

## APPLICATION FORM

To,

**Eldeco Housing and Industries Limited** (hereinafter referred as “the Promoter”)

Eldeco Corporate Chamber – I, 2<sup>nd</sup> Floor,

Opp. Mandi Parishad, Vibhuti Khand, Gomti Nagar,

Lucknow-226010

Dear Sir,

I/We, the said “Applicant/s” say and declare as follows that:

- 1) The Applicant/s is aware that Lucknow Industrial Development Authority (herein “**LIDA**”) has granted license/permission under the Integrated Township Policy on land admeasuring approx. 43.3 acres situated at Bijnore Road, Lucknow, Uttar Pradesh (herein referred to as the “**Total Land**”) to M/s Eldeco Housing and Industries Ltd. (“Promoter”) for the purpose of construction and development of Township.
- 2) The Total Land is being developed under the name and style of “**Eldeco Shaurya**” (herein “**Township**”) in a planned and wise manner as per the Layout Plan approved by Lucknow Industrial Development Authority (“**LIDA**”) vide Permit no. 1213-1215, dated 08/10/2013 and Permit No 424 dated 2/11/ which inter – alia includes plotted development, independent built-up Villas, commercial spaces, schools, parks, utilities and common services and facilities therein.
- 3) The Promoter is now developing a commercial complex on the land admeasuring 2250 sq mtrs under the name of “**Eldeco Shaurya Arcade**” at the Township (“**Project**”) forming part and parcel of Total Land (hereinafter referred as “**Project Land**”) comprising of 52 number of commercial units duly approved by LIDA vide Permit dated 12.02.2021 having no 1977, more particularly demarcated in the plan annexed hereto in **Schedule A**.
- 4) The Project Land is owned by M/s Samarpit Constructions Private Limited (hereinafter referred as ‘Landowner’) vide Sale Deed dated \_\_\_\_\_ registered at the office of the Sub-Registrar \_\_\_\_\_ vide Book No – \_\_, having Serial Number \_\_, Jild No. \_\_ at pages \_\_ to \_\_. The Land owner, the Promoter along with other land owners of the Total Land have entered into a Consortium Agreement(s), which is duly registered at the office of the concerned Sub-Registrar, Lucknow. The date and registration detail of the sale deeds in favor of the Landowner as well as the aforesaid Consortium Agreement(s) is described in **Schedule B**.
- 5) It is clarified that the Project is an independent but all phases of the Township are integral and indivisible part of the Township as such their services and facilities viz, drainage, sewer and sewer treatment etc. are inter linked with each other.
- 6) The Promoter intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) in accordance with the applicable laws, as part of the Project.
- 7) The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on \_\_\_\_\_ vide registration bearing no. \_\_\_\_\_.
- 8) The Applicant/s vide this application (“**Application**”) hereby applies for booking of a commercial apartment/convenient shop in the Project as detailed in **Schedule C** (hereinafter referred to as “**Commercial Apartment**”) along with pro rata share in common areas as identified by the Promoter which includes staircase, toilets, circulation areas etc abutting to the commercial apartments (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and as may be declared in deed of declaration to be submitted before the concerned authority whose floor plan is annexed hereto as **Schedule --**. The Total Price of the Commercial Apartment is as specified in **Schedule D** and the specifications of the Commercial Apartment are attached herewith as **Schedule E**.
- 9) The Promoter has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications applicable to the Commercial Apartment. The said Approvals are available at site and Head office of the Promoter.
- 10) The Promoter has informed the Applicant/s that it will be entitled to use the Common Areas of the Project on such terms and conditions as may be stipulated by the Promoter or Maintenance Agency or Association of allottees which will be comprising of all the allottees of the Project (herein “**Association**”). It is clarified that the Applicant(s)/occupants of the Project shall not be entitled to use common areas of the Township including the Club situated in the Township.
- 11) The Applicant/s is fully aware of all the legal formalities with respect to the right; title and interest of the Promoter regarding the Total Land on which Township is to be developed have been completed.
- 12) The Applicant/s acknowledges that at the time of submitting and executing this Application by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule D**. The detailed payment schedule and list of other charges is provided in **Schedule D**.
- 13) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the Commercial Apartment and understood the rights and obligations detailed herein.
- 14) The Applicant/s hereby confirms that he/she/they are signing this Application with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Township.
- 15) By signing this Application form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Schedule F** (General terms & conditions).
- 16) The Applicant understands and agrees that he/she/they shall execute and register the Agreement to Sell in case of Commercial Apartment is allotted to him/her/they within 30 days from the date of intimation of allotment. In case the Applicant fail to execute and register the Agreement to Sell as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 17) The Applicant/s confirms that they have chosen to invest in the Commercial Apartment after exploring all other options of similar properties available with other Promoters/ promoters and available in re-sale in the vast and competitive market in the

- vicinity and further confirm that the Commercial Apartment is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the Commercial Apartment in the Project.
- 18) The Applicant/s agrees and undertakes that he /she/they shall not hold the Promoter and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) nor make any claims/demands on the Promoter and/ or any of their sister concerns or affiliates with respect thereto.
- 19) The Applicant/s hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/her/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application.
- 20) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

#### DECLARATION

I/We have read through the Application Form and Indicative General Terms & Conditions (Schedule F) and declare to have complete understanding and acceptance of the same and I/we agree to be bound therewith. I/We have sought detailed explanations and clarifications from Promoter and the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Promoter, I/we have now signed this Application Form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of money as may be imposed upon 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 dishonoured due to any reason, the Company reserves the right to terminate 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.

#### FOR OFFICE USE ONLY

Mode of booking: Direct / Agent \_\_\_\_\_

Location booked: \_\_\_\_\_

Dealing executive: \_\_\_\_\_

Date of booking: \_\_\_\_\_

Checked / verified by: \_\_\_\_\_

FIRST APPLICANT			
1.	Name	:	

2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
6.	Gender	:	Male _____ Female _____ Other _____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No (Mandatory)	:	
10.	Aadhar No. (Optional)	:	
11.	Residential Status <sup>#</sup>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin (PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
14.	Correspondence Address	:	
15.	Permanent Address	:	_____ Tick if same as Correspondence address

**In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.**

**Bank account details for refund [in case of non-allotment of the Commercial Apartment or any other reason]**

**Name of account holder:** \_\_\_\_\_

**Bank account number:** \_\_\_\_\_

**Bank name:** \_\_\_\_\_

**Branch location:** \_\_\_\_\_

**City:** \_\_\_\_\_

**MICR Code:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_

	SECOND/JOINT APPLICANT	
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1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
6.	Gender	:	Male _____ Female _____ Other _____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No (Mandatory)	:	
10.	Aadhar No. (Optional)	:	
11.	Residential Status <sup>#</sup>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
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**City:** \_\_\_\_\_

**MICR Code:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_

Sr.	COMPANY AS AN APPLICANT
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<b>no.</b>			
<b>1.</b>	<b>Name of Company Public/Private/Limited/Listed</b>	:	
<b>2.</b>	<b>Date of incorporation</b>	:	
<b>3.</b>	<b>Correspondence Address</b>	:	
<b>4.</b>	<b>Registered Address</b>	:	
			Tick if same as correspondence address
<b>5.</b>	<b>Name of the authorised contact person</b>	:	
<b>6.</b>	<b>Phone</b>	:	(Work) (Mobile)
	<b>Fax</b>	:	
<b>7.</b>	<b>Email</b>	:	_____@_____
			I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
<b>8.</b>	<b>Promoter PAN Card (Mandatory)</b>	:	
<b>9.</b>	<b>Corporate Identification Number (CIN)</b>	:	
<b>10.</b>	<b>Director Identification Number (DIN)</b>	:	

The Applicant/s shall mean and include his/her/their/heirs, executors, administrators, successors and legal representatives. In case of joint Applicant/s all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address as given in the Application Form which shall for all intents and purposes be considered as properly served on all the Applicant/s.

**In case of more than one joint applicant, please use extra the sheet enclosed herewith at the end of the docket.**

**Bank account details for refund [in case of non-allotment of the Commercial Apartment or any other reason]**

**Name of account holder:** \_\_\_\_\_

**Bank account number:** \_\_\_\_\_

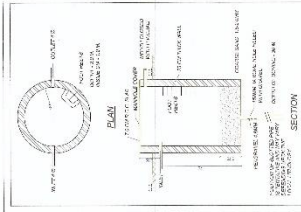
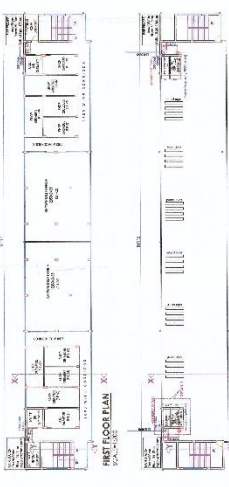
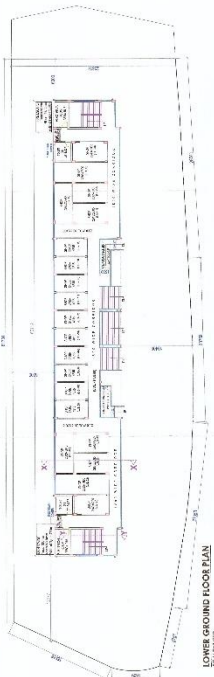
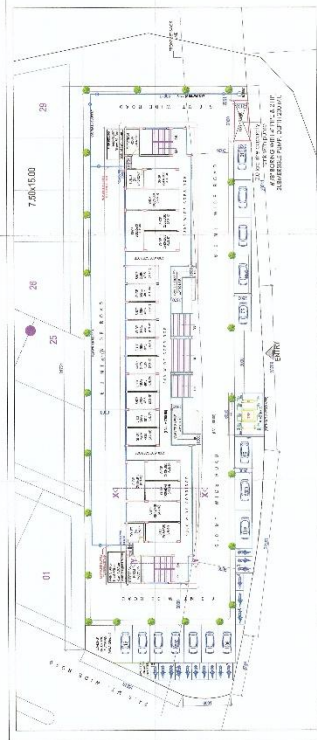
**Bank name:** \_\_\_\_\_

