

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



ALLOTMENT BOOKLET-FH02

Before :- \_\_\_\_\_

We came to know that some model agreement to sell will be provided by the Authority constituted under RERA like being provided in some other states, same is under preparation in the state of Uttar Pradesh, as and when it will be provided will be adopted by us. We hereby given an undertaking to adopt the model agreement to sell and the directions with regard to the registration of that agreement.

We hereby enclosing the format of allotment letter (agreement to sell) which being prepared with best of our knowledge, the intending purchaser signs this document after going through and only after being agreed upon.

With Regards

## ALLOTMENT LETTER

Date: \_\_\_\_\_

**Sub: Allotment of Farm House in the proposed Project known as 'GAUR MULBERRY MANSIONS' Situated at Plot No. FH-02, Sector-1, 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-02, Sector-1, Greater Noida, Distt. Gautam Budh Nagar (U.P.) (hereinafter referred to as said 'Project'). In response to your application we, M/s Gaursons India Limited, a Company registered under the Companies Act, 1956 having its Corporate Office Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indinapuram, 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. \_\_\_\_\_ having Area \_\_\_\_\_ sq. mt. in the developed Farm House Project 'GAUR MULBERRY MANSIONS' (hereinafter referred 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.

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 M/s Gaursons India Ltd.

**Company:** That is M/S GAURSONS INDIA LIMITED a company registered under the companies act 1956 having its

FH-02 (RERA)

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 which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable pre-alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's 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, 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, direction from any governmental authority that prevents or restricts the party/company from complying with 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 a authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the authority (ies) become subject matter of any suit/writ before a competent court or, for any reason whatso

"Taxes" shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with 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 Gaursons India Ltd. plot no. FH-02, SECTOR Agricultural Greens, Greater Noida (as per lease plan actual area of the plot is 404879 sq.mtr. to be handed over later 3168.59 sq.mtr., net leased area = 401710.41 sq.mtr.) after fulfilling the terms and conditions in the brochure/ Bid documents and its corrigendum if any, wide reservation/acceptance letter no. - HOUSES/2011/2676 dated 07/03/2011 and the allotment letter no. PROP/INSTITUTIONAL/FH/2011/3609 Date for the development and marketing of farm houses plots or built up farm houses on the detailed terms and conditions in the allotment letter and brochure/Bid documents of said scheme (Scheme Code Institutional (Farm Houses)-01/21

AND WHEREAS the agreement to lease made on 17th day of June 2011 between Greater Noida Industrial Authority (GNIDA), a body corporate u/s 3 read with 2(d) of the U.P. Industrial Development Area at 1976 (U.P. 1976) and M/s Gaursons India Ltd., a Company within the meaning of the Company Act 1956 having its registered office at Plot no. 1, Abhay Khand-II, Indirapuram, Ghaziabad, Plot no. 1, Zild No. 8723, Pages 387 to 418 on Serial No. 10708 on 17/06/2011 at the Sub-Registrar office GautamBudh Nagar.

AND WHEREAS the lease deed executed on 02ND day of November 2012 between Greater Noida Industrial Authority (GNIDA), a body corporate u/s 3 read with 2(d) of the U.P. Industrial Development Area at 1976 (U.P. 1976) and M/s Gaursons India Ltd., a Company within the meaning of the Company Act 1956 having its registered office at Plot no. 1, Abhay Khand-II, Indirapuram, Ghaziabad, Plot no. 1, Zild No. 11920, pages 393 to 422 on serial no. 21325, on 03.11.2012 at 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 Houses as per the terms and conditions of the said scheme FH-021(RERA) Deed in favour of the Company, the developed

Plots can be sub-lease by way of **tripartite sub-lease** in favour of Farm House plot buyers, the company shall be entitled 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 Farm House 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.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. 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 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

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.

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

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 Byelaws 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.

That the physical possession of the allotted Farmhouse Plot to the allottee shall be given with the registration of tripartite sub lease deed of the Farmhouse Plot.

That due to any change in layout done by the Company /State Government/GNIDA or any other local authority/body having jurisdiction, resulting in 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/them will be refunded without any interest thereon/deduction there from.

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 Farm house Plot Buyer. A separate maintenance agreement shall also be executed between the Company and the Allottee.

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 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 Gaursons India Limited

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

Authorized Signatory

Signature(s) of the Allottee(s)