | | |
| 13 | Rate per sq. mtrs. | | |
| 14 | Net area of the commercial space | | |
| 15 | Total Consideration amount (inclusive of Basic Sale Price, EDC, IDC, Other charges, Parking charges, PLC, Govt fees / taxes / levies), Stamp duty, registration and Interest Free Maintenance Security Deposit "IFMSD" shall be demanded separately. | | |

- Note:** 1. Carpet Area means the net usable floor area of Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
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 | | |
| | Account No. | 99908929270421 | |
| 4. | Bank Name | HDFC Bank Limited | |
| 5. | Branch | Church Gate | |
| 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 | As per the policy of Company |

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) |
| Bank Details of master account (100%) for payment via RTGS | |
| 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 | 10% | | | | |
| 2. | On BBA | 40% | | | | |
| 3. | On Possession | 50% | | | | |
| | Total Payable | | | | | |

OR

4.2. In case of Construction Linked Plan

| Payment Plan | |
|----------------------------------|-----|
| On Booking | 10% |
| Within 60 days | 20% |
| On completion of super structure | 40% |
| On application of OC | 25% |
| On offer of possession | 5% |

OR

4.3. In case of Development Linked Installment Plan

| S. No | Stage of Payment | Percentage |
|-------|---|------------|
| 1 | At the time of Booking along and Allotment Letter | <10% |
| 2 | On Signing of Agreement for Sale i.e. on commencement of construction | <15% |

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 Commercial Unit. If there is any increase in the carpet 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 monitory 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 Commercial Unit, the balance total unpaid amount shall be paid by the Allottee and also execute the Maintenance Agreement with the nominated agency of the Company.
- 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 and 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 Commercial Unit whatsoever, and (c) the Promoter shall have a right to deal with the Commercial Unit 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 Commercial Unit 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 Commercial Unit, 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

| | |
|---|---|
| Thanking You Yours Faithfully | 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) |
| For (Promoter Name) (Authorised Signatory) | Allottee Dated: |

DOCUMENTS TO BE ATTACHED ALONG WITH ALLOTMENT LETTER

| Sr. No | Annexures |
|---------------|--|
| 1. | Payment plan |
| 2. | Action plan of Schedule of Development (Duly approved by HARERA) |
| 3. | Location Plan |
| 4. | Floor plan of Residential Apartment / Commercial Unit / Commercial Unit / IT Unit |
| 5. | Copy of License |
| 6. | Copy of letter of approval of Building Plan |
| 7. | Copy of Environment Clearance |
| 8. | Copy of draft Agreement for Sale |
| 9. | Copy of Board Resolution vide which above signatory was authorized |
| 10. | Specifications (which are part of the Apartment / Commercial Unit / Commercial Unit / IT Unit) as per Haryana Building code 2017 or National Building Code |
| 11. | Specifications, amenities, facilities (which are part of the project) as per Haryana Building code 2017 or National Building Code |

PAYMENT RECEIPT

Application Form No _____

Dated

Application Form Serial No. Shri / Smt _____ S / o / D / W / o _____ for allotment of a Commercial Unit in Commercial Project proposed to be developed by **Clarika Infra Private Limited** named as **Bonheur Avenue Grow+** at Village Dhunela, Tehsil Sohna, Sector 35, District Gurugram, Haryana, India 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).