

FM: MK: 62: 00

Form No: 0338

DATE: 14/8/2014

ELDECO

Samridhi

Udyan II, Raibareilly Road, Lucknow

PLOT APPLICATION FORM

To

Eldeco Housing and Industries Ltd.,

2nd Floor, Eldeco Corporate Chamber - I

Vibhuti Khand (opp Mandi Parishad),

Gomti Nagar, Lucknow -226010.

Samridhi
Udyan II, Raibareilly Road, Lucknow

SUBJECT : APPLICATION FOR ALLOTMENT OF RESIDENTIAL PLOT IN THE "ELDECO SAMRIDHI" SITUATED AT ELDECO UDYAN II, RAIBAREILLY ROAD, LUCKNOW.

Dear Sir,

I/We acknowledge that Eldeco Housing and Industries Ltd (herein "the Company") has developed a residential township on a land admeasuring _____ acres (herein "Township"), situated at Raibareilly Road, Lucknow.

I/We acknowledge that within the Township the Company is developing a sub project consisting of villas, plots etc under the name and style "Eldeco Samridhi" (herein "Project")

I/We hereby apply for the allotment of a residential plot on "as is where is basis", as per details given below (herein "Plot"), in the Township, as per the terms and conditions of the offer for allotment of the same, according to the (A) Development Linked Payment Plan / (B) Down Payment Plan. In the event of the Company agreeing to allot Plot to me/us, I/we agree to pay installments/Down Payment of basic price and all other charges as stipulated in this Application, Allotment Certificate and Agreement, Maintenance Agreement etc. and as per the payment plans explained to me/us by the Company. I/We have understood the same and have agreed to abide by the same.

I/We am/are fully aware and agree that the allotment of the Plot is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/ withdraw the offer without assigning any reason thereof. In case of rejection of application and/or withdrawal of offer, the Company shall only be liable to refund the application money without any interest/penalty/damages/ costs etc.

I/We have clearly understood that this application does not constitute Allotment or Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Plot notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot the Plot applied for, I/we would like to have refund of the amount deposited without any interest / penalty/damages/ costs etc.

I/We agree and undertake to sign & execute Allotment Certificate and Agreement; Maintenance Agreement etc. as and when desired by the Company and abide by the terms and conditions stipulated therein. I/We, in the meantime have studied and signed the indicative Terms and Conditions of the Allotment mentioned this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment schedule in respect of the Plot as well as amount payable under the Maintenance & Other Agreements. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the Company to terminate the Allotment and forfeit the Booking Amount / Earnest Money, for which I/We shall raise no objection of any kind and the Company may allot the Plot to anyone else or do as it deem fit.

I/We have made this application for allotment of Plot with full knowledge of and subject to all the Acts/laws/notifications and rules applicable to this Township/Project in general and Plot in particular which have been explained by Company and understood by me/us.

Signature of Applicant (s) :

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Please find enclosed herewith a sum of Rs. _____ (Rupees _____)
in cash/cheque/draft no. _____ dated _____ drawn on _____ being
the booking amount.

I/We have perused the price list and agrees to pay the installments / payments as stipulated / demanded by the
Company as per (A) Development Linked Payment Plan (B) Down Payment Plan, opted by me/us.

MY/OUR PARTICULARS ARE AS BELOW:

Applicant's name: _____

Father's/Husband's/Director/Partner/Authorised Signatory name: _____

Co-applicant's Name: _____

Father's/Husband's/Director/Partner/Authorised Signatory name: _____

Mailing address: _____

Tel.:(R) _____ (O) _____ Mobile: _____ email: _____

Office address: _____

Permanent address: _____

Name/address of Guardian (in case of minor): _____

Relationship with Minor: _____

Income Tax PAN No/GIR No/Form 60.: _____

First applicant: _____

Second applicant: _____

Residential Status: Resident / Non Resident Indian / People of Indian Origin.

Identification Proof: Notarized Copy of Passport / Election Card / PAN Card

PLOT DETAILS

Plot no. _____ Sector _____; Area _____ sq mts/sqyds.;

Basic Price: Rs. _____ (In words) _____

Payment plan opted: Development Linked Payment Plan (Plan A) / Down Payment Plan (Plan B)

Signature: Applicant: _____; Co-applicant: _____

Signature of Guardian (in case of minor): _____

DECLARATION:

I/we the aforesaid Applicant/s do hereby declare that my/our application for allotment is irrevocable and that
the particulars given above are true and correct and nothing has been concealed there from. I/We hereby
undertake to inform ECPL of any change in the above information, till the Plot(s) is allotted or is duly
registered in my/or name(s), and understand that any failure on my/our part to do so I/we shall solely be liable
for consequential effects there of or even the cancellation.

Yours faithfully,

(Signature of the Applicant)

(Signature of the Co Applicant)

Name: _____ Name: _____

Date: _____ Date: _____

Place: _____ Place: _____

Signature of Applicant(s)

2.

Note:

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Please () tick wherever applicable
4. Use additional Sheets, if necessary.
5. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization /Notarized copy of Power of Attorney/ Certified copy of Board Resolution duly attested by a First Class Magistrate/Notary Public.

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked: _____ Date of booking : _____

Dealing executive: _____ Checked / verified by : _____

NOW, THEREFORE, THIS IDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. DEFINITIONS

In this Application, unless repugnant or contrary to the context hereof, the following terms, when capitalized shall have the, meaning assigned herein when used in this Application. When not capitalized, such words shall be attributed their ordinary meaning.

"Applicant" means the person who has signed this Application Form.

"Basic Infrastructure Work" mean the

- (i) Internal roads connecting the Plot to the common road.
- (ii) Sewer line outside the Plot.
- (iii) Water supply line outside the Plot.
- (iv) Provision of the Electricity line up to the periphery of the Plot.
- (v) Storm water drains outside the Plot.

"Common Areas" includes the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to be provided by Company as per the applicable byelaws including the common facility(s) area.

"Common Facilities" include the main gate, street lighting, security system, sewer system, water supply system, drainage system and any other system for common usage of all Applicant of the Project/Township.

"Earnest Money" means an amount equivalent to 10% of the Basic Price of the Plot.

"Holding Charges" means the administrative expenses/costs incurred by the Company to hold the Plot, if the Applicant fails to take actual & physical possession of the Plot after expiry of 30 days from the date of offer of possession.

"Malba Charges" means the charges towards removal of the debris and other construction material that may be dumped by the Applicant within the Project/township and/or area adjoining the Plot, while carrying out construction on the Plot.

"Person" means any individual, company, corporation, partnership, government or governmental authority or agency or any other legal entity.

Signature of Applicant (s): 1. _____ 2. _____

"Preferential Location" means residential plot facing or abutting green areas/wide road and any other location as may be specified/designated as Preferential Location by the Company

"Project" means the residential project being developed by the Company on land admeasuring _____ acres approximately within the Township in accordance with the approvals granted by competent authorities.

"Safeguarding Charges" means the charges incurred to guard the Plot against encroachments/trespassing by the third party (ies), in case Applicant fails to take actual & physical possession of the Plot after expiry of period mentioned in the offer of possession.

"Township" means the residential project being developed by the Company on a land admeasuring _____ acres approximately situated at Raibareilly Road, Lucknow, owned by the Company and its associates & subsidiaries companies in accordance with the approvals granted by Lucknow Development Authority ("LDA").

