

FM:MK: 62:00

Form No: 228

DATE: 14/8/2014

ELDECO

Samridhi

Udyan II, Raibareilly Road, Lucknow

ALLOTMENT FORM

Reference No.: _____
Date: _____
To _____



**SUBJECT: ALLOTMENT OF RESIDENTIAL PLOT IN THE "ELDECO SAMRIDHI"
SITUATED AT ELDECO UDYAN II, RAIBAREILLY ROAD, LUCKNOW**

Dear Sir/Madam,

Please refer to your application dated _____ for allotment of a residential Plot in the Project namely "Eldeco _____" (herein "Project") situated at Eldeco Udyan II, Raibareilly Road Lucknow (herein "Township").

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

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

PLOT DETAILS

Plot no. _____, Sector _____; Area _____ sq yds. (_____ sqmts)

Basic Price: Rs. _____ (in words) Rupees _____

PAYMENT PLANS

Booking amount: _____

(Paid vide Receipt no. _____ dated _____)

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

DOWN PAYMENT PLAN — Plan A

* Within 45 days of Booking : _____ Rs. _____

* Down payment discount : _____ Rs. _____

TOTAL: Rs. _____

DEVELOPMENT LINKED PAYMENT PLAN — Plan B**

* Within 45 days of booking : _____ Rs. _____

* Within 75 days of booking : _____ Rs. _____

* Within 120 days of booking : _____ Rs. _____

* On laying of Road (WBM) : _____ Rs. _____

* On laying of sewer line : _____ Rs. _____

Allottee's Signature :

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* On laying of water Line : _____ Rs. _____
 * On External Electrification : _____ Rs. _____
 * On offer of possession : _____ Rs. _____

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

TOTAL : Rs. _____

Note:

Details of Other/Extra Charges:

- (a) Tentative Interest Free Maintenance Security = Rs. S.T.
 (IFMS) @ /- Sq.mtr. on basic land area
- (b) Indicative Monthly Recurring Maintenance Charges (MRMC) @ =Rs..... S.T.
 Per month. One year charges to be paid in advance and balance payable through 24 advance post dated cheques at the time of registration.
- (c) Water; Sewer connection charges =Rs..... S.T.....
- (d) External electrification charges @ Sqmtr = Rs..... S.T.....
 on Basic Land Area
- (e) Malba charges =Rs..... S.T.
- (f) Cost of laying of Electricity Cable = Rs..... S.T.
- (g) Water Consumption Charges for construction = Rs..... S.T.
 = Rs..... S.T.
- (h) = Rs..... S.T.
- (i) Administrative Charges = Rs..... S.T.
1. Other/Extra Charges, which are over and above the Basic Price as mentioned in various clauses of this Allotment Certificate & Agreement, shall become payable within 30 days from the date of the Final Demand Notice (herein "FDN")/Offer of Possession by the Company or as may be mentioned against that specific Charge.
2. The possession of the Plot will be given after execution and registration of the Lease/Sale/Conveyance Deed in favour of the Allottee/s, subject to receipt of all payment(s)/charges(s) & completion of all requisite formalities:

Allotment Confirmed

Manager (Mktg./CC)

HOD (Mktg.)

HOD (CC)

Manager Accounts

COO

Chairman / Managing Director/Director

Allottee's Signature

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TERMS & CONDITIONS

THIS ALLOTMENT CERTIFICATE & AGREEMENT is executed at Lucknow on this day of

BETWEEN

ELDECO HOUSING AND INDUSTRIES LTD, a Company incorporated under the Companies Act, 1956, having its Registered office at S-16, 2nd Floor, Eldeco Station 1, Site No-1, Sector 12, Faridabad, Haryana-121007 and Lucknow office at 2nd Floor, eldeco Corporate Chamber-I, Vibhuti Khand, (opp. Mandi Parishad), Gomti Nagar, Lucknow- 226010 hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns, of the One Part.

AND

- (i) Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____,
- (ii) *Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____ and
Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____,

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

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

OR

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

- (i) Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____,
- (ii) *Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____ and
Shri/Smt. _____ Son/Daughter/Wife of Shri _____,
Resident of _____,

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

OR

M/s. _____, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____, acting through its authorized signatory Shri/Smt. _____ duly authorized vide Board Resolution dated _____ (hereinafter referred to as the "Allottee/s"), which expression,

Allottee's Signature :

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unless repugnant to the context or meaning thereof, shall mean and include its successors in-interest and assigns, of the Other Part.

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

WHEREAS

- A. 1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires:
- a. Headings are for convenience only and shall not effect interpretation;
 - b. Words denoting the singular number shall include the plural and vice versa;
 - c. Words denoting any gender shall include all genders;
 - d. Words denoting persons shall include bodies of persons and corporations and vice versa;
 - e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
 - f. References to any Party shall include the party's successors and permitted assigns;
 - g. References to any document shall be deemed to include references to it and to its appendices, an nexure, exhibits, recitals, schedules and tables as varied from time to time;
 - h. Documents executed pursuant to this Agreement —form part of this Agreement;
 - i. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
 - j. Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
 - k. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.
- B. The Company is developing a residential project, namely "Eldeco _____" (hereinafter defined as "Project") located within a residential township namely "Eldeco Udyan II", situated at Raibareilly Road, Lucknow (hereinafter defined as "Township"). The Project is being developed by the Company in terms of the sanctions granted by Lucknow Development Authority (LDA) in the name of the Company in respect of several parcels of land.
- C. The Allottee acknowledges that the layout plan of the Project have been approved by the competent authorities.
- D. The Allottee/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee/s and the Allottee/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the land on which the Project is being developed, and have understood all limitations and obligations of the Company in relation thereto. The Allottee/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Plot and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.
- E. The Allottee/s has confirmed to the Company that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project in general and in

Allottee's Signature :

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particular to the Plot and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.

- F. The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Plot in the Project on the terms and conditions appearing hereinafter.
- G. The Allottee/s understands and agrees that only after execution of this Allotment Certificate & Agreement by him/her/them the allotment shall become final and binding upon the Company. If however, Allottee/s fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then the allotment shall be treated as cancelled at the sole discretion of the Company and the Earnest Money (defined hereinafter) paid by Allottee/s shall stand forfeited. Further the allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank
- H. The Allottee/s acknowledges that he/she/they was/were given an opportunity to discuss and negotiate all the terms of allotment and the terms and conditions mentioned herein are mutually negotiated. However, the Allottee/s in his/her/their own judgment decided to continue with his/her/their booking in the Project.

A. DEFINITIONS

"Basic Infrastructure Work" mean the

- (i) Internal roads connecting the Plot to the common road.
- (ii) Sewer line outside the Plot.
- (iii) Water supply line outside the Plot.
- (iv) Provision of the Electricity line up to the periphery of the Plot.
- (v) Storm water drains outside the Plot.

"Common Areas" includes the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to be provided by Company as per the applicable byelaws including the common facility(s) area.

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

"Earnest Money" means an amount equivalent to 10% of the Basic Price of the Plot.

