

EMERALD LANDS (INDIA) PVT. LTD.
Project developed by Silverglades, BCRE, and IL&FS – India Reality Fund II

Correspondence Address:
5th Floor, Time Square Building, B-Block, Sushant Lok, Phase-1, Gurgaon-122009, Haryana, India.
Tel.: +91 124 4550300 Fax: +91 124 4550399
Email: mail@imperialgolfestate.com Website: www.imperialgolfestate.com

Ludhiana Office:
2 & 3 Floor, SCO-11C, Canal Road, Green Park Avenue, Pakhowal Road, Ludhiana – 141001
Tel.: +91 161 4695400 Mobile: +91 98 788 42648, +91 98 788 42649 Fax: +91 161 4695430

Project Site:
Village Mullanpur & Talwandi Khurd, off Ferozepur Road, Distt. Ludhiana, Punjab

Registered Office:
C-8/14, Vasant Vihar, New Delhi - 110057

APPLICATION FORM

THE IMPERIAL RESIDENCES

VILLAS • IMPERIAL LOTS • IMPERIAL SUITES

INDIVIDUAL / JOINT APPLICATION FORM

Application Form No

(PLEASE USE BLOCK LETTERS. PLEASE STRIKE OUT WHATEVER IS NOT APPLICABLE. PLEASE TICK THE APPROPRIATE BOX, WHEREVER APPLICABLE)

AFFIX
PHOTOGRAPH

SOLE/FIRST APPLICANT

Full Name (Mr/Ms/Dr)

Father/Husband's Name

Relation to the First Applicant (for Joint Applicant)

Date of Birth (DD/MM/YY)

Marital Status

Occupation Employed Self-Employed Housewife Student Other

No. of Children

Profession/Nature of business

Name of Employer

Residential Status Resident Indian Non-resident Indian Foreign Citizen of Indian Origin

IT PAN/Ward No.

Permanent Address

City State Pin

Phone (R) Phone (O) Mobile

Email

Correspondence Address (For Sole/ First Applicant)

City State Country Pin/Zip

I/We confirm that the above information is true and correct and having also read and understood the declaration hereinafter contained.

Place Date Signature of Sole / First Applicant
(Please sign within space provided)

ADDITIONAL INFORMATION

(NON- RESIDENT INDIAN / FOREIGN CITIZEN OF INDIAN ORIGIN APPLICANTS ONLY)

Please Fill in Block Letters

Nationality PIO

Native Place in India Passport Indian Foreign

Place and Date of Issue

Contact person in India (Full Name)

Correspondence Address

City State Country Pin/Zip

Phone Mobile Fax

Email

NRE Account No. Name of Bank & Branch

I/We confirm that the above information is true and correct and having also read and understood the declaration hereinafter contained.

Place Date Signature of Sole / First Applicant
(Please sign within space provided)

JOINT APPLICANT

Full Name (Mr/Ms/Dr)

Father/Husband's Name (Natural Guardian (in case of minor)

Relation to the First Applicant (for Joint Applicant)

Date of Birth (DD/MM/YY)

Marital Status

Occupation Employed Self-Employed Housewife Student Other

No. of Children

AFFIX
PHOTOGRAPH

Profession/Nature of business

Name of Employer

Residential Status Resident Indian Non-resident Indian Foreign Citizen of Indian Origin

IT PAN/Ward No.

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(NON- RESIDENT INDIAN / FOREIGN CITIZEN OF INDIAN ORIGIN APPLICANTS ONLY)

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Place and Date of Issue

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I/We confirm that the above information is true and correct and having also read and understood the declaration hereinafter contained.

Place Date Signature of Sole / First Applicant
(Please sign within space provided)

OTHER ENTITY APPLICATION FORM

Please Fill in Block Letters

Name of the organisation

Status Proprietorship Firm Partnership Firm Company AOP/BOI Others

Date and place of incorporation

Registered/ Head Office Address

City State

Country

Pin/Zip Phone Mobile

Fax Email

Name of authorised signatory with designation

IT PAN No

I/We confirm that the above information is true and correct and having also read and understood the declaration hereinafter contained.

Place Date Signature of Sole / First Applicant
(Please sign within space provided)

GENERAL

<input type="checkbox"/> Golfer	<input type="checkbox"/> Intending Golfer	<input type="checkbox"/> Current Handicap
Member of Clubs	1.	2.
		3.

