

Date:

To,

R/O- \_\_\_\_\_

**Sub :** Allotment of Convenient Shop in "Eldeco City Arcade", situated at Eldeco City IIM Road, Lucknow, Uttar Pradesh

Dear Sir/Madam,

Please refer to your application dated ..... for the allotment of a Convenient Shop in a commercial complex namely, **Eldeco City Arcade** (herein "**Commercial Complex**") being developed within Eldeco City the residential township situated at IIM road, Lucknow (herein "Township") comprising of villas, plots, schools, high-rise apartments, shops, commercial area etc., in the planned and phased manner.

We are now pleased to allot you a Convenient Shop, as per details given below (herein "Shop"), in the Commercial Complex on the terms and conditions for allotment as contained herein vide Allotment No .....

This allotment is subject to the terms and conditions of the Allotment Certificate & Agreement detailed below and shall prevail over all other representations, assurances, orally or otherwise, given in the terms and conditions given in our brochures, advertisements, price lists and any other sale document. You are requested to quote the Allotment No. as aforesaid in all future communications with us.

**SHOP DETAILS**

Shop no. - ..... Floor-..... Super Area- .....  
Built-Up Area- ..... Rera carpet Area- .....  
Total Basic Cost of Shop -.....

**PAYMENT PLANS**

Booking amount (Paid vide receipt no ..... dated ..... Rs. ....  
Schedule for balance payment plan: Rs. .... (Rupees ..... Only)

**+CONSTRUCTION LINKED PAYMENT PLAN (PLAN A)**

* Within 30 days of Booking	:	Rs. ....	+ GST
* Within 60 days of Booking	:	Rs. ....	+ GST
* Within 4 months of booking or completion of Ground Floor Slab whichever is later	:	Rs. ....	+ GST
* Within 6 months of booking or completion of structure whichever is later	:	Rs. ....	+ GST
* Within 8 months of booking or completion of Internal/external plaster whichever is later	:	Rs. ....	+ GST
* Within 10 months of booking or completion of Flooring whichever is later	:	Rs. ....	+ GST
* Within 12 months of booking or offer of possession whichever is later	:	Rs. ....	+ GST
<b>Total</b>	:	<b>Rs. ....</b>	<b>+ GST</b>

**DOWN PAYMENT PLAN (PLAN B)**

* Down Payment due on	:	Rs. ....	+ GST
* Down payment discount	:	Rs. ....	+ GST
<b>Total</b>	:	<b>Rs. ....</b>	<b>+ GST</b>

Signature of the Applicant:

Signature of the Co-Applicant:

**DETAILS OF OTHER CHARGES**

a) Interest Free Maintenance Security (IFMS)	:	Rs. 20000/-	+ Applicable Taxes
b) Tentative Advance Monthly Maintenance Charges (for 36 months payable in advance)	:	Rs. 54000/-	+ Applicable Taxes
c) Power Back up Charges 2 KVA	:	Included In Cost	
d) Utility Connection Charges	:	Included In Cost	
e) External Electrification charges	:	Included In Cost	
f) Fire Fighting charges	:	Included In Cost	
g) Administrative Charges	:	Included In Cost	
h) Misc Charges	:	Included In Cost	

**NOTE**

- I. Extra Charges, which are over and above the Basic Price as mentioned in various clauses of this Allotment Certificate & Agreement, shall become payable within 30 days from the date of Final Demand Notice(FDN)/Offer of Possession by the company. Extra charges as mentioned above are indicative & might revise. Any new facility if provided shall be charged extra.
- II. Possession of the Said Shop will be given after execution of the Sale/Transfer Deed in favour of the Allottee/s, subject to receipt of all payment(s)/charges(s) & completion of all requisite formalities

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature of Allottee/s

Manager (Marketing)

Manager (Accounts)

Allotment Confirmed

HOD – Marketing

HOD – CC

Chief Operating Officer

Chairman/Managing Director

Signature of the Applicant:

Signature of the Co-Applicant:

**TERMS & CONDITIONS**

**THIS ALLOTMENT CERTIFICATE & AGREEMENT** is executed at Lucknow on this ..... day of ..... - 201..

**BETWEEN**

ELDECO HOUSING & INDUSTRIES LTD, a Company incorporated under the Companies Act, 1956, having its Registered/Corporate Office at 2nd Floor, Eldeco Corporate Chamber-I, Vibhuti Khand (opp Mandi Parishad), Gomti Nagar Lucknow-226010 hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the One Part.

**AND**

- i. Shri/Smt..... Son/Daughter/Wife of Shri....., Resident of .....
- ii. Shri/Smt ..... Son/Daughter/Wife of ..... Resident of .....
- iii. Shri/Smt..... Son/Daughter/Wife of Shri....., Resident of .....

(hereinafter singly/jointly, as the case may be, referred to as the "Allottee/s"), which expression, unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives, administrators, executors, and assigns of the Other Part.

