

Date:

To,

.....

Subject : Allotment of a Villa in the Project namely "Eldeco Regalia" situated off IIM Road, Lucknow.

Dear Sir/Madam,

Please refer to your application dated for allotment of a residential Villa in the Project namely "Eldeco Regalia" (hereinafter referred to as "**Project**") off IIM Road, Lucknow being developed by Eldeco Housing and Industries Ltd (hereinafter referred to as "**Company**").

We are now pleased to allot you a residential Villa, vide Allotment No as per the details mentioned below in the Project (herein "**Villa**") on the terms and conditions for allotment as contained herein.,

This allotment is subject to the terms and conditions of the Allotment Agreement detailed below and shall prevail over all other 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.

VILLA DETAILS

Villa No.....; TypeCategory Preferential Location : Corner + Park
 Plot Area: sq ft. (..... Sq mtrs) Built-up-area sq ft. (..... mtrs)
 Basic Price: Rs...../- (in words) Rupees Only
 PLC Amount: Rs..... (in words) Rupees
 Total Basic Price of the Villa: Rs...../- (in words) RupeesOnly

PAYMENT PLANS

Booking amount: Rs..... /- (Rupees

..... only)

(Paid vide Receipt no. Dated.....)

(Allotment Certificate & Agreement is subject to realization of the booking amount cheque/draft)

DOWN PAYMENT PLAN —Plan A

S. No.	Particular		Date mm.dd.yy		Amount (Cost) (Rs.)		Amount (PLC) (Rs.)	GST
i)	Within 60 days of Booking		.....	:	.....	+	.....	+ GST
ii)	Down Payment Discount	If i) is paid before	.....	:	.....	+	.....	+ GST
Total				:	.....	+	.....	+ GST

Allottee1:.....

Allottee2:.....

CONSTRUCTION LINKED PAYMENT PLAN —Plan B

S. No.	Particular	Date mm.dd.yy		Amount (Cost) (Rs.)		Amount (PLC) (Rs.)	GST
i)	Within 45 days of Booking	.....	:	.....	+	0	+ GST
ii)	Within 90 days of Booking	.....	:	.....	+	0	+ GST
iii)	Within 120 days of Booking	.....	:	.....	+	0	+ GST
iv)	On Excavation/Laying of Foundation	Payable within 15 days of Demand Note	:	.....	+	0	+ GST
v)	On Reaching Lintel Level		:	.....	+	0	+ GST
vi)	On Commencement of Ground Floor Roof Slab		:	.....	+	0	+ GST
vii)	On Start of Plumbing Work	Payable within 15 days of Demand Note	:	.....	+	0	+ GST
viii)	On Commencement of Plaster		:	.....	+	0	+ GST
ix)	On Start of Flooring		:	.....	+	0	+ GST
x)	On Offer of Possession		:	.....	+	0	+ GST
Total			:	.....	+	0	+ GST

Note:

(a) Interest Free Maintenance Security = Rs./- + GST (as per prevailing Govt. Norms) (IFMS) @ Rs./- per Sq.mtr. on basic Plot area

(b) Indicative Monthly Recurring Maintenance Charges (MAINTENANCE CHARGES). = Rs/-+ GST (as per prevailing Govt. Norms) Per month. Three year charges to be paid in advance.

- Extra Charges, which are over and above the Basic Price, as mentioned above and in various clauses of this Allotment Certificate & Agreement including the Proportionate cost of, any other charges towards additional facility, shall become payable within 30 days from the date of the Final Demand Notice (herein "FDN")/Offer of Possession by the Company.
- The possession of the Villa will be given after execution and registration of the Sale/Conveyance Deed in favour of the Allottee/s, subject to receipt of all payment(s)/charges(s) & completion of all requisite formalities.

Allottee/s Signature

Manager (Mktg. /CC)

Manager (Accounts)

Authorized Signatory

COO

Allottee1:.....

Allottee2:.....

TERMS & CONDITIONS

THIS ALLOTMENT CERTIFICATE & AGREEMENT is executed at Lucknow on thisth day of20....

BETWEEN

ELDECO HOUSING AND INDUSTRIES LTD, a Company incorporated under the Companies Act, 1956, having its Registered office at S-16, 2nd Floor, Eldeco Station 1, Site No-1, Sector 12, Faridabad, Haryana-121007 and Lucknow 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) MR....., S/o.....,
Resident of
- (ii) ,,
Resident of
- and
- (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,
Resident of
- and
- (iii) Shri/Smt..... Son/Daughter/Wife of Shri,
Resident of

(hereinafter referred to as the "**Allottee/s**"), 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

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

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

Allottee1:.....

Allottee2:.....

W H E R E A S

- 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 —form 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 Project namely "**Eldeco Regalia**" (hereinafter referred to as "**Project**") on a land admeasuring approx. 33 acres situated off IIM Road, Lucknow (hereinafter referred to as "**Land**"). The Project is being developed in terms of the permissions/licence(s) granted by Lucknow Development Authority (LDA).
- C. The Allottee/s hereby acknowledges that initially the Project was proposed to be developed through a Consortium, executed amongst Eldeco City Private Limited (herein '**ECPL**') and land owners, wherein ECPL was a Lead Member. However, subsequently, ECPL and the land owners decided to introduce Company as an additional partner to the aforesaid Consortium and appointed Company as the Lead Member in respect of the Project and accordingly a fresh Consortium was executed to this effect and submitted with LDA for which Allottee/s hereby consents its/their no objection in any manner whatsoever.
- D. The Allottee/s hereby acknowledges that the Land on which the Project is proposed to be developed is owned by various land owning companies/owner and the permission by LDA for development of the Project is issued in favour of ECPL whereas the Company is developing the Project in terms of the fresh Consortium Agreement submitted with LDA as aforesaid.
- E. The Allottee/s acknowledges that the Company has disclosed to the Allottee/s the presence and proposed access of EWS and LIG housing within the Project and the Allottee has no objection to the same in any manner whatsoever.
- F. The Allottee/s acknowledges that the layout plan of the Project is approved by LDA and he/she they have personally seen the layout plan and he/she/they have no objection of any nature, whatsoever in respect of the layout plan of the Project.
- G. The Allottee/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee/s and the Allottee/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company/ECPL/Land owners in the land on which the Project is being developed/Project, and have understood all limitations and obligations of the Company in relation thereto. The Allottee/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Villa and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.

Allottee1:.....

Allottee2:.....

- H. The Allottee/s has confirmed to the Company that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project in general and in particular to the Villa 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.
- I. The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Villa in the Project on the terms and conditions appearing hereinafter.
- J. The Allottee/s understands and agrees that only after execution of this Allotment Certificate & Agreement by him/her/them the allotment shall become final and binding upon the Company. If however, 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 at the sole discretion of the Company and the Earnest Money (defined hereinafter) paid by Allottee/s shall stand forfeited. Further the allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank.
- K. 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
- L. 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.
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.

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

A. DEFINITIONS

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

"Common Areas" means the internal roads, utility corridor, landscaping, sports courts, greenery and green spaces to be provided by the Company in the Project as per sanctioned lay-out. It is clarified that school, commercial area/plot/spaces, club, plot for local shopping/shops are not common areas.

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

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

"Project" means a township **"Eldeco Regalia**, to be developed by the Company off IIM Road, Lucknow on land admeasuring 33 acres approximately, consisting of plots, villas, commercial premises, club, school, EWS, LIG housing etc. and any other building as may be approved by the Lucknow Development Authority ("LDA").

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

Allottee1:.....

Allottee2:.....

“Holding Charges” means the administrative expenses of the Company to hold the Said Villa, if the Allottee(s) fails to take actual & physical possession of the Said Villa after expiry of the period mentioned in offer of possession.

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

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

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

B. PAYMENTS

- 1.(a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment / payment as per the schedules are not paid when it becomes due, the Company will charge interest @ 15% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee(s) and the allottee(s) shall have no lien on the Said Villa. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 15% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Said Villa only if the Said Villa has not been allotted to someone else. In such a situation an alternate Villa, if available, may be offered in lieu of the same.
- (b) It is clarified that in default case, if part payment is received from Allottee(s), such payment will be first adjusted against the interest on delayed payments till date and then sequentially against the earliest payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.
- (c) The refund after deduction of Earnest Money and adjustments of interest accrued on delayed payments, if any, shall be out of the sale proceeds from the re-allotment of the Said Villa. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay.
- (d) The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Allottee(s) in case of dishonor of his/her cheque. The Allottee(s) shall be responsible for the delay caused due to such reasons.
- 2.(a) For Villas at Prime/Preferential Location , Prime/Preferential Location Charges (hereinafter referred to as “PLC”), as applicable, shall be payable by the Allottee(s).
- (b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Said Villa ceases to be in a Prime/Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to any change in the layout plan, the Said Villa becomes located at Preferential Location, then the Allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.
3. In case Allottee(s), at any time, requests for cancellation of the allotment of Said Villa, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Said Villa (as applicable then), upon its re-allotment to any person(s), is received. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay.

Allottee1:.....

Allottee2:.....

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

C. COMPLETION/CONSTRUCTION OF VILLA

1. The construction of Said Villa is likely to be completed within 36 months with a grace period of 6 (six) months subject to the receipt of requisite building/revised building plans/ other approvals & permissions from the concerned authorities; Force Majeure Conditions (defined hereinafter); restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors/work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee(s) in accordance with the terms herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons. 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 and the Pollution Control Board.
2. In case the Said Villa is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee(s) for any reason, whatsoever, beyond its control including force majeure conditions (defined hereinafter), the Company may offer an alternate Villa approximately of the same type/specification and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Villa, the Company may refund only the actual amount received from the Allottee(s) till then and shall not be liable to pay any damages/compensation or interest to the Allottee(s), whatsoever. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Villa or alternate Villa.
3. The Company, if for any reason(s) including but not limited to abandoning of the Project and/or non sanction of the lay-out plans/building plan, as the case may be, is not in a position to finally allot/transfer the Said Villa applied for, then Allottee(s) authorizes the Company to refund the entire amount paid by Allottee(s) without any interest and consequently the Allottee(s) shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Said Villa and in the Project. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Villa or claim any other damages/compensation on this account.
4. The final Plot area and the Built-up area of the Said Villa will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company

Allottee1:.....

Allottee2:.....

will ensure necessary adjustments in the basic price, pro rata, which will be calculated at the rate prevailing at the time of allotment of Said Villa multiplied by the entire area differential. In case Plot/Built-up area varies beyond 10% then the allottee shall have option to seek cancellation of the allotment which will be governed by clause B(3) except the Earnest Money which will not be

forfeited in this case. It is clarified that neither party is liable to pay the any interest on amounts so calculated due to change in area which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party.

The built-up area of the Said Villa shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Villa. Built-up area will include 100% of balcony area, 100% of that part of the terrace area which is covered by projection at slab level, and 50% of all projections.

5. (a) The layout plan in respect of the Project as shown in the sales literature may be revised at the discretion of the Company without any objection from the Allottee(s). The lay-out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, Plot/Built-up area of the Said Villa is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.
- (b) The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to popular demand or for reasons of overall betterment of the Project/Said Villa or reasons of non availability of certain materials. The proportionate cost of such changes will be borne by the Allottee(s).
- (c) The Allottee(s) acknowledges that the Project is under construction and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas, in the interest of the /Project/Said Villa or if the same is required by the concerned authority.
6. Service Tax and VAT/GST on Said Villa/PLC/Other Charges and/or construction/development of the Project/Said Villa will be separately and proportionately borne by the allottee(s) over and above Basic Price. The taxes as mentioned in the allotment certificate & agreement are subject to change in case of any revision by the concerned government.
7. The Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, light fixture, fans, geysers, appliances etc.). The Said Villa shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Said Villa.
8. Extra cost towards the following facilities shall be payable by allottee :-
 - i) Expenditure in obtaining clearance from Fire Officer shall be shared by the Allottee(s) proportionately.
 - ii) Expenditure on the provision of telephone system, security system, LPG piped gas system, intercom system or any other common facility/service provided by the Company shall be proportionately borne by the Allottee(s).
9. The Company's responsibility to rectify any construction defect in the Said Villa is restricted only for period of one year from the Possession Due Date (defined below) of the Said Villa. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Allottee(s) due to such defects. Provided further that if any defect is found to have been caused due to negligence of the Allottee(s) or his/her/their agent(s) or due to Force Majeure Conditions (defined hereinafter), then the Company shall not be liable for the same.
10. The Allottee/s acknowledges that any variation in the cost of materials/labor/s etc. from the date of booking till the date of offer of possession, calculated on the basis of CPWD cost index (check with technical), shall be borne by the Allottee/s on pro-rata basis. It is clarified that the construction cost of the Said Villa is Rs.1850 per sq. ft. of the built up area of the Said Villa as

Allottee1:.....

Allottee2:.....

of November 2016 and the methodology for calculating the variation in the construction cost shall be as under:

Base Construction Cost (BCC) = (1850X Built up Area of the Said Villa)

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-BCCX50%

D. POSSESSION

1. Upon the completion of construction of the Said Villa excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee(s). Final Finishing means & includes painting(internal & external), polishing fixing of bathroom CP fitting, bathroom fixtures, electrical switches, installation of wooden flooring, installation of door and window handles, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee(s) that the Final Finishing of the Said Villa will be commenced on the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein for registration and possession of the Villa.
- 2 (a) The possession of the Said Villa will be given after execution of Transfer/Sale Deed, subject to (a) Force Majeure Conditions (defined hereinafter), and, (b) Payment of all the amounts due and payable by the Allottee(s) upto the date of such possession including Interest Free Maintenance Deposit (IFMS) Monthly Recurring Maintenance Charges (MRMC) stamp duty and other charges etc. to the Company.
- (b) The Allottee(s) has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, The Allottee(s) has to take possession of the Said Villa within 90 days of the written offer of possession or Final Demand Notice (hereinafter referred to as “**Said Period**”) from the Company failing which the Said Villa will lie at the risk & cost of the Allottee(s). In other words, possession of the Said Villa shall become due on the date of expiry of the Said Period (hereinafter referred to as “**Possession Due Date**”). The Allottee(s) understands & agrees that the IFMS, MRMC Holding charges, Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession whichever is earlier, whether or not the Allottee(s) takes actual possession of his/her/their Said Villa.
- (c) In the event of Allottee(s) fails to take over the possession of the Said Villa beyond 3 (three) months from the Possession Due Date, then besides the levy of applicable Holding charges, Chowkidari charges, IFMS, MRMC, other charges etc. the Said Villa will be handed over to the Allottee(s) on “as is where is” basis. The Allottee(s) further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.
3. The Allottee(s) upon taking possession of the Said Villa shall not raise any dispute and/or make any claim, whatsoever, in respect of the Said Villa against the Company and shall be entitled to use and occupy the Said Villa for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee(s) has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favour.
4. In case of Allottee(s) failure to take possession of the Said Villa after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs. 35 per sqmt. per month and Chowkidari/Safe Keeping Charges @ Rs.15/-per sqmt. per month respectively of the Plot Area of the Said Villa till the date of actual possession of the Said Villa. In case of delay of more than 6 months the Company shall be entitled but not obliged to cancel the allotment and refund the amounts deposited by the allottee till date after forfeiture of the Earnest Money.
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 its terms and conditions. The Allottee(s) shall pay charges towards insurance, IFMS, MRMC, stamp duty and other charges etc. at the time of offer of possession/FDN.

Allottee1:.....

Allottee2:.....

6. The possession date of the Said Villa as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment(s) and other charges under various heads mentioned herein shall become due immediately.
7. The Allottee(s) shall pay in respect of his/her/their Said Villa all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro-rata basis from the Allottee(s).
8. The Company may provide additional facilities in the Project like communication/intercom system, broad band, cable TV, piped gas supply and any other facility/ies etc. on extra payment and the same shall be proportionately borne by the Allottee/s.

E. MAINTENANCE

1. On offer of possession of Said Villa an Interest Free Maintenance Security (herein "IFMS") toward the maintenance and upkeep of the Said Villa/Project shall be payable by the Allottee/s to the Company. The IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his/her Said Villa. In case of delay in payment of IFMS within this period, interest at the rate 18% p.a. shall be charged for the period of delay.
2. The Allottee(s) upon offer of possession agrees to enter into a maintenance agreement with the Company or any association / body of Villa owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as "**the Maintenance Agency**") from time to time for the maintenance and upkeep of the Project. However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of the Said Villa, as aforesaid, the Allottee(s) agrees to pay to the Company or its maintenance agency, Maintenance Charges/IFMS to be determined at the said time on the basis of size of the Said Villa. The Allottee(s) understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee(s).
4. The Allottee(s) is liable to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Company/ Maintenance Agency, irrespective whether the allottee(s) is in occupation of the Said Villa or not ,within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. In case of failure of the Allottee(s) to pay the Maintenance Charges on or before the due date, the Company shall have the right to recover the same from the IFMS. However, in such a case interest @ 18% p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Company / Maintenance Agency in addition to levy of interest @ 18% p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Company/ Maintenance Agency /Allottee's Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer, power, piped gas supply if provided etc. and debarment from usage of any or all common facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
6. The Company/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottees' Association/Local authorities or for a period of 1 year from the date of offer of possession, whichever is earlier. The Company is not bound to maintain the Project

Allottee1:.....

Allottee2:.....

beyond a period of one year from the date of offer of possession as aforesaid. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc. in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. 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. The allottee authorizes the Company that on handing over of maintenance of common areas to the Allottees Association, the Company shall novate the Maintenance Agreement/electricity supply agreement etc to the Association without any objection from the allottee.

7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas/facilities, adjoining Villa/Plot/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
8. It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Project.
9. The common lawns and other common areas in the Project shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any area for organizing meetings and small functions, the same shall be used on payment basis.
10. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
11. The maintenance of Said Villa and all services within its periphery including walls and partitions, sewer, drains, pipes, lawn and terrace area etc shall be exclusive responsibility of the Allottee(s) from the date of possession or Possession Due Date, whichever is earlier. However, the Company/Maintenance Agency shall always have the right to enter the Villa after due notice if required for the purpose of common maintenance.
12. Issues related to adjacent villas including seepages shall be resolved between the concerned neighbors without resort to the company/maintenance agency and the same shall not be grounds for withholding maintenance charges.

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

1. The Allottee(s) shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State Government, Central Government on the Project/Said Villa or any construction carried thereon by virtue of any notification or amendment in the existing laws including any levy or increase in the External Development Charges (EDC), water charges, water & sewer connection charges or levy of any additional/new charges payable to LDA/Other Competent Authority(ies) or any other taxation, on pro-rata basis.
2. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Project to be connected to the internal services are to be provided by LDA/Other Competent

Allottee1:.....

Allottee2:.....

Authority(ies). The Allottee(s) acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/LDA/other Competent Authority(ies) in the Project are beyond the control of the Company and the Allottee(s) agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee(s) that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Project.

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 Project / Said Villa.
4. The Allottee/s agrees and understands that all the terms and conditions of LDA of allotment/development of Plot on which the Project/ Said Villa is to be developed shall be mutatis mutandis binding upon him/her/them.
5. The Allottee/s are permitted to carry out any additional construction on the Said Villa at its own cost and expenses subject to (i) approval of building plans and specifications by LDA/other competent authorities, (ii) issuance of No Objection Certificate and payment of prescribed charges by/to the Company, (iii) additional construction shall be raised only to the extent as may be permissible on independent residential Plot and (iv) the cost of getting the plans approved for construction / additional construction shall be borne by the Allottee/s. If any such cost against approval of future construction has been paid by the Company, the same shall be reimbursed by the allottee whether or not the allottee actually goes for such additional construction (v) keeping the Company/Maintenance Agency harmless and indemnified for any damage to common areas and facilities due to such construction

G. SALE DEED/TRANSFER DEED

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

Allottee1:.....

Allottee2:.....

dissolution of the Allottee(s) shall be construed as "Transfer" & shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company.

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

H. INDEMNIFICATION

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

I. SEVERABILITY

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

J. FORCE MAJEURE

The Company shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason(s) which are beyond the control of the Company/ could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care/ does not result from the negligence or misconduct of the Company and materially and adversely affects the performance of any obligation hereunder ; including but not limited to non-availability of any building material due to market conditions or non availability of required permissions to carry out the construction and development 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.

K. GENERAL TERMS AND CONDITIONS

1. The address given in the application form/allotment agreement shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the allottee(s).
2. The Allottee(s) acknowledges that the Company shall have the right to raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the Project / Said Villa, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Said Villa and (ii) the Said Villa shall be free from all encumbrances at the time of execution of Sale Deed.
3. The Allottee(s) shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Housing & Industries Ltd." payable at Lucknow or as may be directed by the Company.

Allottee1:.....

Allottee2:.....

4. The Allottee(s) in case desires to carry out any additional construction/modification/alterations, in the structure/building of the Said Villa, the same shall be made, at his/her/their own cost & expenses, in accordance with the sanctioned plans/revised sanctioned plans and in accordance with building bye-laws and other applicable laws.
5. The Allottee(s) shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the common areas, common amenities/facilities etc.
6. The Allottee(s) shall not be entitled to subdivide the Said Villa or amalgamate the same with any other Villa/adjoining area without written consent of the Company. In case of joint Allottees, each Allottee's share in the Said Villa shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
7. The Allottee(s) will have to pay GST/all rates, tax on Project/Said Villa, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/ Project/Said Villa as the case may be as assessable or applicable from the date of the allotment. If the Said Villa is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Said Villa is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorized body is levied/imposed on the Company after the date of allotment including increase in GST, VAT etc. same be proportionately passed and payable by the Allottee(s).
8. The Allottee(s) acknowledges that he/she shall, on taking possession or Possession Due Date of the Said Villa, have no right to object to the Company constructing or the construction done by other Allottee(s) in a reasonable manner, adjoining the Said Villa.
9. The Company has made clear to the Allottee(s) that the Project will be developed and completed in phases and the Company shall be carrying out extensive development /construction activities for many years in future in the Project and shall also be connecting /linking the amenities/facilities viz electricity, water, sanitary/drainage system etc of additional development /construction with the existing ones in the Project. 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/relating activities as well as connecting/linking of amenities/facilities etc as above said. The allottee(s) also consents that if due to additional construction/development the green area etc gets reduced then he/she/they shall not raise any objection/claim in this regard against the Company.
10. The Allottee(s) shall not have any right in any commercial space/premises/plot, school, shops, club, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee(s) shall not have any right to interfere in the manner of booking/allotment/sale of such commercial areas/plots/premises, buildings, shops, community centre, club, school etc. to any person(s) and also in their operation and management.
11. The Allottee(s) shall get exclusive possession and title of the Said Villa Allotted herein through Sale/Transfer deed. The Allottee(s) shall have no right, interest & title in the remaining part of the Project such as commercial space/premises/plot, school, shops, club, community centre etc. except the right of usage of common passage/roads/Common Areas, and carved out in the Project as per sanctioned lay out plan.
12. The Allottee/s may be offered membership of the club, if provided, in the Project on stipulated terms and fee at a prescribed rate but shall not have any ownership right on the club or club area and adjacent open area/grounds including swimming pool. The Allottee/s shall have to abide by the terms of membership of the club including payment of membership fee, recurring annual/monthly charges as well as usage charges. It is clarified that Club membership gives only usage rights that too subject to signing of separate club membership agreement. The allottee further acknowledges that Club will be run on commercial principles without objection from allottees and accordingly outside members can be entertained by club management without objection from allottee/s.

Allottee1:.....

Allottee2:.....

13. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. cable, intercom, gas supply, satellite/cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Project. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
14. The Applicant understands and agrees that the Company might take bulk supply electricity connection to distribute power in the Township and as he/she/they shall not apply to the concerned department directly for supply of electrical energy. 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 till the Said Plot and as such the Applicant shall at its own cost and expenses apply to the concerned department directly for supply of electricity through grid subject to its technical viability to the Said plot and building to be constructed thereon.
15. The Allottee(s) acknowledges that in case of breach of any terms & conditions contained herein including his/her/their failure to take possession of the Said Villa beyond a period of 6 months from the Possession Due Date then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment (as the case may be) of the Said Villa and take over the possession of the Said Villa. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Said Villa in any manner whatsoever at its sole discretion.
17. The Allottee(s) acknowledges that any alteration/changes made in the Application/Allotment Certificate & Agreement by him/her/them shall render this Application/Allotment Certificate & Agreement as "null and void" to that extent.
18. In case of application(s) with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed to have been made and communicated to other co allottee.
19. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment(s), modification(s) made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/Conveyance/Transfer deed of immovable property in India shall be the responsibility of the Allottee(s). The Allottee(s) understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Company Shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & agreement, allotment of the unit in any way and the Company shall issue the payment recipes in favor of Allottee(s) only.
20. In case of any dispute between the co-allottee(s), the decision from the competent court shall be honored by the Company.
21. The Company's sale brochures/CD walkthrough, advertisement(s) and other sale document(s) are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specification.
22. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s), other sale document(s) and application form, then the terms contained herein will prevail.

Allottee1:.....

Allottee2:.....

23. The Allottee(s) will have to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.
24. All or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator. The courts at Lucknow shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto.
25. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.

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 Limited

1.....

Allottee/s Signature

2.....

Allottee1:.....

Allottee2:.....

SPECIFICATIONS**STRUCTURE**

Earthquake Resistant Structure	RCC frame or Load Bearing Brick structure or combination thereof
External Wall Finish	Texture/plain cement paint over cement plaster
Internal Wall Finish	Oil Bound Distemper on Walls and Ceiling
Flooring	Vitrified tiles in Drawing and Bedrooms. Ceramic tiles in Store/Study
Doors	Hard wood frame of Red miranti or equivalent with internal door shutter in paint/polish/skin molded finish
External Doors and Windows	Powder Coated/Anodized Aluminium/UPVC Frames with glazing. Doors with flush door shutter in paint/polish/skin molded finish or glazing
Hardware	Good quality handles and fittings. Locks on main and bedroom doors.

KITCHEN

Walls	Combination of ceramic tiles upto 2' above the counter and oil bound distemper in the balance area
Flooring	Vitrified tiles/Ceramic Tiles
Counter	Granite/Marble
Fittings and fixtures	Superior quality C.P. Fittings, SS Kitchen sink-single bowl with drain board.

TOILETS

Walls	Combination of Designer ceramic tiles upto 7', oil bound distemper.
Flooring	Ceramic Tiles/Stone
Fittings and fixtures	Superior quality C.P. Fittings, English type WC in white, Wash basin, Mirror and Towel Rod. Ceramic sink with/without counter.

ELECTRICAL

Modular switches and sockets, copper wiring (fittings like fan, light, exhaust, geysers and appliances etc. not provided).

BALCONIES AND TERRACES

Balcony Flooring	Ceramic Tiles
Ceiling	Exterior Paint
Staircase and Drive Way	Kota Stone/Tiles/pavers blocks/Combination of Stone/Concrete.
Root Terrace	Brick Coba/equivalent treatment

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

ENDORSED IN FAVOUR OF

I.

(Authorized Signatory)

II.

(Authorized Signatory)

III.

(Authorized Signatory)

Allottee1:.....

Allottee2:.....

Date:

To,

.....

Subject: Allotment of a Plot in the Project namely "Eldeco Regalia" situated off IIM Road, Lucknow.

Dear Sir/Madam,

Please refer to your application dated for allotment of a Plot in the Project namely "**Eldeco Regalia**" (hereinafter referred to as "**Project**") off IIM Road, Lucknow being developed by Eldeco Housing and Industries Ltd (hereinafter referred to as "**Company**").

We are now pleased to allot you a residential Plot, vide Allotment No....., as per the details mentioned below in the Project (herein "**Said Plot**") on the terms and conditions for allotment as contained herein.,

This allotment is subject to the terms and conditions of the Agreement detailed below and shall prevail over all other 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.

SAID PLOT DETAILS

Said Plot No.....; Type; Preferential Location:

Plot Area..... sq ft. (..... sq mtrs)

Basic Price: Rs...../- (in words) Rupees

.....Only. **PLC Amount: Rs...../-**

(in words) Rupees .

Total Basic Price of the Plot: Rs...../- (in words)

Rupees.....

PAYMENT PLANS

Booking amount: Rs...../- (Rupees

..... Only)

(Paid vide Receipt no..... dated.....)

(Allotment Certificate & Agreement is subject to realization of the booking amount cheque/draft)

DOWN PAYMENT PLAN —Plan A

S. No.	Particular	Date (mm-dd-yy)		Amount (Cost) (Rs.)		Amount (PLC) (Rs.)	GST
i)	Within 45 days of Booking	.....	:	.....	+	0	+ GST
ii)	Down Payment Discount	If i) is paid before .....	:	.....	+	0	+ GST
Total			:	.....	+	0	+ GST

.....

DEVELOPMENT LINKED PAYMENT PLAN —Plan B

S. No.	Particular	Date		Amount (Cost) (Rs.)		Amount (PLC) (Rs.)	GST
i)	Within 45 days of Booking	.....	:	.....	+	0	+ GST
ii)	Within 90 days of Booking	.....	:	.....	+	0	+ GST
iii)	On Laying of Sewer Line	Payable within 15 days of Demand Note	:	.....	+	0	+ GST
iv)	On Laying of Water line		:	.....	+	0	+ GST
v)	On Laying of Road (WBM)		:	.....	+	0	+ GST
vi)	On Offer of Possession		:	.....	+	0	+ GST
Total			:	.....	+	0	+ GST

** The sequence of the development work as mentioned in the payment plan is not fixed. Any of these work can be done first without following the above sequence. As and when any above mentioned development work is done the payment for that schedule shall be demanded.

Note:

- (a) Interest Free Maintenance Security = Rs...../- + GST (as per prevailing Govt. Norms) (IFMS) @ Rs...../- per Sq.mtr. on basic Plot area
 - (b) Indicative Monthly Recurring Maintenance Charges (MAINTENANCE CHARGES). = Rs...../- + GST (as per prevailing Govt. Norms) Per month. Three year charges to be paid in advance.
1. Extra Charges, which are over and above the Basic Price, as mentioned above and in various clauses of this Allotment Certificate & Agreement plus the Proportionate cost of Boundary wall shall become payable within 30 days from the date of the Final Demand Notice (herein "FDN")/Offer of Possession by the Company.
 2. The possession of the Said Plot will be given after execution and registration of the Sale/Conveyance Deed in favour of the Allottee/s, subject to receipt of all payment(s)/charges(s) & completion of all requisite formalities.

Allottee/s Signature

Manager (Mktg. /CC)

Manager Accounts

COO

Authorized Signatory

.....

TERMS & CONDITIONS

THIS ALLOTMENT CERTIFICATE & AGREEMENT is executed at Lucknow on thisday of20....

BETWEEN

ELDECO HOUSING AND INDUSTRIES LTD, a Company incorporated under the Companies Act, 1956, having its Registered office at S-16, 2nd Floor, Eldeco Station 1, Site No-1, Sector 12, Faridabad, Haryana-121007 and Lucknow 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) Mr.....S/o.....,
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 _____,
Resident of _____
- and
- Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____,

(hereinafter referred to as the **"Allottee/s"**), 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

M/s _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ acting through its authorized signatory Shri/Smt. _____ duly authorized vide Board 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"**)

W H E R E A S

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- 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 —form 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 Project namely "**Eldeco Regalia**" (hereinafter referred to as "**Project**") on a land admeasuring approx. 33 acres situated off IIM Road, Lucknow (hereinafter referred to as "**Land**"). The Project is being developed in terms of the permissions/licence(s) granted by Lucknow Development Authority (LDA).
- C. The Allottee/s hereby acknowledges that initially the Project was proposed to be developed through a Consortium, executed amongst Eldeco City Private Limited (herein '**ECPL**') and land owners, wherein ECPL was a Lead Member. However, subsequently, ECPL and the land owners decided to introduce Company as an additional partner to the aforesaid Consortium and appointed Company as the Lead Member in respect of the Project and accordingly a fresh Consortium was executed to this effect and submitted with LDA for which Allottee/s hereby consents its/their no objection in any manner whatsoever.
- D. The Allottee/s hereby acknowledges that the Land on which the Project is proposed to be developed is owned by various land owning companies/owner and the permission by LDA for development of the Project is issued in favour of ECPL whereas the Company is developing the Project in terms of the fresh Consortium Agreement submitted with LDA as aforesaid.
- E. The Allottee/s acknowledges that the Company has disclosed to the Allottee/s the presence and proposed access of EWS and LIG housing within the Project and the Allottee has no objection to the same in any manner whatsoever.
- F. The Allottee/s acknowledges that the layout plan of the Project is approved by LDA and he/she they have personally seen the layout plan and he/she/they have no objection of any nature, whatsoever in respect of the layout plan of the Project.
- G. The Allottee/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee/s and the Allottee/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company/ECPL/Land owners in the land on which the Project is being developed/Project, and have understood all limitations and obligations of the Company in relation thereto. The Allottee/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Plot and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or
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estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.

- H. The Allottee/s has confirmed to the Company that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project in general and in particular to the Plot 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.
- I. The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Plot in the Project on the terms and conditions appearing hereinafter.
- J. The Allottee/s understands and agrees that only after execution of this Allotment Certificate & Agreement by him/her/them the allotment shall become final and binding upon the Company. If however, 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 at the sole discretion of the Company and the Earnest Money (defined hereinafter) paid by Allottee/s shall stand forfeited. Further the allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank.
- K. 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.
- L. 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.
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.

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

A. DEFINITIONS

"Allottee" means the person who has signed this Allotment Agreement.

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

"Common Areas" means the internal roads, utility corridor, landscaping, sports courts, greenery and green spaces to be provided by the Company in the Project as per sanctioned lay-out. It is clarified that school, commercial area/plot/spaces, club and its appurtenant open area including swimming pool, plot for local shopping/shops are not common areas.

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

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“Chowkidari/Safe Keeping Charges” means the charges towards guarding the Said Plot against encroachments/trespassing by the third party(ies), in case Allottee(s) fails to take actual & physical possession of the Said Plot after expiry of the period mentioned in offer of possession.

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

“Holding Charges” means the administrative expenses of the Company to hold the Said Plot, if the Allottee(s) fails to take actual & physical possession of the Said Plot after expiry of the period mentioned in offer of possession.

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

“Prime/Preferential Location” means Plot(s) facing or abutting green areas, roads wider than 12 mtrs, corner Plot(s), club/sports courts facing any other location as may be specified/designated as Prime/Preferential Location by the Company.

“Project” means a project namely **“Eldeco Regalia**, to be developed by the Company off IIM Road, Lucknow on land admeasuring 33 acres approximately, consisting of plots, Plots, commercial premises, club, school, EWS, LIG housing etc. and any other building as may be approved by the Lucknow Development Authority (“LDA”).

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

B. PAYMENTS

1. (a) The Allottee 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 Allottee shall be liable to pay 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, then the allotment shall automatically stand cancelled without any prior intimation to the Allottee and the Allottee shall be left with no lien/right/interest on the Said Plot in any manner whatsoever. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 15% p.a. along with the restoration charges as per Company policy and restore the allotment of the Said Plot, in case it has not been allotted to someone else. In such a situation an alternate residential Said Plot /property, if available, may be offered in lieu of the same.
 - (b) The Allottee agrees that in default case, if part payment is received from him/her/them, such payment shall be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it shall be a fit case for cancellation of allotment.
 - (c) The Allottee 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 Said Plot. 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.
 - (d) The Allottee 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 in case of dishonour of his/her/their cheque. The Allottee shall be responsible for the delay caused due to such reasons.
2. (a) The Allottee agrees that the residential Said Plot/s located at the Preferential Location,
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- Preferential Location Charges (herein "PLC"), as applicable, shall be payable by him/her/them.
- (b) The Allottee has specifically agreed that if due to any change the Said Plot ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted at the time of FDN (defined hereinafter). If due to any change the Said Plot becomes located at Preferential Location, then the Allottee shall pay additional PLC as applicable, as may be demanded by the Company.
- 3. The Allottee understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Said Plot, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Allottee 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 Said Plot (as applicable then), upon its re-allotment to any person/s, is received. If for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest for such delay.
 - 4. The Allottee 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 Said Plot, the Company shall facilitate the process subject to the following:
 - (a) The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Allottee alone.
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall rest exclusively on the Allottee. 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, failing which, the Allottee 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, the Company may cancel the allotment of the Said Plot (the Allottee hereby authorises 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. Upon such cancellation, the Allottee shall have no right, interest or lien in the Said Plot. 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 1 above.
 - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee request subject to upto date payments of all dues.

C. COMPLETION OF DEVELOPMENT WORKS OF THE SAID PLOT

- 1. That completion of the Basic Infrastructure Work of the Said Plot likely to be completed within 36 months with a grace period of 6 (six) months subject to Force Majeure (defined hereinafter) and subject to timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
- 2. The Allottee understands and agrees that in case the Company is unable to transfer/ handover the Said Plot to the Allottee for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined hereinafter) then the Company may offer an alternate residential Said Plot and in the event of non-acceptability by the Allottee, the Company will refund only the actual amount received from the Allottee till then (within the timeframe as may be mutually agreed)

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consequently the Allottee shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Said Plot and in the Project. In such case the Company shall not be liable to pay any damages/compensation or interest to the Allottee, whatsoever. The Allottee irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Said Plot or alternate residential Said Plot.

3. The final Plot area will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company will ensure necessary adjustments in the basic price, pro rata, which will be calculated at the rate prevailing at the time of allotment of Said Plot multiplied by the entire area differential. In case Plot/Built-up area varies beyond 10% then the allottee shall have option to seek cancellation of the allotment which will be governed by clause B(3) except the Earnest Money which will not be forfeited in this case. It is clarified that neither party is liable to pay the any interest on amounts so calculated due to change in area which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party. On reduction in the area of the Said Plot as aforesaid excess amount received shall be refundable without interest and without any rebates. . No cost adjustment shall be made on change in area dimension of the Said Plot i.e. length and width without any change in its area.
4. The Allottee acknowledges that the Project is under construction and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in the interest of the Project or if the same is required by the concerned authority or due to architectural and structural reasons.
5. The Allottee shall carry out the construction on the Said Plot in accordance with the plans and specifications approved by the appropriate authority. The Allottee shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Said Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction / development thereon. The Allottee shall apply and obtain the approvals at its own cost and expenses.
6. The Allottee shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Said Plot and shall keep the Company harmless and indemnified from the consequences of non-compliance.
7. The Allottee shall carry out construction on the Said Plot subject to:
 - (i) he/she/it shall not cause nuisance or annoyance to the other occupants in the adjoining areas and/or
 - (ii) he/she/it shall not raise any construction & structure including but not limited to laying of foundation, boundary wall, fencing etc outside the dimension of the Said Plot.
 - (iii) he/she/it shall not obstruct or block the Common Areas of the Project.
 - (iv) he/she/it shall not stock construction material on the road or areas adjoining the Said Plot.
 - (v) he/she/it shall not keep the foundation, tunnels or other pits in the Said Plot open or exposed to weather causing any injury to contiguous or adjacent areas/buildings;
 - (vi) he/she/it shall not dig any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings and/or
 - (vii) he/she/it shall not erect or permit to erect at any part of the Said Plot any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry.
 - (viii) he/she/it shall not dump the construction material/debris in the common areas of the Project.

In case of non compliance of the aforesaid stipulations by the Allottee, he/she /it shall be liable to

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rectify the same to the satisfaction of the Company, failing which the Company may recover the expenditure incurred in such rectification from the Allottee. The Allottee shall also be liable for all consequences, claims, penalty, actions etc. arising there from and keep the Company harmless and indemnified in this regard.

8. The Allottee agrees to carry out and complete civil works, internal development, boundary walls etc. of the Said Plot at its own cost and expenses.
9. The Allottee or any person claiming through them shall not be entitled to subdivide the Said Plot or amalgamate the same with any other adjoining Said Plot. In case of joint Allottee (s), each Allottee share in the Said Plot shall always remain undivided, unidentified and impartible.
10. The Allottee agrees and understands that the facilities viz. club, community centre, shops, commercial premises etc., if any, will be developed/provided in phases and the completion of construction/provision of all these facilities may go as long as the completion of the entire Project depending on the market conditions and therefore some/all these facilities may not be available at the time of handing over possession of the Said Plot as such the same shall not be deemed to be non completion on part of the Company and the Allottee agrees not to raise any claim, dispute etc. in this regard.
11. The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project/Said Plot or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority (ies) become subject matter of any suit /writ before a competent court or due to Force Majeure Conditions, the Company, after allotment, is unable to deliver the Said Plot, the Company shall be only be liable to refund the amounts received from the Allottee without any interest and/or compensation, whatsoever.

D. POSSESSION

1. The possession of the Said Plot will be given after execution of Conveyance Deed/Transfer/Sale Deed, subject to (a) Force Majeure conditions, (b) completion of Basic Infrastructural Work and (c) receipt of all the amounts due and payable by the Allottee/s up to the date of such possession including maintenance charges, IFMS & other charges etc. to the Company.
2. (a) The Allottee has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee has to take possession of the Said Plot within 60 days of the written offer of possession or Final Demand Notice (herein "**Said Period**") from the Company failing which the Said Plot will lie at the risk & cost of the Allottee. In other words, possession of the Said Plot shall become due on the date of expiry of the said 60 days Period (herein "**Possession Due Date**"). The Allottee understands & agrees that the Maintenance charges (defined hereinafter) and other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee takes over possession of the Said Plot
- (b) The Allottee understands & agrees that in the event of his/her failure to take over the possession of the Said Plot beyond 60 days from the Possession Due Date, then the Allottee shall be liable to pay Holding charges, Safe Keeping charges, Maintenance Charges, other charges etc. for the period of delay in taking over actual physical possession of the Said Plot.
3. The Allottee understands and agrees that in case he/she/they fails to take possession of the Said Plot after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs. 30

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per sq mts per month and Safeguarding Charges @ Rs...../- per sq.mts per month respectively of the area of the Said Plot till the date of actual possession of the Said Plot. In case of delay of more than 6 months, the Company shall be entitled but not obliged to cancel the allotment and refund the amounts deposited by the allottee till date after forfeiture of the Earnest Money.

4. The Allottee agrees that upon taking over the possession of the Said Plot he/she/they shall be entitled to use and occupy the Said Plot for residential purposes. The Allottee further agrees not to cause nuisance or annoyance to other Said Plot owners or residents of the Project; or to do any activity, which is commercial or illegal or immoral; or to do or cause anything to be done in or around the Said Plot which tends to cause interference to any adjacent area or in any manner interference with the use of roads or amenities available for common use. The Allottee shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee/occupant shall be solely responsible.
5. The Allottee 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 its terms and conditions contained therein. The Allottee shall pay charges towards Interest Free Maintenance IFMS and recurring maintenance at the time of offer of possession.
6. The Allottee agrees that the possession date of the Said Plot as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment shall be come due and payable immediately.
7. The Allottee agrees to pay in respect of his/her/their Said Plot all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including Security Deposit for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro rata basis from the Allottee.
8. The Allottee agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV etc. or any other value addition, then the Company shall be entitled to recover the cost on pro rata basis from the Allottee.

F. MAINTENANCE

1. On offer of possession of Said Plot an Interest Free Maintenance Security (herein “IFMS”) toward the maintenance and upkeep of the Said Plot/Project shall be payable by the Allottee/s to the Company. The IFMS shall become payable within 30 days from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his/her Said Plot. In case of delay in payment of IFMS within this period, interest at the rate 18% p.a. shall be charged for the period of delay.
2. The Allottee(s) upon offer of possession of the Said Plot agrees to enter into a maintenance agreement with the Company or any association / body of Plot owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as “the Maintenance Agency”) from time to time for the maintenance and upkeep of the Project. However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of the Said Plot, as aforesaid, the Allottee(s) agrees to pay to the Company or its maintenance agency, Maintenance Charges/IFMS to be determined at the said time on the basis of size of the Said Plot. The Allottee(s) understands & agrees that the Maintenance Charges may be enhanced by the

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- 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 whether the allottee(s) is in occupation of the Said Plot or not ,within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
 5. In case of failure of the Allottee(s) to pay the Maintenance Charges on or before the due date, the Company shall have the right to recover the same from the IFMS. However, in such a case interest @ 18% p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Company / Maintenance Agency in addition to levy of interest @ 18% p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Company/ Maintenance Agency /Allottee's Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer, power, piped gas supply etc. and debarment from usage of any or all common facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
 6. The Company/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottees' Association/Local authorities or for a period of 1 year from the date of offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of one year from the date of offer of possession as aforesaid. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc. in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. 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. The allottee authorizes the Company that on handing over of maintenance of common areas to the Allottees Association, the Company shall novate the Maintenance Agreement/electricity supply agreement etc to the Association without any objection from the allottee.
 7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas/facilities of the Project, adjoining Plot/Villa/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
 8. It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Project.
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9. The common lawns and other common areas in the Project shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any area for organizing meetings and small functions, the same shall be used on payment basis.
10. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
11. The maintenance of Said Plot and all services within its periphery including walls and partitions, sewer, drains, pipes, lawn and terrace area etc shall be exclusive responsibility of the Allottee(s) from the date of possession or Possession Due Date, whichever is earlier. However, the Company/Maintenance Agency shall always have the right to enter the Plot after due notice if required for the purpose of common maintenance.
12. Issues related to adjacent Plots including seepages shall be resolved between the concerned neighbours without resort to the company/maintenance agency and the same shall not be grounds for withholding maintenance charges

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

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

H. SALE DEED/TRANSFER DEED

1. The Allottee undertakes to execute and get registered the Conveyance /Transfer Deed in respect

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of Said Plot within 30 days from the date of intimation by the Company in writing, failing which, the Allottee authorizes the Company to cancel the allotment and forfeit the Earnest Money, interest on delayed payments etc. and refund the balance amount to the Allottee without any interest upon realization of money from re-sale/re-allotment of Said Plot to any other party.