APPLICATION NO:

PAYMENT PLAN OPTED (KINDLY REFER TO PAYMENT SCHEDULE IN GTC)

Down Payment Plan Installment Plan

DECLARATION

- I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct. Any allotment against this application is subject to the terms and condition of General Terms & Condition (the "GTC") and Buyer's Agreement. The said terms and condition whereof shall ipso-facto be applicable to my/our legal heir and successors. I/We undertake to inform the company of any change in my/our address or in any other particular/information, given above, till the booked property is registered in my/our name(s) failing which the correspondence address shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us.
 - I/We declare to have fully understood the terms and conditions of sale for which I/ We am/ are applying for allotment of unit. I/ We also have full knowledge of all laws / notifications and rules enforced to the project area. I/ we am/ are fully satisfied about the interest and title of Emerald Lands (India) Private Limited in project land on which development of township is taking place.
 - I/We further agree to sign and execute the necessary document as and when required by Emerald Lands (India) Private Ltd.
 - I/ We declare & confirm that the unit, as being applied, shall be used for residential purpose only.
 - I/We declared and confirmed that ten percent (10%) of the Basic Sale Price (BSP) has been/ that shall be paid by me/us has been/shall be paid as an Earnest Money Deposit.
- I/ We confirm having understood and agreed the stipulations under General Terms and Conditions and Buyers Agreement, as applicable and amended from time to time and agree to abide by such rules/conditions.

Signature of applicant/authorised signatory with stamp (if any)

(Please sign within the space provided)

NOTE / ENCLOSURES:

- All payments to be made through Cheque / Demand Draft/Pay Order to be made in favour of "EMERALD LANDS INDIA (PVT.) LTD. ", payable at _____
- The form to be sent / deposited at ELIPL office at Gurgaon/ Ludhiana
- Please enclose a self attested photocopy of PAN Card / NRI or Foreign Citizen of Indian origin certificate.
- A total of three passport size photographs for each applicant will be required. Out of these one photograph to be affixed on the space provided on the application form.
- Specimen signatures duly attested by a scheduled bank.

VILLA PREFERENCE			
S.NO.	VILLA TYPE	SQYD	SQFT
1	Oak Manor		
2	Oak Bungalow		
3	Oak Villa		
4	Pine Manor		
5	Pine Bungalow		
6	Pine Villa		

IMPERIAL LOTS PREFERENCE			
S.NO.	LOT TYPE	SQYD	SQFT
1	Lot C		
2	Lot E		
3	Lot F		
4	Lot G		

PREFERENTIAL LOCATIONS CHARGES

PLC 1	Golf facing	Rs 750/-	A
PLC 2	Golf premium 1	Rs 250/-	B
PLC 3	Golf premium 2	Rs 250/-	C
PLC 4	Corner/ 2 side open	Rs 250/-	D
PLC 5	Green/ park facing	Rs 250/-	E

Note: PLC (Preferential Location Charges) on per sq. ft. basis for the constructed area of Villas and Suites and on per sq. yds. basis in case of Lots

1 square meter = 1.1968 square yards = 10.7639 square feet

BOOKING DETAILS

PARTICULARS	NAME	CATEGORY (INDIVIDUAL/JOINT OR NRI ENTITY)
First Applicant		
Second Applicant		

PAYMENT DETAILS Payment Plan (please refer to Payment Schedule in GTC)

Down Payment Plan Installment Plan

SL NO	INSTRUMENT	NO & DATE	BANK & BRANCH	AMOUNT (IN RS)
TOTAL				

BOOKING DETAILS

Villa/Lot/IS No.		
Basic Sale Price (in Rs. per sq. feet)	EDC	Basic Sale Price (in Rs. per sq. feet)
Villa/Lot/IS Category	Payment plan (DP/TLP)	
Villa/Lot/IS Sq feet/yard	ASA/Direct	
PLC Applicable	ASA Details (Code etc.)	
Other Charges		

Signature
(Receiving Officer)

Signature
(Customer Care)

ASA Seal

GENERAL TERMS & CONDITIONS

1. “IMPERIAL GOLF ESTATE, LUDHIANA”

