

APPLICATION FORM

Date :

To,

Eldeco Infrabuild Limited
201-212, 2nd Floor, Splendor Forum,
District Centre, Jasola, New Delhi- 110025
Dear Sir,

I/We, the “Applicant/s” as mentioned in this application, acknowledge, accept, say and declare as follows:

- 1) Eldeco Infrabuild Limited (herein “**Promoter**”) along with other land owners is seized and possessed of 40.83 acres of land situated at Nainital Road, Bareilly, Uttar Pradesh (herein “**Total Land**”).
- 2) The Total Land is approved by Bareilly Development Authority (“**BDA**”) for developing a residential township (herein “**Township**”) which has named by the Promoter as “Eldeco City”. A copy of the approved layout plan of the Township by BDA is annexed herewith as **Schedule I**.
- 3) The Township will be developed in the planned and phased manner and will be consisting of plotted development, independent built-up villas, commercial spaces, independent floors, schools, parks, club, utilities, common services and facilities etc therein. The first phase of the Township is being develop on a portion of land admeasuring 56503.12 sqmt (13.96 acres) by the name of “**Eldeco City Phase I**” (herein “**Phase I**”), which is duly registered with Uttar Pradesh Real Estate Regulatory Authority (“**UPRERA**”) vide registration bearing no. UPRERAPRJ 712792 dated 06.08.2020.
- 4) The Promoter in the second phase is developing land admeasuring 81826.24 sq. meters (20.219 acres) forming part and parcel of Township/Total Land (“**Project Land**”) under the name of Eldeco City Phase II (“**Project**”) which inter alia will include plots, villas, independent floors, commercial spaces, etc. The Project is more particularly depicted in approved layout of the Township annexed herewith as **Schedule II**.
- 5) The Total Land/Project Land is owned by various persons and these persons have entered into a Consortium Agreement & Amendment to Consortium Agreement with the Promoter in respect of the Total Land, whereby the Promoter being a lead member is entitled to develop, market, sell the Township/Project. The details of the Sale deed(s) and Consortium Agreement and Amendment to Consortium Agreement is attached herewith as **Schedule III**.
- 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 UPRERA has granted Registration on _____ vide registration bearing no. **UPRERAPRJ** _____.
- 7) The Promoter has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan of the Phase I/Project/Township. The said approvals are available at site and Head office of the Promoter.
- 8) The Applicant/s vide this application (“**Application**”) applies for booking of a residential plot in the Project as detailed in **Schedule IV** (herein “**Plot**”) along with (i) pro rata right in the common areas (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 at such Basic Price and other charges as specified in **Schedule V** (herein “**Total Price**”).

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- 9) The Applicant/s shall be entitled to use the Common Areas on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of allottees (herein "**Association**"), which will be comprising of all the allottees of the Township.
- 10) The Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule V**. The detailed payment schedule and list of other charges is provided in **Schedule V**.
- 11) The Promoter has informed him/her/them that the Phase I & Project are integral and indivisible part of the Township as such services and facilities viz. road network, water supply, drainage, sewer and sewer treatment, electricity supply systems and other areas and amenities of common use of the Township shall be inter linked with each other.
- 12) The commercial area, school, club and community sites of the Township are not part of the Common Areas and the Promoter shall be entitled to deal with them in a manner it may deem fit and proper at its sole discretion including but not limited to leasing, selling or creating third party rights thereon. It is further clarified that the allottee(s) of residential plots/villas/floors/units in the Project/Township will be entitled to use the facilities of the Club, which is being planned in the Township on such terms and conditions as may be formulated by the Promoter. The Promoter reserves the right as to develop and operationalize the commercial area, school, club and community sites as per its sole discretion.
- 13) The Applicant/s has/have understood his/her/their rights and obligations in relation to the Plot/Township/Project and have signed this Application with full knowledge of all the laws, rules and regulations, notifications, etc. applicable to the Phase I/Project/Township.
- 14) The Applicant/s has/have verified and is/are satisfied with all the title documents and deeds, which entitles the Promoter to allot the Plot on the basis of such terms and conditions as contained herein.
- 15) The Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Schedule VI** (General Terms & Conditions).
- 16) The Applicant shall execute and register the Agreement for Sale in case Plot is allotted to him/her within 15 days from the date of intimation. In case the Applicant fail to execute and register the Agreement for Sale as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequence thereof.
- 17) The Applicant/s has/have chosen to invest in the Plot after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and further confirm that the Plot is suitable for their/his/her requirement and therefore has voluntarily approached the Promoter for allotment of the Plot in the Project.
- 18) The Promoter and/or any of its sister-concerns or affiliates shall not be liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) with respect to the Plot/Project/Phase I/Township and Applicant/s agree not to make any claims/demands on the Promoter and/or any of their sister-concerns or affiliates with respect thereto.
- 19) The Applicant shall inform the Promoter of any future changes related to the information and details in this Application Form.
- 20) The Promoter has informed the Applicant that a portion of the Total Land is a part of a dispute being initiated by a third party claiming himself/itself as owner of that portion and in that litigation no order is passed till date restricting the owner of the said parcel of land as well as the Promoter in any manner whatsoever from developing, marketing, selling the same. The Promoter has also provided details of the aforesaid litigation to the Applicant for his/her/their satisfaction at the time of signing of this Application Form.
- 21) The Applicant has no objection to receiving marketing material, correspondence, calls and SMS from the Promoter.

