

ALLOTMENT LETTER

Dated: January 28, 2017

(hereinafter refer to as Allottee(s))

Sub: Allotment of Residential Plot in the Project "2nd Park View" situated in Township GAUR YAMUNA CITY at Plot No. PD 01, Sector 19, Sports City East, Yamuna Express Way, District Gautam Budh Nagar, U.P.

Dear Sir(s)/Madam,

This has reference to your application dated 09 Jan 2017 for the allotment of residential Plot in the proposed Project "2nd Park View" situated in Township GAUR YAMUNA CITY at Plot No. PD 01, Sector 19, Sports City East, Yamuna Express Way, District Gautam Budh Nagar, U.P. (hereinafter referred to as said Project). In response to your application we, M/s Gaursons Realtech Private Limited, a Company registered under the Companies Act, 1956 having its Corporate Office Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (hereinafter referred to as the 'Developer' 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 residential Plot No. 2 having Area 247.00 sq. mt. in the said Project (hereinafter referred as the 'Plot') for a cost of Rs. *****- (******) exclusive of certain charges mentioned hereinafter. The payment plan is annexed as Annexure A with this allotment letter.

Boundaries of the plot--{As per layout plan}

Estimated date of the possession of Plot is ***** + 6 months grace period

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

Interpretation of some indicative terms

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

Application (Booking Application):- A request for allotment of plot made by the Person(s)/Firm/Company on a standard format namely booking application form of Developer. 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 plot by the Developer, a format containing the terms and conditions of allotment, duly executed between the Developer and Intending Allottee(s).

Allottee(s) :- Those who have executed the allotment letter thereafter a particular (s) plot has been 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 plot.

Cont.2

Developer

Signature of the Allottee(s)

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Cost of the Plot :- The cost of plot is total consideration amount of a particular plot duly agreed between the company and the buyer nothing has been calculated or charged separately for location, Lease rent, parking, electricity connection or any other item i.e. IFMS and the applicable taxes are not the part of consideration/cost of plot.

CREDAI:- Confederation of Real Estate Developers Associations of India.

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Developer 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 Developer's ability to perform obligations under this allotment, 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/ Developer 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 project/Said plots 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.

Payment Plans:- These are the mode of payment towards the captioned booking of plots having mode, intervals and the time frame for the payments

Maintenance Charges:- means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township (applicable if the project is situated in Township) to the Maintenance Agency @ prescribed rates on the total area of the said plot applicable on monthly basis and payable in advance.

Taxes:- shall mean any and all prevailing taxes payable by the Developer 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 Plot/Said Project.

Township:- means a large development having many duly en-marked projects, wherein all the internal infrastructure within the boundary shall be provided by the Developer.

Township Maintenance & Charges:- means the monthly charges payable in advance through prepaid system/prepaid electric meter by the Owner/Occupier of the Plot to the Developer for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township.

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Developer

Signature of the Allottee(s)

Whereas M/s Gaursons Realtech Private Limited Company registered under the Companies Act, 1956 having its Registered Office at D-25, Vivek Vihar, Delhi 110 095 and its Corporate Office Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, U.P. is the owners of the land measuring 250 Acres, the details of purchase whereof are as under :-

And Whereas by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now YEIDA) a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Distt. Gautam Budh Nagar-201301, Uttar Pradesh, India (Lessor) and Jaiprakash Industries Limited, a company incorporated under the provisions of companies Act 1956 and having its Registered Office at 5 Park Road, Hazratgunj, Lucknow (UP) and Head Office at JA House, 63 Basant Lok Community Centre, Vasant Vihar, New Delhi-110057, India the Concessioner (Sub Lessor) was granted concession for arrangement of finances, design, engineering, constructions and operation of the Expressway.

And Whereas in the terms of the provision of Concession Agreement to full fill its obligation YEIDA agreed to transfer on lease to Jaypee Infratech Limited (JIL) "Sub-Lessor" (a subsidiary company of Jayprakash Industries Limited) 25 million sq.mtrs of land for commercial, amusement, industrial, institutional and residential development at 5 or more locations along the Expressway, including 5 million sq.mtrs. of land at NOIDA/ GREATER NOIDA.

Whereas (Lessor) in part of discharge of its obligations under Concession Agreement for the transfer of land for development, has earmarked 548.7635 hectares of land at Mirzapur land parcel (Subject Land) out of which 529.3918 hectares of land already transfer in favour of JIL by different lease deed and for the rest of 19.3717 hectares land a necessary action is being taken by YEIDA.