BACKGROUND: M/s Spark Buildcon Pvt. Ltd. and its associate companies have acquired approx 282 Acres land at Village Mullanpur and Talwandi Khurd, Dist. Ludhiana for development of Golf based real estate mega housing project. For developing the Mega project consisting of Golf Course and Real Estate including residential and commercial development on the said land, M/s Spark Buildcon P. Ltd. along with its associate companies have entered into a Development Agreement with M/s Emerald Lands (India) P. Ltd. on 14th November 2007 (hereinafter referred to as “the Company”). The scope of the development includes design, construction, operations/maintenance as well as marketing and sale thereof. On the basis of application filed by M/s Spark Buildcon P. Ltd., for self and on behalf of its associate companies, the State Government has issued the Letter of Intent (LOI) approving the project as Mega Project vide PUDA/MHP/2008/3422 dated 26.09.2008 and a Memorandum of Agreement has been signed with the State Government on 27th day of November 2008 for development of Golf Based Real Estate Mega Project at Village Mullanpur and Talwandi Khurd on Ludhiana-Ferozpur Road-Distt. Ludhiana (Punjab) on the area spreading over 225 Acres. Further, the permission for CLU for 254.76 Acres has been obtained for the said purpose on the terms and conditions as contained in Memo No. 3039-CTP(Pb.)/SP-432(L) dated 2nd April 2009 issued by Department of Town and Country Planning, Chandigarh (Punjab).

Government of Punjab, Department of Housing and Urban Development, Chandigarh has sanctioned to exempt an area of 90.13 Acres of the Project from the provisions of Punjab Apartment & Property Regulation Act, 1995, (PAPRA) vide notification no. CTP (Pb) MPL-41 dated 22nd March 2010.

The Company has, already, submitted an application for getting exemption from the provisions of PAPRA for the remaining area. After getting the requisite approvals, now, the Company has decided to launch the Project in the name and style of “Imperial Golf Estate, Ludhiana”.

“Imperial Golf Estate, Ludhiana” is a modern residential complex being promoted by Emerald Land India Private Limited (the “Company”) and consists of 18 hole championship golf course, developed Plots, independent floors and Villas besides having other amenities and common facilities (the “Complex”).

The Company hereby offers developed Plots, independent floors and Villas. This offer and subsequent application hereof is subject to compliance of General Terms & Conditions mentioned herein, the terms and conditions of the Villa/Plot/Imperial Suite(floors) Buyer’s Agreement (the “Buyers Agreement”). Notwithstanding anything to the contrary contained herein, the Company has the sole and absolute discretion to reject any application without assigning any reasons therefor.

The terms and conditions given below are only indicative, to enable the Applicant to acquaint himself / herself with the terms and conditions broadly, which will be comprehensively set out in the Buyers Agreement, to be executed on the later stage with the Applicants.

2. WHO CAN APPLY

- An individual, i.e. a person of the age of maturity or a minor through legal or natural guardian, whether an Indian citizen or Non-Resident Indian Citizen or a Foreign Citizen of Indian origin, residing in India or abroad (in case of minor, age proof and name of natural guardian is required).
- Joint application of two persons only is permitted. Applicants should be members of the same family which includes spouse, parents and children.
- Other Entities, i.e. a Body Corporate incorporated in India or Partnership firm or HUF or any other Association of Persons (AOP) recognized as a legal entity under any law in India (copy of Certificate of Incorporation or copy of Registration Certificate required).
- Non-Resident Indians/Foreign Citizens of Indian origin are also eligible to apply. However, they shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000, and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisitions of immovable property in India. The Applicant shall also furnish the required declaration to the Company on the prescribed format, as and when required by the Company.

All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall, however, be made in Indian Rupees and shall also be subject to the provisions prescribed under relevant laws.

3. APPLICATION AND ALLOTMENT PROCEDURE

- The brochure & application form may be obtained from any of the Company’s offices located in Gurgaon/ Ludhiana or can be downloaded from the Website (www.imperialgolfestate.com).
- Applicants are required to fill-up the application form mentioning all the relevant information. However, utmost care should be taken in filling-up the form. The allotment thereof shall be done on “first-come-first basis”, subject to availability. Once, the allotment of villas, independent

floors or plots is completed as referred hereinabove, the same shall be binding on the Applicant absolutely.

- The application duly filled in, along with the application money, will have to be deposited at any of the offices listed below:

Corporate Office: Emerald Lands (India) Private Ltd.
5th Floor , Times Square Building, B Block Sushant Lok,
Phase I, Gurgaon -122009 Haryana, India.

Site Office :Emerald Lands India (Pvt.) Ltd. Ludhiana,
Punjab, India.