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DECLARATION

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

Yours faithfully,

(Signature of the Sole/First Applicant)

Name: _____

Date: _____

Place: _____

(Signature of the Second/Joint Applicant)

Name: _____

Date: _____

Place: _____

Note:

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Please (✓) tick wherever applicable
4. Use additional Sheets, if necessary.
5. In case the cheque comprising booking amount is dishonoured due to any reason, the Promoter reserves the right to terminate the booking without giving any notice to the Applicant/s.
6. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization / Notarized copy of Power of Attorney/ Certified copy of Board Resolution.

FOR OFFICE USE ONLY

Date of booking: _____

Dealing executive: _____

Checked / verified by: _____

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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 _____
5.	Gender	:	Male _____ Female _____ Other _____
6.	Nationality	:	
7.	Occupation	:	
8.	IT PAN No. (Mandatory)	:	
9.	Aadhar No. (Optional)	:	
10.	Residential Status [#]	:	Resident Indian _____ Non-Resident Indian (NRI) _____ Person of Indian Origin (PIO) _____ Overseas Citizen of India (OCI) _____
11.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
12.	Email ID	:	_____@_____ I wish to receive all communications including demand letters from the Promoter via email as mentioned hereinabove. I shall inform the Promoter of any change in email id.
13.	Correspondence Address	:	
14.	Permanent Address	:	_____ Tick if same as Correspondence address

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SECOND APPLICANT

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

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

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

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

Bank account details for refund [in case of non-allotment of the Plot 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
APPROVED LAYOUT PLAN OF TOWNSHIP

