

APPLICATION FORM

To,

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

Dear Sir,

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

- 1) The Applicant/s is aware that Lucknow Industrial Development Authority (herein "**LIDA**") has granted Permit no. 1213-1215 dated 08/10/2013 and Permit No 424 dated 2/11/2015 to set up residential plotted township on the land admeasuring 43.3 acres, situated at Bijnore Road, Lucknow ("**Total Land**") to Eldeco Housing and Industries Limited ("**Promoter**")
- 2) The Promoter on the Total Land has developed/is developing a residential township under the name and style "**Eldeco Shaurya**" ("**Township**") which inter - alia includes plotted development, independent built-up Villas, commercial spaces, schools, parks, utilities and common services and facilities therein.
- 3) The Promoter is now developing a plotted residential colony on the land admeasuring 2921.22 sqmtr, (herein "**Said Land**") forming part and parcel of Total Land by the name of "**Eldeco South Block**" ("**Project**") comprising of 13 nos. independent built up Villas . The Promoter has informed that LIDA vide Permit No 718 dated 27/2/2018 has approved the layout of the Project more particularly described in **Schedule B**.
- 4) The Allottee acknowledges and agrees that the Project is integral and indivisible part of the Township and the allottee/s of Township/Project shall have similar right & interest in respect of the Common Areas and Facilities.
- 5) The Said Land is owned by Ms/ Swarg Constructions Pvt Ltd and Ms/ Samarpit Constructions Pvt Ltd, vide sale deed(s) duly registered at the office of the Sub-Registrar, Lucknow. The aforesaid owners of the Said Land have entered into Consortium agreement with the Promoter. The date and registration detail of the aforesaid Sale deed and Consortium Agreement are described in **Schedule C**.
- 6) The Promoter has registered the Project under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the Authority has granted Registration on _____ vide registration bearing no. **UPRERAPRJ**_____.
- 7) The Applicant/s have demanded from the Promoter and the Promoter has given inspection to the Applicant/s and displayed at its offices all available approvals/permissions, including the approved layout plan of the Project/Township as applicable to the Project. The Promoter has, as on date, obtained the Approvals as listed in **Schedule D**. The said Approvals are available at site and Head office of the Promoter.
- 8) The Promoter has informed the Applicant/s that it will be entitled to use the Common Areas & Facilities on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of Applicant/s, which will comprising of Applicant/s of the Township and Project (herein "**Association**").
- 9) The Applicant/s hereby applies for booking of a residential Villa in the Project as detailed in **Schedule A** (hereinafter referred to as **Villa**) for such Total Sale Consideration/Cost of Property as specified in **Schedule E**.
- 10) The Applicant/s acknowledges that at the time of submitting and executing this booking application form by the Applicant/s to the Promoter, the Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule agreed between the parties and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule A**. The detailed payment schedule and list of other charges is provided in **Schedule E**.
- 11) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the Villa and understood the rights and obligations detailed herein.

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

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

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SECOND APPLICANT

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

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SECOND APPLICANT

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

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

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

Bank account details for refund [in case of non-allotment of the Villa or any other reason] Name of account holder: _____

Bank account number: _____ Bank name: _____ Branch location: _____ City: _____
MICR Code: _____ IFSC Code: _____

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SCHEDULE A

DETAILS OF VILLA

1.	Details of the Villa	Villa No. , Allot. No. ESB/
2.	Area of the Villa* (in sqmtr)	sq.mtr.
3.	Built Up Area of the Villa (in Sqmtr)	
4.	RERA carpet Area of the Villa ¹	
5.	Payment Plan	<input type="checkbox"/> Construction Linked Payment Plan <input type="checkbox"/> Down Payment Plan
6.	Date of offer of Possession ^{##}	Within ____ months from the date of allotment
7.	Payment Schedule	Schedule ____
8.	Deposit, outgoings and other charges	Schedule ____
9.	Initial token amount / Application Money	Rs. /- ()
10.	Details of payment of Initial token amount	Dated
11.	Payments to be made in favour of	Bank A/c Name: Eldeco Housing & Industries Ltd. Bank Name : _____ Bank Account No. : _____ IFSC code : _____
12.	Interest for delayed payments	10% per annum or as per Applicable Laws

* Area measurement is approximate and subject to variation.

