

**APPLICATION FORM**

Date:

To,  
**ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED**  
 Shop No. S-16, Second Floor,  
 Eldeco Station 1, Site No. 1,  
 Sector 12, Faridabad, Haryana – 121007

Dear Sir,

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

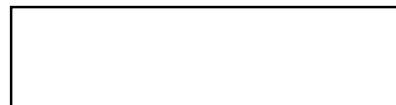
- 1) The Applicant/s is aware that M/s. Eldeco Infrastructure and Properties Limited (hereinafter referred to as “**Developer**”) is seized and possessed of 58330.65 square meters of land bearing Plot No. GH 003, Sector 119, Noida, Distt Gautam Budh Nagar, Uttar Pradesh, (hereinafter referred to as “**Total Land**”).
- 2) The Developer has informed the Applicant/s that New Okhla Industrial Development Authority (herein “**NOIDA**”) has demised the Total Land, on a lease for a period of 90 years commencing from May 9, 2007 in favour of the Developer as lessee thereof, by and under Lease Deed dated May 9, 2007 registered at the office of the Sub-Registrar (I) Noida vide Book No – 1, having Serial Number 1562, Jild No. 983 at pages 67 to 124 development of a group housing thereon.
- 3) The Applicant/s is aware that The Total Land is being developed under the name and style of “**Eldeco Aamantran**”(herein “**Complex**”)in the planned and phased manner as per approved layout plan & building plan, which inter – alia includes apartments (residential & commercial), Club, parks, utilities and other Common Areas And Facilities (defined hereinafter).
- 4) The Applicant/s is aware that the Developer has already developed a portion of the Complex under the name of ‘**Eldeco Swagatam**’ comprising of 449 residential units, ‘**Eldeco Magnolia Park**’ comprising of 210 residential units and a club forming part and parcel of Total Land.
- 5) The Applicant/s is aware that the Developer on the land admeasuring 22229 sq mtrs, (herein “**Project Land**”) forming part and parcel of Total Land developing two project more particularly demarcated in the plan annexed hereto in **Annexure B** by the name of :
  - a. “**Eldeco Inspire**” comprising of 4 Towers and 400residential units and
  - b. “**Eldeco Edge**” comprising of 1 Tower and 198 residential units and 16 commercial units

It is clarified that “**Eldeco Inspire**” and “**Eldeco Edge**” are integrated part of the Complex and hereinafter jointly referred as ‘**Project**’.

- 6) The Developer has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on 28.07.2017 vide registration bearing no. UPRERAPRJ1916.
- 7) The Applicant/s have demanded from the Developer and the Developer has given inspection to them 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 said Unit (defined hereinafter). The list of such approvals, permissions are listed out in **Annexure C**. The said Approvals are available on [www.up-rera.in](http://www.up-rera.in).

- 8) The Applicant/s has vide this application dated ("Application") hereby applies for booking of a unit in the Project (hereinafter referred to as "said Unit") for such Total Sale Consideration as specified in **Annexure D**, specifications whereof have been set out in **Annexure E**.
- 9) The Applicant acknowledge and understand that the Promoter has informed him/her that the 'Eldeco Swagatam', 'Eldeco Magnolia Park' and Project are integral part of the Complex as such their services and facilities viz water supply, drainage, sewer and sewer treatment, electricity supply systems etc are inter linked with each other.
- 10) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Developer to allot the said Unit to the Applicant/s on the basis of such terms and conditions as contained herein.
- 11) At the time of submitting and executing this booking Application by the Applicant/s to the Developer, the Developer has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments. The detailed payment schedule and list of other charges is provided in **Annexure D**.
- 12) By signing this Application, the Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Annexure F** (General terms & conditions).
- 13) The Applicant/s confirms that they have chosen to invest in the said Unit after exploring all other options of similar properties available with other developers/ promoters and available in re-sale in the vast and competitive market in the vicinity and further confirm that the said Unit is suitable for their requirement and therefore has voluntarily approached the Developer for allotment of the said Unit in the Project.
- 14) The Applicant agrees and undertakes that he shall not hold the Developer 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 Developer and/ or any of their sister concerns or affiliates with respect thereto.
- 15) The Applicant 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 Developer of any future changes related to the information and details in this Application.
- 16) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Developer.



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

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

Sr. no.	COMPANY AS AN APPLICANT	
1.	Name of Company Public/Private/Limited/Listed	:
2.	Date of incorporation	:
3.	Correspondence Address	:
4.	Registered Address	:
		Tick if same as correspondence address
5.	Name of the authorised contact person	:
6.	Phone	:
	Fax	:
7.	Email	:
		_____@_____
		I wish to receive all communications including demand letters from the Developer via email as mentioned hereinabove. I shall inform the Developer of any change in email id.
8.	Company 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 Developer to the Applicant whose name appears first and at the address as given in the Application which shall for all intents and purposes be considered as properly served on all the Applicant/s.

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

**Bank account details for refund [in case of non-allotment of the said Unit or any other reason] Name of account holder: \_\_\_\_\_**

**Bank account number: \_\_\_\_\_ Bank name: \_\_\_\_\_ Branch location: \_\_\_\_\_  
City: \_\_\_\_\_ MICR Code: \_\_\_\_\_ IFSC Code: \_\_\_\_\_**

## ANNEXURE -A

<b>Details of the said Unit</b>	<b>Unit No.</b>	
<b>Building Name / Number</b>		
<b>Carpet Area of the said Unit<sup>1</sup> (in sq. mtr and sq. ft)</b>		
<b>Exclusive Balcony / Verandah Area<sup>2</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
<b>Exclusive Open Terrace Area<sup>3</sup> (in sq. mtr and sq. ft) [if applicable]</b>		
<b>Car Parking Space (if allocated)</b>	Location	Number
<b>Source of Booking</b>	Direct Channel Partner Sub Source:	
<b>Real Estate Agent name (if applicable) and RERA Registration no<sup>#</sup></b>	a) Name of Entity:- _____ b) Seal _____ c) RERA Registration Number _____	
<b>Date of offer of Possession<sup>##</sup></b>		
<b>Payment Schedule</b>	Annexure E	
<b>Deposit, outgoings and other charges</b>	Annexure E	
<b>Details of payment of Initial token amount</b>		

\*Area measurement is approximate and subject to variation.

