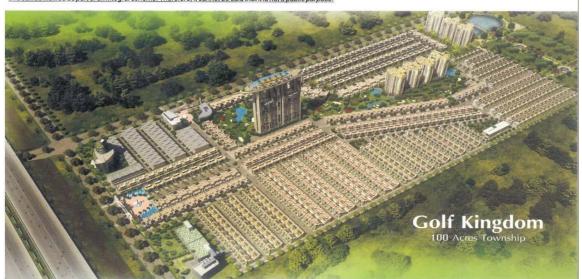




### LAND ACQUISITION - YAMUNA EXPRESSWAY - VALID: Hon'ble Supreme Court of India (AIR 2010 SC 3654)

30.......The Expressway is a work of immense public importance. The State gains advantages from the construction of an Expressway and so does the general public. Creation of a corridor for fast moving traffic resulting into curtaling the traveling time, as also the transport of the goods, would be some factors which speak in favour of the Project being for the public purpose. Much was stated about the 25 million square meters of land being acquired for the five parcels of land. In fact, in our opinion, as has rightly been commented upon by the High Court, the creation of the five zones for industry, residence, amusement etc. would be complimentary to the creation of the Expressway. It cannot be forgotten that the creation of land parcels would give impetus to the industrial development of the State creating more jobs and helping the economy and thereby helping the general public. There can be no doubt that the implementation of the Project would result in coming indiverse developed parcels/ centers in the State for the use of the citizens. There shall, thus, be the planned development of this otherwise industrially backward area. The creation of these five parcels will certainly help the maximum utilization of the Expressway and the existence of an Expressway for the fast moving traffic would help the industrial culture created in the five parcels. Thus, both will be complimentary to each other and can be viewed as part of an integral scheme. Therefore, it cannot be said that it is not a public purpose."





## PAYMENT PLAN (w.e.f: 1stAug 11)



BASIC Rate per Sq Yds

Less: Inaugural Discount

Less: PLAN Discount

Construction Linked Plan

₹ 17,999

₹ 1,000 ₹

Flexi Linked Plan

₹ 17,999

₹ 1,000 ₹ 1,000 Down Payment Plan

₹ 17,999

1,000 2,000

NET BASIC SALE PRICE (BSP) per Sq yds.

At The Time of Booking Within 30 day of Booking Within 60 day of Booking

On Earth Filling On Leveling

On Demarcation On Start of Road Work

On Start of Internal Development

At The Time of Possession

₹16,999

10.00% 7.50% 7.50% 10.00% 15.00%

15.00% 15.00%

15.00% 5.00% ₹15,999

10.00% 10.00% 10.00% 15.00%

5.00% 15.00% 15.00%

15.00% 5.00% ₹14,999

10.00% 40.00% 45.00%

5.00%

IDC/EDC External Electrification Chg. (EFC) Lease Rent

Club Membership

Putting Golf Green Charges

₹1,100 per Sq yd ₹ 500 per Sq yd ₹ 700 per Sq yd

₹ 800 per Sq yd ₹1,50,000 ₹2,75,000

One PLC 5.00% Two PLC's 8.00% Three PLC's 10.00%

Type of PLC's: Park/Green/Golf/Forest/lake View Corner, Road (12/18/24/80/45 Mtr wide)

4047square meter =1 Acre /1square meter =1.196 sq.yrds

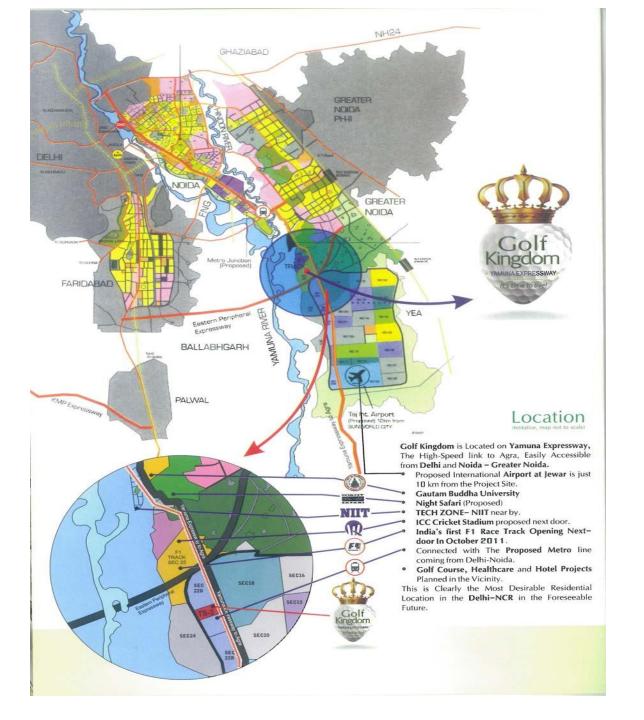




# Karan Bull Infratech Private Limited

- · B-51/3, 1st Floor, Block B, The Corenthum, Sec-62, Noida tele: + 91 120 - 4777444 fax: +91 120 - 4777477
- . F-14-15, Ist Floor, Connaught Place, New Delhi-110001, India