(\* to be filled up in case of Joint Allottee/s)

**OR**

M/s. \_\_\_\_\_ a partnership firm, duly constituted under the Indian Partnership Act, 1932, having its office at \_\_\_\_\_ acting through its partner(s) viz.:

- i. Shri/Smt..... Son/Daughter/Wife of Shri....., Resident of .....
- ii. Shri/Smt..... Son/Daughter/Wife of Shri....., Resident of .....
- iii. Shri/Smt..... Son/Daughter/Wife of Shri....., Resident of .....

which expression, unless repugnant to the context or meaning thereof, shall mean and include its present partners or the partner (s), who may be admitted subsequently, and their respective legal heirs, legal representatives, administrators, executors and assigns of the Other Part.

**OR**

\_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ acting through its authorized signatory Shri/Smt. \_\_\_\_\_ duly authorized vide Board's Resolution dated \_\_\_\_\_ (hereinafter referred to as the "Allottee/s"), which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors in —interest and assigns, of the Other Part.

(Company and Allottee/s are individually referred to "Party" and jointly referred as "Parties")

Signature of the Applicant:

Signature of the Co-Applicant:

## WHEREAS

- A. 1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires:
- a. Headings are for convenience only and shall not effect interpretation;
  - b. Words denoting the singular number shall include the plural and vice versa;
  - c. Words denoting any gender shall include all genders;
  - d. Words denoting persons shall include bodies of persons and corporations and vice versa;
  - e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
  - f. References to any Party shall include the party's successors and permitted assigns;
  - g. References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
  - h. Documents executed pursuant to this Agreement forms part of this Agreement;
  - i. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
  - j. Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
  - k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously
- B. The Company is developing a residential township, named "Eldeco City", located at IIM Road Lucknow, Uttar Pradesh (herein "Township"). The Township is being developed by the Company in terms of the licenses/permissions/approvals(s) granted by Lucknow Development Authority (LDA)/ and other competent authorities in respect of several parcels of land owned by the Company and its subsidiaries. By an inter-se arrangement entered between the Company and its subsidiaries, the Company is vested with rights and interest in the development of the Township.
- C. The Allottee/s has been provided by Company all the information, documents, clarifications etc as required by him/her/them. . The Allottee/s has confirmed that he/she/they are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Township is being developed, and have understood all limitations and obligations of the Company in relation thereto.
- D. The Allottee/s has confirmed to the Company that he/she/they is/are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, status of layout plan etc., applicable to the Township in general and in particular, of the Said Shop and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.
- E. The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abides by all the terms and conditions and stipulations contained in this Agreement, has agreed to allot Said Shop in the Township on the terms and conditions appearing hereinafter.
- F. The Allottee/s understands and agrees that it is only after he/she/they signs and executes this Allotment Certificate & Agreement then the allotment shall become final and binding upon the Company. If the Allottee/s fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then the allotment shall be treated as cancelled only at the sole discretion of the Company and the Earnest Money ( defined hereinafter) paid by Allottee/s shall stand forfeited. Further this allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank.

## A. DEFINITIONS

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

**"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.

Signature of the Applicant:

Signature of the Co-Applicant:

**“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 Township, on which the Company is developing the Commercial Complex namely, Eldeco City 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. 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 @18% 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 @ 18% 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, there-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.

Signature of the Applicant:

Signature of the Co-Applicant:

- (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 24 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 Allottee(s) understands and agrees that in case the Shop is omitted due to change in the lay-out plan/building plan or the Company is unable to transfer/ handover the same to the Allottee/s for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined below) then the Company may offer an alternate Shop and in the event of non-acceptability by the Allottee/s or non-availability of alternate Shop, the Company may at its discretion refund only the actual amount received from the Allottee/s till then (within the timeframe as may be mutually agreed) and shall not be liable to pay any damages/compensation or interest to the Allottee/s, whatsoever. The Allottee/s agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Shop or alternate Shop.

Signature of the Applicant:

Signature of the Co-Applicant:

4. The Company, if for any reason (s) including but not limited to non development of the Commercial Complex and/or non sanction of the building plan, as the case may be, is not in a position to finally allot/transfer the Shop(s) applied for, then the Allottee(s) agrees and authorises the Company to refund the entire amount paid by the Allottee(s) without any interest and consequently the Allottee/s shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Shop. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Shop or claim any other damages/compensation on this account.
5. 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 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 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 (2) under headings "Payments" will apply except forfeiture of Earnest Money.

6. (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, Busbars etc) plus 50% of Projection and Mumty area.  
(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.
7. (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 / 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 Township/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 Township/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 provides 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 Township/Commercial Complex/Shop, without any objection from the Allottee. The proportionate cost of such changes shall be borne by the Allottee/s.
8. 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, shall be borne by the Allottee/s on pro-rata basis. It is clarified that the construction cost of the Shop is Rs.2000/- 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:  
Base Construction Cost (BCC) = (200 X Built up Area of the Shop)  
Escalated Construction Cost (ECC) = BCCX (CPWD index in the month of offer of possession/ CPWD index in the month of Booking)  
Escalation to be reimbursed to the Company = (ECC-BCC) X 50%
9. The Service Tax and Value Added Tax (if applicable) 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.