"Holding Charges" means the administrative expenses/costs incurred by the Company to hold the Plot, if the Allottee(s) fails to take actual & physical possession of the Plot after expiry of 30 days from the date of offer of possession.

"Malba Charges" means the charges towards removal of the debris and other construction material that may be dumped by the Allottee(s) within the Project/township and/or area adjoining the Plot, while carrying out construction on the Plot.

"Person" means any individual, company, corporation, partnership, government or governmental authority or agency or any other legal entity.

"Preferential Location" means residential plot facing or abutting green areas/wide road and any other location as may be specified/designated as Preferential Location by the Company.

"Project" means the residential project being developed by the Company on land admeasuring acres approximately within the Township in accordance with the approvals granted by competent authorities.

Allottee's Signature:

"Safeguarding Charges" means the charges incurred to guard the Plot against encroachments/trespassing by the third party (ies), in case Allottee(s) fails to take actual & physical possession of the Plot after expiry of period mentioned in the offer of possession.

"Township" means the residential project being developed by the Company on a land admeasuring _____ acres approximately situated at Raibareilly Road, Lucknow, owned by the Company and its associates & subsidiaries companies in accordance with the approvals granted by Lucknow Development Authority ("LDA").

B. PAYMENTS

1. (a) The Allottee(s) agrees that the timely payments as indicated in the Payment Plan is/are the essence of the allotment. If any installment/payment as demanded by the Company and/or as per schedule is/are not paid when it becomes due, then the Allottee(s) shall be liable to pay interest @18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, then the allotment shall automatically stand cancelled without any prior intimation to the Allottee(s) and the Allottee(s) shall be left with no lien/right/interest on the Plot in any manner whatsoever. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. along with the restoration charges as per Company policy and restore the allotment of the Plot, in case it has not been allotted to someone else. In such a situation an alternate residential plot/property, if available, may be offered in lieu of the same.
- (b) The Allottee(s) agrees that in default case, if part payment is received from him/her/them, such payment shall be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it shall be a fit case for cancellation of allotment.
- (c) The Allottee(s) agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized from the re-allotment of the Plot. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee(s) shall be accordingly delayed without any claim towards interest for such delay.
- (d) The Allottee(s) agrees that the payment shall be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Allottee(s) in case of dishonour of his/her/their cheque. The Allottee(s) shall be responsible for the delay caused due to such reasons.
2. (a) The Allottee(s) agrees that the residential plot/s located at the Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by him/her/them.
- (b) The Allottee(s) has specifically agreed that if due to any change the Plot ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee(s) without any interest, damages and/or compensation and such refund may be adjusted at the time of FDN (defined hereinafter). If due to any change the Plot becomes located at Preferential Location, then the Allottee(s) shall pay additional PLC as applicable, as may be demanded by the Company.
3. The Allottee(s) understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Plot, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Allottee(s) that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustment of interest accrued on the delayed payments (if any), provided that the basic price of the Plot (as applicable then), upon its re-allotment to any person/s, is received. If for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee(s) shall be accordingly delayed without any claim towards interest for such delay.

Allottee's Signature :

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4. The Allottee(s) agrees that in case he/she/they wants to avail of a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the Plot, the Company shall facilitate the process subject to the following:
- (a) The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Allottee(s) alone.
 - (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in Clause B 1 as above.
 - (c) In case of default in repayment of dues of the employer/financial institution/agency by Allottee(s), the Company may cancel the allotment of the Plot (the Allottee(s) hereby authorises the Company for this purpose) and repay the amount received till that date after deduction of Earnest Money, adjustment of interest on delayed payments and adjustment of other dues under various heads as stipulated herein, directly to employer/financing institution / agency on receipt of such request from financing agency without any reference to Allottee(s). Upon such cancellation, the Allottee(s) shall have no right, interest or lien in the Plot. The refund to the employer/financing institution / agency and the Allottee(s) (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 1 above.
 - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee(s) request subject to upto date payments of all dues.

C. COMPLETION OF DEVELOPMENT WORKS OF THE PLOT

1. That completion of the Basic Infrastructure Work of the Plot shall be subject to Force Majeure (defined hereinafter) and subject to timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Allottee(s) opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
2. The Allottee(s) understands and agrees that in case the Company is unable to transfer/ handover the Plot to the Allottee(s) for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined hereinafter) then the Company may offer an alternate residential plot and in the event of non-acceptability by the Allottee(s) or non-availability of alternate residential plot, the Company will refund only the actual amount received from the Allottee(s) till then (within the timeframe as may be mutually agreed) consequently the Allottee(s) shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Plot and in the Project. In such case the Company shall not be liable to pay any damages/compensation or interest to the Allottee(s), whatsoever. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Plot or alternate residential plot.
3. The area of the Plot is tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the Plot, change in dimension, size, location, number, boundaries etc. Any change in size, location, number, boundaries etc shall be confirmed by the Company prior to issuance of final demand notice/offer of possession. In case of variation in actual area vis-à-vis booked area, the Company will ensure necessary adjustments in the basic price, pro rata. If the final area of the Plot varies up to 10% then the Allottee(s) shall be liable to pay difference in price /entitled for refund at the rate prevailing at the time of allotment of Plot and in case final area varies beyond 10% then the current rate shall be applicable. On reduction in the area of the Plot as aforesaid excess amount received shall be refundable without interest and without any rebates. No cost adjustment shall be made on change in area dimension of the plot i.e. length and width without any change in its area.

In case of area variation beyond 10% of the allotted area, the Allottee(s) agrees to deliver to the Company objections to the variation within Thirty (30) days from the date of intimation by the

Allottee's Signature :

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Company. In case the Allottee(s) does not send his/her/their objections within the stipulated period then the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his/her/their objections to such variation then in such case alone this Allotment Agreement shall be cancelled without further notice and the Company shall refund the entire money received from the Allottee(s) without interest. Upon cancellation of the Allotment, the Company shall stand discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Plot. The terms of refund as mentioned in Clause C (3) under headings "Payments" shall apply except forfeiture of Earnest Money.

4. The Allottee(s) acknowledges that the Project is under construction and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in the interest of the Project/Township or if the same is required by the concerned authority.
5. The Allottee(s) shall carry out the construction on the Plot in accordance with the plans and specifications approved by the appropriate authority. The Allottee(s) shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction / development thereon. The Allottee(s) shall apply and obtain the approvals at its own cost and expenses.
6. The Allottee(s) shall be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules with regard to construction on Plot and shall keep the Company harmless and indemnified from the consequences of non-compliance.
7. The Allottee(s) shall carry out construction on the Plot subject to:
 - (i) he/she/it shall not cause nuisance or annoyance to the other occupants in the adjoining areas and/or
 - (ii) he/she/it shall not raise any construction & structure including but not limited to laying of foundation, boundary wall, fencing etc outside the dimension of the Plot.
 - (iii) he/she/it shall not obstruct or block the Common Areas of the Project/Township.
 - (iv) he/she/it shall not stock construction material on the road or areas adjoining the Plot.
 - (v) he/she/it shall not keep the foundation, tunnels or other pits in the Plot open or exposed to weather causing any injury to contiguous or adjacent areas/buildings;
 - (vi) he/she/it shall not dig any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings and/or
 - (vii) he/she/it shall not erect or permit to erect at any part of the Plot any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry.
 - (viii) he/she/it shall not dump the construction material/debris in the Common Areas of the Project/Township.

