

UP RERA registration No. _____ dated _____ registered with Uttar Pradesh Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016.

Ref No: _____/_____

Print Date: _____

Customer ID:

Mr./Ms./M/s.

{ Address }

India

Phone/Mobile: _____

Subject: Provisional Allotment of Plot No. _____ at 'Hridayam at Emaar Gomti Greens' (RERA No. _____ dated _____) at Gomti Nagar Extension, Sector-7, Amar Shaheed Path, Lucknow-226001, Uttar Pradesh.

Dear Mr. _____,

Greetings from Emaar!

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(s) and the Plot provisionally allotted to you are summarized hereunder:

Project	Provisional Allotment of Plot No. _____ at 'Hridayam at Emaar Gomti Greens' at Gomti Nagar Extension, Sector - 7, Amar Shaheed Path, Village Sarsawa, Ardauna Mau and Ahma Mau, Pargana, Tehsil Sarojni Nagar, District Lucknow-226001, Uttar Pradesh, India.
Plot No.:	Block No. _____
Type of Plot:	Residential Plot
Plot Size:	_____ sq. mts. (_____ sq. yards)
Name of the Allottee and Co-allottee(s), if any	
Total Price	Rs. _____ (Includes Basic Sale Price+ EDC/IDC/City Development and Connectivity Charges and any interest thereon + Club Membership Charges + Operational Charges/Other Charges + Maintenance Charges and Taxes and Cesses*.)

Other Charges not forming part of the Total Price:

- Interest Free Maintenance Security: Rs. _____/-
- Other Payments for any infrastructural facility and/or any other amenities which cannot be ascertained presently shall be payable by the Applicant(s) over and above the Total Price, as and when demanded by the Promoter.

***Note:**

(i) The Terms and Conditions of allotment are set out in 'Annexure A' hereto.

(ii) The Total Price is subject to final confirmation at the time of possession.

(iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and sale/conveyance deed etc. which shall be extra.

(iv) The Other Payments referred to as above shall be intimated at the time of intimation/offer of possession or at any time thereafter.

(v) Payments to be made by cheque(s)/banker cheque(s)/pay order(s)/demand draft(s) only, drawn in favour of 'M/s Emaar India Ltd – Collection Account' for "HRIDAYAM at EMAAR GOMTI GREENS", payable at [_____].

(vi) Provisional Allotment to Non-Resident and National of Indian Origin shall be subject to Laws of Republic of India.

(vii) 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).

(viii) Any revision in EDC, IDC, 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 Law. 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.

You, the Allottee are hereby requested to kindly remit/ send the payment of ₹ _____ (Rupees _____ Only) through a Demand Draft/ Pay Order/ Banker's Cheque/ Cheque drawn in favour of M/s Emaar India Ltd – Collection Account for "HRIDAYAM at EMAAR GOMTI GREENS" Swift Code _____, with IFSC Code _____, in _____ Bank.

Please note that this Provisional Allotment is provisional and is subject to you executing and registering the Plot Buyer's Agreement and your performance of all the terms and conditions as set out in the Plot Buyer's Agreement to be executed between us within the prescribed timelines.

You are requested to make the payment towards charges for registration of the Plot Buyer's Agreement vide E-challan. The

same has to be generated from _____. In case of any query regarding the same, kindly refer to the allotment letter sent to your registered email id. The E-challan is to be submitted along with the executed Plot Buyer's Agreement.

All capitalized terms used herein shall have the same meaning as ascribed to it in the Application Form and the Plot Buyer's Agreement.

You are requested to visit our office with prior appointment for completion of requisite documentary formalities, if any.

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.

We thank you for having invested with us and warmly welcome you to the Emaar family.

You are requested to quote the Plot Number and Customer ID (as referred to herein in this Allotment Letter), given above in all your future communications with us.

Yours Sincerely,

Emaar India Limited
(Formerly known as Emaar MGF Land Limited)

Enclosed: As above

‘Annexure A’

*All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of the Uttar Pradesh Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (“**UPRERA Rules**”) and respective regulations made thereunder (as amended from time to time) and the applicable law. Any such provision which is inconsistent with and/ or contradictory to RERA Act and UPRERA Rules and regulations made thereunder, (as amended from time to time) and the applicable law, shall not have any effect and shall be deemed to be void ab initio. The terms of Allotment and that of the Agreement to be executed in furtherance thereof shall be in consonance with RERA Act, UPRERA Rules and regulations made thereunder, (as amended from time to time) and the applicable law.*

Terms and Conditions:

1. The registration under RERA Act read with UPRERA Rules has been granted in the name of the Company.
2. This allotment shall be valid only subject to clearance of earlier amounts tendered by the Allottee and subject to future payments on time.
3. Upon issuance of this Allotment Letter, the Allottee shall be liable to pay the agreed Total Price as per the Payment Plan annexed herewith as ‘**Annexure B**’ hereunder, time being of all essence.
4. Post the receipt of the Application, the Company has given to the Allottee disclosures of various documents and information regarding the Larger Land, Project, Scheme and that of the Plot.
5. The Allottee shall make all payments to the Company and/or as per the instructions of the Company from his own bank account only and not from and 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.
6. The Allottee agrees and undertakes to be bound by and perform all obligations and terms and conditions contained in the Application Form, this Allotment Letter and the Plot Buyer’s Agreement to be executed and registered in furtherance of this Allotment Letter (“**Buyer’s Agreement**”), including timely payment of amounts stated hereunder and in this Allotment Letter.
7. The Buyer’s Agreement 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 RERA Act, UPRERA Rules and regulations as may be framed thereunder by the State of Uttar Pradesh. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Buyer’s Agreement shall prevail.
8. If Allotment of the said Plot is cancelled either by the Allottee or by the Company, the Allottee shall cease to have any claim against/ upon the said Plot and/ or against the Company (except for the refund as stated herein) and the Company shall be free to deal with the said Plot in any manner whatsoever without any further reference/ intimation to you the Allottee.
9. Please note that this allotment is further subject to the Allottee paying the requisite stamp duty and registration charges and registering the Buyer’s Agreement within the prescribed timelines as per the applicable Law, failing which, the Company at its sole discretion reserve its right to cancel the Allotment, this Allotment Letter and/or Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
10. The Allottee shall sign and deliver the Buyer’s Agreement 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 Company*) from the date of this Allotment Letter; and appear for registration of the Buyer’s Agreement for Sale before the concerned Sub-Registrar in accordance with the stipulated timelines prescribed by the applicable Law. This Allotment Letter is not meant or be treated or deemed to be a Buyer’s Agreement as contemplated under provisions of law. If the Allottee fails to execute and deliver to the Company the Buyer’s Agreement within the aforesaid prescribed time along with due payment and/or appear before the Sub-Registrar for its registration, the Company 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 Company 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 Company) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier paid by the Company 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 Company the deficit amount. The rate of interest payable by the Allottee to the Company shall be marginal cost of lending rate (“**MCLR**”) on home loan of State Bank of India plus 1% (one) percent. The balance amount of money paid by the Allottee shall be returned by the Company to the Allottee, without interest or compensation within 45 (Forty-Five) days of such cancellation or withdrawal.

Further, if the Allottee(s) fails to execute and deliver to the Company, Buyer’s Agreement 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 Law, then the Company 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 Company 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 Company) and any fee/ brokerage/ commission/ margin/ any rebates availed earlier paid by the Company 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 Company the deficit amount. The rate of interest payable by the Allottee to the Company shall be marginal cost of lending rate (“**MCLR**”) on home loan of State Bank of India plus 1% (one) percent. The balance amount of money paid by the Allottee shall be returned by the Company to the Allottee, without interest or compensation within 45 (Forty-Five) 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.

11. In accordance with applicable law and subject to the terms of the Buyer’s Agreement and also in accordance with the procedure laid down by the Company and upon payment of the administrative charges as prescribed by the Company, the Allottee shall be entitled to assign/ transfer his rights in the allotment of the Plot. Further, upon execution of the Conveyance Deed the Allottee shall be fully entitled to let, sublet, re-sell or transfer his right, title and interest to any third party in accordance with the applicable Law.
12. The Allottee shall not do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project or the brand ‘**Emaar**’ or the Company or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Company shall be entitled to proceed as per the provisions of this Allotment Letter.
13. This Allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. Subject to the provisions of the RERA Act read with the UPRERA Rules and UPRERA Regulations, the Courts at Lucknow alone shall have exclusive jurisdiction over all matters arising out of a relating to this Allotment Letter. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Allotment Letter and the Buyer’s Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties,

shall be settled amicably by mutual discussion within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of the RERA Act read with the UPRERA Rules and UPRERA Regulations.

**‘Annexure B’
Payment Plan**

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/Lucknow only or through electronic transfer mode (as permissible under applicable Law) drawn in favor of/ to the account of M/s Emaar India Ltd – Collection Account for “HRIDAYAM at EMAAR GOMTI GREENS” 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 Company 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 Company failing which the Company may in its sole discretion reject the same and return directly to said Third Party. The Allottee undertakes to indemnify the Company in this regard.
- In the event any amount by the Allottee is prepaid, the Company 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 Company shall charge interest at marginal cost of lending rate (“**MCLR**”) on home loan of State Bank of India plus 1% (one) percent per annum from the due date or as may otherwise be prescribed under the provisions of the RERA Act read with UPRERA Rules and UPRERA regulations (along with the rules and regulations as may be framed thereunder by the State of Uttar Pradesh) 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) @ 1% (one percent) 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 Company 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 '_____'

Bank Name:

Account No

IFSC Code:

Account Name:

Bank's Address:

Swift Code: