

**APPLICATION FORM**

Date :

To,

**Omni Farms Private Limited**  
 201-212, 2<sup>nd</sup> Floor, Splendor Forum,  
 Jasola District Centre,  
 New Delhi-110025

Dear Sir,

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

- 1) The Applicant/s is aware that Omni Farms Private Limited (hereinafter referred as '**Promoter**') has acquired a piece of group housing Plot No. 9D/GH-1, Sector 9 admeasuring 125184.74 square meters (herein "**Said Plot**") in Vrindavan Yojna, Raibareilly Road, Lucknow through an open auction in Vrindavan Housing Scheme sponsored by Uttar Pradesh Avas-Vikas Parishad (hereinafter referred to as "Avas-Vikas Parishad"). Avas-Vikas Parishad granted license/permission to the Promoter for the purpose of construction and development of residential group housing thereon.
- 2) The Promoter is developing residential group housing complex under the name and style of "**Eldeco Saubhagyam**" (herein '**Complex**') as per the approved Lay out Plan & building Plan, which inter- alia includes 11 number of Towers consisting total 963units, convenient shopping, Club, parks, utilities and other Common Areas and Facilities therein more particularly delineated and depicted in **Schedule I**.
- 3) The Complex is being developed in phase wise manner. The Promoter is currently developing Tower 1, Tower 2, Tower 6, Tower 7, Tower 9, Tower 10 and Tower 11 consisting 667 residential units and shopping complex named "Eldeco Saubhagyam Arcade" consisting nos of 20 commercial units on a portion of the Complex (herein '**Project**').
- 4) The Said Plot is owned by the Promoter vide Sale Deed dated April 01, 2016 registered at the office of the Sub-Registrar (IV) Lucknow in Book No – 1, having registration Number 6262, Jild No. 20576 at pages 30 to 324 on April 02, 2016 .
- 5) 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 Complex.
- 6) 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 28-7-2017 vide registration bearing no. UPRERAPRJ3783.
- 7) 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 Unit. The Promoter has, as on date, obtained the Approvals as listed in **Schedule II**. The said Approvals are available on [www.up-rera.in](http://www.up-rera.in).
- 8) The Promoter has informed the Applicant/s that it will be entitled to use the Common Areas & Facilities on such terms and conditions as may be stipulated by the Promoter or Maintenance Agency or Association, from time to time. It is clarified that the allottee(s)/buyer(s) of the commercial units/shops shall not be entitled to use Club situated at the Complex.
- 9) The Promoter is fully aware of all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Plot on which Project/Complex is to be developed have been completed.

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- 10) The Applicant/s has vide this application dated ("**Application**") hereby applies for booking of a residential unit in the Project as detailed in **Annexure A** (hereinafter referred to as "**said Unit**") for such Total Sale Consideration as specified in **Schedule III**. The specifications of the said Unit are attached herewith as **Schedule IV**.
- 11) At the time of submitting and executing this booking application form 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 Annexure A. The detailed payment schedule and list of other charges is provided in **Schedule III**.
- 12) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the said Unit and Car Parking Space (if allocated) and understood the rights and obligations detailed herein.
- 13) The Applicant/s hereby confirms that they are signing this Application with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Complex.
- 14) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the said Unit to the Applicant/s on the basis of such terms and conditions as contained herein.
- 15) In case the Company accepts my application and allots me the said Unit, I/We agree and undertake to by signing this Application, I/We accept and agree to abide by the terms & conditions as stipulated herein and also in **Schedule V** (General terms & conditions).
- 16) The Applicant/s confirms that they have chosen to invest in the said Unit 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 said Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the said Unit in the Project.
- 17) 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.
- 18) 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.
- 19) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

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.	:	
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

SOLE/ FIRST APPLICANT

SECOND APPLICANT

SECOND/JOINT 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.	:	
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

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Sr. no.	COMPANY AS AN APPLICANT		
1.	Name of Company Public/Private/Limited/Listed	:	
2.	Date of incorporation	:	
3.	Correspondence Address	:	
4.	Registered Address	:	
			Tick if same as correspondence address
5.	Name of the authorised contact person	:	
6.	Phone	:	(Work) (Mobile)
	Fax	:	
7.	Email	:	_____@_____
			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.
8.	Promoter PAN Card (Mandatory)	:	
9.	Corporate Identification Number (CIN)	:	
10.	Director Identification Number (DIN)	:	

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 said Unit or any other reason]**

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

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

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

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

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

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

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

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## ANNEXURE – A

<b>Details of the said Unit</b>	<b>Unit No.</b>	
<b>Project/ Building Name / Number</b>		
<b>Carpet Area of the said Unit<sup>1</sup> (in sq. mtr and sq. ft)</b>		
<b>Exclusive Balcony / Verandah Area<sup>2</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
<b>Exclusive Open Terrace Area<sup>3</sup> /Lawn area(in sq. mtr and sq. ft) [if applicable]</b>		
<b>Car Parking Spaces (if allocated)</b>	Location	Number
<b>Source of Booking</b>	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> 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>Payment Schedule</b>	Schedule III	
<b>Deposit, outgoings and other charges</b>	Schedule III	
<b>Initial token amount / Application Money</b>		
<b>Details of payment of Initial token amount</b>		
<b>Payments to be made in favour of</b>	Bank Account Name: Bank Account No. :	Bank Name : IFSC code :
<b>Interest for delayed payments</b>	10% per annum	
<b>Holding Charges of the said Unit</b>	@ Rs 5/- per sq ft. per month of Carpet Area, if applicable	

\*Area measurement is approximate and subject to variation.

<sup>1</sup>"Carpet Area" means the net usable floor area of an said Unit, 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 said Unit.

<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of said Unit, meant for the exclusive use of the Applicant/s.

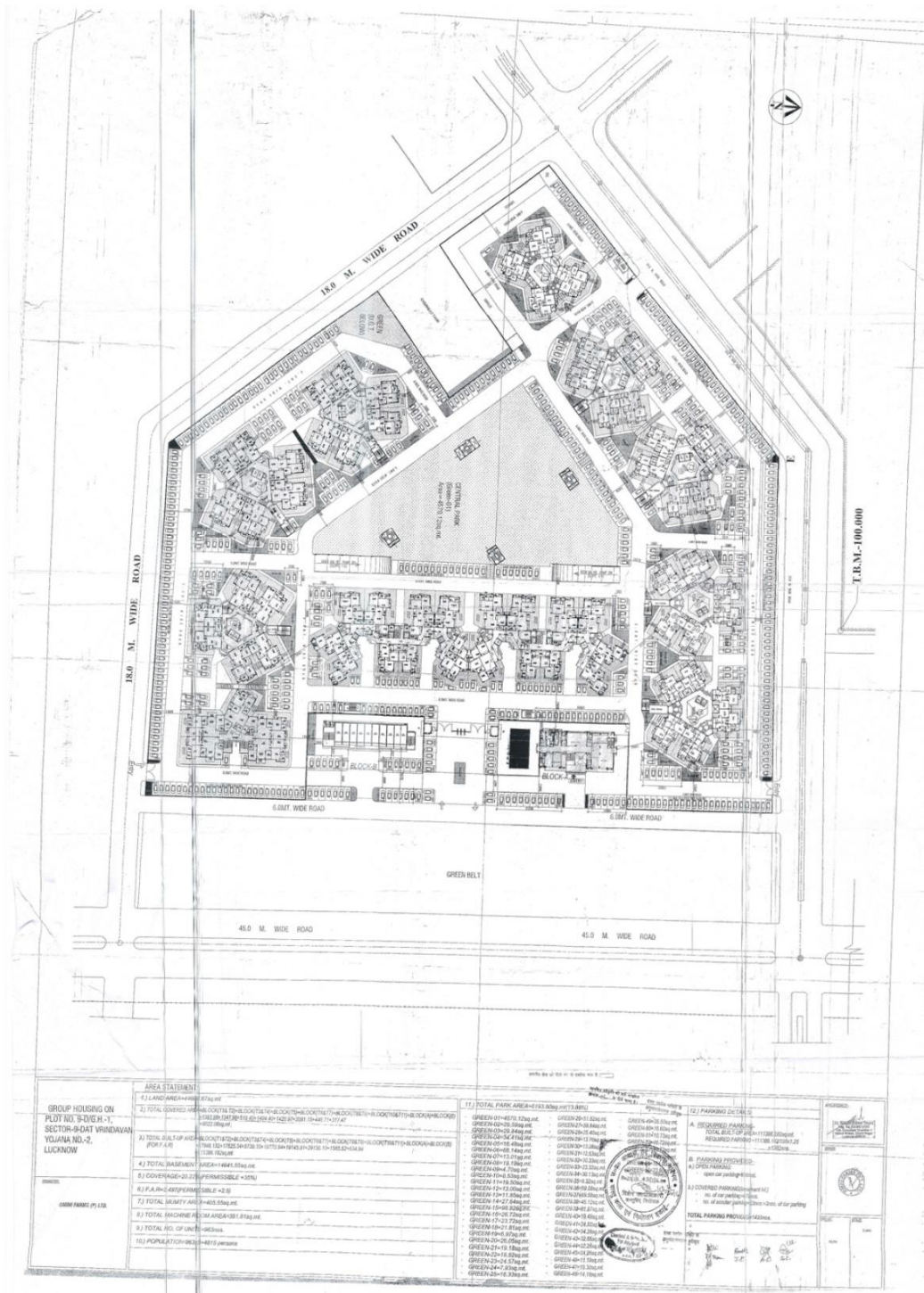
<sup>3</sup>"Exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of a said Unit, meant for the exclusive use of the Applicant/s.

<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.

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**SCHEDULE I  
APPROVED PLAN OF THE SAID PLOT**



SOLE/ FIRST APPLICANT

SECOND APPLICANT

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**SCHEDULE II  
APPROVALS**

<b>Sr. No.</b>	<b>List of approvals</b>	<b>Date</b>
1.	Approval of Building Plans	13.7.2011 and 18.04.2016
2.	Fire NOC	22.11.2016
3.	Environment Clearance	12.10.2013
4.	Pollution Clearance	31.08.2012
5.	RERA Registration Number and all RERA details	Registration no. - Web link: <a href="http://www.up-rera.in">http://www.up-rera.in</a>

**SOLE/ FIRST APPLICANT**

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**SCHEDULE III**  
**TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE**

**Total Sale Consideration Payable**

Particulars	Amount (in Rs.)
Total Basic Cost	

**Maintenance related charges/security/club fees to be paid before possession of the Unit**

- Interest Free Maintenance Security (IFMS) @ Rs. 23.50/- per sq. ft./p.m. of Carpet Area of said Unit.
- 36 Months Advance Maintenance Charges @ approx. Rs.2.75/- per sq. ft. /p.m. of Carpet Area of said Unit \*. In addition to above, Holding charges @ Rs 5/- per sq ft. per month of Carpet Area of Unit (if applicable). Please note that the above indicative maintenance charges has been derived on the basis of cost as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, 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.
- Cost of Property is inclusive of Club membership, pre paid meter connection, 2 KW Power backup (1 BHK), 3 KW Power backup (2 BHK), 4 KW Power backup (3 BHK), 5 KW Power backup (4 BHK), 1 connection of Tata Sky and proportionate cost of Solar Water Heater, Intercom and Security Systems.
- Private Lawns & Terraces if attached to a unit would be charged extra @ Rs.1200/- per sqft and Rs. 1000/- per sqft respectively and would be Mandatory. Please confirm with Marketing at the time of booking.

**Payment Schedule**

- ☐ Construction Linked Payment Plan  
☐ Down Payment Plan

<b><u>Payment Plan</u></b>			
<b><u>Construction Linked Payment Plan</u></b>		<b><u>Down Payment Plan</u></b>	
At the time of Booking	10%	At the time of Booking	10%
Within 30 days of Booking	15%	Within 30 days of Booking	10%
Within 60 days of Booking	15%	Within 60 days of Booking	75%
Within 90 days of Booking	15%	Down Payment Discount	5%
Within 120 days of Booking	15%		
On Commencement of Plaster & Plumbing	10%		
On Commencement of Flooring	10%		
On Offer of Possession	10%		

**NOTE:**

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Developer.
2. In the event the Buyer 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 @10% per annum from the date such amounts fall due till realization of payments by the Developer.
3. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, external development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Unit/Project and/or the transaction contemplated herein and/or in respect of the Cost of Property and/or the other amounts shall be

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payable by the Buyer. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on the Buyer.

4. The Buyer shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Developer, 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.
5. 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 and Sale Deed of the Unit to Allottee/s and Sale Deed of the common areas to Association, shall be payable by the Buyer.
6. The Buyer shall pay interest/ penalty/ loss that may be incurred by the Developer on account of the Buyer failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
7. 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 demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Buyer.

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**SCHEDULE IV****SPECIFICATIONS**

<b>Sl. No</b>	<b>Location</b>	<b>Floor</b>	<b>Wall</b>	<b>Internal &amp; External Door</b>	<b>Window</b>	<b>Ceiling</b>	<b>Other</b>
1	Drawing Dinning & Bedroom	Vitrified Tiles	Tile skirting & OBD	Hard wood frame with flush doors in high gloss paint finish.	Anodized aluminium composite glazed windows with security grills and wire mesh shutter.	OBD & POP Cornices	Entrance Door- Hardwood frame with decorative flush door in high gloss paint finish.
2	Kitchen	Vitrified Tiles	2' high ceramic dado above counter & rest OBD	-do-	-do-	OBD	Granite or equivalent working top, S.S. Sink with drain board, CP fitting with provision of hot and cold water supply
3	Toilets	Anti-Skid designer Ceramic tiles	7' high ceramic tiles & OBD	-do-	-do-	OBD	Wash basin, good quality C.P. fittings, EWC/(IWC), mirror, towel rod, soap dish.
4	Balconies/ Terraces	Anti-Skid designer Ceramic tiles	OBD/Exterior Cement Plant	-	-	OBD	-
5	Corridors/ Lobby	Vitrified Tiles	OBD	-	-	OBD	Lift facia & Lift lobby of Ground floor in Italian marble
6	Main and fire staircase	Kota/Marble step and riser-tiles	OBD	-	-	OBD	M.S. with polished/painted hand rail.
7	Electrical	Copper Electrical wiring throughout in concealed conduit with light points, power points, T.V. and phone sockets with MCB. Modular switches, without any fans & fixtures.					
8	Door & window fittings	Anodized aluminium door & window fittings.					
9	Facade -	Permanent finish/Textured paint.					
10	Structure	Earthquake resistant structure. Combination of RCC frame with brick filler wall.					

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**SCHEDULE V**  
**GENERAL TERMS AND CONDITIONS**

**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 application 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 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 said Unit 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 said Unit.

**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 a said Unit 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/Complex.

**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 favour of such account as mentioned in the Application alongwith 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 dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour 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

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including the dishonour Charges of **Rs. 5000/-** (Rupees Five Thousand only)(for each dishonour). 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 **“Allottee/(s)/Buyer”** when the said Unit 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 said Unit 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 said Unit, 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 said Unit, at any time, requests for cancellation of the allotment of the said Unit, such cancellation shall be subject to forfeiture of the amount/s mentioned hereinafter and refund of the balance amount, if any, shall be on the terms and conditions and within such period as mentioned hereinafter.

#### 5. DEFINITIONS

Defined Term	Definition
Act	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
Agreement	shall mean Agreement for Sale of the said Unit
Apartment Ownership Act	shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed there under as amended from time to time.
Applicable Laws	shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of the Application or thereafter.
Approvals	shall means and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project/Complex.
Authority	means Uttar Pradesh Real Estate Regulatory Authority.
Non-Refundable Amount	shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made by the Buyer 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 deed of cancellation of the Agreement, if Agreement is registered and (v) administrative charges as per company policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities included but not restricted to the Pass Through Charges.
Competent Authority	any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Complex.

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Common Areas and Facilities	such areas and facilities in the Complex which are meant for common use, enjoyment and access of the Allottee(s) at the Complex, (but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Complex or otherwise transferable by the Promoter to third parties).
Cost of Property	shall mean the said amount mentioned in Schedule III.
Final Finishing	shall mean final coat of the paint of the said Unit, installation of toilets fixtures and fittings, door handles and final cleaning of the said Unit
Force Majeure Events	shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project and/ or (b) war, civil commotion or act of God; (c) any notice, order, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials; and (e) disruption by farmers or any civic unrest.
Government	shall mean the Government of Uttar Pradesh or any relevant Government.
Hazard	shall mean an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Complex/Project or to the environment in and around the Complex/Project.
Pass Through Charges	shall mean all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as interest free maintenance security, meter charges, GST, property tax, land under construction tax, krishi kalyan cess, swachh bharat cess, or any future increase thereof or imposition by Competent Authority.
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, 2016 as amended from time to time.
Rule	shall mean rule of Rules.
Section	shall mean section of the Act.

## 6. TERMS:

- (i) The Total Sale Consideration for the said Unit ("**Cost of Property**"), other charges, payable by the Allottee for transfer of the said Unit in its favour and token amount/application money already paid by the Allottee at the time of signing of the Application are mentioned in **Schedule III** hereto. The Cost of Property shall be paid by the Allottee to the Promoter in the manner specified in 'Schedule of Payments' set out in **Schedule III**.
- (ii) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at a rate suitable to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Allottee by the Promoter, provided the Allottee complies with the terms of the Agreement.
- (iii) The Allottee shall be liable to make payment of the amount/installment as per the payment plan set out in **Schedule III**. The Allottee shall be obligated to pay the installments by the due dates as mentioned in Schedule III. In case the Allottee delays in making payment of any amount/installment then interest @ 10% p.a. or such higher rate as may be prescribed under Act/ Rules shall be charged for the period of delay.
- (iv) The Parties agree that 10% of the Cost of Property shall be construed as earnest money **Earnest Money/ Booking Amount**, to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Allottee under the Application.
- (v) The Cost of Property is escalation-free, save and except the charges which the Buyer agrees to pay and stated herein, escalations/increases/impositions due to increase carpet area of the said Unit, increase on account of development charges payable to the competent authority and/or any

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other increase in charges which may be levied or imposed by the competent authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government, any enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.

- (vi) The Promoter has made it specifically clear to the Allottee, that the computation of the Cost of Property as per **Schedule III** does not include (i) goods and services tax, land under construction tax, 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 said Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any right, interest & title over the commercial units/shops, kiosks, etc. or (iv) for any rights over areas reserved/ restricted for any other allottee / right-holder at the Complex/Project; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws. The Allottee has agreed, understood and satisfied himself/herself about the same, and shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Promoter, till such time the Common Areas and Facilities are transferred to the Association (defined hereinafter).
- (vii) The Promoter has made it specifically clear to the Buyer that that the computation of the Cost of Property as per **Schedule IV** is inclusive of Club membership, pre paid meter connection, 2 KW Power backup (1 BHK), 3 KW Power backup (2 BHK), 4 KW Power backup (3 BHK), 5 KW Power backup (4 BHK), 1 connection of Tata Sky and proportionate cost of Solar Water Heater, Intercom and Security Systems. It is clarified that for any other services/facilities provided by the Promoter besides these stated above, the actual/ proportionate amount towards the same shall be additionally payable by the Buyer on or before the offer of possession of the Unit.
- (viii) The Allottee has seen all documents/ papers as available with the Promoter in relation to the Project, including but not limited to the title documents, building plans sanction and other approvals obtained from the Competent Authority and after being fully satisfied about the rights, title and interest possessed by the Promoter over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws, to which the Promoter and/or the Project/Complex are or be subject to in future. The Allottee is completely aware of and have understood all limitations/ obligations/ restrictions (if any) of the Promoter in respect thereof and confirms that he/she shall neither investigate the same further nor raise any objections whatsoever in this respect.
- (ix) The Allottee is aware that the allocated Car Parking Space as mentioned in Annexure A cannot be dealt otherwise by the Allottee independently of the said Unit. The said Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space (as mentioned in Annexure A ) is an integral and indivisible part of the said Unit, the Allottee undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the said Unit.
- (x) The Allottee is made aware that Avas-Vikas Parishad vide its letter dated 13.7.2011 and 18.04.2016 has approved single Master Plan for the entire Complex. It is clarified that all the buyer/s of the residential unit/s in the Project, shall have right to use and interest in the Common Areas & Facilities.
- (xi) The Allottee shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Promoter.
- (xii) The Allottee/s undertakes to execute and register the Agreement and Sale Deed with respect of the said Unit in the format provided by the Promoter under applicable law within such timelines as mentioned in the intimation letter/Offer Letter issued by the Promoter. In the event the Applicant/s fails to duly execute and register the Agreement and Sale Deed as aforesaid within the stipulated period as mentioned in the intimation letter/Offer Letter, the penalty, if any,

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payable under the relevant laws for delay in execution and/or registration of Agreement and the Sale Deed shall be payable by the Allottee/s till the registration of the Agreement and the Sale Deed. Without prejudice to any other rights that the Promoter may have in that behalf, the Promoter shall also have the right to cancel the allotment and booking in case the Allottee/s and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein.

## 7. **MODE OF PAYMENT**

- (i) Subject to the terms the Allottee shall make all payments within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ bankers cheque or online payment (as applicable), payable at par drawn in favour of **"OMNI FARMS PRIVATE LIMITED"** and/ or any other account as stipulated by the Promoter from time to time. The Allottee shall mention his/her/its Unit no and Tower name behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Allottee to provide the wire details to Promoter.
- (ii) In the event any outstanding amount is not paid within 90 days then the Promoter shall be fully entitled, at its sole discretion, to terminate the allotment of said unit and to forfeit the Booking Amount along with the Non-Refundable Amount out of the total amounts paid by the Allottee to the Promoter till that date and the balance money (if any) will be refunded by Promoter as per the provisions herein, without any interest or any compensation for any consequences thereof, and the Allottee shall have no other claim whatsoever against the Promoter.
- (iii) The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the said Unit. The Promoter shall accept payments towards Cost of Property from the account(s) of the Allottee and/ or Joint Allottee only. If any payments of installments are made by any third party by or on behalf of the Allottee, the Promoter shall not be responsible towards any such third party and such third party shall not have any right in said Unit. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Allottee account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Allottee.
- (iv) The Allottee is aware that the Allottee has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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

- (i) The Allottee, 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 this Application. 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 Allottee 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.
- (ii) The Promoter accepts no responsibility in regard to matters as specified above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of Application, it shall be the sole responsibility of the Allottee 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 Allottee

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and such third party shall not have any right in the said Unit in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only when the necessary payment is received from the Allottee's account.

**9. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

- (i) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the said Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
- (ii) The Allottee irrevocably agree that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment. The balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

**10. CONSTRUCTION OF THE PROJECT AND SAID UNIT**

The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the Avas-Vikas Parishad or any other Competent Authority.

**11. POSSESSION OF THE SAID UNIT AND COMPENSATION**

- (i) The Promoter shall endeavor to offer possession of the said Unit to the Allottee on or before the date specified in **Schedule III ("Date of offer of Possession")**. The Date of offer of Possession shall be subject to the provisions of the sub-clauses mentioned herein and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
- (ii) In the event the possession of the said Unit is delayed beyond the date as agreed hereinabove *interalia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("Extended Duration") for handover of possession and completion of construction of the said Unit.
- (iii) In the event of any delay in handing over possession of the said Unit to the Allottee on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit, the Allottee shall be entitled to reasonable compensation as per applicable law from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter (defined hereinafter). It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Cost of Property only (excluding interest amounts (if any), paid to the Promoter and not on the stamp duty, registration fee, GST, TDS, deposits, charges, taxes etc. and/or Pass Through Charges). It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the Date of Offer Letter, for any reason whatsoever, irrespective of the Allottee not taking possession of the said Unit.
- (iv) Notwithstanding any of the provisions herein, the interest on the amount paid by the Allottee/s and compensation for delay shall not be paid and Date of Offer of Possession shall be extended
  - (a) on account of any Force Majeure Events and/ or
  - (b) due to non-compliance of the terms and conditions by the Allottee.
- (v) Additionally, the interest on the amount paid by the Allottee/s and compensation for delay shall not be paid in the following events:
  - (a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
  - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Allottee during inspection of the said Unit, and/or
  - (c) For the period if the Allottee commit/s any default and/ or breach of the terms and conditions contained herein, and/or
  - (d) For the period of delay incurred due to additional work to be completed on the request of the Allottee for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or,
  - (e) For the period of inordinate delay incurred due to Avas-Vikas Parishad or any other governmental authorities in granting the necessary approvals for commencing and

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completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.

- (vi) In case the Promoter is forced to discontinue the construction of the said Unit and/ or Project (entire or part) due to Force Majeure Events and/ or due to operation of any law or statutory order or otherwise, then the Promoter shall be liable to refund the amounts paid by the Allottee without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
- (vii) The Promoter upon completion of construction of the said Unit shall issue written Offer of Possession/Final Demand Notice ('**Offer Letter**') to the Allottee. The Allottee on issuance of Offer Letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Allottee shall before taking over the possession of the said Unit clear all outstanding dues and amounts as mentioned in **Schedule III** and also pay the applicable GST, and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Unit. It clarified that the Final Finishing of the said Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, taxes etc. by the Promoter.
- (viii) The Allottee upon receiving Offer Letter shall take possession of the said Unit from the Promoter within period stipulated by executing necessary indemnities, undertakings and such other documentation including Sale Deed as prescribed by the Promoter shall thereafter give possession of the said Unit to the Allottee.
- (ix) The Allottee in case fails to take possession of the said Unit within such date as mentioned in the Offer Letter, then the said Unit shall lie at the risk and cost of the Allottee and the possession of the said Unit shall be deemed to have taken by the Allottee on the expiry of date stipulated in the Offer Letter. The maintenance charges shall commence from the MRMC Commencement Date, (defined hereinafter). It is clarified that in case Allottee fails to clear dues or take possession as contemplated in Offer Letter then
  - (a) MRMC, Holding Charges shall be payable by the Allottee from the MRMC Commencement Date
  - (b) Promoter shall have the option not to undertake Final Finishing and handover the said Unit without Final Finishing in case the Allottee fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Promoter's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Allottee or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Promoter then the Promoter shall not be required to do it again when the Allottee finally comes forward to take possession of the said Unit.
- (x) The Allottee in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in **Schedule III** from MRMC Commencement Date till the Allottee takes actual possession of the said Unit. During the period of the said delay by the Allottee, the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in physical condition of material/ fixtures.

## 12. **TERMINATION & CANCELLATION:**

- (i) **Termination by Promoter :** Without prejudice to the rights of the Promoter to charge interest as stated herein, on the Allottee committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Allottee committing breach of the terms and conditions of the Agreement, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion , be entitled to terminate the allotment of said Unit. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Speed/Registered Post at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of its intention to terminate the allotment of said Unit and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the

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Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate the Agreement.

- (ii) The Promoter upon termination of the Agreement as per para above shall refund all such amounts paid by the Allottee till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Promoter shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the said Unit, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in the Application/Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Application) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. 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 for such delay.
- (iii) **Cancellation by Allottee:** In case the Allottee wishes to withdraw/cancel the Agreement /allotment of the said Unit then the Promoter shall refund all such amounts paid by the Allottee till the date of cancellation without interest subject to forfeiture of Earnest Money along with Non Refundable Amount. The Promoter shall upon cancellation as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the said Unit, either by way of (i) personal hand delivery of cheque(s) to the Allottee, or (ii) courier of cheque(s) to the Allottee at the aforementioned address mentioned in the Agreement, or (iii) by any other means as the Promoter may deem fit. In the event the Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Allottee (as per the Agreement) /lender (in case the Allottee has procured a loan from a bank/ financial institution), as the case may be. 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 for such delay.
- (iv) The Allottee shall not have any right, title and/ or interest with respect to the said Unit upon the cancellation and/or termination of the Agreement/allotment of the Unit as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the said Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Allottee waives his/her right to raise any objection or dispute in this regard.
- (v) The Allottee undertakes to present himself/herself for surrender/cancellation of the Agreement, upon termination/cancellation of the Agreement/allotment of the said Unit as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Allottee undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of the Agreement/allotment of the said Unit.

### 13. ASSOCIATION

- (i) The Allottee agrees to join the Residents Welfare Association comprising of all the allottees of Complex (herein "**Association**") inter-alia for the purpose of management and maintenance of the Complex and sign and execute the membership application form and other documents, pay necessary membership fees, necessary for the joining of such Association. No objection shall be made by the Buyer/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in joining the Association, on account of any delay of the unit/s owners in complying with the above.
- (ii) The management and maintenance of only Common Area and Facilities will be transferred to the Association. Areas like unallotted car parking spaces, kiosks (if provided), limited common areas

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and independent areas declared or to be declared shall not be handed over to the Association. It is clarified that the commercial units/apartments in the Complex are not part of the common areas but are independent apartment/units meant for commercial usage, which the Promoter is entitled to allot/sell/transfer/lease on such terms and condition it deem fit

- (iii) The Allottee shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with smooth functioning of the Association and other cost towards preparing, executing and registering the Agreement with respect to undivided proportionate title in the common areas in the Project/Complex in favour of the Association. On the joining of Association, rights of the Allottee to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted units, areas and spaces in the Complex.
- (iv) The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
- a) The entrances in the Project/Complex shall not be obstructed or used for any purpose other than ingress to and egress to the said Unit;
  - b) The Allottee shall not make or permit any disturbing noises in the Project/Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Allottees/ occupants. The Allottee shall not use any loud speaker in the said Unit which shall disturb or annoy other Allottee / occupants in the Project/Complex;
  - c) Water-closets and other water apparatus in the Project/Complex shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee if found to be in default;
  - d) No bird or animal shall be kept or harbored in the Common Areas and Facilities. In no event shall dogs and other pets be permitted in any other part of the Project/Complex unless they are accompanied by someone;
  - e) No television aerial shall be attached to or hung from the exterior of the said Unit;
  - f) Garbage and refuse from the said Unit shall be deposited in such place only in the Project/Complex and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
  - g) The Allottee undertakes not to park his/her vehicles outside the said Unit or any other area not specifically designated for his/her use as car parking. No vehicle belonging to a Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Complex.

The Allottee shall adhere to the rules and regulations mentioned at (a) to (g) herein above and such further rules and regulations as may be made out by the Promoter/Association from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoter/Association or Maintenance Agency, as the case may be.

#### **14. TRANSFER/NOMINATION**

- (i) Subject to the terms of the Agreement and norms of LDA and subject to the Allottee clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Sale Deed, the Allottee 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 LDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Allottee of such applicable transfer charges (taxes extra) as per prevailing policy of the Promoter and upon the Allottee providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem 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

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Avas-Vikas Parishad / Association on such transfer/ substitution/ nomination shall also be paid by the Buyer / third party transferee. It is clarified that the Buyer shall pay an administrative fee, if any, of such amount as per prevailing policy of the Promoter in this regard.

- (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 Buyer and the Buyer 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 Buyer is mandatory, if any.
- (iii) The Buyer, for any transfer of the Unit post the execution after execution and registration of Sale Deed in his/her favour, shall obtain No Objection Certificate from the Promoter and shall pay an administrative fee of such amount as per prevailing policy of the Promoter in this regard.

## 15. MAINTENANCE

- (i) The Allottee agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities.
- (ii) The Allottee agrees to pay to the Promoter or Maintenance Agency, Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the said Unit) (herein "**MRMC Charges**"). The Allottee understands & agrees that the MRMC Charges may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any taxes etc. on MRMC Charges and outsourced services shall be borne by the Allottee.
- (iii) For the purposes of avoidance of doubt, it is clarified that the MRMC Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Allottee has taken such possession (for fit outs) or not. Such date shall be referred to as "**MRMC Commencement Date**".
- (iv) The Allottee agrees that on issuance of Offer Letter of the said Unit, an Interest-Free Maintenance Security (herein "**IFMS**") towards the security for payment of charges for maintenance, upkeep of or any damages to, the Common Areas and Facilities shall be payable by the Allottee as mentioned in **Schedule III**. The IFMS shall become payable within 30 days from the date of Offer Letter by the Promoter, whether or not the Allottee takes possession of the said Unit.
- (v) The Allottee agrees that upon offer of possession of said Unit he/she agrees to enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein "**the Maintenance Agency**") for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the said Unit). However, failure on the part of Allottee to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the MRMC Charges and other related charges.
- (vi) The Allottee agrees to pay monthly/quarterly/yearly MRMC Charges as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Allottee is in occupation of the said Unit or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the MRMC Charges in advance as per its policy. No interest shall be payable on such advance collection.
- (vii) The Allottee agrees that in case of his/her/their failure to pay the MRMC Charges on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to effect disconnection of services that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Areas & Facilities. Further, non-payment of MRMC Charges shall constitute a breach of the terms contained herein by the Allottee.
- (viii) The Allottee agrees that in the event the MRMC Charges, other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate the allotment by a notice in writing to the Allottee of 30 days (herein "**Notice Period**"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Promoter and the Allottee

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shall have no right, interest or lien in the said Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.

- (ix) The Allottee agrees that the Promoter / Maintenance Agency will maintain till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Promoter is not bound to maintain the Project beyond a period of one year, as aforesaid. The Allottee understands that the IFMS lying with the Promoter shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Promoter is authorized to cease the maintenance and return the IFMS after deducting any default of MRMC Charges etc. along with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Project and discontinue its maintenance. It is clarified that IFMS pool "net of aggregate defaults" of all the Allottee/s will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the Allottee/s directly. However, the Promoter may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Promoter shall retain IFMS and levy MRMC Charges till such time the maintenance is not handed over to the Association.
- (x) The Allottee agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association. The Applicant/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter 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 Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Allottee within 30 days of such demand. However, in such an event Allottee shall make further payment to maintain required balance of IFMS as applicable. The Allottee shall always keep the Promoter indemnified in this regard.
- (xi) The Allottee agrees that the common lawns and other common areas in the Complex 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.
- (xii) The Allottee 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 Promoter or its nominated Maintenance Agency.
- (xiii) The Allottee agrees that the maintenance of the said Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the lapse of the period as may be mentioned in the Offer Letter.
- (xiv) The Allottee understands and acknowledge that the Promoter had taken bulk supply electricity connection to distribute power in the Project/Complex and in such case Allottee shall not apply to the concerned department directly for supply of electrical energy in the Unit.
- (xv) The Allottee /s of residential units of the Project shall inter-alia have right to access and use the Common Areas and Facilities and common assets provided/installed and or to be provided/installed in the Project on the same terms and conditions which should not be less favourable than the one which are available to the Allottee /s of residential units of the Complex.
- (xvi) The Allottee agrees that the right to use the limited common areas and independent areas declared or to be declared by the Promoter shall be restricted for use of certain units to whom they are conferred or shall be conferred by the Promoter to the exclusion of the other unit/s the Complex.
- (xvii) The Allottee acknowledge and agrees that the independent areas declared or to be declared under the Applicable Laws shall not form part of Common Areas and Facilities and the Promoter shall be solely entitled to deal with the same in the manner it deem fit and proper.
- (xviii) The Allottee is aware that the amenities /facilities in the club, may be allowed to be used by all the allottee(s)/buyer/s of residential units in the Complex on payment of its usage charges and on such terms and conditions as may be stipulated by the Promoter or its outsourced Maintenance Agency, from time to time.
- (xix) The Allottee is aware that as such the services viz water, sewer, electricity are inter linked in the Complex.

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**16. DEFECT LIABILITY**

If the Allottee brings to the notice of the Promoter any structural defect in the said Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Promoter without further charge to the Allottee. However, the Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the said Unit or defect in workmanship, quality or provision of service. The Promoter shall be discharged from its liability as aforesaid in the event the Allottee carries out any structural modifications, alterations at his/her own accord and/or if the Allottee makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the said Unit. Additionally, the Promoter shall not be liable in case of the following:

- a) Structural defects caused or attributable to the Allottee including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the said Unit other than for its intended purpose;
- b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
- c) Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
- d) Structural defects occurring in the said Unit or said Unit that has undergone unauthorised civil renovations by the Allottee.
- e) Damage caused by failure on the part of Allottee to undertake routine and expected care and internal maintenance of the said Unit.

Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned herein above) the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

**17. RIGHT TO ENTER THE SAID UNIT / PROJECT FOR REPAIRS**

- (i) The Promoter/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas & Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the said Unit 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.
- (ii) The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Complex/Project and any common rights of ways with the authority to grant such rights to the Allottee and/or other Allottees/s at the Complex /Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Complex /Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Complex/Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Complex/Project appurtenant to each and every building to be constructed at the Complex/Project without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/ other occupants of the units constructed at the Complex/Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the said Unit, the Allottee authorize/s the Promoter and / or Maintenance Agency to break open the doors/windows of the said Unit and enter into the said Unit to prevent any further damage to the other apartments in the Complex/Project. In such a case, the Promoter and / or Maintenance Agency shall not be liable for any theft or loss or inconvenience caused to the Allottee on account of entry to the said Unit as aforesaid and the Allottee hereby expressly consents to the same.

**18. GENERAL**

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- (i) The Allottee ensures and undertakes that all Fit-outs/interior works done internally within the said Unit shall not pose any nuisance to the other occupants/purchasers of the Complex/Project and also protect against fire, pollution or health hazards, noise, etc. in the Complex/Project.
- (ii) The Allottee shall not alter the façade, colour scheme of the said Unit or make any such alterations which are visible on the external façade of the said Unit.
- (iii) The Allottee shall use the said Unit for the residential purposes as per the provisions of this Application, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Complex/Project nor for any illegal or immoral purposes.
- (iv) The Allottee shall from the expiry of date to take possession of the said Unit within such date as mentioned in the Offer Letter or the date of execution of the Sale Deed, whichever is earlier, be liable to bear all costs and expenses to keep the said Unit in a good and tenantable state and condition including structural maintenance, regular painting, seepage etc. The Allottee shall carry out, at his/her own cost and expenses, all internal repairs to the said Unit and maintain the same and not do or suffer to be done anything in or to the said Unit or in the Complex/Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this provision, the Allottee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or Association or the Competent Authority, as the case may be.
- (v) The Allottee shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the said Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the said Unit whether temporary or of a permanent nature. The Allottee shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the said Unit. The Allottee shall, with the prior written consent of the Promoter, be at liberty to fix safety grills on the windows of the said Unit, of such design as the Promoter may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Allottee or there is a deviation from the specifications prescribed by the Promoter; the Promoter shall be entitled to remove, at the cost and risk of the Allottee, all such grills which may have been fixed at the said Unit together with any decorations, alterations, additions or improvements in the said Unit made by the Allottee. The Allottee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Promoter towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Promoter.
- (vi) The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Complex/Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- (vii) The Allottee hereby declare/s, agree/s and confirm/s that the monies paid/payable by him/her towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Allottee further declare/s and authorize/s the Promoter to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee further agree/s and confirm/s that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to terminate the Agreement. Upon such termination the Allottee shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter, which the Allottee hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Allottee shall be refunded by the Promoter to the Allottee in accordance with the terms of the Agreement only after the Allottee furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

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- (viii) The Allottee shall neither encroach upon the Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Complex/Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- (ix) The Allottee shall not store in the said Unit or bring into the Complex/Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Complex/Project or which is objected to by the Promoter or the Association. If any damage is caused to the said Unit, Common Areas and Facilities, or to the Complex/Project on account of any act, negligence or default on part of the Allottee or his/her employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.
- (x) The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the Common Area and Facilities or any portion of the Complex/Project.
- (xi) The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the said Unit. However, they may install UPS systems within the said Unit.
- (xii) The Allottee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the said Unit or land underneath or lands forming part of Common Areas and Facilities.
- (xiii) The Complex shall always be known as **"Eldeco Saubhagya"**. These name(s) shall not be changed by anyone including the Allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Complex/Project may be changed at the sole discretion of the Promoter and the Allottee shall not be entitled to raise any objection/hindrance on the same.
- (xiv) The Allottee agrees and confirms that the payment made hereunder do not create or bring into existence any lien/ encumbrance over the said Unit in favour of the Allottee against the Promoter other than rights and interests as contemplated under the Agreement. Further, the Allottee agrees that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the said Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sale Deed in his/her favour by the Promoter. However, the Allottee may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under the Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Allottee may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the said Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Sale Deed. Any such arrangement/ agreement shall be entered into by the Allottee at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank/ financial institution. The Allottee shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the said Unit. The Allottee hereby agrees that the Promoter shall be entitled to terminate the Agreement at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.
- (xv) The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the said Unit, in the Common Areas and Facilities or on the external façade of the Complex. However, the Allottee may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Promoter or

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- the Association, as the case may be. The Allottee agrees to obtain a prior written approval from the Promoter or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- (xvi) Till the time each unit/s in the Complex/Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Complex/Project, as the case may be, in proportion to the Carpet Area of the said Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- (xvii) In case of termination of the Agreement, all documents executed/ received by the Allottee(s) in furtherance thereto shall stand terminated for all intents and purposes and the Allottee(s) shall return all documents (in original) to the Promoter.
- (xviii) The Cost of Property is exclusive of the statutory deposits to be made by Promoter to Competent Authorities towards electricity, water and other facilities at the Complex/Project. The same shall be payable by the Allottee on a pro-rata basis as and when demanded by Promoter/ Competent Authority. In case the same gets enhanced under the Applicable Laws including any revision, whether prospectively or retrospectively, the same shall be payable by the Allottee. Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Promoter from the Competent Authorities, the same shall be adjusted in future installment or refunded to the Allottee on pro-rata basis as the case may be.
- (xix) The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Allottee that the Complex/Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the said Unit, as the same is to be provided by the concerned government or local authority or body. The Allottee agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- (xx) The Allottee hereby agrees and undertakes that he/she/they shall pay the insurance premium of the said Unit and proportionate common area of the Complex/Project, from such date as intimated by the Promoter and the same is in addition to Cost of the Property.
- (xxi) The Allottee understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the Allottee/s, the Promoter will allocate the open parking/bay to certain Allottee/s only to the exclusion of others Allottee/s of the Project/Complex. The Allottee hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Complex/Project or the parking space/bay allocated to other Allottee/s of the Complex/Project (ii) to park his/her vehicle only in the space allocated to him/her.
- (xxii) The Allottee acknowledge(s), agree(s) and undertake(s) that the Allottee shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Allottee nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- (xxiii) The Allottee undertakes that the Allottee has/have taken the decision to purchase the said Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Allottee by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in the Agreement.
- (xxiv) The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xxv) The Allottee understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project/Complex are proposed to be designed & installed by the Promoter on the basis of diversity factor considering group diversity @ 60%. The Allottee agrees that he/she/they, either singly or in combination with other Allottee/s in the Project/Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Promoter to different Allottee/s.

<b>SOLE/ FIRST APPLICANT</b>	<b>SECOND APPLICANT</b>
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- (xxvi) In case the Allottee desire/s (with prior written approval/consent of the Promoter) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Cost of the Property of said Unit shall be considered by the Promoter.
- (xxvii) The Allottee understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- (xxviii) The Allottee confirm that he/she/they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same. The Allottee further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any unit and/or service and the Allottee has not relied on the same for purchase of the said Unit.

#### **19. 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 and disclosed, except for as provided in the Act.

The Allottee understands that the Promoter is developing the Complex in phased wise manner and accordingly will be developing Tower 5 situated in the Complex lateron. As such the total buildable area (Floor Area Ratio-FAR) on the said Plot may be allocated by the Promoter to each phase at its sole discretion, which may or may not correspond to land area comprised in the said relevant phase, the Allottee has understood the same and undertakes not to raise any dispute in this regard. The Allottee agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Said Plot as per the approvals granted by the Competent Authority and as per Applicable Laws. The Allottee further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Allottee shall give its consent as required under the Applicable Law.

All FAR at any time available in respect of the Complex or any part thereof shall always belong absolutely to the Promoter, till the time the development of the entire Complex as contemplated by the Promoter is completed by the Promoter.

#### **20. MORTGAGE OR CHARGE**

The Allottee hereby agrees and confirms that if the Promoter so desires, it shall be entitled to create security on the Total Land / Project Land together with the buildings being constructed thereon and receivable there from by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof, save and except the said Unit allotted herein. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the said Unit. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Allottee hereby gives express consent to the Promoter to raise such financial facilities against security of the Total Land/Project Land together with the buildings being constructed thereon and receivable therefrom as aforesaid, save and except the said Unit agreed to be transferred hereunder.

**SOLE/ FIRST APPLICANT**

**SECOND APPLICANT**

**21. GOVERNING LAW:**

That the rights and obligations of the parties shall be construed and enforced in accordance with the laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made there under. Any change so prescribed by the Act shall be deemed to be automatically included in Application / Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

**22. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, 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 (i) the Parties shall in the first instance, if permitted under relevant laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Lucknow, (ii) or if not permitted under the prevalent law to adjudicate the dispute through arbitration, the said dispute shall be settled through the adjudicating officer appointed under the Act.

*I/We have read through the Application Form and General Terms & Conditions for allotment of the said Unit 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.*

**SOLE/ FIRST APPLICANT**

**SECOND APPLICANT**

Date:

To

**Omni Farms Pvt. Ltd.**

2<sup>nd</sup> Floor, Eldeco Corporate Chamber-I,  
(Opp Mandi Parishad), Vibhuti Khand,  
Gomti Nagar, Lucknow-226010

**SUBJECT: APPLICATION FOR ALLOTMENT OF A CONVENIENT SHOP IN “ELDECO SAUBHAGYAM ARCADE”, AMAR SHAHEED PATH, LUCKNOW**

Dear Sir/Madam,

I/We acknowledge that **Omni Farms Pvt. Ltd** (herein “**the Company**”) is developing a residential group housing project namely ‘**Eldeco Saubhagyam**’ on a land admeasuring \_\_\_\_\_ sq. mtrs situated on Amar Shaheed Path, Lucknow (herein “**Complex**”).

The Company on a certain portion of the Complex (herein “**Identified Area**”), is developing a commercial complex namely, **Eldeco Saubhagyam Arcade** (herein “**Commercial Complex**”) consisting of Convenient Shops.

I/We hereby apply for the allotment of a Convenient Shop, as per details given below (herein “**Shop**”), in the Complex, as per the terms and conditions of the offer for allotment of the same, according to the (A) Construction Linked Payment Plan / (B) Down Payment Plan. In the event of the Company agreeing to allot Shop 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 are fully aware and agree that the allotment of Shop 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 Shop 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 Shop 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 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 schedule in respect of the Shop 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 cancel 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 Shop to anyone else or do as it deem fit.

I/We have made this application for allotment of Shop with full knowledge of and subject to all the Acts/laws/notifications and rules applicable to this Complex in general and Shop 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 agrees to pay the installments / payments as stipulated / demanded by the Company as per (A) Construction 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: \_\_\_\_\_

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

First applicant: \_\_\_\_\_

Second applicant: \_\_\_\_\_

**Form 60 to be supported with address proof issued by Government Authority of Residing country.**

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

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

**SHOP DETAILS**

Shop no. \_\_\_\_\_ Type \_\_\_\_\_ Category \_\_\_\_\_ Floor \_\_\_\_\_

Super Area \_\_\_\_\_ sqfts. ( \_\_\_\_\_ sq mtrs.) Carpet Area \_\_\_\_\_ sqfts. ( \_\_\_\_\_ sq mtrs.)

Basic Price: Rs. \_\_\_\_\_

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

Signature: Applicant: \_\_\_\_\_

Co-applicant: \_\_\_\_\_

**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 the Company of any change in the above information, till the Shop is allotted or is duly registered in my/our name(s), and understand that any failure on my/our part to do so shall give the absolute right of rejection of application to the Company.

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.

**FOR OFFICE USE ONLY**

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

Location booked: \_\_\_\_\_ Date of booking: \_\_\_\_\_

Dealing executive: \_\_\_\_\_ Checked / verified by: \_\_\_\_\_

**PROCEDURE & INDICATIVE TERMS AND CONDITIONS OF ALLOTMENT**

The following terms and conditions of allotment are indicative with a view to assist and make familiar to the Applicant/s the financial terms, nature of title/ownership and other aspects of the Complex. The following indicative terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement, etc and the Allottee/s is/are required to sign them at appropriate time as and when required by the Company.

**A. DEFINITIONS**

“**Commercial Complex**” shall mean commercial building namely **Eldeco Saubhagyam Arcade** consisting of convenient shops to be constructed on the Identified Area (defined below) in the Complex.

“**Common Areas & Facilities of the Commercial Complex**” shall mean open/green areas/spaces, road & paths, service areas, entrance and exit and all easements, rights and appurtenances and common facilities of the Commercial Complex to be constructed on the Identified Area.

“**Earnest Money**” means an amount equivalent to 20% of the Basic Price of the Shop.

“**Holding Charges**” means the administrative costs incurred by the Company to hold the Shop, if the Allottee/s fails to take actual & physical possession of the Shop after expiry of the period specified in the offer of possession.

“**Identified Area**” means that portion of the Complex, on which the Company is developing the Commercial Complex namely, **Eldeco Saubhagyam Arcade** consisting of Convenient Shops, in terms of building byelaws.

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

“**Safeguarding Charges**” means the charges incurred to guard the Shop against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Shop after expiry of period mentioned in the offer of possession. It does not include guarding or safekeeping of fitments provided and material used in the Shop.

**B. ALLOTMENT**

1. The allotment of the Shop will be on the basis of Application Form, wherein, applicant/s has/have indicated the location, size & type of Shop required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favoring “**Omni Farms Pvt. 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.
4. The Applicant/s has applied for Shop with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Complex and in particular the terms and conditions of allotment of the Shop by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof.
5. The Applicant/s has been provided by Company with all the relevant information, documents, master plan and such other credentials with respect to the right, interest, competency of the Company and the basic infrastructure work to be provided in the Complex. The Applicant has confirmed that he/she/they have examined the said documents, master plan etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Company on the Plot on which the Complex is being developed, and have understood all limitations and obligations of the Company in relation thereto.
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 Allottee/s 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 not paid when it becomes due, then the Company shall charge interest @15% p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, the allotment shall automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lien/right on the Shop. 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 @ 15% p.a. along with the restoration charges as per Company policy and restore the allotment of the Shop, in case it has not been allotted to some one else. In such a situation, an alternate Shop /property, if available, may be offered in lieu of the same.
- (b) The Allottee/s agrees that in default case, if part payment is received from Allottee/s, such payment shall be first adjusted against the interest on delayed payments till date and then subsequently 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 Allottee/s 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 Shop. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.
- (d) The Allottee/s 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 Allottee/s in case of dishonour of his/her/their cheque. The Allottee/s shall be responsible for the delay caused due to such reasons.
2. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Shop, then the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Allottee/s 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 Shop (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 Allottee/s shall be accordingly delayed without any claim towards interest for such delay.
3. The Allottee/s 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 Shop, 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 Allottee/s alone.
  - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall 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 the provisions contained in Clause 1 as above.

- (c) In case of default in repayment of dues of the employer/financial institution/agency by Allottee/s, the Company may cancel the allotment of the Shop (the Allottee hereby authorise the 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 Allottee/s. Upon such cancellation, the Allottee shall have no right, interest or lien in the Shop. The refund to the employer/financing institution / agency and the Allottee (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 3 above.
- (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee/s request subject to upto date payments of all dues.

## **C. CONSTRUCTION/COMPLETION**

1. The Allottee/s understands and agrees that the construction of the Shop is likely to be completed within a period of 30 months with an additional 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 herein below)) and subject to fulfillment of the Terms and Conditions of the Allotment Certificate & Agreement including but not limited to timely payments by the Allottee/s, in terms hereof. The Company shall be entitled to extension of time for completion of construction of the Shop equivalent to the period of delay caused on account of the reasons stated above. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over possession of the Shop on account of the aforesaid reasons. However, if the Allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. The Allottee(s) agrees and understands that the construction will commence only after all necessary approvals are received from the concerned authorities including Ministry of Environment & Forest.
2. The Allottee/s understands and agrees that subject to the terms and conditions of the Allotment Certificate & Agreement, in case of any delay (except for Force Majeure clause defined below and conditions as mentioned in clause C1) by the Company in completion of construction of the Shop and consequently there is delay in offer of possession of the Shop, the Company shall pay compensation @ 5/- (Rupees Five Only) per sq. ft of the Super Area of the Shop 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/conveyance/transfer deed of the Shop, to the Allottee(s) first named.
3. The final area of the Shop will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area, the Company will ensure necessary adjustments in the basic price, pro rata. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party. If the Super area of the Shop varies upto 10%, then the Allottee shall be liable to pay/entitled to refund difference in price at the rate prevailing at the time of allotment of Shop and in case final built up area varies beyond 10% then the current rate shall be applicable on the variation.  
The Allottee(s) agrees that in case of area variation beyond 10% of the allotted Super Area, the Allottee/s may have the option to continue with the Allotment or get his/her/their allotment cancelled and seek refund of the entire money received paid by the Allottee(s) without interest. On cancellation, 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 Shop. The terms of refund as mentioned in Clause B (23) under headings "Payments" will apply except forfeiture of Earnest Money.
4. (a) The Allottee understands and agrees that the built up area of the Shop shall be the covered area; inclusive of the area under the periphery walls, area under columns and walls within the Shop, half of the area of the wall common with other shop/office space adjoining the Shop and 100% of non common wall.  
(b) The Allottee understands and agrees that the Super Area in addition to Built-up Area as defined at 6(a) shall include proportionate share of circulation area (Corridors & Staircases) plus proportionate share of area designated for common facilities (Toilets, Bus-bar etc) plus Mumty area and 50% of Projections.  
(c) The Allottee understands and agrees that other than the built up area of the Shop, all Common Areas of the Shop and surfaces including external facade, corridors etc. shall remain the property of the Company.

5. (a) The building plan, drawings and dimension are tentative as shown in the sales literature, which may be revised due to technical / regulatory reasons or at the discretion of the Company without any objection from the Allottee(s). If due to said revision the location /~~Super~~ area of the Shop are changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned. The Allottee/s acknowledges that the Complex/Commercial Complex is under development/ construction, 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 its sole discretion in the interest of the Complex/Commercial Complex or if the same is required by the concerned authority.  
 (b) The specifications as mentioned in the specification sheet are tentative. 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 technical reasons / popular demand / non availability of material etc. or for the overall betterment of the Complex/Commercial Complex/Shop, without any objection from the Allottee. The proportionate cost of such changes shall be borne by the Allottee/s.
6. The Allottee/s acknowledges that any variation in the cost of materials/labour/s etc. from the date of booking till the date of offer of possession, calculated on the basis of CPWD plinth area cost index at Lucknow, shall be borne by the Allottee/s on pro-rata basis. It is clarified that the construction cost of the Shop is Rs. \_\_\_\_\_ per sq. ft. of the Super area of the Shop and the methodology for calculating the variation in the construction cost shall be as under:  

$$\text{Base Construction Cost (BCC)} = (\text{_____} \times \text{Built up Area of the Shop})$$

$$\text{Escalated Construction Cost (ECC)} = \text{BCC} \times (\text{CPWD index in the month of offer of possession} / \text{CPWD index in the month of Booking})$$

$$\text{Escalation to be reimbursed to the Company} = (\text{ECC} - \text{BCC}) \times 50\%$$
7. The Service Tax and Value Added Tax on Shop and/or on construction/development cost of the Commercial Complex/Shop will be separately and proportionately borne by the Allottee/s over and above the Basic Price.
8. The Allottee/s understands and agrees that the Shop is agreed to be allotted/transferred in bare structure only and the Basic Price of the Shop does not include the cost of interior finishing like, electric wiring, electrical & sanitary fittings, fixtures, geysers, A.H.U./ F.C.U., fans, tube-lights, MCB, internal fire safety measures, interior work, flooring, glazing, etc. which shall be done by the Allottee at his/her/its own costs & expenses. It further clarified that Basic Price also does not include the cost of interior work in the Shop.
9. The Allottee/s agrees to make extra payment towards the following facilities:
  - 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, intercom system or any other common facility/service if provided by the Company shall be proportionately borne by the Allottee/s.
  - iii) The stand-by generator for running the, tube well and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the Shop, the cost of the same shall be charged extra to the account of the Allottee/s at a rate intimated by the Company. The running costs of the stand-by generator and the power back-up systems to the Shop shall be proportionately borne by the Allottee/s over and above the general maintenance charges.
  - iv) The proportionate cost of deposits / charges paid to the authorities for electrification, cost of external supply cables, cost of transformer, main electrical panel and cost of cables up to the distribution box shall be paid by the Allottee/s.
10. The Allottee/s agrees that the Company's responsibility to rectify any construction defect in the Shop is restricted only for period of one year from the possession due date of the Shop. The Allottee/s understands and agrees that no compensation shall be payable by the Company for the losses, if any, incurred/suffered by him/her/them 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 (as defined below), then the Company shall not be liable for the same.
11. The Allottee/s agrees that the permissible Floor Area Ratio (FAR) if unutilized and additional/transferrable FAR if permitted by the concerned authorities for the Complex shall exclusively belong to the Company. The Company shall have the sole discretion and right to utilize the unutilized/additional/transferrable FAR, including but not limited to constructing additional floor/ building in the Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that such additional construction by use of unutilized/additional/transferrable FAR, shall be the sole property of the Company, which the Company shall be entitled to dispose and appropriate revenue there from, on such terms and conditions, as it

may deem fit and proper without any interference from the Allottee(s). The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the unutilized/additional/transferable FAR and shall have no objection to any of such construction activities carried on in the Complex.

12. The Allottee/s understands and agrees that the Company will be taking bulk supply electricity connection to distribute power in the Commercial Complex and as such the Allottee/s shall not apply to the concerned department directly for supply of electrical energy in the Shop.
13. The Allottee/s understands and agrees that the Company to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.

#### **D. POSSESSION**

1. The Allottee/s understands and agrees that on completion of construction of the Shop, the Company shall issue a written offer of possession / Final Demand Notice (herein “FDN”).
- 2 (a) The Allottee/s agrees that the possession of the Shop will be given after execution of Sale/conveyance/transfer Deed/Transfer Deed, subject to (i) Force Majeure Conditions (as defined below) and (ii) payment of all the amounts due and payable by the Allottee/s upto the date of such possession including maintenance charges, IFMS (defined hereinafter) & stamp duty and other charges etc. to the Company, as stipulated in the FDN.
- (b) The Allottee/s has to make upto 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 Shop from the Company within 30 days of payment of all the dues as stated in FDN failing which the Shop will lie at the risk & cost of the Allottee/s. In other words, possession of the Shop shall become due on the date of expiry of the 30 days period from the date of payment of all dues stipulated in FDN (herein “**Possession Due Date**”). The Allottee/s understands & agrees that the Maintenance charges (defined hereinafter), Holding charges, Safeguarding charges, 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 Allottee/s takes over possession of his/her/their Shop.
- (c) The Allottee/s understands & agrees that in the event of his/her/their failure to take over the possession of the Shop beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Safeguarding charges, Maintenance Charges, other charges, etc. the Shop 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 whatsoever.
3. The Allottee/s agrees that in case he/she/they fails to take possession of the Shop after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs.5/- per sqft. per month and Safeguarding Charges @ Rs.2.5/- per sqft. per month respectively of the Area of the Shop till the date of actual possession of the Shop .
4. The Allottee/s upon taking possession of the Shop shall be entitled to use and occupy the Shop for commercial 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/conveyance/transfer deed/Transfer Deed has been executed and registered in his/her/their favour.
5. The Allottee/s agrees and undertakes to sign the Possession document/s, Maintenance Agreements, etc. as and when called upon to sign by the Company and shall abide by their terms and conditions. The Allottee/s shall pay charges towards IFMS, stamp duty and other charges, etc. at the time of offer of possession/FDN.
6. The possession date of the Shop as agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installment/s and other charges mentioned herein shall immediately become due.
7. The Allottee/s agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV, etc. then the Company shall be entitled to recover the cost on pro rata basis from the Allottee/s.
8. The Allottee/s shall pay in respect of his/her/their Shop 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 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 or from the RWA at the time of transfer of IFMS to the RWA/ Allottee(s), as the case may be.

#### **E. ALLOTTEE’S COVENANTS**

The Allottee/s acknowledges that the Shop is situated in the Complex and therefore he/she/it shall always comply with the Company/Maintenance Agency/Competent Authorities instruction/s with respect to the Shop like (i) working hours and opening/closing timings (ii) operating instructions as may be intimated, from time to time.

In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in the Allotment Agreement, the Allottee shall also observe, undertake, perform and comply with the following conditions:

1. The Allottee agrees that, subject to the terms of the Allotment Agreement, he/she/they shall make timely payments for the maintenance charges, meter hire charges, electricity (fixed & consumption)/water charges etc. to the Company/Maintenance Agency/competent Authority, as the case may be.
2. The Allottee agrees that he/she/they shall, at its own cost and expenses, obtain and maintain all applicable permissions, approvals and license required for running its business from the Shop and shall strictly comply with the same.
3. The Allottee agrees that he/she/they shall always comply with all applicable laws related to running its business from the Shop. The Allottee shall be solely responsible for all liabilities (either civil or criminal) attributable to violation of any Applicable laws/Applicable permits, bye-laws, rules or regulations by it, in relation to use or running its business from the Shop.
4. The Allottee agrees that he/she/they shall pay to the government authority/department (as the case may be) all present and future applicable taxes, charges, rates, assessments, duties, levies, fines, cesses and penalties as per the Applicable law that may be levied, demanded or claimed by such government authority/department from time to time including any increase therein effected or fines or penalties related thereto on the operations/nature of business from the Shop.
5. The Allottee agrees that he/she/they shall (i) use the Shop only for the commercial purpose/s, (ii) not use or allow to be used the Shop for unlawful, obnoxious or immoral purposes or do or cause to be done any activity that may cause nuisance to other Allottee/s in the Commercial Complex/Complex, (iii) not keep/store any hazardous materials in the Shop and (iv) not spread odour, litter, pollute or cause nuisance/damage/annoyance/inconvenience in the property /other allottee/s and occupiers of the Commercial Complex/Complex and in the adjoining areas. The Allottee shall always ensure, at the regular intervals, proper positioning & removal of the garbage/waste at the area/space designated by the Company/Maintenance Agency/RWA.
6. The Allottee agrees that he/she/they shall at its/their own cost and expenses keep the Shop and its surrounding areas neat, clean and hygienic and make its/his/her own arrangement for security of goods & personnel inside the Shop.
7. The Allottee agrees that if the Company need to install the effluent treatment plant, pollution control devices and /or any other preventive measures due to requirement of any law/byelaws, order or directions or guidelines of the Government / any Statutory Authority / Body, then the cost of such additional devices, equipment shall be borne and paid by the Allottee/s, on pro-rata basis.
8. The Allottee/s understands and agrees that from the date of offer of possession the internal maintenance of the Shop shall be his/her/their exclusive responsibility. The Allottee/s is not entitled to cause any alteration or damage to the superstructure, ceiling, wall etc. of the Shop, however, the Allottee/s shall be entitled to undertake any minor internal modifications/ renovations/ decorations etc. in the Shop with the prior written approval of the Company. The Company at its discretion may refuse such minor internal modifications/ renovations/ decorations etc. in the Shop which may, in the opinion of the Company/Maintenance Agency, affect the structural stability.  
In case damage is caused to the Shop/ adjacent shop / common areas/ facilities due to aforesaid reasons, then the Allottee/s shall get the same repaired failing which the cost of repair may be deducted from the Allottee's IFMS or if the IFMS is insufficient to meet the expenses the cost shall be recovered/payable by the Allottee/s.
9. The Allottee/s understands and agrees that the Allottee or its nominees/ agents/ employees etc. shall not put up any name or signboard, neon sign, publicity, advertisement material, goods, merchandise, etc. on the external façade of the Commercial Complex or on common areas of the Shop/Commercial Complex/Complex. The signage rights in the Complex shall remain with the Company which shall be permitting usage/letting out of signage spaces as per its signage policy. The Allottee agrees to follow the signage policy vis-a-vis size, design, changes etc. of the display.

## **F. MAINTENANCE**

1. On issuance of offer of possession/FDN (defined hereinbefore) of the Shop, whichever is earlier, an Interest-Free Maintenance Security (herein **"IFMS"**) towards the maintenance and upkeep of the Common Areas and Common Facilities of the Commercial Complex and the Complex shall be payable by the Allottee/s. The amount to be deposited as IFMS will be intimated to the Allottee/s 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 Allottee/s takes possession of the Shop.
2. The Allottee/s upon offer of possession agrees to enter into a Maintenance Agreement with the Company or association / body of Allottee(s) or any other nominee/agency/association(s) as may be appointed / nominated by the Company (hereinafter referred to as **'the Maintenance Agency'**) for the maintenance and upkeep of the Common Areas and Common Facilities of the Commercial Complex and the Complex and pay charges for the same based on the size of the Shop (herein **"Maintenance Charges"**). However, failure on the part of Allottee/s 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 Allottee/s commencing from the date notified by the Company for taking over possession of the Shop, shall pay to the Company or Maintenance Agency, the Maintenance Charges towards the upkeep of Common Areas and Facilities (excluding internal maintenance of the Shop) of the Commercial Complex and the Complex. 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 Shop or not, within a period of 7 days of demand. In case of delay in payment of the 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. (a) In case of failure of the Allottee/s to pay the Maintenance Charges on or before the due date, the Allottee/s is permitting the Company / Maintenance Agency to deny him/ her/them maintenance services. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.  
(b) In the event the Maintenance Charges, other charges/dues, etc. are in arrears for more than three consecutive months then the Company shall have the right to terminate the allotment/Sale/conveyance/transfer deed (as the case may be) by a notice in writing to the Allottee of 30 days ( herein **"Notice Period"**). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Company and the Allottee shall have no right, interest or lien in the Shop. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments & other dues, if any, shall be governed by the provisions provided in Clause B (2) above.
6. The Company / Maintenance Agency will maintain the Complex/Commercial Complex till the maintenance is handed over to the Allottees' Association or for a period of 1 year from the date of completion of the Shop or offer of first possession, whichever is earlier. The Company is not bound to maintain the Complex/ Commercial Complex beyond a period of one year from the date of offer of first 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 Allottee's 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 Shop to the Allottee/s and discontinue maintenance of the Complex/Commercial Complex. 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 Complex even after the said period of one 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 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 & Common Facilities of the Complex/Commercial Complex, adjoining Shop /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 then 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. The Allottee/s agrees to form and join the Shop Owners Welfare Association (“**SOWA**”) for the purpose of management and maintenance of the Commercial Complex and Complex Allottees’ Association (“**Association**”) for the purpose of management and maintenance of the Complex. Only the management and maintenance of Common Area and Common Facilities of the Commercial Complex will be transferred to the SOWA on such terms and conditions as the Company would deem fit and proper.  
It is clarified that in case the Company handover the maintenance of the Commercial Complex to SOWA or the Company decides to abandon the maintenance of the Commercial Complex, the SOWA and the Allottee/s, jointly or severally, shall pay/be continue to liable to pay the maintenance charges for the maintenance of the Common Areas & Facilities of the Complex and other charges, for up-gradation of the Complex, till the maintenance of the Common Areas & Facilities of the Complex is handed over to the competent authority/Complex Allottee’s Association in terms of the applicable laws.
9. The Allottee/s or its 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.
10. The maintenance of the Shop including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the date of possession or possession due date, whichever is earlier.
11. The Company / Maintenance Agency / SOWA/Association shall have full right to access to and through the Shop, if required for periodic inspection / carrying on the maintenance and repair of the service conduits and the structure.
12. The Allottee/s understands and agrees that the Company, to administer the collection of charges towards general maintenance, power back up, water supply, etc. may, in its discretion, integrate the billing and collection of charges through a common mechanism including pre-paid meters.

