

ALLOTMENT LETTER

Date:

From	To
1000 Trees Housing Private Limited	<Customer name:>
<Address:>	<Address:>
<Mobile:>	<Mobile:>
<Email Id:>	<Email id:>

Subject: Allotment of a residential apartment in the project named “Sanctuary 105 Phase-2” in Sector 105, Dwarka Expressway, Gurugram, Haryana

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	
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	Sanctuary 105 Phase-2
Project Location / Project Land	Sector 105, Dwarka Expressway, Gurugram, Haryana
If Project is developed in phases, then, Phase Name	Phase 1
Nature of Project	Group Housing Colony (under TOD)
Proposed date of Completion of the Phase / Project	
Proposed date of Possession of the Apartment	
License No.	
Name of Licensee	

Name of Developer (if any)		NA
Name of the BIP holder (if any)		NA
Name of the change of developer (if any)		NA
APPROVAL DETAILS	Details of License approval	License No.
		Memo. No
		Dated
		Valid Upto
	Details of Building Plans approval	Memo. No
		Dated
		Valid Upto
	Details of Environment Clearance approval	Memo. No
		Dated
		Valid Upto

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 Apartment as per the details given below:

APARTMENT BOOKING DETAILS			
1	Nature of the Apartment		Residential
2	Apartment No.	Apartment No./Tower/Floor No.	No.: _____ Tower : ____ Floor No.: __ (_____ Floor) Phase-[.]
		Parking No(s).	
3	Carpet Area of Apartment (sq. mtrs.)		
4	Balcony area (sq. mtrs.) (not part of the carpet area)		
5	Verandahs area (sq. mtrs.) (not part of the carpet area)		
6	Open terrace area (if any)		
7	Rate of carpet area (Rs / sq. mtrs.)		Rs. [•]/- per sq. mtr. Or Rs. [•]/- per sq. ft.
8	Total Sale Consideration amount (inclusive of Basic Sale Price, IDC & EDC, parking charges, PLC, GST, etc)		

1. Booking Amount

We have received **booking amount** which is not exceeding 10% of the Total Sale Consideration of the above referred Apartment as per the details given below:

BOOKING AMOUNT

1.	Booking Amount	Amount in Rs.	
		(percentage of total sale 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)	

2. Mode of Booking

1.	Direct / Real estate agent	
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3. Payment Plan

PAYMENT PLAN	
Payment Plan (Inclusive of all charges/fees) (Copy attached)	Construction linked plan / 30:40:30 Plan /50:50 Plan
Bank Details of master account (100%) for payment via RTGS	
Payment in favour of	
Account Number	
IFSC Code	

Annexure A-: 'Payment Plan'

Booking amount which is not exceeding 10% of the Total Sale Consideration of the Apartment is already paid at the time of allotment. Balance amount of the Total Sale Consideration shall be paid as under:

3.1. In case of 30:40:30 Plan

Installment	Stage of Payment	Percentage
1st	Booking Amount	10%
2nd	Within 90 days of Booking Amount	20%
3rd	On Completion of Super Structure	40%
4th	On Application of OC	25%
5th	On Offer of Possession	5%

Note : Any Amount more than 10% limit shall be demanded post registration of Agreement For Sale only.

OR

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

Installment		Percentage
1 st	Booking Amount	10%
2 nd	On or within 90 days of Booking	10%
3 rd	On Completion of 1 st Floor Roof Slab	10%
4 th	On Completion of 7 th Floor Roof Slab	10%
5 th	On Completion of 14 th Floor Roof Slab	10%
6 th	On Completion of 21 st Floor Roof Slab	10%
7 th	On Completion of 28 th Floor Roof Slab	10%
8 th	On Completion of Top Floor Roof Slab	10%
9 th	On Completion of Internal Plaster	10%
10 th	On Application of OC	5%
11 th	On offer of Possession	5%

Note : Any Amount more than 10% limit shall be demanded post registration of Agreement For Sale only.

OR

In case of **50:50 Plan**

Installment		Percentage
1 st	Booking Amount	10%
2 nd	On or within 90 days of Booking	40%
3 rd	On Application of OC	45%
4 th	On offer of Possession	5%

Note : Any Amount more than 10% limit shall be demanded post registration of Agreement For Sale only.

