

## **ALLOTMENT LETTER**

Dated: 12-09-2016

Name \_\_\_\_\_  
R/o. \_\_\_\_\_  
\_\_\_\_\_

**Sub: Allotment of Farm House in the proposed Project known as 'GAUR MULBERRY MANSIONS' Situated at Plot No.FH-02\_\_\_\_\_/GM-\_\_\_\_\_, Sector Agricultural Greens, Greater Noida, District GautamBudh 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-02\_\_\_\_\_/GM-\_\_\_\_\_, Sector Agricultural Greens, Greater Noida, Distt.Gautam Budh Nagar (U. P.) (hereinafter referred to as said 'Project'). In response to your application we, M/S **Hi-Tech Infrastructure Pvt. Ltd.**, a Company registered under the Companies Act, 1956 having its Corporate Office Gaur Biz Park, Plot No.-1, AbhayKhand-II, Indirapuram, Ghaziabad (hereinafter referred to as the '**Company**' which expression shall, unless it 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. FH-02\_\_\_\_\_/GM-\_\_\_\_\_** having **Area \_\_\_\_\_ sq. mt.** in the developed Farm House Project '**GAUR MULBERRY MANSIONS**' (hereinafter referred as the '**Plot**') for a basic cost mentioned in the Payment plan and as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.



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 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 backs and layout plan/building plan approved by GNIDA & as per conditions laid down in scheme brochure & lease deed in favor of is M/S Hi-Tech Infrastructure Pvt. Ltd.

**Company:-** That is **M/S Hi-Tech Infrastructure Pvt. Ltd.** a company registered under the companies act 1956 having its corporate office at Gaur Biz Park, Plot No.1, Abhay Khand-2, Indirapuram, Ghaziabad.

**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, bandh, 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 direction 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 GNIDA has through a Sealed Two-Bid tender system allotted/awarded to **M/S Hi-Tech Infrastructure Pvt. Ltd.** Farm House plot no. FH-02 \_\_\_\_\_, SECTOR Agricultural Greens, Greater Noida (as per lease plan actual area of the plot is 404879 sq.mtr. Area to be handed over later 3168.59 sq.mtr., net leased area = 401710.41 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 HOUSES/2011/2676 dated 07/03/2011 and the allotment letter no. PROP/INSTITUTIONAL/FH/2011/3609 Dated 25/04/2011 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**).

AND WHEREAS the agreement to lease made on 17<sup>th</sup> day of June 2011 between Greater Noida Industrial Development Authority (GNIDA), a body corporate u/s 3 read with 2(d) of the U.P. Industrial Development Area at 1976 (U.P. Act No. 6 of 1976) and M/S Hi-Tech Infrastructure Pvt. Ltd., a Company within the meaning of the Company Act 1956 having its registered office at D-25, VivekVihar, Delhi 110095 and corporate office at Gaur Biz Park, Plot no. 1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. The Agreement to lease duly registered at Bahi No. 1, Zild No. 8723, Pages 387 to 416 on Serial No. 10708 on 17-06-2011 in the Sub-Registrar office GautamBudh Nagar.

AND WHEREAS the lease deed executed on 02<sup>ND</sup> day of November 2012 between Greater Noida Industrial Development Authority (GNIDA), a body corporate u/s 3 read with 2(d) of the U.P. Industrial Development Area at 1976 (U.P. Act No. 6 of 1976) and M/S Hi-Tech Infrastructure Pvt. Ltd., a Company within the meaning of the Company Act 1956 having its registered office at D-25, VivekVihar, Delhi 110095 and corporate office at Gaur Biz Park, Plot no. 1, AbhayKhand-II, Indirapuram, Ghaziabad, U.P. The lease deed duly registered at Bahi No. 1, Zild No. 11920, pages 393 to 422 on serial no. 21325, on 03.11.2012 in the Sub-Registrar office GautamBudh Nagar.

AND WHEREAS the said plot no. FH-02 \_\_\_\_\_ 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 GNIDA in proportionate to the said individual plot, directly to the GNIDA. The sub-lessee of an individual plot shall obtain all necessary approval and permission directly from the GNIDA and all the expenses and charges etc. shall be payable by the sub-lessee.

AND WHEREAS the Greater Noida Industrial Development Authority (GNIDA) has approved the layout plan vide letter no. PLG/(BP)30660PAN0-8217 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/GNIDA 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. FH-02\_\_\_\_/GM-\_\_\_\_ having Area \_\_\_\_\_sq. mt.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, whatever 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 annexed herewith. 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 defaulter allottee(s).

- c. The Payment plan annexed herewith is containing the payment to be deposited with the **Company** and the payment required to be deposit with the GNIDA directly. The amount payable to GNIDA 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 GNIDA, 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 India 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.

As per the conditions contained in the said scheme brochure and the lease deed the permissible activities /use in the said Farmhouse Plot shall be as per mentioned below

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

The allottee(s) will get approval of the building plans of his/her/their 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/reinstallation.

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 beach of any of the conditions of laws/bye-laws, rules and regulations of the GNIDA /Local bodies/State Government.



- (7) The maintenance of the entire project will be carried out by the Company or its nominees(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 Farmhouse 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 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 A/D letter or Courier about subsequent change(s), 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/them 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/their vehicles inside the allotted Farm House Plots,
- (16) The allottee(s) shall not have any legal right for construction of any type/nature, 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.

**For 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)**