B. ALLOTMENT

1. The allotment of the Plot will be on the basis of Application Form, wherein, applicant/s has/have indicated the location, size & type of Plot required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favoring "Eldeco Housing and Industries Ltd." payable at Lucknow.
2. In case of applications made under Power of Attorney (POA) or by limited companies, bodies corporate, trusts, etc., a certified copy of the POA and/or Board Resolution / the relevant authority letter, as the case may be, and a certified copy of the Memorandum and Articles of Association and/or bye-laws, if any must be accompanied by the application form, unless specifically agreed in writing, with or without such terms & conditions as the Company may deem fit.
3. It is only after Applicant signs and executes the Allotment Certificate & Agreement agreeing to abide by the terms and conditions laid down therein; the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, due to any reasons whatsoever then Allotment shall automatically be treated as cancelled and the Booking Amount/Earnest Money paid by applicant/Applicant/s shall stand forfeited.
4. The Applicant has/have applied for the Plot with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project/Township and in particular the terms and conditions of allotment of the Plot by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof.
5. The Applicant acknowledges that the Company has provided all the information, documents and clarifications as required by the Applicant and that the Applicant/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Project/Township is being developed, and have understood all limitations and obligations of the Company in relation thereto. The Applicant has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Plot and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Application Form and this Application Form is self contained and complete in itself in all respects.
6. The Company's sale brochures/ CD Walk Through/ Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications etc.

C. PAYMENTS

1. (a) The Applicant agrees that the timely payments as indicated in the Payment Plan is/are the essence of the allotment. If any installment / payment as demanded by the Company and/or as per schedule is/are not paid when it becomes due, then the Applicant shall be liable to pay interest @18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrears

Signature of Applicant (s) :

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for more than three consecutive months, then the allotment shall automatically stand cancelled without any prior intimation to the Applicant and the Applicant shall be left with no lien/right/interest on the Plot in any manner whatsoever. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. along with the restoration charges as per Company policy and restore the allotment of the Plot, in case it has not been allotted to someone else. In such a situation an alternate residential plot/property, if available, may be offered in lieu of the same.

- (b) The Applicant agrees that in default case, if part payment is received from him/her/them, such payment shall be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it shall be a fit case for cancellation of allotment.
 - (c) The Applicant agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized from the re-allotment of the Plot. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant shall be accordingly delayed without any claim towards interest for such delay.
 - (d) The Applicant agrees that the payment shall be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Applicant in case of dishonour of his/her/their cheque. The Applicant shall be responsible for the delay caused due to such reasons.
2. (a) The Applicant agrees that the residential plot/s located at the Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by him/her/them.
- (b) The Applicant has specifically agreed that if due to any change the Plot ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Applicant without any interest, damages and/or compensation and such refund may be adjusted at the time of FDN (defined hereinafter). If due to any change the Plot becomes located at Preferential Location, then the Applicant shall pay additional PLC as applicable, as may be demanded by the Company.
3. The Applicant understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Plot, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Applicant that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustment of interest accrued on the delayed payments (if any), provided that the basic price of the Plot (as applicable then), upon its re-allotment to any person/s, is received. If for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant shall be accordingly delayed without any claim towards interest for such delay.
4. The Applicant agrees that in case he/she/they wants to avail of a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the Plot, the Company shall facilitate the process subject to the following:
- (a) The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Applicant alone.
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall rest exclusively on the Applicant. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Applicant, failing which, the Applicant shall be governed by the provisions contained in Clause 1 as above.
 - (c) In case of default in repayment of dues of the employer/financial institution/agency by Applicant, the Company may cancel the allotment of the Plot (the Applicant hereby authorises the

Signature of Applicant (s) :

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Company for this purpose) and repay the amount received till that date after deduction of Earnest Money, adjustment of interest on delayed payments and adjustment of other dues under various heads as stipulated herein, directly to employer/financing institution / agency on receipt of such request from financing agency without any reference to Applicant. Upon such cancellation, the Applicant shall have no right, interest or lien in the Plot. The refund to the employer/financing institution /agency and the Applicant (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 1 above.

- (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Applicant request subject to upto date payments of all dues.

D. COMPLETION OF DEVELOPMENT WORKS OF THE PLOT

1. That completion of the Basic Infrastructure Work of the Plot shall be subject to Force Majeure (defined hereinafter) and subject to timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Applicant opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
2. The Applicant understands and agrees that in case the Company is unable to transfer/handover the Plot to the Applicant for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined hereinafter) then the Company may offer an alternate residential plot and in the event of non-acceptability by the Applicant or non-availability of alternate residential plot, the Company will refund only the actual amount received from the Applicant till then (within the timeframe as may be mutually agreed) consequently the Applicant shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Plot and in the Project. In such case the Company shall not be liable to pay any damages/compensation or interest to the Applicant, whatsoever. The Applicant irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Plot or alternate residential plot.
3. The area of the Plot is tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the Plot, change in dimension, size, location, number, boundaries etc. Any change in size, location, number, boundaries etc shall be confirmed by the Company prior to issuance of final demand notice/offer of possession. In case of variation in actual area vis-à-vis booked area, the Company will ensure necessary adjustments in the basic price, pro rata. If the final area of the Plot varies up to 10% then the Applicant shall be liable to pay difference in price /entitled for refund at the rate prevailing at the time of allotment of Plot and in case final area varies beyond 10% then the current rate shall be applicable. On reduction in the area of the Plot as aforesaid excess amount received shall be refundable without interest and without any rebates. . No cost adjustment shall be made on change in area dimension of the plot i.e. length and width without any change in its area.

In case of area variation beyond 10% of the allotted area, the Applicant agrees to deliver to the Company objections to the variation within Thirty (30) days from the date of intimation by the Company. In case the Applicant does not send his/her/their objections within the stipulated period then the Applicant shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Applicant objects in writing indicating his/her/their objections to such variation then in such case alone this Allotment Agreement shall be cancelled without further notice and the Company shall refund the entire money received from the Applicant without interest. Upon cancellation of the Allotment, the Company shall stand discharged from all its obligations and liabilities under this Agreement and the Applicant shall have no right, interest or claim of any nature whatsoever on the Plot. The terms of refund as mentioned in Clause C (3) under headings "Payments" shall apply except forfeiture of Earnest Money.

4. The Applicant acknowledges that the Project is under construction and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in the interest of the Project/Township or if the same is required by the concerned authority.

Signature of Applicant (s) :

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5. The Applicant shall carry out the construction on the Plot in accordance with the plans and specifications approved by the appropriate authority. The Applicant shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction / development thereon. The Applicant shall apply and obtain the approvals at its own cost and expenses.
6. The Applicant shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Plot and shall keep the Company harmless and indemnified from the consequences of non-compliance.
7. The Applicant shall carry out construction on the Plot subject to:
 - (i) he/she/it shall not cause nuisance or annoyance to the other occupants in the adjoining areas and/or
 - (ii) he/she/it shall not raise any construction & structure including but not limited to laying of foundation, boundary wall, fencing etc outside the dimension of the Plot.
 - (iii) he/she/it shall not obstruct or block the Common Areas of the Project/Township.
 - (iv) he/she/it shall not stock construction material on the road or areas adjoining the Plot.
 - (v) he/she/it shall not keep the foundation, tunnels or other pits in the Plot open or exposed to weather causing any injury to contiguous or adjacent areas/buildings;
 - (vi) he/she/it shall not dig any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings and/or
 - (vii) he/she/it shall not erect or permit to erect at any part of the Plot any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry.
 - (viii) he/she/it shall not dump the construction material/debris in the common areas of the Project/Township.

In case of non compliance of the aforesaid stipulations by the Applicant, he/she /it shall be liable to rectify the same to the satisfaction of the Company, failing which the Company may recover the expenditure incurred in such rectification from the Applicant. The Applicant shall also be liable for all consequences, claims, penalty, actions etc. arising there from and keep the Company harmless and indemnified in this regard.

