To, EMERALD GULISTAN Division of J. K. Cotton Ltd. CIN-L7111UP1924PLC000275 Plot No.2, Scheme No.39, Jajmau, Kanpur Nagar. Through Sales Promoter: Avyay Construction Works Private Limited (CIN-U45400UP2014PTC067644) 117/K/13, Gutaiya, Kanpur Mobile No. 7704094802 Email: salesegacwl@gmail.com  Expression of Interest to purchase a Plot No. admeasuring Sq. Meters (		Yards)
in "Emerald Gulistan" Phase-IV, Residential Project situated at Plot No2, Scheme No. 39,	ajmau, Kan	<u>ıpur</u>
Dear Sir,		
I/We, do hereby submit my/our Expression of Interest (hereinafter referred as EOI) for Phase-IV in your aforesaid township project. I/We am/are enclosing herewith a Chequ	e Noo	dated nly) drawn on
First Applicant: Mr./Mrs./Ms	ļ	
Son/Wife/Daughter of Mr		DI 4
Date of Birth Profession Designation		Photograph (Self attested)
Designated Account NoName of Bank(in which refund or any amount can be transited)		
Company/Firm Name		
Residential Status: Resident		
Residential Address:	-	
Office Address:	_	
Telephone/Mobile & ResidenceOffice	_	
NationalityPANPass Port No	— ,	
Second Applicant: Mr./Mrs./Ms		Photograph (Self attested)

Son/Wife/Daughter of Mr			_
Date of Birth	_Profession	Designation	-
Company/Firm Name			
Residential Status: Resident	□Non-Resident	☐ Foreign National of Indian Origin ☐	]
Residential Address:		-	
Office Address:			
Designated Account No (in which refund or any amount can		_Name of Bank	
Telephone/Mobile & Resider	nce	Office	
Nationality	PAN	Pass PortNo	
Third Applicant:Mr./Mrs./N	Ms		-
Son/Wife/Daughter o fMr			- Photograph
DateofBirth	_Profession	Designation	(Self attested)
Company/FirmName			
Residential Status: Resident	Non-Resident	Foreign National of Indian Origin	
Residential Address:			_
Office Address:			-
Telephone/Mobile & Resider	nce	Office	_
Designated Account No (in which refund or any amount can		Name of Bank	
Nationality	PAN	Pass Port No	

## **DECLARATION**

- 1. I/ We will be bound by all terms and conditions of EOI enclosed herewith and I/we are willing to purchase the plot on "as is where is basis" with all risk and responsibilities, present or future, pertaining to the proposed transaction.
- 2. I/ We will be liable for all taxes/duties including Stamp Duty, if any, in respect of this EOI. GST and all other applicable present & future taxes, imposed by the Government from time to time, shall be borne by me/us.
- 3. I/We shall make all payments only through account payee Account Payee Cheque favouring "J K Cotton Limited-Emerald Gulistan (Phase-IV)", payable at Kanpur, by depositing the same to the Authorized Person of the Company at its office. I/We shall not deposit any amount either by way of cash or cheque/demand draft/RTGS/NEFT etc. directly to the bank account of the Company and in that case the Company shall not accept/acknowledge any such payment.
- 5. I/We have submitted complete KYC documents duly self attested as required by the Company alongwith the copy of PAN Card. Two additional colour Passport size recent photographs are also enclosed with this EOI Application Form.
- 6. I/We understand that to deposit this EOI with the Company does not guarantee for the acceptance of EOI and /or booking/allotment of the plot and does not create any contractual obligations, liability, whatsoever, including civil or criminal on the part of the Company. Acceptance/rejection of this EOI/Application for allotment of plot is absolutely at the sole discretion of the Company and the Company may reject the same without assigning any reason. In case of rejection of EOI / Application by the Company, the cheque/demand draft attached with this EOI, would be sent, through post to me/us without any communication by the Company, which will be final and binding upon me/us.

I/We agree for the above: Witness: (Name & Signature of First Applicant) 1. ..... (Name & Signature of Second Applicant) 2. (Name and Signature of the Broker) ..... (Name & Signature of Third Applicant) FOR OFFICE USE ONLY The Expression of Interest for a Plot No\_\_\_\_\_, Type\_\_\_\_admeasuring sq. meters(\_\_\_ Phase-IV in Emerald Gulistan, Residential Township, Plot No.-2, Scheme No. 39, Jajmau, Kanpur, is: Accepted Rejected For J K Cotton Limited Date:....

**Authorised Signatory** 

## ON ACCEPTANCE OF THE EXPRESSION OF INTEREST BY THE COMPANY, I/WE, THE ALLOTTEE, AGREE TO ADHERE THE TERMS OF EOI MENTIONED BELOW.

- 1. I/We understand that the **Emerald Gulistan** Township of the Company is being developed by the Company in phased manner as per the choice and planning of the Company and each such phase is independent of each other. The Company has already developed and completed its first phase of plotted development and Completion Certificate for the Phase-I, Plotted Development in "Emerald Gulistan" had been obtained vide Letter No. 17/39/Bhawan/14-15 dated 14.07.2016 issued by Kanpur Development Authority. Phase II of the project is also being developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ17995.
- 2. I/We clearly understand that this Phase-IV, Plotted Development Project, consisting of total 64 Plots on a total land area admeasuring 38684.43 sq meters, layout plan of which has been sanctioned by Kanpur Development Authority vide sanction / permit No. 127/1055/Bhawan/Online/2018-19 dated 29.06.2019, located in Emerald Gulistan Township, is an **Independent and Standalone Project** in itself for which endorsement has been shown in the revised sanctioned lay out plan approved by Kanpur Development Authority. However, Plot No. 56 shown in the sanctioned layout by KDA and reserved for Community Centre is not part of Phase-IV of the Project and is out of the purview of Phase-IV.
- 3. I/We clearly understand, unconditionally agree and accord my/our consent that the Company reserves the right to effect and/or carry out such variations, additions, alterations, deletions and modifications in the Lay out/ map/building plan/floor plan/ structural design/ specifications etc of other phases of its Emerald Gulistan township project and/or its remaining land, as the Company may, at its sole option and discretion, consider necessary or as directed/ permitted by any competent authority and/ or the architect of the Company at any time even after the Lay out/ map/ building plan/ floor plan/ structural design for its township complex/ plots/towers/buildings are sanctioned /revised sanctioned. Such changes shall include but shall notbelimitedtochangeinLayout/map/buildingplan/floorplan/structuraldesign
  - /specification of other phases of its township complex/plots/towers/buildings including apartment plans, location, preferential location, number, increase or decrease in number of plots, apartments, floors, blocks or area of the plots/apartment/blocks/ buildings etc. Further, the Company shall be entitled to construct on its land any commercial/residential building/ apartments/ hospitals / nursing homes/ schools/ institutions/ markets/ shops/ shopping complexes/ hotels/ clubs/ any other kind of buildings / additional buildings/ additional floors/ additional spaces/ additional towers/ blocks/ houses/ buildings and to avail full FAR/ additional FAR as may be sanctioned and permitted by the competent authority from time to time and the same shall be entitled to share all common areas and facilities. I/We shall have no right, claim or concern with regard to the any kind of future development of other phases and /or remaining part of project land / township including future development of all kind of structures, group housing, commercial/residential building/ apartments/ hospitals / nursing homes/ schools/ institutions/ markets/ shops/ shopping complexes/ hotels/ clubs/ any other kind of buildings etc. even after execution of Sale Deed and without further information / intimation to me/us and I/We hereby expressly give all my/our consent/permission/NOC by way of signing and submitting this EOI. However, the subject Plot shall not be altered.
- 4. I/We clearly understand and agree that my/our right, title, interest, claim or concern etc. shall be strictly limited to the plot which may be allotted to me/us by the Company in its Phase IV of Emerald Gulistan Township and to the amenities/facilities provided by the Company to the owners/residents of Phase –IV of Emerald Gulistan township and I/We shall have no right, title, interest, claim or concern of any kind whatsoever in respect of other Phases / Parts of Company's Emerald Gulistan Township.
- 5. That the receipt of "Expression of Interest", does not guarantee the Allotment of the Plot. The Allotment shall be at the sole discretion of the Company. The Company reserves all the rights to accept/reject the "Expression of Interest" without giving any notice or assigning any reason thereof.
- 6. That there may be variations in the dimension, size and area of the Plot proposed. However, the dimensions, size and area of the plot measured at the time of execution of Sale Deed and mentioned in the sale deed will be final.
- 7. That the Electricity Load for the entire Township / Project will be obtained from concerned Electricity Authority by the Company. All charges/ costs paid/ to various departments by the Company for obtaining, electricity connectivity / water / sewage installations and charges / costs paid by the Company for installation of Transformers and distribution system for electricity