In case of non compliance of the aforesaid stipulations by the Allottee(s), he/she/it shall be liable to rectify the same to the satisfaction of the Company, failing which the Company may recover the expenditure incurred in such rectification from the Allottee(s). The Allottee(s) shall also be liable for all consequences, claims, penalty, actions etc. arising there from and keep the Company harmless and indemnified in this regard.

8. The Allottee(s) agrees to carry out and complete civil works, internal development, boundary walls etc. of the Plot at its own cost and expenses. The cost of the External Electrification of the Project, which includes proportionate cost of the Sub-Station, cost of the Transformer, main

Allottee's Signature:

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electrical panel cost of cables up to the distribution box will be paid extra by the Allottee(s), if demanded by the Company.

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

D. POSSESSION

1. The possession of the Plot will be given after execution of Conveyance Deed/Transfer/Sale Deed, subject to (a) Force Majeure conditions, (b) completion of Basic Infrastructural Work and (c) receipt of all the amounts due and payable by the Allottee(s)/s up to the date of such possession including maintenance charges, IFMS & other charges etc. to the Company.
2. (a) The Allottee(s) has to make up-to-date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee(s) has to take possession of the Plot within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Plot will lie at the risk & cost of the Allottee(s). In other words, possession of the Plot shall become due on the date of expiry of the said 60 days Period (herein "Possession Due Date"). The Allottee(s) understands & agrees that the Maintenance charges (defined hereinafter) and other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee(s) takes over possession of the Plot.
(b) The Allottee(s) understands & agrees that in the event of his/her failure to take over the possession of the Plot beyond 60 days from the Possession Due Date, then the Allottee(s) shall be liable to pay Holding charges, Safe Keeping charges, Maintenance Charges, other charges etc. for the period of delay in taking over actual physical possession of the Plot.
3. The Allottee(s) understands and agrees that in case he/she/they fails to take possession of the Plot after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs. _____ per sq.yds per month and Safeguarding Charges @ Rs. _____ per sq.yds per month respectively of the area of the Plot till the date of actual possession of the Plot.
4. The Allottee(s) agrees that upon taking over the possession of the Plot he/she/they shall be entitled to use and occupy the Plot for residential purposes. The Allottee(s) further agrees not to cause nuisance or annoyance to other plot owners or residents of the Project/Township; or to do any activity, which is commercial or illegal or immoral; or to do or cause anything to be done in or around the Plot which tends to cause interference to any adjacent area or in any manner interference with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Company against any action, damages or loss due to misuse for which the Allottee(s)/occupant shall be solely responsible.

Allottee's Signature :

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5. The Allottee(s) agrees and undertakes to sign the standard format of Possession document/s; Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions contained therein. The Allottee(s) shall pay charges towards Interest Free Maintenance IFMS and other charges etc. at the time of offer of possession.
6. The Allottee(s) agrees that the possession date of the Plot as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment shall be come due and payable immediately.
7. The Allottee(s) agrees to pay in respect of his/her/their Plot all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including IFMS for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro rata basis from the Allottee(s).
8. The Allottee(s) agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV etc. or any other value addition, then the Company shall be entitled to recover the cost on pro rata basis from the Allottee(s).

E. MAINTENANCE

1. The Allottee(s) agrees that on issuance of offer of possession/FDN (defined hereinbefore) of the Plot, whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Project/Township shall be payable by the Allottee(s). The amount to be deposited as IFMS will be intimated to the Allottee(s) by the Company. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Allottee(s) takes possession of the Plot.
2. The Allottee(s) agrees that upon offer of possession he/she/they agrees to enter into a Maintenance Agreement with the Company or association / body of Allottee(s) or any other nominee/agency/association/s as may be appointed / nominated by the Company (herein "the Maintenance Agency") for the maintenance and upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Plot) in the Project/Township and pay charges for the same based on the size of the Plot (herein "Maintenance Charges"). However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/they from their obligation to pay the Maintenance Charges and other related charges.
3. The Allottee(s) agrees that commencing from the date notified by the Company for taking over possession of the Plot he/she/they shall pay to the Company or Maintenance Agency, Maintenance Charges towards the upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Plot). The Allottee(s) understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee(s).
4. The Allottee(s) agrees to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact, whether the Allottee(s) is in occupation of the Plot or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to determine/collect the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. The Allottee(s) agrees that in case of his/her/their failure to pay the Maintenance Charges on or before the due date then the Company/Maintenance Agency is entitled to deny him/her/their maintenance services and the Company/Maintenance Agency shall also be entitled to effect disconnection of services to defaulting Allottee(s) and debarment from usage of any or all common facilities within the Project/Township. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee(s).
6. The Allottee(s) agrees that the Company / Maintenance Agency will maintain the Project till the

Allottee's Signature :

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maintenance is handed over to the Allottee(s) Association or for a period of 3 year from the date of completion of the Plot or offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of three year from the date of offer of possession, as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee(s) understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottee(s) Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Plot to the Allottee(s) and discontinue maintenance of the Project. If the Allottee(s) fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Project even after the said period of three year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottee(s) Association.

7. The Allottee(s) agrees that he/she/they will neither himself/herself/themselves do nor permit anything to be done which damages Common Areas and Common Facilities, adjoining plot/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee(s)'s IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee(s) within 30 days of such demand. However, in such an event Allottee(s) shall make further payment to maintain required balance of IFMS as applicable. The Allottee(s) shall always keep the Company indemnified in this regard.
8. The Allottee(s) agrees to form and join an Association comprising of the Allottee(s)'s of the Project/Township for the purpose of management and maintenance of the Project/Township. Only the management and maintenance of Common Area and Common Facilities of the Project/Township will be transferred to the Residential Welfare Association (herein "RWA") on such terms and conditions as the Company would deem fit and proper.
9. The Allottee(s) 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.
10. The Allottee(s) 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 Company or its nominated Maintenance Agency including terms of the Maintenance Agreements.

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

1. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, service tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Township/Plot and building to be constructed thereon by virtue of any notification or amendment in the existing laws (including any levy of any additional charges payable to the LDA/other Competent Authority(ies), any other taxation etc) and/ or any increase therein effected, on pro-rata basis. The Allottee(s) agrees and understands that if such the pro-rata demand is raised as above said on the Allottee(s), the same shall be payable by the Allottee(s) directly to the concerned government agency / Competent Authority(ies) or department concerned or to the Company as the case may be.
2. The Allottee(s) acknowledges and agrees that the infrastructure facilities / external services to be provided by LDA/other Competent Authority(ies) like water supply network, sewer, storm water drains, roads, and electricity outside the Project are to be connected with the internal services of

Allottee's Signature :

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

3. The Allottee(s) agrees that he/she/they shall always abide by all the terms and conditions of LDA /other Competent Authority(ies), if any in respect of carrying out construction on the Plot.
4. The Allottee(s) agrees that the construction on the Plot shall be carried out by the Allottee(s) in accordance with the approved building plans and specifications as may be approved by LDA or any other competent authority. The cost and expenses to be incurred in approval of plan shall be borne by Allottee(s).
5. The Allottee(s) understands and agrees to comply with the time frame if any, stipulated by LDA or any other competent authority for getting the construction to be done on the Plot.