web: www.golfkingdom.com sms: KB to 54242 KB GOLF to 54242



#### Date of Booking: Mode of Booking: Direct / Broker's Name (code) -



Dear Sir

I/ We wish to apply for provisional registration / allotment of a plot (hereinafter referred to as the "Plot") in your residential colony known as "Golf Kingdom" being developed by Karan Bull Infratech Private Limited ("Developer") on a plot bearing No. TS-3, Sector 22 D. Yamuna Expressway, India and admeasuring approx. 100 acres (hereinafter referred to as the "Project/Golf Kingdom").

I/We agree to sign and execute, as and when required by the Developer, the **ALLOTMENT LETTER** containing the detailed terms and conditions of allotment of the Plot and other related documents as required by the Developer.

Cond	tions form a part of this Application and agree and undertaken am / are enclosing herewith Cheque / Draft / Pay On	e to abide by the same.	dated	for Rs	( Rupees
Plot. I/We presc restric	of "Karan Bull Infratech Private Ltd." payable at Delhi/ Noi clearly understand that the Allotment of a Plot by the Devel fibed by the Developer is executed by the Developer in ou- tions, and limitations as contained in the YEIDA by laws/reg	loper pursuant to this Appur favor. Further, the Allogulations.	plication shall be purely provision of a Plot in the Golf King	onal till a Purchase Agreeme	ent on the format
1. SO M SO N R FO M	DLE/FIRST APPLICANT  r./Ms./M/s  W/D/ of atte of Birth/Incorporation attionality Docupation perign National of Indian Origin ( ) Other (Please ailling Address:	Non Resident ( ) Specify)		Photogr First Ap	raph of plicant
M Si D N R Fr M	cCOND/JOINT APPLICANT: r./Ms./M/s W/D/ of ate of Birth/Incorporation ationality occupation esident Status: Resident ( ) oreign National of Indian Origin ( ) Other (Please ailing Address: mail de No	Non Resident ( ) Specify)		Photogr Second A	
3.	Details of the Plot applied for:				
4.	(A)Total Area:sq.yd, (B) Plot No:  Payment Plan Opted:  Plan A – Development Linked Plan ( )  Plan B – Flexi Payment Plan ( )  Plan C – Down Payment Plan ( )	((	C) Block No.:		

#### DETAILS OF CHARGES

Price List	Rs / Sq Yd	Amount**
Basic Sales Price (BSP)		
naugural Discount		
Effective BSP		
Lease Rent		
Internal Development Charges (IDC)		
Electric Subsation Charges		
IFMD		
Club Membership		
PLC* Chart		
One PLC		
Two PLC's		
Three PLC's		
'PLC's	Park	
i i	Corner	
	12/15/18/24 M wd Road	

\*\* Service Tax, if applicable, would be charged extra.

#### Note:-

- Cheque/Demand Draft towards consideration of the Plot to be made in favor of "Karan Bull Infratech Private Limited" payable at New Delhi/NOIDA.
- In case, the Cheque comprising booking amount is dishonored due to any reason whatsoever the Application shall be deemed to be null and void and the allotment, if any, shall stand automatically cancelled/revoked/withdrawn without any notice to the Applicant.
- 3. Applications shall be considered as incomplete if not accompanied by photographs, PAN or Form 60 of the applicant (s) & copy of Address proof.
- Additional amounts towards Stamp Duty, Registration Charges and legal/miscellaneous expenses etc. are payable by the Allottee at the time of offer of possession.
- The other terms and conditions shall be as per the Terms & Conditions for Provisional Allotment and the Allotment Letter of the Developer.
- The prices are subject to revision/withdrawal at any time without notice at the sole discretion of the Developer.
- 7. Government Taxes as applicable from time to time shall be payable by the Allottee in addition to the sale price as stated above.
- Administrative charges for the first transfer would be free of charge and would be allowed only after receipt of 30% payment of Basic Sale Price (BSP)(subject to change, as per the Developer company policy). However addition/deletion of blood relation member would not be treated as transfer.
- Allotment Letter will be issued on 30% payment of Basic Sale Price.
- 10. If cancellation is requested by the Allottee 10% deduction of booking amount will be done.
- 11. If cancellation of Plot allotment is done by the Developer due to non payment by Allottee 10% deduction of BSP as earnest money will be done.