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

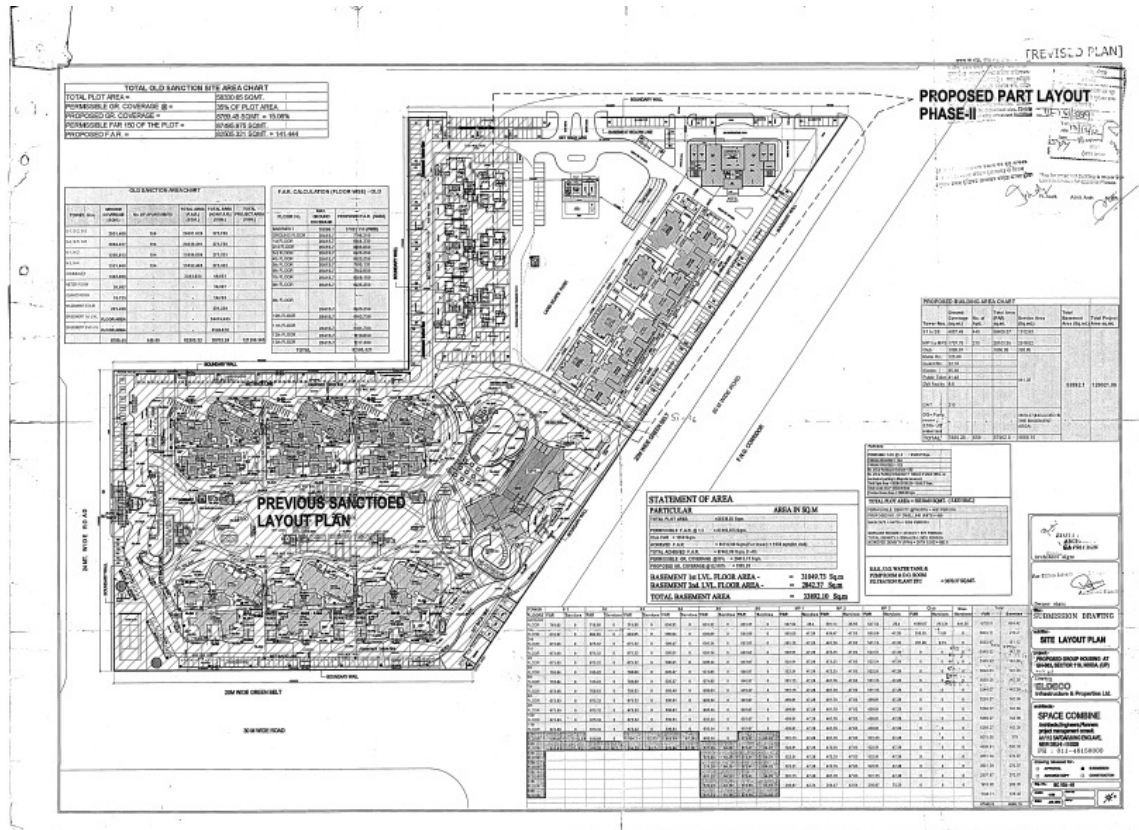
<sup>2</sup>"Exclusive Balcony / Verandah Area" means the area of the balcony or verandah (including the area of the wall of the balcony/verandah area), as the case may be, which is appurtenant to the net usable floor area of Unit, meant for the exclusive use of the Applicant/s .

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

<sup>##</sup> Subject to terms and condition mentioned in this Application.

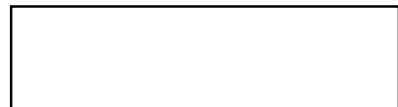
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**ANNEXURE C****List of Permissions and Approvals**

<b>Sr. No.</b>	<b>List of approvals</b>	<b>Date</b>
1.	Approval of Building Plans from Noida	13.12.2012
2.	Fire Scheme Approval	30.11.2012
3.	Environment Clearance	07.10.2013
4.	NOC for height clearance from Airport Authority of India	02.02.2015
5.	RERA Registration Number	Registration no. UPRERAPRJ1916





**ANNEXURE D**  
**TOTAL SALE CONSIDERATION AND PAYMENT SCHEDULE**

**Total Sale Consideration Payable**

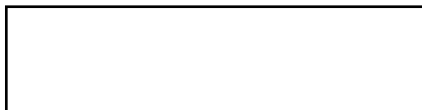
Particulars	Amount (in Rs.)
Total Basic Amount (A)	
Club Development Charges	
External Electrification Charges	
Fire Fighting Equipment Charges	
Power Backup Installation Cost	
Cost of Additional Car Parking Space ( if opted)	
Car Parking No.	
Other/Miscellaneous charges	
Total Other/Extra Charges (B)	
Total Sale Consideration Payable (A+B)	

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

- Interest Free Maintenance Security (IFMS) @ Rs. 30 per sq. ft./p.m. of Carpet Area of said Unit
- 12 Months indicative Advance Maintenance Charges@ Rs. .... per sq. ft./p.m. of Carpet Area of said Unit alongwith 24 Post dated cheques/ACH (for month 13 to month 36). 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 said Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes.
- In addition to above, Holding charges @ Rs 15/- per sq ft. per month of Carpet Area of said Unit (if applicable).

**Lease Rent**

- The Developer has paid to NOIDA the Lease Premium and other payments in terms of the provisions of the Lease deed dated 09.05.2007 executed between NOIDA and the Company. The total estimated lease rent on the said Unit would be Rs. 122/- per sq. ft. of carpet area of the said Unit.
- However, if at any time NOIDA, pursuant to a court order or any reason whatsoever, demands an enhancement in the Lease Premium and/or under any other head, the Allottee/s agrees to pay the same in proportion of the super area of the said Unit to the total carpet area of the Complex.



**Payment Schedule**

- ☐ Construction Linked Payment Plan
- ☐ Special Payment Plan
- ☐ Subvention Payment Plan

<b>PAYMENT PLAN</b>			
<b>Construction Linked Payment Plan (CLP)</b>			
<b>IN1 &amp; IN2</b>		<b>IN3 &amp; IN4</b>	
At the time of Booking	10%	At the time of Booking	10%
With in 45 days of Booking	10%	With in 45 days of Booking	10%
With in 90 days of Booking	25%	With in 90 days of Booking	25%
On Completion of External Plaster	25%	On Completion of tower Brick Work	20%
On Completion of Internal flooring	25%	On Completion of External Plaster	20%
On offer of Possession	5%	On Completion of Internal flooring	10%
		On offer of Possession	5%
<b>Subvention Payment Plan</b>			
<b>IN1 &amp; IN2</b>		<b>IN3 &amp; IN4</b>	
At the time of Booking	10%	At the time of Booking	10%
With in 60 days of Booking	30%	With in 60 days of Booking	30%
On Completion of External Plaster	30%	On Completion of Structure	30%
On Completion of Internal flooring	20%	On Completion of External Plaster	20%
At the time of offer of Possession	10%	At the time of offer of Possession	10%

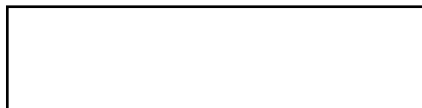
**Eldeco Edge:**

<b>PAYMENT PLAN</b>			
<b>Construction Linked Payment Plan</b>		<b>Subvention</b>	
At the time of Booking	10%	At the time of Booking	10%
With in 45 days of Allotment	10%	Within 2 Months from the date of Booking	30%
With in 90 days of Allotment	20%	On Completion of structure	25%
On Completion of structure	20%	On Completion of External Plaster	25%
On Completion of Brick work	20%	On offer of Possession	10%
On Completion of Internal Flooring	10%		
On Completion of External Plaster	5%		
On offer of Possession	5%		

<b>Payment Schedule</b>	
<b>Initial token amount / Application Money</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
<b>Holding Charges of the said Unit</b>	@ Rs 15/- per sq ft. per month of Carpet Area, if applicable

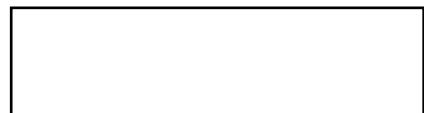
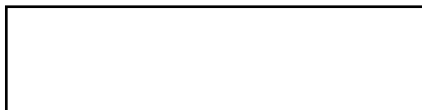
**NOTE :**

- Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Developer.
- In the event the Applicant approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum from the date such amounts fall due till realization of payments by the Developer.
- The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to service tax, TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, external development charges, infrastructure development charges (like



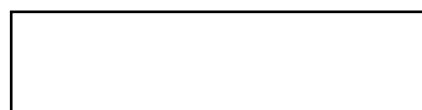
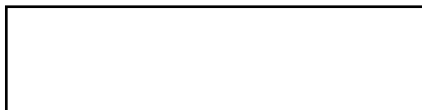
water, electricity and sewerage connection charges and all deposits payable to the concerned authorities) and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the said Unit/Project and/or the transaction contemplated herein and/or in respect of the Cost of Property and/or the other amounts shall be payable by the Applicant. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Developer shall be binding on the Applicant.

4. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Company for the execution and registration of the Agreement for sub-lease and Sub-lease Deed of the said Unit to Allottee/s and Sub-lease Deed of the common areas to Association, shall be payable by the Applicant.
5. The Applicant shall pay interest/ penalty/ loss that may be incurred by the Developer on account of the Applicant 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 demand by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant.



**ANNEXURE E**  
**SPECIFICATIONS FOR THE UNIT\***

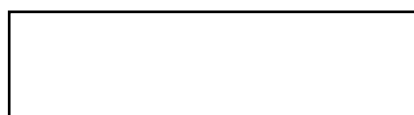
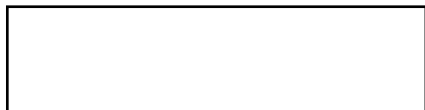
<b>Finishes</b>	
External Wall Finish	Texture paint (Asian, Nerolac, Acro, Unitile or equivalent)
Internal Wall Finish	Oil Bound Distemper (OBD) on walls and ceiling
Internal plaster	Cement plaster /Gypsum plaster on Walls& Ceiling
Bedroom and Living Room Flooring	Vitrified tiles
Internal doors	Hard wood door frame with flush shutter in teak finish/ paint /skin or Skin Moulded doors in enamel Paint
External doors/windows	Powder Coated/Anodized Aluminum/UPVC with glazing.
Hardware	Handles and fittings (Ipsa, Door G or equivalent)
Electrical	modular switches and sockets, copper wiring. ( Fittings like fans, geysers, ACs, light fixtures, appliances etc. not provided ) Brands: ABB, Anchor, Philips or equivalent
<b>Kitchen</b>	
Walls	2 feet dado in Ceramic tiles above counter and rest Oil Bound Distemper (OBD)
Flooring	Ceramic/Vitrified tiles
Counter	Granite or equivalent counter without woodwork
Fittings and Fixtures	C.P. Fittings (Cera, Jaguar, Rybo or equivalent), Single bowl sink with drain board of stainless steel (Imagine, Lotus, Amro or equivalent)
<b>Toilet</b>	
Walls	Ceramic tiles up to 7 feet
Flooring	Ceramic tiles
Ceiling	False ceiling
Fittings & Fixtures	C.P. Fittings (Cera/Jaguar or equivalent ), English type WC and wash basin in white shade (Cera/Jaguar/Vermora/Somany/ Hindustan or equivalent)
<b>Balcony/verandah</b>	
Flooring	Ceramic tiles
Ceiling and Walls	Texture/External paint
Railing	M S Railing
<b>Common Staircase &amp;Corridor</b>	
Corridors/ Lobby – flooring	Tiles/ Kota Stone



Corridors/ Lobby/ Ceiling& Walls	Oil Bound Distemper (OBD)
Main & Fire Staircase	Tiles/ Kota Stone
Railing	M S Railing
<b>Structure</b>	
Structure	RCC frame structure

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 Developer, 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.*



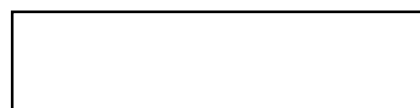
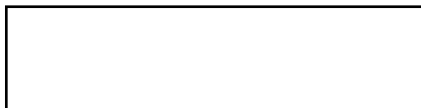
## ANNEXURE F

### GENERAL TERMS AND CONDITIONS

#### DEFINITIONS

In this Application, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein –

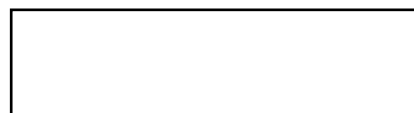
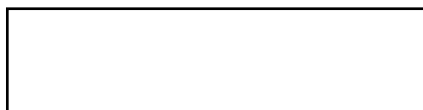
Defined Term	Definition
<b>Act</b>	means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
<b>Agreement</b>	Shall mean Agreement for sub-lease of the said Unit
<b>Apartment Ownership Act</b>	shall collectively mean and refer to The Uttar Pradesh Apartment (Promotion of Construction, Ownership 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 this Application 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 Complex/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 Developer to the broker in case the booking is made by the Buyer through a broker and (iii) any taxes paid by Developer to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement for Sub-Lease/allotment of said Unit, if such Agreement is registered and (v) subvention cost (if the Buyer has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank (vi) administrative charges as per company policy; (vii) any other taxes, charges and fees payable by the Developer to the government authorities included but not restricted to the Pass Through Charges.
<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 Complex / Project.
<b>Common Areas and Facilities</b>	such areas and facilities in the Complex which are meant for common use, enjoyment and access of the allottee(s) at the Complex/ Project but excludes areas therein which are to be reserved / restricted for any other allottee / right-holder at the Complex or otherwise transferable by the



	Developer to third parties.
<b>Cost of Property</b>	shall mean the amount mentioned in <b>Annexure D</b> .
<b>Final Finishing</b>	shall mean final coat of the paint of the said Unit, installation of toilets fixtures and fittings, door handles and final cleaning of the said Unit
<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, land under construction tax, krishi kalyan cess, swachh bharat 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
<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.

## 1. ELIGIBILITY FOR APPLICATION

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required to be eligible to apply). Joint application by natural persons are only permitted.
- (ii) Applicant/s is/are required to keep the Developer promptly informed of any changes of his/her/their residence status in writing supported by necessary document. The Applicant/s have to provide his/her / their/its e-mail Id and contact number to the customer care team of the Developer with reference of customer ID mentioned in this Application.
- (iii) The Applicant/s, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA) and The Foreign Exchange Management (Acquisition and Transfer of Immovable Property in India) Regulations, 2000 and/or all other statutory provisions as laid down and notified by the Government or concerned statutory authorities from time to time, including those pertaining to remittance of payment/s for acquisitions of immovable property in India. In case of NRI, PIO and OCI, refunds if any, shall, be made in Indian Rupees and the necessary permissions shall be obtained by such NRI or PIO or OCI at their costs. In case any such permission is refused or subsequently found lacking by any statutory authority, the amount paid towards booking and further consideration will be returned without interest by the Developer



(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 issuance of the allotment letter and Developer will not be liable in any manner on such account.

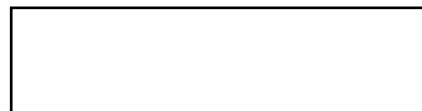
- (iv) The Applicant/s shall be solely responsible to obtain any requisite permission, if any, from the appropriate authorities for the purchase of the said Unit and the Developer shall not be responsible for the same. The Applicant/s shall keep the Developer informed about the status of the requisite 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 Developer as per rules without interest. Further, the allotment shall stand cancelled forthwith and the Developer will not be liable in any manner on such account. The Applicant/s shall cease to have any right, title and / or interest in the said Unit.

## **2. APPLICATION FOR ALLOTMENT**

- (i) The Applicant/s has/ have applied to be registered, on the terms and conditions as agreed and set forth herein, for allotment of said Unit in the Project to be developed on the Total Land by the Developer.
- (ii) The term Applicant/s shall mean and include his/ her/ their/ heirs, executors, administrators, successors and legal representatives.
- (iii) The Applicant/s hereby undertakes that he/she/it shall abide by all the laws, rules and regulations and terms and conditions of the concerned authorities and/or of the State Government, the Local Bodies and/or other authorities applicable to the said Total Land and/ or the Project.

