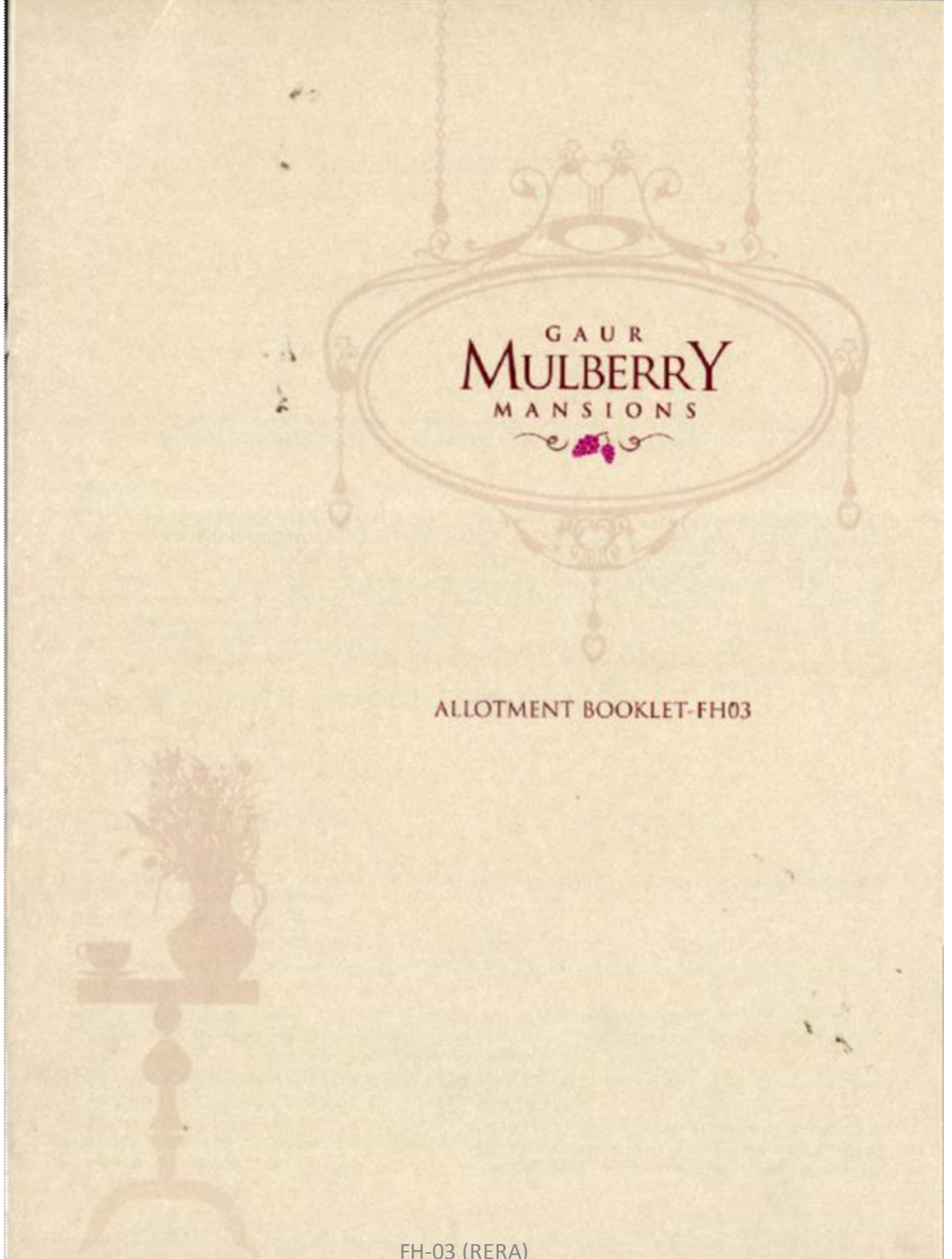


PROFORMA OF APPLICATION FORM, ALLOTMENT LETTER,
AGREEMENT FOR SALE & CONVEYANCE DEED PROPOSED TO BE
SIGNED WITH THE ALLOTTEES





GAUR
MULBERRY
MANSIONS



ALLOTMENT LETTER

Date: _____

Sub: Allotment of Farm House in the proposed Project known as "GAUR MULBERRY MANSIONS" Situated at Plot No. FH-03, Sector Agricultural Greens, Greater Noida, District Gautam Budh Nagar (U. P.)