- Indian Resident Applicants should attach a copy of their PAN Card. Non-Resident Indian / Foreign Citizens of Indian Origin should attach a copy of the document showing their NRI/PIO status with the duly filled application form.
- During the scrutiny of the application forms, in case any deficiency is found, and/or are not accompanied by requisite remittance and/or relevant documentary evidence or the information is found to be incorrect, the same shall be intimated to the Applicant. In such cases, in the sole discretion of the Company, the application may be treated as rejected or the Applicant may be given an opportunity to remove the defects in the application form within 15 (fifteen) days from the date of intimation, failing which the application shall be considered as cancelled/rejected.
- The Applicant(s) would be given intimation of allocation of Unit within ____ (_____) days of the actual receipt of payment of amount required to be paid at the time of allotment as stipulated by the Company, provided the payment is made within the stipulated time.
- The Applicant would sign the Buyers Agreement, at the time of allotment of unit. After the execution of Buyer’s Agreement, the Applicant shall be deemed to be termed as “Allottee”. The requisite expenses for stamp paper as applicable shall be borne by the Allottee/Applicant only.

4. WITHDRAWAL OF APPLICATION

- The Allottee(s) of unit(s) may request the Company for withdrawal of his/her/their allotment within 45 (forty five) days of filing the application. The Company shall refund the amount after deduction of 10% (ten percent) of Basic Sale Price (the “BSP”) as cancellation charges/earnest money within 60 (sixty) days from the acceptance of withdrawal application.
- It is clarified and understood, that in the case of such withdrawal, no claims whatsoever for damages shall be entertained.
- In case of withdrawal by NRI(s) / Foreign Citizen(s) of Indian Origin, refund of money will be made only in Indian Rupee and in the manner as prescribed under relevant laws.

5. PRICE & PAYMENT

- Sale price and payment plan shall be as indicated in the payment schedule annexed with application form as Annexure – I.
- The Sale Price charged is based on the size of the unit and such other factors as deemed fit by the Company. The preferential location charges (PLC), wherever applicable, are indicated in application form.
- The sale price / consideration in the above plans is exclusive of External Development Charges (EDC) and Infrastructure Development Charges (IDC) pro-rated per sq meters/sq. yds./ in case of plots and per sq feet in case of built up property and is also exclusive of other taxes (such as but not limited to Service Tax, Sales Tax/Works contract Tax, VAT and GST), duties which are either currently levied or may be leviable in future by appropriate authorities. Any upward revision of said charges/ duties for the allotted plot/unit (s), both present and future, as applicable, shall be separately charged and payable by the Allottee(s).
- The Payment Schedule is based on tentative measurements of plot/unit(s). At the time of possession, actual measurements of each plot/ unit will be taken and the final amount will be payable accordingly at the same agreed rates of BSP and other charges as may be applicable. 10% (ten percent) of the BSP shall be earnest money
- All payments are to be made to the Company, through Cheque or demand draft/pay order payable at New Delhi / Ludhiana in favour of “Emerald Lands India (Pvt.) Ltd.”.

6. TIME OF PAYMENT OF ALLOTMENT MONEY/INSTALLMENTS AND OTHER DUES

- It shall be incumbent on the Allottee(s) to comply with the terms of payment in respect of the plot / unit(s) and any other sums payable as per the payment schedule. The timely payment shall be the essence of each transaction. Company shall not be obliged to serve any reminder before the due date of any installment. However the Company will be free to issue an invoice for each installment.
- In case the Allottee(s) does not communicate the choice of the payment scheme to the Company in writing, it will be deemed that the Allottee(s) has opted for installment payment scheme by default. In case an Allottee wants to shift from one payment scheme to another, the company may or may not permit it, at its sole and absolute discretion. Any financial implication pertaining to such change of payment schedule shall be binding on the Allottee and he shall be responsible to pay the incremental consideration to the Company.

- c. The allotment shall be made through first-come-first basis, for the Allottee(s), who have paid the requisite dues. However, the company reserves the right to cancel the allotment and refund the sum, received from such defaulter Allottee after deduction of 10% of the BSP of the plot/ villas/ imperial suites as cancellation charges/earnest money.
- d. In case the Allottee has opted for down payment plan and has made the payment as prescribed in the Schedule, the allotment thereto shall be made immediately, to his choice on "first-cum-first basis".
- e. The payment of installments and other dues, as per the Annexure I of the application form, shall become payable within 15 days from the date of notice/ demand letter from the company. The payment of respective installments within the stipulated time would be deemed to be the essence of the terms of allotment. Part payment shall not be accepted after the respective due dates. The Allottee(s), would be liable to pay interest @ 15% p.a. upto delay of 30 days and 18% p.a., if the delay is more than 60 days from the date on which the amount falls due, to the actual date of payment, both days inclusive.
- f. In case of delay in payment of any installment beyond 90 (ninety) days from the due date(s) as indicated in the payment schedule, the allotment shall be liable to be cancelled and no prior notice or intimation would be required to be served upon the Allottee(s) in this regard. In case of such cancellation, the Company shall deduct 10% of the BSP of the plot / Unit as cancellation charges and interest as due and payable up to the date of cancellation. All amounts paid by the Allottee(s)/ Allottee(s) on various accounts will be refunded after deduction of the said cancellation charges/earnest money within 90 (ninety) days of the date of cancellation. It is clearly understood that upon such cancellation, the Allottee(s) shall have no right, title, lien, charge, claims or demands against the Company and/or the allotted plot / Unit (s) and the Company shall be free to deal with the same in any manner the Company may deem fit and proper. On cancellation of allotment, for whatsoever reasons, Company shall not return/refund any amount paid by the Allottee towards service tax or other duty/tax.
- g. All payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest.

7. POSSESSION

- a. The Company shall, (subject to force majeure), give possession of the plot / unit(s) to the Allottee(s) within _____ months from the date of allotment, subject to timely payment by the Allottee(s) of all dues including stamp duty

and registration charges as applicable under the law. The physical possession of the plot / Unit (s) shall be withheld if all dues are not cleared by the Allottee (s).

- b. The Company shall give intimation to the Allottee(s) of the date on which the Company will be handing over possession of the plot/ unit(s). The Allottee(s) shall be required to take possession in person or through agent or attorney within 30 (Thirty) days from the date of issuance of intimation of possession. In the event the Allottee(s) fails or neglect to accept or refuses to take over possession of the plot/unit (s) within the time as specified, the delivery of the plot/unit (s) shall be deemed to have been taken by the Allottee(s) on the date indicated in the intimation letter for possession (the "Deemed Date of Taking Possession") irrespective of the date when the Allottee(s) actually takes physical possession of the plot/ unit (s), provided that up to date payments have been made by the Allottee(s).
- c. After taking physical possession or from the Deemed Date of Taking Possession of the plot/ unit (s), whichever is earlier, the Allottee(s) shall not be entitled to put forward any claim against the Company.
- d. 'Force majeure' shall, inter-alia, mean and include non-availability or delayed availability or irregular availability of essential inputs (such as but not limited to labour, steel, cement, bricks, aggregates, sand, stone dust and other building material), water supply, sewerage disposal connection, electric power, etc. from concerned authority(s) or slow down or strike by workers/contractor/ construction agencies employed/to be employed, litigation, acts of God or statutory authorities, delay in certain decision/ clearance from statutory bodies or any notice, order, rules or notification of the government and/or Authority, acts of any statutory agency or government or any court order, war, riots, floods, lighting, strike and such other reasons which are beyond the control of the Company and as may be so decided by the Company at its sole discretion.

8. COMPENSATION FOR DELAY IN POSSESSION

- a. The company shall pay compensation @ Rs.45/per sq. yd in case of plots or Rs 5/- per sq ft in case of built up property, per month, till the handing over of possession of the plot/ unit, in case it fails to deliver possession of the plots/units within the stipulated time, subject, to force majeure and timely payments, as stated herein above.
- b. In case the Allottee(s) fails or neglects to take possession of their plot/ unit (s) as and when called upon by the company, the Allottee(s) shall be liable to pay "HOLDING CHARGES" @ Rs.45/- per sq. yds. for plots and Rs 5/- per sq feet for built up units, per month, from the Deemed Date of Taking Possession to the actual date when the physical

possession is taken by the Allottee(s). In addition, each Allottee shall be required to pay for proportionate share of common areas maintenance charges of the Complex from the Deemed Date of Taking Possession.

9. TRANSFER AND TRANSFER FEE

- a. After the allotment, the Allottee(s) may transfer his right of allotment, subject to the following conditions:-
 - i. The profile of the intended transferee is vetted and accepted by the Company;
 - ii. The transferor/transferee has to pay to the company, a transfer fee of Rs.100/- per sq. yards for plot and Rs 50 /-per sq feet for built up units. This transfer fee is subject to change and may vary at the discretion of the Company. Also 25% (Twenty Five Percent) of the applicable transfer fee is chargeable in case of transfer to the spouse of the Allottee or within blood relation.
 - iii. The Allottee has paid all amounts due under the allotment upto the date of transfer.
 - iv. Transferee/transferor shall be required to execute and submit such documents as may be prescribed by the Company.
- b. Change of Joint Allottee will be treated as transfer under this clause.

