

ALLOTMENT LETTER

Date: _____

To _____

SUB: ALLOTMENT OF THE PLOT IN THE RESIDENTIAL PLOTTED COLONY UNDER DDJAY-2016 NAMED AS "GARDEN 28 PATAUDI", AT VILLAGE PATAUDI, SECTOR-4, TEH-PATAUDI, DISTT- GURUGRAM, HARYANA

REF: YOUR APPLICATION NO----- DATED _____.

Dear Sir/Madam,

This has reference to your application dated _____ ("Application") for allotment of plot in the above mentioned project registered with Haryana RERA, Gurugram bearing Reg. No. _____ dated _____.

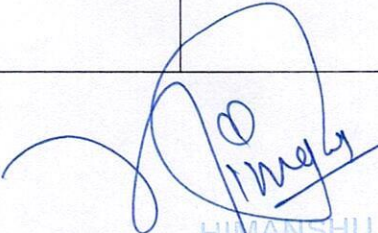
We are pleased to confirm you the allotment of residential plot bearing number....., admeasuring _____ Sq. Yds...../Sq.Mtr. in Block _____ in project "**Garden 28 Pataudi**" situated at Village PATAUDI, SECTOR-4, TEH-PATAUDI, DISTT- GURUGRAM, HARYANA ("**Plot**"), being developed under Deen Dayal Jan Awas Yojna-2016(DDJAY-2106), on the terms and conditions mentioned in the application form and the Agreement for Sale to be executed between Developer i.e. Mr. Himanshu Garg. The details of the subject Plot and payment plan for payment of the total price of the Plot are enclosed herewith.

1. 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:

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		
7.	Total sale consideration (As per Annexure -1)		

Developer

Allottee (S)


HIMANSHU GARG
Garden 28, Pataudi

PAYMENT PLAN OPTED (✓) Tick whatever Plan is applicable	
1. Down payment plan	()
2. Construction linked plan (CLP) or Development Linked Plan	()

1. Down Payment Plan

S.no.	Installment	Percentage of total consideration	Amount (in Rs.)	Due Date	Balance Payable (in Rs.)
1.	On Booking	10%			
2.	After 30 Days of Execution of BBA	60%			
3.	On Possession	30%			
	Total Payable				

HIMANSHU GARG
Garden 28, Pataudi

Developer

Allottee (S)

OR

2. Construction Linked Plan (CLP) or Development linked payment plan

S. No	Stage of Payment	Percentage
1	At the time of Booking	10%
2	Within 15 days from the date of Execution of Builder Buyer Agreement	15%
3	Within 15 Days from the date of commencement of Boundary Wall work and Backfilling and site levelling work	10%
4	Within 15 days from commencement of sewer line, storm water drainage and rain water harvesting and water line	15%
5	Within 15 days from commencement of roads up to WBM level	10%
6	Within 15 days from commencement of STP/ UGT work	10%
7	Within 15 days from commencement of electric laying of cables and erection of street lights ,	10%
8	Within 15 days from commencement of landscaping and development of green area and Electric Sub Station and completion road work up to final finish top layer level	10%
9	Within 21 days from the date of Offer of Possession (Stamp duty, registration charges, Legal fee, and other miscellaneous expenses/fee etc.)	10%

All Payments Regarding the Allotted Plot will be received in the under said Bank Account of Developer only and by Cheque / Demand Draft / Pay order / RTGS / IMPS/ NEFT only.

Bank Details of Master Collection Account (100%)	
Payment in favour of	HIMANSHU GARG A/C GARDEN 28 PATAUDI
Bank Name	ICICI Bank Ltd.
Bank Branch	SCF-94, Huda Market, Sec-14, Gurugram, Haryana
Account Number	589705000013
IFSC Code	ICIC0005897
MICR Code	122229014

Developer

Allottee (S)


HIMANSHU GARG
Garden 28, Pataudi

2. Mode of Booking

1.	Direct/Agent	
2.	Real estate agent RERA Reg. No	

This allotment is subject to the following conditions:

1. TERMS

1. That the allotment of the 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. Terms & conditions provided in 'agreement for sale' shall be final and binding on both parties subject to any conditions in the allotment letter. The Applicant has reviewed the draft Agreement for Sale and hereby consents to execute the same as and when required by the Developer.