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,

Thanking You Yours Faithfully For 1000 Trees Housing Private 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) Allottee Dated:
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THIS ALLOTMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. TERMS

- 1.1 That the allotment of above Apartment 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 the Apartment without prior consent of the Promoter before 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 Apartment 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 Sale Consideration amount includes Basic Sale Price, EDC & IDC, parking charges, PLC, GST and charges 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 Apartment 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:

Provided that, in case there is any change/modification in the taxes/charges/fees/levies etc. or any directions from any department, even if retrospective in effect, 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 Real Estate (Regulation and Development) Act, 2016 (“**Act**”) the same shall not be charged from the Allottee.

- 1.7 The Promoter shall inform the Allottee about any details of the changes, if any, in the area of the Apartment. If there is any increase in the Apartment 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 minor adjustment shall be made at the same rate per sq. mtrs. as per Agreement for Sale
- 1.8 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.
- 1.9 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.
- 1.10 On offer of possession of the Apartment, the balance total unpaid amount shall be paid the Allottee.
- 1.11 The stamp duty and registration charges will be payable by the Allottee at the time of registering the conveyance deed with the sub-registrar.
- 1.12 The Allottee hereby agrees, acknowledges and confirms that the Promoter shall, either through itself and/or through its nominees, carry out construction and development on land parcels adjacent to the Project (“**Additional Land**”), after seeking additional license/sanctions from competent authorities, 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 and connectivity of services from 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.
- 1.13 The Allottee hereby agrees, acknowledges and confirms that the Promoter has conceptualized the construction and development on the Project Land/Larger Land and structure, infrastructures, services, specifications, common areas and common facilities on the Project Land/Larger Land 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 Land/Larger 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 in compliance of the provision of RERA Act 2016, allottees shall become member of Apartment Owner Association (AOA) and shall complete all necessary formalities to form AOA within a period of 3 months of majority of allottees having booked their apartment/units or early case may be.

2. **MODE OF PAYMENT**

- 2.1 All cheques / demand drafts must be drawn in favour of '**1000Trees Housing Private Limited**'.
- 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. In case of multiple allottees, it shall be sufficient to issue a notice to the First Allottee only.
- 3.2 You will inform us of any change in your address, telephone no., email ID for future correspondence.

4. **CANCELLATION BY ALLOTTEE**

The Allottee shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter shall be entitled to forfeit the earnest money as agreed as 10% ("Earnest Money") of Total Sale Consideration, interest paid and/or due to be paid by the Allottee on delayed payment and any brokerage/incentive paid by the Promoter to the broker/channel partner, if any, along with amount paid towards GST and which is non-recoverable by the Promoter. The balance amount of money (if any) paid by the Allottee shall be returned by the Promoter to the Allottee, without any interest or compensation within 90 (ninety) days of such cancellation. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India marginal cost of lending rate plus 2% (two percent).

It is agreed by the Allottee that any amount to be refunded under the present clause shall be paid from the separate account maintained by the Promoter as per the requirement of Section 4(2)(1)(D) of the Act.

5. **COMPENSATION**

Save as provided herein, in case the Allottee is not in breach of its obligations under the Application Form, Allotment Letter and Agreement for Sale, 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 '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 refund the amount as per clause 4 above and (b) the Allottee shall not have any rights or interest in the Apartment whatsoever, and (c) the Promoter shall have a right to deal with the Apartment 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 an apartment 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 APARTMENT**
The Promoter on receipt of Total Sale Consideration of the Apartment, 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>For 1000Trees Housing Private Limited (Authorised Signatory)</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>Allottee</p>
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DOCUMENTS TO BE ATTACHED ALONG WITH THE ALLOTMENT LETTER

S. No.	Annexures
1.	Payment Plan
2.	Plan of Apartment
3.	Copy of Agreement for Sale
4.	Copy of Licence
5.	Copy of BR-III (building plan approval)
6.	Copy of Pasing plans approval letter
7.	Copy of Environment clearance letter
8.	Copy of approval of Fire scheme letter
9.	Copy of HARERA Registration certificate
10.	Copy of Board Resolution vide which the above signatory was authorized
11.	Specifications (which are part of the Apartment) as per Haryana Building Code 2017 or National Building Code
12.	Specifications, amenities, facilities (which are part of the Project)