**Branch location:** \_\_\_\_\_

**City:** \_\_\_\_\_

**MICR Code:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_



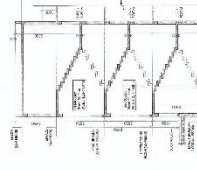
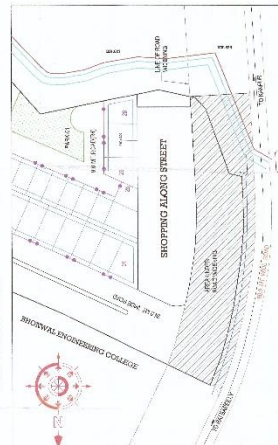
DETAIL OF RAIN WATER HARVESTING

**LIST OF MATERIALS**

Sl. No.	Material	Quantity	Unit
1.	CEMENT	10000	KG
2.	SAND	5000	CU M
3.	AGGREGATE	10000	CU M
4.	ROOFING SHEET	1000	SQ M
5.	PAINT	100	LITRE

**LIST OF FINISHES**

Sl. No.	Finish	Area	Quantity
1.	CEMENT PLASTER	1000	SQ M
2.	PAINT	100	LITRE
3.	ROOFING SHEET	1000	SQ M
4.	AGGREGATE	1000	CU M
5.	SAND	500	CU M



**AREA STATEMENT**

Sl. No.	Description	Area (sq. m)
1.	TOTAL AREA	2500.00
2.	COVERED AREA (GROUND FLOOR)	1000.00
3.	COVERED AREA (FIRST FLOOR)	1000.00
4.	COVERED AREA (TERRACE)	500.00
5.	COVERED AREA (TOTAL)	2500.00
6.	UNCOVERED AREA	500.00
7.	TOTAL AREA (WITH UNCOVERED)	3000.00
8.	COVERED AREA (PERCENTAGE)	83.33%
9.	UNCOVERED AREA (PERCENTAGE)	16.67%
10.	TOTAL AREA (PERCENTAGE)	100.00%

**PROPOSED SHOPPING ALONG STREET**  
HOUSING SCHEME (DCCO BHARATI)  
VILLAGE - KINARE, LUCKNOW INDUSTRIAL  
DEVELOPMENT AUTHORITY AREA, LUCKNOW

**NOTES**

1. ALL DIMENSIONS ARE IN METERS.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.
4. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.
5. ALL DIMENSIONS ARE TO BE MAINTAINED AT ALL TIMES.

**DATE: 10.01.2021**

**SCHEDULE B**  
**DETAILS OF SALE DEED OF PROJECT LAND**

S. No.	Khasra No.	Date of Reg.	Book No.	Reg. No.	Jild No.	Pages No.
1	638					

**Details of Consortium**

Consortium Agreement 2	
Consortium Agreement 1	

**SCHEDULE C**  
**DETAILS OF THE COMMERCIAL APARTMENT**

<b>Details of the Commercial Apartment</b>	<b>Commercial Apartment No.</b>
<b>Built Up area of the Commercial Apartment (in sq. mtr and sq. ft)</b>	
<b>Carpet Area of the Commercial Apartment<sup>1</sup></b>	
<b>Source of Booking</b>	Direct Channel Partner Sub Source:
<b>Real Estate Agent name (if applicable) and RERA Registration no<sup>#</sup></b>	a) Name of Entity:- _____ _____ b) Seal c) RERA Registration Number _____
<b>Date of offer of Possession<sup>##</sup></b>	
<b>Initial token amount / Application Money</b>	
<b>Details of payment of Initial token amount</b>	
<b>Payments to be made in favor of</b>	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
<b>Interest for delayed payments</b>	MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% per annum

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of Commercial Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Apartment.

<sup>#</sup> The Promoter shall not be liable to the Applicant/s for any incorrect details, information and representations provided by the Real Estate Agent /Broker/ Channel Partner.



**SCHEDULE D**  
**TOTAL PRICE AND PAYMENT SCHEDULE**

<b>Particulars</b>	<b>Amount (in Rs.)</b>
<b>Basic sale price of the Commercial Apartment</b>	
<b>Applicable taxes / GST</b>	
<b>Total Price</b>	

**Maintenance related charges/security/other charges to be paid before possession of the Commercial Apartment**

- Interest Free Maintenance Security (IFMS) @ Rs. \_\_\_\_/- per sq. ft./p.m. of Carpet Area of Commercial Apartment.
- 36 Months Advance Maintenance Charges@ approx. Rs. \_\_\_\_/- p.m. of Commercial Apartment.
- Please note that the above indicative maintenance charges has been derived on the basis of cost as on July, 2020. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Commercial Apartment, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- In addition to above, Holding Charges @ Rs. \_\_\_\_/- psft per month of the Carpet Area of the Commercial Apartment (if applicable) and Safeguarding Charges @ Rs. \_\_\_\_/- psft per month of the Carpet area of the Commercial Apartment (if applicable)

**Payment Schedule**

- ☐ Construction Linked Payment Plan  
☐ Down Payment Plan

<b>PAYMENT PLAN</b>			
<b>Construction Link Payment Plan (Plan A)</b>		<b>Down Payment Plan (Plan B)</b>	
<b>Particular</b>	<b>% Due</b>	<b>Particular</b>	<b>% Due</b>
At the time of Booking	BSP to be used here	At the time of Booking	
Within 45 days of Allotment		Within 45 days of Allotment	
Within 90 days of Allotment			
On Commencement of Excavation		Down Payment Discount	
On Laying of Ground Floor Roof Slab			
On Completion of Structure			
On Commencement of Plaster			
On Offer of Possession			

- **BSP: Basic Sale Price**

**NOTE:**

1. In the event the Applicant approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ MCLR+1% (SBI rate) per annum from the date such amounts fall due till realization of payments by the Promoter.
2. The Applicant shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation/smooth functioning of Association/ Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Sale deed etc.
3. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Company for the execution and registration of the Agreement for Sale and Sale Deed of the Commercial Apartment to Applicant/s and Sale Deed of the Common Areas to Association, shall be payable by the Applicant.
4. The Applicant shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Applicant failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
5. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant.
6. The Total Price of Commercial Apartment does not include (i) property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the applicable laws or any amendments thereto pertaining or relating to the sale of Commercial Apartment (ii) cost of running, maintenance and operation of Common Area of Commercial Apartment and the common facilities; or (iii) for any rights over areas reserved/ restricted for any other Applicant/ right-holder at the Project; or (iv) for any rights over areas to be transferred by the Promoter to third parties as per applicable laws.

**SCHEDULE E**

## **SPECIFICATIONS**

### **Flooring:**

Corridor/Circulation Area/Stairs – Combination of Tiles/Granite/Kota Stone lay over Cement mortar with polishing & joint filling complete.

Shops Flooring – Vitrified Tiles/Ceramic Tiles fixed with Cement mortar.

### **Paint:**

External – Plain/texture paint over plastered surface Internal - Oil Bound

Distemper

Shutter/M.S. Railing (Stair Case) – Enamel Paint

- Staircase and Corridors will have M.S. railings.
- Internal Approach Road to be developed with Cement Concrete/Stone/Granite pavers.
- Green Area to be developed with Grass and planters.
- Parking Areas flooring in Cement Concrete/green pavers.
- Modular Switches with ISI Mark wiring in Shop & Circulation area.
- Common Toilets to have Ceramic tiles up to Door height with Standard fitting & fixtures in required nos.

### **Note:**

The Company reserves the right to consider any one of the materials for execution out the proposed options.

For Technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.

Tiles are susceptible to staining and variations in shade. Whereas all efforts shall be made during laying of tiles, to minimize, perceptible shade variations, the Developer, shall not be held liable in any manner whatsoever, for the same.

## **SCHEDULE F**

## **GENERAL TERMS AND CONDITIONS**

### **A. GENERAL TERMS AND CONDITIONS PERTAINING TO APPLICATION FORM :**

#### **1. ELIGIBILITY FOR APPLICATION**

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply). Joint applications by natural persons are only permitted.
- (ii) Applicant/s is/are required to keep the Promoter promptly informed of any changes of his/her/their residence status in writing supported by necessary document. The Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Promoter with reference of customer ID mentioned in the Application.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Promoter (excluding taxes), subject to deduction of Rs.10,000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the execution of the Agreement for Sale and Promoter will not be liable in any manner on such account.
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the Commercial Apartment and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. The allotment is subject to the requisite permissions and if the same is refused at any point of time then, the amount paid towards booking and taxes shall stand forfeited and further consideration will be returned by the Promoter as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Promoter will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the Commercial Apartment.

#### **2. APPLICATION FOR ALLOTMENT**

- (i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of the Commercial Apartment in the Project to be developed by the Promoter.
- (ii) The term Applicant/s shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives.
- (iii) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the Project/Township.

#### **3. APPLICATION PROCEDURE**

- (i) The completed Application shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft/ Pay Order/authorized Electronic transfer in favor of such account as mentioned in the Application along with the amount of Application Money. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only.
- (ii) If any of the cheques submitted by the Applicant/s to the Promoter is dishonored for any reasons, then the Promoter shall intimate the Applicant/s of the dishonor of the cheque and the Applicant/s would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonor Charges of Rs. 5000/- (Rupees Five Thousand only)(for each dis-honor). In the event the said Demand Draft is not tendered within 7 (seven) days, then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Applicant/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.
- (iii) The allotment shall be done as per the procedure of the Promoter. The Applicant/s shall be referred to as "Applicant/(s)/Allottee" when the Commercial Apartment is allotted by the Promoter.

#### **4. WITHDRAWAL OF APPLICATION AND CANCELLATION**

- (i) If the Applicant/s wish to withdraw his/her/their Application prior to the allotment of the Commercial Apartment or within 15 days of the date of Application, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 45 (forty five) days of rebooking of the Commercial Apartment, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.
- (ii) If the Applicant/s after allotment of the Commercial Apartment, at any time, requests for cancellation of the allotment of the Commercial Apartment, such cancellation shall be subject to forfeiture of the amount/s mentioned hereinafter / Agreement to Sale and refund of the balance amount, if any, shall be on the terms and conditions and within such period as mentioned hereinafter/ Agreement to Sale.