Dear Sir(s)/Madam,

This has reference to your application dated _____ for the allotment of Farm House Plot in the proposed Project known as "GAUR MULBERRY MANSIONS" developed at Plot No. FH-03, Greater Noida, Distt. Gautam Budh Nagar (U. P.) (hereinafter referred to as said "Project"). In response to your application we, M/s. Gaurs Hi-Tech Infrastructure Pvt. Ltd, a Company registered under the Companies Act, 1956 having its Corporate Office Gaur Biz Park, Plot No.-1, Abhay Khanda-II, Indapuram, Ghaziabad (hereinafter referred to as the "Company" which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a Farm House Plot No. _____ having Area _____ sq. mt. in the developed Farm House Project "GAUR MULBERRY MANSIONS" (hereinafter referred to as the "Plot") for a basic cost of Rs. _____/- (Rupees _____ Only) as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

COMPANY _____

ALLOTTEE(S) _____

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

Interpretation of some Indicative terms.

Applicant: means persons (s), applying for allotment of the said Farm House plot, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application): A request for allotment of Farm House plot made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant prior to execute the allotment letter they will be considered as **Intending Allottee(s)**.

Allotment Letter: Confirmation of booking of Farm House plot by the Company and an agreement over a standard prescribed format of company which is duly executed between the Company and Allottee(s).

Allottee(s): Those who have executed the allotment letter over a standard format of Company thereafter a particular Farm House Plot(s) has reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee(s) and

Company _____

Allottee(s) _____

allottee and the co-allottee(s) will have the equal share in the Farm House plot.

Farm House Plot: The plot to develop a farm house on the terms and conditions of hereinafter appearing for the purpose of developing a farm house or constructing a farm house according to set back and layout plan/building plan approved by GNDA & as per conditions laid down in scheme brochure & lease deed in favor of **M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd.**

Company: That is **M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd.** a company registered under the companies act 1956 having its corporate office at Gaur Buz Park, Plot No. 1, Ahway Khand-2, Indrapuram, Gurgaon.

Force Majeure Clause: means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters,
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism,
- (c) Strikes or lock outs, industrial dispute,
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever,
- (e) War and hostilities of war, riots, lathis, act of terrorism or civil commotion
- (f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or decision from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment, or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or for any reason whatsoever.

"Taxes" shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Farm House/Said Building/Said Complex.

WHEREAS GNDA has through a Sealed Two-Bid tender system allotted/awarded to M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. Farm House plot no. FH-03, SECTION Agricultural Greens Greater Noida (as per lease plan actual area of the plot is 563671 sq. mtr. Area to be handed over later 4374.90 sq. mtr., net leased area = 561727.95 sq. mtr.) after fulfilling the terms and conditions prescribed in the brochure / Bid documents and its corrigendum if any, wide reservation/acceptance letter no. - INST/FARM-HOUSE/5/2011/2677 dated 07/03/2011 and the allotment letter no. PRO/PRI/INSTITUTIONAL/FH/2011/3520 Dated 23/04/2011 for the development and marketing of farm houses plots or built up farm houses on the detailed terms and conditions in the said allotment letter and brochure/bid documents of said scheme (Scheme Code Institutional (Farm Houses)-01/2011).

WHEREAS the agreement to lease made on 10th day of May 2011 between Greater Noida Industrial Development Authority (GNDA), a body corporate u/s 3 read with 2(d) of the U.P. Industrial Development Areas Act 1976 (U.P. Act No. 6 of 1976) and M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd., a Company with in the meaning of the Company Act 1956 having its registered office at D-25, Vihar, Delhi 110095. The Agreement to lease duly registered at Bahi No. 1, 23d No. 8012, Pages 1 to 26 on Serial No. 8285 on 10-05-2011 in the Sub-Registrar office Gauram Budh Nagar.

WHEREAS the lease deed made on 03rd day of November 2012 between Greater Noida Industrial Development Authority (GNDA), a body corporate u/s 3 read with 2(d) of the U.P. Industrial Development Areas Act 1976 (U.P. Act No. 6 of 1976) and M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd., a Company with in the meaning of the Company Act 1956 having its registered office at D-25, Vihar, Delhi 110095. The lease deed duly registered at Bahi No. 1, 23d No. 11921, pages 35 to 64 on serial no. 21328, on 03.11.2012 in the Sub-Registrar office Gauram Budh Nagar.

