

# Cloud 9 Hill town

(Scheme code CN/05/10)

at Khabrar, Tehsil and Distt. Nainital (Uttarakhand)

Applications are invited from the general public for allotment of fully developed/under development free hold Residential plots and Independent Floors as per details given in this document, in Cloud 9 Hill Town at Khabrar, Tehsil and District Nainital, Uttarakhand.

## 1. Definitions:

- 1.1 **Applicant**- shall mean any person, company or association or body of persons, whether incorporated or not, applying for allotment of residential plot or Independent Floor under the scheme.
- 1.2 **Allotment**- shall mean allocation of a residential plot or Independent Floor in favour of the applicant after he meets with the necessary conditions of allotment and is found successful in draw of lots of the scheme.
- 1.3 **CEO**- Chief Executive Officer/Head of the company or any designated officer of the company acting under his directions.
- 1.4 **Company**- shall mean unless repugnant to the context, Central Himalayan Land Development Company Ltd., its associates, successors and/or assignees.
- 1.5 **Default**- shall mean failure by the allottee to comply with any provision of the terms and conditions as contained in this brochure.
- 1.6 **Document**- shall mean any official paper which gives the desired information and which can be passed on and accepted as evidence of the said information valid in law.
- 1.7 **Gender**- The pronoun "he" and its derivatives are used for any person whether male, female, company or associates.
- 1.8 **Government**- shall mean Government of Uttarakhand or its departments, boards, undertakings and agencies.
- 1.9 **Maintenance**- After possession, charges on shared/individual basis for allottees/owners of plots or Independent Floors for maintaining common facilities eg. security, street lights, roads clearing, park, water distribution, garbage/refuse disposal, electricity distribution, rainwater drains, boundary walls/fencing, gardening, intercom services, internet, cable network, common buildings, etc.
- 1.10 **Number**- unless the contrary appears from the context, words importing the singular number include the plural number and words importing the plural number include the singular number.
- 1.11 **Registration amount**- shall mean 15% of the total cost of the plot (average size)/Independent Floor or the prescribed amount which requires to be deposited alongwith the application form to make the applicant eligible for allotment.
- 1.12 **Sale Deed**- shall mean a transfer instrument in writing duly executed and registered at the office of Sub Registrar for transfer of property.
- 1.13 **Scheme**- shall mean integrated development of Cloud 9 Hill Town, Khabrar, Tehsil and District Nainital, Uttarakhand.
- 1.14 **Sense of Expression once explained**- every expression which is explained in any part of this document carries the same meaning and connotation, if used in any other document.
- 1.15 **PIO**-Persons of Indian origin
- 1.16 **Head Office of the Company** shall mean 3rd Floor, 2, Community Centre, East of Kailash, New Delhi-110 065.
- 1.17 **Yd,yrd and sq yrds** where ever appears shall mean yard, and square yard. One yd=0.9144 metre

## 2. Scheme

- 2.1 The scheme is called "Cloud 9 Hill Town."
- 2.2 Scheme code shall be known as CN / 05 / 10.
- 2.3 The scheme shall remain open from 19th July 2010 to 7th August, 2010.
- 2.4 The details of residential plots and Independent Floors under this scheme are given in clause 9 of this brochure.

## 3. Eligibility

- 3.1 Any individual/person including HUF/NRI/Company/Firm/association of persons can apply.
- 3.2 The applicant(s) should be competent to enter into contract legally.

3.3 In case of an applicant, non-tenure holder of land in Uttarakhand, only one plot/Independent Floor will be allotted as per Uttarakhand Government notification no. 175/18(1)/2007 dated 15th May 2007.

#### 4. Categorywise Reservation of residential plots and Independent Floors

The details of reservation under this scheme are as below:-

- 4.1 5% for serving/retired, Central/Uttarakhand Government servants
- 4.2 1% for war widows
- 4.3 10% for Defence personnel/Ex-servicemen
- 4.4 3% for employees and associates.
- 4.5 If the requisite number of applications are not received from any of the above mentioned categories, all the remaining plots/Independent Floors shall be offered to the persons of general category.

