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# *The* ADDRESS

## APPLICATION FORM

Application Form No:

ABV/\_\_\_\_ / 001 \_\_\_\_

(for office use only)

**(UNIT - Plots / Independent Floors / Villas)**

Please deposit / send the Application Form at:

**Blue City Township & Colonizers Private Limited  
18-I, C Block Market, Ranjit Avenue, Amritsar**

(1)

## INDIVIDUAL / JOINT APPLICATION FORM

SOLE/FIRST APPLICANT

JOINT APPLICANT

Please fill in block letters:

1. Full Name \_\_\_\_\_  
Mr / Ms / Dr

2. Father/Husband's name \_\_\_\_\_  
(Natural Guardian (in case of minor))

3. Relation to the First Applicant (for Joint Applicant) \_\_\_\_\_

4. Date of Birth 

D	D	M	M	Y	Y

5. Marital Status \_\_\_\_\_

6. Occupation ☐ Employed ☐ Self-Employed ☐ Housewife ☐ Student ☐ Others

7. No. of Children \_\_\_\_\_

8. Profession/Nature of business \_\_\_\_\_

9. Name of Employer \_\_\_\_\_

10. Residential Status ☐ Resident Indian ☐ Non-resident Indian ☐ Foreign Citizen of Indian Origin

11. IT PAN/Ward No. \_\_\_\_\_

12. Permanent Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Pin \_\_\_\_\_

Phone (Residential) \_\_\_\_\_ Phone (Office) \_\_\_\_\_

Mobile \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

13. Correspondence Address \_\_\_\_\_

(For Sole/ First Applicant)

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Pin/Zip \_\_\_\_\_

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 \_\_\_\_\_  
POI \_\_\_\_\_
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 space provided)

Signature of Joint Applicant  
(Please sign within space provided)

**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 No: \_\_\_\_\_

We confirm having read and understood the declaration hereinafter.

Place :

Date :

(3)

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

Application No:

ABV/\_\_\_\_ / \_\_\_\_

#### Villa Preference

S. No.	VILLA TYPE	Sq. yd.	Sq. ft.
A	Aqua	200	2750
B	Azure	300	3500
C	Turquoise	500	4500

#### Preferential Locations Charges

PLC 1	Green Facing	5% of BSP
PLC 2	On 60 ft. Road	5% of BSP
PLC 3	On 45 ft. Road	3% of BSP
PLC 4	Corner/ 2 side open	2% of BSP

#### Plots

Sr. No.	Sq. yd.
1	150
2	200
3	250
4	300
5	350
6	500
7	600
8	700

#### Preferential Locations Charges

PLC 1	Green Facing	5% of BSP
PLC 2	On 60 ft. Road	5% of BSP
PLC 3	On 45 ft. Road	3% of BSP
PLC 4	Corner/ 2 side open	2% of BSP

#### Floor Preference

Please read GENERAL TERMS & CONDITIONS before filling up

Please specify (tick) the Floor you are applying for

Unit Size:	
(1) 150 sq. yards (950 sq. feet)	
(2) 211 sq. yards (1450 sq. feet)	

Ground Floor	First Floor	Second Floor

#### Preferential Locations Charges

PLC 1	Green Facing	5% of BSP
PLC 2	On 60 ft. Road	5% of BSP
PLC 3	On 45 ft. Road	3% of BSP
PLC 4	Corner/ 2 side open	2% of BSP

Application No:

**ABV/** \_\_\_\_\_ **/ 001**

#### PAYMENT PLAN OPTED

(Kindly refer to Payment Schedule in GTC)

Down Payment Plan

Installment Plan

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#### Declaration

1. 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 attached to this application form and that of General Terms & Condition. 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.
2. I/We declare to have understood the terms and conditions of sale for which I/ We am/ are applying for allotment of plot. 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 Blue City Township & Colonizers Private Limited in project land on which development of township is taking place.
3. I/We further agree to sign and execute the necessary document as and when required by M/s Blue City Township & Colonizers Private Ltd.
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 Applicant/ Authorized signatory with stamp (if any)  
(Please sign within the space provided)

(5)

**Note / Enclosures:**

1. All payments to be made through Cheque / Demand Draft/Pay Order to be made in favour of “**M/s Blue City Township & Colonizers Private Ltd**”, payable at \_\_\_\_\_.
2. The form to be sent / deposited at M/s Blue City Township & Colonizers Private Ltd office at Amritsar
3. Please enclose a self attested photocopy of PAN Card/NRI or Foreign Citizen of Indian origin certificate.
4. 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 application form.
5. Specimen signatures duly attested by a scheduled bank.

Application No: **ABV/**\_\_\_\_ / **001**For Official Use Only  
(To be filled by IGE)**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☐ Installment Payment Plan

Sl. No.	Instrument	No. & Date	Bank & Branch	Amount (in Rs.)
Total				



**BOOKING DETAILS**

<b>Villa / Independent Floor / Plot</b>			
<b>Basic Sale Price (in Rs. per sq feet)</b>		<b>EDC</b>	<b>Basic Sale Price (in Rs. per sq feet)</b>
<b>Villa / Independent Floor / Plot Category</b>		<b>Payment Plan (DP/TLP)</b>	
<b>Villa / Independent Floor / Plot Sq feet / yard</b>		<b>ASA / Direct</b>	
<b>PLC Applicable</b>		<b>ASA Details (Code etc.)</b>	
<b>Other charges</b>			

**Signature**  
(Receiving Officer)

**Signature**  
(Customer)

**Company Seal**



## GENERAL TERMS AND CONDITIONS

### I. "THE ADDRESS BY BLUE VALLEY, AMRITSAR" :

"THE ADDRESS BY BLUE VALLEY, AMRITSAR" is an integrated modern township being promoted by Blue City Township & Colonizers Private Limited (referred hereinafter as the "Company") Social Club, Developed Plots, Independent Floors and Villas, School etc. ("Township").

The company hereby offers the developed Plots, independent floors and Villas. This offer and subsequent application hereof is subject to compliance of General Terms & Conditions mentioned herein and further, the company has sole discretion to reject any application without assigning the reasons therefore, subject to terms and conditions mentioned herein.

The terms and conditions given below are only indicative, to enable the applicant acquaint himself/herself with the terms and conditions broadly, which will be comprehensively set out in the buyers agreement, which upon execution shall supersede all other agreements/understandings.

### 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/legal guardian and proof of appointment of legal guardian, is required).
- (b) Joint application of two persons only is permitted. Applicants should be by 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(s)/allottee(s) 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.

(1)

Applicant's Signature \_\_\_\_\_



### 3. APPLICATION AND ALLOTMENT PROCEDURE:

- (a) The brochure & application form may be obtained from Company's office located in Amritsar.
- (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, independent floors or plots 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:  
  

Corporate Office	:	SCO-18-I, C-Block Market, Ranjit Avenue, Amritsar, Punjab, India - 143001
Site Office	:	Blue Valley, Airport Road, Amritsar
- (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 duly 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 allocation of Unit within 30 days (Thirty Days) 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.
- (g) 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 applicant/allottee only.

### 4. WITHDRAWAL OF APPLICATION:

- (a) The allottee(s) of independent floor(s)/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 20% of amount deposited by the allottee(s) till date 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 :**

- a) Sale price and payment plan as indicated in the payment schedule annexed with application form as Annexure – I.
- b) The Sale Price charged is based on the size of the unit 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 unit etc. The preferential location charges (PLC), wherever applicable, are indicated in application form.
- c) The sale price/consideration in the above plans is exclusive of External Development Charges (EDC) pro-rated per sq metres/sq. yds./ per sq feet in case of built up property and other taxes, duties which either levied or may be leviable by appropriate authorities. Any upward revision of said charges for the allotted plot(s)/independent floor(s)/villa(s), both present and future, as applicable, shall be separately charged and payable by the allottee(s).
- (d) The Payment Schedule is based on tentative measurements of plot(s)/independent floor(s)/villa(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 (BSP) and other charges as may be applicable.
- (e) All payments are to be made to the Company, through Cheque or demand draft/pay order payable at Amritsar in favour of **“M/S BLUE CITY TOWNSHIP & COLONIZERS PRIVATE 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 plot(s)/independent floor(s)/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 from such defaulter applicant after deduction of 10% of the basic sales price of the plot/villas/ independent floors 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) For the payment of installments and other dues, as per the annexure I of the application form, shall become payable in accordance with the time lines mentioned there in without requiring any kind 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 will not be accepted after the due dates. The applicant(s)/allottee(s) would be liable to pay interest @ 15% p.a. for the delayed period i.e. 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 90 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 40% of the amount paid by the allottee(s) till date of cancellation, as cancellation charges alongwith interest as may be 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 and interest if any, 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 plot / Unit (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), give possession of the plot(s)/ /independent floor(s)/Villa(s) to the allottee(s) within 24 months (Twenty Four 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(s)/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(s)/independent floor(s)/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 plot(s)/independent floor(s)/villa(s) within the time as specified, the delivery of the plot(s)/independent floor(s)/villa(s) shall be deemed to have been taken by the allottee(s) on the date indicated in the intimation letter for possession ("Deemed date of Possession") irrespective of the date when the allottee(s) actually takes physical possession of the plot(s)/independent floor(s)/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 plot(s)/independent floor(s)/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 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/independent floor(s)/villa(s) 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(s)/independent floor(s)/villa(s) as and when called upon by the company, the allottee(s) shall be liable to pay **"HOLDING CHARGES"** @ Rs.40/- per sq. yds. for plots and Rs 5/- per sq feet for built up units, 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 first transfer of the unit shall be free from transfer charges. On subsequent transfers, 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. Also no 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. MAINTENANCE CHARGES OF THE TOWNSHIP:**