- supply and connectivity till completion/occupancy certificate have been included in the Price/Sale Consideration of the Plot/Unit against which the Company shall provide for maximum Five Kilowatt of electricity connectivity to the Allottee. However, for any additional load/increase in load of power connection, the Allottee shall be liable to pay such additional costs/ charges including security deposit etc. to the KESCo / Authorities and Company as the case may be. The Allottee has also agreed to deposit further such amounts in future for increase in the electricity load as may be required from time to time by KESCo / Company.
- 8. That the Allottee shall take electricity connection for his / her respective plot/house from the appropriate authority and shall deposit connection charges including security deposit as applicable from time to time. The connection to his/her plot/house shall be given from the common supply line of Emerald Gulistan township at his/her own costs and expenses. Individual Electricity Connection charges including deposit and Meter charges, connection from the feeder pillar to the house meter, individual Water Connection charges from the Main supply line, individual Sewerage Connection charges from the said Plot to the Main Sewerage line of the Project/ Township and Storm Water Connection charges from the said Plot to the Main line of the Project/ Township and Malba charges etc. shall be borne by the Allottee and be paid to the applicable authorities / Company as the case maybe.
- 9. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authority/ies made applicable to the said Plot/ Project/ Township requiring the Company to provide any improvement in the existing Infrastructure, services, pollution control devices, effluent treatment plant etc. in the said Plot/ Project/ Township then the cost of such additional services, facilities, devices, equipments etc. shall also be borne and paid by the Allottee in proportion to the area of said Plot to the total area of all the Plots in the said Project/ Township, as and when demanded by the Company.
- 10. That the Company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the land, and the proposed Plot in favour of one or more financial institutions and for such an act I/We shall not have any objection thereto. However, the responsibility of the repayment will be exclusively upon the Company and the Company, before execution of sale deed, will get the subject plot free from all encumbrances/charges/lien etc.
- 11. I/We undertake that on execution of sale deed, I/We shall automatically become the member of the Association/Society whenever formed for the residents of Emerald Gulistan and shall abide by the rules/bye-laws/regulations of the Association/Society and also to obey all decisions of the Association/Society which may be made from time to time. I/We agree that the Company or its nominee shall be the permanent chairman of the Association/Society aforesaid.
- 13. The lawns/parks/open space or any other common area shall not be used for conducting personal functions such as marriages, parties, get together etc. However, all common meetings, functions of the Association/Society can be held in the said lawns/parks/open space with prior written permission of the Company/Association/Society on such terms and conditions as may be permitted in accordance with the bye-laws of theCompany/Association/Society.
- 14. I/We shall not make any cuttings and will not dig or damage the road/park or any common area of the project.
- 15. I/We will neither encroach, put anything on road or common areas, nor install generator or park vehicles/cars/motor cycles/ bi-cycles etc. All vehicles/cars/motorcycles/bi-cycles etc., will be parked inside the plotonly.
- 16. I/We understand and agree that the Company/Society may allow transfer/nomination/ assignment of Plot subject to payment of such transfer and other charges as may be decided by the Company/Society at its sole discretion from time to time. However the Company reserves all its right to accept or reject any transfer/ nomination/ assignment of the Plot without assigning any reason therefor.

- 17. For transfer / assignment of the Plot (whether prior to or after execution of the Sale Deed), the administrative charges shall be payable to the Company/Society/Association and prior written NOC/No Dues Certificate from Company/Society/Association shall have to be obtained by the Transferor. The request for Transfer/ Assignment/Nomination shall not be processed and rejected if the Transferee is of unsound mind or is an un-discharged insolvent or anti social/criminal element etc. as per the settled view of the Company. The Company/Society/Association shall be entitled to impose and change such administrative / transfer charges at its sole discretion from time to time and such imposed and/ or changed administrative/ transfer charges shall be paid by me/us or by subsequent Transferor, in usual manner, to the Company/Society/Association, as the case maybe.
- 18. Any transfer of plot without obtaining NOC from the Company/Society/Association and without payment of requisite administrative/ transfer charges shall be illegal and void abinitio and the Company shall have right to re-enter said plot/premises without payment of any compensation.
- 19. I/We agree that all payments shall be made through A/c payee cheque only favouring "J K Cotton Limited Emerald Gulistan (Phase-IV)", payable at Kanpur in terms of the Payment Plan, by depositing the same to the Authorised Person only of the Company at its office. I/We shall not make any payment either by way of deposit of cash or cheque/demand draft/RTGS/NEFT etc. directly to the bank account of the Company and in that case the Company shall not accept / acknowledge any such payment.
- 20. In case the Allottee fails to make payment for 2 (two) consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Company on the unpaid amount at the rate equal to MCLR (marginal cost of lending rate) on the home loan of State Bank of India +1% unless provided otherwise under RERA and Rules made under the Act.
- 21. In case the default by Allottee under the condition listed above continues for a period beyond three (3) consecutive months after notice from the Company in this regard, the Company may cancel the Allotteen of Plot/Unit in favor of the Allottee and refund the money paid by the Allottee by deducting the booking amount and the interest liabilities. Provided that the Company shall intimate the Allottee about such termination at least 30 days prior to such termination.
- 22. The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee, proposes to cancel/ withdraw from the Project without any fault of the Company, the Company shall be entitled to forfeit the booking amount paid for the allotment. The Company shall refund 50% of the balance amount of money paid by the Allottee within 45 days of such cancellation/ withdrawal, without any interest, and remaining 50% on re-allotment of said Plot or at the end of 2 years from the date of cancellation, whichever is earlier. The Company shall inform the previous Allottee, the date of re-allotment of said Plot and display such information on official website of UP RERA on the date of re-allotment.
- 23. I/We understand and agree that the Plot is for residential use only and any non-residential/commercial/professional/ institutional/charitable/religious/ceremonial/public/community or any other use shall not be made or permitted.
- 24. I/We have inspected title papers chain deeds, maps, relevant records, documents and papers of ownership of the Company to transfer said plot and I/we are fully satisfied with the same. I/we confirm and undertake not to raise any objections or claims in respect thereof.
- 25. I/We will raise the constructions of building on the plot only as per the sanctioned plan of the building approved by Kanpur Development Authority.
- 26. No ramp or any construction will be allowed outside the Plot and /or common areas /road etc. Any ramp if required has to be made inside the boundary walls of the Plot and I/We shall not be allowed to use common area/road for this purpose.
- 27. In case of Plot allotted to me/us coming on the periphery having back/side wall touching outer boundary walls of the other Phases of Emerald Gulistan Residential campus/project area, I/We will not in any case break the outer boundary wall of the Campus/Project area and/or create any kind of access or exit through the said outer Boundary Walls of the Campus/Project area. I/We agree that the entry/exit in the entire complex/campus/project area shall be through earmarked and designated gates/places only as decided by the Company/Society.
- 28. I/We understand that the Company shall carryout following internal development in the project to provide for:
  - a. Municipal Water Supply for domestic consumption.

- b. Sewer Lines distribution and connectivity to STP (outside project area).
- c. Street Lights and domestic power distribution.
- d. CC Roads with interlocked tile pavers.
- e. Landscape Park and Play Area.
- f. RWH Structure for rain water harvesting.
- g. Storm Water Drains.
- 29. I/We understand and agree that the Company would be delivering to us possession of the plot in about Twenty One (21) months from the date of start of the Project subject to payment of entire sale consideration and other applicable charges without any default. However, the Company shall be entitled for a grace period as accorded by relevant statutory authorities from time totime.
- 30. Delay due to Force Majeure situations/conditions or the situations beyond the control of the Company shall not be taken into account while calculating the period of delivery of plot. The delivery of possession of the Plot is subject to Force Majeure situations/conditions, which include, war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or delay for any reason beyond the control of the Vendor/Promoter like non availability of materials/ manpower, adverse market conditions, strike, lock out, administrative or court order, by operation of law, internal disturbances, riots, excessive rains, inundation etc. or any other act of GOD or due to any law/restriction imposed by any government/statutory authority /court or due to delay in sanction/re-sanction/revised sanction of the layout plan/ building plan/ occupancy or completion certificate by any Government/ Statutory authority etc. ("Force Majeure").
- 31. That the Company, subject to receipt of entire sale consideration and other applicable charges, as per the payment plan shall be entitled to offer for earlier registry and possession of the Plot to which I/We shall have no objection.
- 32. That in case there are joint Applicant/Allottee(s), all communications shall be sent by the Company to the Applicant/Allottee whose name appears first and at the address given by him which shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the co-allottee(s).
- 33. That the amount deposited or to be deposited by me/us towards sale consideration of plot is not a tainted amount as defined in the Prevention of Money Laundering Act, and there is no violation of any Foreign Exchange Management Act, RBI Guidelines and Rule/ Regulations made thereunder and other applicable allied laws, ifany.
- 34. Payment:
  - a. Upto 8% of Sale Price at the time of submission of EOI/Application Form
  - b. Upto 40% of Sale Price within Three months of Application;
  - c. Upto 50% of Sale Price within Six months of Application
  - d. Upto 70% of Sale Price within Nine months of Application;
  - e. Upto 80% of Sale Price within Twelve months of Application;
  - f. Upto 90% of Sale Price within Fifteen months of Application;
  - g. Upto 95% of Sale Price within Eighteen months of Application;
  - h. Upto 100% of Sale Price alongwith taxes and other applicable charges, if any, within Twenty One months of Application or within 15 days of intimation of execution of sale deed and offer of possession whichever is earlier;

In case of default in payment, I/We shall be liable for interest / penalties as per the RERA and Rules made thereunder.

- 35. I/ We understand and agree that in case of availing of loan facility by me/us from my/our employer or any bank/financial institution/agency to facilitate the purchase the plot, the Company may facilitate to process subject to the following:
  - a. The terms of the financing agency shall be exclusively binding and applicable upon me/us only.
  - b. The responsibility of getting the loan sanctioned and disbursed as per the Company's payment plan will rest exclusively on me/us. In the event loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the timely payment to the Company as per the payment plan shall be ensured by me/us.
  - c. In case of my/our default in repayment of dues of the financing agency, I / We authorize the Company, on its sole discretion, to cancel the allotment of the plot and repay the amount received till date, after deducting therefrom 10% of basics ale price of the plot, directly to the

financing agency on receipt of such request from financing agency without my/our any reference. The balance amount, if any, to the bank will be paid by me/us.

- 36. That I/We agree that in case the Company is of the settled view that I/We am/are found to be indulged in any activities, which are prejudicial to the interest of the project or Company, the Company shall have right to cancel the allotment and forfeit 10% of the basic sale price of the plot and the balance amount, if any, may be sent through RTGS / Cheque in my/our designated bank
- 37. That Company's Sale Brochure and other advertisement/publicity material for the project are purely conceptual and have no legal offering.
- 38. The said Township/Project/complex shall always be known as "Emerald Gulistan" which name shall never be changed by me/us or any person claiming through me/us or anybody else.
- 39. I/We understand and agree that all disputes arising out of and in the course of this acceptance of "Expression of Interest", between the parties, assignees, transferees, arising out of this transaction or otherwise, shall be referred to the sole Arbitrator, who shall be appointed / nominated by Managing Director of J. K. Cotton Limited and whose decision shall be final and binding upon the parties, neither party shall have right to approach to the civil court, the sole arbitrator will give award within 60 days of the receipt of thereference.
- 40. That the authority to conduct the arbitral proceeding by the sole arbitrator is irrevocable and neither party has any right to challenge his authority. If any objection arises, it will not be sustainable and sole arbitrator will have full power to give the award on the basis of the papers available. The Arbitral proceedings shall be held in Kanpur City at the place convenient to the Sole Arbitrator and shall be conducted in accordance with the provisions of Arbitration and conciliation Act, 1996 as amended from time totime.
- 41. That any information about the said project of the Company may be obtained from any one of the following advocates:

Mr. Kailash Nath Pal Chamber No. 20, Motilal Adhivakta Bhavan, Ground Floor, Civil Court Compound, Kanpur-208001 Mob No. +91 94150 51735

Mr. Yatindra Shukla Chamber No. 2, Behind Bar Association Hall, Civil Court Compound, Kanpur - 208001. Ph: Office- +91 9918210777 Mob. No. +91 9918210777

I/We agree to the aforesaid terms and conditions and request to accept my/our "Expression of Interest" for a Plot No. ..... Type ....... admeasuring ....... sq meters (............. Sq yards) in Phase -IV in Emerald Gulistan, Residential Township, Plot No.-2, Scheme No. 39, Jajmau, Kanpur.

Name and Signature of the Applicant	Witness
1.	
	1.
2.	
	2.
3.	_
	(Name & Signature of Broker)
Date:	,
Place:	

## **PAYMENT PLAN**

SL	INSTALLMENTS DUE ON	% AGE PAYABLE
1	ON SUBMISSION OF EOI / APPLICATION FORM	UPTO 8% OF SALE PRICE
2	WITHIN 3 MONTHS OF APPLICATION	UPTO 40% OF SALE PRICE
3	WITHIN 6 MONTHS OF APPLICATION	UPTO 50% OF SALE PRICE
4	WITHIN 9 MONTHS OF APPLICATION	UPTO 70% OF SALE PRICE
5	WITHIN 12 MONTHS OF APPLICATION	UPTO 80% OF SALE PRICE
6	WITHIN 15 MONTHS OF APPLICATION	UPTO 90% OF SALE PRICE
7	WITHIN 18 MONTHS OF APPLICATION	UPTO 95% OF SALE PRICE
8	WITHIN 21 MONTHS OF APPLICATION <b>OR</b> WITHIN 15 DAYS OF INTIMATION (OFFER LETTER) OF EXECUTION OF SALE DEED AND OFFER OF POSSESSION WHICHEVER IS EARLIER	UPTO 100 % OF SALE PRICE INCLUDING TAXES AND OTHER APPLICABLE CHARGES LIKE IFMS, IF ANY.

\*Sale Price includes proportionate charges/ costs paid/ to various departments by the Company for obtaining, electricity connectivity/ water / sewage installations and charges / costs paid for installation of Transformers and Distribution System for electricity supply and connectivity till completion/occupancy certificate against which the Company shall provide maximum Two Kilowatt of demand load of electricity connection to the Allottee. However for any additional load / increase in load of power connection, the Allottee shall be liable to pay such additional costs / charges including security deposit etc. to the KESCO / Authorities and Company, as the case maybe.

## NOTE:

- 1. All payments shall be made through A/c Payee Cheque only favouring "J K COTTON LIMITED EMERALD GULISTAN (PHASE-IV)", payable at Kanpur, by depositing the same to the Authorized Person only of the Vendor/Promoter at itsoffice.
- 2. Vendee/ Allottee shall not make any payment either by way of deposit of cash or cheque/demand draft/RTGS/NEFT etc. directly to the bank account of the Vendor/Promoter and in that case the Vendor/Promoter shall not accept / acknowledge any such payment.
- **4.** All applicable future taxes, imposed by the Government from time to time shall be borne by the Vendee/Allotteeadditionally.