### **B. GENERAL TERMS AND CONDITIONS PERTAINING TO AGREEMENT FOR SALE ("Agreement"):**

## 5. DEFINITIONS

Defined Term	Definition
Act	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
Authority	means Uttar Pradesh Real Estate Regulatory Authority.
Government	shall mean the Government of Uttar Pradesh or any relevant Government.
Regulations	shall mean means the Regulations made under the Real Estate (Regulation and Development) Act, 2016
Rules	shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017 for the State of Uttar Pradesh
Section	shall mean section of the Act.

## 6. TERMS

Both the Parties confirm that they have read and understood the provisions of section -14 of the Act.

- a. The Total Price for the Commercial Apartment based on the carpet area is mentioned in the **Schedule D**.

### Explanation:

(i) The Total Price includes the booking amount paid by the Applicant to the Promoter towards the Commercial Apartment;  
(ii) The Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Commercial Apartment/ to the Applicant and the Project to the Association or the competent authority, as the case may be;

Provided that in case there is any change / modification in the Taxes, the subsequent amount payable by the Applicant to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant;

(iii) The Promoter shall intimate in writing to the Applicant, the amount payable as stated in (i) & (ii) above and the Applicant shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

(iv) The Total Price of Commercial Apartment includes recovery of price of land, construction of (not only the Commercial Apartment but also) the Common Areas, taxes, cost of providing electric wiring, electrical connectivity to the Commercial Apartment, water line and plumbing, finishing with paint, shutters, fire detection and firefighting equipment in the Common Areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Commercial Apartment.

- a. The Total Price is escalation- free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development fee/charges payable to the competent authority and/ or any other increase in fee/charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development fee/charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Applicant.

- b. The Applicant shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.  
c. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Applicant by discounting such early payments @ 8% per annum for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Applicant by the Promoter.  
d. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (described in **Schedule E respectively**) and the nature of fixtures, fittings and amenities (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Commercial Apartment without the previous written consent of the Applicant as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Applicant, or such minor changes or alterations as per the provisions of the Act.  
e. The Promoter shall conform to the final carpet area at the time of offer of possession of the Commercial Apartment by furnishing details of the changes if any in the carpet area after the completion certificate/part completion certificate of Project is applied for or granted by the competent authority. The Total Price payable for the Commercial Apartment shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule D**. If there is an increase in the carpet area of Commercial Apartment, allotted to Applicant the Promoter may demand that from the Applicant as per the next milestone of the payment plan as provided in **Schedule D**. All these monetary adjustments shall be made at the rate derived considering the rates as agreed in Para 6(a).  
f. The Promoter agrees and acknowledges that, the Applicant shall have the right to the Commercial Apartment as mentioned below:  
(i) The Applicant shall have exclusive ownership of the Commercial Apartment.

(ii) The Applicant shall also have undivided proportionate share in Common Areas of the Project. Since the share/interest of Applicant in Common Areas is undivided and cannot be divided or separated, the Applicant shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) The Applicant has the right to visit the Project site to assess the extent of development of the Project and his/her Commercial Apartment.

- g. It is made clear by the Promoter and the Applicant agrees that the Commercial Apartment shall be treated as a single indivisible commercial apartment for all purposes. It is clarified that Common Areas other than areas declared as independent areas/limited common areas in deed of declaration shall be available for use and enjoyment of all the allottees of the Project. It is clarified that the Applicant(s) /occupants of the Project shall not be entitled to use common areas of the Township including the Club situated in the Township.
- h. The Promoter agrees to pay all outstanding before transferring the physical possession of the Commercial Apartment to the Applicants, which it has collected from the Applicants, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Township/Project). If the Promoter fails to pay all or any of the outstanding collected by it from the Applicants or any liabilities, mortgage loan and interest thereon before transferring the Commercial Apartment to the Applicants, the Promoter agrees to be liable, even after the transfer of the property to pay such outstanding and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- i. The Applicant hereby agrees to pay the remaining price of the Commercial Apartment as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the Applicant delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate prescribed in the Rules.

## **7. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Applicant shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "\_\_\_\_\_ " Payable at Lucknow

## **8. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 8.1 The Applicant, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 8.2 The Promoter accepts no responsibility in regard to matters specified in Para 8.1 above. The Applicant shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant subsequent to the signing of the Agreement, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Applicant and such third party shall not have any right in the application/allotment of the Commercial Apartment in any way and the Promoter shall be issuing the payment receipts in favor of the Applicant only.

## **9. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Applicant authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Applicant against the Commercial Apartment in his/her name and the Applicant undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

## **10. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards offer of possession of the Commercial Apartment to the Applicant and the Common Areas to the Association or the competent authority, as the case may be.

Similarly, the Applicant shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per the Agreement.

## **11. CONSTRUCTION OF THE PROJECT/COMMERCIAL APARTMENT:**

The Applicant has seen the approved layout plan, floor plan, specifications (Schedule E) amenities and facilities of the Commercial Apartment and accepted the floor plan, payment plan and the specifications [annexed along with this Application], as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Application, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the LIDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **12. POSSESSION OF THE COMMERCIAL APARTMENT:**

a. **Schedule for possession of the Commercial Apartment-** The Promoter agrees and understands that timely delivery of offer of possession of the Commercial Apartment to the Applicant and the Common Areas to the Association or the competent authority, as per the date mentioned in Schedule \_\_ as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Commercial Apartment along with ready and complete with all specifications, amenities and facilities in place on the agreed date unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake lockdown, pandemic or any other calamity caused by nature affecting the regular development of the real estate project or reasons beyond the control of the Promoter ("Force Majeure"). If, however, the offer of possession of the Commercial Apartment is delayed due to the Force Majeure conditions then the Applicant agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Commercial Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Applicant agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Applicant the entire amount received by the Promoter. The Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Application.