## **3. APPLICATION PROCEDURE**

- (i) The completed Application shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favour of such account alongwith the amount of Application Money as shown in Annexure D. The payment from NRI/PIO shall be received either by RTGS or NRE/NRI/NRO account cheque only.
- (ii) If any of the cheque(s) submitted by the Applicant/s to the Developer is dishonoured for any reasons, then the Developer shall intimate the Applicant/s of the dishonour of the cheque and the Applicant/s would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Developer of all the amounts including the dishonour charges of Rs. 5000/- (Rupees Five Thousand only)( for each dis-honour). In the event of dishonor of any payment cheque the Developer has no obligation to return the original dishonored cheque.
- (iii) The Developer shall not accept payment by cash and/ or deposit of cash in the designated account of the Developer and such payment shall not be accepted and continue to appear as outstanding against the said Unit. The Developer shall accept payments towards Cost of Property from the account(s) of the Applicant/s and/ or Joint Applicant/s only. If any payments of installments are made by any third party by or on behalf of the Applicant/s, the Developer shall not be responsible towards any such third party and such third party shall not have any right in said Unit. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant/s account only, the exception being DDs/banker's cheque received from the mortgagor bank of the Applicant/s .
- (iv) The Applicant/s is aware that the Applicant/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
- (v) The allotment shall be done as per the procedure of the Developer. The Applicant/s shall be referred to as "Allottee(s)/Buyer(s)" when the said Unit is allotted by the Developer.



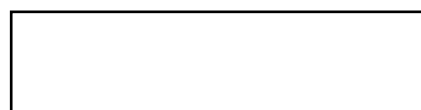
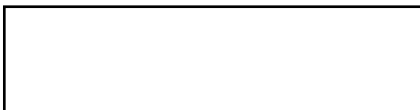


#### 4. WITHDRAWAL OF APPLICATION AND CANCELLATION

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

#### 5. TERMS

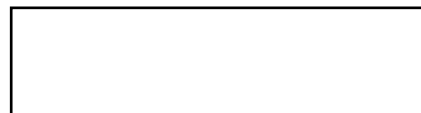
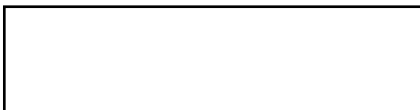
- (i) The Total Sale Consideration for the said Unit ("**Cost of Property**"), other charges, payable by the Buyer for transfer of the said Unit in its favour and token amount/application money paid by the Buyer at the time of signing of the Application are mentioned in **Annexure D** hereto. The Cost of Property shall be paid by the Buyer to the Developer in the manner specified in 'Schedule of Payments' set out in Annexure D.
- (ii) The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Buyer by discounting such early payments at a rate suitable to the Developer 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 Buyer by the Developer, provided the Buyer complies with the terms of the Application/Agreement.
- (iii) The Buyer shall be liable to make payment of the amount/installment as per the payment plan set out in **Annexure D**. The Buyer shall be obligated to pay the installments by the due dates as mentioned in aforesaid Schedule. In case the Buyer delays in making payment of any amount/installment then interest @ 10% p.a. or such higher rate as may be prescribed under Act/ Rules shall be charged for the period of delay.
- (iv) The Parties agree that 10% of the Cost of Property shall be construed as earnest money under this Application ("**Earnest Money/ Booking Amount**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Buyer under this Application.
- (v) The Cost of Property is escalation-free, save and except the charges which the Buyer agrees to pay and stated herein, escalations/increases/impositions due to increase carpet area of the said Unit, increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/ local bodies/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ local bodies/Government, any enhanced compensation payable to erstwhile land owners under the land acquisition proceedings and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- (vi) The Developer has made it specifically clear to the Buyer, that the computation of the Cost of Property as per **Annexure D** does not include (i) goods and services tax, land under construction tax, property tax, local body tax, or other taxes, which are leviable or become leviable under the provisions of the Applicable Laws or any amendments thereto pertaining or relating to the sale of said Unit (ii) cost of running, maintenance and operation of Common Areas and Facilities; or (iii) for any rights and interest over the commercial apartments/units, & kiosks; or (iv) for any rights over areas reserved/ restricted for any other allottee/ right-holder at the Project/Complex; or (v) for any rights over areas to be transferred by the Developer to third parties as per Applicable Laws. The Buyer has agreed, understood and satisfied himself/herself about the same, and shall be liable to pay the common expenses for running, maintenance and operation of the Common Areas and Facilities as determined by the Developer, till such time the Common Areas and Facilities are transferred to the Association ( defined hereinafter).



- (vii) The Developer has made it specifically clear to the Buyer that in the Cost of the Property, the charges for individual electricity connection/ meter charges, water / storm water connection charges, sewerage connection charges, FTTH/ FTTF/ FTTB Infrastructure 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 charges towards 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 Buyer on or before the offer of possession of the said Unit.
- (viii) The Buyer has seen all documents/ papers as available with the Developer in relation to the Complex/Project and the Application is being entered into by him/her after being fully satisfied about the rights, title and interest possessed by the Developer over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws, to which the Developer and/or the Project/Complex are or be subject to in future. The Buyer is completely aware of and have understood all limitations/ obligations/ restrictions (if any) of the Developer in respect thereof and confirms that he/she shall neither investigate the same further nor raise any objections whatsoever in this respect.
- (ix) The Buyer is aware that the allocated Car Parking Space as mentioned in Annexure A cannot be dealt otherwise by the Buyer independently of the said Unit. The said Unit along with the Car Parking Space shall be treated as a single indivisible unit for all purposes including but not limited for the purposes of the Apartment Ownership Act. As the Car Parking Space is an integral and indivisible part of the said Unit, the Buyer undertakes not to transfer the exclusive right to use in favour of any third party without transfer and assignment of the said Unit.
- (x) The Buyer is made aware that NOIDA Authority vide its letter dated 13.12.2012 has approved single Master Plan for the entire Complex. It is clarified that all the buyer/s of the residential unit/s in the Complex, shall have right to use and interest in the Common Areas & Facilities subject to the terms mentioned herein .
- (xi) The Buyer 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 Developer.
- (xii) The Buyer /s undertakes to execute and register the Agreement and Sub-lease Deed with respect of the said Unit in the format provided by the Developer under applicable law within such timelines as mentioned in the intimation letter/Offer Letter issued by the Developer. In the event the Buyer /s fails to duly execute and register the Agreement and Sub-lease Deed as aforesaid within the stipulated period as mentioned in the intimation letter/Offer Letter, the penalty, if any, payable under the relevant laws for delay in execution and/or registration of Agreement and Sub-lease Deed shall be payable by the Applicant/s till the registration of the Agreement and Sub-lease Deed. Without prejudice to any other rights that the Developer may have in that behalf, the Developer shall also have the right to cancel the allotment and booking in case the Applicant/s and forfeit the Booking Amount or such amounts paid till date, whichever is higher. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein.

## 6. MODE OF PAYMENT

- (i) The Buyer shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan through cheque/ demand draft/ bankers cheque or online payment (as applicable), payable at par drawn in favour of **"ELDECO INFRASTRUCTURE AND PROPERTIES LIMITED"** and/ or any other account as stipulated by the Developer from time to time. The Buyer shall mention his/her/its said Unit no and Tower name behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Buyer to provide the wire details to Developer.
- (ii) If any of the payment cheques of the Buyer deposited by the Developer gets dishonored for any reason whatsoever, then the Buyer 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 including the



dishonour charges of Rs. 5000/- (Rupees Five Thousand only)(for each dishonour). In the event of dishonor of any payment cheque the Developer has no obligation to return the original dishonored cheque.

**7. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- (i) The Buyer, 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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Application. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Buyer understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- (ii) The Developer accepts no responsibility in regard to matters specified in the para above. The Buyer shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyer subsequent to the signing of Application, it shall be the sole responsibility of the Buyer to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the Applicable Laws. The Developer shall not be responsible towards any third party making payment Remittances on behalf of any Buyer and such third party shall not have any right in the said Unit in any way and the Developer shall be issuing the payment receipts in favour of the Buyer only when the necessary payment is received from the Buyer's account.