And Whereas YEIDA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license 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 YEIDA or of any other relevant Authority.

And Whereas the Gaursons Realtech Pvt. Ltd. (Sub lessee/Developer) is developing a township measuring around 250 Acres. The Sub-Lessor (JIL) transferred that land by way of five separate Sub-Lease Deeds, (1) on dated 22-05-2013 registered vide document no. 13251, book no. 1, volume no. 11798 and page no. 299 to 450 and (2) on dated 05-10-2013 registered vide document no. 24479 book no. 1 volume no. 14222 and pages 85 to 134 (3) on dated 09-01-2014 registered vide document no. 14828 book no. 1 volume no. 781 and pages 227-282, (4) on dated 27-06-2014 registered vide document no. 20325 book no. 1 volume no. 16236 and pages 189-242 and (5) on dated 31-07-2014 registered vide document no. 25183 book no. 1 volume no. 16526 and pages 107-162 all are registered in the office of the Sub-Registrar Sadar, Gautambudh Nagar, U.P. in favor of Developer.

And Whereas all the terms and conditions of the lease deed executed by YEIDA in favour of Jaypee Infrastructure Ltd. and the sub-lease deed(s) in favour of the Developer shall also be applicable and binding over the allottee(s).

And Whereas the project "2nd Park View" is situated on the land pertaining to sub-lease deed document no. 781 dated 09/01/2014 & document no. 20325 dated 27/06/2014 mentioned above.

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Developer

Signature of the Allottee(s)

And Whereas the layout plan of the Township Gaur Yamuna City and the Project "2nd Park View" has been submitted /sanctioned to/by YEIDA. The entire land of said Township has been divided into various parts for the development and construction of various projects like Group Housing, commercial, small residential plots and other facilities etc. The company/developer has offered plots to the applicants in the project "2nd Park View". The applicants shall not be entitled and have any right, title or interest in any other project, amenities/facilities developed apart from the project "2nd Park View". The sports/club facilities going to be developed in The Township Gaur Yamuna City will always remain the property of the company/developer. The company reserves its rights to dispose-off the same or can charge membership fee/usage charges in accordance with Rules and regulations framed under its sole discretion. The township has a master plan wherein areas/land has been duly enmarked for particular usage. It is not an obligation towards the company/developer to construct the building over the said land, the company may offer/transfer these areas for development and construction to another developers in accordance with usage defined in master plan and development of these areas will depends upon the market viability.

And Whereas the Developer is entitled to allot the plots of different size and dimensions to various persons in the Township "Gaur Yamuna City". Separate sub-lease deed of the plot allotted shall be executed in favour of allottee(s) for the unexpired period of lease deed in favor of Jaypee Infratech Ltd.

And Whereas as per the layout plan of the project "2nd Park View" it is envisaged that the project is having the residential plot of different size and dimensions along with the roads, park and club house etc.

And Whereas the documents of the title of Developer pertaining to said land, layout plan of the township and layout plan of the project "2nd Park View" already has been provided to the Allottee(s), these layout plans are tentative and the Developer make such changes, modifications, alteration and additions therein, as may be deemed necessary or required to be done by the Developer, the Govt. / YEIDA.

And Whereas the Developer shall provide the roads, sewer and drain lines, water supply lines and electricity supply lines in the project "2nd Park View", these shall be provided up to the boundary only of the plot allotted.

And Whereas the Developer reserves its all rights pertaining to the club house to be constructed in the project "2nd Park View" which shall remain the property of the Developer, the plot buyer(s) have not to pay any club membership charges, however annual club charges on applicable rates shall be payable to the Developer. The Developers also reserve it's all rights regarding the un-allotted plots/unsold areas.

And Whereas the Developer offered to sell Plots of different sizes and dimensions in the said Project under the name and style of "2nd Park View" situated in Township GAUR YAMUNA CITY at Plot no. PD-01, Sector-19, Sport City East, Yamuna Express Way, Distt. Gautam Budh Ngar, (U.P.)

And Whereas after being fully satisfy himself/herself/themselves the allottee(s) has/have agreed to acquire from the Developer a Plot No.2 Area 247.00 sq. mt. in the aforesaid Project.

And Whereas Developer has allotted aforesaid Plot in the said Project to the allottee(s). The consideration, as mentioned hereinabove, is for the total area of the said Plot only.