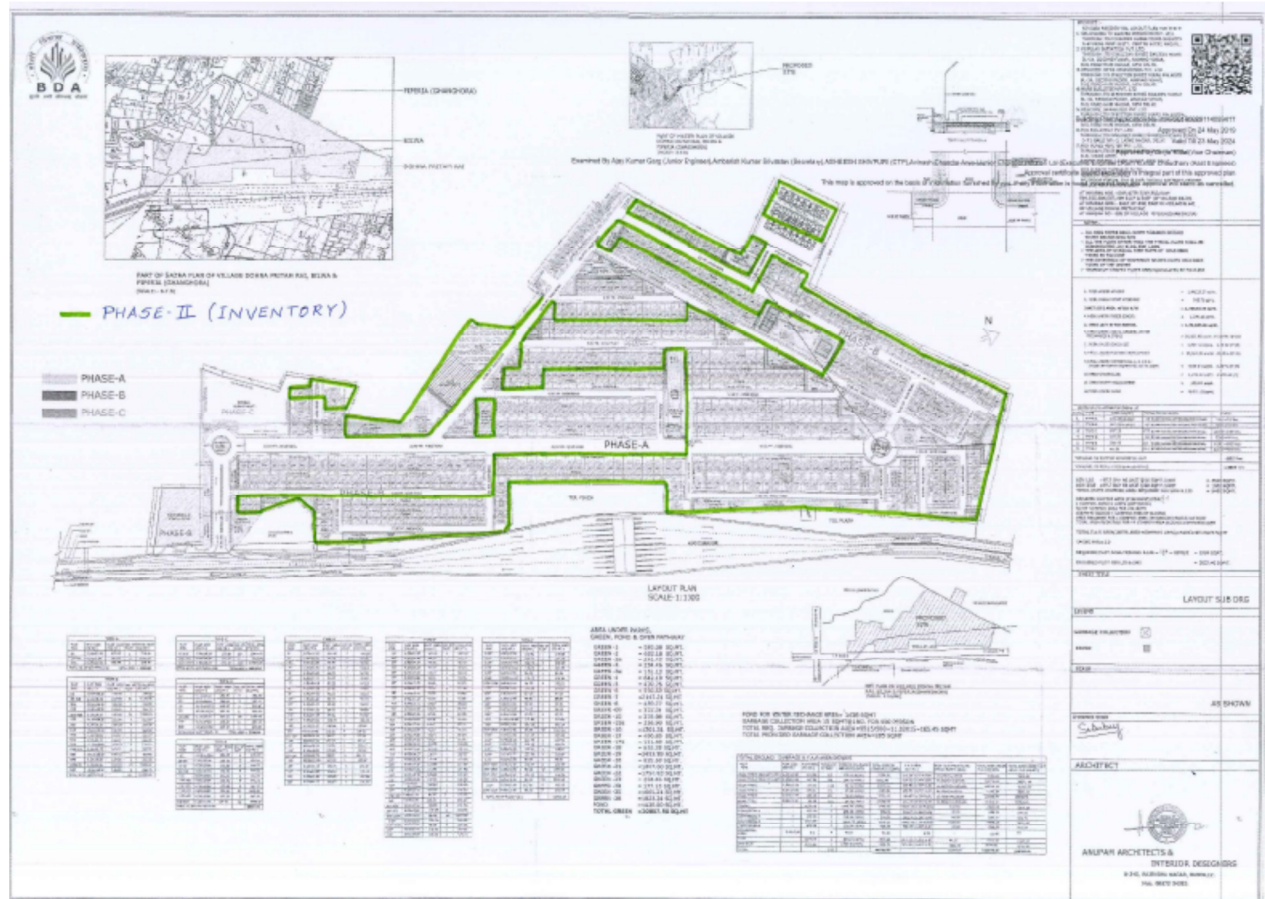
DRAFT

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SCHEDULE -II **LAYOUT PLAN OF TOWNSHIP HIGHLIGHTING THE PROJECT**



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SCHEDULE -III
DETAILS OF SALE DEEDS OF PROJECT LAND

Sr. No.	Purchaser	Reg No.	Reg Date
1.	M/s Banyan Infrcon Pvt. Ltd.	699	21.01.11
2.	M/s Popular Infratech Pvt.Ltd.	11879	25.10.11
3.	M/s Welcome Infra Developers Pvt. Ltd.	11082	25.10.11
4.	Mars Buildtech Pvt. Ltd.	6822	11.06.12
5.	Mars Buildtech Pvt. Ltd.	2484	13.03.12
6.	M/s Welcome Infra build Pvt. Ltd.	9838	31.07.2013
7.	M/s Welcome Infrabuild Pvt. Ltd.	9840	31.07.13
8.	M/s Welcome Infrabuild Pvt. Ltd.	10047	18.07.14
9.	M/s Welcome Infrabuild Pvt. Ltd.	10749	31.07.14
10.	Glaze Real Tech Pvt Ltd	700	10/21/2011
11.	Eldeco Infrabuild Limited	3012	3/12/2020
12.	Mars Builtech Pvt Ltd	8300	8/21/2010
13.	Welcome Infrabuild Pvt Ltd	8457	8/1/2019

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DETAILS OF CONSORTIUM AGREEMENT(s):