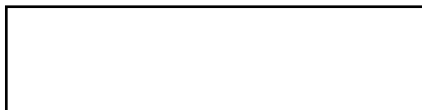
**8. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

- (i) The Buyer authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Buyer against the said Unit, if any, in his/her name and the Buyer undertakes not to object/demand/direct the Developer to adjust his/her payments in any manner.
- (ii) The Buyer irrevocably agree that on all amounts received, the Developer 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.

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

- (i) The Developer agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the NOIDA or any other Competent Authority.
- (ii) The Developer may complete the Project in part and obtain part occupation certificates for the same as the Developer may deem fit. The Buyer confirms and gives his/her specific consent to the same and shall not raise any objection in this regard. In such event if the Buyer is offered possession of the said Unit in such completed part or portion of the Project, the Developer and/or its agents or contractors shall be entitled to carry on the remaining work including construction/ completion of units or areas near/ adjacent to the said Unit, including further and additional construction work in the Project including the part or portion where the said Unit is situated, and if any inconvenience is caused to the Buyer due to such construction activity or incidental/ related activities during the said works or construction, the Buyer shall not object or make any claim (including for any damages) from the Developer in this regard.

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



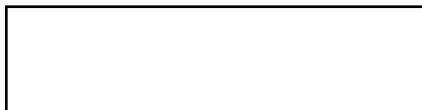
- (i) The Developer shall endeavor to offer possession of the said Unit to the Buyer on or before the date specified in **Annexure A** ("**Date of offer of Possession**"). The Date of offer of Possession shall be subject to the provisions of the sub-clauses mentioned herein and also subject to Force Majeure Events and the reasons beyond the control of the Developer.
- (ii) In the event the possession of the said Unit is delayed beyond the date as agreed hereinabove *interalia* for any reason, the Developer shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for handover of possession and completion of construction of the said Unit.
- (iii) In the event of any delay in handing over possession of the said Unit to the Buyer on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the said Unit, the Buyer shall be entitled to reasonable compensation as per applicable law from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter (defined hereinafter). It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Total Sale Consideration only (excluding interest amounts (if any), paid to the Developer and not on the stamp duty, registration fee, GST, TDS, deposits, charges, taxes etc. and/or Pass Through Charges). It is expressly clarified that no compensation shall be payable by the Developer for any time period beyond the Date of Offer Letter, for any reason whatsoever, irrespective of the Buyer not taking possession of the said Unit.
- (iv) Notwithstanding any of the provisions herein, the interest on the amount paid by the Buyer/s & compensation for delay shall not be paid and Date of Offer of Possession shall be extended
  - (a) on account of any Force Majeure Events and/ or
  - (b) due to non-compliance of the terms and conditions by the Buyer.
- (v) Additionally, the interest on the amount paid by the Buyer/s and compensation for delay shall not be paid in the following events:
  - (a) For the period of delay caused due to reasons beyond the control of the Developer and/or its agents and/or
  - (b) For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Buyer during inspection of the said Unit, and/or,
  - (c) For the period if the Buyer commit/s any default and/ or breach of the terms and conditions contained herein, and/or
  - (d) For the period of delay incurred due to additional work to be completed on the request of the Buyer for certain additional features, upgrades, in the said Unit, in addition to the standard Unit, and/or,
  - (e) For the period of inordinate delay incurred due to NOIDA 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.
- (vi) In case the Developer is forced to discontinue the construction of the said Unit and/ or Project (entire or part) due to Force Majeure Events and/ or due to operation of any law or statutory order or otherwise, then the Developer shall be liable to refund the amounts paid by the Buyer without any liability towards interest or compensation or loss of profit or costs or damages, subject to deduction of applicable taxes, within 6 (six) months from the happening of such eventuality.
- (vii) The Developer upon completion of construction of the said Unit shall issue written Offer of Possession/Final Demand Notice ("**Offer Letter**") to the Buyer. The Buyer 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 Buyer shall before taking over the possession of the said Unit clear all outstanding dues and amounts as mentioned in **Annexure D** and also pay the applicable GST and any other tax, levy, cess or any other charges levied by the statutory authorities in respect of the said Unit. It is clarified that the Final Finishing of the said Unit may be pending on the date of Offer Letter, which will be done within 60 days of receipt of all dues, charges, taxes etc. by the Developer.
- (viii) The Buyer upon receiving Offer Letter shall take possession of the said Unit from the Developer within period stipulated by executing necessary indemnities, undertakings and such other documentation including Sub-lease deed as required by the Developer and the Developer shall thereafter give possession of the said Unit to the Buyer.
- (ix) The Buyer in case fails to take possession of the said Unit within such date as mentioned in the Offer Letter, then the said Unit shall lie at the risk and cost of the Buyer and the possession of the said Unit shall be deemed to have taken by the Buyer on the expiry of date stipulated in the Offer Letter. The maintenance charges shall commence from the CAM Commencement Date, (defined hereinafter). It is clarified that in case Buyer fails to clear dues or take possession as contemplated in Offer Letter then
  - (a) CAM, Holding Charges shall be payable by the Buyer from the CAM Commencement Date



- (b) Developer shall have the option not to undertake Final Finishing and handover the said Unit without Final Finishing in case the Buyer 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 Developer's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Buyer or adjusted against the unpaid amount. It is clarified that in case Final Finishing is already done by the Developer then the Developer shall not be required to do it again when the Buyer finally comes forward to take possession of the said Unit.
- (x) The Buyer in addition to payment of interest for delayed payments, if any, shall be liable to pay Holding Charges as specified in **Annexure D** from CAM Commencement Date till the Buyer takes actual possession of the said Unit. During the period of the said delay by the Buyer, the said Unit shall remain locked and shall continue to be in possession of the Developer but at the sole risk, responsibility and cost of the Buyer in relation to its deterioration in physical condition of material/fixtures.

## 11. **TERMINATION & CANCELLATION:**

- (i) **Termination by Developer :** Without prejudice to the rights of the Developer to charge interest in terms of this Application, on the Buyer 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 Buyer committing breach of the terms and conditions of the Agreement, then without prejudice to the rights and remedies of the Developer, the Developer shall at its sole discretion, be entitled to terminate the Allotment of the said Unit. Provided that, the Developer shall give notice of 15 (fifteen) days in writing to the Buyer, by Speed/Registered Post at the address provided by the Buyer and mail at the e-mail address provided by the Buyer of its intention to terminate this Application /allotment of said Unit and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the allotment of said Unit. If the Buyer fails to rectify the breach or breaches mentioned by the Developer within the time period specified in the notice then at the expiry of such notice period, the Developer shall be entitled to terminate allotment of said Unit.
- (ii) The Developer upon termination as per above para, shall refund all such amounts paid by the Buyer till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Developer shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the said Unit, either by way of (i) personal hand delivery of cheque(s) to the Buyer, or (ii) courier of cheque(s) to the Buyer at the aforementioned address mentioned in the Application/Agreement, or (iii) by any other means as the Developer may deem fit. In the event Buyer is untraceable and/or unreachable and /or does not accept refund amount, in such case the Developer 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 Developer has refunded the balance amount and the Developer's liability shall end on such date. Such refund shall be in the name of the first buyer (as per the Application) /lender (in case the Buyer 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 Buyer shall be accordingly delayed without any claim towards interest for such delay.
- (iii) **Cancellation by Buyer:** In case Buyer wishes to withdraw/cancel allotment of the said Unit then the Developer shall refund all such amounts paid by the Buyer till the date of cancellation without interest subject to forfeiture of Earnest Money along with Non Refundable Amount. The Developer shall upon cancellation as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the said Unit, either by way of (i) personal hand delivery of cheque(s) to the Buyer, or (ii) courier of cheque(s) to the Buyer at the aforementioned address mentioned in the Application, or (iii) by any other means as the Developer may deem fit. In the event the Buyer is untraceable and/or unreachable and /or does not accept refund amount, in such case the Developer 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 Developer has refunded the balance amount and the Developer's

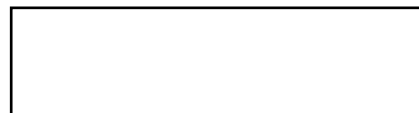


liability shall end on such date. Such refund shall be in the name of the first buyer (as per the Application) /lender (in case the Buyer has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Buyer shall be accordingly delayed without any claim towards interest for such delay.

