PROVISIONAL ALLOTMENT LETTER

Date:

Client Name:

Address:

Contact No.:

Dear Sir/Madam,

Subject: Provisional Allotment of retail space/office space/residential space bearing unit no. [▪] having carpet area [▪] square feet, type [▪], on [▪] floor in [tower/ block/ building] no. [▪] named as "**ASTRATHUM**" ("**Project**") situated on plot bearing Plot No -01, Sector Techzone-07, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, India ("**Unit**"), bearing RERA Registration No. _____

This is with reference to your application dated _____ for allotment of an office unit /retail unit/ residential unit in our project "**ASTRATHUM"**, located at **Plot No -01, Sector Techzone-07, Greater Noida G.B. Nagar Uttar Pradesh, India.**

We, Parmesh Construction Company 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 mixed land use with efficient residential, retail and office spaces situated on Plot No -01, Sector Techzone-07, Greater Noida G.B. Nagar Uttar Pradesh, India, on the leased land admeasuring _____ sq. mtrs. situated in Plot No -01, Sector Techzone-07, Greater Noida G.B. Nagar Uttar Pradesh, India ("**Said Land**"). In respect of the Said Land, the Greater Noida Industrial Development Authority ("**GNIDA**") had granted a lease of _____ years in the favor of Yashoda Super Speciality Hospitals Private Limited ("**Land Owner**") vide lease deed dated _____ and the Land Owner and the Developer have entered into a Joint Development Agreement dated _____ ("**JDA**") whereby sole development rights have been granted to the Developer for 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/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

DRAFT

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 tentative and subject to change upon approval of final building plan(s) etc. and/or on completion of construction of the Project. 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 Super Area of the Unit includes the covered area of the Unit including area enclosed by its periphery walls, area under walls, columns, half the area of walls common with other Unit etc. which form integral part of the Unit. Common area shall mean all such part/areas in the Project which the Allottee of the Unit shall use by sharing with other Allottees of the Project including corridors and passages, atrium, common toilets, lifts and lift lobby, escalators, area of cooling towers, AHU rooms, security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, mumties, lift machine rooms and water tanks etc.

   ***"**Super Area**" of Unit shall mean and include (a) Unit Area; (b) proportionate undivided share / interest in the Common Areas in general as finally achieved at the time of grant of occupation permission and eventually achieved at the time of grant of occupation permission. The Super Area mentioned herein is tentative and subject to change and may be modified or revised or changed during the course of Project's completion and grant of occupation certificate.*

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.

a. 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**").

DRAFT

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 Said Unit is escalation free, save and except increases, which the Allottee hereby agrees to pay to the Developer on demand, due to increase in super 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 Said Unit/said Complex requiring the Developer to provide pollution control devices, effluent treatment plant, additional fire safety measures etc. in the said Complex , then the cost of such additional devices, equipments etc. shall be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Unit in the said Complex 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/Builder Buyer Agreement to be executed and registered in furtherance of this Allotment Letter.

11. The Agreement to Sub-lease/Builder Buy Agreement 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/Builder Buyer Agreement 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/Builder Buyer Agreement, 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.

DRAFT

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 Greater Noida Industrial Development Authority and/or any other competent authority for obtaining permission for the sub lease deed/builder buyer agreement in favour of the Allottee and other incidental and legal charges for execution and registration of this Allotment, Sub-lease deed or builder buyer agreement with respect to the Unit will be payable by the Allottee within the time specified in call notice given by the Developer to 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. The administrative charges for the Unit amongst family members (husband/wife and own children/mother/father and real brother and sister) will be INR [●]/- (Indian Rupees [●] only) per sq. ft.

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 deemed to be void ab initio. The terms of Allotment and that of the Agreement to sub-lease/Builder Buyer Agreement 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.

DRAFT

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)

DRAFT