

**APPLICATION FORM**

To,

Eldeco Housing and Industries Ltd.  
2<sup>nd</sup> Floor, Eldeco Corporate Chamber-I,  
Vibhuti Khand, (opp. Mandi Parishad),  
Gomti Nagar, Lucknow 226010

Dear Sir,

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

- 1) The Applicant/s is aware that Lucknow Development Authority (herein "**LDA**") has granted license/permission under the Integrated Township Policy on land admeasuring approx. 133.07 acres situated at IIM Road, Lucknow, Uttar Pradesh (herein referred to as the '**Total Land**') to M/s Eldeco City Limited (earlier known as 'Eldeco City Private Limited') for the purpose of construction and development of Integrated Township (herein "**Township**").
- 2) The Township is being developed under the name and style of "**Eldeco City**", as per the Layout Plan approved by Lucknow Development Authority ("**LDA**") vide letter dated August 8, 2014 having no 36748 which inter – alia includes plotted development, independent built-up Villas, Group Housing plot, commercial spaces, schools, parks, utilities and common services and facilities therein.
- 3) The National Company Law Tribunal, Allahabad Bench (NCLT) vide its order dated 27/03/2018 has sanctioned the Scheme of Amalgamation of Eldeco City Limited into and with Eldeco Housing and Industries Limited. Consequently, all properties/projects/contracts/agreements, right and powers of Eldeco City Limited stands transferred and vested in favour of Eldeco Housing and Industries Limited "**Promoter**").
- 4) The Promoter is developing a group housing complex by the name of "**Eldeco City Dreams**" ("**Project**") on the land admeasuring 3736 sq mtrs forming part and parcel of Total Land ("**Project Land**"), comprising of 96 Units and a Multipurpose Hall duly approved by LDA vide letter dated December 22, 2017 having no 42738 as and more particularly demarcated in the plan annexed hereto in **Schedule II**.
- 5) The Promoter intends to develop the Project by optimum utilization of the floor area ratio (F.A.R) together with the infrastructures and Common Areas and Facilities (defined hereinafter) thereof, in accordance with the applicable laws.
- 6) The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on June 3, 2018 vide registration bearing no. **UPRERAPRJ16415**.
- 7) The Applicant/s hereby applies for booking of a residential unit in the Project as detailed in **Schedule I** (hereinafter referred to as "**Unit**") for such Total Sale Consideration as specified in **Schedule IV**, whose specifications are mentioned in Schedule IV.
- 8) At the time of submitting and executing this booking application form by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including as mentioned in **Schedule V** but not limited to interest payable on delayed payments as mentioned in **Schedule I**. The detailed payment schedule and list of other charges is provided in **Schedule V**.
- 9) The Allottee have demanded from the Promoter and the Promoter has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications of the common areas applicable to the Unit. The Promoter has, as on date, obtained the Approvals as listed in **Schedule III**. Any future approval that may be required for during the course of development shall be obtained by the Promoter as and when necessitated.
- 10) The Promoter has informed the Applicant/s that it will be entitled to use the Common Areas & Facilities on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of Applicant/s, which will comprising of Applicant/s of the Township and Project ( herein "**Association**").
- 11) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the The Unit and Car Parking Space (if allocated) and understood the rights and obligations detailed herein.

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- 12) The Applicant/s hereby confirms that they are signing this Application with full knowledge of all the laws rules and regulations notifications, etc. applicable to the Project/Township.
- 13) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the the Unit to the Applicant/s on the basis of such terms and conditions as contained herein.
- 14) By signing this Application Form, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Schedule \_\_\_\_** (General terms & conditions).
- 15) The Applicant/s understands and agrees that he/she shall execute and register the Agreement to Sale within \_\_\_\_\_ days from the date of realization of the Application money/booking amount. In case the Applicant/s fails to execute and register the Agreement to Sale as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 16) The Applicant/s confirms that they have chosen to invest in the the Unit after exploring all other options of similar properties available with other Promoters/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the the Unit is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the the Unit in the Project.
- 17) The Applicant agrees and undertakes that he shall not hold the Promoter and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) nor make any claims/demands on the Promoter and/ or any of their sister concerns or affiliates with respect thereto.
- 18) The Applicant hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.
- 19) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

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**SECOND APPLICANT**

FIRST APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
6.	Gender	:	Male _____ Female _____ Other _____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No	:	
10.	Aadhar No.	:	
11.	Residential Status <sup>#</sup>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	:	
14.	Correspondence Address	:	
15.	Permanent Address	:	

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SECOND APPLICANT

SECOND APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
6.	Gender	:	Male _____ Female _____ Other _____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No	:	
10.	Aadhar No.	:	
11.	Residential Status <sup>#</sup>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	:	
14.	Correspondence Address	:	
15.	Permanent Address	:	

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SECOND APPLICANT

COMPANY AS AN APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
6.	Gender	:	Male _____ Female _____ Other _____
7.	Nationality	:	
8.	Occupation	:	
9.	IT PAN No	:	
10.	Aadhar No.	:	
11.	Residential Status <sup>#</sup>	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
12.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
13.	Email ID	:	
14.	Correspondence Address	:	
15.	Permanent Address	:	

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

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

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

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

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

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

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

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

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

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

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## SCHEDULE – I

<b>Details of the Unit</b>	<b>Unit No.</b>	
<b>Project/ Building Name / Number</b>		
<b>Carpet Area of the Unit<sup>1</sup> (in sq. mtr and sq. ft)</b>		
<b>Exclusive Balcony / Verandah Area<sup>2</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
<b>Exclusive Open Terrace Area<sup>3</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
<b>Car Parking Spaces (if allocated)</b>	Location	Number
<b>Source of Booking</b>	Direct <input type="checkbox"/> Channel Partner <input type="checkbox"/> Sub Source:	
<b>Real Estate Agent name (if applicable) and RERA Registration no<sup>#</sup></b>	a) Name of Entity:- _____ _____ b) Seal c) RERA Registration Number _____	
<b>Construction Linked / Any Scheme</b>		
<b>Details of such Scheme (if any)</b>		
<b>Subvention/ Benefit/ Discount provided (if any)</b>		
<b>Date of offer of Possession<sup>##</sup></b>		
<b>Payment Schedule</b>	Schedule V	
<b>Deposit, outgoings and other charges</b>	Schedule V	
<b>Initial token amount / Application Money</b>		
<b>Details of payment of Initial token amount</b>		
<b>Payments to be made in favour of</b>	Bank Account Name:	Bank Name :
	Bank Account No. :	IFSC code :
<b>Interest for delayed payments</b>	10% per annum or as per Applicable Laws	

\*Area measurement is approximate and subject to variation.