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

## 12. ASSOCIATION

- (i) The Buyer agrees to join the Residents Welfare Association of the Complex (herein "**Association**") inter-alia for the purpose of management and maintenance of the Complex and sign and execute the membership Application and other documents, pay necessary membership fees, necessary for the formation /registration/joining of such Association. No objection shall be made by the Buyer/s with respect to the same. The Developer shall not be liable for any claims or penalties for delay in joining the Association, on account of any delay of the unit/s owners in complying with the above.
- (ii) The management and maintenance of only Common Area and Facilities will be transferred to the Association. Areas like unallotted car parking spaces, kiosks (if provided) and independent areas declared or to be declared shall not be handed over to the Association. It is clarified that the commercial units/apartments in the Complex are not part of the common areas but are independent apartment/units meant for commercial usage, which the Developer is entitled to allot/sell/transfer/lease on such terms and condition it deem fit.
- (iii) The Buyer shall on demand pay to the Developer legal cost, charges and expenses, including professional costs of advocates of the Developer in connection with smooth functioning of the 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 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 Buyer to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Developer may become a member of the Association to the extent of all unsold and/or un-allotted units in the Complex.
- (iv) The Buyer shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
  - a) The entrances in the Project/Complex shall not be obstructed or used for any purpose other than ingress to and egress to the said Unit;
  - b) The Buyer shall not make or permit any disturbing noises in the Project/Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other buyers/ occupants. The Buyer shall not use any loud speaker in the Unit which shall disturb or annoy other Buyer / occupants in the Project/Complex;
  - c) Water-closets and other water apparatus in the Project/Complex shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Buyer if found to be in default;
  - d) No bird or animal shall be kept or harboured in the Common Areas and Facilities. In no event shall dogs and other pets be permitted in any other part of the Project/Complex unless they are accompanied by someone;
  - e) No television aerial shall be attached to or hung from the exterior of the said Unit;
  - f) Garbage and refuse from the said Unit shall be deposited in such place only in the



Project/Complex and at such time and in such manner as the Developer / Association / Maintenance Agency may direct.

- g) The Buyer undertakes not to park his/her vehicles outside the said Unit or any other area not specifically designated for his/her use as car parking. No vehicle belonging to a Buyer or to a family member, guest, tenant, employee of the Buyer shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Complex.

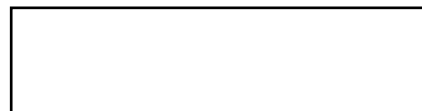
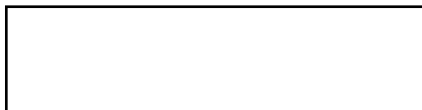
The Buyer shall adhere to the rules and regulations mentioned at (a) to (g) herein above and such further rules and regulations as may be made out by the Developer/Association from time to time. The Buyer shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription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

### 13. TRANSFER/NOMINATION

- (i) Subject to the terms stated herein and norms of NOIDA and subject to the Buyer clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Sub Lease Deed, the Buyer 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 Developer 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 NOIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Buyer of such applicable transfer charges (taxes extra) upon the Buyer providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Developer. 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 NOIDA Authority /Association on such transfer/ substitution/ nomination shall also be paid by the Buyer / third party transferee. In addition to above the Buyer has to pay an administrative fee of Rs 25,000/- to the Developer for transfer/substitution/nomination.
- (ii) At any time after execution of the Agreement, administrative fees of Rs. 25,000/- (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing policy of the Developer shall be payable in case such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either Buyer and the Buyer shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Developer. However, for such transfer, the permission from both the Joint Buyer is mandatory, if any.
- (iii) The Buyer, for any transfer of the said Unit post the execution after execution and registration of Sub Lease Deed in his/her favour, shall obtain No Objection Certificate from the Developer and shall pay an administrative fee of such amount as per prevailing policy of the Developer in this regard.

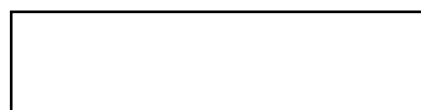
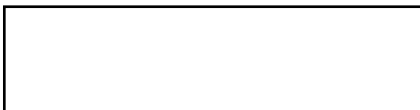
### 14. MAINTENANCE

- (i) The Buyer agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities.
- (ii) The Buyer agrees to pay to the Developer or Maintenance Agency, Maintenance Charges towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the said Unit) (herein "**CAM Charges**"). The Buyer understands & agrees that the CAM Charges may be enhanced by the Developer or the Maintenance Agency from time to time. Incidence of GST/any taxes etc. on CAM Charges and outsourced services shall be borne by the Buyer.
- (iii) For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Buyer has taken such possession (for fit outs) or not. Such date shall be referred to as "**CAM Commencement Date**".
- (iv) The Buyer agrees that on issuance of Offer Letter of the said Unit, an Interest-Free Maintenance Security (herein "**IFMS**") towards the security for payment of charges for maintenance, upkeep of or any damages to the Common Areas and Facilities shall be payable by the Buyer as mentioned in



**Annexure D.** The IFMS shall become payable within 30 days from the date of Offer Letter by the Developer, whether or not the Buyer takes possession of the said Unit.

- (v) The Buyer agrees that upon offer of possession of said Unit he/she agrees to enter into a Maintenance Agreement with the Developer or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Developer (herein “the **Maintenance Agency**”) for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of the said Unit). However, failure on the part of Buyer to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the CAM Charges and other related charges.
- (vi) The Buyer agrees to pay monthly/quarterly/yearly CAM Charges as intimated/demanded by the Developer/ Maintenance Agency, irrespective of the fact, whether the Buyer is in occupation of the said Unit or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 12% p.a. shall be charged for the period of delay. The Developer/Maintenance Agency reserves the right to determine/collect the CAM Charges in advance as per its policy. No interest shall be payable on such advance collection.
- (vii) The Buyer agrees that in case of his/her/their failure to pay the CAM Charges on or before the due date then the Developer/Maintenance Agency is entitled to deny him/her/them maintenance services and the Developer/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 within the Project and Complex. Further, non-payment of CAM Charges shall constitute a breach of the terms contained herein by the Buyer.
- (viii) The Buyer agrees that in the event the CAM Charges, other charges/dues etc. are in arrears for more than three months then the Developer shall have the right to terminate the allotment by a notice in writing to the Buyer of 30 days (herein “**Notice Period**”). If such notice is issued then Buyer 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 Developer and the Buyer shall have no right, interest or lien in the said Unit. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments and other dues, if any, shall be governed by the provisions contained herein.
- (ix) The Buyer agrees that the Developer / Maintenance Agency will maintain till the maintenance is handed over to the Association or for a period of 1 year from the date of completion of Project, whichever is earlier. The Developer is not bound to maintain the Project beyond a period of one year, as aforesaid. The Buyer understands that the IFMS lying with the Developer 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 Developer is authorized to cease the maintenance and return the IFMS after deducting any default of CAM Charges etc. along with interest accrued thereon & other charges/deposits borne by the Developer with respect to the Project and discontinue its maintenance. It is clarified that IFMS pool “net of aggregate defaults” of all the buyer/s will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the buyer/s directly. However, the Developer may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Developer shall retain IFMS and levy CAM Charges till such time the maintenance is not handed over to the Association.
- (x) The Buyer agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities, adjoining unit/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association. The Applicant/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in such rectification from the Buyer’s IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Developer shall be entitled to raise demand against it, which shall be strictly payable by the Buyer within 30 days of such demand. However, in such an event Buyer shall make further payment to maintain required balance of IFMS as applicable. The Buyer shall always keep the Developer indemnified in this regard.
- (xi) The Buyer 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 for organizing meetings and small functions, the same shall be used on payment basis.