Name of Lead member	Name of Consortium Members	Collaboration Agreement Reg. No.	Date of Registration
Eldeco Infrabuild Limited	Banyan Infracon Pvt. Ltd.	186	09.07.2020
	Popular Infratech Pvt. Ltd.		
	Welcome Infra Developers Pvt. Ltd.		
	Welcome Infrabuild Pvt. Ltd.		
	Glaze Realtech Private Limited		
	Mars Buildtech Pvt. Ltd.		
	Rishi vani and Rakesh Kumar Aggarwal		

Details of Addendum to Consortium Agreement :

Name of Lead member	Name of Consortium Members	Date of agreement
Eldeco Infrabuild Limited	Banyan Infracon Pvt. Ltd.	17.08.2020
	Popular Infratech Pvt. Ltd.	
	Welcome Infra Developers Pvt. Ltd.	
	Welcome Infrabuild Pvt. Ltd.	
	Glaze Realtech Private Limited	
	Mars Buildtech Pvt. Ltd.	

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SCHEDULE IV
Details of Plot

1.	Details of the Plot	Plot No.
2.	Plot Area (in sqm)*	
3.	Source of Booking	Direct___ Agent___
4.	Real Estate Agent name (if applicable) and RERA Registration no[#]	N.A.
5.	Scheduled Date of Offer of Possession^{##}	
6.	Payment Schedule	Schedule V
7.	Deposit, outgoings and other charges	Schedule V
8.	Initial token amount / Application Money	Rs. _____
9.	Details of payment of Initial token amount	Cheque no.... dt.....Bank.....
10.	Payments to be made in favour of	Bank Account Name: Bank Name : HDFC Bank Ltd Bank Account No. :- IFSC code :HDFC0000860
11.	Interest for delayed payments	10% p.a.

*Area measurement is approximate and subject to variation.

[#] 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,

^{##}Subject to terms and conditions mentioned in the Agreement for Sale.

Note: in case of electronic transfer of payment, the Applicant/s shall inform the Promoter of the transfer in writing

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SCHEDULE –V

TOTAL PRICE AND PAYMENT SCHEDULE

A. Total Price Payable:

Particulars	Amount (in Rs.)
Basic Price	/-

B. Maintenance related charges/security/other charges to be paid before possession of the Plot

- The indicative maintenance charges are calculated @ **Rs. 9/- per sqyd** per month for Plot. Also, 12 Months Advance Maintenance Charges shall payable in advance at the time of offer of possession of Plot. The Allottee shall also hand over post-dated cheques for maintenance charges for months 13 to 36 to Promoter before possession. The indicative maintenance charges are excluding applicable taxes.
- Please note that the above indicative maintenance charges have been derived on the basis of cost as in **July 2020**. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.
- Interest Free Maintenance Security (IFMS) **Rs. 25000/-** shall be additionally payable.
- Club Membership Fees of Rs. 50,000/- is payable extra for a tenure of 10 years. It is clarified that the membership of the Club is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs and events (collectively the “**Club Facilities**”) offered from time to during the Club’s published hours of operation. Separate charges/fee shall be payable by the Applicant as may be determined by the Promoter/Maintenance Agency for availing the Club Facilities.
- If applicable, Holding Charges @ Rs. 20 /- per sq yds per month of the plot area of Plot and Safeguarding Charges @ Rs. 20/- per sq yds, per month of the plot area of Plot shall be payable.
- **Applicable taxes on all the above charges are to be paid additionally**

C. Payment Schedule

NOTE:

1. In the event of delay in payment of Basic Price/Extra Charges and/or incase the Applicant/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 % p.a. from the date such amounts fall due till realization of payments by the Promoter.
2. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, 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 other amounts shall be payable by the Applicant. The quantum of

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such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicant/s.

3. The Applicant/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, membership fees, legal charges, formation of Association and consultancy retainer fees, etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Conveyance/sale deed etc.
4. 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 Conveyance/Sale Deed of the Plot and Sale Deed of the Common Areas to the Association shall be payable by the Applicant/s.
5. The Applicant/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant.

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SCHEDULE VI

GENERAL TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS PERTAINING TO APPLICATION FORM:

1. ELIGIBILITY FOR APPLICATION

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required) is eligible to apply. Joint application by natural persons is only permitted.
- (ii) The 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, if any.
- (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 own 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.15000/- (Rupees Fifteen 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 requisite permission, if any, from the appropriate authorities for the purchase of the Plot 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.