8. The Applicant agrees to carry out and complete civil works, internal development, boundary walls etc. of the Plot at its own cost and expenses. The cost of the External Electrification of the Project, which includes proportionate cost of the Sub-Station, cost of the Transformer, main electrical panel cost of cables up to the distribution box will be paid extra by the Applicant, if demanded by the Company.
9. The Applicant or any person claiming through them shall not be entitled to subdivide the Plot or amalgamate the same with any other adjoining plot. In case of joint Applicant (s), each Applicant share in the Plot shall always remain undivided, unidentified and impartiable.
10. The Applicant agrees and understands that the facilities viz., school, commercial premises etc. in the Township, if any will be developed/provided in phases and the completion of construction/provision of all these facilities may go as long as the completion of the entire Township depending on the market conditions and therefore some/all these facilities may not be available at the time of handing over possession of the Plot as such the same shall not be deemed to be non completion on part of the Company and the Applicant agrees not to raise any claim, dispute etc. in this regard.
11. The Applicant agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project/Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit/writ before a competent court or due to Force Majeure Conditions, the Company,

Signature of Applicant (s):

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after allotment, is unable to deliver the Plot, the Company shall be only be liable to refund the amounts received from the Applicant without any interest and/or compensation, whatsoever.

D POSSESSION

1. The possession of the Plot will be given after execution of Conveyance Deed/Transfer/Sale Deed, subject to (a) Force Majeure conditions, (b) completion of Basic Infrastructural Work and (c) receipt of all the amounts due and payable by the Applicant/s up to the date of such possession including maintenance charges, IFMS & other charges etc. to the Company.
2. (a) The Applicant has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Applicant has to take possession of the Plot within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Plot will lie at the risk & cost of the Applicant. In other words, possession of the Plot shall become due on the date of expiry of the said 60 days Period (herein "Possession Due Date"). The Applicant understands & agrees that the Maintenance charges (defined hereinafter) and other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Applicant takes over possession of the Plot
(b) The Applicant understands & agrees that in the event of his/her failure to take over the possession of the Plot beyond 60 days from the Possession Due Date, then the Applicant shall be liable to pay Holding charges, Safe Keeping charges, Maintenance Charges, other charges etc. for the period of delay in taking over actual physical possession of the Plot.
3. The Applicant understands and agrees that in case he/she/they fails to take possession of the Plot after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs. _____ per sq yds per month and Safeguarding Charges @ Rs. _____ per sq.yds per month respectively of the area of the Plot till the date of actual possession of the Plot.
4. The Applicant agrees that upon taking over the possession of the Plot he/she/they shall be entitled to use and occupy the Plot for residential purposes. The Applicant further agrees not to cause nuisance or annoyance to other plot owners or residents of the Project Township; or to do any activity, which is commercial or illegal or immoral; or to do or cause anything to be done in or around the Plot which tends to cause interference to any adjacent area or in any manner interference with the use of roads or amenities available for common use. The Applicant shall indemnify the Company against any action, damages or loss due to misuse for which the Applicant/occupant shall be solely responsible.
5. The Applicant agrees and undertakes to sign the standard format of Possession document/s; Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions contained therein. The Applicant shall pay charges towards Interest Free Maintenance IFMS and other charges etc. at the time of offer of possession.
6. The Applicant agrees that the possession date of the Plot as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment shall be come due and payable immediately.
7. The Applicant agrees to pay in respect of his/her/their Plot all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including IFMS for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro rata basis from the Applicant.
8. The Applicant agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV etc. or any other value addition, then the Company shall be entitled to recover the cost on pro rata basis from the Applicant.

E MAINTENANCE

1. The Applicant agrees that on issuance of offer of possession/FDN (defined hereinbefore) of the Plot,

Signature of Applicant (s) :

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whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Project/Township shall be payable by the Applicant. The amount to be deposited as IFMS will be intimated to the Applicant by the Company. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Applicant takes possession of the Plot.

2. The Applicant agrees that upon offer of possession he/she/they agrees to enter into a Maintenance Agreement with the Company or association / body of Applicant or any other nominee/agency/association/s as may be appointed / nominated by the Company (herein "the Maintenance Agency") for the maintenance and upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Plot) in the Project/Township and pay charges for the same based on the size of the Plot (herein "Maintenance Charges"). However, failure on the part of Applicant to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the Maintenance Charges and other related charges.
3. The Applicant agrees that commencing from the date notified by the Company for taking over possession of the Plot he/she/they shall pay to the Company or Maintenance Agency, Maintenance Charges towards the upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Plot). The Applicant understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Applicant.
4. The Applicant agrees to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/Maintenance Agency, irrespective of the fact, whether the Applicant is in occupation of the Plot or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to determine/collect the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. The Applicant agrees that in case of his/her/their failure to pay the Maintenance Charges on or before the due date then the Company/Maintenance Agency is entitled to deny him/her/them maintenance services and the Company/Maintenance Agency shall also be entitled to effect disconnection of services to defaulting Applicant and debarment from usage of any or all common facilities within the Project/Township. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Applicant.
6. The Applicant agrees that the Company / Maintenance Agency will maintain the Project till the maintenance is handed over to the Applicant Association or for a period of 3 year from the date of completion of the Plot or offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of three year from the date of offer of possession, as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Applicant understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Applicant Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Applicant and discontinue maintenance of the Project. If the Applicant fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Project even after the said period of three year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Applicant Association.
7. The Applicant agrees that he/she/they will neither himself/herself/themselves do nor permit anything to be done which damages Common Areas and Common Facilities, adjoining plot/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Applicant. The Applicant shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Applicant's IFMS

Signature of Applicant (s) :

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along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Applicant within 30 days of such demand. However, in such an event Applicant shall make further payment to maintain required balance of IFMS as applicable. The Applicant shall always keep the Company indemnified in this regard.

8. The Applicant agrees to form and join an Association comprising of the Applicant's of the Project/Township for the purpose of management and maintenance of the Project/Township. Only the management and maintenance of Common Area and Common Facilities of the Project/Township will be transferred to the Residential Welfare Association (herein "RWA") on such terms and conditions as the Company would deem fit and proper.
9. The Applicant agrees that the common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
10. The Applicant agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Company or its nominated Maintenance Agency including terms of the Maintenance Agreements.

G. TERMS OF LUCKNOW DEVELOPMENT AUTHORITY (LDA) /OTHER COMPETENT AUTHORITY(IES)

1. The Applicant or its nominees/ agents/ employees etc. shall at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, service tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Township/Plot and building to be constructed thereon by virtue of any notification or amendment in the existing laws (including any levy of any additional charges payable to the LDA/other Competent Authority(ies), any other taxation etc) and/ or any increase therein effected , on pro-rata basis. The Applicant agrees and understands that if such the pro-rata demand is raised as above said on the Applicant, the same shall be payable by the Applicant directly to the concerned government agency / Competent Authority(ies) or department concerned or to the Company as the case may be.
2. The Applicant acknowledges and agrees that the infrastructure facilities / external services to be provided by LDA /other Competent Authority(ies) like water supply network, sewer, storm water drains, roads, and electricity outside the Project are to be connected with the internal services of the Project. The Applicant acknowledges and confirms that the time frame and quality of execution of infrastructure facilities/ external services to be provided by the LDA/other Competent Authority(ies) are beyond the control of the Company and the Applicant agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities/ external services as aforesaid to be provided by the public agencies. The Company has made it clear to the Applicant that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of infrastructure facilities/external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal services within the Project.
3. The Applicant agrees that he/she/they shall always abide by all the terms and conditions of LDA /other Competent Authority(ies), if any in respect of carrying out construction on the Plot.
4. The Applicant agrees that the construction on the Plot shall be carried out by the Applicant in accordance with the approved building plans and specifications as may be approved by LDA or any other competent authority. The cost and expenses to be incurred in approval of plan shall be borne by Applicant.
5. The Applicant understands and agrees to comply with the time frame if any, stipulated by LDA or any other competent authority for getting the construction to be done on the Plot.