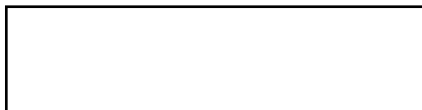




- (xii) The Buyer agrees that the he/she/they or his/her/their nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Developer or its nominated Maintenance Agency.
- (xiii) The Buyer agrees that the maintenance of the said Unit including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Buyer from the lapse of the period as may be mentioned in the Offer Letter.
- (xiv) The Buyer understands and agrees that bulk supply electricity connection to distribute power in the Project / Complex will be available and in no case Buyer shall apply to the concerned department directly for supply of electrical energy in the said Unit.
- (xv) The Buyer understands and agrees that the Developer 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.
- (xvi) The buyer/s of residential units of the Complex shall inter-alia have right to access and use the Common Areas and Facilities and common assets provided/installed and or to be provided/installed in the Project or Complex on the same terms and conditions which should not be less favourable than the one which are available to the buyer/s of residential units of the Project or Complex.
- (xvii) The Buyer agrees that the right to use the independent areas declared or to be declared by the Developer shall be restricted for use of certain apartment owners to whom they are conferred or shall be conferred by the Developer to the exclusion of the other apartment/s owners of the Complex.
- (xviii) The Buyer acknowledge and agrees that the independent areas declared or to be declared under the Applicable Laws shall not form part of Common Areas and Facilities and the Developer shall be solely entitled to deal with the same in the manner it deem fit and proper .
- (xix) The Buyer is aware that the amenities /facilities in the club, may be allowed to be used by all the allottee(s)/buyer/s of residential units in the Complex on payment of its usage charges and on such terms and conditions as may be stipulated by the Developer or its outsourced Maintenance Agency, from time to time.
- (xx) The Developer shall have right to take all steps as may be required for integration of services and facilities of Project with those of the existing services and facilities of Complex including but not limited to electricity, water, sewer, Diesel Generator sets . The Buyer is aware that as such the services viz water, sewer, electricity are inter linked in the Complex.

#### 15. **DEFECT LIABILITY**

- (i) If the Buyer brings to the notice of the Developer any structural defect in the said Unit within the time period as specified under the prevalent law it shall wherever possible be rectified by the Developer without further charge to the Buyer. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect in the said Unit or defect in workmanship, quality or provision of service. The Developer shall be discharged from its liability as aforesaid in the event the Buyer carries out any structural modifications, alterations at his/her own accord and/or if the Buyer makes any changes in the structure, location, use and type of the areas, utilities and specifications and fixtures in the said Unit. Additionally, the Developer shall not be liable in case of the following:
  - a) Structural defects caused or attributable to the Buyer 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;
  - b) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.;
  - c) Structural defects induced by force majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.;
  - d) Structural defects occurring in the said Unit or said Unit that has undergone unauthorised civil renovations by the Buyer.
  - e) Damage caused by failure on the part of Buyer to undertake routine and expected care and internal maintenance of the said Unit.
- (ii) Any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the



defects as mentioned in para above) the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Buyer/s and the Buyer/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

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

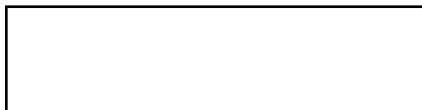
- (i) The Developer/Maintenance Agency /Association and their representatives, surveyors, architects, agents etc. shall have rights of unrestricted access of all Common Areas& Facilities, garages/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit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

#### **17. BASEMENT USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project/Complex, shall be earmarked for purposes such as car parking spaces, stores and services including but not limited to electric sub—station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the services areas and the basements in any manner whatsoever other than as aforesaid.

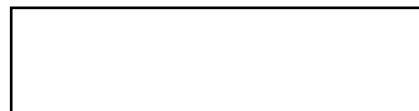
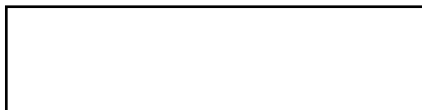
#### **18. GENERAL**

- (i) The Buyer ensures and undertakes that all Fit-outs/interior works done internally within the said Unit shall not pose any nuisance to the other occupants/purchasers of the Project/Complex and also protect against fire, pollution or health hazards, noise, etc. in the Project/Complex .
- (ii) The Buyer shall not alter the façade, colour scheme of the said Unit or make any such alterations which are visible on the external façade of the said Unit.
- (iii) The Buyer shall use the said Unit as per the provisions sated herein, and bye laws of the Association and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project/Complex nor for any illegal or immoral purposes.
- (iv) The Buyer shall from the expiry of date to take possession of the said Unit within such date as mentioned in the Offer Letter be liable to bear all costs and expenses to keep the said Unit in a good and tenantable state and condition including structural maintenance, regular painting, seepage etc. The Buyer shall carry out, at his/her own cost and expenses, all internal repairs to the said Unit and maintain the same and not do or suffer to be done anything in or to the said Unit or in the Project/Complex which may be against the rules, regulations and bye laws of the Association or the



Competent Authority. In the event the Buyer is guilty of any act or omission in contravention of this provision, the Buyer shall be responsible and liable for the breach and also for the consequential loss or damage, to the Developer or Association or the Competent Authority, as the case may be.

- (v) The Buyer shall neither cause or cause to be done any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, shear walls, construction of boundary wall around the P-line of the said Unit etc. nor remove any walls or change the position of the doors and windows, increase the area of the said Unit whether temporary or of a permanent nature. The Buyer shall also not change the colour scheme of the outer or paintings of the exterior side of the doors and windows etc. of the said Unit. The Buyer shall, with the prior written consent of the Developer, be at liberty to fix safety grills on the windows of the Unit, of such design as the Developer may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Buyer or there is a deviation from the specifications prescribed by the Developer; the Developer shall be entitled to remove, at the cost and risk of the Buyer, all such grills which may have been fixed at the said Unit together with any decorations, alterations, additions or improvements in the said Unit made by the Buyer. The Buyer shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Unit in any manner whatsoever. The Buyer agrees and confirms that in the event the Buyer takes any such steps as stated in this sub clause the same shall be at the sole responsibility, risk and consequence of the Buyer and the Buyer shall indemnify the Developer towards all losses, damages that may be suffered or costs, charges, fines etc., that may have to incurred by the Developer.
- (vi) The Buyer shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Complex/Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- (vii) The Buyer hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Buyer under the Application/Agreement towards the said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Buyer further declare/s and authorize/s the Developer to give personal information of the Buyer to any statutory authority as may be required from time to time. The Buyer 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 Buyer further agree/s and confirm/s that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to terminate the allotment of said Unit. Upon such termination the Buyer shall not have any right, title or interest in the said Unit neither have any claim/demand against the Developer, which the Buyer hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Buyer shall be refunded by the Developer to the Buyer in accordance with the terms stated herein only after the Buyer furnishing to the Developer a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Buyer.
- (viii) The Buyer shall neither encroach upon the Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Complex/Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- (ix) The Buyer shall not store in the said Unit or bring into the Complex/Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Complex/Project or which is objected to by the Developer or the Association. If any damage is caused to the said Unit, Common Areas and Facilities, or to the Complex/Project on account of any act, negligence or default on part of the Buyer or his/her employees, agents, servants, guests, or invitees, the Buyer 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 Developer or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Buyer.
- (x) The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the Common Area and Facilities or any portion of the Complex/Project.