The common areas and facilities of the Township shall be handover to the Apex Association and Common Areas of the Project shall be handed over to the Association. The Promoter shall not charge more than the normal maintenance charges from the allottee/s.

It clarified that the final finishing of the Commercial Apartment will be done within 60 days of receipt of all dues, and Total Price of the Commercial Apartment by the Promoter.

b. **Procedure for taking possession** – The Promoter, upon completing the Commercial Apartment as 'ready to move in' or applying/obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority, whichever is applicable, shall offer in writing the possession of the Commercial Apartment in terms of Agreement. The Commercial Apartment to be taken by the Applicant within two months from the date of issue/applying of completion certificate/occupancy certificate (as applicable). For the purpose of this Para and any reference hereinafter 'ready to move in' shall mean that the Commercial Apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties.

Provided that, the sale deed in favour of the Applicant shall be carried out by the Promoter within 3 months from the date of issuing of completion/occupancy certificate. The Promoter agrees and undertakes to indemnify the Applicant in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 60 days from the date of offer of possession of Commercial Apartment or from the date of physical possession whichever is earlier.

c. **Failure of Applicant to take Possession-** Upon receiving a written intimation from the Promoter as per Para 12. a above, the Applicant shall take possession of the Commercial Apartment from the Promoter by executing necessary conveyance/Sale Deed, indemnities, undertakings and such other documentation as prescribed in this Application, and the Promoter shall give possession of the Commercial Apartment to the Applicant. In case the Applicant fails to take possession within the time provided in Para 12. a above, such Applicant shall be liable to pay to the Promoter Holding charges and Safeguarding charges as mentioned in Schedule D for the period beyond 60 days till actual date of possession of Plot in addition to maintenance charges as specified in Para 12.b. The term "Holding charges" mean the administrative cost incurred by the Promoter to hold the Plot, if the Allottee fails to possession of the Plot in terms of this Agreement and the term "Safeguarding charges" means the cost incurred to guard the Plot against encroachments/trespassing by the third party (ies), in case Allottee fails to take possession of the Plot in terms of this Agreement.

d. **Possession by the Applicant** – After handing over physical possession of the Commercial Apartment to the Applicants, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the applicable law.

e. **Cancellation by Applicant** – The Applicant shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act.

Provided that where the Applicant(s), proposes to cancel/withdraw his/her Commercial Apartment without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment as well as 'Non Refundable Amount' which shall hereinafter collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of this Agreement, if Agreement to Sale is registered and (v) subvention cost (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Commercial Apartment. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay.

- f. **Compensation** – The Promoter shall compensate the Applicant in case of any loss caused to him/her/their due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event or Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter due to non-compliance of the terms and conditions by Applicant, if the Promoter fails to complete or is unable to give offer of possession of the Commercial Apartment (i) in accordance with the terms of the Agreement, duly completed by the date specified in Schedule C; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act the Promoter shall be liable, on demand to the Applicant, in case the Applicant wishes to withdraw from the Project, to refund the entire amount paid by the Applicant to the Promoter.

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs \_\_\_\_/- of the Commercial Apartment per month, till the offer of the possession of the Commercial Apartment. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Commercial Apartment, for any reason whatsoever, irrespective of the Allottee not taking possession of the Commercial Apartment and if the Allottee does not intend to withdraw from the Commercial Apartment, the Promoter shall pay the Allottee the compensation for every month of delay, till the offer of possession of the Commercial Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

### 13. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a. Subject to the Force Majeure clauses, the Promoter shall be considered under a condition of default, in the following events.
- (i) Promoter fails to offer possession of the ready to move in possession of the Commercial Apartment to the Applicant within the time period specified in Schedule C or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made there under.
- b. In case of default by Promoter under the condition listed above in Clause 13.a.(i) a non-defaulting Applicant is entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Applicant stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only there after the Applicant be required to make the next payment applicable construction milestone;
- Provided that where an Applicant does not intend to withdraw from the Project or terminate the Agreement he/she shall be paid, by the Promoter only the sum calculated @ Rs. \_\_\_\_ per sq. ft. per month of the carpet area of the Commercial Apartment from the expiry of further extended time (if any), as the case may till the date of written Offer of possession of the Commercial Apartment. The said compensation for every month of delay till offering possession of the Plot which shall paid by the Promoter to the Allottee within 45 days of it becoming due.
- Or

In case of Default by Promoter under the condition Clause 13.a. (ii) listed above:

The Applicant shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant under any head whatsoever towards the purchase of Commercial Apartment;