- (a) The company shall, by itself or through its nominee/associate/assignee, 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 plot(s)/independent floor(s)/villa(s) to the allottee(s) for a period of 36 months or for such extended period as may be required till alternative arrangement is in place. Each and every applicant/allottee shall be mandatorily required to enter into an agreement with such maintenance agency(s) as may be appointed by the company.
- (b) On or before taking possession of the plot(s)/independent floor(s)/villa(s), the allottee(s) shall be required to pay in advance to the company, the maintenance charges in the shape of 'Interest Free Security Deposit' which shall be at the rate of Rs. 200/- per square yard in case of plots of land and Rs. 50/- per square feet of covered area in case of independent floor(s)/villa(s). This 'Interest Free Security Deposit' shall be non refundable.

**11. CONSTRUCTION OF HOUSE(S):**

- a) It is mandatory for the allottee(s) to commence construction of the house(s) on the allotted plot(s)/independent floor(s)/villa(s) within a period of 18 months from the date of possession/Deemed Possession as referred hereinabove in clause 7. The construction of the house(s) should be completed within 36 months from the date of possession.
- b) In case of delay in completion of construction of House(s) beyond 36 months from the date of possession/deemed possession, 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, 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. However, if the construction is not completed within the period of 48 months from the date of possession / deemed possession, the allottee would liable to pay penal charges as to be determined by the company or its nominated Agency or RWA, if formed. 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 the building covenants of the company.

- c) 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 Township, and has to comply with all the guidelines mentioned in the Building Covenants.

#### **12. GENERAL UPKEEP AND MAINTENANCE OF THE TOWNSHIP:**

- (a) The general upkeep and maintenance of the individual plot/independent floor(s)/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) 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.

#### **13. EXCLUSIVE MEMBER'S ONLY SOCIAL CLUB:**

The company proposes to set up an "Exclusive Member's only Club" in the township which will be owned by the company/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. 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.

#### **14. 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.

#### **15. DOCUMENTATION:**

- a) The company shall execute and register the sale deed of the plot(s)/independent floor(s)/villa(s) and simultaneously handover the possession of the plot(s)/independent floor(s)/villa(s) to the allottee(s).



- b) The sale deed of the plot(s)/independent floor(s)/villa(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(s) in the plot/unit 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.

#### **16. 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 interest and cancellation charges, as applicable.

#### **17. 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 plot(s)/independent floor(s)/villa(s); the plot(s)/independent floor(s)/villa(s) number should be referred, in all future correspondence.
- (d) The allottee(s) of plot(s)/independent floor(s)/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 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 township.

#### **18. GENERAL:**

- a) The applicant(s) who have applied for allotment of plot(s)/independent floor(s)/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 plot/independent floor(s)/villa(s).

- c) The façade of proposed construction shall be as per design controls formulated by the company. The design shall not be changed/alterd/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 all bye-laws, rules of the concerned competent authorities and building covenants.
- d) It is understood that the applicant(s) has applied for allotment of plot(s)/independent floor(s)/villa(s) 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 the plot/units are situated.
- e) The plot(s)/independent floor(s)/villa(s) can be used only for residential purposes and cannot be used for any other purpose. No commercial activities are permitted in the residential plot(s)/independent floor(s)/villa(s).
- f) Sub-Division and Amalgamation of the allotted plot(s)/independent floor(s)/villa(s) will 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 plots/units, dimension or area of the plot(s)/independent floor(s)/villa(s) 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 plot(s)/independent floor(s)/villa(s) 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.
- h) The allottee(s) will be required to execute, a "Buyer's Agreement", "Club Rules", "Maintenance Agreement" or any other Agreement(s) as deemed appropriate by the Company, either at the time of allotment or possession of plot(s)/independent floor(s)/villa(s).
- 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 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 and deposits including security deposit or assessments pertaining to their respective plot(s)/independent floor(s)/villa(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 and execution of sale deed.
- m) 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 plot/unit to the prospective buyer, the mortgage, encumbrances on the respective plot/unit would be cleared by the company.

- n) The common area and facilities such as club, park, parking etc. shall remain the property of the company / nominee / assignee / associate. The prospective buyer of the plot(s)/independent floor(s)/villa(s) has no right, title and interest of any nature except ingress and egress of common area.
- o) 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).
- 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 of the Agreement and applicable law. The remaining provisions of this Buyer's Agreement shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Agreement void, in totality.

#### **19. 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 Amritsar and the language for the Arbitration proceedings shall be in English only.

#### **20. JURISDICTION:**

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

**Accepted the terms and conditions**