10 (I). MAINTENANCE OF COMMON AREAS

- a. The Company shall, by itself or through its nominee/ associate/ assignee, maintain the common areas and related infrastructure facilities such as park, green areas, common areas, garbage collection and disposal, facilities for lighting, power, water, security, waste management, gardening etc. after handing over the possession of lot/ unit(s) to the Allottee(s). Each and every Allottee shall be required to enter into an agreement with such maintenance agency(s) as may be appointed by the Company.
- b. On or before the due date of taking possession of the plot/ unit, the Allottee(s) shall be required to pay such amount as may be decided by the Company/ Associate/ Nominee/ Assignee as advance and/or deposit towards maintenance.
- c. The Allottee(s) who had paid the entire sum of consideration in respect of allotted plot/unit but fails to take physical possession, due to any reason, shall be liable to pay the maintenance charges on and from the Deemed Date of Taking Possession, as referred in clause 7.
- d. The maintenance charges shall be raised through invoices, on monthly basis, to the plot/unit holder in accordance with the agreement to be executed by the plot/unit holder with the Company/entity designated by the Company for the maintenance, in the format prescribed by the Company (the "Maintenance Agreement").

10 (II). MAINTENANCE OF GOLF COURSE

- a. The Company shall, by itself or through its nominee/ associate/ assignee, maintain the Golf Course and related infrastructure and every Allottee shall be required to enter into an agreement with such maintenance agency(s) as may be appointed by the Company.
- b. There would be an Interest Free Corpus Fund (IFSD) of Rs. 750/- per square yards in case of plots and Rs. ____/- per square feet in case of built-up units for the maintenance of the golf course which shall be payable in 2 equal installments of 50% each on completion of 9th hole of the course and 50% on completion of the 18th hole of the course. The Corpus Fund for maintaining the Golf Course and its infrastructure would be calculated by the maintenance agency and communicated well before the possession of the plot/unit. The Allottee shall make payment of such Corpus Fund in accordance with maintenance agreement(s) to be executed with maintenance agency(s).

11.CONSTRUCTION OF HOUSE(S) (APPLICABLE FOR THE PLOT OWNERS ONLY)

- a. It is mandatory for all the plot owners to abide by the Company's prescribed façade of the House/building/ structure and, in no circumstances, it can be allowed to change/modify. The Allottee has an option to construct the House/building/structure through the Company or any of its associates/nominees.
- b. It is mandatory for the Allottee(s) to commence construction of the house(s) on the allotted 'plot/unit(s) within a period of 18 months from the date of possession/ Deemed Date of Taking Possession as referred hereinabove in clause 7, or such other period as may be prescribed by the Company. The construction of the house(s) should be completed within 36 months from the date of possession/ Deemed Date of Taking Possession, or such other period as may be prescribed by the Company.
- c. In case of delay in completion of construction of House(s) beyond 36 months from the date of possession/ deemed possession, or such other period as may be prescribed by the Company, the Allottee would be liable to pay lumpsum "penalty charges" @ Rs.100/- per sq. yards of the plot to complete construction within next 6 months. However, if the construction is not completed within such extended period i.e. at the end of 42nd month, or such other period as may be prescribed by the Company, then the Allottee shall be liable to pay the penalty charges @ Rs.150/- per sq. yards, to complete construction within the expiry of 48th month, or such other period as may be prescribed by the Company. However, if the construction is not completed within the period of 48 months from the date of possession

/ Deemed Date of Taking Possession, or such other period as may be prescribed by the Company, the Allottee would be liable to pay penal charges as to be determined by the Company or its nominated Agency. It is to be understood that the Allottee / buyer has to submit a certified copy of the completion / occupancy certificate to the full satisfaction of the Company. It is further agreed and understood by the Allottee/ buyer that the construction shall be strictly in accordance with the applicable by-laws and would adhere to the building (including façade) covenants of the Company.

- d. It has been understood that the penalty charges would be necessitated on account of the wear & tear of roads and other allied services due to movement of construction materials/ vehicles. The Allottee(s) will not be allowed to dump construction materials on either the road(s) or the green area(s) of the Complex, and has to comply with all the guidelines mentioned in the Building Covenants.