#### 5. How to apply

- 5.1 The brochure containing the details, terms and conditions of the scheme along with an Application form is available with selected bank branches as notified in the News papers (details of bank branches also listed herein). The application form can also be downloaded from the website [www.centralhimalayan.in](http://www.centralhimalayan.in) and can be deposited with the cost of the application form @ Rs. 200/- along with the registration amount as specified hereunder.
- 5.2 The individuals/firm/company/association/bodies desirous of applying for allotment of residential plots/Independent Floors offered under the scheme, shall deposit registration money by means of demand draft favouring Central Himalayan Land Dev. Co. Ltd., payable at New Delhi. **The pay order/ demand draft must accompany with the application form duly completed in all respects and the same be submitted to any branch of the bank,** which have been enlisted in the brochure, against a proper acknowledgment from the bank on any working day within the specified period.
- 5.3 Duly completed forms can also be sent by registered post / speed post only, addressed to Central Himalayan Land Dev. Co. Ltd. 3rd Floor, 2, Community Centre, East of Kailash, New Delhi- 110065.
- 5.4 Payment of application money through cheque shall not be accepted.
- 5.5 The application form should be signed by the person (s) who want(s) to get the plot or Independent Floor under the scheme himself or by his/her registered power of attorney holder. Similarly in the case of a company applying for the plot or Independent Floor, the application should be signed by an authorized person, enclosing an authority letter/board resolution. Passport size photograph shall be pasted at the given space by the applicant.
- 5.6 Joint applicants should invariably sign and submit the application form along with the passport size photographs, writing their parentage.
- 5.7 Incomplete applications or those with any alterations, erasing or over writing without bearing the counter signatures of the applicant(s) may not be accepted.

#### 6. Communication from the Applicant/Allottee

- 6.1 All the correspondence shall be done by the applicant / allottee only by way of registered post/speed post to the head office of the company.
- 6.2 The communication of such correspondence shall only be treated to be complete qua the company when such correspondence actually reaches to the head office of the company.
- 6.3 Other means of communication, such as courier, hand delivery, e-mail, fax, telephone etc. shall not be treated as valid communication.
- 6.4 In all correspondence the applicant/allottee must mention application number/allotment number, as the case may be.

#### 7. Communication from the company

- 7.1 Communication from the company to the applicant(s)/allottee(s) shall be treated to be complete from the date of posting of such letters.



## 8. Documents to be submitted

- 8.1 Copy of the PAN card.
- 8.2 In case of War Widows/Ex-Servicemen/Defence Personnel, a copy of Discharge Certificate from the competent authority of Ministry of Defence should be submitted with the application.
- 8.3 In case of serving/retired Govt. servants, attested copy of the photo identity card/pension order.
- 8.4 An applicant not submitting the requisite documents may not be considered for allotment under the reserved category and will be treated under the General Category.

## 9. Details of Categories of residential plots and Independent Floors

### 9A. Residential Plots:

1. The plots shall be made available as "Ready Possession" and as "Deferred Possession".
2. In case of "ready possession" plots, construction of villas/bungaloes can be started immediately after clearing all payments to the company, execution of sale deed and possession agreement after getting the building plans approved from Lake Development Authority, Nainital and the Company.
3. Plots under deferred possession shall be ready for possession within 18 months from the date of allotment.

Plot Code	Category	Area in sq yds	General	Reserved	Total	Cost in Rs per Sq yrd	Registration amount in Rs.
501	Ready Possession	179-240	28	7	35	6250	1,97,875
502	Ready Possession	241-299	17	4	21	6250	2,53,125
503	Deferred Possession	179-240	42	10	52.	6350	2,00,025
504	Deferred Possession	241-299	26	6	32	6350	2,57,175

Number of plots are subject to change

### 9B. The Independent Floors:

1. The Independent Floors, the details of which are stated below, shall be built as three storey complex of two Independent Floors on each level.
2. The floor plan shall be as per Annexure IIA & IIB
3. The Independent Floors shall be unfurnished units. The details of specifications for construction appear as Annexure I.

Independent Floor code	Category	Super Area in sq. ft.	General	Reserved	Total	Cost per Independent Floor in Rs.	Registration amount in Rs.
505	Deluxe	629.24	40	8	48	17,90,000/-	268,500/-
506	Premium	1003.90	20	4	24	26,80,000/-	4,02,000/-

Number of Independent Floors are subject to change

Deluxe:- One bed room, drawing dining room, kitchen, one bathroom, one balcony (I&II floor)  
 Premium:- Two bed room, drawing dining room, kitchen, two bathroom, two balcony (I&II floor)



## 10A. Payment Schedule

Table 1

Plots-Ready possession

Plot code	Area in sq.yrds	Registration amount in % of Avg. Size cost	Allotment amount % of Total Cost including registration amount	Balance Payable within 90 calender days of allotment in % of Total Cost
501	179-240	15	30	70
502	241-299	15	30	70