#### 5. Check List

- . Booking Amount : Local Cheque / Draft
- PAN : Copy of PAN Card / Form 60 enclosed.
- 3. Address Proof : Copy of Passport/Voter Id/Driving License/Electricity Bill/Telephone Bill
- 4. Memorandum of Association & Articles of Association (For Bookings in the name of Companies)
- 5. Copy of Passport and Account details: (For NRI's and PIO's to make payment through NRE/NRO/Foreign Currency Accounts only)
- Photographs and signatures of intending allottee (s).

## BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF A PLOT IN "GOLF KINGDOM" AT TS-3, SECTOR 22 D, YAMUNA EXPRESSWAY, INDIA

#### "GOLF KINGDOM"

- 1. The "GOLF KINGDOM" is a residential colony project being developed on a plot of land numbered as TS-3, Sector 22 D, Yamuna Expressway, India admeasuring 100 acres (approx.) (hereinafter referred to as the "Project land has been allotted by YEIDA to the Consortium M/s Karan Bull Infratech Pvt. Ltd. (the "Company"). Accordingly the lease deed dated for demise of the said Project land has been executed by YEIDA in favour of the Company on the terms and conditions contained in the said Lease Deed for development of a residential colony project.
- 2. The Allotment of a Plot, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed to be executed by YEIDA in favour of the Company and the intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
- 3. THAT the intending Allottee(s) has applied for provisional allotment of a Plot in the Project being developed on the Project land known as GOLF KINGDOM. The intending Allottee(s) has full knowledge of laws, notifications and rules as applicable to the Project and Plot and the terms and conditions mentioned in the YEIDA Lease.
- 4. Allotment Letter will be issued on payment of 30% of the Basic Sale Price.
- 5. The prices are subject to revision/withdrawal at any time without notice at the sole discretion of the Developer.
- 6. THAT the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the YEIDA Lease. In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 90 days, from due date for such payment, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount and the intending Allottee(s) shall be left with no right or lien on the said Plot or any part of the Project Land. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and /or any other charges due from the intending Allottee(s). The delay in payment of installment shall entail interest @ 18% p.a. compounded quarterly, calculated from the due date of outstanding amount.
- 7. THAT the layout plan of the entire Project as drawn by the Company is tentative and is subject to change, if deemed necessary by the Company or as may be required by the regulatory authorities of YEIDA. The Company may effect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area and location of the Plot allotted to the Allottee(s). If there is any change in the area or location of the Plot or a Plot becomes preferentially located, revised price and/or PLC shall be payable /adjustable at the original rate at which the Plot has been booked for allotment.
- 8. THAT the intending Allottee(s) shall pay to the Company the entire consideration of the Plot, as per the Payment Plan opted by the intending Allottee(s).

9. THAT the Allottee(s) has understood that the rights of ownership of land(s), facilities and amenities other than those within the Plot and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities.

10. THAT the intending Allottee shall pay the maintenance charges for upkeep and maintenance of various common services and facilities as determined by the Company or its nominated agency.

11. THAT the Company apart from basic price of the Plot shall fix Preferential Location Charges (PLC) for certain Plots and if the intending Allottee(s) opts for the booking of any such Plot, he/she shall also pay such charges.

12. THAT Earnest Money shall be deemed to be 10% of the total consideration of the Plot as mentioned in the allotment letter.

13. THAT subject to the restrictions and limitations in the YEIDA Lease Deed, the intending Allottee(s) may at its option raise finances or a loan for purchase of the Plot. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s). In the event, the Allottee(s)' loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee shall be liable for consequences including cancellation of the allotment.

14. THAT all taxes and statutory levies presently payable in relation to Project land and comprised in "Golf Kingdom", have been included in the price of the Plot. However, in the event of any further increase and/or any fresh tax, service tax, charge, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Additional amounts towards Stamp Duty, Registration Charges and legal/miscellaneous expenses etc. are payable by the Allottee at the time of offer of possession.

15. THAT any tax/ duty (including service tax and stamp duty) presently applicable or levied in future on the sale of the Plot from the Company to the Buyer shall be borne exclusively by the Buyer.

16. THAT if for any reason the Company is not in a position to allot the Plot applied for, the Company shall be responsible only to consider allotment of an alternative Plot or refund the amount deposited by the Allottee(s) along with simple interest @ 10% p.a. It is clearly agreed and understood by the Intending Allottee that the Company shall not be liable for any other damages/compensation on this account. Further, for avoidance of doubt, it is clarified that the allotment of a Plot pursuant to the application made by the Intending Allottee, being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Allottee to or give rise to a cause of action for any injunctory relief or a reflief of specific performance.