2. The Allottee agree to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Conveyance/Transfer Deed of the Said Plot, at the rate as may be applicable on the date of execution and registration of the Conveyance/Transfer Deed including documentation. If the Company incurs any expenditure towards the registration of the Said Plot, the same shall be reimbursed by the Allottee.
3. The Allottee agrees that prior to execution of Conveyance/Transfer Deed of the Said Plot he/she/they shall not assign/attorn its interest/rights of allotment, as stipulated herein without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein by the Allottee, upto date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee 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 shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of this Agreement to restrict nomination /transfer/assignment of the allotted Said Plot by any authority, the Company will have to comply with the same and the Allottee has specifically noted the same. If the Allottee 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 shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee/s as may be prescribed by the Company.
4. The Allottee agrees that he/she/they for any subsequent transfer of the Said Plot by way of sale or otherwise, after execution and registration of Conveyance/Transfer Deed, shall obtain "No Dues Certificate" from the Company as per the policy of the Company and /or the Maintenance Agency and on payment of such Administrative Charges as may be prescribed. It is clarified that the terms of this Agreement as well Conveyance /Transfer Deed to be entered with the Allottee shall be binding and applicable upon the subsequent buyer of the Said Plot.

I. INDEMNIFICATION

The Allottee 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 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 Said Plot. The Allottee agree to pay such losses on demand that the Company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

J. SEVERABILITY

The Allottee agrees that if any term/s / provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed

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

L. GENERAL TERMS AND CONDITIONS

1. The Allottee acknowledges that 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 Project 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 Said Plot and (ii) the Said Plot shall be free from all encumbrances at the time of execution of Conveyance / Transfer Deed.
2. The address given in the Application Form/ Allotment Agreement shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. posted at the address given in the Application Form/Allotment Certificate & Agreement shall be deemed to have been received by the Allottee.
3. The Allottee 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 shall not be entitled to subdivide the Said Plot or amalgamate the same with any other Said Plot/adjoining area. In case of joint Allottee, each Allottee share in the Said Plot shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
5. The Allottee agrees and undertakes to pay GST/all rates, tax on Project/Said Plot, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/ Said Plot as the case may be as assessable or applicable from the date of the allotment. If the Said Plot is assessed separately the Allottee shall pay directly to the Governmental Authority and if the Said Plot is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee. Additionally, if any additional taxes, cess by any Government or authorized body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Allottee.

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6. The Allottee understands that he/she/they shall have no right and interest in the shops, club and its adjacent open areas including swimming pool, commercial areas/plots/spaces and community centre etc. if any constructed in the Project. Such areas shall be the property of the Company and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Allottee 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 shall carry out construction on the Said Plot subject to that (i) it shall not cause nuisance, annoyance or cause damage to properties of other occupants in the adjoining areas, (ii) shall not obstruct/block the common areas of the Project, common amenities/facilities etc of the Project, and (iii) shall not stock construction material on the road or areas adjoining the Said Plot.
8. The Allottee understands that the Project will be developed/completed in phases and the Company shall also be carrying out extensive development /construction activities for many years in future. Further, the Company shall also be connecting /linking the facilities viz. electricity, water, sanitary/drainage system etc. of additional development /construction in the Project across various phases in the Project, which the Allottee understands and agrees not to raise any objection in this regard at any time whatsoever. The Allottee 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.
9. The Allottee agrees and understands that allotment of Said Plot is on “as is where is” basis. The Allottee further understands and agrees that the level of the Said Plot will be 2 ft below from the abutting road. Incase the level of Said Plot is lower than the specified 2 ft then the Company shall reimburse the equivalent cost of the earth to the allottees and beyond that it shall be responsibility of the Allottee to do earthwork or earth filling at its own cost and expenses.
10. The Allottee understands and agrees that in order to maintain the uniformity and aesthetic of the Project he/she/they shall in all circumstances, whatsoever maintain the plinth level of the Said Plot at 0.50 mtr above the abutting road and the height of the boundary wall shall be 1.65 mtrs above road level to have uniformity in the project.
11. The Allottee understands and agrees that the Company might take bulk supply electricity connection to distribute power in the Township and as he/she/they shall not apply to the concerned department directly for supply of electrical energy. 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 till the Said Plot and as such the Allottee shall at its own cost and expenses apply to the concerned department directly for supply of electricity through grid subject to its technical viability to the Said plot and building to be constructed thereon.
12. The Allottee shall not have any right in any commercial areas/plots/premises, community centres, shops, club and its adjacent open areas including swimming pool, etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, club etc. to any person/s and also in their operation and management.
13. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. cable, intercom, satellite/cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual unit level and understands that he/she/they will have to go with the choice of

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such service providers at a bulk level for the entire Project. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.

14. The Allottee may be offered membership of the club, if provided, in the Project on stipulated terms and fee at a prescribed rate but shall not have any ownership right on the Club or club area and its adjacent open areas including swimming pool. The Allottee shall have to abide by the terms of membership of the Club including payment of membership fee, recurring annual/monthly charges as well as usage charges.
15. The Allottee agrees that any unilateral alteration/changes made in this Allotment Certificate & Agreement by him/her/them shall render the Agreement as "null and void" to that extent.
16. The Allottee understands and agrees that in case of breach of any terms & conditions contained herein including his/her/their failure to take possession of the Said Plot beyond a period of 12 months from the Possession Due Date then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment/Sale deed (as the case may be) of the Said Plot and take over the possession of the Said Plot. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Said Plot in any manner whatsoever at its sole discretion.
17. The Allottee agrees that in case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale /Transfer deed of immovable property in India shall be the responsibility of the Allottee. The Allottee 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 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 and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Said Plot in any way and the Company shall issue the payment receipts in favour of the Allottee only.
18. The Allottee agrees that in case of joint Allottee, 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 Allottee.
19. The Allottee agrees that in case of any dispute between the co-Allottee, the decision from the competent court shall be honored by the Company.
20. The Allottee agrees that in case of any conflict between the terms contained herein and the terms/specifications mentioned in Company's sale brochures/CD, walk through, advertisement/s and other sale document/s then the terms contained herein will prevail.
21. The Allottee agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement; Maintenance Agreement etc.

M. JURISDICTION & LAWS OF INDIA

1. The Allottee/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be

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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 exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

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 Limited

1.....

Authorized Signatory

WITNESSES

Allottee/s Signature

2.....

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ENDORSED IN FAVOUR OF

I.

(Authorized Signatory)

II.

(Authorized Signatory)

III.

(Authorized Signatory)

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