Table 2

Plots-Deferred possession

Plot code	Area in sq.yrds	Registration amount in % of Avg. Size cost	Allotment amount % of Total Cost including registration amount	One year payment plan in 4 interest free quarterly instalments in % of Total Cost
503	179-240	15	30	70
504	241-299	15	30	70

Table 3

Independent Floors-Cash Down

Independent Floor code	Super area in sq. ft.	Registration amount 15% of Total Cost in Rs.	Allotment amount 15% of Total Cost in Rs.	Balance 62% of Total Cost payable within 90 calender days of allotment in Rs.
505	629.24	2,68,500/-	2,68,500/-	11,52,760/-
506	1003.90	4,02,000/-	4,02,000/-	17,25,920/-

8% Discount is available to cash down applicants

Table 4

Independent Floors Deferred Payment

Independent Floor code	Superarea in sq. ft.	Registration amount 15% of Cost (Rs.)	Allotment amount 15% of Cost (Rs.)	Balance 70% of Total cost payable within one year of allotment in 4 quarterly instalments commencing from 30 days of the allotment. Each instalment shall be of amount shown against the specified category in Rs
505	629.24	2,68,500/-	2,68,500/-	3,13,250/-
506	1003.90	4,02,000/-	4,02,000/-	4,69,000/-



#### 10B. Mode of payment

- 10.1 The allotment money will be required to be deposited within 30 calendar days of the allotment date by the successful applicant @ 30% (including registration money already paid) of the total cost of the plots and Independent Floors by means of demand draft in favour of Central Himalayan Land Dev. Co. Ltd. payable at New Delhi.
- 10.2 If payment of allotment/instalment amount as per payment schedule (10A) is not paid on or before due dates, the allotment shall be governed by clause 15.3, 15.5 & 15.6
- 10.3 The allottee shall make all payments through DD/Pay Order drawn in favour of "Central Himalayan Land Development Co. Ltd." The allottee's ID should be written on the back side of every Demand Draft/Pay Order.
- 10.4 The allottee and joint allottee should note that, in case of joint allotment, failure to pay by any one shall be deemed as failure to pay by both/all and the joint allottees shall be treated as one single person for the purpose of allotment & both (all) shall be liable for the consequences jointly as well as severally.
- 10.5 The land will continue to belong to the company until the entire consideration amount together with interest and other amount if any due to the company on account of sale of plot/Independent Floor is paid. The allottee shall have no right to transfer by way of sale, gift or mortgage without the written permission of the company.
- 10.6 No separate notice will be sent for the payment of instalments. However, the information regarding the instalments, the amount, the due date etc. may be sent as a matter of courtesy.

#### 10C Delayed payments

**In case of delay in the payment of the instalments penal interest @ 12% p.a. shall be levied on the defaulted amount for the number of days of default.**

#### 11. Preferential Location charges (PLC)

##### 11.1 For Plots

- |   |                               |
|---|-------------------------------|
| a) Corner plots                         | 5% of the total cost of plot  |
| b) Facing/Adjoining green belt/park     | 5% of the total cost of plot  |
| c) Having motorable roads on both sides | 10% of the total cost of plot |
| d) Touching highway                     | 15% of the total cost of plot |

##### 11.2 For Independent Floors

- |                         |   |
|-------------------------|---|
| Entry from ground level | 5% of the total cost of Independent Floor |
|-------------------------|---|

- 11.3 Plots having more than one preferential location benefits, all the preferential location charges (PLC) will be payable but in no case will exceed 20% of the total cost of the plot.
- 11.4 The allottee shall be bound to pay PLC charges in case the allotted plot/Independent Floor have preferential location, even if he has not opted for it.

#### 12. Status of ownership

- 12.1 The allotment of the residential plots/Independent Floors is on free hold basis.
- 12.2 The company is sufficiently entitled, in ownership and possession of the land being offered to public and developed at Khairpur, Tehsil & Distt. Nainital, Uttarakhand.
- 12.3 The allotment of residential plot is on "as is where is basis" and company will not be responsible for levelling the uneven sites/land.
- 12.4 The allottee agrees that the company may effect such variations, additions, alterations, deletions and modifications in individual plot/Independent Floor and Master Plan therein as deemed appropriate on its own or on instructions of any Regulatory Authority. The allottee accepts that the alteration may involve change in the position, number, block, dimension or area of the said plot/Independent Floors. If there is any increase/decrease in the area, the proportionate price will be adjustable.
- 12.5 At present there are no pending dues of any kind, leviable by any state or local authorities in regard to EDC (Extra Development Charges) or for any other liability of land in which the plots and Independent Floors are proposed to be developed. In case any such charges are levied by any state or local authorities in the future, the same shall be solely at the cost of the allottee.