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

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

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

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

<sup>##</sup>Subject to terms and conditions mentioned in the Application Form/ Agreement for Sale.

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**SCHEDULE III**  
**Approvals**

Sr. No.	List of approvals	Date
1.	<u>Approval of Building Plans</u> from LDA	December 22, 2017
2.	Fire NOC	November 15, 2017
3.	Environment Clearance (for expansion of integrated township Eldeco City, IIM road, Lucknow)	June 8, 2016
4.	RERA Registration Number and all RERA details	Registration no. UPRERAPRJ16415 Web link: <a href="http://www.up-rera.in">http://www.up-rera.in</a>

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**SCHEDULE IV**

<b>SPECIFICATIONS (ELDECO CITY DREAMS)</b>							
<b>Sl. No</b>	<b>Location</b>	<b>Floor</b>	<b>Wall</b>	<b>Internal Doors</b>	<b>External Doors/ Windows</b>	<b>Ceiling</b>	<b>Other</b>
1	Living / Dining	Vitrified Tiles	Tile skirting & Oil bound distemper (OBD)	Hard wood frame with painted/ skin moulded shutter	Aluminium/ composite sections/UPVC frame. Window shutters with glass glazing (without grill). Door shutter same as internal doors/glass glazed	Oil Bound Distemper (OBD)	Entrance door- Hardwood frame with decorative/skin moulded door in teak finish/paint
2	Master Bedroom	Vitrified Tiles	Tile skirting & OBD	-do-	-do-	-do-	-
3	Bedrooms	Vitrified Tiles	Tiles skirting & OBD	-do-	-do-	-do-	-
4	Kitchen	Ceramic tiles	2' high ceramic dado above counter & rest OBD	-do-	-do-	OBD	Granite or equivalent counter.
5	Toilets	Ceramic Tiles	7' high Ceramic wall tiles & paint	-do-	-do-	-do-	Washbasin, Premium C.P. fittings, EWC, mirror, towel rail, soap dish, toilet tissue dispenser.
6	Balconies	Ceramic tiles	Cement Paint	-	-	-do-	-
7	Corridors / Lobby	Kota/ marble/ Tiles	OBD	-	-	-do-	Lift facia in attractive stone / tile cladding/ Paint
8	Staircase	Kota/ marble/ Tiles	-	-	-	-do-	M.S. railing with polished / painted hand rail

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9	Electrical	Copper electrical wiring in concealed conduit with light points, power points with MCB. Premium quality modular switches. No fans, lights and fixtures
10	Door & Window Fittings	Anodized aluminium door & window fittings for external doors and windows.
11	Façade	Exterior cement based paint- plain/ textured
12	Structure	Earthquake resistant structure. Combinations of RCC frame with brick work.

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

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

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**SCHEDULE V**  
**TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE**

**Total Sale Consideration Payable**

Particulars	Amount (in Rs.)
Total Basic Cost	

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

- Interest Free Maintenance Security (IFMS) @ Rs. 43.50/- per sq. ft./p.m. of Carpet Area of Unit.
- The indicative maintenance charges is @ Rs. 4/- per sq. ft.(per month) of Carpet Area of Unit. Please note that the above indicative maintenance charges has been derived on the basis of cost, as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above maintenance charges are excluding applicable taxes. Also, 36 Months Advance Maintenance Charges has to be paid in advance.
- Club Membership Fees of RS. 20,000/- is payable towards membership of Capital City Club in the Township, (optional)
- Cost of the Unit is inclusive of development charges of the multipurpose hall proposed in the Project, Pre paid meter connection and 2 KVA power back up. Additional power back up if required is chargeable extra.
- In addition to above Holding Charges @ Rs. 15/- psft per month of the Carpet Area are payable if applicable.

**Payment Schedule**

- ☐ Construction Linked Payment Plan
- ☐ Down Payment Plan

<b><u>Payment Plan</u></b>			
<b><u>Construction Linked Payment Plan</u></b>		<b><u>Down Payment Plan</u></b>	
At the time of Booking	5%	At the time of Booking	5%
Within 30 days of Booking	10%	Within 30 days of Booking	10%
Within 60 days of Booking	10%	Within 60 days of Booking	75%
On Commencement of Excavation	10%	Down Payment Discount	10%
On Completion of Ground Floor Roof Slab	10%		
On Completion of 2nd Floor Roof Slab	10%		
On Completion of 7th Floor Roof Slab	10%		
On Completion of 10th Floor Roof Slab	10%		
On Completion of Structure	10%		
On Commencement of Plaster & Plumbing	5%		

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On Commencement of Flooring	5%
On Offer of Possession	5%

**NOTE :**

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
3. In the event of delay in payment of Total Sale Consideration or incase the Allottee/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum or as per Applicable Laws from the date such amounts fall due till realization of payments by the Promoter.
4. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, External development charges, infrastructure development charges (like water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the the Unit and/or the transaction contemplated herein and/or in respect of the Total Sale Consideration and/or the other amounts shall be payable by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottees/s.
5. The Allottee/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association/Apex Association's membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc.
6. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Sale Deed of the Unit to Allottee/s and Sale Deed of the common areas to Association and Apex Association (as the case may be), shall be payable by the Allottee.
7. The Allottees/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of the Allottee's failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
8. Amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Allottee.
9. The Total Sale Consideration does not include (i) goods and services tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, additional fire safety measures etc. (except for a right to use on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all Applicant /right-holder at the Project/Township); or (iv) for any rights over areas reserved/ restricted for any other Applicant/ right-holder at the Project/Township; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws.