The Allottee shall not transfer or resale the Plot without the prior written consent of the Developer. All Assignment/ transfer(s) of the said Plot, in case of allotment, by the Applicant(s)/ Allottee shall be permissible at the sole discretion of the Developer on payment of such administrative charges as may be fixed by the Developer. Provided that such transferee confirms to the dedicated usage of the Plot and the terms of allotment of the Plot after the due diligence i.e. the Transferee(s), shall also be liable to bear the cost of (Stamp Duty, Registration Fee, Legal Charges) if applicable on such assignment / transfer.

1.1 Upon issuance of this allotment letter, the allottee shall be liable to pay the agreed consideration of the plot as stipulated in the payment plan hereinabove.

1.2 The total price (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.

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(s)) paid/payable by the Developer 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: The Applicant(s), in addition to the Total Price, shall also be liable to pay the cost of stamp duty, registration fee and legal charges for the execution and registration of the Agreement and the conveyance deed of the Plot, at applicable rates. And Bulk Electricity Charges, Sewer and water connection and Interest Free Maintenance Security Deposit (IFMS) and advance monthly maintenance charges to be determined by Developer at the time of offer of possession.

Developer


HIMANSHU GARG
Garden 28, Pataudi

Allottee (S)

2. 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 Developer shall be increased/decreased based on such change/modification:

2.1 In case, the allottee fails to pay to the Developer 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.

2.2 Upon the offer of possession of the Plot, the Allottee shall pay the total outstanding balance amount, and thereafter, shall execute the Conveyance Deed within a period of three (3) months in accordance with the provisions of the applicable Act and Rules. In the event the Allottee fails to take possession of the Unit within the stipulated period, the Developer shall be entitled to levy delayed possession charges on the Allottee at a rate determined solely by the Developer. The stamp duty and registration charges and legal fee will be payable by the allottee at the time of registering the Agreement to Sale/ conveyance deed with the Sub Registrar Office, Pataudi / Gurugram.

2.3 Interest, as applicable on any delayed payment of installments, shall be payable additionally along with the respective installment." Name and contact number of the allottee should 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 and on email Id provided in the application form.

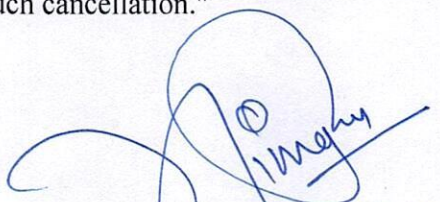
The Allottee shall promptly inform the Developer in case the address given in this allotment shall be final unless any change is intimated under Registered AD letter. All demand notices, letters etc., posted at the given address shall be deemed to have been received by the Applicant(s) and the Applicant(s) shall be responsible for any default in payment and other consequences that might occur therefrom.

4. CANCELLATION BY ALLOTTEE

If the Allottee fails to submit consent, seeks cancellation or withdrawal from the Project without any fault of the Developer or fails to pay the required additional amount towards the total price/cost of the Plot and to sign the Agreement for Sale within the stipulated time, then the Developer shall be entitled to forfeit 10% of the total consideration payable by the Allottee for the allotment, along with any interest component on delayed payments payable by the Allottee for breach of the Agreement and non-payment of any dues to the Developer. The interest rate payable by the Allottee to the Developer shall be the highest marginal cost of lending rate (MCLR) of the State Bank of India plus two percent (2%). The balance amount paid by the Allottee shall be refunded within ninety (90) days of such cancellation."