Signature of Applicant (s) :

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H. SALE DEED/TRANSFER DEED

1. The Applicant undertakes to execute and get registered the Conveyance /Transfer Deed in respect of Plot within 30 days from the date of intimation by the Company in writing, failing which, the Applicant authorizes the Company to cancel the allotment and forfeit the Earnest Money, interest on delayed payments etc. and refund the balance amount to the Applicant without any interest upon realization of money from re-sale/re-allotment of Plot to any other party.
2. The Applicant agree to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Conveyance/Transfer Deed of the Plot, at the rate as may be applicable on the date of execution and registration of the Conveyance/Transfer Deed including documentation. If the Company incurs any expenditure towards the registration of the Plot, the same shall be reimbursed by the Applicant.
3. The Applicant agrees that prior to execution of Conveyance/Transfer Deed of the Plot he/she/they shall not assign/attorn its interest/rights of allotment, as stipulated herein without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein by the Applicant, upto date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Applicant to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of fee(s) & such other administrative /processing fees/other charges as may be prescribed by the Company from time to time. The Applicant shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of this Agreement to restrict nomination /transfer/assignment of the allotted Plot by any authority, the Company will have to comply with the same and the Applicant has specifically noted the same. If the Applicant is either a Firm or a Company, it has also understood that the change in majority of proprietary interest in Partnership Firm/Company shall require prior approval of the Company and shall be subject to applicable transfer fee/s. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Applicant shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee/s as may be prescribed by the Company.
4. The Applicant agrees that he/she/they for any subsequent transfer of the Plot by way of sale or otherwise, after execution and registration of Conveyance/Transfer Deed, shall obtain "No Dues Certificate" from the Company as per the policy of the Company and /or the Maintenance Agency and on payment of such Administrative Charges as may be prescribed. It is clarified that the terms of this Agreement as well Conveyance /Transfer Deed to be entered with the Applicant shall be binding and applicable upon the subsequent buyer of the Plot.

I. INDEMNIFICATION

The Applicant shall indemnify and keep the Company, its agents, employees, representatives, estate, indemnified against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Applicant and due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department//government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Plot. The Applicant agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

J. SEVERABILITY

The Applicant agrees that if any term/s /-provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the Allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

Signature of Applicant (s) :

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K. FORCE MAJEURE

The Applicant agrees that the Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason/s, which are beyond the control of the Company and could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care and does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non receipt of critical approvals, non-availability of any building material and labour or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, judgment, legislation, decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the Company. It is clarified that the performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay mentioned hereinabove.

L. GENERAL TERMS AND CONDITIONS

1. The Applicant acknowledges that Company shall have the right to raise loan from any bank/financial institution/body corporate by way of mortgage/charge or in any other mode or manner by creating charge/mortgage of the Project/Township along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Plot and (ii) the Plot shall be free from all encumbrances at the time of execution of Conveyance / Transfer Deed.
2. The address given in this Agreement shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. posted at the address given in the Application Form/Allotment Certificate & Agreement shall be deemed to have been received by the Applicant.
3. The Applicant shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Limited" payable at _____ only or as may be directed by the Company.
4. The Applicant shall not be entitled to subdivide the Plot or amalgamate the same with any other Plot/adjoining area. In case of joint Applicant, each Applicant share in the Plot shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
5. The Applicant agrees and undertakes to pay all rates, tax on Project/Township/Plot, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/Township/ Plot as the case may be as assessable or applicable from the date of the allotment. If the Plot is assessed separately the Applicant shall pay directly to the Governmental Authority and if the Plot is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Applicant. Additionally, if any additional taxes, cess by any Government or authorized body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Applicant.
6. The Applicant understands that he/she/they shall have no right and interest in the schools, commercial spaces etc. if any constructed in the Project/Township. Such areas shall be the property of the Company and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Applicant agrees that he/she/they shall have no right to interfere in the operation, management, manner of booking/allotment/sale of such areas to any person/s and as such he/she/they shall not raise any objection in any manner whatsoever in this regard.
7. The Applicant shall carry out construction on the Plot subject to that (i) it shall not cause nuisance, annoyance or cause damage to properties of other occupants in the adjoining areas, (ii) shall not

Signature of Applicant (s):

obstruct/block the common areas of the Project/Township, common amenities/facilities etc of the Project/Township, and (iii) shall not stock construction material on the road or areas adjoining the Plot.

8. The Applicant understands that the Project/Township will be developed/completed in phases and the Company shall also be carrying out extensive development /construction activities for many years in future. Further, the Company shall also be connecting /linking the facilities viz. electricity, water, sanitary/drainage system etc. of additional development /construction in the Project/Township across various phases in the Project/Township, which the Applicant understands and agrees not to raise any objection in this regard at any time whatsoever. The Applicant has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/they due to such development/construction activities or incidental/related activities as well as connecting/linking of facilities etc as above said.
9. The Applicant agrees and undertakes to pay to the Company such amount as may be intimated by the Company towards water and Malba Charges.
10. The Applicant shall at its own cost and expense directly apply for electricity connection of such permissible load as he/she/they may require from the concerned authorities for supply of electricity through Grid subject to its technical viability to the Plot and building to be constructed thereon.
11. The Applicant shall not have any right in any commercial premises, shops, , etc, if any constructed in the Project/Township. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Applicant shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, , etc. to any person/s and also in their operation and management.
12. The Applicant agrees that any unilateral alteration/changes made in this Allotment Certificate & Agreement by him/her/they shall render the Agreement as "null and void" to that extent.
13. The Applicant understands and agrees that in case of breach of any terms & conditions contained herein including his/her/their failure to take possession of the Plot beyond a period of 12 months from the Possession Due Date then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment/Sale deed (as the case may be) of the Plot and take over the possession of the Plot. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Plot in any manner whatsoever at its sole discretion.
14. The Applicant agrees that in case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale /Transfer deed of immovable property in India shall be the responsibility of the Applicant. The Applicant understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Applicant shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Applicant and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Plot in any way and the Company shall issue the payment receipts in favour of the Applicant only.
15. The Applicant agrees that in case of joint Applicant, the Company may, at its discretion, correspond with any one of the Applicant which shall for all intents and purposes be considered as properly served on all the Applicant.
16. The Applicant agrees that in case of any dispute between the co-Applicant, the decision from the competent court shall be honored by the Company.

Signature of Applicant (s) : 1. 2.

17. The Applicant agrees that in case of any conflict between the terms contained herein and the terms/specifications mentioned in Company's sale brochures/CD, walk through, advertisement/s and other sale document/s then the terms contained herein will prevail.
18. The Applicant agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement; Maintenance Agreement etc.

M. JURISDICTION & LAWS OF INDIA

1. The Applicant/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Applicant agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Applicant/s agrees that notwithstanding such relationship/connection, the Applicant/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.
2. The courts at Lucknow shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

I/We have read through the Procedure and indicative Terms & Conditions above and declare to have complete understanding and accept the same and agree to be bound therewith. I/We have sought detailed explanations and clarifications from Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Company, I/we have now signed this application form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of earnest money as may be imposed upon me/us

(Signature of the Applicant)

(Signature of the Co - Applicant)

Name : _____ Name : _____
 Date : _____ Date : _____
 Place : _____ Place : _____

The Allottees acknowledge that in terms of the provisions of GST Act, it has been mutually decided that the Company has already passed on the benefit of input tax credit @ % to him/her/them in respect of the Said Unit as discount in the basic cost of the Said Unit.
 Allottee undertakes that I/we shall not claim any other benefit under GST or any other law at any point of time in future in respect of allotment of the Said Unit.

The Allottee/s hereby confirm that the Company has clarified to him/her/them that in case any term and condition contained herein is found inconsistent or contrary to the provisions of Real Estate (Regulation & Development) Act, 2016 ('RERA') and/or Rules made/to be made thereunder ('Rules'), provision/s of RERA and/or Rules will supersede the same i.e. provisions contained herein stand/will stand amended in accordance with the provisions of RERA/Rules effective from the date of their applicability.