Provided that, in case there is any change / modification in the taxes/ charges/ Pass Through Charges /fees/ levies etc., the subsequent amount payable by the Applicant to the Promoter shall be increased/ decreased based on such change / modification;

10. The Promoter has made it specifically clear to the Applicant that in the Total Sale Consideration charges for individual electricity connection/ meter charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the

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concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Applicant on or before the offer of possession of the Unit.

11. The Total Sale Consideration is exclusive of the statutory deposits to be made by Promoter to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant on a pro-rata basis as and when demanded by Promoter/ Competent Authority

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## SCHEDULE VI

### TERMS AND CONDITIONS

#### A. APPLICATION TERMS AND CONDITIONS

##### 1. ELIGIBILITY FOR APPLICATION

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

##### 2. APPLICATION PROCEDURE

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

##### 3. WITHDRAWAL OF APPLICATION AND CANCELLATION

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

**TERMS AND CONDITION OF ALLOTMENT/AGREEMENT TO SALE ("AGREEMENT")**

**1. DEFINITIONS**

Defined Term	Definition
<b>Act</b>	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
<b>Apartment Ownership Act</b>	shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Uttar Pradesh Apartment Rules framed there under as amended from time to time.
<b>Applicable Laws</b>	shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of the Agreement or thereafter.
<b>Approvals</b>	shall means and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.
<b>Association</b>	Association of Allottee of the Project
<b>Authority</b>	Means Uttar Pradesh Real Estate Regulatory Authority.
<b>Non-Refundable Amount</b>	shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made by the Applicant through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement, if the Agreement is registered and (v) subvention cost (if the Applicant has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in installments or paid directly by the Promoter to the bank (vi) administrative charges as per the Promoter policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities included but not restricted to the Pass Through Charges[ <i>defined hereinafter</i> ].

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<b>Competent Authority</b>	any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project.
<b>Declaration</b>	Means the “Declaration” as defined in Section 3(m) of the Apartment Ownership Act
<b>Common Areas and Facilities in the Township</b>	such areas and facilities in the Township which are meant for common use, enjoyment and access of all the Applicant(s) at the Township, viz parks, green areas etc (but excludes areas therein which are to be reserved / restricted for any other allottees / right-holder at the Township or otherwise transferable by the Promoter to third parties).
<b>Common Areas and Facilities in the Project</b>	such areas and facilities in the Project which are meant for common use, enjoyment and access of all the Applicant(s) viz parks, green areas etc at the Project, (but excludes areas therein which are to be reserved / restricted for any other Applicant / right-holder at the Project or otherwise transferable by the Promoter to third parties).
<b>Cost of Property</b>	shall mean the Total Sale Consideration mentioned in <b>Schedule V</b> ____.
<b>Earnest Money</b>	10% of the Cost of Property shall be construed as Earnest money
<b>Final Finishing</b>	shall mean final coat of the paint of the Unit, installation of toilets fixtures and fittings, door handles and final cleaning of the Unit
<b>Force Majeure Events</b>	shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project and/ or (b) war, civil commotion or act of God ; (c) any notice, order, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials; and (e) disruption by farmers or any civic unrest;
<b>Government</b>	shall mean the Government of Uttar Pradesh or any relevant Government.
<b>Hazard</b>	shall mean an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.
<b>Pass Through Charges</b>	shall mean all charges, fees, taxes/duties, impositions as may be levied by the Competent Authority, such as, ground rent, interest free maintenance security, meter charges, GST, property tax, krishi kalyan cess, swachh bharaat cess, or any future increase thereof or imposition by Competent Authority.
<b>Regulations</b>	shall mean means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 for the time being in force

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<b>Rules</b>	shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time.
<b>Rule</b>	shall mean rule of Rules.
<b>Section</b>	shall mean section of the Act.

## 2. TERMS:

The Cost of Property for the Unit ("Cost of Property"), other charges, payable by the Applicant for transfer of the Unit in its favour and token amount/application money already paid by the Applicant at the time of the ApplicationForm are mentioned in Schedule V hereto

### Explanation:

- (i) The Total Sale Consideration as mentioned in Schedule V includes the application money/booking amount paid by the Applicant to the Promoter towards the Unit
  - (ii) The Total Sale Consideration as mentioned in Schedule V does not include (i) goods and services tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any rights over the convenience stores, shops, kiosks, conveniences, recreational activities, additional fire safety measures etc. (except for a right to use on such terms and conditions as may be prescribed by the Promoter which shall be uniformly applicable for all Applicant /right-holder at the Project/Township); or (iv) for any rights over areas reserved/ restricted for any other Applicant/ right-holder at the Project/Township; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws.  
Provided that, in case there is any change / modification in the taxes/ charges/ Pass Through Charges /fees/ levies etc., the subsequent amount payable by the Applicant to the Promoter shall be increased/ decreased based on such change / modification;
  - (iii) The Promoter has made it specifically clear to the Applicant that in the Total Sale Consideration charges for individual electricity connection/ meter charges, IGL/ LPG connection charges including its infrastructure charges, deposits to the concerned authorities, on account of additional fire safety measures undertaken, broadband, internet connection charges, increases in securities of water, electricity etc., any new infrastructure augmentation charges and increase thereof for bulk supply of electrical energy and all / any other charges are not included and the actual/ proportionate amount towards the same shall be additionally payable by the Applicant on or before the offer of possession of the Unit.
  - (iv) The Applicant shall also be liable to bear and pay all present and future applicable Pass Through Charges and/or any increase thereto, either prospectively or retrospectively and/or by virtue of court order or applicable laws, which may be imposed by the Competent Authority, as and when demanded by the Promoter.
  - (v) The Applicant shall in time bound manner make the payment payable by him/her and as stated in **Schedule V** without any need of any demand letter and/or reminder from the Promoter. In addition, the Promoter shall provide to the Applicant the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective.
- 1.2 The benefit of input tax credit as stated under section 171 of The Central Goods and Service Tax Act, 2017 had been considered in the Cost of Property of the Unit. The quantum of duties and taxes has been calculated accordingly. The Applicant has understood the same and shall not raise any objection in this regard.
- 1.3 The Cost of Property is escalation-free, save and except the charges which the Applicant agrees to pay and stated herein and escalations/increases/impositions due to increase carpet area of the Unit, increase on account of

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development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Competent Authority/ local bodies/Government and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time (“**Additional Charges**”).