#### 13. Refund

- 13.1 The unsuccessful applicants shall be refunded the full registration amount, without interest, within 30 days from the date of draw/allotment.
- 13.2 The refund shall be made in the name and SB/CA a/c as appearing in the application form.

#### 14. Surrender

In case the allottee wishes to withdraw from the scheme after allotment, he should send a registered post/speed post communication as per clause 6 and the following shall apply:



- 14.1 Upto 30 calendar days from the date of allotment, 25% of registration amount shall be forfeited.
- 14.2 After 30 calendar days but before 60 calendar days from the date of allotment, 50% of registration amount shall be forfeited.
- 14.3 After 60 calendar days but before 90 calendar days from the date of allotment letter, full registration amount shall be forfeited.
- 14.4 No refund shall be paid for the amount received, including allotment money, in case the surrender is applied after 90 calendar days from the date of allotment.
- 14.5 Allottee wishing to surrender, has to make a written request and will be required to submit the original bank receipt of payments made and receipts/challans issued by the company.
- 14.6 He will also be required to submit the allotment papers and an Indemnity Bond as per the Company's rules.

#### 15. Cancellation

The company reserves the right to cancel the allotment of plot/Independent Floors in case:

- 15.1 Allotment has been obtained through misrepresentation/suppression of material facts.
  - 15.2 Any violation of directions issued under rules or regulations framed by the company or by any statutory body.
  - 15.3 Any default on part of the applicant/allottee or break, violation of terms and conditions of booking/registration/allotment as given in this brochure or any other agreement and non-deposit of the allotment amount/instalment amount.
  - 15.4 Non signing or refusal to sign the agreement (s)/ terms and conditions at the time of possession shall also cause the cancellation of allotment of plot/Independent Floors.
  - 15.5 Non payment of dues beyond 30 days of the due date.
  - 15.6 In case of cancellation by the company, under above sub clauses, the company reserves the right to forfeit the entire amount paid till the date of cancellation. No separate notice shall be sent in this regard.
- #### 16. Change in the entries in the application form
- 16.1 Once the application is submitted, no amendment except change of address in the application form, will be accepted; without prior permission in writing, of the CEO of the company or such officer as he may depute on his behalf. The decision will be taken on the basis of information given in the application form at the time of submission of the application.
  - 16.2 Change of address, if any, may be communicated to the company by registered post/speed post. The applicant should also make arrangements to get letters redirected at the changed address. However, in case of delay, in receipt of the letter due to change in address, date of allotment letter shall hold good for payment of allotment/ registration amount and instalment(s).

#### 17. Registration of plot/Independent Floors

All the sale deeds/deeds of conveyance for the transfer shall be executed at the office of the Sub Registrar, Tehsil Nainital. The company/its associates or its designated officer shall transfer the title of plot/Independent Floor in favour of the allottee.

#### 18. Charges of legal documents

The cost of preparation, stamping and registering the legal documents and its copies and all other incidental charges will be borne by the allottee, who will also pay the stamp duty for transfer of immovable property levied, or any other duty or charge that may be levied by any authority empowered in this behalf (currently approx. 15% of circle rate in case of male registrants and 13.5% in case of female registrants).

#### 19. Transfer of plot/Independent Floor

- 19.1 Transfer shall be subject to payment of all dues pending towards the allottee.
- 19.2 Transfer to other than legal heirs will be allowed on request with prior permission of the CEO or any officer authorized by CEO in this regard. Such transfer may be considered on payment of prescribed transfer charges and fulfillment of the legal conditions as decided by the CEO, who shall have the power to reject or accept such request as follows:-
  - i) In case of transfer among close blood relations such as spouse, real brothers, sisters, father, mother, son & daughter - Rs. 5000/- lumpsum.
  - ii) In all other cases, at the flat rate of Rs. 100/- per sq. yds. in case of plots and Rs 20/- per sq. ft. of super area in case of Independent Floors, or as may be decided by CEO of the Company from time to time.
- 19.3 Any transfer by the allottee, subsequent to allotment shall be subject to payment of Administrative Charges as prescribed by the company from time to time. Any such transfer shall also be subject to regulations in force. Any change in the name (including addition/deletion) of the Allottee or any change in the constitution of the allottee (if a Co.



/partnership firm) shall be deemed as transfer for this purpose.