CIN No. : L45202HR1985PLC044265

Corporate Office : 2nd Floor, Eldeco Corporate Chamber -1, (opp. Mandi Parishad), Vibhuti Khand, Gomti Nagar, Lucknow - 226 010.

Ph.: 0522-4039999 Fax : 0522-4039900 E-mail : enquiry@eldecousing.co.in

Regd. Office : S-16, Second Floor, Eldeco Station-1, Site No. 1, Sector-12, Faridabad (Haryana)-121007.

Ph.: 011- 40655000 / 40655100 Fax : 011-40655111 E-mail : contact@eldecoproperties.com Website : www.eldecogroup.com

FM: MK : 61 : 00

Form No : 0160

DATE : 25/10/2013

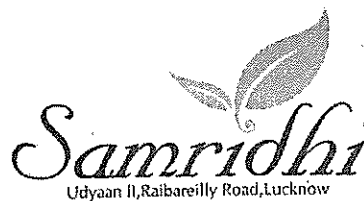
ELDECO

Samridhi

Udyan II, Raibareilly Road, Lucknow

APPLICATION FORM

To,
Eldeco Housing & Industries Ltd.
2nd Floor, Eldeco Corporate Chamber - I, (opp. Mandi Parishad),
Vibhuti Khand, Gomti Nagar, Lucknow.



Subject : Application for allotment of a Villa in the Project namely "_____ " situated at Eldeco Udyan – II, Raibareilly Road, Lucknow.

Dear Sir,

I/We hereby apply for the allotment of Villa as per details given below (hereinafter referred to as "Said Villa"), in your residential Project namely "Eldeco Samridhi" (hereinafter referred to as "Project") situated at Eldeco Udyan – II, Raibareilly Road, Lucknow (hereinafter referred to as "Colony") being developed by Eldeco Housing and Industries Ltd (hereinafter referred to as "Company").

I/We request for allotment of the Said Villa in the Project, as per terms and conditions of the offer for allotment of the same, and on payment of the basic price thereof in accordance with the (A) Down Payment Plan (B) Construction Linked Payment Plan. In the event of Company agreeing to allot Said Villa to me/us, I/we agree to pay installments/Down Payment of basic price and all other charges as stipulated in this Application, Allotment Certificate & Agreement, and Maintenance Agreement etc. and as per the payment plans explained to me/us by the Company. I/We have understood the same and have agreed to abide by the same.

I/We are fully aware that the allotment of Said Villa is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/ withdraw the offer without assigning any reasons thereof. In case of rejection of application and /or withdrawal of offer, Company will only be liable to refund the application money without any interest/penalty/ damages/costs etc.

I/We have clearly understood that this application does not constitute any offer of allotment or allotment or an Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Said Villa notwithstanding the fact that the Company may have issued a receipt in acknowledgment of the money tendered with this application. I/We are making this application with the full knowledge that the development work of Colony is under process. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot Said Villa applied for, I/We would like to have refund of the amount deposited without any interest/penalty/damages/costs etc.

I/We further undertake to sign & execute Allotment Certificate and Agreement; Maintenance Agreement etc. as and when desired by the Company on Company's standard format and abide by the terms and conditions stipulated therein. I/We, in the meantime have studied and signed the indicative Terms and Conditions of the Allotment attached to this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment plan, opted by me/us in respect of the Said Villa as well as amount payable under the Maintenance & Other Agreements etc. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the Company to cancel the Allotment and forfeit the Booking Amount/Earnest Money, for which I/We shall raise no objection of any kind and as such the Company may allot the Said Villa to anyone else or do as it deem fit.

I/We have made this application for allotment of Said Villa with full knowledge of and subject to all the Acts/laws/ notifications and rules applicable to the Colony in general and Said Villa in particular which have been explained by Company and understood by me/us.

Please find enclosed herewith a sum of Rs. _____ (Rupees _____)
in cash/cheque/draft no. _____ dated _____ drawn on _____
being the booking amount.

I/We have perused the price list and agree to pay the installments/payments as stipulated/demanded by the Company as per (A) Down Payment Plan (B) Construction Linked Payment Plan, opted by me/us and as per the terms and conditions of allotment.

MY/OUR PARTICULARS ARE AS BELOW:

Applicant's name: _____

Father's/Husband's/Director/Partner/Authorized Signatory name: _____

Co-applicant's Name: _____

Father's/Husband's/Director/Partner/Authorised Signatory name: _____

Mailing address: _____

Tel.:(R) _____ (o) _____ Mobile: _____ email: _____

Office address: _____

Permanent address: _____
Name/address of Guardian (in case of minor): _____
Relationship with Minor: _____
Income Tax PAN No/GIR No/Form 60.: _____
First applicant: _____
Second applicant: _____
Residential Status: Resident/Non Resident Indian/People of Indian Origin.
Identification Proof: Copy of Passport/Election Card/PAN Card/other _____

VILLA DETAILS

Allotment No. _____ Villa No. _____ Type of Villa _____
Plot Area _____ sq mtrs. (_____ sq ft.) Category _____
Constructed Area _____ sq mtrs. (_____ sq ft.) Preferential Location _____
Basic Cost: Rs. _____ Service Tax: Rs. _____ Cost (PLC): Rs. _____ Service Tax: Rs. _____
Total Basic Cost of Villa: Rs. _____ Service Tax: Rs. _____
Payment plan: Down Payment Plan (Plan A)/Construction Linked Payment Plan (Plan B)

Signature: _____ Applicant: _____
Co-applicant: _____
Signature of Guardian (in case of minor): _____

DECLARATION:

I/we the aforesaid Applicant(s) do hereby declare that my/our application for allotment is irrevocable and that the particulars given above are true and correct and nothing has been concealed there in. In case of any false or misleading information provided by us, the Company shall be entitled to reject the application/cancel the allotment and forfeit the amount deposited by us. Further, I/We hereby undertake to inform the Company of any change in the above information, till the Said Villa is allotted or is duly registered in my/our name(s), and understand that any failure on my/our part to do so will give the absolute right of rejection of application to the Company and forfeiture of the amount deposited by me/us.

Yours faithfully,

(Signature of the Applicant)

Name: _____
Date: _____
Place: _____

(Signature of the Co Applicant)

Name: _____
Date: _____
Place: _____

NOTE

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Please (✓) tick wherever applicable
4. Use additional Sheets, if necessary.
5. In case the cheque comprising booking amount is dishonored due to any reason, the Company reserves the right to cancel the booking without giving any notice to the Applicant(s).
6. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution duly attested by a First class Magistrate/Notary Public.

FOR OFFICE USE ONLY

Mode of booking: Direct/Agent _____
Location booked: _____ Date of booking: _____
Dealing executive: _____ Checked/verified by: _____

PROCEDURE AND TERMS & CONDITIONS

The following terms and conditions of allotment are indicative with a view to make the Applicant(s) fully aware regarding financial terms, nature of title/ownership and other aspects of the Colony qua the Villa. These terms and conditions will also be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement etc. and the Applicant(s) is required to sign the same at appropriate time in the prescribed format of the Company, and as & when required by it.

DEFINITIONS

"Basic Infrastructure Work" shall mean the internal roads connecting the Said Villa to the public road, provision of Sewer line/ Water supply line/ Electricity line/ Storm water drains outside the Said Villa.

"Common Areas" means the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to be provided by the Company in the Colony as per sanctioned lay-out.

"Common Facilities" include the main gate, street lighting, security system, sewer system, water supply system, drainage system and any other system for common usage of all Allottee/s of the Colony.

"Chowkidari/Safe Keeping Charges" means the charges towards guarding the Said Villa against encroachments/trespassing by the third party(ies), in case Allottee(s) fails to take actual & physical possession of the Said Villa after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Said Villa's construction.