- 1.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Applicant by discounting such early payments at a rate suitable to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Applicant by the Promoter, provided the Applicant complies with the terms of the Agreement.
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans & layout plans of the Project and specifications and the nature of fixtures, fittings and amenities described herein at Schedule V in respect of the Unit without the previous written consent of the Applicant as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Applicant, or such minor changes or alterations as per the provisions of the Act.
- 1.6 The Promoter shall conform to the final carpet area of the Unit allotted to the Applicant after the construction of the building is complete by furnishing details of the changes if any in the carpet area. The Cost of Property payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter adjust the excess money paid by Applicant as per the next milestone of the Payment Plan as provided in **Schedule V**. If there is an increase in the carpet area of the Unit, allotted to Applicant the Promoter may demand that from the Applicant as per the next milestone of the payment plan as provided in **Schedule V**. All these monetary adjustments shall be made at the same rate per square meter/foot.
- 1.7 The Promoter agrees and acknowledges that, the Applicant shall have the right to the Unit as mentioned below:
  - (i) The Applicant shall have exclusive ownership of the Unit.
  - (ii) The Applicant shall also have undivided proportionate share in Common Areas & Facilities of the Project. Since the share/interest of Applicant in common areas of the Project is undivided and cannot be divided or separated, the Applicant shall use the common areas of the Project/Township along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas of the Project to the association of Applicants after duly obtaining the completion certificate from the Competent Authority or upon deemed completion as the case may be, as provided in the Act.
  - (iii) The Applicant has the right to visit the Project site to assess the extent of development of the Project and the Unit. The Promoter discourages such kind of visit by the Applicant and his/her family members due to the risks involved at construction site. If at all the Applicant decides to visit the site, he/she shall only do so after intimating the Promoter or its site engineer and after taking due care and proper safety measures at his/ her own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Applicant and his/her accompanying persons while visiting the site.
- 1.8 It is made clear by the Promoter and the Applicant agrees that the Unit along with allocated Car Parking shall be treated as a single indivisible unit for all purposes. The Applicant is aware that the allocated Car Parking Space cannot be dealt otherwise by the Applicant independently of the Unit. The Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space is an integral and indivisible part of the Unit, the Applicant undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the Unit.
- 1.9 The Applicant understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the allottees , the Promoter had allocated and will allocate the open parking/bay to certain Applicant/s only to the exclusion of others allotteesof the Project. The Applicant hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project including himself/herself and as such he/she

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irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Project or the parking space/bay allocated to other Applicant/s of the Project (ii) to park his/her vehicle only in the space allocated to him/her.

- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Unit to the Applicant, which it has collected from the Applicant, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Applicant or any liabilities, mortgage loan and interest thereon before transferring the Unit to the Applicant, the Promoter agrees to be liable, even after the transfer of the Unit to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Applicant has paid the booking amount being part payment towards the Cost of Property of the Unit at the time of Application Form the receipt of which the Promoter hereby acknowledges and the Applicant hereby agrees to pay the remaining Cost of Property of the Unit as prescribed in the Payment Plan **[Schedule V]** without any need of any demand letter and/or reminder from the Promoter.

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

## **1. MODE OF PAYMENT**

- 1.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Applicant shall make all payments, within the stipulated time as mentioned in the Payment Plan [Schedule V] through A/c Payee cheque/demand draft/bankers cheque in favour of '**Eldeco Housing and Industries Limited**'.
- 1.2 The Applicant agrees that the payment shall be considered received when it actually gets credited to the bank account of the Promoter. If any of the cheques submitted by the Applicant to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Applicant of the dishonour of the cheque and the Applicant would be required to promptly tender/s a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of **Rs. 5000/- (Rupees Five Thousand only)**( for each dis-honor). In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

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

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

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

#### **4 ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards offering the Unit to the Applicant subject to Force Majeure Events and reasons beyond the control of the Promoter.

#### **6 CONSTRUCTION OF THE PROJECT AND UNIT**

The Applicant has seen the layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Government and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7 POSSESSION OF THE UNIT AND COMPENSATION**

##### **(i) Schedule for possession of the Unit:**

- a. The Promoter agrees and understands that timely offer of possession of the Unit is the essence of the Agreement. The Promoter shall endeavor to offer possession of the Unit to the Applicant on or before the date specified in **Schedule I ("Date of offer of Possession")**. The Date of offer of Possession shall be subject to the provisions of the Agreement and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
- b. In the event the possession of the Unit is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction.
- c. In case the Promoter is forced to discontinue the construction of the Unit and/ or Project due to Force Majeure Events and/ or due to operation of any law or statutory order, then the Promoter shall be liable to refund the amounts paid by the Applicant without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality. After refund of the money paid by the Applicant, the Applicant agrees that he/she shall not have any right, claims etc. against the

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Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Application Form/Agreement.