AND WHEREAS the said plot no. FH-03 allotted to the Company is for the purpose of developing various Farm House Plots, as

per the terms and conditions of the said scheme and the Lease Deed in favour of the Company, the developed Farm House Plots can be sub-lease by way of tripartite sub-lease in favour of Farm House plot buyers, the company shall be entitle to allot the Farms House Plots to the intending buyers and to receive the consideration amount for the allotted plot, the Sub-Lessee of an individual plot of Farm House shall pay the balance premium, lease rent and other charges payable to the GNDA in proportionate to the said individual plot, directly to the GNDA. The sub-lessee of an individual plot shall obtain all necessary approval and permission directly from the GNDA and all the expenses and charges etc. shall be payable by the sub-lessee.

AND WHEREAS the Greater Noida Industrial Development Authority (GNDA) has approved the layout plan vide letter no. PLG/IBP/30650P/AN-0-8218 dated 04/12/2012. The allottee(s) is/are aware of and has/have knowledge that these layout plans are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the Company, the Government/GNDA or any other Local Authority or Body having jurisdiction.

AND WHEREAS the intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid land and is/are fully satisfied about the title and rights of the said Company in respect of the aforesaid land. The Company has right to Carve and Develop the Plots on the said land and also has right to allot different Plots in the said Project.

AND WHEREAS the Company offered to sell Plots of different sizes and dimensions in the said Project under the name and style of **'GAUR MULBERRY MANSIONS'**.

AND WHEREAS after being fully satisfying himself/herself/themselves the intending allottee(s) has/have agreed to purchase Farm House Plot No. _____ Area _____ sq. mtr. in the aforesaid Project from the Company.

AND WHEREAS consideration, as mentioned hereinabove, is for the total area of the said Plot only. The open spaces, public amenities, and other facilities will be the sole ownership of the Company, which will have authority to charge membership for such facilities and dispose off the assets, whenever stated above.

AND WHEREAS the Company will develop all the internal roads, sewers, drains, storm water, electricity distribution lines and common services of the said project, the said development shall be carried out only upto the boundary of individual farm house plot. The connection charges for services mentioned above shall be borne and payable by the purchaser of the Farm House plot. The electricity connection will be taken for the individual Farm House plot directly from the concern authority by the purchaser of the Farm House Plot.

NOW THEREFORE THESE TERMS & CONDITIONS ARE MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS FOLLOWS:

- (1) a. The allottee shall pay the consideration amount for the Farm House Plot as per the payment plan. Interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The allottee(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the company's corporate office or from the consumer portal on company's website. Timely payment is the essence for booking/allotment in case payment is not received within the stipulated period, or cancellation/surrender opted by the allottee(s) or in the event of breach of any of the terms and conditions of this allotment by the allottee(s), the allotment will be cancelled and 10% of the basic cost of the Farm House Plots will be forfeited and balance amount will be refunded without any interest.
- b. In exceptional circumstances, the Company may in its sole discretion condone the delay in payment by charging interest @ 18% p.a. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever would accrue to any other defaulting allottee(s).
- c. The Payment plan is containing the payment to be deposited with the Company and the payment required to be deposit with the GNDA directly. The amount payable to GNDA shall be paid along with the interest and the penal interest in case of any default shall also be applicable.
- d. The allottee(s) shall also be liable to pay the lease rent in respect to its allotted plot, the lease rent shall be payable from the date of booking of the Farm House Plot. The lease rent shall be calculated @ 2.5% per year of the total premium. After the execution of sub-lease deed of the Farm House Plot the sub-lessee shall be liable to pay the lease rent to the GNDA, the yearly lease rent shall be paid in advance @ 2.5% of the total premium for

the first 10 years from the date of lease deed in favour of M/s Gaursons Hi-Tech Infrastructure Pvt. Ltd. thereafter lease rent would be enhanced after every 10 year by 50% of the annual lease rent and other obligation along with interest @16% per annum compounded every half yearly in case of default shall also be applicable.

As per the policy of GNIDA the sub-lessee can avail the facility of one time lease rent.

e. As per the conditions contained in the said scheme brochure and the lease deed the permissible activities use in the said Farm house Plot shall be as per mentioned below

- One Dwelling Unit
- Staff/ Servant Quarter
- Guard Room
- Swimming Pool
- Dairy Farming/Poultry Farms
- Orchard
- Parks and Playgrounds
- Parking Facilities
- Plant Nursery
- No other activity shall be permissible

(2) The allottee(s) will get approval of the building plans of his/her individual Farm House Plot from GNIDA and all the charges relating to the sanction of building plans will be borne by the allottee(s) and the construction can be started only after getting approval from GNIDA. During the construction allottee(s) will not anyhow damage the common area such as roads, sewer, water line etc., in case of damage the allottee(s) shall bear the charges for repair/installation.