17. THAT administrative charges for the first transfer would be free of charge and second transfer would be allowed only after receipt of 30% payment of Basic Sale Price (BSP)(subject to change, as per the Developer company policy). However addition / deletion of blood relation member would not be treated as transfer.

18.THAT upon completion of Plot and receipt of full consideration and other charges, if any payable by the intending Allottee(s), a Tripartite sublease deed shall be executed in favour of the intending Allottee(s) on the format approved by the YEIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).

19. THAT the allotment of Plot is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Plot and/or the car parking spaces(s), the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting any offer/application for allotment of Plot shall be final and binding.

20. THAT the applicants(s) Intending Allottee(s) shall use the plot for the residential purpose only.

21. THAT this application and the Allotment letter (to be executed later) shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances of the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Delhi.

22.Cost of Electric and Water Service Connection is not included in the aforesaid price and shall be payable by the Allottee(s) in addition to the price of the Plot. Further the Allottee(s) shall pay on demand to the Company all amounts to be determined at the time of providing necessary connections to make arrangements for providing water connections from the mains laid alongwith the road servicing the Plot.

- (i) The Electricity Load for the entire project shall be obtained from concerned Electricity authority by the Company and the cost of the installation of Sub-Station/Power House/Transformers shall be charged extra on pro-rata basis and payable by the Allottee(s).
- (ii) The cost for the load required individually and installation of energy meter shall be done by the Allottee(s).
- (iii) The cost of water connection from main supply line existing for the said Plot shall be borne by the Allottee(s). The Company shall provide appropriate provision for drainage facility for the said Plot.
- 23. Fire fighting equipment and/or preventive measures may be installed by the Company in the common area/township if required by law/ byelaws, order or directions or guidelines of the Govt./Authority or any other Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on prorata basis.
- 24. The cost of development of the said Plot is escalation-free, save and except increases, which the Allottee(s) hereby agrees to pay due to increase in area, increase in External Development charges, Government rates, taxes, cesses etc., and / or any other charges which may be levied or imposed by the Government/statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Plot/ said Project thereby requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall be borne and paid by the Allottee(s) in proportion to the area of his Plot to the total area of all the Plots in the said project as and when demanded by the Company.
- 25. The Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this Letter of Allottnent. The Allottee(s) understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange ManagementAct, 1999 and rules made thereunder as amended from time to time. The Company accepts no responsibility in this regard.
- 26. Unless a Conveyance Deed is executed and registered, the Company shall continue to have all authority over the said Plot and all amounts paid by the Allottee(s) under this Allotment shall merely be a token payment for purchase of the allotted Plot and shall not give him any lien or interest on the said Plot until he has complied with all the terms and conditions of this Allotment and a Conveyance of the said Plot has been executed and registered in his favour. However the Allottee(s) may obtain finance from any financial institution / bank or any other source for purchase of the said Plot but the allottee(s)' obligation to purchase the said Plot pursuant to this Allotment shall not be contingent on the Allottee(s)' ability or competency to obtain such financing and the Allottee(s) will remain bound under this Allotment.

- 27. THAT all or any other dispute arising out or touching upon or in relation to the terms of this application and/ or allotment including the interpretation and validity of the terms thereof and the respective right and obligations of t he parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration which shall be governed by the Arbitration and Conciliation Act 1996 or any statutory amendments / modifications thereof for time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi by a sole arbitrator who shall be appointed by the company and whoce decision shall be binding upon the parties and the cost of Arbitration proceedings shall be borne by the applicants / allottee(s).
- 28. That the applicants and or intending allottee(s) agree that, if as a result of any legislation, order or rule of regulation made or issued by the Govt. or any other Authority, approvals for the said Township or any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(s) become subject matter of any suit/writ/legal/ proceedings before a competent court or due to force majeure conditions, the Company, after provisional and /or final allotment, is unable to deliver the plot to the applicants / intending allottee(s) for the desired purpose the applicants / intending allottee(s) agrees thathe company if it decides at its sole discretion to refund/ adjust, then it shall be liable only to refund/ adjustments of the amounts received from him/ her without any interest or compensation whatsoever.
- 29. THAT the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment.

  I/We, the Applicants, do hereby declare that the above terms and conditions have been read/ understood by me/us and the same are acceptable to me/us. I/We the Applicant herein unequivocally agree affirm and undertake to abide by the terms and conditions as mentioned herein above.
- 30. 1 Acre = 4047 square meter/1 square meter = 1.196 sq.yrds

(i)	(ii)
Sole /First applicant	Second applicant
Place:	Dated:

#### For Office Use Only

- 1. Application: Accepted / Rejected
- 2. Mode of Booking: Direct/Broker

Authorized Signatory for the Company

Dated