(ii) **Procedure for taking possession :**

The Promoter upon completion of construction of the Unit shall issue written Offer of Possession/Final Demand Notice (herein '**Offer Letter**') to the Applicant. The Applicant on issuance of Offer Letter shall make payments as per the Offer Letter and take possession within such period as may be mentioned in the Offer Letter. The Applicant shall before taking over the possession of the Unit clear all outstanding dues and amounts as mentioned in Schedule \_\_V\_\_ and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the Unit. It clarified that the Final Finishing of the Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, amounts, taxes etc. by the Promoter.

(iii) **Failure of Applicant to take Possession**

- a. The Applicant in case fails to take possession of the Unit within such date as mentioned in the Offer Letter, then Unit shall lie at the risk and cost of the Applicant and the possession of the Unit shall be deemed to have taken by the Applicant on the expiry of date stipulated in the Offer Letter. The monthly recurring maintenance charges (MRMC) shall commence from the MRMC Commencement Date, (defined hereinafter). It is clarified that in case Applicant fails to clear dues and take possession then:

- MRMC, Holding Charges shall be payable by the Applicant from the MRMC Commencement Date

- Promoter shall have the option not to undertake Final Finishing and handover the Unit without Final Finishing in case the Applicant fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Promoter's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Applicant or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Promoter then the Promoter shall not be required to do it again when the Applicant finally comes forward to take possession of the Unit.

- b. The Applicant in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in Schedule \_\_\_\_ from MRMC Commencement Date till the Applicant takes actual possession of the Unit. During the period of the said delay by the Applicant, the Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Applicant in relation to its deterioration in physical condition of material/ fixtures.

- (iv) **Possession by the Applicant:** The Applicant upon receiving Offer Letter shall take possession of the Unit from the Promoter within the stipulated period by executing necessary indemnities, undertakings and such other documentation as prescribed in this regard and the Promoter shall thereafter give possession of the Unit to the Applicant .

(v) **Cancellation by Applicant –**

- a. In case Applicant wishes to withdraw/cancel the Agreement /allotment of the Unit then the Promoter shall refund all such amounts paid by the Applicant till the date of cancellation without interest subject to forfeiture of Earnest Money and with Non Refundable Amount. The Promoter shall upon cancellation as aforesaid, refund 50% of the balance amount (after deduction of the amount mentioned as above) within 45 (forty five) days of such cancellation/ withdrawal and the remaining 50% of the balance amount within one year or days from the sale proceeds as and when

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realized from re-allotment of the the Unit whichever is earlier, either by way of (i) personal hand delivery of cheque(s) to the Applicant, or (ii) courier of cheque(s) to the Applicant at the aforementioned address mentioned in the ApplicationForm/ Agreement, or (iii) by any other means as the Promoter may deem fit. In the event the Applicant is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Applicant/allottee (as per the Agreement) /lender (in case the Applicant has procured a loan from a bank/ financial institution), as the case may be.

- b. The Applicant shall not have any right, title and/ or interest with respect to the Unit upon the cancellation and/or termination of the Agreement/allotment of the Unit as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the Unit with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Applicant waives his/her right to raise any objection or dispute in this regard.
- c. The Applicant undertakes to present himself/herself for surrender/cancellation of the Agreement, upon termination/cancellation of the Agreement/allotment of the Unit as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Applicant undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of the Agreement/allotment of the Unit.

(vi) **Compensation:**

- a. In the event of any delay in handing over possession of the Unit to the Applicant on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the Unit, the Applicant agrees that he/she/they shall be entitled for Rs. 10/- per sq. ft. per month only of the carpet area of the Unit from the expiry of Extended Duration or further extended time (as aforesaid), as the case may be till the date of Offer Letter (defined hereinafter), provided he/she/they has/have complied with all the terms and condition of the Agreement. It is expressly clarified and agreed that (i) no compensation is payable on the amount/s received towards the stamp duty, registration fee, GST, TDS, deposits, charges etc. and/or Pass Through Charges (ii) nothing shall be payable by the Promoter beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Applicant not taking possession of the Unit (iii) in case of any inconsistency, the provisions of the Act shall prevail.
- b. Notwithstanding any of the provisions herein, the interest on the amount paid by the Applicant & compensation for delay shall not be paid and Date of Offer of Possession shall be extended on account of any Force Majeure Events and/ or due to non-compliance of the terms and conditions by the Applicant.
- c. Additionally, the interest on the amount paid by the Applicant and compensation for delay shall not be paid in the following events:
  - i. For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
  - ii. For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Applicant during inspection of the Unit, and/or
  - iii. For the period if the Applicant commit/s any default and/ or breach of the terms and conditions

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- iv. For the period of delay incurred due to additional work to be completed on the request of the Applicant for certain additional features, upgrades, in the Unit, in addition to the standard Unit, and/or,
- v. For the period of inordinate delay incurred due to LDA/ Competent Authority or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.

#### 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the *Force Majeure Events* or reasons beyond the control of the Promoter or due to non-compliance of the terms and conditions by the Applicant or for the period of inordinate delay incurred due to any Competent Authority or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, grant of occupation/completion certificate, the Promoter shall be considered under a condition of Default, in the following events:
  - (i) The Promoter fails to offer possession of the Unit to the Applicant within the time period specified herein or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority, as may be extended from time to time. For the purpose of this para, 'ready to move in possession' shall mean the Unit shall be in a habitable condition.
  - (ii) Discontinuance of the Promoter's business as a Promoter.
- b) In case of Default by Promoter under the conditions listed above, Applicant is entitled to the following:
  - (i) Stop making further payments to Promoter as demanded by the Promoter. If the Applicant stops making payments, the Promoter shall correct the situation and only thereafter the Applicant be required to make the next payment without any interest for the period of such delay; or
  - (ii) The Applicant shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant under any head whatsoever towards the purchase of the Unit:
- c) The Applicant shall be considered under a condition of Default, on the occurrence of the following events:
  - (i) In case the Applicant fails to make payment on the due date as per the **Schedule \_\_\_\_** or is in breach of other terms of the Agreement .
  - (ii) Without prejudice to the rights of the Promoter to charge interest in terms of the Agreement, on the Applicant committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Applicant committing breach of the terms and conditions of the Agreement, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion , be entitled to terminate the Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Applicant, by Speed/Registered Post at the address provided by the Applicant and mail at the e-mail address provided by the Applicant of its intention to terminate the Agreement and of the specific breach or breaches of terms and conditions in respect of which it is

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intended to terminate the Agreement. If the Applicant fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate the Agreement.

- (iii) The Promoter upon termination of the Agreement as per above clause shall refund all such amounts paid by the Applicant till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Promoter shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Unit, either by way of (i) personal hand delivery of cheque(s) to the Applicant, or (ii) courier of cheque(s) to the Applicant at the aforementioned address mentioned in the Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Applicant is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Applicant (as per the Agreement) /lender (in case the Applicant has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant shall be accordingly delayed without any claim towards interest for such delay
- (d) The Applicant undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of Agreement /allotment of the Unit.

## 10. MAINTENANCE

- 10.1 The Applicant agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities of the Project and Common Areas and Facilities of the Township.
- 10.2 The Applicant agrees to pay to the Promoter or Maintenance Agency the Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the Unit) of the Project and Common Areas and Facilities of the Township (herein "**MRMC Charges**"). The Applicant understands & agrees that the MRMC Charges may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on MRMC Charges and outsourced services shall be borne by the Applicant.
- 10.3 For the purposes of avoidance of doubt, it is clarified that the MRMC Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Applicant has taken such possession of the Unit (for fit outs) or not. Such date shall be referred to as "**MRMC Commencement Date**".
- 10.4 The Applicant agrees that on issuance of Offer Letter of the Unit, an Interest-Free Maintenance Security (herein "**IFMS**") towards the security for payment of charges for maintenance, upkeep of or any damages to, the Common Areas and Facilities of Project and Common Areas and Facilities of the Township shall be payable by the Applicant as mentioned in **Schedule \_\_\_\_**. The IFMS shall become payable within 30 days from the date of Offer Letter by the Promoter, whether or not the Applicant takes possession of the Unit.
- 10.5 The Applicant agrees that upon offer of possession of Unit he/she agrees to enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein "**the Maintenance Agency**") for the maintenance and upkeep of Common Areas & Facilities of the Project and Common Areas and Facilities of the Township(excluding internal maintenance of the Unit). However, failure on the part of Applicant to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the MRMC Charges and other related charges.
- 10.6 The Applicant agrees to pay monthly/quarterly/yearly MRMC Charges as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Applicant is in occupation of the Unit or not, within a period of 7 days of demand. In case of delay in payment of MRMC Charges, interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the MRMC Charges in advance as per its policy. No interest shall be payable on such advance collection.

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- 10.7 The Applicant agrees that in case of his/her/their failure to pay the MRMC Charges on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to effect disconnection of services that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Areas & Facilities of the Project. Further, non-payment of MRMC Charges shall constitute a breach of the terms contained herein by the Applicant.
- 10.8 The Applicant agrees that in the event the MRMC Charges, other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate the allotment by a notice in writing to the Applicant of 30 days (herein "**Notice Period**"). If such notice is issued then Applicant will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Promoter and the Applicant shall have no right, interest or lien in the Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.
- 10.9 The Applicant agrees that the Promoter / Maintenance Agency will maintain the Project till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Promoter is not bound to maintain the Project beyond a period of one year, as aforesaid. The Applicant understands that the IFMS lying with the Promoter shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Promoter is authorized to cease the maintenance and return the IFMS after deducting any default of MRMC Charges etc. along with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Project and discontinue its maintenance. It is clarified that IFMS pool "net of aggregate defaults" of all the Applicants will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the allottee(s) directly. However, the Promoter may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Promoter shall retain IFMS and levy MRMC Charges till such time the maintenance is not handed over to the Association.
- 10.10 The Applicant agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities of Project and Common Areas and Facilities of the Township, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association or Apex Association (defined hereinafter). The Applicant shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Applicant's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Applicant within 30 days of such demand. However, in such an event Applicant shall make further payment to maintain required balance of IFMS as applicable. The Applicant shall always keep the Promoter indemnified in this regard.
- 10.11 The Applicant agrees that the common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block in the Project for organizing meetings and small functions, the same shall be used on payment basis.
- 10.12 The Applicant agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Promoter or Maintenance Agency.
- 10.13 The Applicant agrees that the maintenance of the Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Applicant from the lapse of the period as may be mentioned in the Offer Letter date of possession or possession due date, whichever is earlier.
- 10.14 The Applicant understands and agrees that the Promoter might take bulk supply electricity connection to distribute power in the Project and in such case Applicant shall not apply to the concerned department directly for supply of electrical energy in the Unit. However, if for any reason the Promoter not able to get bulk supply electricity connection due to technical reason or otherwise then the Promoter will only be providing cable network for electricity distribution in the Project and the Applicants shall at its own cost and expenses apply to concerned department directly for power in the Unit and shall accordingly pay the electricity bill directly to the concern department.
- 10.15 The Applicant understands and agrees that the Promoter to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism including pre-paid meters.

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- 10.16 The Promoter has informed the Applicant it proposed to develop a multi-purpose hall with facilities within the Project and all the allottees of the Project will have exclusive right to use the same on payment of usage charges as stipulated. The Promoter has also informed the Applicant that it has developed a club under the name "*Capital City Club*" ("Club") within the Township with certain amenities and facilities etc. The allottees of the Township and the allottees of the Project shall be allowed to use the Club subject to membership and on payment of usage charges and on such terms and conditions as may be stipulated by the Promoter/his nominee/transferee from time to time.
- 10.17 The Applicant agrees to form and join an Association comprising of the Applicants of the Project (herein "**Association**") for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration of such Association. No objection shall be made by the Applicant/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the unit/s owners in complying with the above.
- 10.18 The management and maintenance of only Common Area and Facilities of the Project will be transferred to the Association consisting of allottees of Project. It is clarified that areas like shops/commercial spaces/apartments for commercial use, and kiosks (if provided) etc. shall not be handed over to the Association and shall be owned by the Promoter.
- 10.19 The Applicant agrees to join (either directly or through Association) an association of all the allottees of the Township ("**Apex Association**") for maintenance and management of Common Areas and Facilities of the Township
- 10.20 The Applicant shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association / Apex Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering the Agreement with respect to undivided proportionate title in the common areas in the Project in favour of the Association. On the formation of Association, rights of the Applicant to the Common Areas and Facilities of the Project shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Project/Township.
- 10.21 The Applicant shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
- (i) The entrances in the Project/Township shall not be obstructed or used for any purpose other than ingress to and egress from the Unit;
  - (ii) The Applicant shall not make or permit any disturbing noises in the Project/Township or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Applicants/ occupants. The Applicant shall not use any loud speaker in the Unit which shall disturb or annoy other Applicant / occupants in the Project/Township;
  - (iii) Water-closets and other water apparatus in the Project/Township shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Applicant if found to be in default;
  - (iv) No bird or animal shall be kept or harboured in the Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted in any other part of the Project/Township unless they are accompanied by someone;
  - (v) No television aerial shall be attached to or hung from the exterior of the Unit;
  - (vi) Garbage and refuse from the Unit shall be deposited in such place only in the Project and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
  - (vii) The Applicant undertakes not to park his/her vehicles at area not specifically designated for his/her use as car parking. No vehicle belonging to a Applicant or to a family member, guest, tenant, employee of the Applicant shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Township. The Applicant shall adhere to the rules and regulations mentioned at (i) to (vii) herein above and such further rules and regulations as may be made out by the Promoter/Association from time to time. The Applicant shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoter/Association or Maintenance Agency, as the case may be.

# 11. DEFECT LIABILITY

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- 11.1 If the Applicant brings to the notice of the Promoter any structural defect in the Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Promoter without further charge to the Applicant. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the Unit or defect in workmanship, quality or provision of service. The Promoter shall be discharged from its liability as aforesaid in the event the Applicant carries out any structural modifications, alterations at his/her own accord and/or if the Applicant makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the Unit. Additionally, the Promoter shall not be liable in case of the following :
- (i) Structural defects caused or attributable to the Applicant including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose;
  - (ii) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
  - (iii) Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
  - (iv) Structural defects occurring in the Unit or Unit that has undergone un-authorised civil renovations by the Applicant.
  - (v) Damage caused by failure on the part of Applicant to undertake routine and expected care and internal maintenance of the Unit.
- 11.2. Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in above said Clause the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Applicant/s and the Applicant/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

## **12. RIGHT TO ENTER THE UNIT / PROJECT FOR REPAIRS**

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

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### 13. TRANSFER/NOMINATION

- 13.1 Subject to the terms of the Agreement and norms of LDA and subject to the Applicant clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Sale Deed, the Applicant may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the Applicable Laws, notifications/Governmental directions, guidelines issued by LDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant of such applicable charges (taxes extra) upon the Applicant providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LDA/Association on such transfer/ substitution/ nomination shall also be paid by the Applicant / third party transferee. In addition to above the Applicant has to pay an administrative fee of Rs 25,000/- to the Promoter for transfer/substitution/nomination.
- 13.2 The Applicant for any transfer of the the Unit after execution and registration of Sale Deed in his/her favour, shall obtain No Objection Certificate from the Promoter and shall pay an administrative fee of such amount as per prevailing policy of the Promoter in this regard.

### 14. GENERAL

- 14.1 The Applicant ensures and undertakes that all Fit-outs/interior works done internally within the Unit shall not pose any nuisance to the other occupants/purchasers of the Project and also protect against fire, pollution or health hazards, noise, etc. in the Project/Township.
- 14.2 The Applicant shall not alter the façade, color scheme of the Unit or make any such alterations which are visible on the external façade of the Unit.
- 14.3 The Applicant shall use the Unit as per the provisions of the Agreement, and bye laws of the Association/Apex Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other unit/s in the Project nor for any illegal or immoral purposes.
- 14.4 The Applicant shall from the expiry of date to take possession of the Unit within such date as mentioned in the Offer Letter or the date of execution of the Sale Deed, whichever is earlier, be liable to bear all costs and expenses to keep the Unit in a good and tenantable state and condition including structural maintenance, regular painting, seepage etc. The Applicant shall carry out, at his/her own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Applicant is guilty of any act or omission in contravention of this provision, the Applicant shall be responsible and liable for the breach and also for the consequential loss or damage, to the Promoter or Association or the Competent Authority, as the case may be.
- 14.6 The Applicant shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the Unit whether temporary or of a permanent nature. The Applicant shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the Unit. The Applicant shall, with the prior written consent of the Promoter, be at liberty to fix safety grills on the windows of the Unit, of such design as the Promoter may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Applicant or there is a deviation from the specifications prescribed by the Promoter; the Promoter shall be entitled to remove, at the cost and risk of the Applicant, all such grills which may have been fixed at the Unit together with any decorations,

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alterations, additions or improvements in the Unit made by the Applicant in contravention to the provisions of the Agreement. The Applicant shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the Unit in any manner whatsoever. The Applicant agrees and confirms that in the event the Applicant takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Applicant and the Applicant shall indemnify the Promoter towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Promoter.