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Developer

Signature of the Allottee(s)

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TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT OF PLOT :-

1. That the project is the part of a township and the layout plan of the township has been sanctioned by the Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the plot owner shall be confined up to the particular project wherein the plot situated. The up keeping and maintenance of the township and the Project will be carried out by the Developer or its nominee, the plot owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Developer. The common areas are confined with a particular project only i.e. the common area within the boundary of particular project. Therefore the facilities/amenities provided in the township shall not be claimed as common areas.
2. As there are many plots in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement & agreement for supply of electrical energy etc. have to be executed with execution of allotment.
3. That the total consideration and other charges has been finalized between the Developer and the Allottee(s), installments of payment will run as opted in the application form/mentioned in the payment plan annexed with this allotment letter. The allottee(s) shall be bound to make timely payments as per the payment schedule and in case of default, 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 Developer's corporate office or from the consumer portal on Developer's website - www.gaursonsindia.com.
4. Timely payment is the main essence of the booking & allotment and in case of delay, interest @ 9.5% per annum shall be charged for the delayed period. In case two regular instalments remains unpaid the booking/allotment shall be treated as cancelled and 25 % amount of the cost of the plot shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the Plot and after receiving the sum of refundable amount from the new buyer. It is duly explained to the allottee(s) that Developer will utilize the deposited amount for the development of the project or any duty/obligations towards the Developer.
Note: Timely payment being the main essence of the booking, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reasons shall be the sole responsibility of the allottee(s).
5. That the sanction layout plan of the project "2nd Park View" is having duly nomenclature plots of various size and shapes, no bifurcation of plot shall be permitted.
6. That due to any change in layout made by the Developer/State Government/YEIDA or any other local authority/body having jurisdiction, resulting variation in the area of the Plot:
 - a. In case of increase in the area the allottees(s) have to pay the consideration for the increased area at the per sq. mt. rate as specified in the application form/allotment letter of the Plot.
 - b. In case of decrease in the area of the Plot, the amount will be refunded in accordance with 'per sq. meter rate' as specified in the application form/allotment letter of the Plot.
 - c. In case the intending allottee(s) does not want to accept the change in area of the Plot, the amount received from him/her/them will be refunded without any interest thereon/deduction therefrom.
7. That the allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without prior approval of the Developer, who may in its sole discretion permit on such terms as it may deem fit.

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Developer

Signature of the Allottee(s)

8. That it will be necessary to obtain a No Dues Certificate/NOC from the Developer in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Developer, and the said NOC will be issued by the Developer upon payment of administrative charges @ Rs.100/- per sq. mtr. of the total area + service tax.
9. That the building over the plot will be constructed as per the rules and regulations of the YEIDA, as per the approved map, the buyer shall be responsible for all deviations, violations or breach of any of the conditions laws/bye-laws rules and regulations.
10. That the plot owner(s) will obtain approval of the building plans of Plot by himself from YEIDA and all the charges relating to the sanction of building plans will be borne by the him/them, the construction could be started only after getting approval from YEIDA. During the construction the plot buyer(s) will not damage the common area such as roads, parks, sewer, water line etc. in case of damage the plot owner(s) will bear the charges for repair/reinstallation.
11. That the Plot Buyer(s) shall not have any right for construction of any type/nature, gardening, parking etc. in the open spaces in front of his/her/their Plot. The vehicles will be parked inside the Plots. The plot shall be used for the residential purposes only, no commercial activity shall be allowed.
12. That the allottee(s) is/are aware that various Plots are being allotted to various persons and he/she/they will use said Plot for residential purpose only and shall not use aforesaid Plot for any other purpose, which may or likely to cause nuisance to the allottee(s) of other Plots. Any type of encroachment/ construction in the entire Project including roads parks etc. shall not be allowed
13. That the allottee(s) has read over and understood all the content/terms & conditions of the maintenance agreements and agreement for supply of electricity, he/she/they do agree with all the terms and conditions mentioned therein and all the terms and conditions & covenants of these agreements shall be always binding towards the allottee(s).
14. The maintenance charges shall commence from the date of possession of the plot with the execution and registration of sub-lease deed in favour of allottee(s). The offer for possession will have a cut off date, after the expiry of cut-off date the maintenance charges shall be applicable and payable by the plot buyer even if he do not take the possession.
15. In case the allottee(s) surrender /cancel the booking/allotment at any stage due to any reason whatsoever than 25 % of the cost shall be forfeited balance(if any) shall be refunded without interest.
16. That In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s) or bank/financial institution, the Developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, as administrative charges and shall be payable by the allottee(s).
17. That if there is delay in handing over the possession of plot beyond the grace period of 6 months from the estimated date of possession due to any reason(s) which were within the control of the Developer, the Developer will pay to the Allottee(s) an interest @ 9.5% per annum over the deposited amount of cost of the plot excluding the taxes and other charges provided that all due instalments of plot were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time, in case allottee(s) do not proceed with the possession, the penalty of Rs. 50/-per sq.mtr. of the total Area of the plot shall be applicable and payable by the allottee(s), the said penalty shall commence from the date of offer of possession.
18. The holding and waiting period of an plot shall have a limit maximum of 6 months where the allottee(s) do not proceed for possession i.e. the sub-lease deed of plot remains pending at the end of the allottee(s) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and with deduction of 25% of Cost of plot will be entitled and entertained.
 Note:- For all the cases of refund, the amount deposited as applicable taxes and delayed period interest shall not be refundable and cannot be claimed from the Developer.

