

PROVISIONAL ALLOTMENT LETTER

Date:

Client Name:

Address:

Contact No.:

Dear Sir/Madam,

Subject: Provisional Allotment of residential space bearing unit no. [▪] having carpet area [▪] square feet, type [▪], on [▪] floor in [tower/ block/ building] no. [▪] (“Unit”) named as "**Bhutani 18**" situated on plot No B-58, Sector 128, Noida, Uttar Pradesh- 201317 ("**Project**"), bearing RERA Registration No. [●]

This is with reference to your application dated _____ for allotment of residential unit in our project “**Bhutani 18**”, located at plot No B-58, Sector 128, Noida, Uttar Pradesh- 201317.

We, Goodliving Infrastructure Private Limited, an entity duly incorporated under the Companies Act, 1956 having its registered office at 7th Floor, Tower C, Bhutani Alphathum, Janpath Marg, Sector 90, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh, India, 201301 ("**Developer**"), hereby provisionally and conditionally allot to you the applicant (“**Allottee**”) the Unit, subject to the following information provided to the Allottee and the terms and conditions provided hereinbelow:

1. The Project is conceptualized and developed as a group housing society on the leased land admeasuring approximately 6168 sq. mtrs. situated on Plot No: B-58, Sector 128, Noida, Uttar Pradesh- 201317 (“**Said Land**”). In respect of the Said Land, the Government of Uttar Pradesh constituted the Yamuna Expressway Industrial Development Authority (formerly known as *Taj Expressway Industrial Development Authority*) under the U.P. Industrial Area Development Act 1976 (hereinafter referred to as “**YEA**”) for anchoring development of Yamuna Expressway Project which, *inter alia*, included construction of six-lane, 160 Km long Expressway connecting Noida and Agra (hereinafter referred to as the “**Expressway**”). A Concession Agreement dated 07.02.2003 (hereinafter referred to as the “**Concession Agreement**”) was executed between YEA and Jaiprakash Industries Limited (which was subsequently merged with Jaypee Cements Limited and underwent a name change to Jaiprakash Associates Limited (“**JAL**”). In terms of Clause 18.1 of the Concession Agreement and the directives of YEA, JAL the then Concessionaire, incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited (“**JIL/Sub-Lessor**”) for the implementation of the Expressway Project. All the rights and obligations of JAL under the Concession Agreement were transferred to Sub-Lessor by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, Sub-Lessor and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and the Sub-Lessor and therefore, the Sub-Lessor is now the Concessionaire. In terms of the Concession Agreement, YEA transferred on lease to the Sub-Lessor, 25 (Twenty-Five)

million square meters of land alongside the Expressway, including 5 (Five) million square meters of land at Noida/Greater Noida. YEA, in part discharge of its obligations under the Concession Agreement for transfer of 5 (Five) million square meters of land for development at Noida/Greater Noida, transferred on lease, for a period of 90 (Ninety) years, 498.94 Hectares (1232.38 Acres) of land (hereinafter referred to as the “**Leased Land**”), to the Sub-Lessor. Out of 498.94 Hectares of Leased Land, 434.35 Hectares (1072.84 Acres) land (hereinafter referred to as the “**Subject Land**”) falls in Sectors 128, 129, 131, 133 and 134 at Noida (which has since been named as **Jaypee Greens, Wish Town, Noida**). YEA granted unfettered right in favor of Sub-Lessor to Sub-Lease the whole or any part of the Subject Land, or otherwise dispose of its interest in the **Subject Land/or part thereof** to any person in any manner whatsoever without requiring any consent or approval of YEA or of any other relevant authority. Apart from carrying out the development on the Subject Land, the Sub-Lessor was also granting development rights on the portions of the Subject Land for development by the third parties at the request of JAL. In furtherance to the same an assignment agreement dated January 6, 2020 was executed between JIL, JAL and the Developer whereby the Developer has been assigned with all development rights and entitlement thereof with respect to the Said Land and to undertake the construction and development of the Project on the Said Land.

2. The Allottee has fully satisfied himself/herself/itself with the title of the Developer over the Said Land and that the Developer has right and authority to develop and construct the Project on the Said Land and to sell/sub-lease the Unit to the Allottee.
3. The Allottee agrees that he/she/it has applied for allotment of the Unit with full knowledge of all the laws/notifications and rules applicable to the Project in particular which have been explained by the Developer and understood by him/her/it. The Allottee agrees that the allotment is purely provisional and the Allottee would be bound by the terms and conditions of the allotment.
4. Subject to what has been stated herein, the Developer has provisionally allotted to the Allottee the Unit in the Project for a total consideration of INR _____ (Indian Rupees _____ only) (“**Total Consideration**”) which shall include but shall not be limited to basic sales price, and other charges. It is hereby clarified that all taxes, duties, levies i.e. Surcharge, GST, Stamp Duty shall be payable in addition to the Total Consideration.
5. It is agreed by the Allottee that the area of the Unit given in this Provisional Allotment Letter is in accordance with the approved building plan(s) etc. and may be subject to change if required by the New Okhla Industrial Area Development Authority or Yamuna Expressway Industrial Development Authority, as applicable. The Allottee agrees that upon variation, if any, in the area of the Unit herein allotted the Total Consideration herein agreed shall be suitably adjusted at the sole discretion of the Developer.
6. The Total Area comprises of the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other

projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, mummy and machinery rooms, guard rooms and other common facilities etc. and including all basement rights attached to the said Unit. It is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including rights and to carry out further constructions with respect to club, swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Developer who will have the authority to charge memberships for such facilities or / and dispose off these assets as stated above in the manner deemed fit by the Developer.