- 14.7 The Applicant shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- 14.8 The Applicant hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Applicant under the Agreement towards the Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Applicant further declare/s and authorize/s the Promoter to give personal information of the Applicant to any statutory authority as may be required from time to time. The Applicant further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant further agree/s and confirm/s that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to terminate the Agreement. Upon such termination the Applicant shall not have any right, title or interest in the Unit neither have any claim/demand against the Promoter, which the Applicant hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant shall be refunded by the Promoter to the Applicant in accordance with the terms of the Agreement only after the Applicant furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant.
- 14.9 The Applicant shall neither encroach upon the Common Areas and Facilities of the Project, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 14.10 The Applicant shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Promoter or the Association. If any damage is caused to the Unit, Common Areas and Facilities of the Project, or to the Project on account of any act, negligence or default on part of the Applicant or his/her employees, agents, servants, guests, or invitees, the Applicant shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Applicant.
- 14.11 The Applicant shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the Common Area and Facilities of the Project or any portion of the Project.
- 14.12 The Applicant shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit.

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- 14.13 The Applicant shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit or land underneath or lands forming part of Common Areas and Facilities of the Project.
- 14.14 The Project shall always be known as **“Eldeco City Dreams”** and this name shall not be changed by anyone including the Applicant or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Applicant shall not be entitled to raise any objection/hindrance on the same.
- 14.15 The Applicant agrees and confirms that the present Agreement and the payment made hereunder do not create or bring into existence any lien/ encumbrance over the Unit in favour of the Applicant against the Promoter other than rights and interests as contemplated under the Agreement. Further, the Applicant agrees that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sale Deed in his/her favour by the Promoter. However, the Applicant may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under the Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Applicant may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Sale Deed. Any such arrangement/ agreement shall be entered into by the Applicant at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Applicant may obtain from such bank/ financial institution. The Applicant shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Applicant to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Applicant, enter into a tripartite agreement with the Applicant’s banker / financial institution to facilitate the Applicant to obtain the loan from such bank / financial institution for purchase of the Unit. The Applicant hereby agrees that the Promoter shall be entitled to terminate the Agreement at the request of the Applicant’s banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Applicant.
- 14.16 The Applicant shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Unit, in the Common Areas and Facilities of the Project and Common Areas and Facilities of the Township or on the external façade of the Project. However, the Applicant may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Promoter or the Association, as the case may be. The Applicant agrees to obtain a prior written approval from the Promoter or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- 14.17 Till the time each such unit/s in the Project is not separately assessed, the Applicant agrees to pay on demand all taxes, charges viz property tax, municipal tax, water tax etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Carpet Area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Applicant.

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- 14.18 In case of termination of the Agreement, all documents executed/ received by the Applicant(s) in furtherance thereto shall stand terminated for all intents and purposes and the Applicant(s) shall return all documents (in original) to the Promoter.
- 14.19 The Total Sale Consideration is exclusive of the statutory deposits to be made by Promoter to Competent Authorities towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant on a pro-rata basis as and when demanded by Promoter/ Competent Authority.
- 14.20 The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Applicant that the Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Applicant agrees that since this is beyond the control and scope of the Promoter, they shall not hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- 14.21 The Applicant hereby agrees and undertakes that he/she/they shall pay the insurance premium of the Unit and proportionate common area of the Project, from such date as intimated by the Promoter and the same is in addition to Cost of the Property.
- 14.22 The Applicant acknowledge(s), agree(s) and undertake(s) that the Applicant shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Applicant nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- 14.23 The Applicant undertakes that the Applicant has/have taken the decision to purchase the Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Applicant by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in the Agreement.
- 14.24 The Applicant shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter. The Applicant shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14.25 The Applicant understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project are proposed to be designed & installed by the Promoter on the basis of diversity factor considering group diversity @ 50 %. The Applicant agrees that he/she/they, either singly or in combination with other Applicant/s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Promoter to different Applicant/s.
- 14.26 The Applicant understand and agree that except ownership rights of the Unit area and impartible undivided proportionate interest in the Common Areas and Facilities of the Project, no rights of any kind shall accrue to the Applicant in any part of the Township, including but not limited to institutional area/ blocks, schools, shops/ commercial area/ commercial apartment, Club on the Total Land, and the same shall always remain the property of the Promoter and be dealt in a manner the Promoter may deem fit and proper. The Applicant further acknowledges that he/she does not have any right in relation to the development/ proposed development in the area left after Project Land and hereby expressly gives his/her/their no objection to such development including development to be carried

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on account of an increase in FAR, modification of the master plan of Township due to change in applicable governmental laws, rules and regulations, etc.

- 14.27 The Applicant hereby acknowledges and agrees that the Promoter will be entitled to make changes in the plan of the Township without any consent of the Applicant. The Applicant hereby provides his/her no objection for the same.
- 14.28 The Applicant is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Applicant has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to such developmental/ construction activities or incidental/ related activities in the Township. The Promoter for better planning, further construction on any portion of vacant land in the Total Land if becomes possible shall be entitled to take up such further construction and the Applicant shall have no objection for the same if not affecting the Unit.
- 14.29 In case the Applicant desire/s (with prior written approval/consent of the Promoter) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Cost of PropertyCost of PropertyCost of Property of Unit shall be considered by the Promoter.
- 14.30 The Applicant understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- 14.31 The Applicant confirm that he/she/they have not relied upon the interiors depicted / illustrated in the sample flat or show flat and agree and understand that the same is shown only as a suggested layout without any obligation on the part of the Promoter to provide the same. The Applicant further understands and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification for any unit and/or service and the Applicant has not relied on the same for purchase of the Unit.

#### **15. ADDITIONAL CONSTRUCTIONS:**

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

The Applicant agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Promoter shall have the exclusive right and ownership on the additional FAR. The Promoter shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings on the Project Land as per the approvals granted by the Competent Authorities and as per Applicable Laws. The Applicant further agrees and confirms that any such additional construction shall be the sole property of the Promoter, which the Promoter shall be entitled to dispose of in any manner it chooses. The Applicant shall give its consent as required under the Applicable Law.

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

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**SECOND APPLICANT**



**16. MORTGAGE OR CHARGE**

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

**17. DISPUTE RESOLUTION:**

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

**DECLARATION**

The Applicant/s hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/her/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.

**SOLE/ FIRST APPLICANT**

**SECOND APPLICANT**