19.4 Any transfer by allottee shall be subject to the prior consent of the company and the transferee shall abide and accept all the rules, terms and conditions as applicable to original allottee.

## 20. Possession

### 20.1 Plots:

20.1.1 The Plots falling under the category of 'deferred possession' shall be handed over for possession within 18 months from the date of allotment on receipt of entire dues, execution of sale deed, development agreement and possession agreement.

20.1.2 However, plots falling under the category of 'ready possession' will be offered for possession immediately on receipt of entire dues, execution of sale deed, development agreement and possession agreement.

### 20.2 Independent Floors

Possession of Independent Floors shall be handed over within 36 months from the date of allotment subject to receipt of entire dues, execution of sale deed, Development Agreement, Possession Agreement.

20.3 The construction of Independent Floors are subject to force-majeure clause, which includes delay for any reason beyond the control of the Company, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government/Court of Law/Public/Competent Authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

20.4 Delay in possession: In case the company is unable to complete the development of plots/construction of The Independent Floors within the stipulated period excluding the reasons given in clause 20.3, the company shall be liable to pay to the allottee simple interest @ 8% p.a. on the consideration amounts received by the company for the delayed period.

20.5 In case the allottee fails to complete the requisite payments to the company and taking over of the possession of the plot/Independent Floor after intimation by the company, the allottee shall also be liable to pay caretaker charges, maintenance charges and administrative charges at the rates fixed by the company from time to time

## 21. Mortgage

The allottee may, with the prior consent of the Company, mortgage the plot/Independent Floor to any scheduled bank/financial institution for raising loan; subject to such terms and conditions as may be decided by the Company at the time of granting the permission. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the company shall be entitled to claim and recover such percentage, as decided by the company of the unearned increase in the value of said plot/Independent Floor as first charge, having priority over the said mortgage charge. The decision of the company in respect of the market value of the said plot/Independent Floor shall be final and binding on all the parties concerned. Provided further that the company shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor for the unearned increase as aforesaid. The company's right to recover the unearned increase and the pre-emptive right to recover the unearned increase, the pre-emptive right to purchase the property as mentioned herein before, shall apply equally to involuntary sale or transfer, be in by or through execution of decree of insolvency/court.

## 22. Misuse, Additions, Alterations etc.

The plot/Independent Floor will be used only for residential purpose. The allottee shall not indulge in any such act/activity on the premises without the written permission of the company, which may amount to change in land use and/or is likely to cause pollution or nuisance. Use of residential plot/Independent Floor or part thereof for the purpose of non residential purpose e.g. Shop, Office, Nursing Home/Clinic, School or others etc. would amount to breach of conditions and plot/Independent Floor would be deemed to be cancelled even without issuing notice for cancellations.

## 23. Liability to pay taxes

The allottee will be liable to pay all taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of plot/Independent Floor and by any of the statutory body, whether such charges are imposed on the plot or on the building constructed thereon/ Independent Floor, from time to time.

## 24. Development, Building and its regulations

24.1 Since the plots offered for sale are falling in the jurisdiction area of LDA (Lake Development Authority, Nainital) the



allottee of plot shall abide by laws, rules, regulations building plans as follows:

- a) The allottee will be responsible for getting his/her building plans approved from Lake Development Authority, Nainital and from the company before starting any construction work on his/her plot.
  - b) The allottee shall construct residential building in accordance with the relevant Building Regulations or any general or specific directions that may be issued by LDA, Nainital and the company and only after getting the proper sanction of the building plan.
  - c) In case of any minor violation of any regulation/direction, the defect, if not compoundable could be rectified by the company and the expenses incurred in carrying out such work will be recovered from the allottee.
- 24.2 The company may facilitate in getting building plans approved from Lake Development Authority, Nainital if requested by the allottee subject to payment of administrative expenses of the company besides charges/fees of LDA, Nainital.
- 24.3 The Company's liability shall be limited to the following facilities only, other than the plot of land /Independent Floors against which the cost is being paid as detailed in clause 9A and 9B.
- i) Metalled roads up to the plot/Independent Floor.
  - ii) Electricity and water network (charges for connection payable)
  - iii) Street lighting.
  - iv) Project boundary with guard huts.
  - v) Rain Water drains in the project.
25. **Maintenance**
- a) The allottee will keep the premises and building :-
    - i) At all times, in a state of good and substantial repairs and in good sanitary conditions.
    - ii) The available facilities as well as the surroundings, neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the town.
  - b) The allottee shall abide by all regulations, by-laws, directions and guidelines laid down by Lake Development Authority, Nainital and the company.
  - c) If the maintenance work of any area is not found satisfactory, the company will carry out the required maintenance work with or without intimation to the allottee(s) and the expenses incurred in carrying out such work will be borne by the allottee(s) collectively or in part. The decision taken by CEO will be final and binding as regards to the expenses incurred in the maintenance work.