#### **G. TERMS OF U.P. AWAS EVAM VIKAS PARISHAD/OTHER COMPETENT AUTHORITY (IES)**

1. The Allottee/s agrees to pay 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, annual rent etc. of any nature whatsoever, by any local administration, State Government, Central Government, U.P Awasi Vikas Parishad/any other Competent Authority (ies) on the Complex/Commercial Complex/Shop or the Company or its vendors in connection with the construction and the development of the Complex/Commercial Complex/Shop by virtue of any notification or amendment in the existing laws and/or any increase therein effected, on pro-rata basis. The Allottee/s agrees and understands that if such pro rata demand is raised as above said on him/her/them then the same shall be payable by him/her/them directly to the concerned Government agency/competent authorities or department concerned or to the Company as the case may be.
2. The Allottee/s agrees that 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 Complex to be connected to the internal services are to be provided by U.P Awasi Vikas Parishad/other Competent Authority (ies). The Allottee/s acknowledges and agrees that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/U.P Awasi Vikas Parishad/other Competent Authority (ies) in the Complex/Commercial Complex 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 agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Complex/Commercial Complex.
3. The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of U.P Awasi Vikas Parishad and/or competent authority (ies), if any in respect of the Commercial Complex / Unit.
4. The Allottee/s agrees and understands that all the terms and conditions of U.P Awasi Vikas Parishad of allotment/development of Plot on which the Complex/Commercial Complex/Unit is to be developed shall be mutatis mutandis binding upon him/her/them.

#### **H. SALE/CONVEYANCE/TRANSFER DEED**

1. The execution of Sale/conveyance/Transfer Deed of Shop shall be subject to up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges etc. to the Company. The Allottee/s undertakes to execute and get register the Transfer/Sale/conveyance Deed in respect of the Shop within 30 days from the date of intimation by the

Company in writing, failing which, Allottee/s authorizes the Company to cancel the allotment and forfeit the Earnest Money, adjust the interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the Shop.

2. The Allottee/s through Sale/conveyance/Transfer Deed shall get exclusive possession and title of the built up area of the Shop alongwith proportionate undivided and impartible right in the land underneath the Commercial Complex namely Eldeco City Arcade and right to use the Common Areas and Facilities of the Identified Area.
3. The Allottee/s agrees to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward registration of the Sale/conveyance/ Sale/conveyance/transfer Deed including documentation. If the Company incurs any expenditure towards the registration of the Shop, the same shall be reimbursed by the Allottee/s.
4. The Allottee/s prior to execution of Sale/conveyance/ transfer Deed of the Shop 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 Allottee/s, up to 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 Allottee/s 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 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 the Allotment Certificate & Agreement to restrict nomination / transfer / assignment of the allotted Shop 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 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 Allottee/s 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.
5. For any subsequent transfer of the Shop by way of Sale or otherwise by the Allottee/s, after execution and registration of Sale/conveyance/transfer Deed in his/her/their favour, the Allottee/s shall obtain "No Dues Certificate" from the Company and/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, 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 Allottee/s 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 Shop . The Allottee/s 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**

If any term(s)/provision(s) contained herein shall be determined to be void or unenforceable under applicable laws/order/notification, 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.

#### **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 receipt of critical approvals pertaining to building plans/ layout plans, environment clearance etc., 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, 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 project is being developed by Company in association with M/s Nimmi Buildtech and M/s RG Infracity (P) Ltd on a land owned by M/s Omni Farms Pvt Ltd (sister concern of Company), allotted by U.P Awasiya Vikas Parishad, Lucknow under their Vridavan Yojana Scheme situated at Raibareilly Road, Lucknow.
2. The 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 Complex 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 Shop and (ii) the Shop shall be free from all encumbrances at the time of execution of Sale / transfer deed.
2. The address given in this Application 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/ the Allotment Certificate & Agreement shall be deemed to have been received by the Allottee/s.
3. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of “**Eldeco Housing and Industries Limited**” payable at Lucknow only or as may be directed by the Company.
4. The Allottee/s shall not be entitled to subdivide the Shop or amalgamate the same with any other Shop /adjoining area without the written consent of the Company. In case of joint Allottee (s), each Allottee’s share in the Shop shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
5. The Allottee(s) agrees and undertakes to pay all rates, tax on Complex/Commercial Complex/Shop, 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 Complex/ Shop as the case may be as assessable or applicable from the date of the allotment. If the Shop is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Shop 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.
6. (a) The Allottee/s understands and agrees that except the usage right in the Common Areas and Facilities of the Identified Areas he/she/they have no usage right in the common/reserved areas and facilities of the balance/remaining part of the Complex (including residential complex of the Complex) like children play areas, sports courts, parks, swimming pool, club facilities, school etc.  
(b) The Allottee/s understands and agrees that the club building, its appurtenant open area, sports facilities and other common areas & facilities of the Complex/Commercial Complex 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 there from, on such terms and conditions, as it may deem fit and proper. The Allottee/s 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 Allottee/s shall not (i) encroach in the common areas/common facilities of the Commercial Complex/Complex/Shop, and /or (ii) install the air conditioner in the Shop except as per provisions made in the Shop by the architect and approved by the Company. If any Allottee/s deviates from the plan and effect dismantling on the external side, he has to remove and make good the same at his/her/their own cost or the Company will do it and the cost may be adjusted in the IFMS. The Allottee/s shall always keep the Company indemnified and harmless in this regard.
8. The Allottee/s shall not be allowed to make changes that may affect the facade of the Shop. The Allottee/s shall at all times maintain the façade of the Shop as per the original design of the Company.
9. The Allottee/s understands that any request for parking shall be entertained on the basis of first come first serve basis on payment of applicable charges.
10. The Allottee/s agrees and undertakes that he/she/they shall not raise any objection, claims, and disputes if the other Allottee/s carry out any construction activity adjoining the Shop and/or Company or its agent/s carry out any construction activity elsewhere in the Complex.
11. The Allottee/s understands that the Complex 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 Complex across various Complex / phases in the Complex, which the Allottee/s understands and agrees not to raise any objection in this regard at any time whatsoever. 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/them due to such development/construction activities or incidental/related activities as well as connecting/linking of facilities etc. as above said.

12. The Allottee understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in convenient shops in Identified Area are proposed to be designed & installed by the Company on the basis of diversity factor considering group diversity @ 65%. The Allottee/s agrees that he/she/they, either singly or in combination with other allottee/s of the convenient shops in Identified Area shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Company to different Allottee/s.
13. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities viz. Cable, intercom, satellite/cable/internet etc. provided in the Commercial Complex. 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 Shop 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 Commercial Complex. 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 understands and agrees that any alteration/changes made in this Application Form / Allotment Certificate & Agreement by him/her/them render the application/allotment card as “null and void” to that extent.
15. The Allottee/s understands and agrees that in case there is a breach of any terms or conditions contained herein including his/her/their failure to take possession of the Shop within a period of 12 months from the Possession Due Date then, besides and without prejudice to Company’s rights available herein/ under law, the Company shall have right to cancel the allotment/Sale/conveyance/transfer deed (as the case may be) of the Shop. 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 Shop in any manner whatsoever at its sole discretion.
16. 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/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 Allottee(s) 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 Allottee(s) and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Shop in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
17. The Allottee/s agrees that in case of joint Allottees, the Company may, at its discretion, correspond with any one of the Allottee which shall for all intents and purposes be considered as properly served on all the Allottees.
18. In case of any dispute between the co-Allottee/s, the decision from the competent court shall be honored by the Company.
19. 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) and other sale document(s) then the terms contained herein will prevail.
20. The Allottee/s 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. 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.

2. The courts at Lucknow shall have the 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: \_\_\_\_\_

**ENDORSED IN FAVOUR OF**

1.

\_\_\_\_\_  
Signatory)

\_\_\_\_\_  
(Authorised

2.

\_\_\_\_\_  
(Authorised Signatory)

3.

\_\_\_\_\_  
(Authorised Signatory)