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/booking 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 to the Promoter along with the Application or thereafter is dishonored for any reasons, then the Promoter shall intimate the Applicant/s/Allottee/s of the dishonor of the Cheque and the Applicant/s/Allottee/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 not to accept the Application and/or cancel the allotment/Agreement for Sale, as the case may be, subject to provisions hereunder. In the event the Applicant/s comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonor of any payment cheque, the Promoter has no obligation to return the original dishonored cheque.

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- (iii) The Applicant/s shall be referred to as “Allottee” when the Plot is allotted by the Promoter and Agreement for Sale is entered between Promoter and Applicant.
- (iv) If any provision of this Application Form is determined to be void or unenforceable under the Act or Rules [Defined hereinafter] or under other applicable laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Application Form and to the extent necessary to conform to Act or the Rules or the applicable laws as the case may be and the remaining provisions of this Application Form shall remain valid and enforceable.

3. WITHDRAWAL OF APPLICATION AND REQUEST FOR CANCELLATION

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

B. GENERAL TERMS AND CONDITIONS PERTAINING TO AGREEMENT FOR SALE (“Agreement”):

DEFINITIONS:

For the purpose of Application, unless the context otherwise requires, -

- (i) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (ii) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority.
- (iii) “**Government**” means the Government of Uttar Pradesh;
- (iv) “**Rules**” means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (v) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development) Act), 2016;
- (vi) “**Section**” means a section of the Act.

1. TERMS

1.1 The Total Price for the Plot is mentioned in the **Schedule V.**

Explanation:

- (i) The Total Price includes the Application Money booking amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Project by whatever name called) up to the date of offer of possession of the Plot to the Allottee.
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/ modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of

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registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot includes recovery of price of land, construction of Common Areas, cost of providing electrical connectivity to the Plot, water line connectivity to the Plot, external development charges, taxes/fees/charges/levies etc. and includes cost for providing all other facilities and amenities as agreed by Promoter to be provided in the Plot.
- (v) The Total Price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of external development charges/development fee/charges/taxes payable to the competent authority and/ or any other increase/new imposition in fee/charges/taxes which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee on account of new imposition/increase in development fee, external development charges cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee/charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (vi) The Allottee/s acknowledge and accepts that Promoter has informed & showed him/her that as per the present understanding received from consultants, GST is not payable on sale of the Plot or on this transaction, and accordingly none is being charged by Promoter. However, if the competent authorities/court in future conclude that GST is payable on sale of the Plot or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the Allottee/s. The Allottee/s further confirms that the Promoter shall have the charge on the Plot in respect of any amount outstanding and payable by the Allottee/s in terms of this Agreement.

1.2 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 % per annum for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.3 The final plot area of the Plot shall be intimated to the Allottee after the completion certificate/part completion certificate of Project is applied for or granted by the competent authority. The Total Price payable for the Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in plot area, then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule V**. If there is an increase in the plot area of Plot the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule-V**.

1.4 Subject to Para below the Promoter agrees and acknowledges that, the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot.

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- (ii) The Allottee shall also have undivided proportionate right to use the Common Areas. Since the right of Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc. of the Township without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas to the Association/Local authorities after duly obtaining the completion certificate from the competent authority or as provided in the applicable laws.
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his/her/their Plot.

1.5 The Project is an independent, self- contained Project but at the same it forms part of a Township and its roads and trunk services [water line/sewer line/sewerage treatment plant/electric system] are linked/combined with the trunk services of Phase I/Township for the purpose of integration of infrastructure. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of all the allottee/s of the Township.

1.6 The Promoter agrees to pay all outstanding payments related to the Plot before offering the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outstanding collected by it from the allottees or any liabilities, mortgage loan and interest thereon before transferring the Plot to the allottees, the Promoter agrees to be liable, even after the transfer of the Plot to pay such outstanding and penal charges, if any, to the Authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.7 The Allottee has paid an Advance Money/booking amount being part payment towards the Total Price of the Plot the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan(**Schedule V**) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate mentioned in Schedule V.