- c. The Applicant shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Applicants fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule D), despite having been issued notice in that regard, the Applicant shall be liable to pay interest to the Promoter on the unpaid amount at the rate of 10%p.a.
- (ii) Applicant commit/s any default and/ or breach of the terms and conditions of this Application
- (iii) In case of default by Applicant under the condition listed above continuous for a period beyond 60 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Commercial Apartment in favor of the Applicant and refund the money paid to him by the Applicant after deducting the booking amount and the Non Refundable Amount (defined above in para 12.e) out of the sale proceeds when realized from the re-allotment of Commercial Apartment. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

### 14. TRANSFER/CONVEYANCE OF THE COMMERCIAL APARTMENT:

- i. Subject to the terms of the Agreement and norms of LIDA and subject to the Applicant clearing all dues including interest, taxes, levies etc. if any, at any time prior execution of the conveyance/Sale Deed, the Applicant may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by LIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant of such applicable administrative charges (taxes extra) upon the Applicant providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as deemed fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LIDA/Association on such transfer/ substitution/ nomination shall be paid by the Applicant / third party transferee.
- ii. At any time after execution of the Agreement, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Applicant and the Applicant shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Applicant is mandatory.
- iii. The Promoter, on receipt of Total Price of the Commercial Apartment as per Schedule \_ from the Applicant, shall execute a sale Deed and convey the title of the together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate (if any) as the case may be
- iv. The Allottee shall also be liable to pay to LIDA or any other authority the fees/charges, if imposed on account of failure to get the sale/conveyance deed registered.  
However, in case the Applicant fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Applicant authorizes the Promoter to withhold registration of the conveyance/Sale Deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Applicant.

#### **15. MAINTAINANCE OF THE COMMERCIAL APARTMENT/ PROJECT:**

- a. The Applicant agrees to form and join an Association for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Applicant/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the commercial apartment owners in complying with the above.
- b. It is further clarified that maintenance, management and operation of the Common Areas shall be handed over to Association from one year of the date of issuance/application of completion certificate or handing over physical possession of 75% Commercial Apartment in the Project, whichever is earlier. However if the Association is not formed within one year of occupation certificate/ part occupation certificate /completion certificate/part completion certificate ,the Promoter is not bound to maintain the Project beyond the above said period. In case the Association of Applicants fails to take over the maintenance, management and operation of the Common Areas of the Project, then the Promoter has an option to refund the interest free maintenance security (IFMS) as charged under Schedule D and /or refund the balance maintenance charges to the individual Applicant and the same shall be considered as deemed handover. However if Promoter continues to play the role of facilitator, it will be entitled to collect from the Applicants amount equal to the amount of maintenance disclosed in Schedule D + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Association once it is formed.

The Applicant agrees to join (through Association) an association of all the allottees of the Township ("**Apex Association**") for maintenance and management of common areas and facilities of the Township and the Association shall pay certain common area charges to the Apex Association(as determined by the Apex Association) for maintaining of such common facilities of the Township. The Association shall abide by the terms and policy of Apex Association.

- c. Upon payment of common area charges (CAM), the Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance by the Association upon the issuance of the completion certificate or occupation certificate (as the case may be). For the purposes of avoidance of doubt, it is clarified that the maintenance charges shall commence on expiry of 60 (sixty) days from the date of written offer of possession of Commercial Apartment, regardless of whether the Allottee has taken such possession or not.
- d. The tentative cost of such maintenance has been mentioned in Schedule D. Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the Applicants of the Project. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.

#### **16. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Applicant from the date of completion/occupancy certificate of Project , whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of promoters failure to rectify such defect within such time, the



aggrieved Applicants shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable to rectify the structural defects or any other defect if same is attributable to the negligence or any change in the structure by the Applicant.

**17. RIGHT TO ENTER THE COMMERCIAL APARTMENT FOR REPAIRS:**

The Promoter/maintenance agency/Association shall have rights of unrestricted access of all common areas, garages/ parking spaces for providing necessary maintenance services and the Applicant agrees to permit the Association and/ or maintenance agency to enter into the Commercial Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**18. USAGE:**

Use of service areas: Service areas, if any, as located within the Project shall be earmarked for purposes such as services including but not limited to transformer, DG set space, water tanks, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Applicant shall not be permitted to use the services areas in any manner whatsoever other than those earmarked as parking spaces and the said service areas shall be reserved for use by the association of Applicant/s formed by the Applicants for rendering maintenance services.