¹"Carpet Area" means the net usable floor area of Villa, excluding the area covered by the external walls, areas under Projections (@ 50%), but includes the area covered by the internal partition walls of the Villa.

^{##} Subject to terms and condition mentioned in this Agreement to Sale.

Note:

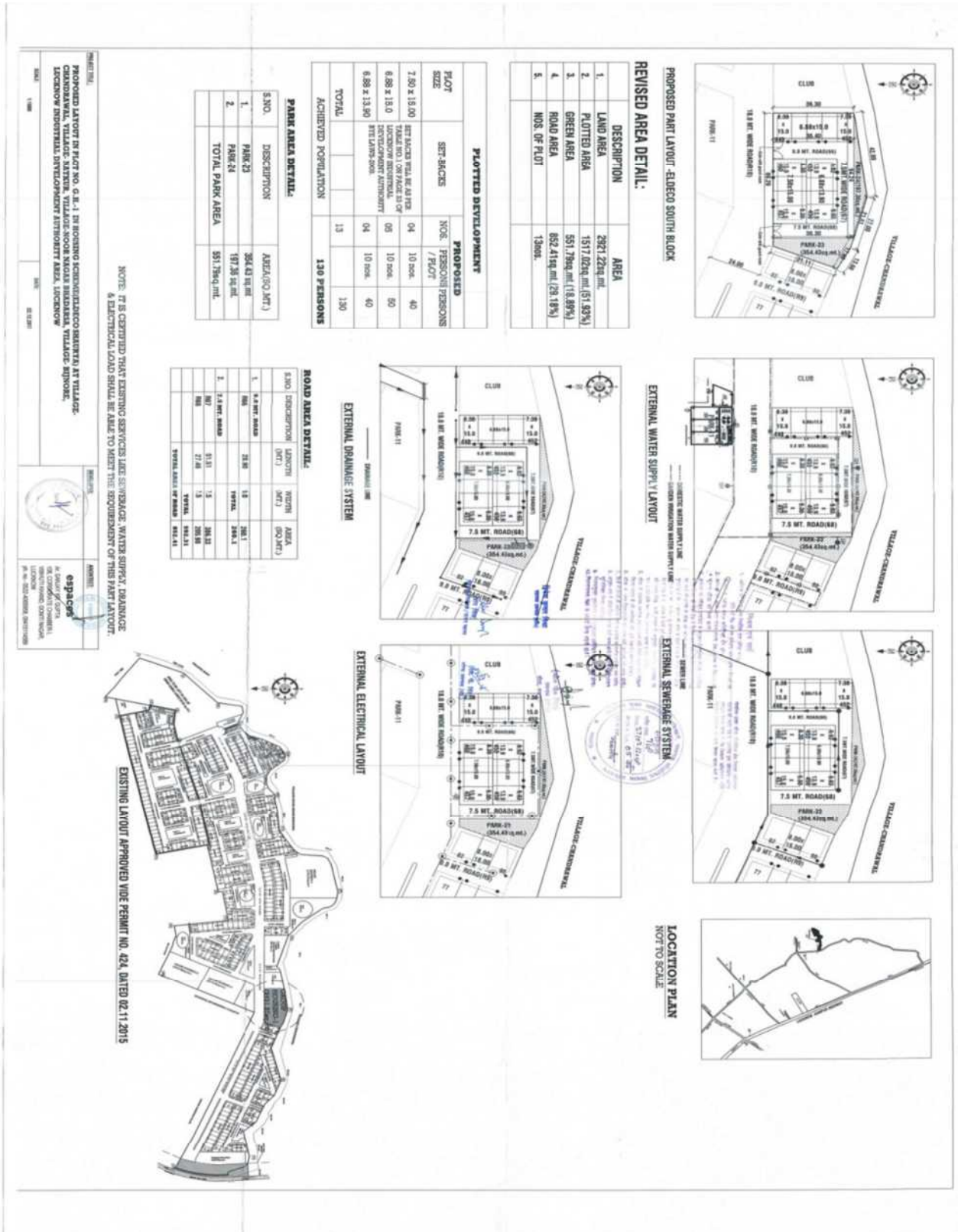
In case of electronic transfer, the Applicant/s shall inform the Promoter of the transfer in writing.