"Colony" means a residential township "Eldeco Udyan II, to be developed by the Company at Raibareilly Road, Lucknow consisting of villa/s, residential apartment building, commercial premises, etc. and any other building as may be approved by the Lucknow Development Authority ("LDA").

"Earnest Money" means an amount equivalent to 20% of the Basic Price of the Said Villa.

"Holding Charges" means the administrative expenses of the Company to hold the Said Villa, if the Allottee(s) fails to take actual & physical possession of the Said Villa after expiry of 30 days from the date of offer of possession.

"Malba Charges" means the charges to be incurred by the Company towards removal of the debris and other construction material that may be dumped by the Allottee(s) within the Colony and/or are adjoining the Said Villa, while carrying out additional construction thereon.

"Prime/Preferential Location" means Villa(s) facing or abutting green areas and roads wider than 12 mtrs, and corner Villa(s) and any other location as may be specified/designated as Prime/Preferential Location by the Company.

"Person" means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

"Project" means the villa/s to be developed by the Company under the name and style of "Eldeco Samridhi" within the Colony.

1. ALLOTMENT

1. The allotment of Said Villa will be on the basis of Application Form, wherein, applicant(s) has/have indicated the location, size & type of the Villa required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favoring "Eldeco Housing and Industries Ltd" payable at Lucknow.
2. In case of application made under Power of Attorney (POA) or by limited companies, bodies corporate, trusts, etc., a certified copy of the POA and/or Board Resolution / the relevant authority letter, as the case may be, and a certified copy of the Memorandum and Articles of Association and/or bye-laws, where applicable must be lodged separately unless specifically agreed in writing, with or without such terms & conditions as the Company may deem fit..
3. It is only after applicant(s) signs and executes the Allotment Certificate & Agreement on the Company's standard format agreeing to abide by the terms and conditions laid down therein; the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, due to any reasons whatsoever then Allotment shall automatically be treated as cancelled and the Booking Amount/Earnest Money paid by applicant/Allottee(s) shall stand forfeited. Further, this allotment will be automatically cancelled, if the booking amount cheque is not realized on its presentation with Bank.
4. The Applicant(s) has/have applied for the Said Villa with full knowledge of all the laws, rules, regulations, notifications, etc.,

Signature of Applicant(s) : 1.

2.

applicable to the Colony and in particular the terms and conditions of allotment of the Villa by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof & there will be no further investigation or objection by applicant(s) in this respect.

5. The Applicant(s) acknowledges that the Company has provided all the information, documents and clarifications as required by the Applicant(s) and that the Applicant(s) is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Colony is being developed, and have understood all limitations and obligations of the Company in relation thereto. The Applicant(s) has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Said Villa and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Application Form and this Application Form is self contained and complete in itself in all respects.
6. The Company's sale brochures/ CD Walk Through/ Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications etc.
7. The final allotment is entirely at the discretion of the Company and the Company has the right to reject any application without assigning any reasons thereon.

C. PAYMENTS

1. (a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules is not paid when it becomes due, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee(s) and the allottee(s) shall have no lien on the Said Villa. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Said Villa in case the Said Villa has not been allotted to some one else. In such a situation an alternate Villa, if available, may be offered in lieu of the same.
- (b) It is clarified that in default case, if part payment is received from Allottee(s), such payment will be first adjusted against the interest on delayed payments till date and then sequentially against the earliest payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.
- (c) The refund after deduction of Earnest Money and adjustments of interest accrued on delayed payments, if any, shall be out of the sale proceeds from the re-allotment of the Said Villa. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee(s).
- (d) The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Allottee(s) in case of dishonor of his/her cheque. The Allottee(s) shall be responsible for the delay caused due to such reasons.
2. (a) For Villas at Prime/Preferential Location, Prime/Preferential Location Charges (hereinafter referred to as "PLC"), as applicable, shall be payable by the Allottee(s).
- (b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Said Villa ceases to be in a Prime/Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to any change in the layout plan, the Said Villa becomes located at Preferential Location, then the Allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.
3. In case Allottee(s), at any time, requests for cancellation of the allotment of Said Villa, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Said Villa (as applicable then), upon its re-allotment to any person(s), is received. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee(s).

Signature of Applicant(s) :

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4. In-case the Allottee(s) wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Said Villa, the Company shall facilitate the process subject to the following:
 - a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provisions contained in Clause C 1 as above.
 - c) In case of default in repayment of dues of the financial institution/agency by Allottee(s), the Allottee(s) authorize the Company to cancel the allotment of the Said Villa and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to Allottee(s). Upon such cancellation, the allottee(s) shall have no right, interest, lien in the Said Villa. The refund to the employer/ financing institution/agency and the Allottee(s) (after deductions/adjustments amounts as aforesaid) shall be governed by the provisions provided in Clause C 1 above.
 - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee(s) request subject to up-to-date payments of all dues.

D. COMPLETION/CONSTRUCTION OF VILLA

1. The construction of Said Villa is likely to be completed within _____ months with a grace period of 6 (six) months subject to the receipt of requisite building/revised building plans/ other approvals & permissions from the concerned authorities; Force Majeure Conditions (defined hereinafter) ; restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors/work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee(s) in accordance with the terms herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.
2. In case the Said Villa is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee(s) for any reason, whatsoever, beyond its control, the Company may offer an alternate Villa approximately of the same type/specification and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Villa, the Company may refund only the actual amount received from the Allottee(s) till then and shall not be liable to pay any damages/compensation or interest to the Allottee(s), whatsoever. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Villa or alternate Villa.
3. The Allottee(s) acknowledges that subject to the terms and conditions of this Application Form/Allotment Certificate & Agreement, in case of any delay (except for Force Majeure conditions, and conditions as mentioned in clause D1) by the Company in completion of construction of the Said Villa and consequently there is delay in offer of possession of the Said Villa, the Company shall pay suitable compensation @ Rs. 5.00/- (Rupees five) per sq. ft of the plot area of the Said Villa per month or any part thereof only to the first named Allottee and not to anyone else till the date of FDN provided the Allottee(s) is not in default/breach of the terms and conditions set out in the Allotment Certificate & Agreement. The Allottee(s) agrees and confirms that the compensation herein is mutually negotiated and is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of sale deed of the Said Villa, to the Allottee(s) first named.
4. The Company, if for any reason(s) including but not limited to abandoning of the Colony and/or non sanction of the lay-out plans/building plan, as the case may be, is not in a position to finally allot/transfer the Said Villa applied for; then Allottee(s) authorizes the Company to refund the entire amount paid by Allottee(s) without any interest and consequently the Allottee(s) shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Said Villa and in the Colony. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Villa or claim any other damages/compensation on this account.
5. The final Plot area and the Built-up area of the Said Villa will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the Plot/Built-up area varies upto 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Said Villa and in case Plot/Built-up area varies beyond 10% then the current rate shall be applicable on the entire varied area. It is clarified that neither party is liable to pay the any interest on amounts so calculated which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party.

Signature of Applicant(s): 1. 2.