12. GENERAL UPKEEP AND MAINTENANCE OF THE COMPLEX

- a. The general upkeep, painting and maintenance of the individual plot/unit(s), as allotted, shall be the responsibility of the Allottee(s).
However, in case of any negligence/non-maintenance, the Company shall undertake suitable cleaning and upkeep thereof at the cost of the Allottee(s) and recover the same from the Allottee(s).
- b. In order to keep the harmony and cleanliness in the Complex, residents are not permitted to keep animals such as cow, buffaloes, etc. However, pet animals duly vaccinated from certified veterinary are allowed, subject to the condition that such residents take necessary precautions and permission from the concerned authority(ies) and further ensure that such animals do not create any nuisance to the other occupants and/or visitors of the Complex and do not adversely affect the cleanliness and safety of other residents and/or visitors of the Complex.

13. IMPERIAL CLUB

The Company proposes to set up a "Imperial Club" in the Complex which shall be owned by the Company or its associate/ nominee/ assignee and shall not be part of common facilities. The proposed club will be operated either by the Company on its own or through nominated agency and/or any other manner and mechanism as may be decided by the Company at its sole discretion. All the Allottees of the plots/ units shall compulsorily be required to be a member of the

club on the payment of prescribed fees. In case of other Allottee(s), the membership fee is incorporated into the Sale Consideration. The Allottee(s) shall have to abide by the terms of membership and rules of the club including the payment of annual/monthly charges as well as the other usage charges.

All the Allottees have to pay monthly subscription for availing the general facilities subject to other charges, as applicable from time to time. The monthly subscription shall be payable by the Allottee even if the facilities at the club are not used by the Allottee.

14. DOCUMENTATION

- a. The Company shall execute and register the sale deed of the plot(s)/unit(s) and simultaneously handover the possession of the plot(s)/unit(s) to the Allottee(s).
- b. The sale deed of the plot(s)/unit(s) shall be executed and registered in favour of Allottee after the receipt of the Sale consideration and all other dues, deposits, etc.
- c. The right, title and interest of the Allottee in the plot(s)/ unit(s) as also the execution and registration of the sale deed(s) will be governed by the permissions, guidelines and rules of the concerned authorities issued from time to time.

15. CANCELLATION OF ALLOTMENT

In case any Allottee fails to perform or observe any of the conditions and stipulations contained herein, the Company shall have the right to cancel the allotment without assigning any reasons there of. In the event of such cancellation the application money, allotment money, installments, security deposits and any other amount received by the Company, shall be returned to the Allottee after deduction of 10% of the BSP (i.e. Basic Sales Price) of the plot/ Units as cancellation charges/ earnest money amount.

16. BINDING EFFECT

- a. Application in the prescribed form is subject to the General Terms and Conditions stated herein.
- b. All the correspondence will be made with the first Allottee only and at the address for correspondence on the Company's record initially indicated in the application form, unless changed. Any change of address will have to be notified in writing to the Company at its registered office and acknowledgement be obtained for such change.
- c. The Allottees must quote the application number as printed in the application form and upon allotment of plot/unit; the plot/unit number should be referred, in all future correspondence.

- d. The Allottee(s) of plot(s)/unit(s) agrees to sign and execute all documents, agreements and deeds of transfer in the standard format as shall be provided by the Company.
- e. The Company will formulate a set of Complex and club rules which would be handed over to the Allottees at the time of possession and which will be mandatory to be followed by all the Allottee(s)/residents of the Complex.

17. GENERAL

- a. The Applicant (s) have applied for allotment of plot/unit(s) in the Complex after being fully satisfied about the title and interest of the Company in the Complex, to be developed and constructed, as per the prevailing byelaws/ guidelines of Punjab Urban Development Authority (PUDA) and/ or any other authority. The Allottee is understood to have full knowledge of all the laws/ notifications and rules enforced in the area in which the Complex is situated.
- b. The expression 'allotment' wherever used herein shall always mean 'provisional allotment' and shall continue to remain so till such time a formal transfer deed is executed and registered by the Company in favour of the Allottee(s) for their allotted plot(s)/unit(s).
- c. The façade of proposed construction shall be as per design controls formulated by the Company. The design shall not be changed/ altered/ modified by the Allottee(s) under any circumstances. Before the start of construction of the house on the plot/unit, the layout plan has to be approved through the Company. The construction of the house on the allotted plot/unit shall be as per the sanctioned plan adhering to all bye-laws, rules of the concerned competent authorities and building (including façade) covenants.
- d. It is understood that the Allottee has applied for allotment of plot/unit with full knowledge of all the law/ notifications and rules applicable to the project area, which have been fully understood by the Allottee(s). It is further understood that the Allottee have fully satisfied himself/ herself about the right, title and/ or interest of the Company in the project land on which the plot/units are to be situated.
- e. The plot/unit can be used only for residential purposes and cannot be used for any other purpose. No commercial activities are permitted in the residential plot/unit.
- f. Sub-Division and Amalgamation of the allotted plot/unit(s) shall not be allowed.
- g. The Company shall have the right to effect suitable necessary alteration in the layout plan of the project if and when required necessary. The alteration may involve all or any of the changes namely change in position, number of plot/units, dimension or area of the plot/unit, façade