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

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SCHEDULE -B APPROVED LAYOUT OF PROJECT



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SCHEDULE –C
DETAILS OF THE SALE DEED OF THE SAID LAND

SR. NO.	NAME OF THE PURCHASER	KHASRA NO.	AREA TAKEN (in hectares)	SALE DEED NO.	DATE OF LAND TRANSACTION	VILLAGE
1	Swarg Consructions Pvt Ltd	848	0.253	14715	18.12.2018	Chandrawal
2	Samarpit Constructions Pvt Ltd	627	0.253125	15144	19.10.2011	Natkur
3	Samarpit Constructions Pvt Ltd	627	.0506	4048	06.03.2012	Natkur
4	Samarpit Constructions Pvt Ltd	627	.10125	19201	30.10.2012	Natkur
			0.657975			

Details of Consortium of Said Land

Consortium Agreement	Jild No.3, Pages-45 to 62, S.No.63, Dated- 10.08.2018
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SCHEDULE –D
APPROVALS

Sr. No.	List of approvals	Date
1.	Approval for Township and Permit no. 1213-1215 and Permit No 424	08/10/2013 and 2/11/2015 respectively
2.	Approval for Project i.e Permit No 718	27/2/2018
3.	Environment Clearance	31/7/2014
4.	Pollution Clearance	1/10/2013
5.	RERA Registration Number	Registration no. – UPRERAPRJ _____ Web link: http://www.up-rera.in

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SCHEDULE –E
COST OF PROPERTY AND PAYMENT SCHEDULE

Total Price Payable

1(a)

Particulars	Amount (in Rs.)
Basic Sale Price of the Villa	Rs. /- (Rupees)
Preferential Location Charges (PLC)	Rs. /- (Rupees)
Club Membership Charges of Club Shaurya	Free of Cost
Total Basic Cost	Rs. /- (Rupees)

Maintenance related charges/security/other charges to be paid before possession of the Villa and are over and above the Total Basic Cost mentioned above.

- Interest Free Maintenance Security (IFMS) @ **Rs.15/- per sq. ft.** for the Villa i.e. **Rs. _____ /-.**
- The indicative maintenance charges are @ **Rs.1/- per sq. ft** per month on the Villa area for the Villa. Also, 36 Months Advance Maintenance Charges amounting to **Rs. _____ /-** has to be paid in advance at the time of offer of Possession. Please note that the above indicative maintenance charges has been derived on the basis of cost, as on January, 2019. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Villa, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance
- In addition to above Holding Charges @ **Rs. 5/- psft** per month of the Carpet Area and Safeguarding charges @ **Rs. 2.5/- psft** of the Carpet Area (if applicable).

Payment Schedule

☐ Construction Linked Payment Plan

☐ Down Payment Plan

Construction Linked Payment Plan					
Particulars		Date	Cost	PLC	GST
At the time of booking	5%				As Per Govt. Norms
Within 45 days of booking	5%				As Per Govt. Norms
Within 90 days of booking	10%				As Per Govt. Norms
Within 120 days of booking	10%				As Per Govt. Norms
On excavation/laying of Foundation	10%				As Per Govt. Norms
On Reaching of Lintel Level	10%				As Per Govt. Norms
On Commencement of Ground Floor	15%				As Per Govt. Norms