7. Upon execution of the Provisional Allotment Letter the Allottee has paid a sum of INR _____ - (Indian Rupees _____ Only) as advance/booking payment including GST as per details given below the receipt of which is admitted by the Developer.

“INR _____/- (Indian Rupees _____ Only) vide Cheque No. _____ dated _____ drawn on _____.”

The balance amount of INR _____/- (India Rupees _____ only) plus GST out of the Total Consideration shall be payable by the Allottee as per the payment plan annexed herewith as **Annexure I (“Payment Plan”)**.

8. The Allottee shall, make all payments to the Developer and/or as per the instructions of the Developer from their 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 Unit shall be issued in favor of the Allottee only.
9. The basic sale price of the Unit is escalation free, save and except increases, which the Allottee hereby agrees to pay to the Developer on demand, due to increase in total area of the unit allotted, Government rates, taxes, cesses etc., increase on account of additional fire safety measures undertaken and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time. If due to any provision of the existing and future laws, guidelines, directions etc. of any Government and/or the Competent Authorities made applicable to the Unit/said Project requiring the Developer to provide pollution control devices, effluent treatment plant, additional fire safety measures etc. in the said Project, then the cost of such additional devices, equipments etc. shall be borne and paid by the Allottee in proportion to the total area of his Unit in the Project as and when demanded by the Developer at the sole discretion of the Developer.

10. The Allottee agrees and undertake to be bound by and perform all obligations and terms & conditions contained in the Application Form; this Allotment Letter and the Agreement for Sub-lease/ Agreement to Sell to be executed and registered in furtherance of this Allotment Letter.
11. The Agreement to Sub-lease/ Agreement to Sell shall clearly specify the terms of allotment, and other relevant conditions, in accordance with the applicable laws, including but not limited to the Act and the Rules (and any associated rules and regulations) as prescribed by the State of Uttar Pradesh. In case of any inconsistency between the terms of any related documents, the provisions set out in the Agreement for Sub-lease/ Agreement to Sell shall take precedence.
12. In case the allotment of the Unit is cancelled due to the Allottee failing to comply with the provisions of Application Form/ Allotment Letter / Agreement to sub-lease/ Agreement to Sell, including (but not limited to) making payment of all due amounts as per the Payment Plan stated herein (and interest thereon, if any) or seeks to withdraw or cancel the Allotment in respect of the Unit, the Allottee shall be deemed to be in default and the Developer shall be entitled to forfeit the Earnest Money (being 10% (ten percent) of the Total Consideration) and interest component of [●] on delayed payment (payable by the Allottee for breach and non-payment of any due payable to the Developer). Further, the Allotment of the Unit shall stand cancelled and the Allottee shall be left with no lien whatsoever on the Developer and/or on the Unit. The amount, if any, paid over and above the earnest money shall, however, be refunded to the Allottee by the Developer within [●] days from the date of cancellation or withdrawal.
13. The Allottee, if resident of outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc.
14. The stamp duty, registration fee, transfer charges which may be required to be payable to the Noida Okhla Industrial Development Authority/Yamuna Expressway Industrial Development, as applicable and/or any other competent authority for obtaining permission for the sub lease deed/ agreement to sell in favour of the Allottee and other incidental and legal charges for execution and registration of this Allotment, Sub-lease deed or Agreement to Sell with respect to the Unit will be payable solely by the Allottee.
15. The Allottee shall not transfer its right, title and interest in the Unit to any third party without the written consent/approval from the Developer. The Developer may, however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges @ INR [●]/- (Indian Rupees [●] only) per sq. ft. by executing documents of transfer, indemnity bond, affidavit etc. The said administrative charges shall be paid by the Allottee to the Developer. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose.

16. 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 'Bhutani' or the Developer 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 Developer shall be entitled to proceed as per the provisions of this Allotment Letter.
17. All the terms & conditions, rights and obligations as contained hereunder shall be subject to the provisions of The Real Estate (Regulation & Development) Act, 2016 ("Act"); The Uttar Pradesh Real Estate (Regulation & Development) Rules, 2016 ("Rules") and The Uttar Pradesh Estate Regulatory Authority (General) Regulations, 2019 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 the Act and/or 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 sub-lease/ Agreement to Sell to be executed in furtherance thereof shall be in consonance with the Act and the Rules and regulations made thereunder, as amended from time to time) and the applicable law.
18. All or any disputes arising out of or touching upon or in relation to the terms of this Provisional Allotment Letter 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 failing which the same shall be settled through arbitration. The Parties shall mutually appoint a sole arbitrator and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The Courts at Noida, Uttar Pradesh alone shall have jurisdiction in all matters arising out of/touching and/or in connection with this Allotment.

You are requested to sign on all pages of this Provisional Letter of Allotment as your acceptance of the terms and conditions stipulated herein.

For and on behalf of **Parmesh Construction Company Limited**

Authorized Signatory

I/We accept the allotment on the terms and conditions stated hereinabove

Allottee

DRAFT

ANNEXURE I
(PAYMENT PLAN)

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