of the unit, internal lay-out of the unit, layout of the Complex at the sole discretion as deem appropriate and or as may be directed by any Competent Authority. In such an event, the Company would execute the Supplementary Agreement, if deemed necessary. If there is an increase or decrease in the area, the rate per sq. ft. and other charges shall be applicable to the changed area (i.e. at the same rate at which the plot/unit was booked) and as a consequences of such reduction or increase of area, the Company shall be liable to refund to/ charge from the Allottee without interest, only to the differential price and other charges. In such case, prior consent of the Allottee is not required and any such differential amount shall be payable by the Allottee or the Company, as the case may be.

- h. The Allottee(s) shall be required to execute, a "Buyer's Agreement", "Terms of Membership" for Golf Course, "Maintenance Agreement", "Facility Agreement" or any other Agreement(s) as deemed appropriate by the Company, either at the time of allotment or possession of plot/unit, in the format as prescribed by the Company.
- i. The Allottee(s) shall not be entitled to get the name of his/ her/its nominee(s) substituted in his/her/its place without obtaining prior written consent of the Company and payment of transfer charges.
- j. After/simultaneously on taking possession of the plot/ units as stated hereinabove, the Allottee shall be liable to pay to the Company or any other appropriate authorities, on demand, all present and future imposition of rates, taxes, levies, EDC, IDC and deposits including security/ maintenance deposit or assessments pertaining to their respective plot/unit(s), more precisely indicated in the "Buyer's Agreement".
- k. The Company, however, may, at its sole discretion may change, add, delete, alter or relax any of the conditions stated herein.
- l. The ownership of the allotted plot/unit shall be transferred to the Allottee upon receipt of entire consideration & all other dues & charges and execution of sale deed.
- m. The Company shall be entitled to create mortgage, encumbrances in order to raise finance for development of the Complex and prospective purchaser will have no concern whatsoever. However, at the time of execution of sale deed of plot/unit to the prospective buyer, the mortgage, encumbrances on the respective plot/unit would be cleared by the Company.
- n. The Allottee(s) right and interest in title shall be restricted only to the identified plot/unit for which, the Allottee(s) has paid and the Allottee cannot claim any right or interest in any other area or facilities provided in the Complex,

which shall continue to vest in to the Company or its Associates/Nominees/Assignee, as the case may be. The common area and facilities such as golf course, club, park, parking space etc. shall remain the property of the company/ nominee/ assignee/ associate. The prospective buyer of the plot/unit has no right, title and interest of any nature except ingress and egress of common area.

- o. The Allottee shall pay, from time to time, and at all times, the amounts which the Allottee(s) is liable to pay, as agreed and to observe and perform all the covenants and conditions of the application for sale and to keep the company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages what the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).
- p. That, if any provision/stipulation/condition of this General Terms and Conditions is determined to be void or unenforceable under any applicable law, such provision shall deemed to have been amended or deleted in as far as it may reasonable be consistent with the purpose herein and applicable law. The remaining provisions of these General Terms and Conditions shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render these General Terms and Conditions void, in totality.

18. ARBITRATION

- a. All disputes or differences arising out of, in connection with or in relation to this transaction, shall be mutually discussed and settled by the Company and the Allottee(s).
- b. All the disputes or differences arising out of, or in connection with or in relation to this transaction, if not settled amicably, shall be referred to sole arbitrator, appointed by the Company in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the parties.
- c. The venue of arbitration shall be Ludhiana and the language for the Arbitration proceedings shall be in English only.

19. JURISDICTION

The dispute(s), if any, shall be subject to the jurisdiction of competent courts in Ludhiana only and the courts at any other place shall not have jurisdiction to entertain any such dispute.

Accepted the above terms and conditions

Allottee (s)