- The Allottee(s) agrees to deliver to the Company written consent or objections to the area variation within thirty (30) days from the date of intimation by the Company. In case the Allottee(s) does not send his/her/their written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his/her/their non-consent/objections to such variation then in such case alone the Company may at its sole discretion decide to cancel the Allotment Certificate & Agreement without further notice and refund the entire money received from the Allottee(s) without interest. Upon the decision of the Company to cancel the allotment of Said Villa, the Company shall be discharged from all its obligations and liabilities under the Allotment Certificate & Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Said Villa. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money.
6. The built-up area of the Said Villa shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Villa. Built-up-area will include 100% of balcony area, 100% of that part of the terrace area which is covered by projection at slab level, and 50% of all projections.
 7. (a) The layout plan in respect of the Colony/project as shown in the sales literature may be revised at the discretion of the Company without any objection from the Allottee(s). The lay-out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, Plot/Built-up area of the Said Villa is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.
(b) The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to popular demand or for reasons of overall betterment of the Colony/project/Said Villa or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard from the allottee(s).
(c) The Allottee(s) acknowledges that the Colony/project is under construction and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas, as the Company may deem fit in its sole discretion in the interest of the Colony/Project/Said Villa or if the same is required by the concerned authority.
 8. Service Tax on Said Villa/PLC/Other Charges and/or construction/development of the Colony/project/Said Villa will be separately and proportionately borne by the allottee(s) over and above Basic Price. The service tax as mentioned in the allotment certificate & agreement is subject to change in case of any revision in service tax by Central Government.
 9. The Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Said Villa shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Said Villa.
 10. Extra cost towards the following facilities if provided shall be payable by allottee:-
 - i) Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the Allottee(s) proportionately.
 - ii) Expenditure on the provision of telephone system, security system, LPG piped gas system, intercom system or any other common facility/service provided by the Company shall be proportionately borne by the Allottee(s).
 - iii) The cost of External Electrification of the Colony, which includes proportionate cost of sub station, cost of deposits/charges paid to the authorities, cost of external supply cables, cost of transformer, main electrical panel and cost of cables up to the Said Villa shall be paid by the Allottee(s) on proportionate basis.
 11. The Company's responsibility to rectify any construction defect in the Said Villa is restricted only for period of one year from the Possession Due Date (defined below) of the Said Villa. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Allottee(s) due to such defects. Provided further that if any defect is found to have been caused due to negligence of the Allottee(s) or his/her/their agent(s) or due to Force Majeure Conditions (defined hereinafter), then the Company shall not be liable for the same.
 12. The Allottee/s agrees that the construction cost component as included in the cost of the Said Villa will be based upon the market rate of construction as applicable on the date of allotment. Any variation in the cost of materials/labour/s etc. during the course of construction, as determined by the CPWD/Govt. of India cost index, shall be borne by the Allottee/s on pro-rata basis. The construction cost component of the Said Villa is deemed to be Rs. ____/- (Rupees _____) per sq. ft. of the Super built-up area.

Signature of Applicant(s) :

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E. POSSESSION

1. Upon the completion of construction of the Said Villa excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee(s). Final Finishing means & includes painting, polishing (internal & external), fixing of CP fitting, fixtures, electrical switches, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee(s) that the Final Finishing of the Said Villa will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.
- 2 (a) The possession of the Said Villa will be given after execution of Transfer/Sale Deed, subject to (a) Force Majeure Conditions, and, (b) Payment of all the amounts due and payable by the Allottee(s) upto the date of such possession including Lump sum Deposit for Maintenance (defined hereinafter), IFMS, Monthly Recurring Maintenance Charges (defined hereinafter), MRMC (defined hereinafter), stamp duty and other charges etc. to the Company.
(b) The Allottee(s) has to make up- to- date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, The Allottee(s) has to take possession of the Said Villa within 60 days of the written offer of possession or Final Demand Notice (hereinafter referred to as "Said Period") from the Company failing which the Said Villa will lie at the risk & cost of the Allottee(s). In other words, possession of the Said Villa shall become due on the date of expiry of the Said Period (hereinafter referred to as "Possession Due Date"). The Allottee(s) understands & agrees that the IFMS, MRMC Holding charges, Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession which ever is earlier, whether or not the Allottee(s) takes possession of his/her/their Said Villa.
(c) In the event of Allottee(s) fails to take over the possession of the Said Villa beyond 3 (three) months from the Possession Due Date, then besides the levy of applicable Holding charges, Chowkidari charges, IFMS, MRMC, other charges etc. the Said Villa will be handed over to the Allottee(s) on "as is where is" basis. The Allottee(s) further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.
3. The Allottee(s) upon taking possession of the Said Villa the Allottee(s) shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Villa against the Company and shall be entitled to use and occupy the Said Villa for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee(s) has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favour.
4. In case of Allottee(s) failure to take possession of the Said Villa after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs. 5 per sqft. per month and Chowkidari/Safe Keeping Charges @ Rs. _____ per sqft. per month respectively of the Plot Area of the Said Villa till the date of actual possession of the Said Villa.
5. The Allottee(s) agrees and undertakes to sign the standard format of Possession document(s), Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee(s) shall pay charges towards insurance, IFMS, MRMC, stamp duty and other charges etc. at the time of offer of possession/FDN.
6. The possession date of the Said Villa as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment(s) and other charges under various heads mentioned herein shall become due immediately.
7. The Allottee(s) shall pay in respect of his/her/their Said Villa all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro-rata basis from the Allottee(s).
8. The Company may provide additional facilities in the Colony/Project like communication/intercom system, broad band, cable TV and any other facility/ies etc. on extra payment and the same shall be proportionately borne by the Allottee/s.

F. MAINTENANCE

1. On completion of Basic Infrastructure Work or offer of possession or deemed possession of Said Villa, whichever is earlier, an Interest-Free Maintenance Security (IFMS) toward the maintenance and upkeep of the Said Villa/Project shall be payable by the Allottee/s to the Company. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 15 days from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his/her Said Villa. In case of delay in payment of IFMS within this period, interest @18% p.a. shall be charged for the period of delay.

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2. The Allottee(s) upon offer of possession agrees to enter into a maintenance agreement with the Company or any association / body of Villa owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as "the Maintenance Agency") from time to time for the maintenance and upkeep of the Colony. However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of the Said Villa, as aforesaid, the Allottee(s) agrees to pay to the Company or its maintenance agency, Maintenance Charges/IFMS to be determined at the said time on the basis of size of the Said Villa. The Allottee(s) understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee(s).
4. The Allottee(s) is liable to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact whether the allottee(s) is in occupation of the Said Villa or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. In case of failure of the Allottee(s) to pay the Maintenance Charges on or before the due date, the Company shall have the right to recover the same from the IFMS. However, in such a case interest @ 18% p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Company / Maintenance Agency in addition to levy of interest @ 18% p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Company/ Maintenance Agency /Allottee's Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer etc. and debarment from usage of any or all common facilities within the Colony. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
6. The Company/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottee/s Association or for a period of 3 year from the date of offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of three years from the date of offer of possession as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Commercial Complex even after the said period of Three years (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association. Further, it is clarified & understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.
7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas/facilities, adjoining Plot/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
8. It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Colony.
9. The common lawns and other common areas in the Colony/project shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.

Signature of Applicant(s) : 1.

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10. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
11. The maintenance of Said Villa including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee(s) from the date of possession or Possession Due Date, whichever is earlier.

G. TERMS OF LUCKNOW DEVELOPMENT AUTHORITY (LDA)/ OTHER COMPETENT AUTHORITY(IES)

1. The Allottee(s) shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Colony/project/Said Villa or any construction carried thereon by virtue of any notification or amendment in the existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to LDA/Other Competent Authority(ies) or any other taxation, on pro-rata basis.
2. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Colony to be connected to the internal services are to be provided by LDA/Other Competent Authority(ies). The Allottee(s) acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/LDA/other Competent Authority(ies) in the Colony are beyond the control of the Company and the Allottee(s) agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee(s) that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Colony.
3. The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of LDA and/or competent authority (ies), if any in respect of the Colony/Project /Said Villa.
4. The Allottee/s agrees and understands that all the terms and conditions of LDA of allotment/development of Plot on which the Colony/Project/ Said Villa is to be developed shall be mutatis mutandis binding upon him/her/them.
5. The Allottee/s are permitted to carry out any additional construction on the Said Villa at its own cost and expenses subject to (i) approval of building plans and specifications by LDA/other competent authorities, (ii) issuance of No Objection Certificate and payment of prescribed charges by/to the Company, (iii) additional construction shall be raised only to the extent as may be permissible on independent residential Plot and (iv) the cost of getting the plans approved for construction / additional construction shall be borne by the Allottee/s. If any such cost against approval of future construction has been paid by the Company, the same shall be reimbursed by the allottee whether or not the allottee actually goes for such additional construction.

