

To,

Date:

**EMERALD GULISTAN - PHASE-V**

Division of J. K. Cotton Ltd.  
(CIN-U7111UP1924PLC000275)  
(UPRERAPRJ\_\_\_\_\_)  
Plot No.2, Scheme No.39, Jajmau,  
Kanpur Nagar.

Through Sales Agent:

Ritu Pentagon Private Limited  
(CIN-U45309UP2021PTC147400)  
(UPRERAAGT15717)  
117/K/13, Gutaiya, Kanpur  
Mobile No. 7704094802  
Email: salesegacw1@gmail.com

**Application for allotment or purchase of a Residential Plot No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. \_\_\_\_\_ Meters (\_\_\_\_\_ Sq. Yards) in "Emerald Gulistan" Phase-V (RERA Registration No. UPRERAPRJ.....), Residential Project situated at Plot No.-2, Scheme No. 39, Jajmau, Kanpur**

Dear Sir,

I/We, do hereby submit with you my/our Application (hereinafter referred as 'Application") for allotment and purchase of a residential Plot in Phase-V in your captioned esteemed residential township project. I am/We are also enclosing herewith a Cheque No/Demand Draft No. ....dated .....for.....Rs.....(Rupees..... Only) drawn on .....Bank, Kanpur, payable at Kanpur as booking amount against my/ our aforesaid Application.

**First Applicant:** Mr./Mrs./Ms. \_\_\_\_\_

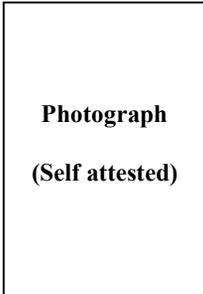
Son/Wife/Daughter of Mr. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_ Designation \_\_\_\_\_

Designated Bank Account No. \_\_\_\_\_ Name of Bank \_\_\_\_\_  
(In which refund or any amount can be transferred)

Company/Firm Name \_\_\_\_\_

Residential Status: Resident  Non-Resident  Foreign National of Indian Origin



Residential Address: \_\_\_\_\_

Office Address: \_\_\_\_\_ Email ID: \_\_\_\_\_

Telephone/Mobile & Residence \_\_\_\_\_ Office \_\_\_\_\_

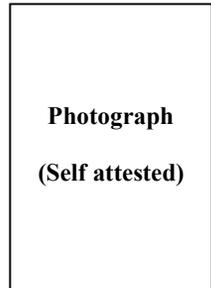
Nationality \_\_\_\_\_ PAN \_\_\_\_\_ Pass Port No. \_\_\_\_\_

**Second Applicant:** Mr./Mrs./Ms. \_\_\_\_\_

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: \_\_\_\_\_ Email ID: \_\_\_\_\_

Designated Bank Account No. \_\_\_\_\_ Name of Bank \_\_\_\_\_  
(In which refund or any amount can be transferred)

Telephone/Mobile & Residence \_\_\_\_\_ Office \_\_\_\_\_

Nationality \_\_\_\_\_ PAN \_\_\_\_\_ Passport No. \_\_\_\_\_

**Third Applicant:** Mr./Mrs./Ms. \_\_\_\_\_

Son/Wife/Daughter of Mr. \_\_\_\_\_

Date of Birth \_\_\_\_\_ Profession \_\_\_\_\_ Designation \_\_\_\_\_

Company/Firm Name \_\_\_\_\_

Residential Status: Resident  Non-Resident  Foreign National of Indian Origin

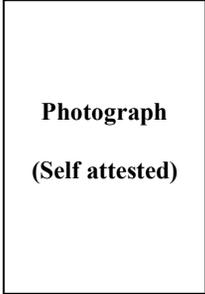
Residential Address: \_\_\_\_\_

Office Address: \_\_\_\_\_ Email ID: \_\_\_\_\_

Telephone/Mobile & Residence \_\_\_\_\_ Office \_\_\_\_\_

Designated Bank Account No. \_\_\_\_\_ Name of Bank \_\_\_\_\_  
(In which refund or any amount can be transferred)

Nationality \_\_\_\_\_ PAN \_\_\_\_\_ Pass Port No. \_\_\_\_\_



**DECLARATION**

1. I/ We will be bound by all terms and conditions of Application Form for purchase of a plot in the Project enclosed herewith and I/we am/are willing to purchase the plot on "as is where is basis" with all risk and responsibilities in present or future as applicable to the proposed transaction.
2. I/ We will be liable and responsible to pay all taxes/duties including GST, stamp duty and any other duty leviable, if any, in respect of Application and all other applicable present & future taxes that may be imposed by the Government from time to time.
3. I/We agree that all payments shall be made through all permissible banking channels including e-payments/electronic modes or A/c Payee Cheque/DD favoring "**J K Cotton limited -Collection Account for Emerald Gulistan Phase-V**", payable at Kanpur in terms of the Payment Plan, by depositing the same only to the authorized person of the Company. Any payment made directly to the bank account of the Company may be allowed only with prior consent of the Company to ensure proper receipt of the same.
4. One Time Interest Free Maintenance Security Deposit @ Rs. . . . . . /-(Rupees ..... Only)per square meter of the Plot agreed to be allotted/ sold shall be payable through A/c Payee Cheque/DD favoring "**J.K.COTTON LIMITED - EG IFMS**". Applicable CAM/CAE charges as may be decided by the Company/RWA, shall be payable by me/us.
5. I/We have submitted a complete set of KYC documents duly self-attested as required by the Company along with the copy of PAN Card, and two additional color passport size photographs with the Application Form.
6. I/We understand and agree that to deposit this Application Form along with Booking Amount with the Company does not guarantee for the acceptance of Application Form and /or booking/allotment /sale of the plot and does not create any contractual obligations or liability whatsoever, including civil or criminal on the Company. Acceptance/rejection of this Application for allotment or purchase of a plot in the Project is absolutely at the sole discretion of the Company and the Company shall always be entitled to reject the same without assigning any reason. In case of rejection of Application by the Company, the Booking Amount deposited by way of cheque/demand draft along with the Application, would be refunded without any interest, through a post to me/us by the Company, which will be final and binding on me/us and I/We hereby agree and undertake that I/we shall not make any kind of objection or claim against the Company on account of the same in any manner. This cancellation/refund shall not be subject to any kind of litigation.
7. I /We hereby expressly acknowledge that the Company has not made any representation and warranties to me/us to induce me /us to make this Application for allotment or purchase of the plot and I/we have decided to make this Application out of my/our own free will and volition.
8. I/We do hereby declare that above particulars given by me / us are true and correct and nothing has been concealed therefrom. Any false information may render this Application cancelled automatically. Any allotment or sale of the plot against this Application Form is subject to the terms and conditions attached to this Application Form, the terms and conditions whereof shall fully be applicable to my/our legal heir(s), successor (s) and nominee (s). I /We undertake to inform the company about any change in my/our address or change in any other partiers or information, given above, failing which the particulars 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.

1. \_\_\_\_\_  
(Name & Signature of First Applicant) Witnesses:  
1.

2. \_\_\_\_\_  
(Name & Signature of Second Applicant) 2.

3. \_\_\_\_\_  
(Name & Signature of Third Applicant) (Name and Signature of the Broker)

.....

**FOR OFFICE USE ONLY**

The Application for purchase of a Plot No\_\_\_\_\_, Type\_\_\_\_\_admeasuring sq. meters(\_\_\_\_\_sq. yards) in Phase-\_\_ in Emerald d Gulistan, Residential Township, Plot No.-2, Scheme No. 39, Jajmau, Kanpur.

Accepted  Rejected

**Date:.....**

**For J K Cotton Limited**

**Authorized Signatory**

**TERMS AND CONDITIONS FOR ALLOTMENT OR SALE OF RESIDENTIAL PLOT IN THE EMERALD GULISTAN-PHASE-V, RESIDENTIAL TOWNSHIP PROJECT SITUATED AT PLOT NO. 2, SCHEME NO.39, JAJMAU, KANPUR**

1. The Applicant(s) understands 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.
  - i. 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.
  - ii. Phase II of the Project developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ17995 and completed and Completion Certificate had also been obtained vide Letter No. D/30/NaNi(BHAWAN)KaVi Pra/2019-20 dated 28.02.2020 issued by Kanpur Development Authority.
  - iii. Phase III of the Project developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ542474 and completed and Completion Certificate had also been obtained vide Letter No. Layout/0004/1055\_bhawan\_online\_18\_19/26-11-2021 dated 22.02.2022 issued by Kanpur Development Authority.
  - iv. Phase IV of the project also developed by the Company as a separate and standalone project which has been duly registered under RERA bearing registration No.: UPRERAPRJ103991 and completed and Completion Certificate had also been obtained vide Letter No. D/38/1055/NaNi(BHAWAN)KaVi Pra/2021-22 dated 20.04.2021 issued by Kanpur Development Authority.
  - v. Other phases/development, which may come in future in the said township project, which will be duly registered under RERA.
2. The Applicant(s) understands that this Phase-V, Plotted Development Project, consisting of total **91** Plots on a total land area admeasuring 47515.59 sq meters for which the layout plan has been sanctioned by Kanpur Development Authority vide Sanction / Permit No. Plotted Residential Development/Plotted Housing/02071/KDA/LDPL/20-21/0419/21122021 dated 29.09.2022, 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.
3. The Applicant (s) clearly understand, unconditionally agree that the Company reserves the right to effect and/or carry out such variations, additions, alterations, deletions and maintenance modifications in the lay out/ map/building plan/floor plan/ structural design/ specifications etc. of other phases of the Project and/or its remaining area of Project 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 not be limited to the change in layout/map/building plan/floor plan/structural design/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. in the Project. 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 in the Project. The Applicant (s) shall have no right, claim, interest or concern with regard to 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 Conveyance Deed/Sale Deed and without further information / intimation to him/them and the Applicant (s) hereby expressly give all his/their consent/permission/NOC by way of signing and submitting this Application. However, the subject Plot shall not be altered.

4. The Applicant (s) clearly understand and agree that his/their right, title, interest, claim or concern etc. shall be strictly limited to the plot which may be allotted to him/them by the Company in its Phase V of Emerald Gulistan Township and to the amenities/facilities provided by the Company to the owners/residents of Phase -V of Emerald Gulistan township and the Applicant(s) 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 "**Application**", does not guarantee the allotment of the Plot. The allotment of the plot shall be done at the sole discretion of the Company. The Company reserves all its rights to accept/reject the "**Application**" without giving any notice or assigning any reason thereof.
6. That there may be variations in the dimension, size and area of the allotted Plot. However, the dimensions, size and area of the allotted plot will be measured at the time of execution of Conveyance Deed/Sale Deed and to be mentioned in the Conveyance Deed/Sale Deed will be treated as 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/Water/Sewage supply connectivity till completion/occupancy certificate of the Project have been included in the Price/Sale Consideration of the allotted Plot.
8. That the Allottee shall take electricity/water/sewage connection for his / her respective allotted plot/building from the appropriate authority and shall deposit connection/other charges including security deposit as applicable from time to time. The Allottee(s) shall be liable to pay such costs/charges including security deposit etc. to the KESCO/Authorities and Company as the case may be for obtaining Individual Electricity Connection charges including deposit and Meter charges. The connection to his/her allotted plot/building shall be given from the common supply line of Emerald Gulistan Township at his/her/their own costs and expenses. Individual Water connection charges from the Main supply line, individual Sewerage Connection charges from the said Plot to the Main line of the Project/Township and Malba charges etc. shall be borne by the Allottee(s) and be paid to the applicable authorities/company as the case may be.
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 allotted Plot/ Project/ Township requiring the Company to provide any improvement in the existing Infrastructure, services, pollution control devices, effluent treatment plant etc. in the allotted Plot/ Project/ Township then the cost of such additional services, facilities, devices, equipment etc. shall also be borne and paid by the Allottee in proportion to the area of allotted Plot to the total area of all the Plots in the 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 to create equitable mortgage against the Project land, and the proposed Plot in favor of one or more financial institutions for which, the Applicant (s) will not have any objection thereto. However, the responsibility of the repayment will be exclusively upon the Company and the Company, before execution of the Conveyance Deed/Sale Deed of allotted plot with the Allottee, will get the allotted plot cleared free from all encumbrances/charges/lien etc.
11. The Applicant(s) undertake that upon execution of Conveyance Deed/Sale Deed of the

allotted plot, he/they will automatically become the member of the Association/Society whenever formed/to be formed for this phase (PHASE-V) and will abide by the rules/bye-laws/regulations of such Association/Society in the Project and also be bound by all decisions of the Association/Society as may be applicable from time to time. The Applicant(s) agree that the Company or its nominee shall be the permanent chairman as per formation of such Association/Society.

12. The Applicant(s) undertakes to deposit such amount of One Time Interest Free Maintenance Security Deposit which the Company/Society may determine & fix from time to time, presently being @ Rs..... /- (Rupees ..... only) per sq. meter of allotted plot. The maintenance of the "Emerald Gulistan" township will be done by a professional maintenance company to be decided and appointed by the Company/Society at its sole discretion. The Applicant(s) will pay proportionate cost and expenses on pro-rata basis as may be decided by the Company/Society in respect of the same. The Applicant(s) will also be liable to pay maintenance charges (CAM & CAE) from the date of expiry of one year from the date of possession of the allotted plot by the Promoter or from the date of expiry of one year from the date of written intimation from the Promoter for taking possession of the allotted plot within the time stipulated therein.
13. Upon receiving a written intimation from the Promoter for taking possession of the allotted plot within the time stipulated therein, the Allottee shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case, the Allottee(s) fails to take possession within the stipulated time therein, such Allottee(s) shall be liable to pay the Promoter holding charges at the rate of Rs. 1/- per square feet per month of the plot area for the period beyond 3 months from the date of occupation/completion certificate till actual date of taking over of possession by Allottee(s) in addition to maintenance charges as specified in this Agreement.
14. The lawns/parks/open space or any other common areas 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 spaces 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 the Company/Association/Society.
15. I/We shall not make any cuttings and will not dig or damage the road/park or any common area of the project.
16. The Applicant(s) 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 allotted plot only.
17. The Applicant(s) understand and agree that the Company/Society may allow transfer/nomination/ assignment of allotted Plot subject to payment of such administrative 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 allotted Plot without assigning any reason therefor.
18. For transfer / assignment of the Plot (whether prior to or after execution of the Conveyance Deed/Sale Deed), the administrative charges shall be payable to the Company/Society/Association prior to obtaining written NOC/No Dues Certificate from the Company/Society/Association by the allottee/ transferor. The request for transfer/ assignment/nomination for allotted plot shall not be processed and will get rejected if the transferee is of unsound mind or un-discharged insolvent or anti-social/criminal element etc. at the sole discretion of the Company. The Company/Society/Association shall be entitled to impose and charge such administrative /transfer charges at its sole discretion from time to time and such imposed and/ or charged administrative/ transfer charges shall be paid by him/ them or by subsequent transferee, in usual manner, to the Company/Society/Association, as the case may be.
19. Any transfer of allotted plot without obtaining NOC from the Company/Society/Association and without payment of requisite administrative/ transfer charges shall be treated as illegal and void ab initio and the Company shall have right to retain the original allotment of the plots on record without having any liability.
20. The Applicant(s) agree that all the payments shall be made through all permissible banking channels including e-payments/electronic modes or A/c Payee cheque/DD favoring "**J.K.**

- Cotton Limited -Collection Account for Emerald Gulistan Phase-V**, payable at Kanpur in terms of the Payment Plan, by depositing the same only to the authorized person of the Company. The payment made directly to the bank account of the Company may be allowed only with prior consent of the Company to ensure proper receipt of such payment.
21. In case, the Allottee fails to make the 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.
  22. In case such default of payment by Allottee under the condition listed above continues for a period beyond three (3) consecutive months after receipt of notice from the Company in this regard, the Company may cancel the allotment of the Plot in favor of the Allottee and will refund the money without interest already paid to the Company by the Allottee after deducting the booking amount and the interest on delayed payment as applicable.
  23. The Allottee may have the right to cancel/withdraw his/their 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 such allotted Plot to a third party or at the end of expiry of 1 year from the date of such cancellation, whichever is earlier. The Company shall inform the original Allottee, the date of re-allotment of said Plot and display such information on re-allotment of the plot in the official website of UPRERA on the effective date of re-allotment.
  24. The Applicant(s) hereby understand and agree that the allotted 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 in any other manner.
  25. The Applicant(s) has/ have inspected title related documents including prior chain deeds, maps, relevant records, documents and papers of ownership of the Company to transfer the allotted plot and he/they are fully satisfied with the same including the legal status of project and the company. He/they hereby agree, confirm and undertake not to raise any objections or claims in respect thereof in any manner.
  26. The Applicant(s) will raise the construction of building on the allotted plot in terms of the duly sanctioned plan of the building for residential purpose and uses obtained from Kanpur Development Authority in advance.
  27. No ramp or any construction will be allowed outside the allotted Plot and /or common areas /road etc. In case, any ramp is required to be made inside the boundary walls of the allotted Plot, he/they will not be allowed to use common area/road for the same.
  28. In case of a Plot allotted to me/us is coming on the periphery having back/side wall touching outer boundary walls of the other Phases of Emerald Gulistan Residential /project area, he/they will not in any case break the outer boundary wall of the Project area and/or create any kind of access or exit through such outer boundary walls of the Project area. He/they further agree that the entry/exit in the entire complex/project area shall be through earmarked and designated gates/places as may be decided by the Company/Society only.
  29. The Applicant(s) understand and agree that the Company shall carryout following internal development works in the Project for providing:
    - 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.
    - h. Any other such kind of work which may be required for internal development and

for providing services/amenities to the residents of township.

30. The Applicant(s) understand and agree that the Company would be delivering to him/them the possession of the allotted plot within \_\_\_\_\_ months from the date of obtaining completion certificate/occupancy certificate subject to the payment of entire sale consideration and other applicable charges in terms of the Payment Plan without any default. However, the Company shall be entitled for a grace period as accorded by relevant statutory authorities from time to time.
31. Delay caused 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 possession of the allotted plot. The delivery of possession of the allotted Plot is subject to Force Majeure situations/conditions, which include, war, flood, drought, fire, pandemic, 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 Vendors/suppliers/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").
32. That the Company, subject to receipt of entire sale consideration and other applicable charges, as per the terms of the Payment Plan from the allottee shall be entitled to offer for possession of allotted plot and execution of Conveyance Deed/Sale Deed simultaneously for which the Applicant(s) will have no objection.
33. That in case there are joint Applicant(s)/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).
34. That the amount deposited or to be deposited by the Applicant (s) towards sale consideration of allotted plot is not a tainted amount as defined in the Prevention of Money Laundering Act, and there is no violation of provisions of Foreign Exchange Management Act, RBI Guidelines and Rules/ Regulations made thereunder and other applicable allied laws, if any as applicable from time to time.
35. Payment Plan:
  - i. 05% of Sale Price at the time of submission of Application
  - ii. 20% of Sale Price by 31<sup>st</sup> October, 2023;
  - iii. 20% of Sale Price by 31<sup>st</sup> December, 2023.
  - iv. 30% of Sale Price by 31<sup>st</sup> March, 2023;
  - v. 25% of Sale Price within 30 days of completion, along with taxes and other applicable charges, if any,

In case of default in payment, the Applicant(s) will be liable for interest / penalties as per the provisions of RERA and Rules made thereunder.

36. The Applicant(s) understand and agree that the Company shall not be responsible towards any third-party payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the Expression of Interest/ Allotment of the Plot for residential usage applied for herein in any way and the Company shall be issuing the payment receipts in favor of the Allottee(s) only. The Allottee(s) hereby understands and agrees that in the event of any failure on his part to comply with the same, the Company shall be entitled to cancel the allotment immediately therewith and to refund the money paid towards the sale price of the allotted unit subject to the deduction as applicable under the terms and conditions of the allotment/ Agreement for sale and to take suitable legal action against the Allottee at his own cost and risk under applicable laws as well.
37. The Applicant(s) understand and agree that in case of availing of any loan facility by his/their employer or any bank/financial institution/agency to facilitate the purchase the plot, the Company may facilitate to process for the same subject to the following:
  - (i) The terms and conditions of the financing agency shall be exclusively binding and applicable upon him them only.

- (ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's Payment Plan will rest exclusively on the Applicant(s). In the event, such loan is not being sanctioned or the disbursement of it gets delayed, due to any reason whatsoever, the timely payment to the Company as per the Payment Plan will be ensured by him/they. The Applicant(s) will solely be liable and responsible for the same.
  - (iii) In case of default in repayment of dues of loan of the financing agency, the Applicant(s) hereby authorize the Company, on its sole discretion, to cancel the allotment of the plot and to refund the amount paid to the Company till such date, after deducting booking amount or 10% of the sale price of the plot, directly to the financing agency upon receipt of such request from financing agency without seeking his or their consent. The balance amount, if any, will be paid to the bank directly by the Applicant(s).
38. That the Applicant(s) hereby agree that in case, the Company is satisfied that he /they are found to be indulged in any illegal activities which are prejudicial to the interest of the Project or Company, the Company shall have the right to cancel the allotment of the plot and forfeit the booking amount or 10% of the Sale Price of the allotted plot and the balance amount, if any, may be refunded without any interest through RTGS /Cheque in his/their designated bank account.
  39. That the Applicant(s) understand and agree that the Company's Sale Brochure and other advertisement/publicity materials for the Project are purely conceptual and have no legal offering.
  40. The aforesaid Township/Project/complex shall always be known as "Emerald Gulistan" which name shall never be changed by the Applicant(s) or any person claiming through him/they or anybody else or by any Association/RWA etc.
  41. The Applicant(s) hereby understand and agree that all disputes arising out of and in relation to the course of the acceptance of "Application", 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 the Company and whose decision shall be final and binding upon the parties and the award shall be passed, within 60 days of the date of receipt of the reference of arbitration. The Applicant shall be required to cooperate in getting arbitral proceedings completed within the stipulated time.
  42. The Arbitral proceedings shall only be held in Kanpur City at the place convenient to the Sole Arbitrator and shall be conducted in English in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time.
  43. That any further information about the Project of the Company may be gathered 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

44. The terms and conditions mentioned herein and/or in EOI shall be supplemental and in consonance with the terms of the Agreement for Sale. The general terms and conditions as mentioned above are not exhaustive for the purpose of allotment and sale of the plot and may further be supplemented and/or amended by the terms and conditions of allotment as mentioned in the Agreement for Sale and thereafter, in the conveyance deed/sale deed.
45. The invalidity of any of the terms, conditions or stipulations of this Application shall not affect the validity of the remaining terms, conditions or stipulations of this Application or the validity of the Application itself.
46. No failure to exercise or delay in exercising or enforcing any rights or remedies under this Application shall constitute a waiver thereof and no single or partial exercise or enforcement of any rights or remedies under this Application shall preclude or restrict the further exercise or enforcement of any such rights or remedies.
47. The Applicant(s) shall treat all information pertaining to the Project, including without limitation, the terms of this Application and all writings and communications, plans, drawings, approvals relating to the Project as confidential and shall not disclose the same to any third party(ies) and shall neither use, nor reproduce for use in any manner whatsoever

the same, save and except to any family member and/or lender for the plot. This clause shall survive the cancellation/ termination of this Application /confirmation of Allotment.

- 48. The singular includes the plural and vice versa and any work or expression defined in the singular shall have a corresponding meaning if used in the plural or vice versa. A reference to any gender includes a reference to all other genders.
- 49. The Applicant(s) has fully read and understood the above-mentioned terms and conditions and agrees to abide by the same.

**Name and Signature of the Applicant (s)**

**Witnesses:**

1.

1.

2.

2.

3.

Date:  
Place:

.....  
(Name & Signature of Registered Agent)

**PAYMENT TERMS FOR APPLICATION FOR ALLOTMENT OF A PLOT IN PHASE-V IN "EMERALD GULISTAN", RESIDENTIAL TOWNSHIP, PLOT NO. 2, SCHEME NO. 39, JAJMAU, KANPUR**

**PAYMENT PLAN**

SL	INSTALLMENTS	% AGE PAYABLE
1	UPON SUBMISSION OF APPLICATION	05% OF SALE PRICE
2	BY 31 <sup>st</sup> OCTOBER, 2023	20% OF SALE PRICE
3	BY 31 <sup>st</sup> DECEMBER, 2023	20% OF SALE PRICE
4	BY 31 <sup>st</sup> MARCH, 2024	30% OF SALE PRICE
5	WITHIN 30 DAYS OF COMPLETION	25% OF SALE PRICE INCLUDING TAXES AND OTHER APPLICABLE CHARGES LIKE IFMS, IF ANY
<p>*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 the date of obtaining completion/occupancy certificate.</p>		

**NOTE:**

1. The Applicant(s) hereby agree that the payments shall be made through approved banking channels including e-payments/electronic modes or A/c payee cheque/DD favoring "**J. K. Cotton Limited - Collection Account for Phase-V**", payable at Kanpur in terms of the Payment Plan, by depositing the same only to the authorized person of the Company.
2. The payment made directly to the bank account of the Company may be allowed only with prior consent of the Company to ensure proper receipt of such payment.
3. One Time Interest Free Maintenance Security Deposit @ Rs ..... /-(Rs. .... Only) per square meter of the Plot agreed to be allotted/ sold shall be payable through A/c Payee Cheque/DD favoring "**J.K. COTTON LIMITED - EG IFMS**". **Applicable CAM and CAE**
4. All applicable future taxes, imposed by the Government from time to time shall be borne by the Allottee additionally.