**19. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL APARTMENT:**

- a) The Applicant shall, after taking possession, be solely responsible to maintain the Commercial Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Commercial Apartment, or the staircases, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Commercial Apartment and keep the Commercial Apartment its walls and partitions and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- b) It is clarified that car parking is earmarked for the occupants/ visitors of the commercial apartments of the Project. The Applicant agrees to always abide by the policy/guidelines of the Promoter/Maintenance agency/Association, as the case may be pertaining to the usage of the said car parking and shall not encroach the same in any manner whatsoever. The Applicant acknowledges that no dedicated car/two wheeler parking is attached/earmarked along with the Commercial Apartment.
- c) The Applicant further undertakes, assures and guarantees that he/she shall not change the color scheme of the outer walls or painting of the exterior side of the shutter/s or carry out any change in the exterior elevation or design. Further the Applicant shall not store any hazardous or combustible goods in the Commercial Apartment or place any heavy material or install its/his/her own DG set in the Common Areas. The Applicant shall also not remove any wall, including the outer and load bearing wall of the Commercial Apartment.
- d) The Applicant/s understand and agrees that the Applicant or its nominees/agents/employees etc shall not put up any name or signboard, neon sign, publicity material, goods, merchandise etc on the external façade of the Project or in Common Areas. The signage rights in the Project shall remain with the Promoter which shall be permitting usage/letting out of signage spaces as per its signage policy. The Applicant agrees to follow the signage policy viz-a viz size, design, changes etc of the display.
- e) The Applicant shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Applicant shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- f) The Applicant understands and agrees that the individual connection to the Commercial Apartment from the electricity distribution has to be directly obtained as per the approved scheme whose cost of taking such electricity connection including the meter cost will be borne by the Applicant. The Promoter may provide power backup either through diesel generator sets or other forms of power backup supply to be designed and installed on the basis of diversity factor considering group diversity @ 50% i.e. installed capacity will be 50% of total cumulative load. The User/s agrees to compulsorily subscribe to power backup if provided and to pay power backup charges as per tariff informed from time to time by the Promoter/Maintenance Agency. However, nonpayment of power backup charges shall be deemed to be non-payment of general maintenance charges. If the Promoter is unable to provide power back up due to (i) any reason beyond its control and/or (ii) order/judgement/notification/restriction etc imposed/ordered by any authority/department/court then the User/s shall in such a circumstance obey such restriction/order/direction without raising any objection/dispute and claim against the Promoter in this regard.  
In case the form of power back being provided by the Promoter goes obsolete than the cost of providing other form shall be proportionately borne and payable by the Applicant. Further, the Applicant shall not install his/her/their own generator.
- g) The Township shall always be known as “Eldeco Shaurya” and the Project shall always be known as “Eldeco Shaurya Arcade”. These name(s) shall not be changed by anyone including the Applicant or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association of Applicants etc. However, the name of the Township/Project may be changed at the sole discretion of the Promoter and the Applicant shall not be entitled to raise any objection/hindrance on the same.

**20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Application for the allotment of a Commercial Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project/Township.

**21. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter execute the Agreement it shall not mortgage or create a charge on the Commercial Apartment and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of Applicant who has taken or agreed to take such Commercial Apartment. The Promoter may raise finance for construction or otherwise by mortgaging the un-allotted Commercial Apartments in the Project and receivables there from.

**23. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).**

The Promoter has assured the Applicants that the Project in its entirety is in accordance with provisions of the U.P Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010. The Promoter has shown compliance of various laws/regulations as applicable in Uttar Pradesh.

**24. BINDING EFFECT:**

By just forwarding the Agreement to the Applicant by the Promoter, does not create a binding obligation on the part of the Promoter or the Applicant until, firstly, the Applicant signs and delivers the Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15(fifteen) days from the date of receipt by the Applicant. Secondly, the Applicant and the Promoter have an obligation to execute the Agreement and also register the Agreement as per the provision of the relevant Act of the State.

If the Applicant(s) fails to execute and deliver to the Promoter, the Agreement within 15(fifteen) days from the date of its receipt by the Applicant then in such a case application of the Applicant shall be treated as cancelled and all sums deposited by the Applicant in connection therewith including the booking amount shall be returned to the Applicant without any interest or compensation whatsoever, then in such a case, the Promoter has an option to forfeit ten percent of booking amount.

If the Applicant(s) fails to get this Agreement registered as per intimation by the Promoter, the Applicant shall alone be liable for all the consequences/liabilities on account of not getting this Agreement registered.

**25. PROVISIONS OF THE AGREEMENT/APPLICATION APPLICABLE ON APPLICANT/ SUBSEQUENT APPLICANTS**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of Commercial Apartment and the Project/Township shall equally be applicable to and enforceable against and by any subsequent Applicants of the Commercial Apartment in case of a transfer, as the said obligations go along with the Commercial Apartment for all intents and purposes.

**26. WAIVER NOT A LIMITATION TO ENFORCE:**

- a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement waive the breach by the Applicant in not making payments as per the Payment Plan (Schedule D) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Applicant that exercise of discretion by the Promoter in the case of one Applicant shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Applicants.
- b) Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**

Wherever in the Agreement it is stipulated that the Applicant has to make any payment in common with other Applicant/Applicant(s) in Project, the same shall be the proportion which the carpet area of the Commercial Apartment bears to the total carpet area of all the units in the Project as the case may be.

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Application/allotment or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. JOINT APPLICANTS.**

That in case there are Joint Applicants all communications shall be sent by the Promoter to the Applicant whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Applicants.

**30. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Applicant, in respect of the Commercial Apartment, , as the case may be, shall not be prior to the execution and registration of the Agreement for such Commercial Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Applicant under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Application shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**32. DISPUTE RESOLUTIONS:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application, including the interpretations, construction 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, as the case may be, through the Conciliation Committee/ Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act.

*I/We have read through the Application Form and General Terms & Conditions for allotment of the Commercial Apartment 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 Promoter and the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Promoter, I/we have now signed this Application Form and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeiture of money as may be imposed upon me/us.*