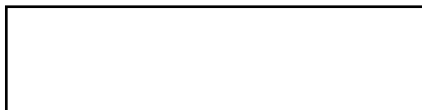


- (xi) The Buyer shall not be entitled to install its personal / individual generator(s) for providing power back up to the said Unit. However, they may install UPS systems within the said Unit.
- (xii) The Buyer shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the said Unit or land underneath or lands forming part of Common Areas and Facilities.
- (xiii) The Complex shall always be known as **"Eldeco Aamantran"**. This name shall not be changed by anyone including the Buyer or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Complex/Project may be changed at the sole discretion of the Developer and the Buyer shall not be entitled to raise any objection/hindrance on the same.
- (xiv) The Buyer agrees and confirms that the payment made hereunder do not create or bring into existence any lien/ encumbrance over the said Unit in favour of the Buyer against the Developer other than rights and interests as contemplated under this Application. Further, the Buyer agrees that he/she shall not, without the written approval of the Developer, create any encumbrance, mortgage, charge, lien, on the said Unit, by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Sub Lease Deed in his/her favour by the Developer. However, the Buyer may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under this Application apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Developer. The Buyer may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the said Unit only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Sub Lease Deed. Any such arrangement/ agreement shall be entered into by the Buyer 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 Developer may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Developer shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Buyer may obtain from such bank/ financial institution. The Buyer shall, at the time of grant of permission or NOC by the Developer, furnish an undertaking / declaration to the Developer to indemnify the Developer for all costs, expenses, injuries, damages etc. which the Developer may suffer for any breach / default that may be committed by the Buyer to the third party(ies) / banks/ financial institution. In this regard, the Developer may at the request of Buyer, enter into a tripartite agreement with the Buyer's banker / financial institution to facilitate the Buyer to obtain the loan from such bank / financial institution for purchase of the said Unit. The Buyer hereby agrees that the Developer shall be entitled to terminate the allotment of said Unit at the request of the Buyer's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Buyer.
- (xv) The Buyer shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the said Unit, in the Common Areas and Facilities or on the external façade of the Complex. However, the Buyer may affix name plates / name boards only at the designated areas and of such sizes as may be previously approved in writing by the Developer or the Association, as the case may be. The Buyer agrees to obtain a prior written approval from the Developer or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates, etc.
- (xvi) Till the time each unit/s in the Complex/Project is not separately assessed, the Buyer agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Complex/Project, as the case may be, in proportion to the Carpet Area of the said Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developer or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Buyer.
- (xvii) In case of termination of the allotment of said Unit, all documents executed/ received by the Buyer(s) in furtherance thereto shall stand terminated for all intents and purposes and the Buyer(s) shall return all documents (in original) to the Developer.
- (xviii) The Cost of Property is exclusive of the statutory deposits to be made by Developer to Competent Authorities towards electricity, water and other facilities at the Complex/Project. The same shall be payable by the Buyer on a pro-rata basis as and when demanded by Developer/ Competent Authority. In case the same gets enhanced under the Applicable Laws including any revision, whether



prospectively or retrospectively, the same shall be payable by the Buyer. Similarly, if there is any reduction/ relaxation in payment thereof and any refund is received on this account by the Developer from the Competent Authorities, the same shall be adjusted in future installment or refunded to the Buyer on pro-rata basis as the case may be.

- (xix) The Developer will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Developer has further clarified to the Buyer that the Complex/Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the said Unit, as the same is to be provided by the concerned government or local authority or body. The Buyer agrees that since this is beyond the control and scope of the Developer, they shall not hold the Developer responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- (xx) The Buyer hereby agrees and undertakes that he/she/they shall pay the insurance premium of the said Unit and proportionate common area of the Complex/Project, from such date as intimated by the Developer and the same is in addition to Cost of the Property.
- (xxi) The Buyer understands and agrees that for better governance and management of open parking area/s and to avoid any confusion among the buyer/s, the Developer had allocated and will allocate the open parking/bay to certain buyer/s only to the exclusion of others buyer/s of the Project/Complex. The Buyer hereby acknowledges that the open parking arrangement is beneficial for all the residents of the Project/Complex including himself/herself and as such he/she irrevocably consents (i) not to randomly park his/her vehicle/s in the common area/s of the Complex/Project or the parking space/bay allocated to other buyer/s of the Complex/Project (ii) to park his/her vehicle only in the space allocated to him/her.
- (xxii) The Buyer acknowledge(s), agree(s) and undertake(s) that the Buyer shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Buyer nor make any claims/demands on the Developer or any of its sister concerns/ affiliates with respect thereto.
- (xxiii) The Buyer undertakes that the Buyer has/have taken the decision to purchase the said Unit in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Buyer by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Application.
- (xxiv) The Buyer shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xxv) The Buyer understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project/Complex are proposed to be designed & installed by the Developer on the basis of diversity factor considering group diversity @ 50%. The Buyer agrees that he/she/they, either singly or in combination with other buyer/s in the Project/Complex shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Developer to different buyer/s.
- (xxvi) The Buyer is aware that the Developer shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Buyer 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 Developer 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. The Developer 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 Buyer shall have no objection for the same if not affecting the said Unit.
- (xxvii) In case the Buyer desire/s (with prior written approval/consent of the Developer) to carry out the tiling, painting or replacement of fixtures and fittings on its own other than the specifications agreed herein, no request of reimbursement of expenses towards the same or any deduction in the Cost of the Property shall be considered by the Developer.
- (xxviii) The Buyer understands and agrees that in the event of paucity or non-availability of any material and/or brand the Developer 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 Developer shall not be held liable in any manner whatsoever for the same.

- (xxix) The Buyer 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 Developer to provide the same. The Buyer 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 Buyer has not relied on the same for purchase of the said Unit.

#### **19. ADDITIONAL CONSTRUCTIONS:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex/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 Buyer agrees and understands that if the FAR is increased by the Competent Authority beyond the current applicable FAR, the Developer shall have the exclusive right and ownership on the additional FAR. The Developer 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 Authority and as per Applicable Laws. The Buyer further agrees and confirms that any such additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses. The Buyer shall give its consent as required under the Applicable Law.

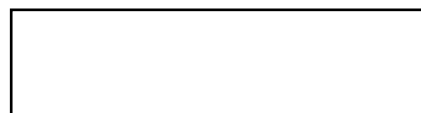
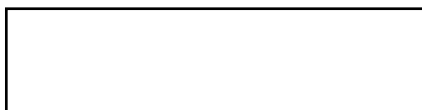
All FAR at any time available in respect of the Project or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Project/Complex as contemplated by the Developer is completed by the Developer.

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

The Buyer acknowledges that the Complex and the receivables therefrom has been mortgaged in favour of HDFC BANK LIMITED for the purpose of raising finance. The Buyer hereby agrees and confirms that if the Developer so desires, it shall be entitled to create security on the unsold unit/s along with undivided and impartible right in the Total Land 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 said Unit allotted herein. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds, save and except the said Unit. The Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon. The Buyer hereby gives express consent to the Developer to raise such financial facilities against the unsold unit/s along with undivided and impartible right in the Total Land and mortgage the same with Banks and/ or Financial Institutions as aforesaid, save and except the said Unit agreed to be transferred hereunder.

#### **21. GOVERNING LAW:**

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



**22. DISPUTE RESOLUTION:**

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

*I/We have read through the Application Form and General Terms & Conditions for allotment of the said Unit and declare to have complete understanding and accept the same and agree to be bound therewith. I/We have sought detailed explanations and clarifications from Developer and the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by Developer, 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.*