Cont.7

Developer

Signature of the Allottee(s)

19. That the allottee & co-allottee (if any) will have equal share in the plot and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Developer will hold the booking / allotment for two months only there after the Developer can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.
- Note: It shall be always clear that if availed loan for the plot the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.
20. That the Developer may restore the cancelled plot in its sole discretion after receiving 10% of the cost of the plot as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
21. That the Project "2nd Park View" is situated in the Township Gaur Yamuna City, Township maintenance charges along with the monthly maintenance charges of the project "2nd Park View" shall be applicable and the one time interest free maintenance security deposit (IFMS) @ Rs.718/- per Sq. Meter is also payable, these shall be computed on the basis of per sq.mtr. of the allotted plot area. 25% of the IFMS and 15% of Monthly Maintenance charges shall be transferred in the head of Township Maintenance. That the remaining amount of Interest Free Maintenance Security IFMS after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connections etc. will be handed over to RWA (Resident welfare association) at the time of handing over the maintenance of the project
22. That electricity connection of the plot shall be provided through the single point electricity connection via separate meters. Those meters are specifically designed and working on prepaid bases, the charges of power backup supply, monthly maintenance charges shall also be charged/deducted with the same meter. In case any dues remain unpaid, the electricity shall not remain on without the clearance of dues. The electricity and power backup connection/installation charges are applicable and payable by the allottee(s) at the rate mentioned in the application form and shall be payable at the time of possession. The monthly maintenance charges for the First Year shall be paid to the Developer in advance @ Rs. 24 per sq.mtr. at the time of offer of possession.
23. That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Authority concerned up to the boundary of the said project. The Developer will carry out all the above mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Developer.
24. That the allottee(s) after the registration of Sub-Lease deed in its favour shall be considered as owner and Owner have to obtain completion certificate from the YEIDA regarding the said plot within 5 years from the date of possession, failing which 5% of the cost of the plot can be imposed as penalty by the Developer and same shall be payable by the Buyer to the Developer.
25. That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Developer as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same to the Developer as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Developer.

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Developer

Signature of the Allottee(s)

26. That all taxes such as House Tax, Water Tax, Sewerage Tax or any other taxes or charges shall be payable by the owner(s) of plot from the date of possession i.e. from the date of Sub lease deed.
27. That the Sub lease deed of the plot shall be executed and registered only after completing the development, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter and agreement for maintenance, electricity etc. shall also be paid and borne by the allottee(s).
28. That until a Sub-Lease Deed is executed and registered; the Developer shall continue to be the owner of the Plots and also 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 Developer. The Developer shall have the first lien and charge on the Plot for all its dues that may/become due and payable by the allottee(s) to the Developer.
29. That it is hereby agreed, understood and declared that the Developer may take development finance/demand loan for development of the above said complex of plots from the banks/financial institutions after mortgaging the land/plot of the said complex of plots. However, the sub lease deed in respect of plot in favor of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
30. That it shall be the responsibility of allottee(s) to inform the Developer in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allottee(s) and the Developer shall not be responsible for any default. In case of booking in joint names, all communications shall be addressed and sent by the Developer to the first allottee at the address given in the application form and which shall for all purposes be considered as served to all the allottee(s).
31. That in the event of any dispute whatsoever arising connected with the booking/allotment of the said plot, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN UP. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment
Log on to CREDAI (NCR) at www.credaincr.org
32. In case of NRI's to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
33. The following Annexure are annexed herewith which are also being the part of this allotment letter.
 - A) Payment plan.
 - B) Layout Plan of the Plot.
 - C) Price list
 - D) _____
 - E) _____
 - F) _____

Cont.9

Developer

Signature of the Allottee(s)