(3) That the allottee(s) has/have agreed to construct the building as per rules and regulations of the GNIDA as per sanctioned map and shall be responsible for all the deviations, violations or breach of any of the conditions of laws/byelaws, rules and regulations of the GNIDA/Local bodies/State Government.

(4) That the allottee(s) is/are aware that various Farm house Plots are being allotted to various persons and he/she/they will use said Plot to construct and develop the Farm Houses on its own within the frame work of GNIDA Building Bye-laws and shall not use aforesaid Plot for any other purpose, which may or likely to cause nuisance to the allottee(s) of other Farmhouse Plots in the Project.

(5) That the physical possession of the allotted Farmhouse Plot to the allottee shall be given with the registration of the partition sub lease deed of the Farmhouse Plot.

(6) That due to any change in layout done by the Company (State Government/GNIDA) or any other local authority/body having jurisdiction, resulting variation in the area of the Farm house Plot. The consideration amount payable for the said farm house plot shall be payable as per the actual size of the farm house plot. In case the intending allottee(s) does not want to accept the change in area of the Farm house Plot, the amount received from him/her then will be refunded without any interest thereon/without deduction there from.

(7) The maintenance of the entire project will be carried out by the Company or its nominee(s). That the allottee(s) shall abide by all the rules, regulations, bye laws, directions and guidelines of the GNIDA framed under UP Industrial Area Development Act. The allottee(s) shall have to pay Rs. 50/- per sq. mtr. as interest free maintenance security deposit and Rs. 2/- Per Sq.mtr. maintenance charges for the maintenance of the common area and the services thereof. The maintenance charges shall be applicable from the date of possession to the Farm house Plot Buyer. A separate maintenance agreement shall also be executed between the Company and the Allottee.

(8) That encroachment of any type in the entire Project shall not be allowed.

(9) Further, if there is any Service Tax, Trade Tax and additional levies, rates, taxes, charges, cess, fees and the compensation demanded by the GNIDA/Any Court/Government for the farmers etc. as assessed and the attributable to the Company as a consequence of Government/GNIDA/Statutory or other local authority(ies) order, court's order

Company

Allottee(s)

the allottee(s) shall be liable to pay his/her/their proportionate share.

(10) It is hereby agreed, understood and declared by and between the parties that the Company may take development finance/demand loan for the development of the Project from the Bank/Financial Institutions after mortgaging the land of the said Complex. However, the sub-lease deed in respect of the said Plot in favour of the allottee(s) will be executed and registered free from all the encumbrances at the time of registration of the same.

(11) That until a Sub-Lease Deed is executed and registered, the Company shall continue to be the owner of the Farm House Plot and the development thereon. This allotment shall not give to the allottee(s) any right or title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the Farm House Plot for all its dues that may become due and payable by the allottee(s) to the Company.

(12) That it will be necessary for the allottee(s) to obtain a No Dues Certificate/NOC from the Company in case of subsequent sub-lease for due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ 2% of the circle rate as prescribed by the Collector or sale consideration whichever is higher + service tax.

(13) It is hereby agreed, understood and declared by and between the parties that the Sub-Lease Deed/Registry shall be executed and registered in favour of allottee(s) after the receipt of the total sale consideration, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the Sub-Lease Deed/Registry, registration charges/fees, miscellaneous expenses and Advocate's legal fee charges, which shall be borne and paid by the allottee(s). The intending allottee(s) will be responsible and liable for paying the stamp duty and any deficiency therein.

(14) The allottee(s) shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by Registered AD letter or Courier about subsequent changes, if any, in his/her/their address failing which all demand letters/notices and letters posted at the first Registered Address will be deemed to have been received by him/her/their at the time when those should primarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In case of booking in joint names, all communications shall be addressed and sent by the Company to the first allottee at the address given in the application form and which shall for all purposes be considered as served to both the allottee(s).

(15) The allottee(s) will park his/her/their vehicles inside the allotted Farm House Plots.

(16) The allottee(s) shall not have any legal right for construction of any typenature, gardening, parking etc. in the open spaces in front of his/her/their Farm House Plot.

(17) If for any reason whether within or outside the control of the Company the whole or part of the scheme is abandoned, no claim will be preferred except that allottee(s) money will be refunded in full without interest.

(18) All the disputes arising between the company and sub-lessee shall be subject to the jurisdiction of the civil court having jurisdiction the Hon'ble High Court at Allahabad.

Gaursons Hi-Tech Infrastructure Pvt. Ltd

I/We hereby accept the said allotment on
The terms & conditions mentioned hereinabove

Authorized Signatory

Signature(s) of the Allottee(s)

Company

Allottee(s)