H. SALE DEED/TRANSFER DEED

1. The execution of Transfer/Sale Deed of Said Villa shall be subject to up to date payment of all the amounts due and payable by the Allottee(s) including IFMS, Maintenance Charges & stamp duty and other charges etc. to the Company. The Allottee(s) undertakes to execute and get registered the Transfer/Sale/ Conveyance deed in respect of the Said Villa within 30 days from the date of intimation by the company in writing, failing which, Allottee(s) authorize the Company to cancel the allotment and forfeit the Earnest Money, delayed money interest, Holding charges, Chowkidari charges or any other due etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from re-sale/re-allotment.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sale/ Conveyance Deed of the Said Villa, at the rate as may be applicable on the date of execution and registration of the Transfer/Sale/Conveyance Deed including documentation will be borne by the Allottee(s) only. If the Company incurs any expenditure towards the registration of the Said Villa, the same will be reimbursed by the Allottee(s).
3. Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee(s) without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee(s), up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of

Signature of Applicant(s) :

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allotment to restrict nomination / transfer / assignment of the allotted Said Villa by any authority, the Company will have to comply with the same and the Allottee(s) has specifically noted the same. If the Allottee(s) is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/company will require prior approval of the company and shall be subject to applicable transfer charges. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee(s) shall be construed as "Transfer" & shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company.

4. For any subsequent transfer of the Said Villa by way of Sale or otherwise by the Allottee(s), after execution and registration of Sale Deed in his/her/their favour, the Allottee shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and payment of such Administrative Charges as may be prescribed, as the case may be.

I. INDEMNIFICATION

The Allottee(s) shall indemnify and keep the Company, its agents, employee(s), representative(s), estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damage or suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee(s) and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Said Villa. The Allottee(s) agrees to pay such losses on demand that the company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

J. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of this agreement and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution of this agreement.

K. FORCE MAJEURE

The Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason(s) which are beyond the control of the Company/ could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care/ does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder; including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the company.

L. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the allottee(s).
2. The Allottee(s) acknowledges that the Company shall have the right to further raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the Colony / Said Unit, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Said Villa and (ii) the Said Villa shall be free from all encumbrances at the time of execution of Sale Deed.
3. The Allottee(s) shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Housing & Industries Ltd." payable at Lucknow or as may be directed by the Company.
4. The Allottee(s) shall not use or allow to be used the Said Villa for any purpose other than residential or any activity that may cause nuisance to other allottee(s) in the Colony. In Case the Allottee(s) desires to carry out any additional construction/modification/alterations, in the structure/building of the Said Villa, the same shall be made, at his/her/their own cost & expenses, in accordance with the sanctioned plans/revised sanctioned plans and in accordance with building bye-laws and other applicable laws.
5. The Allottee(s) shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the common areas, common amenities/facilities etc.

Signature of Applicant(s) :

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6. Upon the Allottee(s) taking possession or after Possession Due Date of the Said Villa, the Allottee(s) shall have no claim against the Company in respect of any item or work in the Said Villa or for any design, area, specifications, location, building materials used or for any other reason, whatsoever and he/she/they shall be entitled to the use and occupy of the Said Villa for residential purposes without any interference but subject to the terms and conditions, contained herein.
7. The Allottee(s) shall not be entitled to subdivide the Said Villa or amalgamate the same with any other Villa/adjoining area without written consent of the Company. In case of joint Allottees, each Allottee's share in the Said Villa shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
8. The Allottee(s) will have to pay all rates, tax on Colony/Project/Said Villa, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Colony/Project/Said Villa as the case may be as assessable or applicable from the date of the allotment. If the Said Villa is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Villa is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorised body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Allottee(s).
9. The Allottee(s) acknowledges that he/she shall, on taking possession or Possession Due Date of the Said Villa, have no right to object to the Company constructing or the construction done by other Allottee(s) in a reasonable manner, adjoining the Said Villa. The Allottee(s) shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.
10. The Company has made clear to the Allottee(s) that the Colony will be developed and completed in phases and the Company shall be carrying out extensive development /construction activities for many years in future in the Colony and shall also be connecting /linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development /construction with the existing ones in the Colony. The Allottee(s) has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/they due to such development/construction activities or incidental/relating activities as well as connecting/linking of amenities/facilities etc as above said. The allottee(s) also consents that if due to additional construction/development the green area etc gets reduced then he/she/they shall not raise any objection/claim in this regard against the Company.
11. The Allottee(s) shall not have any right in any commercial premises, shops, community centre etc, if any constructed in the Colony. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee(s) shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centre, club etc. to any person(s) and also in their operation and management.
12. The Allottee(s) shall get exclusive possession and title of the Said Villa Allotted herein through Sale/Transfer deed. The Allottee(s) shall have no right, interest & title in the remaining part of the Colony such as Park etc. except the right of usage of common passage/roads/Common Areas, as defined herein above, and carved out in the Colony as per sanctioned lay out plan.
13. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. cable, intercom, gas supply, satellite/cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Project. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
14. The Allottee(s) acknowledges that in case of breach of any terms & conditions contained herein then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment (as the case may be) of the Said Villa and take over the possession of the Said Villa. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Said Villa in any manner whatsoever at its sole discretion.

Signature of Applicant(s) :

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15. The Allottee(s) acknowledges that any alteration/changes made in the Application/Allotment Certificate & Agreement by him/her/them shall render this Application/Allotment Certificate & Agreement as "null and void" to that extent.
16. The Allottee(s) agrees & understands to pay to the Company amounts as may be intimated by the Company towards Malba Charges, water charges, water & sewer connection charges, External Electrification charges, Administrative Expenses etc.
17. In case of application(s) with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed to have been made and communicated to other co allottee.
18. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment(s), modification(s) made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer deed of immovable property in India shall be the responsibility of the Allottee(s). The Allottee(s) understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Company Shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & agreement, allotment of the unit in any way and the Company shall issue the payment recipes in favor of Allottee(s) only.
19. In case of any dispute between the co-allottee(s), the decision from the competent court shall be honored by the Company.
20. The Company's sale brochures/CD walkthrough, advertisement(s) and other sale document(s) are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specification.
21. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s), other sale document(s) and application form, then the terms contained herein will prevail.
22. The Allottee(s) will have to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
23. All or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator. The courts at Lucknow shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto.
24. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.

I/We have gone through the terms and condition with regard to allotment of Said Villa in the Colony/project, including my rights and liabilities arising out of allotment of Said Villa applied for, including regulations to the right of usage of Said Villa applied for as also explained and detailed by the Company. After due contemplation and careful consideration with undertaking to abide by the stipulated terms as above I/We hereby tender this application form under my/our signatures for allotment of Said Villa in the Project/Colony as above.

The Allottees acknowledge that in terms of the provisions of GST Act, it has been mutually decided that the Company has already passed on the benefit of input tax credit @ % to him/her/them in respect of the Said Unit as discount in the basic cost of the Said Unit.

Allottee undertakes that I/we shall not claim any other benefit under GST or any other law at any point of time in future in respect of allotment of the Said Unit.

The Allottee/s hereby confirm that the Company has clarified to him/her/them that in case any term and condition contained herein is found inconsistent or contrary to the provisions of Real Estate (Regulation & Development) Act, 2016 ('RERA') and/or Rules made/to be made thereunder ('Rules'), provision/s of RERA and/or Rules will supersede the same i.e. provisions contained herein stand/will stand amended in accordance with the provisions of RERA/Rules effective from the date of their applicability.

Signature of Applicant(s) :

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