G. SALE DEED/TRANSFER DEED

1. The Allottee(s) undertakes to execute and get registered the Conveyance /Transfer Deed in respect of Plot within 30 days from the date of intimation by the Company in writing, failing which, the Allottee(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money, interest on delayed payments etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from re-sale/re-allotment of Plot to any other party.
2. The Allottee(s) agree to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Conveyance/Transfer Deed of the Plot, at the rate as may be applicable on the date of execution and registration of the Conveyance/Transfer Deed including documentation. If the Company incurs any expenditure towards the registration of the Plot, the same shall be reimbursed by the Allottee(s).
3. The Allottee(s) agrees that prior to execution of Conveyance/Transfer Deed of the Plot he/she/they shall not assign/attorn its interest/rights of allotment, as stipulated herein without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein by the Allottee(s), upto date payment of dues under all various heads mentioned herein and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of fee(s) & such other administrative /processing fees/other charges as may be prescribed by the Company from time to time. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of this Agreement to restrict nomination /transfer/assignment of the allotted Plot by any authority, the Company will have to comply with the same and the Allottee(s) has specifically noted the same. If the Allottee(s) is either a Firm or a Company, it has also understood that the change in majority of proprietary interest in Partnership Firm/Company shall require prior approval of the Company and shall be subject to applicable transfer fee/s. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee(s) shall be construed as "Transfer" and shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee/s as may be prescribed by the Company.

4. The Allottee(s) agrees that he/she/they for any subsequent transfer of the Plot by way of sale or otherwise, after execution and registration of Conveyance/Transfer Deed, shall obtain "No Dues Certificate" from the Company as per the policy of the Company and/or the Maintenance Agency and on payment of such Administrative Charges as may be prescribed. It is clarified that the terms of this Agreement as well Conveyance/Transfer Deed to be entered with the Allottee(s) shall be binding and applicable upon the subsequent buyer of the Plot.

Allottee's Signature :

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H. INDEMNIFICATION

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

I. SEVERABILITY

The Allottee(s) agrees that if any term/s / provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the Allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

J. FORCE MAJEURE

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

K. GENERAL TERMS AND CONDITIONS

1. The Allottee(s) acknowledges that Company shall have the right to raise loan from any bank/financial institution/body corporate by way of mortgage/charge or in any other mode or manner by creating charge/mortgage of the Project/Township along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Plot and (ii) the Plot shall be free from all encumbrances at the time of execution of Conveyance / Transfer Deed.

2. The address given in this Agreement shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. posted at the address given in the Application Form/Allotment Certificate & Agreement shall be deemed to have been received by the Allottee(s).

3. The Allottee(s) shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Limited" payable at _____ only or as may be directed by the Company.

4. The Allottee(s) shall not be entitled to subdivide the Plot or amalgamate the same with any other Plot/adjoining area. In case of joint Allottee(s), each Allottee(s) share in the Plot shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.

5. The Allottee(s) agrees and undertakes to pay all rates, tax on Project/Township/Plot, municipal

Allottee's Signature :

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tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/Township/ Plot as the case may be as assessable or applicable from the date of the allotment. If the Plot is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Plot is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorized body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Allottee(s).

6. The Allottee(s) understands that he/she/they shall have no right and interest in the schools, commercial spaces etc. if any constructed in the Project/Township. Such areas shall be the property of the Company and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Allottee(s) agrees that he/she/they shall have no right to interfere in the operation, management, manner of booking/allotment/sale of such areas to any person/s and as such he/she/they shall not raise any objection in any manner whatsoever in this regard.
7. The Allottee(s) shall carry out construction on the Plot subject to that (i) it shall not cause nuisance, annoyance or cause damage to properties of other occupants in the adjoining areas, (ii) shall not obstruct/block the common areas of the Project/Township, common amenities/facilities etc of the Project/Township, and (iii) shall not stock construction material on the road or areas adjoining the Plot.
8. The Allottee(s) understands that the Project/Township will be developed/completed in phases and the Company shall also be carrying out extensive development /construction activities for many years in future. Further, the Company shall also be connecting /linking the facilities viz. electricity, water, sanitary/drainage system etc. of additional development /construction in the Project/Township across various phases in the Project/Township, which the Allottee(s) understands and agrees not to raise any objection in this regard at any time whatsoever. The Allottee(s) has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities as well as connecting/linking of facilities etc as above said.
9. The Allottee(s) agrees and undertakes to pay to the Company such amount as may be intimated by the Company towards water and Malba Charges.
10. The Allottee(s) shall at its own cost and expense directly apply for electricity connection of such permissible load as he/she/they may require from the concerned authorities for supply of electricity through Grid subject to its technical viability to the Plot and building to be constructed thereon.
11. The Allottee(s) agrees that any unilateral alteration/changes made in this Allotment Certificate & Agreement by him/her/them shall render the Agreement as "null and void" to that extent.
12. The Allottee(s) understands and agrees that in case of breach of any terms & conditions contained herein including his/her/their failure to take possession of the Plot beyond a period of 12 months from the Possession Due Date then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment/Sale deed (as the case may be) of the Plot and take over the possession of the Plot. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Plot in any manner whatsoever at its sole discretion.

Allottee's Signature :

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13. The Allottee(s) agrees that in case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale /Transfer deed of immovable property in India shall be the responsibility of the Allottee(s). The Allottee(s) understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Plot in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
14. The Allottee(s) agrees that in case of joint Allottee(s), the Company may, at its discretion, correspond with any one of the Allottee(s) which shall for all intents and purposes be considered as properly served on all the Allottee(s).
15. The Allottee(s) agrees that in case of any dispute between the co-Allottee(s), the decision from the competent court shall be honored by the Company.
16. The Allottee(s) agrees that in case of any conflict between the terms contained herein and the terms/specifications mentioned in Company's sale brochures/CD, walk through, advertisement/s and other sale document/s then the terms contained herein will prevail.
17. The Allottee(s) agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement; Maintenance Agreement etc.

L. JURISDICTION & LAWS OF INDIA

1. The Allottee(s)/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Lucknow by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee(s) agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee(s)/s agrees that notwithstanding such relationship/connection, the Allottee(s)/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.
2. The courts at Lucknow shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

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

ELDECO'S WITNESSES

Eldeco Housing and Industries Ltd.

(Authorized Signatory)

ALLOTTEE'S WITNESSES

(Allottee/s Signature)

The Allottees acknowledge that in terms of the provisions of GST Act, it has been mutually decided that the Company has already passed on the benefit of input tax credit @ 1% to him/her/they in respect of the Said Unit as discount in the basic cost of the Said Unit. Allottee undertakes that I/we shall not claim any other benefit under GST or any other law at any point of time in future in respect of allotment of the Said Unit.