Developer

Allottee (S)


HIMANSHU GARG
Garden 28, Pataudi

After the allotment of the Plot in applicants favour, is subject to timely payment and execution of an agreement to sell ('Agreement for Sale') within 30 (thirty) days of allotment of the Plot. The Agreement for Sale stipulates the detailed terms and conditions of the contemplated sale of the Plot in applicants favour. In the event of non-compliance with any of the above stated obligations from your end, The Developer will be entitled to cancel the allotment of the Plot and entire Earnest Money shall stand forfeited paid against the Plot equivalent to the 10% amount of the total consideration of the Plot.

5. COMPENSATION

Compensation on delayed possession or otherwise shall be payable by the Developer to the allottee as per provisions of the Act

6. SIGNING OF AGREEMENT FOR SALE

The Developer and allottee will sign "agreement for sale" within 30 days of allotment of this plot.

- a. That Allottee(s) are required to be present in person in the office of Sub-Registrar / Tehsildar Pataudi, on any working day fixed mutually during office hours to sign the '**agreement for sale**'. The date and time shall be communicated to allottee well in advance. The Applicant(s), in addition to the Total Price, shall also be liable to pay the cost of stamp duty, registration fee and legal charges for the execution and registration of the Agreement of the Plot, at applicable rates.
- b. All the terms and conditions mentioned in the draft agreement for sale as notified in pursuance of section_____ of the Haryana real estate (regulation and development) by government of Haryana.

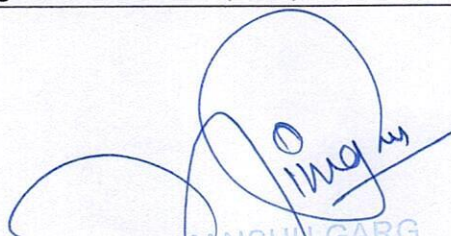
7. CONVEYANCE OF THE SAID UNIT

The Developer on receipt of total price of the above said residential plot, will execute a conveyance deed in favour of allottee(s) within three months and no administrative charges will be charged from the allottee except stamp duty, Registration Fee and Legal Charges.

Documents to be attached along with Allotment Letter

Sr. No	Annexures
1	Payment plan
2	Copy of draft Agreement for Sale (BBA)

Developer


HIMANSHU GARG
Garden 28, Pataudi

Allottee (S)


You are requested to sign and execute all necessary documents, including Agreement for Sale, in respect of the Plot.

Please sign and return both copies of this letter as confirmation of your acceptance of the allotment of the Plot. The Developer shall retain one duly executed copy and send the other executed copy to you

We assure you of our best services and co-operation at all times.

Yours truly,
HIMANSHU GARG

Authorized Signatory



HIMANSHU GARG
Garden 28, Pataudi

Enclosed:

- A. Details of the Plot
- B. Payment Plan
- C. Draft of the Agreement for Sale

Developer

Allottee (S)

DETAILS OF TOTAL PRICE AND PAYMENT PLAN

I: TOTAL PRICE

S. No.	Price Description	Amount in Rs.
A.	Base Price (BP) at the rate of Rs. _____ Per Square Meter of the Plot Area (i.e. Rs. _____ Per Sq.yrd.)	
B.	EDC & IDC	
C.	Other Charges	
D.	Total Sale Consideration	

As applicable.

- * as per the prevailing rates & regulations and are subject to change.
- * Stamp duty amount & Registration fee on the BBA, Conveyance deed shall be extra & payable by the Allottee(s) as applicable at the time of Conveyance Deed.
- * Interest Free Maintenance Security Deposit (IFMS)
- * Bulk Electricity Charges, Sewer and water connection and advance monthly maintenance charges to be determined by Developer at the time of offer of possession.

The allottee hereby declare that the above-mentioned particulars/information given by me/ us are true and correct to my/our knowledge and no material facts have been concealed therefrom and will abide by all the detailed terms & conditions mentioned in the Agreement for Sale which is annexed with the allotment letter.

Best Wishes

ALLOTTEE (S)

DATE


Thanking You
Yours Faithfully

HIMANSHU GARG (DEVELOPER)
(Authorised Signatory)
GARDEN 28 PATAUDI

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)

Developer

Allottee (S)



HIMANSHU GARG
Garden 28, Pataudi