Signature of the Applicant:

Signature of the Co-Applicant:

10. 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.
11. 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.
12. The Allottee/s agrees that the Company's responsibility to rectify any construction defect in the Shop is restricted only for period of two 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.
13. The Allottee/s agrees that the permissible Floor Area Ratio (FAR) if unutilized and additional purchasable FAR if sanctioned by the concerned authorities for the Township/Commercial Complex shall exclusively belong to the Company. The Company shall have the sole discretion and right to utilize the unutilized/additional/transferable purchasable FAR. The Allottee(s) further agrees and confirms that such additional construction by use of unutilized/additionalpurchasable FAR, shall be the sole property of the Company, which the Company shall be entitled to dispose 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 connected with the already existing electric, water, sanitary and drainage systems in the Township.
14. 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. However, if for any reason the Company will not be in a position/decides not, to take bulk supply then in that case the Company will only be providing cable network for electricity distribution in the Commercial Complex and as such the Allottee/s shall at its own cost and expenses apply to the concerned department directly for supply of electrical energy in the Shop and shall pay electricity bills accordingly.
15. The Allottee/s understands and agrees that the Company to administer the collection of charges towards general maintenance, electricity, 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.

Signature of the Applicant:

Signature of the Co-Applicant:

#### **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, 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 Super 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 has been executed and registered in his/her/their favour.
5. The Allottee/s agrees and undertakes to sign the standard format of Possession document/s, Maintenance Agreements, etc. as and when called upon to sign by the Company and shall abide by 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 Township and therefore he/she/it shall always comply with the Company/Maintenance Agency/LDA instruction 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:

Signature of the Applicant:

Signature of the Co-Applicant:

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/Township, (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/Township 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 any 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/Township. The signage rights in the Township 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.

Signature of the Applicant:

Signature of the Co-Applicant:

## 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 Township 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 Township 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 Township. 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 Commercial Complex till its maintenance is handed over to the Shop Owners Welfare Association ("SOWA") 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 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 SOWA 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 Township/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 Commercial 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 SOWA. Further, it is clarified &

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understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.

It is clarified that the Company will maintain the Common Areas & Facilities of the Township till its handed over to the competent authority/Township SOWA in terms of the applicable laws.

7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas & Common Facilities of the Township/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 "SOWA" for the purpose of management and maintenance of the Commercial Complex and Township Allottees' Association ("Association") for the purpose of management and maintenance of the Township. 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 Township and other charges, for up-gradation of the Township, till the maintenance of the Common Areas & Facilities of the Township is handed over to the competent authority/Township 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 LUCKNOW DEVELOPMENT AUTHORITY (LDA)/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, LDA/any other Competent Authority (ies) on the Township/Commercial Complex/Shop or the Company or its vendors in connection with the construction and the development of the Township/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 understand 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 Township to be connected to the internal services are to be provided by LDA/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/LDA/other Competent Authority (ies) in the Township/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

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also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Township/Commercial Complex.

3. The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of LDA and/or competent authority (ies), if any in respect of the Township / Unit.
4. The Allottee/s agrees and understands that all the terms and conditions of LDA of allotment/development of Shop on which the Township/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/transfer Deed of the Shop, at the rate as may be applicable on the date of execution and registration of the 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.

Signature of the Applicant:

Signature of the Co-Applicant:

## **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 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 Township along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the 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 & INDUSTRIES LTD" 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 Township/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 Township/ 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

Signature of the Applicant:

Signature of the Co-Applicant:

the Identified Areas he/she/they have no usage right in the common/reserved areas and facilities of the balance/remaining part of the Township (including residential complex of the Township) 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 Commercial Complex/Township shall be the property of the Company and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The 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/Township/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, 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 Township.
  11. The Allottee/s understands that the Township will be developed/completed in phases and the Company shall also be carrying out extensive development /construction activities for many years in future. Further, the Company shall also be connecting /linking the facilities viz. electricity, water, sanitary/drainage system etc. of additional development /construction in the Township across various Townships / phases in the Township, 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 @ 85%. 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 their 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

Signature of the Applicant:

Signature of the Co-Applicant:

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.

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

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

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

Signature of the Applicant:

Signature of the Co-Applicant:

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year, first above written under their respective signatures and in the presence of following witnesses.

**WITNESSES**

**ELDECO HOUSING & INDUSTRIES LTD**

1. ....

(Authorized Signatory)

2. ....

(Signature of the Applicant)

(Signature of the Co - Applicant)

**ENDORSED IN FAVOUR OF**

1 .....

(Authorized Signatory)

2 .....

(Authorized Signatory)

3 .....

(Authorized Signatory)

Signature of the Applicant:

Signature of the Co-Applicant: