



An Integrated Township

APPLICATION FORM

Application Form No:

ASR-DC-V-

Residential Villa No.

(To be filled by AIPL AMBUJA)

(UNIT - VILLA)

Please deposit the Application Form at:

AIPL AMBUJA HOUSING & URBAN INFRASTRUCTURE LIMITED
232-B, OKHLA INDUSTRIAL ESTATE – III, NEW DELHI – 110 020
TEL. NOS. +91-11-41000530
FAX: +91-11-30823856
Site Office: Dream City, G.T. Road, Amritsar-143115, Punjab Tel: 91 9915 048 015/16

DREAMCITY

RESIDENTIAL TOWNSHIP, AMRITSAR

Registration Application Form for allotment of Villa in Dreamcity,
Village Manawala and Jheeta Kalan, G.T. Road, Amritsar

Date.....

AIPL AMBUJA HOUSING & URBAN INFRASTRUCTURE LIMITED
232-B, OKHLA INDUSTRIAL ESTATE – III,
NEW DELHI – 110 020

Dear Sirs,

I / We wish to register myself / ourselves for the allotment of a residential Villa in your residential Township on Jalandhar Amritsar highway, G.T. Road, Amritsar, Punjab under the down payment plan / construction linked payment plan (tick one).

I/ We hereby submit the Application Form duly filled in and signed with all enclosures and remittance as indicated in the payment schedule for the purpose of this registration.

I/ We understand that this application is for registration for a Villa in “Dreamcity” project of AIPL Ambuja and in no way, be construed as an allotment. I/we agree that the registration of the Villa in the upcoming project “Dreamcity” shall become definitive only after the due acceptance of the same by AIPL Ambuja in writing and shall be subject to the terms and conditions as stipulated by AIPL Ambuja.

In the event of AIPL Ambuja accepting my / our application to allot a Villa, I/we agree to pay all further installment/s of the sale price and all other dues as stipulated in the “payment plan” alongwith this Application and to execute the Buyers’ Agreement, as explained to me/us by AIPL Ambuja and fully understood by me/us.

I/ We agree to execute all the documents in the standard format provided by AIPL Ambuja as and when necessary, upon allotment of the Villa in the upcoming project “Dreamcity”, Amritsar and shall strictly adhere to the terms and conditions by AIPL Ambuja.

I/ We agree that the allotment of Villa shall be at the sole discretion of AIPL Ambuja and in case the Villa is not allocated to me / us for any reason whatsoever, I/ we shall not raise any objection or claim damages or challenge the same in a Court of Law and the amount deposited herein shall be refundable to me/ us without any interest.

Signature of Sole/ First Applicant

Signature of Second Applicant (if any)

AIPL AMBUJA HOUSING & URBAN INFRASTRUTURE LIMITED
Registered Office: 232B, Okhla Industrial Estate, Phase - III, New Delhi - 110 020
Phone + 91-11-41000530, Fax: +91-11-30823856
Site Office: Dream City, G.T. Road, Amritsar-143115, Punjab Tel: 91 9915 048 015/16

Individual/Joint Application Form

SOLE/FIRST APPLICANT

JOINT APPLICANT

AFFIX
PHOTOGRAPH

AFFIX
PHOTOGRAPH

Please fill in block letters:

<p>1. Full Name _____ Mr/Ms/Dr</p> <p>2. Father/Husband's name/ _____ (Natural Guardian (in case of minor))</p> <p>3. Relation to the First Applicant (for Joint Applicant) _____</p> <p>4. Date of Birth _____ D D M M Y Y Y Y</p> <p>5. Marital status _____</p> <p>6. Occupation <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others</p> <p>7. No. of Children _____</p> <p>8. Profession/Nature of business _____</p> <p>9. Name of Employer _____</p> <p>10. Residential Status <input type="checkbox"/> Resident Indian <input type="checkbox"/> Non-resident Indian <input type="checkbox"/> Foreign Citizen of Indian Origin</p> <p>11. IT PAN / Ward No. _____</p> <p>12. Permanent Address _____ _____ City _____ State _____ Pin _____</p> <p>Phone (Residential) _____ Phone (Office) _____ Mobile _____ Fax _____ Email _____</p> <p>13. Correspondence Address _____ (For Sole/ First Applicant) City _____ State _____ Country _____ Pin/Zip _____</p>	<p>Mr/Ms/Dr _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> Resident Indian <input type="checkbox"/> Non-resident Indian <input type="checkbox"/> Foreign Citizen of Indian origin</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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I/We confirm having read and understood the declaration hereinafter