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

ENDORSED IN FAVOUR OF

(Authorized Signatory)

2.

(Authorized Signatory)

3.

(Authorized Signatory)



CIN No. : L45202HR1985PLC044265

Corporate Office : 2nd Floor, Eldeco Corporate Chamber - I, (opp. Mandi Parishad), Vibhuti Khand, Gomti Nagar, Lucknow - 226 010.

Ph.: 0522-4039999 Fax : 0522-4039900 E-mail : enquiry@eldecohousing.co.in

Regd. Office : S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector-12, Faridabad (Haryana)-121007.

Ph.: 011-40655000 / 40655100 Fax : 011-40655111 E-mail : contact@eldecoproperties.com Website : www.eldecogroup.com

*Conditions Apply

F.M: MK : 63 : 00

Form No :

324

DATE : 21/11/2013

ELDECO


Samridhi

Udyan II, Raibareilly Road, Lucknow

**ALLOTMENT CERTIFICATE
& AGREEMENT**

Allottee/s : 1. _____

2. _____

3. _____

Allotment No. _____ Unit No. _____

Dated:

To



Subject: Allotment of Residential Villa in the Project namely "Eldeco Samridhi" situated at Eldeco Udayan – II, Raibareilly Road, Lucknow

Dear Sir/Madam,

Please refer to your application dated for allotment of a residential Villa in the residential Project namely "Eldeco Samridhi" (hereinafter referred to as "Project") situated within a residential township namely "Eldeco Udayan – II", Raibareilly Road, Lucknow (hereinafter referred to as "Colony") being developed by Eldeco Housing and Industries Ltd (hereinafter referred to as "Company").

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

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

VILLA DETAILS

Villa No.; Type; Category; Preferential Location Plot Area sq.ft.
(.....sq mtrs) Built-up-area sq ft. (.....sq mtrs) Basic Price: Rs. S.T. Rs.
(in words) Rupees PLC Amount: Rs. S.T. Rs.
(in words) Rupees

PAYMENT PLANS

Booking amount: Rs. (Rupees only) St. Rs.
(Paid vide Receipt no. dated))

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

DOWN PAYMENT PLAN – Plan A

i) Within 30 days of application	.....	: Rs.	S.T. Rs.
ii) Within 60 days of application	.....	: Rs.	S.T. Rs.
iii) Down payment discount	.....	: Rs.	S.T. Rs.
TOTAL		Rs.	S.T. Rs.

CONSTRUCTION LINKED PAYMENT PLAN – Plan B

i) Within 30 days of application:	.....	: Rs.	S.T. Rs.
ii) Within 60 days of application:	.....	: Rs.	S.T. Rs.
iii) On Excavation/lying of foundation:	.....	: Rs.	S.T. Rs.
iv) On reaching Lintel level:	.....	: Rs.	S.T. Rs.
v) On commencement of Ground Floor Roof slab:	.....	: Rs.	S.T. Rs.
vi) On commencement of First Floor Roof slab:	.....	: Rs.	S.T. Rs.

vii) On Start of Plumbing Work:	_____	: Rs. _____	S.T Rs. _____
viii) On commencement of Internal Plaster:	_____	: Rs. _____	S.T Rs. _____
ix) On the start of External Plaster:	_____	: Rs. _____	S.T Rs. _____
x) On the start of Flooring:	_____	: Rs. _____	S.T Rs. _____
xi) On offer of possession:	_____	: Rs. _____	S.T Rs. _____
	TOTAL	: Rs. _____	S.T Rs. _____

: NOTE :

- (a) Tentative Interest Free Maintenance Security Rs. S.T.
(IFMS) @ /- Sq.ft. on basic Plot area
- (b) Indicative Monthly Recurring Maintenance Charges (MAINTENANCE CHARGES) Rs.
S.T. Per month. One year charges to be paid in advance and balance payable through 24
advance post dated cheques at the time of registration.
- (c) Water, Sewer connection charges Rs. S.T.
- (d) External electrification charges @ Sq. ft. Rs. S.T. on Basic Land Area
- (e) Map approval/Malba and Water charges (Supervision charges) Rs. S.T.
- (f) Cable Distribution Charges Rs. S.T.
- (g) Rs. S.T.
- (h) Rs. S.T.
- (i) Administrative Charges Rs. S.T.
1. Extra Charges, which are over and above the Basic Price as mentioned above and in various clauses of this
Allotment Certificate & Agreement including the Proportionate cost of Boundary wall, Relaying of road
resurfacing and rain water harvesting any other charges towards additional facility, shall become payable within
30 days from the date of the Final Demand Notice (herein "FDN")/Offer of Possession by the Company.
2. The possession of the Villa will be given after execution and registration of the Sale/Conveyance Deed in favour
of the Allottee/s, subject to receipt of all payment(s)/charges(s) & completion of all requisite formalities:

Allottee/s Signature

Allotment Confirmed

Manager (Mktg./CC)

HOD (Mktg.)

HOD (CC)

Manager Accounts

COO

Chairman/Managing Director/Director



WHEREAS

- A. 1. The recitals, annexure/s and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires:
- Headings are for convenience only and shall not effect interpretation;
 - Words denoting the singular number shall include the plural and vice versa;
 - Words denoting any gender shall include all genders;
 - Words denoting persons shall include bodies of persons and corporations and vice versa;
 - Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
 - References to any Party shall include the party's successors and permitted assigns;
 - References to any document shall be deemed to include references to it and to its appendices, annexure, exhibits, recitals, schedules and tables as varied from time to time;
 - Documents executed pursuant to this Agreement —form part of this Agreement;
 - Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
 - Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
 - If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.
- B. The Company is developing a Project namely "Eldeco Samridhi" on a land admeasuring 12759.70 sqmtrs (hereinafter referred to as "Project") situated within a residential township namely "Eldeco Udyan - II", Raibareilly Road, Lucknow (hereinafter referred to as "Colony"). The Project is being developed on a land owned by the Company by virtue of various sale deeds and in terms of the permissions/licence(s) granted by Lucknow Development Authority (LDA) in the name of the Company.
- C. The Allottee/s acknowledges that the layout plan of the Colony is already approved by LDA and he/she they have personally seen the layout plan and he/she/they have no objection of any nature, whatsoever in respect of the layout plan of the Colony. The Allottee/s further acknowledges that the building plans of the Villa are yet to be approved by the competent authorities.
- D. The Allottee/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee/s and the Allottee/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in Colony being developed and have understood all limitations and obligations of the Company in relation thereto. The Allottee/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Villa and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Agreement and this Agreement is self contained and complete in itself in all respects.
- E. The Allottee/s has confirmed to the Company that he/she/they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Colony in general and in particular to the Villa and has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee/s has relied solely on his/her/their own judgment and investigation, while deciding to execute this Agreement.
- F. The Company, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has accepted, in good faith, its application to allot Villa in the Colony on the terms and conditions appearing hereinafter:

G. The Allottee/s understands and agrees that only after execution of this Allotment Certificate & Agreement by him/her/them the allotment shall become final and binding upon the Company. If however, Allottee/s fails to execute and return one copy of this Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company then the allotment shall be treated as cancelled at the sole discretion of the Company and the Earnest Money (defined hereinafter) paid by Allottee/s shall stand forfeited. Further the allotment shall be automatically cancelled, if the booking amount cheque is not realized after its presentation with Bank.

A. DEFINITIONS

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

"Common Areas" means the internal roads including utility corridor, landscaping, greenery and green spaces to be provided by the Company in the Project as per sanctioned lay-out.

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

"Chowkidari/Safe Keeping Charges" means the charges towards guarding the Villa against encroachments/trespassing by the third party(ies), in case Allottee(s) fails to take actual & physical possession of the Villa after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the Villa's construction.

"Colony" means a residential township namely **"Eldeco Udyan II**, developed by the Company on a land admeasuring 200.89 acres (812973.70 sqmtr) approx at Raibareilly Road, Lucknow consisting of villa/s, residential apartment building, commercial premises etc. and any other building approved by the Lucknow Development Authority ("LDA").

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

"Holding Charges" means the administrative expenses of the Company to hold the Villa, if the Allottee(s) fails to take actual & physical possession of the Villa after expiry of 30 days from the date of offer of possession.

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

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

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

"Project" means the villa/s to be developed by the Company under the name and style of **"Eldeco Samridhi"** within the Colony.

B. PAYMENTS

1. (a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any instalment / payment as per the schedules is not paid when it becomes due, the Company shall charge interest @ 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment shall automatically stand cancelled without any prior intimation to the allottee(s) and the allottee(s) shall have no lien on the Villa. In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding one months by charging penal interest @ 18% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Villa in case the Villa has not been allotted to some one else. In such a situation an alternate Villa, if available, may be offered in lieu of the same.

- (b) It is clarified that in default case, if part payment is received from Allottee(s), such payment will be first adjusted against the interest on delayed payments till date and sequentially against the earliest payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.
 - (c) The refund after deduction of Earnest Money and adjustments of interest accrued on delayed payments, if any, shall be out of the sale proceeds from the re-allotment of the Villa. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee(s).
 - d) The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Allottee(s) in case of dishonor of his/her cheque. The Allottee(s) shall be responsible for the delay caused due to such reasons.
2. (a) For Villas at Prime/Preferential Location, Prime/Preferential Location Charges (hereinafter referred to as "PLC"), as applicable, shall be payable by the Allottee(s).
- (b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan of the Project, the Villa ceases to be in a Prime/Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to any change in the layout plan of the Project, the Villa becomes located at Preferential Location, then the Allottee(s) shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.
3. In case Allottee(s), at any time, requests for cancellation of the allotment of Villa, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Villa (as applicable then), upon its re-allotment to any person(s), is received. If, for any reason, the re-allotment or the collection of consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee(s).
4. In-case the Allottee(s) wants to avail a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Villa, the Company shall facilitate the process subject to the following:
- a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
 - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provisions contained in Clause 1 as above.
 - c) In case of default in repayment of dues of the financial institution/agency by Allottee(s), the Allottee(s) authorize the Company to cancel the allotment of the Villa and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to Allottee(s). Upon such cancellation, the allottee(s) shall have no right, interest, lien in the Villa. The refund to the employer/ financing institution/agency and the Allottee(s) (after deductions/adjustments amounts as aforesaid) shall be governed by the provisions provided in Clause 1 above.
 - (d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee(s) request subject to up-to-date payments of all dues.

C. COMPLETION/CONSTRUCTION OF VILLA

1. The Allottee/s understands and agrees that the construction of the Villa is likely to be completed within a period of _____ months from date of commencement of construction with a grace period of 6 (six) months subject to the receipt of requisite building /revised building plans/ other approvals & permissions from the concerned authorities including but not limited to Ministry of Environment & Forest, Force Majeure Conditions (defined in clause J) and subject to fulfillment of the Terms and Conditions of this Agreement including but not limited to timely payments by the Allottee/s, in terms hereof. The Company shall be entitled to extension of time for completion of construction of the Villa equivalent to the period of delay caused on account of the reasons stated above. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over possession of the Villa on account of the aforesaid reasons. However, if the Allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.
2. In case the Villa is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee(s) for any reason, whatsoever, beyond its control, the Company may offer an alternate Villa approximately of the same type/specification and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Villa, the Company may refund only the actual amount received from the Allottee(s) till then without any damages/compensation or interest to the Allottee(s), whatsoever. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Villa or alternate Villa.
3. The Allottee(s) acknowledges that subject to the terms and conditions of this Application Form/Allotment Certificate & Agreement, in case of any delay (except for Force Majeure conditions in clause J, and conditions as mentioned in clause C1) by the Company in completion of construction of the Villa and consequently there is delay in offer of possession of the Villa, the Company shall pay suitable compensation @ Rs. 5/- (Rupees five/-) per sq. ft of the built up area of the Villa per month or any part thereof only to the first named Allottee and not to anyone else till the date of FDN provided the Allottee(s) is not in default/breach of the terms and conditions set out in the Allotment Certificate & Agreement. The Allottee(s) agrees and confirms that the compensation herein is mutually negotiated and is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of sale /transfer deed of the Villa, to the Allottee(s) first named.
4. The Company, if for any reason(s) including but not limited to abandoning of the /Project and/or non sanction of the building plan of villa, as the case may be, is not in a position to finally allot/transfer the Villa applied for, then Allottee(s) authorizes the Company to refund the entire amount paid by Allottee(s) without any interest and consequently the Allottee(s) shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Villa and in the Project. The Allottee(s) irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Villa or claim any other damages/compensation on this account.
5. The final Plot area and the Built-up area of the Villa will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the Plot/Built-up area varies upto 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Villa and in case Plot/Built-up area varies beyond 10% then the current rate shall be applicable on the entire varied area. It is clarified that neither party is liable to pay any interest on amounts so calculated which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party.

The Allottee(s) agrees to deliver to the Company written consent or objections to the area variation within thirty (30) days from the date of intimation by the Company. In case the Allottee(s) does not send his/her/their written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in

writing indicating his/her/their non-consent/objections to such variation then in such case alone the Company may at its sole discretion decide to cancel the Allotment Certificate & Agreement without further notice and refund the entire money received from the Allottee(s) without interest. Upon the decision of the Company to cancel the allotment of Villa, the Company shall be discharged from all its obligations and liabilities under the Allotment Certificate & Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Villa. The terms of refund as mentioned in Clause B (3) under headings "Payments" will apply except forfeiture of Earnest Money.