## 26. **General Conditions**

- 26.1 That the allottee shall abide by all laws, rules and regulations and any other laws as may be made applicable to the said plot/Independent Floors.
- 26.2 The plot/Independent Floor shall not be used for any purpose other than that for which it has been allotted in accordance with the plans. No obnoxious trade shall be carried out in or on the land.
- 26.3 The provision for underground electric cable supply in the entire hill town may/ or may not be provided due to safety/fire hazard and subject to state laws.
- 26.4 The allottee agree that he/she will have no objection to the provision of helipad & cable car, if installed in the complex, and shall allow crossover of cables above his/her building plot/Independent Floor without any compensations.
- 26.5 The allottee shall have no objection of electricity line/cable/wire passing over his plot/Independent Floor or crossing from the corner of his plot/Independent Floor. However, company shall ensure basic safety norms.
- 26.6 The allotment under the scheme shall be on the terms and conditions, contained in this brochure/ allotment letter, or any other terms that may be imposed later on by the company.
- 26.7 Once the allottee has taken over the possession of the plot/Independent Floors, he/she will be liable to pay WATCH & WARD charges at the rate of Rs. 2/- per square yard/p.m. or as applicable from time to time for plots and Re 1/- per sq ft. of super area per month for Independent Floors.
- 26.8 The Company shall have the right, power and authority at all times to do through its officers or servants all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations imposed and to recover from the allottee as first charge upon the said land the cost of doing all or any such things & all costs incurred in connection with or in any way relating in thereto.
- 26.9 The company reserves the right to alter any terms and conditions/clause of the scheme at its discretion as and when considered necessary.
- 26.10 The company reserves the right to increase or decrease the number of plot/Independent Floors offered in the schemes. The company also reserves the right to withdraw some/all plot/Independent Floors depending on the circumstances.
- 26.11 In case of any clarifications or interpretation regarding these terms and conditions, the decision of CEO or any Officer authorized by the CEO in this regard shall be final and binding on applicant/allottee. The CEO shall have r to

power to extend the date of closing/draw.

26.12 This offer does not create any liability whatsoever, on the part of the banks mentioned there in i.e., Bank of Baroda and The Nainital Bank Ltd.

## 27. Other Conditions

27.1 The applicant (s) shall get his complete address registered with the company at the time of booking and it shall be his responsibilities to inform the company by registered A.D. letter about all subsequent changes in the address, failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and he shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the allotment no. must be mentioned clearly.

27.2 In case of joint applicants, all communications shall be sent by the company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be considered as served on all the applicants and no separate communication shall be necessary to the other named applicants.

27.3 The applicant (s)/allottee (s) undertakes to abide by and comply all the laws, rules and regulations, terms & conditions applicable to the said Project/Land/Independent Floor as described in this brochure.

27.4 Applicants (s) /Allottee (s)/having NRI status or being PIO shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisitions of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any statutory authority/the company, the amount paid towards booking and further consideration will be dealt with by the company as per applicable rules as governed, without any interest and the allotment cancelled forthwith. The applicant (s)/ allottee (s) agrees that the company will not be liable in any manner.

27.5 Allottee will have no lien of any type on the plot/Independent Floor allotted, whatsoever it may be, till the complete balance payment of the aforesaid allotted Plot/Independent Floor is made to the company.

27.6 The allotment shall be on the basis of draw of lots/random allocation through computer software with or without open participation of the applicant(s) and the decision of the management shall be final and binding on all.

27.7 The date of closing/draw of the scheme can be changed at the discretion of the CEO of the Company.

27.8 In case the allottee wishes to avail of a Loan Facility from his Employer or Financial Institutions/Banks, to facilitate the purchase of the plot/Independent Floor applied for, the Company shall only facilitate the process, subject to the following:

(a) The terms of the financing agency shall exclusively be binding and applicable upon the allottee only, and not on the Company.

(b) The responsibility of getting the Loan sanctioned and disbursed as per the Company's Payment Plan will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per Payment Plan, shall be ensured by the allotted, failing which the allotted shall be governed by the company rules.