2 **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule V) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **"Eldeco Infrabuild Limited"**.

3 **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under 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

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other applicable law. In the event of any failure on the part of Allottee to comply with the applicable guidelines issued by the Reserve Bank of India, then 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.

- 3.2 The Promoter shall not be liable in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Plot in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
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 offer of possession of the Plot to the Allottee and the Common Areas to the Association or to the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction/development by the Promoter as per the Agreement.
6. **DEVELOPMENT OF THE PROJECT:** The Allottee has seen the approved layout plan, amenities and facilities of the Project/Phase I/Township where the Plot is located and has accepted the payment plan. The Promoter shall develop the Project in accordance with the approved layout plan. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such layout plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the BDA and shall not have an option to make any variation/alteration/modification in such layout plan, other than in the manner provided under the Act/Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
7. **POSSESSION OF THE PLOT:**
- 7.1. **Schedule for possession of the Plot:** The Promoter agrees and understands that timely offer of possession of the Plot to the Allottee and the Common Areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Plot on the agreed date, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity affecting the regular development of the real estate Project or reasons beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer of possession of the Plot. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire

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amount received by the Promoter. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement. As the Township is to be developed in phases, it will be the duty of the Promoter handover the common areas and facilities of all phases to the Association once all phases of the Township are completed. The Promoter shall not charge more than the normal maintenance charges from the allottee/s.

7.2. PROCEDURE FOR TAKING POSSESSION:

The Promoter upon completion of the 'ready to move in' (*defined hereinafter*) Plot or upon applying/obtaining the completion/part completion certificate of the Project from the competent authority, whichever earlier, shall offer the possession of the Plot to the Allottee in writing in terms of the Agreement. The Plot is to be taken by the Allottee within 30 days of offer of possession. The term 'ready to move in' shall mean that the Plot (i) having Internal roads connecting the Plot to the public road, (ii) Sewer line connecting the Plot, (iv) Water supply line connecting the Plot, (v) Provision of the Electricity line and (vi) Storm water drains outside the Plot. Provided that, the conveyance/sale deed in favour of the Allottee shall be carried out by the Promoter before handing over the physical possession of the Plot and after payment of all dues/charges by the Allottee in term of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 60 days from the date of offer of possession of Plot or from the date of physical possession whichever is earlier.

7.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION: Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary conveyance/sale deed, indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter, Holding charges and Safeguarding charges as mentioned in Schedule V for the period beyond 60 days till actual date of possession of Plot in addition to maintenance charges as specified in Para 7.2. The term "Holding charges" mean the administrative cost incurred by the Promoter to hold the Plot, if the Allottee fails to possession of the Plot in terms of this Agreement and the term "Safeguarding charges" means the cost incurred to guard the Plot against encroachments/trespassing by the third party(ies), in case Allottee fails to take possession of the Plot in terms of this Agreement.

7.4 POSSESSION BY THE ALLOTTEE: After handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the applicable law.

7.5 CANCELLATION BY ALLOTTEE: The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act. Provided that where the Allottee(s), proposes to cancel/withdraw his/her/their Plot without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Basic Price paid for the allotment as well as 'Non-Refundable Amount'. Non Refundable Amount shall mean (i)Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and

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(iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) administrative charges as per Promoter policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

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

7.6 COMPENSATION: The Promoter shall compensate the Allottee in case of any loss caused to him/her/their due to defective title of the land, on which the Project is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure Events, Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter and non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Plot for Residential usage.

- (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand by the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the Plot for Residential usage,

Provided that if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs 50/- per sq yds of area of the Plot per month, till the offer of the possession of the Plot. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

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

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8 EVENTS OF DEFAULTS AND CONSEQUENCES:

8.1 Subject to the Force Majeure clauses, default caused by non-compliance of the Agreement by the Allottee, the Promoter shall be considered under a condition of default, in the following events.

- (i) Promoter fails to offer possession of the 'ready to move in' (defined in para 7.2 above) Plot to the Allottee within the time period specified in Para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.

8.2 (i) In case of default by Promoter under the conditions listed 8.1(i) above a non-defaulting Allottee is entitled to stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only thereafter the Allottee will be required to make the next payment for the applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only incase Promoter fails to offer possession of Plot even after lapse of 6 months from the time period as specified in Schedule VI.