6. (a) The built-up area of the Villa shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Villa. Built-up-area will include 100% of balcony area, 100% of that part of the terrace area which is covered by projection at slab level, and 50% of all projections.
- (b) The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to popular demand or for reasons of overall betterment of the Project/Villa or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard from the allottee(s).
7. Service Tax on Villa/PLC/Other Charges and/or construction/development of the Villa will be separately and proportionately borne by the allottee(s) over and above Basic Price. The service tax as mentioned in the allotment certificate & agreement is subject to change in case of any revision in service tax by Central Government.
8. The Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Villa shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Villa.
9. The Company may provide additional facilities in the Project like communication/intercom system, broad band, cable TV and any other facility/ies etc. on extra payment and the same shall be proportionately borne by the Allottee/s.
10. The Company's responsibility to rectify any construction defect in the Villa is restricted only for period of one year from the Possession Due Date (defined below) of the Villa. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Allottee(s) due to such defects. Provided further that if any defect is found to have been caused due to negligence of the Allottee(s) or his/her/their agent(s) or due to Force Majeure Conditions (defined hereinafter), then the Company shall not be liable for the same.
11. The Allottee/s agrees that the construction cost component as included in the cost of the Villa will be based upon the market rate of construction as applicable on the date of allotment. Any variation in the cost of materials/labour/s etc. during the course of construction, as determined by the CPWD/Govt. of India cost index, shall be borne by the Allottee/s on pro-rata basis. The construction cost component of the Villa is deemed to be Rs. _____ /-(Rupees _____) per sq. ft. of the Built up area

D. POSSESSION

1. Upon the completion of construction of the Villa excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee(s). Final Finishing means & includes painting, (internal & external), fixing of CP fitting, fixtures, electrical switches, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee(s) that the Final Finishing of the Villa will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.

2. (a) The possession of the Villa will be given after execution of Transfer/Sale Deed, subject to (a) Force Majeure Conditions, and, (b) Payment of all the amounts due and payable by the Allottee(s) upto the date of such possession including Interest Free Maintenance Security ("IFMS") (defined hereinafter), Monthly Recurring Maintenance Charges ("Maintenance Charges") (defined hereinafter), Maintenance Charges, stamp duty and other charges etc. to the Company.
- (b) The Allottee(s) has to make up- to- date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, The Allottee(s) has to take possession of the Villa within 60 days of the written offer of possession or Final Demand Notice (hereinafter referred to as "Said Period") from the Company failing which the Villa will lie at the risk & cost of the Allottee(s). In other words, possession of the Villa shall become due on the date of expiry of the Said Period (hereinafter referred to as "Possession Due Date"). The Allottee(s) understands & agrees that the IFMS, Maintenance Charges, Holding charges, Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession which ever is earlier, whether or not the Allottee(s) takes possession of his/her/their Villa.
- (c) In the event of Allottee(s) fails to take over the possession of the Villa beyond 3 (three) months from the Possession Due Date, then besides the levy of applicable Holding charges, Chowkidari charges, IFMS, Maintenance Charges, other charges etc. the Villa shall be handed over to the Allottee(s) on "as is where is" basis. The Allottee(s) further agrees not to raise any claim, dispute etc in this regard at any time (present or future) whatsoever.
3. The Allottee(s) upon taking possession of the Villa shall not raise any dispute and/or make any claim, whatsoever, in respect of the Villa against the Company and shall be entitled to use and occupy the Villa for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee(s) has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favour.
4. In case of Allottee(s) failure to take possession of the Villa after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs. 5 per sqft. per month and Chowkidari/Safe Keeping Charges @ Rs.2.50/- per sqft. per month respectively of the Built up area of the Villa till the date of actual possession of the Villa.
5. The Allottee(s) agrees and undertakes to sign the standard format of Possession document(s), Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee(s) shall pay charges towards, IFMS, Maintenance Charges, stamp duty and other charges etc. at the time of offer of possession/FDN.
6. The possession date of the Villa as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment(s) and other charges under various heads mentioned herein shall become due immediately.
7. The Allottee(s) shall pay in respect of his/her/their Villa all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro-rata basis from the Allottee(s).

E. MAINTENANCE

1. On offer of possession of the Villa, , IFMS toward the maintenance and upkeep of the Villa/Project shall be payable by the Allottee/s to the Company. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 15 days from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his/her Villa. In case of delay in payment of IFMS within this period, interest @18% p.a. shall be charged for the period of delay.

2. The Allottee(s) upon offer of possession agrees to enter into a maintenance agreement with the Company or any association / body of Villa owners or any other nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as "the Maintenance Agency") from time to time for the maintenance and upkeep of the Project. However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of the Villa, as aforesaid, the Allottee(s) agrees to pay to the Company or its maintenance agency, Maintenance Charges/IFMS to be determined at the said time on the basis of size of the Villa. The Allottee(s) understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee(s).
4. The Allottee(s) is liable to pay monthly/quarterly/yearly Maintenance Charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact whether the allottee(s) is in occupation of the Villa or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. In case of failure of the Allottee(s) to pay the Maintenance Charges on or before the due date, the Company shall have the right to recover the same from the IFMS. However, in such a case interest @ 18% p.a. will be payable by the Allottee on the deficit amount of IFMS, from the date of its withdrawal till the date of its replenishment to the required amount of IFMS. Further, the Allottee(s) shall at all times maintain the required amount under the IFMS. Further, if the IFMS falls insufficient for the recovery of Maintenance Charges, the Company / Maintenance Agency in addition to levy of interest @ 18% p.a. for the period of delay shall also reserves the right to deny the Allottee(s) maintenance services and the Company/ Maintenance Agency /Allottee's Association will be entitled to effect disconnection of services to defaulting allottee(s) that may include disconnection of water/sewer, etc and debarment from usage of any or all common facilities within the Project/Colony. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
6. The Company/Maintenance Agency shall maintain the Project till its maintenance is handed over to the Allottee/s Association or for a period of 1 year from the date of offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of one year from the date of offer of possession as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Villa to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Project even after the said period of One year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association.
7. It shall be incumbent on each allottee to form and join a common Association comprising of the Allottees for the purpose of management and maintenance of the Project.

8. The common lawns and other common areas in the Colony 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 such events and small functions, the same shall be used on payment basis.
9. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency for effective and smooth services.
10. The maintenance of Villa including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee(s) from the date of possession or Possession Due Date, whichever is earlier.

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

1. The Allottee(s) shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Colony/Villa or any construction carried thereon by virtue of any notification or amendment in the existing laws including, water charges, water & sewer connection charges or levy of any additional charges payable to LDA/Other Competent Authority(ies) or any other taxation, on pro-rata basis.
2. The Company shall be responsible for providing Basic Infrastructure Work. The Allottee(s) acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/LDA/other Competent Authority(ies) in the Colony are beyond the control of the Company and the Allottee(s) agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee(s) that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also for effects of such delay and inadequacy on the performance of internal infrastructure within the Project provided by Company.
3. The Allottee/s agrees that he/she/they shall always abide by all the terms and conditions of LDA and/or competent authority (ies), if any in respect of the Colony/Project/Villa.
4. The Allottee/s agrees and understands that all the terms and conditions of LDA for allotment/development of Colony/Project/Villa is to be developed shall be mutatis mutandis binding upon him/her/them.
5. The Allottee/s are permitted to carry out any additional construction on the Villa at its own cost and expenses subject to (i) approval of building plans and specifications by LDA/other competent authorities, (ii) issuance of No Objection Certificate and payment of prescribed charges by/to the Company, (iii)

G. SALE DEED/TRANSFER DEED

1. The execution of Transfer/Sale Deed of Villa shall be subject to up to date payment of all the amounts due and payable by the Allottee(s) including IFMS, Maintenance Charges & stamp duty and other charges etc. to the Company. The Allottee(s) undertakes to execute and get registered the Transfer/Sale deed in respect of the Villa within 30 days from the date of intimation by the company in writing, failing which, Allottee(s) authorize the Company to cancel the allotment and forfeit the Earnest Money, delayed money interest, Holding charges, Chowkidari charges or any other due etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from re-sale/re-allotment.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sale/Conveyance Deed of the Villa, at the rate as may be applicable on the date of execution and registration of the Transfer/Sale/Conveyance Deed including documentation shall be borne by the Allottee(s) only. If the Company incurs any expenditure towards the registration of the Villa, the same will be reimbursed by the Allottee(s).

3. Prior to execution of Sale/Transfer Deed, any interest/rights in allotment, as stipulated herein shall not be assigned by the Allottee(s) without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee(s), up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of allotment to restrict nomination / transfer / assignment of the allotted Villa by any authority, the Company will have to comply with the same and the Allottee(s) has specifically noted the same. If the Allottee(s) is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/company will require prior approval of the company and shall be subject to applicable transfer charges. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee(s) shall be construed as "Transfer" & shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company.
4. For any subsequent transfer of the Villa by way of Sale or otherwise by the Allottee(s), after execution and registration of Sale/Transfer Deed in his/her/their favour; the Allottee shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and payment of such Administrative Charges as may be prescribed, as the case may be.

H. INDEMNIFICATION

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

I. SEVERABILITY

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

J. FORCE MAJEURE

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

K. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd.A/D letter. All demand, notices, letters etc. posted at the address given in the application form/allotment certificate & agreement shall be deemed to have been received by the allottee(s).
2. The Allottee(s) acknowledges that the Company shall have the right to raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the Project / Villa, subject to condition that (i) the Company shall obtain no objection certificate ("NOC") from the said bank/financial institution/body corporate with respect to the allotment of the Villa and (ii) the Villa shall be free from all encumbrances at the time of execution of Sale/Transfer Deed.
3. The Allottee(s) shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Housing & Industries Ltd." payable at Lucknow or as may be directed by the Company.
4. The Allottee(s) shall not use or allow to be used the Villa for any purpose other than residential or undertake any activity that may cause nuisance to other allottee(s) in the Colony.
5. The Allottee(s) shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the common areas, common amenities/facilities etc. of the Project.
6. The Allottee(s) upon taking possession or after Possession Due Date of the Villa, shall have no claim against the Company in respect of any item or work in the Villa or for any design, area, specifications, location, building materials used or for any other reason, whatsoever and he/she/they shall be entitled to the use and occupy of the Villa for residential purposes without any interference but subject to the terms and conditions, contained herein.
7. The Allottee(s) shall not be entitled to subdivide the Villa or amalgamate the same with any other Villa/adjoining area without written consent of the Company. In case of joint Allottees, each Allottee's share in the Villa shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein at any point of time.
8. The Allottee(s) will have to pay all rates, tax (including but not limited to VAT) on Project/Villa, municipal tax, property taxes, wealth tax, service tax, fees or levies or taxes of all and any kind by whatever name called, whether levied or leviable now or in future or retrospectively by the Government, municipal authority or any other governmental authority on the Project/Villa as the case may be as assessable or applicable from the date of the allotment. If the Villa is assessed separately the Allottee(s) shall pay directly to the Governmental Authority and if the Villa is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Company and demand shall be final and binding on the Allottee(s). Additionally, if any additional taxes, cess by any Government or authorised body is levied/imposed on the Company after the date of allotment including increase in service tax, VAT etc. same be proportionately passed and payable by the Allottee(s).
9. The Allottee(s) acknowledges that he/she shall, on taking possession or Possession Due Date of the Villa, have no right to object to the Company constructing or the construction done by other Allottee(s) in a reasonable manner, adjoining the Villa. The Allottee(s) shall not object to any consequences of such increase in construction in the adjoining area or in reduction in green area etc.
11. The Allottee(s) shall not have any right in any commercial premises, shops, etc, if any constructed in the Colony. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee(s) shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, etc. to any person(s) and also in their operation and management.

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12. The Allottee(s) shall get exclusive possession and title of the Villa Allotted herein through Sale/Transfer deed. The Allottee(s) shall have no right, interest & title in the remaining part of the Colony such as, except the right of usage of common passage/roads/Common Areas, as defined herein above, and carved out in the Colony as per sanctioned lay out plan.
13. The Allottee(s) acknowledges that in case of breach of any terms & conditions contained herein then besides & without prejudice to Company's rights available herein/under law, the Company shall have right to cancel the allotment of the Villa. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Villa in any manner whatsoever at its sole discretion.
14. The Allottee(s) acknowledges that any alteration/changes made in the Allotment Certificate & Agreement by him/her/them shall render this Allotment Certificate & Agreement as "null and void" to that extent.
15. The Allottee(s) agrees & understands to pay to the Company amounts as may be intimated by the Company towards Malba Charges, water charges, water & sewer connection charges, External Electrification charges, Administrative Expenses etc.
16. In case of application(s) with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed to have been made and communicated to other co allottee.
17. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment(s), modification(s) made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sale/ Transfer deed of immovable property in India shall be the responsibility of the Allottee(s). The Allottee(s) understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & agreement, allotment of the unit in any way and the Company shall issue the payment receipts in favor of Allottee(s) only.
18. In case of any dispute between the co-allottee(s), the decision from the competent court shall be honored by the Company.
19. The Company's sale brochures/CD walkthrough, advertisement(s) and other sale document(s) are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specification.
20. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s), other sale document(s) and application form, then the terms contained herein will prevail.
21. The Allottee(s) will have to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement.

L. COPIES OF THE AGREEMENT

Two sets of this agreement are being executed on a non-judicial stamp paper of Rs. 100/- and the Company shall retain one copy for reference and record and the Allottee/s shall retain another one.

M. JURISDICTION & LAWS OF INDIA

1. The Allottee/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this 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 the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996. The Arbitration proceeding shall be held at an appropriate location in Delhi by the sole arbitrator who shall be appointed by the Company and whose decision shall be binding and final upon the parties, the Allottee agrees that he/she/they shall not have any objection to this appointment, even if the person so appointed, as the sole arbitrator, is an employee / advocate of the Company or is otherwise connected to the Company and the Allottee/s agrees that notwithstanding such relationship/connection, the Allottee/s shall have no doubts as to the independence or impartiality of the said sole Arbitrator.
2. The courts at Lucknow shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

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

ELDECO'S WITNESSES

Eldeco Housing and Industries Ltd.

1.....

(Authorised Signatory)

ALLOTTEE'S WITNESSES

1.....

(Allottee's Signatory)

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

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

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

ENDORSED IN FAVOUR OF

1. _____

(Authorised Signatory)

2. _____

(Authorised Signatory)

3. _____

(Authorised Signatory)