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

Signature of Joint Applicant
(Please sign within space provided)

Place:
Date:

Place:
Date :

Additional Information (Non-Resident Indian / Foreign Citizen of Indian Origin Applicants only)

Please fill in block letters

Sole/First Applicant

Joint Applicant

1. Nationality (PIO) _____
2. Native Place in India _____
3. Passport Indian Foreign Indian Foreign
4. Place and Date of Issue _____
5. Contact person in India (Full Name) _____
6. Correspondence Address _____
- City _____ State _____ Country _____ Pin/Zip _____
- Phone _____ Mobile _____ Fax _____ Email _____
- 7 (a) NRE Account No. _____
- (b) Name of bank & branch _____

We confirm having read and understood the declaration hereinafter

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

Signature of the Joint Applicant
(Please sign within the space provided)

Place :
Date:

Place:
Date:

Other Entity Application Form

Please fill in block letters

1. Name of the organization _____
2. Status Proprietorship Firm Partnership Firm Company
 AOP/BOI Others _____
3. Date and place of incorporation _____
4. Registered/ head Office Address _____
- City _____ State _____ Country _____ Pin/Zip _____
- Phone _____ Mobile _____ Fax _____ Email _____
5. Name of authorized signatory with designation _____
- _____
6. IT PAN / Ward No: _____

We confirm having read and understood the declaration hereinafter

Signature of Authorized Signatory with Stamp
(Please sign within the space provided)

Place:

Date:

2/6

Application No. **ASR-DC- V** _____

Villa Preference

Please read Annexure A of General Terms & Conditions before filling up.

Please specify the Villa you are applying for (please tick):

Type of Villa & Sizes

Name	Vila Plot Size (Sq. yds.)	Salable Area (in Sq.ft.)	Tick
BELMONT	250	2800.00	<input type="checkbox"/>
NORTHWOOD	325	3500.00	<input type="checkbox"/>
RICHMOND	400	4600.00	<input type="checkbox"/>
WATERFORD	500	5600.00	<input type="checkbox"/>

NOTE: Attached is the list of Villa's available in this phase along with the Villa numbers and its Preferential Location Charges (PLC) if any.

Preferential Location Charges (PLC)

Category	Description	PLC charges (% of Basic Sale Price)
"A"	<ul style="list-style-type: none">Two side open or25 meter wide road orLocated opposite / adjacent to the green area	5%
"B"	<ul style="list-style-type: none">Any two of the above	7.5%
"C"	<ul style="list-style-type: none">Any three of the above	10%
"D"	<ul style="list-style-type: none">General	NIL

UNIT PRICE

- Basic Price Rs. _____
- Preference Location Charges (PLC) @ Rs _____
- External Development Charges (EDC) - As Applicable
- Other Charges – as indicated in Annexure – 1 attached.

Application No. **ASR-DC- V**

PAYMENT PLAN OPTED

(Kindly refer to Payment Schedule in GTC)

Down Payment Plan

Time Linked Installment Plan

Declaration

1. I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct there from. Any allotment against this application is subject to the terms and condition & attached to this application form and that of General Terms & Conditions. The said terms and conditions 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 particular 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.
2. I/We declare to have understood the terms and conditions of sale for which I/ We am/ are applying for allotment of Villa. 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 AIPL Ambuja in the project land on which development of township is taking place.
3. I /We further agree to sign and execute the necessary document as deemed necessary, as and when required by AIPL AMBUJA HOUSING & URBAN INFRASTRUCTURE LIMITED.
4. I/ We declare & confirm that the Villa, as being applied, shall be used for residential purpose only.

I/ We confirm having read the stipulations under General Terms and Conditions as enforced, amended from time to time and agree to abide by such rules/conditions.

Signature of authorized signatory with stamp (if any) (please sign within the box provided)

Note / Enclosures:

1. All payments to be made through Cheque payable at par / Demand Draft/Pay Order to be made in favour of “**AIPL AMBUJA HOUSING AND URBAN INFRASTRUCTURE LIMITED**”, payable at **NEW DELHI/ AMRITSAR**.
2. The form to be sent / deposited at AIPL AMBUJA office at New Delhi/Amritsar
3. Please enclose a self attested photocopy of PAN Card / NRI or Foreign Citizen of Indian origin certificate.
4. Xerox copy of residence proof (any one from the following):
 - (i) Driving Licence,
 - (ii) Passport
 - (iii) Voter ID
5. A total of two coloured passport size photographs for each applicant will be required. Out of these one photograph to be affixed on the space provided on application form.

4/6

Application No: ASP DC V_____

For Official Use Only
(To be filled by AIPL AMBUJA)

BOOKING DETAILS

Particulars	Name	Category
		(Individual/Joint/NRI or Other Entity)
First Applicant		
Second Applicant		

PAYMENT DETAILS

Payment Plan (please refer to Payment Schedule in GTC)

Down Payment Plan

Time Linked Installment Plan

Sl. No.	Mode of Payment	No. & Date	Bank & Branch	Amount (in Rs.)
Total				

Booking Details

Basic Sale Price (in Rs. per sq. ft.)		EDC & IDC	
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Vila Type		Payment Plan (DP/TLP)	
Villa No.		ASA /Direct	
PLC Category (A/B/C/D)		ASA Details (Code etc.)	
IFMC			

Signature
(Receiving Officer)

Signature
(Customer Care)

ASA Seal

5/6

GENERAL TERMS AND CONDITIONS

1. **“DREAMCITY” AMRITSAR :**

“Dreamcity” at Amritsar is an integrated modern township being promoted by AIPL AMBUJA Housing & Urban Infrastructure Limited (**referred hereinafter as the “Company”**) consists of Plots, Villas and Group Housing, besides the Club, School etc. (**“Township”**).

The company hereby offers the “Villas” of various sizes as per the plans, designs, specifications mentioned in brochure, annexed hereto.

2. **WHO CAN APPLY**

- (a) 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).
- (b) Joint application of two persons only is permitted. Applicants should be members of the same family which includes spouse, parents and children.
- (c) 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).
- (d) 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 / allottee shall also furnish the required declaration to the Company on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian Origin, shall, however, be made in Indian Rupees directly to NRE Account..

- (e) The company, however, at its sole discretion and as may be permissible under the law, can relax any of the conditions as mentioned hereinabove without assigning any reason.

3. **APPLICATION AND ALLOTMENT PROCEDURE:**

- (a) The brochure & application form may be obtained from any of the Company's offices located in New Delhi / Amritsar or can be downloaded from the Website (www.aiplambuja.com).
- (b) 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 is completed as referred hereinabove, the same shall be binding on the applicant.
- (c) The application duly filled in, along with the application money, will have to be deposited at any of the offices listed below:

Registered Office	:	232-B Okhla Industrial Estate Phase – III New Delhi – 110 020
Site Office	:	Dreamcity G.T. Road Amritsar – 143 115 Punjab

- (d) 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 filled application form.
- (e) During the scrutiny of the application forms, in case any deficiency is found, and/or not having 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 days from the date of intimation, failing which the application shall be considered as cancelled.
- (f) The applicant(s) would be given intimation of allotment of villa within 30 (thirty) days of the actual receipt of payment of allotment, provided the payment is made within the stipulated time.

- (g) The applicant would sign the Buyers agreement, at the time of allotment of villa. 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 applicant/allottee only.

4. WITHDRAWAL OF APPLICATION:

- (a) The allottee(s) of villa(s) may request the company for withdrawal of their allotment within 45 days of filing the application. The management shall refund the amount after deduction of 10% of Basic Sale Price as cancellation charges within 60 days from the acceptance of withdrawal application.
- (b) It is clarified and understood, that in the case of such withdrawal, no claims whatsoever for damages shall be entertained.
- (c) In case of withdrawal by NRI(s) / Foreign Citizen(s) of Indian Origin, refund of money will be made only in Indian Rupee in the manner as prescribed under relevant laws.

5. PRICE & PAYMENT SCHEDULE:

(a) **Down Payment Plan**

Sale Price as indicated in the Payment Schedule under Down Payment Plan (**Annexure-'A'**). This plan requires 95% payment of Sale Price along with all other charges as indicated in price schedule within 45 days of the date of allotment. The balance 5% payment shall be payable at the time of possession of villa(s). The 95% payment shall be paid as under:

On Booking	:	15%
Within 45 days of allotment:		80%

(b) **Construction Linked Installment Payment Plan**

Sale Price as indicated in the Payment Schedule under Installment Payment Plan (**Annexure-'A'**). This plan requires payment of allotment money and respective installments as indicated in the payment schedule.

- (c) The Sale Price charged is based on the size of the villa and non-quantifiable intangible factors, inter alia, like location, view, direction, distance from main road, vicinity of open spaces and common areas, and expected demand of the villa etc. The preferential location charges (PLC), wherever applicable, are indicated in **Annexure 'A'** hereto (Payment Schedule).
- (d) The sale price / consideration in the above plans (**Annexure 'A'**) is exclusive of External Development Charges (EDC) pro-rated per sq. yds. and the taxes and duties which **either levied or** may be leviable by appropriate authorities. Any upward revision of said charges for the allotted villa/(s), both present and future, as applicable, shall be separately charged and payable by the allottee(s).
- (e) The price of the Villa stipulated herein is based on all India Whole Sale Index for all commodities as fixed by the Ministry of Commerce and Industries, Government of India. If however, during the progress of the work, escalation in cost takes place which will be based on all India Whole Sale Index for all commodities, the effect of the such

increase as assessed by the Company and intimated to the intending allottee(s) shall be payable by him/ her over and above the price. The calculation of escalation will be done as per the formula as prescribed. The decision of the Company in this respect shall be final and binding on the allottee(s). The increased incidence may be charged and recovered by the company from the allottee(s).

- (f) All payments are to be made to the Company, through Cheque or demand draft/pay order payable at New Delhi/Amritsar in favour of **“AIPL Ambuja Housing & Urban Infrastructure Limited”**.

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

- a) It shall be incumbent on the allottee(s) to comply with the terms of payment in respect of the villa(s) and any other sums payable as per the payment schedule. The timely payment shall be the essence of each transaction.
- b) 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.
- c) The allotment shall be made through first-come-first basis, for the applicant(s), who have paid the requisite dues. However, the company reserves the right to cancel the allotment and refund the sum, received to such defaulter applicant after deduction 10% of the total consideration of the villa as cancellation charges.
- d) In case the applicant 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 all other dues in full shall have to be made within 15 days from the demand letter/ call letter deem to be considered as due date. All such demand letters/ call letters shall be linked with the stages of construction mentioned in the Payment Schedule or as may be mentioned in the letter (s) of the Company to be issued from time to time requesting for such payments. The payment of respective installments within the stipulated time would be deemed to be the essence of the terms of allotment. Part payment will not be accepted after the due dates. The applicants/allottee(s) would be liable to pay interest @ 18% p.a. upto delay of 90 days and 21% p.a., if the delay is more than 90 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 beyond **six months** 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 villa as cancellation charges and interest as due and payable up to the date of cancellation. All amounts paid by the applicant(s)/ allottee(s) on various accounts will be refunded after deduction of

the said cancellation charges within 60 days of the date of cancellation. It is clearly understood that upon such cancellation, the applicant(s)/ allottee(s) shall have no right, title, lien, charge, claims or demands against the Company and/or the allotted villa(s).

- 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), to give possession of the villa(s) to the allottee(s) within 24 months / 2 years 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 villa(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 villa(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 villa(s) within the time as specified, the delivery of the villa(s) shall be deemed to have been taken by the allottee(s) on the date indicated in the intimation letter for possession irrespective of the date when the allottee(s) actually takes physical possession of the villa(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 villa(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, water supply, sewerage disposal connection, electric power etc. from concerned authority(s) or slow down or strike by 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 and such other reasons which are beyond the control of the company 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.40/per sq. yd. per month till the handing over of possession of the villa, in case it fails to deliver possession of the villas 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 villa (s) as and when called upon by the company or where physical delivery has been withheld by the company, the allottee(s) shall be liable to pay "**HOLDING CHARGES**" @ Rs.40/- per sq. yds. per month from the Deemed Date of 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 township from the deemed date of 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.10/- per sq.ft. No transfer fee, however, shall be payable in case of a 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) The transfer documents shall be vetted and approved by the company.
- b) Change of Joint allottee will be treated as transfer under this clause.

10. MAINTENANCE CHARGES OF THE TOWNSHIP :

- (a) The company shall, by itself or through its nominee, maintain the common areas and infrastructure facilities such as park, green areas, common areas, garbage collection and disposal, facilities for lighting, water, security, waste management, gardening etc. after handing over the possession of villa(s) to the allottee(s) for a period of 24 months or for such extended period as may be required till alternative arrangement is in place.
- (b) On or before taking possession of the villa, the allottee(s) shall be required to pay in advance to the company, the maintenance charges (calculated @ Rs.1.25/- per sq. ft. per month of the villa area) for the first two year (24 Months). The charges shall escalate at least by 10% thereafter, every year or by 20% every three years, as may be, so decided by the company in its sole discretion.
- (c) The allottee(s) who had paid the entire sum of consideration in respect of allotted villa 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 Possession, as referred in clause 7.

11. GENERAL UPKEEP AND MAINTENANCE OF THE TOWNSHIP :

- (a) The general upkeep and maintenance of the exteriors of the individual villa(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) The allottee shall not be permitted to modify / change facade of the villa, whereas adhere to maintain the unification of design in consonance of the entire township. The allottee are expected to maintain the design & paint in every manner, in its original design.

However, in case there is any addition, enhancement, modification in the Villas, proposed by the residents, the same shall be threadbare discussed & the resolution thereto, shall be passed in the majority through its Resident Welfare Association (RWA) or by the company, subject to adhering all the guidelines of PUDA/ Local Authorities and approvals thereto.

- (c) In order to keep the harmony and cleanliness in the township, 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 township and maintain the cleanliness and safety of other residents and/or visitors of the township.

12. ELECTRICITY:

The Domestic PSEB connection of electricity will be distributed through the company to all allottee(s). However, a minimum back up load of 0.75 KW shall be provided to each villa-owner free of cost. Further, the allottees are under an obligation to take additional minimum back up of 2 KW from the company at the cost of Rs.30,000/- per KW.

A dual energy recording meter shall be provided / installed, on which the normal electricity of PSEB and back up power shall be recorded. The rate of back up power shall be determined at the sole discretion of the company or by the facility management agency or the RWA as and when formed.

In this regard, a separate “Facilities Agreement” for providing the electricity from Punjab State Electricity Board (PSEB) & Power back up shall be entered into with the allottee(s) at the time of handing over the possession elaborating the rates and other related terms.

13. WATER :

Water supply will be made available to each of the villa owners in the township. However, incase, any water charges becomes payable by the company to any authority at any point of time, in such an event, the allottee(s) will be required to pay such charges on such basis as may be then decided by the company at its sole discretion.

14. EXCLUSIVE MEMBER’S ONLY CLUB :

The company proposes to set up an “Exclusive Member’s only Club” in the township which will be owned by the company and shall not be the 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 will compulsorily be required to be a member of the club on the payment of non-refundable subsidized fees of Rs.1,50,000/-. The payment shall be made by the allottee(s) in two equal installments as referred in **Annexure – ‘A’**. The allottee(s) will have to abide by the terms of membership of the club including for payment of annual/monthly charges as well as the other usage charges.

The allottees would be under obligation to adhere to the Club Rules framed by the company.

15. FORMATION OF RWA:

Certain infrastructure and facilities will be common for the entire township and the responsibility of maintaining the same shall be with the company for initial 24 months and then by Residents Welfare Association (RWA) or Government Body.

16. INTEREST FREE CORPUS FUND FOR CONTIGENCIES :

The allottee(s) will be required to contribute to the corpus fund, as may be decided by “RWA” from time to time in terms of their bye-laws.

17. DOCUMENTATION :

- a) The company shall execute and register the sale deed of the villa(s) and simultaneously handover the possession of the villa(s) to the allottee(s).
- b) The sale deed of the villa shall be executed and registered in favour of allottee after the receipt of the Sale consideration as indicated in **Annexure – ‘A’** and all other dues, deposits, etc.
- c) The right, title and interest of the allottee in the villa 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.

18. 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. 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 interest and cancellation charges, as applicable.

19. 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 applicant 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 applicants must quote the application number as printed in the application form and upon allotment of villa, the villa number should be referred, in all future correspondence.
- (d) The allottee(s) of villa(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 township 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 township.

20. GENERAL :

- a) The applicant(s) who have applied for allotment of villa(s) in the township is fully satisfied about the title and interest of the company in the township, to be developed and constructed, as per the prevailing byelaws/ guidelines of Punjab Urban Development Authority (PUDA) and/ or any other authority. The applicant is understood to have full knowledge of all the laws/ notifications and rules enforced in the area in which the township is situated.
- b) The expression 'allotment' wherever used herein shall always mean 'provisional allotment' and will 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 villa(s).
- c) The façade of villa shall be as per design controls formulated by the company duly sanctioned by the Competent Authority. The design / construction shall not be changed/ altered/ modified by the allottee(s) under any circumstances.
- d) It is understood that the applicant has applied for allotment of villa with full knowledge of all the law/ notifications and rules applicable to the project area, which have been fully understood by the applicant(s). It is further understood that the applicant have fully satisfied himself/ herself about the right, title and/ or interest of the company in the project land on which construction of the villas will be/ are being constructed.
- (e) It is understood that the applicant has applied for allotment of villa for residential purpose only.
- (f) If for any reasons, whatsoever, the company is not in a position to offer the Villa allotted, the company shall offer the allottee(s) an alternative villa or refund the amount in full with interest @ 18% p.a. without any further liability to pay any damage or compensation.
- (g) The company reserves the right to create charge on this township for obtaining development and other finance. However, on or before the execution of the deed of transfer, the villa will be freed from all such encumbrances.
- (h) In the event of paucity or non-availability of any material the company may use alternative materials/ article but of similar good quality. Decision of the company on such changes shall be final.
- (i) The terms and conditions contained herein shall be deemed to form part of the application by the intending allottee and all allotments shall be strictly subject to these terms and conditions. The contents of the accompanying application kits (except the application form contained in the application kit) are not legal documents and are not

binding upon the company. All designs, measurements, specifications mentioned and stated therein are tentative and subject to change.

- j) The villa can be used only for residential purposes and cannot be used for any other purpose. No commercial activities are permitted in the residential villa.
- k) Sub-Division and Amalgamation of the allotted villa(s) will not be allowed.
- l) 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 villas, dimension or area of the villa 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 will be applicable to the changed area (i.e. at the same rate at which the villa was booked) and as a consequences of such reduction or increase of area, the company shall be liable to refund to/ charge from the applicant without interest, only to the differential price and other charges.
- m) The allottee(s) will be required to execute, a “Buyer’s Agreement”, “Club Rules”, “Maintenance Agreement”, “Facility Agreement” or any other Agreement as deemed appropriate by the Company, either at the time of allotment or possession of villa.
- n) No villa shall be constructed by the company according to the desire or specifications or a modified the design on request of any prospective purchaser.
- o) 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.
- p) After possession of the villas 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 deposit or assessments pertaining to their respective villa(s), more precisely indicated in the “Buyer’s Agreement”.
- q) The allottee / buyer shall liable to pay property tax and all rates, taxes, charges, assessments, levies by whatever name called assess and impose by the municipal or other authorities, whether levied presently or future in respect of the villa irrespective of the fact that allottee/ buyer has not taken over the possession or has not been enjoying the benefit of the villa.
- r) The company, however, may, at its sole discretion may change, add, delete, alter or relax any of the conditions stated herein.
- s) Furniture layout shown in the brochure is indicative, no furniture shall be provided with the “villa offering” or villa being offered.

- t) Complaints, if any, regarding fittings and fixtures etc. provided in the villas will be required to be brought to the notice of the company within 15 days after taking over possession of the villa. In case of allottee fails to take physical possession within one month from the deem date of possession, complaints of any nature will not be entertained relating to fittings, fixtures etc. and in such an event, the allottee will have to take possession of the villa on “As is where is basis”.
- u) The constructions made by the company shall be in accordance with the approved lay out plan by the concerned authority(ies).
- v) The ownership of the allotted villa shall be transferred to the allottee upon receipt of entire consideration and all other dues as indicated in **Annexure ‘A’** and execution of sale deed..
- w) The company shall be entitled to create mortgage, encumbrances in order to raise finance for development of the township and prospective purchaser will have no concern whatsoever. However, at the time of sale of villa to the prospective buyer, the mortgage, encumbrances on the respective villa would be cleared by the company.
- x) The common area and facilities such as park, parking etc. shall remain the property of the company. The prospective buyer of the villa has no right, title and interest of any nature except ingress and egress of common area.
- y) The applicant 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.

21. 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 Managing Director of 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 New Delhi and the language for the Arbitration proceedings shall be in English only.

22. JURISDICTION:

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

Accepted the terms and conditions