(ii) In case of default by Promoter under the conditions listed 8.1(ii) above a non-defaulting Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of Plot;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation for every month of delay till offering possession of the Plot which shall paid by the Promoter to the Allottee within 45 days of it becoming due.

8.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule V), despite having been issued notice in that regard, the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate of 10 % p.a.
- (ii) The Allottee commit/s any default and/ or breach of the terms and conditions of this Agreement.
- (iii) In case of default by Allottee under the condition listed above continuous for a period beyond 2(two) consecutive months despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and refund the money paid to it by the Allottee after deducting the booking amount as well as Non Refundable Amount (defined in para 7.5 above) out of the sale proceeds, when realized from the re-allotment of the Plot. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

9 TRANSFER/CONVEYANCE OF THE PLOT:

- (i) Subject to the terms of the Agreement and norms of BDA and subject to the Allottee clearing all dues including interest, taxes, levies, etc. if any, at any time prior to the execution of the Sale/Conveyance Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her/their transferee or nominee substituted in his/her/their 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

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BDA, if any, in this regard. Such transfer/substitution/nomination shall be permitted only upon payment of administrative charges & transfer charges (taxes extra) as per the prevailing policy of the Promoter in this regard and upon the Allottee providing necessary documents for transfer/substitution/nomination as per the policy/guidelines of the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) charges, fee, etc. if any imposed/levied/charged by BDA/Association or any other authority on such transfer/substitution/nomination shall be paid by the Allottee/third party transferee.

- (ii) At any time after execution of Agreement to sale/allotment of the Plot, administrative fees of Rs. 25,000/- (Rupees Twenty-Five Thousand only) [taxes extra] plus prevailing transfer charges as per prevailing policy of the Promoter shall be payable in case such nomination/transfer is in favour of the spouse or child, parents or brother or sister of the either Allottee. The cost/fee/charges/duty for execution/registration of such documents to affect such transfer post approval of the Promoter shall be borne and payable by the Allottee. However, for such transfer, the permission from both the Joint Allottee is mandatory.
- (iii) The Promoter, on receipt of Total Price of the Plot as per para 1.1 from the Allottee and other charges including maintenance as per Schedule V, shall execute a sale/conveyance Deed and convey the title of the Plot within 3 months from the date of issuance/application of the completion/part completion certificate of Project.
- (iv) The Allottee shall also be liable to pay to BDA or any other authority the fees/charges, if imposed on account of failure to get the sale/conveyance deed registered.

However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sale/conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

10 MAINTAINANCE OF THE PLOT/ PROJECT:

- (i) Upon payment of Common Area Maintenance (CAM) charges, the Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association or local authority, as the case may. The tentative cost of such maintenance has been mentioned in Schedule V. The Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the allottees of the Township. The Association shall be required to take over the maintenance and management of common areas and common assets of the Township as per the Act. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.
- (ii) The Allottee agrees to join an association of allottee/s of the Township for maintenance and management of common areas and common facilities of the Township and accordingly shall pay maintenance charges. For the purposes of avoidance of doubt, it is clarified that the such maintenance charges shall commence on expiry of 60 (sixty) days from the date of written offer of possession of Plot, regardless of whether the Allottee has taken such possession or not.

- 11 DEFECT LIABILITY:** It is agreed that in case any defect in workmanship, quality or provision of service or any other obligations of Promoter as per the agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer possession of Plot, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoters failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as

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provided under the Act. The Promoter shall not be liable to rectify any defects attributable to the negligence by the Allottee and/or other allottee/s.

