

ALLOTMENT LETTER/BUILDER BUYER'S AGREEMENT

This Allotment Letter/Builder Buyer's Agreement executed on this _____ day of _____

BETWEEN M/s Gaura Builders Pvt. Ltd. (CIN No.U70100DL2015PTC278049, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 373/A Ground Floor DDA Flat, Gazipur near Kalyan Puri, Delhi-110091, Delhi, India, and site office at Khasra No. 1144 & 1146, Manikarnika Road, Noor Nagar, Raj Nagar Extn., Ghaziabad, represented by its authorized signatory Mr. _____ (Aadhar No. _____) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

_____,
(CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____
(PAN _____),
represented by its authorized signatory, _____,
(Aadhar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____
(PAN _____), represented by its authorized Partner _____
(Aadhar No. _____) authorized vide _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

1. Mr./Ms. _____,
(Aadhar No. _____)
son/daughter of _____,
aged about _____ residing at _____
(PAN _____)

2*. Mr./Ms. _____,
(Aadhar No. _____)
son/daughter of _____

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

aged about _____ residing at _____
(PAN _____)

(* To be filled in case of joint purchaser) hereinafter called the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

Mr. _____,
(Aadhar No. _____) son of _____
aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ **HUF**, having its place of business / residence at _____
(PAN _____), hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said **HUF**, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "Government" means the Government of Uttar Pradesh.
- (d) "Rules" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (f) "Section" means a section of the Act.

WHEREAS:

- A. WHEREAS M/s Gaura Builders Pvt. Ltd. has acquired the piece of land by virtue of sale deed executed in its favor as per detailed below: -

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

S. No.	Date of Sale Deed	Registry Particulars	Area of Land
1.	09.12.2020	Document No. 10327 in Book No. 1 Volume No.17426 at page 27/52	3195 sq.yds. i.e. 2671.3395 sqm., (Khasra No. 1131 Min) (

However, the project is developed in total land admeasuring 2671.3395 sqm.

AND WHEREAS the Builder has taken the physical possession of the said Plots of land from the above-mentioned sellers on date of execution of the sale deeds as mentioned above.

AND WHEREAS the, building plans of Group Housing Complex of 'CHURNING MONK' on part of the aforesaid land have been duly sanctioned/submitted by the Ghaziabad Development Authority vide Permit No. Group Housing/07636/GDA/BP/23-24/1311/29082024 Dt. 19.10.2024.

AND WHEREAS the builder has already started the construction activities on the above land in phases and after further dividing the land as per its requirement, marketability and suitability after obtaining sanction of the same from the competent authority. The allottee(s) shall have no right to raise any objection against the same.

AND WHEREAS the 'CHURNING MONK' Project/Complex shall have 28-High-Rise Apartments admeasuring 4450 sq.ft. (_____ sqm.) Super Area, 3184 sq.ft. (_____ sqm.) Covered Area & 2268.40 sq.ft. (_____ sqm.), Carpet Area in various blocks therein and will also have spaces for other facilities and others etc.

Whereas, by virtue of power vested with the company, the company has started developing the group housing project on it's a free hold R-Zone land measuring _____ sq.mtr. at Raj Nagar Extn., N.H. 58, Ghaziabad and become entitled to carryout development, market, sell the units/Apartment-s constructed on the said land and to received money(is), give receipts, cause conveyance, other documents etc. and accordingly moved to different authorities for approval of necessary approvals as required by the law of the land and is expecting the approval shortly.

- B. The said land is earmarked for the purpose of building a (residential) project, comprising of 28-High-Rise Apartments admeasuring 4450 sq.ft. Super Area, 3184 sq.ft. (_____ sqm.) Covered Area & 2268.40 sq.ft. (_____ sqm.) Carpet Area and the said project shall be known as "Churning Monk", at Raj Nagar Extn., Ghaziabad.
- C. The promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which project is to be constructed have been completed and willing to execute registered agreement to sell, however stamp duty will be borne by allottee.
- D. The promoter has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the apartment, as the case may be,

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

from Ghaziabad Development Authority. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. In case promoter avails additional purchasable FAR, it may construct after consent of allottee/s.

- E. The promoter has registered the project under the provisions of the RERA Act with the Uttar Pradesh Real Estate Regulatory Authority under registration No.
- F. The allottee had applied for an apartment in the project vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ square meters (_____ sq. ft.), type _____, on _____ floor in [tower/block/building] No. _____ ("Building") along with **parking** No. _____ admeasuring _____ square meters (_____ square feet) in the _____ (Please insert the location of the parking), as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016." and deed of declaration submitted before the concerned authority (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B.);

[OR]

- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- I. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- J. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the allottee hereby agrees to purchase the apartment and the parking.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this agreement, the promoter agrees to sell to the allottee and the allottee hereby agrees to purchase, the apartment along with parking.

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company

- 1.2 The Total Price for the apartment based on the carpet area is Rs. _____ (Rupees _____) only ("Total Price") (Give break up and description):

Payment Plan: CLP/Flexi/50-50% Plan

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____ Carpet Area _____	Rate of Apartment Rs. _____ per square meter (Rs. _____ per square ft.)
Total Price (In Rupees)	_____

along with club membership charges, however monthly charges will be recoverable by Allottee.

[AND] [if/as applicable]	
parking 1/Basement	Price for 1
parking 2	Price for 2
Total price (in rupees)	_____

Possession Charges @ Rs. sq.ft. Including Electricity Infrastructure / Electricity Meter/Horticulture/IGL Infrastructure/Sever/Water	Rs
Maintenance Charges will be paid separately at the time of offer of possession to nominated maintenance agency	Rs.

GST & Other Taxes	_____
Total (in Rupees)	_____

Explanation:

- (i) The total price above includes the booking amount paid by the allottee to the promoter towards the apartment. The 10% of total Sale Consideration will be treated as booking amount/earnest money.
- (ii) The total price above includes taxes (consisting of tax paid or payable by the promoter by way of GST and other taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Signature
Allottee

Signature
Co-Allottee

Signature Authorised Signatory
Company