27.9 All charges payable to various departments (or proportionately to the company) for obtaining service connections to the residential plot or Independent Floor like electricity, telephone, water etc including security deposits for sanction and release of such connections, as well as informal charges pertaining thereto, will be payable by the allotted.

27.10 All the disputes and difference arising out of or in any way touching or concerning this allotment whatsoever shall be referred to the sole arbitration of the CEO or any officer appointed by him. The decision of such arbitrator shall be final and binding on the concerned party. No party shall file case directly in the courts without undergoing the process of arbitration.

27.11 The cost of arbitration including the fees for arbitration shall be borne by the party who raises the disputes.

27.12 The company and the party shall be bound by the decision of the sole arbitrator and Indian arbitration Act will be applicable for execution of the order/judgement/decreed passed by the arbitrator.

## 28. Clause of special mention

It shall be considered that the applicant has got the terms and conditions of the booking printed in the brochure read and agreed through a qualified and knowledgeable acquaintance/friend/lawyer; If the applicant is applying and signing the application form.

28.2 All disputes shall be in the jurisdiction of Delhi Courts only

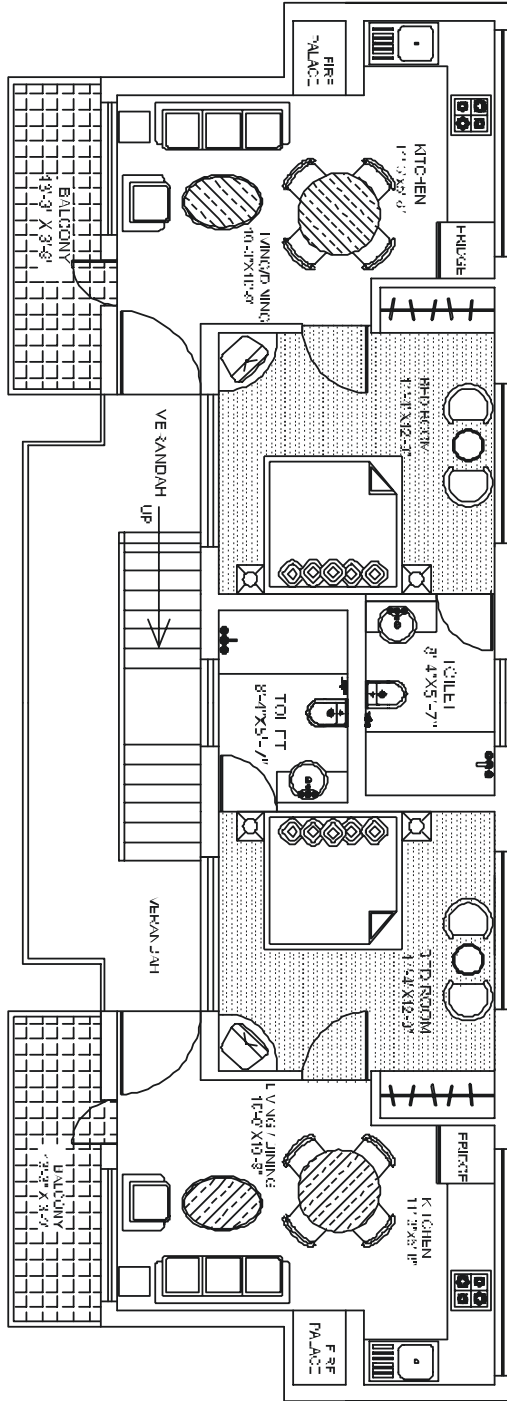
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*Specifications for construction-Independent Floors*

- A. FOUNDATION: Load bearing structure with adequate footing. Tie beams and plinth beams to make the structure.
- B. SUPERSTRUCTURE: 1) 9" thick external walls  
2) 4 1/2" thick internal walls
- C. EXTERNAL FINISH: All external walls in dana finish with SNOWCEM in varying shades.
- D. INTERNAL WALL FINISH: All interior walls painted in oil bound distemper as per the color scheme and interior outlay
- E. FLOORING: 1) Designer ceramic tiles in bathrooms and kitchen with skirting  
2) All other rooms in imported wooden flooring available in wide variety Of grains and colours with skirting
- F. KITCHEN: 1) R.C.C. counters with granite top  
2) Good quality sink in stainless steel of good makes  
3) Coloured designer tiles on walls up to 2' above counter of kajaria or equivalent make
- G. TOILET / BATHROOM: 1) R.C.C. counter for wash basin with Granite top  
2) ISI marked coloured designer Sanitary Ware with dual flush system  
3) Coloured designer tiles on walls upto 7' of Kajaria orequivalent make
- J. WOODWORK: 1) All external doors and windows in painted finish  
2) All door frames in Sal Wood / Pine Wood or equivalent  
3) All woodwork supported with designer brass/powder coated hardware
- K. WALLS, ROOF AND CEILING: 1) R.C.C. roofing and water proofing  
2) Good quality Oil Bound Distemper, Nerolac or equivalent

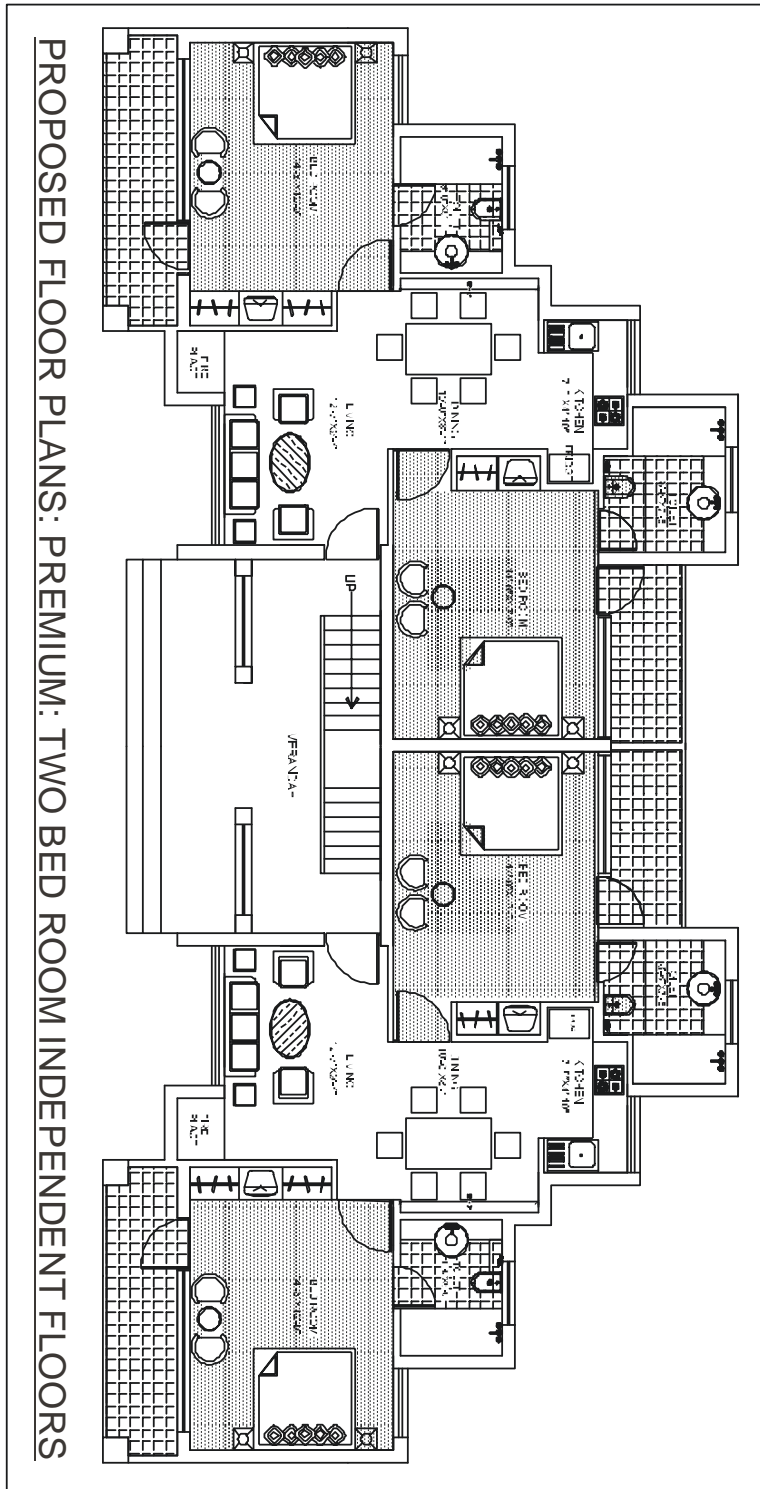
# ANNEXURE II A

## PROPOSED FLOOR PLANS: DELUXE: ONE BED ROOM INDEPENDENT FLOORS



Plan subject to change

# ANNEXURE II B



Plan subject to change