- 12 **RIGHT TO ENTER THE PLOT FOR REPAIRS:** The Promoter/ maintenance agency/ Association/Competent Authority shall have rights to enter into Plot, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.
- 13 **USAGE:** The service areas, if any, as located within the Project/Township shall be earmarked for purposes such as services including but not limited to electric substation, transformer, water tanks, pump rooms, maintenance and service rooms, firefighting equipment(s), etc. and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas and in any manner whatsoever other than those earmarked and the said service areas shall be reserved for use by the Promoter for rendering maintenance services.
- 14 **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:**
- (i) The Allottee after taking possession shall be solely responsible to maintain the Plot as well as construction thereon at his/her/their own cost and expenses, and shall not do anything which may be in violation of any laws or rules of any authorities.
 - (ii) The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material, etc. on the face and facade of building to be constructed on the Plot or anywhere on the exterior of the Township/Project or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot and/or in the building to be constructed on the Plot.
 - (iii) The Allottee shall have to directly take individual connection for his/her/their Plot and building to be constructed thereon from the electricity distribution company at its own cost and expenses. The Promoter is not under obligation to provide electrical connection to the Plot, however, if the electrical connection is facilitated by the Promoter, then the proportionate cost/expenses of such facilitation shall be borne and payable by the Allottee.
 - (iv) The Allottee shall have no right and interest in the community sites, schools/ commercial area/space, club, etc. of the Township/Project and the Promoter shall have sole right and absolute discretion to sell/transfer/mortgage, decide the usage, manner and method of disposal of the same on such terms and conditions, as it may deem fit and proper
 - (v) The Allottee under no circumstances shall install DG/any other equipment in the Common Areas of the Project/Township. The Allottee shall make at his/her/their cost and expenses own arrangement for power back up to the Plot and building to be constructed thereon.
 - (vi) The Allottee shall alone be liable for the safety, security /insurance of his/her/their goods and belonging in Plot as well as building to be constructed on the Plot at his/her/their own cost and expenses and in no manner Promoter of Maintenance Agency shall be responsible in this regard.
 - (vii) The Allottee agrees and understands that the allotment of the Plot is on 'as is where is' basis including its levels. However, the level of Plot shall not be more than 2 ft. below the abutting road. In case the level of the Plot is lower than the specified 2 ft. then the Promoter shall reimburse the equivalent amount of cost of earth filing to the Allottee/or the Promoter shall undertake earth filing level upto 2 ft below the abutting road. Beyond the specified 2 ft. level, it shall be the responsibility of the Allottee to do the earth filing at his/her own cost and expenses.
 - (viii) The Allottee agrees and understands that any requirement as to the provision of rain water harvesting system as per the applicable norms on the Plot shall be complied by the Allottee on its/her/his own cost without casting any liability on the Promoter.

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- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions anywhere in the Project/Township after the layout plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act/applicable laws. The Promoter shall have right to add further land parcels (“Additional Area”) contiguous to the Township/Phase I/Project as per the applicable norms/applicable laws/Act. It is clarified that the trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc. of the Additional Area shall be integrated and interlinked with trunk services of the Township/Phase I/Project. The Allottee/s acknowledge and accept the aforesaid integration of the Additional Area with the Township as well as integration of its trunk services and further consent not to raise any dispute/claim/objection in this regard in any manner, whatsoever.
- 16 **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
- The Allottee acknowledges that the Project Land and the receivables therefrom is mortgaged in favour of HDFC Limited for the purpose of raising finance.
- After the Promoter execute the Agreement, it shall not mortgage or create a charge on the Plot and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of Allottee who has taken or agreed to take such Plot. The Promoter may raise finance for construction or otherwise by mortgaging the unallotted plots/villas/commercial area/community site/saleable area in the Project and receivables therefrom.
- 17 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO:** Wherever in the application/allotment, it is stipulated that the Allottee has to make any payment in common with other allottee(s) in Project/Township, the same shall be derived and determined on the basis of the plot area of the Plot.
- 18 **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.
- 19 **BINDING EFFECT:** Forwarding the Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers the Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the Allottee and secondly, the Allottee appears for registration of the same before the concerned Sub Registrar, Bareilly as and when intimated by the Promoter.
- 20 **DISPUTE RESOLUTIONS:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

I/We have read through the Application Form and General Terms & Conditions for allotment of the Plot and declare to have complete understanding of the same. I/We accept the same and agree to be

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bound therewith. I/We have sought detailed explanations and clarifications from Promoter and the Promoter has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Promoter, I/we have now signed this Application Form and paid the monies thereof, fully conscious of my/our liabilities and obligations including forfeiture of money as may be imposed upon me/us.

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