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On start of Plumbing Work	10%				As Per Govt. Norms
On commencement of Plaster	10%				As Per Govt. Norms
On Start of Flooring	10%				As Per Govt. Norms
On offer of possession	5%				As Per Govt. Norms
TOTAL:					As Per Govt. Norms

Down payment Plan					
Particulars		Date	Cost	PLC	GST
At the time of booking	10%				As Per Govt. Norms
Within 45 days of Booking	82%				As Per Govt. Norms
Rebate	8%				As Per Govt. Norms
TOTAL:					As Per Govt. Norms

NOTE:

1. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.
2. In the event of delay in payment of Cost of Property and/or incase the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @10% per annum or as per applicable from the date such amounts fall due till realization of payments by the Promoter.
3. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the Villa and/or the transaction contemplated herein and/or in respect of the Cost of Property and/or the other amounts shall be payable by the Applicant/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicant/s. The statutory deposits to be additionally paid by Promoter to Competent Authorities towards electricity, water and other facilities at the Project shall be payable by the Applicant/s on a pro-rata basis as and when demanded by Promoter/ Competent Authority. The Applicant/s shall pay interest/ penalty/ loss that may be incurred by the Promoter on account of his/her failure and/ or delay to pay such taxes, levies, cess, statutory charges etc.
4. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement For Sale and Conveyance/Sale Deed of the Villa and Sale Deed of the Common Areas & Facilities (defined hereinafter) to the Association shall be payable by the Applicant/s.
5. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant/s.

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SCHEDULE –F
SPECIFICATIONS OF THE VILLA

STRUCTURE		
Earthquake Resistant Structure		Combination of RCC Frame and Load bearing brick structure.
External Wall Finish		Cement paint/Texture Finish
Internal Wall Finish		Oil Bound Distemper on walls and Ceiling
Flooring		Vitrified tiles in Drawing, Dinning and Bedrooms, Ceramic tiles in Store/Study
Doors		Hard wood Frame with Flush door shutter in paint/polish/skin moulded/flush doors.
External Doors and Windows		Power coated/Anodized Aluminium/GI/wooden frame with Aluminium/Wooden Shutters Glazing.
Hardware		Good quality/handles and fittings.
KITCHEN		
Walls		Combination of Ceramic tiles upto 2' above the counter and oil bound distemper in the balance area.
Flooring		Vitrified tiles/Ceramic Tiles/Stone
Counter		Granite/Marble/Baroda Green
Fittings and Fixtures		Good quality C.P. Fittings, SS Kitchen sink single bowl and drain board.
TOILETS		
Walls		Combination of Designer ceramic tiles upto 7", oil bound distemper.
Flooring		Ceramic tiles/stone.
Counter		Granite/Marble/Baroda Green with ceramic wash basin.
Fittings and Fixtures		Superior Quality C.P. Fittings, English type WC in white/pastel shade, Wash Basin, Mirror and Towel rod. One toilet with Type WC.
Electrical		Modular switches and sockets; copper wiring (fittings like fan, light, exhaust, geysers and appliance etc. not provided).
BALCONIES AND TERRACES		
Flooring		Ceramic tiles/Stone
Ceiling		Exterior Piant
Staircase and Drive Way		Kota Stone/Tiles/Pavers Blocks/Combination of stone/Concrete
Roof Terrace		Brickbat Coba/equivalent treatment.

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

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

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Schedule G

TERMS AND CONDITIONS

A. APPLICATION TERMS AND CONDITIONS

1. ELIGIBILITY FOR APPLICATION

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

2. APPLICATION PROCEDURE

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

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3. WITHDRAWAL OF APPLICATION AND CANCELLATION

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

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

1. DEFINITIONS

"Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

"Applicable Laws" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives, guidelines, policies etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Agreement or thereafter.

"Approvals" shall mean and include any permit, permissions, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.

"Authority" means Uttar Pradesh Real Estate Regulatory Authority.

"Competent Authority" means any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Township [defined hereinafter] and/or the Project [defined hereinafter].

"Common Areas and Facilities" means such areas and facilities in the Township/Project which are meant for common use, enjoyment and access of the Applicant/s(s) at the Township/Project, viz parks, roads, green areas etc (but excludes areas therein which are to be reserved / restricted for any other Applicant/s / right-holder at the Township/Project or otherwise transferable by the Promoter to the third parties. It is clarified that the Club & Schools situated in the Township are explicitly excluded from the definition of Common Areas & Facilities and the same are transferable by the Promoter to third parties on the terms it deem fit and proper.

"Cost of Property" shall mean the Said Amount mentioned in **Schedule E**

"Earnest Money/Booking Amount" 10% of the Cost of Property shall be construed as Earnest Money.

"Final Finishing" shall mean final coat of the paint of the Villa [defined hereinafter], installation of toilet fixtures and fittings, door handles and final cleaning of the Villa.

"Force Majeure Events" shall mean (a) flood, drought, fire, cyclone, earthquake or any other calamity by nature effecting the regular development of the Project (b) war, civil commotion or act of God; (c) any notice, rule, notification of the Government and/or other public or competent authority/court; (d) non availability of the materials or labour; and (e) Court orders, Government policy/ guidelines, decisions affecting the regular development of the Project (f) disruption by any civic unrest and (g) any reason beyond the reasonable control of the Promoter.

"Government" means the Government of the State of Uttar Pradesh or any relevant Government.

"Hazard" means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project /Township or to the environment in and around the Project/Township.

"Non Refundable Amount" shall collectively mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on deed of cancellation of the Agreement to Sale, if Agreement to Sale is registered and (v) administrative charges as per company policy; (vii) any other taxes, charges and fees payable by the Promoter to the government authorities included but not restricted to the Pass Through Charges [defined hereinafter].

"Pass Through Charges" shall mean all charges, fees, taxes/duties, impositions as may be levied by the

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Competent Authority, such as GST, property tax, , krishi kalyan cess, swachh bharat cess, or any future increase thereof or imposition by Competent Authority.

"Holding Charges" shall mean the administrative costs incurred by the Promoter to hold the Villa, if the Applicant/s/s fails to take actual & physical possession of the Villa after expiry of the period specified in the Offer Letter.

"Villa" shall mean the Villa described in **Schedule A**

"Regulations" mean the Regulations made under the Real Estate (Regulation and Development Act, 2016

"Rules" means Real Estate (Regulation and Development) Rules, 2017 for the State of Uttar Pradesh.

"Rule" means rule of Rules.

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

"Section" means a section of the Act.

2. TERMS:

2.1.1 Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Applicant/s and the Applicant/s hereby agrees to purchase the Villa on the terms and conditions specified herein.

2.1.2 The Cost of Property, other charges, payable by the Applicant/s for transfer of the Villa in his/her/its favour and token amount/application money already paid by the Applicant/s at the time of the Application are mentioned in **Schedule E** hereto.

Explanation:

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

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- 2.2 The benefit of input tax credit as stated under section 171 of The Central Goods and Service Tax Act, 2017 had been considered in the Cost of the Property of the Villa. The quantum of duties and taxes has been calculated accordingly. The Applicant/s has understood the same and shall not raise any objection in this regard.
- 2.3 The Cost of Property is escalation-free, save and except the charges which the Applicant/s agrees to pay and stated herein and escalations/increases/impositions due to increase in carpet area of the Villa, increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ local bodies/Government from time to time, including but not limited to EDC, IDC, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Competent Authority/ local bodies/Government (“**Additional Charges**”) and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time
- 2.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Applicant/s by discounting such early payments at a rate to the Promoter for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Applicant/s by the Promoter provided that the Applicant/s complies with the terms of the Agreement/Application.
- 2.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications described herein at **Schedule B** and **Schedule F** respectively in respect of the Villa without the previous written consent of the Applicant/s as per the provisions of the Act.
Provided that the Promoter may make such minor additions or alterations as may be required by the Applicant/s, or such minor changes or alterations as per the provisions of the Act.
- 2.6 The Promoter shall conform to the final carpet area of the Villa allotted to the Applicant/s after the construction of the building is complete by furnishing details of the changes if any in the Carpet Area. The Cost of Property payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area then the Promoter will adjust the excess money paid by Applicant/s against the next due milestone of the Payment Plan as provided in **Schedule E**. If there is an increase in the carpet area of Villa allotted to Applicant/s then the Promoter may demand that from the Applicant/s as per the next milestone of the payment plan as provided in **Schedule E**. All these monetary adjustments shall be made at the same rate per square meter/foot.
- 2.7 The Promoter agrees and acknowledges that, the Applicant/s shall have the right to the Villa as mentioned below:
- a) The Applicant/s shall have exclusive ownership of the Villa.
 - b) The Applicant/s shall also have a right in the Common Areas and Facilities. The Applicant/s shall use the Common Areas and Facilities along with other occupants of the Township/Project without causing any inconvenience or hindrance to them.;
 - c) The Applicant/s has the right to visit the Project site to assess the extent of development of the Project and his/her Villa. The Promoter discourages such kind of visit by the Applicant/s and his/her family members due to the risks involved at construction site. If at all the Applicant/s decides to visit the site, he/she shall only do so after intimating the Promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Applicant/s and his accompanying persons while visiting the site.
- 2.8 The Promoter agrees to pay all outgoings before transferring the physical possession of the Villa to the Applicant/s, which it has collected from the Applicant/s, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authority, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Applicant/s or any liabilities, mortgage loan and interest thereon before transferring the Villa to the Applicant/s, the Promoter agrees to be liable, even after the transfer of the Villa to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 2.9 The Applicant/s hereby agrees to pay the remaining price of the Villa as prescribed in the Payment Plan [**Schedule E**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

3 MODE OF PAYMENT

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

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1 The Applicant/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.2 The Promoter accepts no responsibility in regard to matters specified in Para 4.1 above. The Applicant/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Applicant/s subsequent to the signing of the Agreement, it shall be the sole responsibility of the Applicant/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Applicant/s and such third party shall not have any right in the application/allotment of the Villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Applicant/s only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

6. TIME IS ESSENCE:

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

7. CONSTRUCTION OF THE PROJECT/ VILLA:

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- 7.1 The Applicant/s has seen the layout plan, specifications, amenities and facilities of the Villa and accepted the floor plan, payment plan and the specifications, amenities and facilities which have been approved by the Competent Authority, as represented by the Promoter. The Promoter shall develop the Villa/Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authority and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 7.2 The Promoter has informed the Applicant/s that it might be in future applying for license to develop residential township on land contiguous to the Project/Township in accordance with the Applicable Laws and shall be linking their services and facilities viz road network, water supply, drainage, sewer and sewer treatment, electricity supply systems, community Villas/ sites, Common Areas And Facilities etc. with each other, to which the Applicant/s hereby expressly gives his/her consent at this stage only

8. POSSESSION OF THE VILLA:

a. Schedule for possession of the Villa-

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

8.2 Procedure for taking possession

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

8.3 Failure of Applicant/s to take Possession

- a. The Applicant/s in case fails to take possession of the Villa within such date as mentioned in the Offer Letter, then Villa shall lie at the risk and cost of the Applicant/s and the possession of the Villa shall be deemed to have taken by the Applicant/s on the expiry of date stipulated in the Offer Letter. The maintenance charges shall commence from the MRMC Commencement Date (defined hereinafter). It is clarified that in case Applicant/s fails to clear dues and take possession then:
- MRMC (defined herein after), Holding Charges, Safeguarding Charges shall be payable by the Applicant/s from the MRMC Commencement Date
 - Promoter shall have the option not to undertake Final Finishing and handover the Villa without Final Finishing in case the Applicant/s fails to clear dues or take possession within six months from the date of Offer Letter. However, in such a case the cost credit, (as per Promoter's estimation, which is final and binding) for the items not so executed for Final Finishing will be given to the Applicant/s or adjusted against the unpaid amount. It is

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clarified that in case Final Finishing is already done by the Promoter then the Promoter shall not be required to do it again when the Applicant/s finally comes forward to take possession of the Villa.

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

8.4 Possession by the Applicant/s

The Applicant/s upon receiving Offer letter shall take possession of the Villa from the Promoter within period stipulated by executing necessary indemnities, undertakings and such other documentation as prescribed in this regard and the Promoter shall thereafter give possession of the Villa to the Applicant/s.

8.5 Cancellation by the Applicant/s

- a) In case Applicant/s wishes to withdraw/cancel the Agreement /allotment of the Villa then the Promoter shall refund all such amounts paid by the Applicant/s till the date of cancellation without interest subject to forfeiture of Earnest Money along with Non Refundable Amount. The Promoter shall upon cancellation as aforesaid, refund the balance amount (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Villa, either by way of (i) personal hand delivery of cheque(s) to the Applicant/s, or (ii) courier of cheque(s) to the Applicant/s at the aforementioned address mentioned in the Application/ Agreement, or (iii) by any other means as the Promoter may deem fit. In the event the Applicant/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Applicant/s (as per the Agreement) /lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant/s shall be accordingly delayed without any claim towards interest for such delay.
- b) The Applicant/s shall not have any right, title and/ or interest with respect to the Villa upon the cancellation and/or termination of the Agreement/allotment of the Villa as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the Villa with any other person/party whomsoever, at such price, in such manner and on such terms and conditions as the Promoter may in its sole, absolute and unfettered discretion think fit and proper and the Applicant/s waives his/her right to raise any objection or dispute in this regard.
- c) The Applicant/s undertakes to present himself/herself for surrender/cancellation of the Agreement, upon termination/cancellation of the Agreement/allotment of the Villa as may be required under the Applicable Laws, at the office of the concerned sub-registrar of assurances. The Applicant/s undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of the Agreement/allotment of the Villa.

8.6 Compensation

- a. In the event of any delay in handing over possession of the Villa to the Applicant/s on the Date of Offer of Possession and/ or beyond the Extended Duration and/ or further extension of time for completion of construction of the Villa, the Applicant/s agrees that he/she/they shall be entitled for Rs. 5/- per sq. ft. per month only of the carpet area of the Villa from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter (defined hereinafter), provided he/she/they has/have complied with all the terms and condition of the Agreement. It is expressly clarified and agreed that (i) no compensation is payable on the amount/s received towards the stamp duty, registration fee, GST, TDS, deposits, charges etc. and/or Pass Through Charges (ii) nothing shall be payable by the Promoter beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Applicant/s not taking possession of the Villa.
- b. Notwithstanding any of the provisions herein, the interest on the amount paid by the Applicant/s & compensation for delay shall not be paid and Date of Offer of Possession shall be extended on account of any Force Majeure Events and/ or due to non-compliance of the terms and conditions by the Applicant/s.

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- c. Additionally, the interest on the amount paid by the Applicant/s and compensation for delay shall not be paid in the following events:
- For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - For the period of delay caused in getting snags, improvements, rectifications etc. which may be requested by the Applicant/s during inspection of the Villa, and/or
 - For the period if the Applicant/s commit/s any default and/ or breach of the terms and conditions
 - For the period of delay incurred due to additional work to be completed on the request of the Applicant/s for certain additional features, upgrades, in the Villa, in addition to the standard Villa, and/or,
 - For the period of inordinate delay incurred due to LIDA or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Project, including (without limitation), the grant of approval by the Ministry of Environment and Forest (MOEF) for construction, grant of occupation/completion certificate.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- a) Subject to the *Force Majeure Events* or reasons beyond the control of the Promoter or due to non-compliance of the terms and conditions by the Applicant/s or for the period of inordinate delay incurred due to any Competent Authority or any other governmental authorities in granting the necessary approvals for commencing and completing the development of the Villa/Project the Promoter shall be considered under a condition of Default, in the following events:
- The Promoter fails to offer possession of the Villa to the Applicant/s within the time period specified herein or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority, as may be extended from time to time. For the purpose of this para, 'ready to move in possession' shall mean the Villa shall be in a habitable condition.
 - Discontinuance of the Promoter's business as a Promoter.
- b) In case of Default by Promoter under the conditions listed above, Applicant/s is entitled to the following:
- Stop making further payments to Promoter as demanded by the Promoter. If the Applicant/s stops making payments, the Promoter shall correct the situation and only thereafter the Applicant/s be required to make the next payment without any interest for the period of such delay; or
 - The Applicant/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Applicant/s under any head whatsoever towards the purchase of the Villa:
- c) The Applicant/s shall be considered under a condition of Default, on the occurrence of the following events:
- In case the Applicant/s fails to make payment on the due date as per the **Schedule E** or is in breach of other terms of the Agreement.
 - Without prejudice to the rights of the Promoter to charge interest in terms of the Agreement, on the Applicant/s committing default in payment of any outstanding amount within 90 days of the due date/demand (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or upon the Applicant/s committing breach of the terms and conditions of the Agreement, then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion, be entitled to terminate the Agreement. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Applicant/s, by Speed/Registered Post at the address provided by the Applicant/s and mail at the e-mail address provided by the Applicant/s of its intention to terminate the Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Applicant/s fails to rectify the breach or breaches mentioned by the Promoter within the time period specified in the notice then at the expiry of such notice period, the Promoter shall be entitled to terminate the Agreement.
 - The Promoter upon termination of the Agreement as per above clause shall refund all such amounts paid by the Applicant/s till the date of termination without interest subject to forfeiture of the Earnest Money along with Non Refundable Amount. The Promoter shall upon termination as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Villa, either by way of (i) personal hand

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delivery of cheque(s) to the Applicant/s, or (ii) courier of cheque(s) to the Applicant/s at the aforementioned address mentioned in the Agreement, or (iii) by any other means as the Promoter may deem fit. In the event Applicant/s is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date. Such refund shall be in the name of the first Applicant/s (as per the Agreement) /lender (in case the Applicant/s has procured a loan from a bank/ financial institution), as the case may be. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Applicant/s shall be accordingly delayed without any claim towards interest for such delay

- (d) The Applicant/s undertakes to pay applicable, registration charges, legal expenses and all other miscellaneous and incidental expenses for termination/cancellation of Agreement /allotment of the Villa.

10. MAINTAINANCE OF THE PROJECT/TOWNSHIP:

- 10.1 The Promoter has developed a club in the Township which shall have recreational services and facilities ("**Club**") under the name of 'Club Shaurya' in accordance with the permission/ sanctions of Competent Authority. The Applicant/s understands and agrees that the Promoter may transfer the Club to any person/s and/or engage a third party to operate and manage the Club. The Applicant/s right to use the Club shall at all times be contingent on due and faithful observance by the Applicant/s of all the rules, regulations, bye laws and conditions as may be notified by the Promoter and/or the third party operator as the case may be. The Applicant/s shall be liable to pay periodic subscription and usage charges of the Club, as may be intimated by the Promoter/third party operator from time to time. The Applicant/s understands that the above referred periodic subscription and usage charges are subject to revision and the Applicant/s undertakes to abide by the same. It is once again clarified for avoidance of doubt that the Club is not part of Common Areas & Facilities.
- 10.2 The Applicant/s agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities.
- 10.3 The management and maintenance of only Common Area and Facilities will be transferred to the Association. The areas like shops/commercial spaces for commercial use, and kiosks (if provided), schools, community sites etc. shall not be handed over to the Association and shall be owned by the Promoter.
- 10.4 The Applicant/s agrees to form and join an Association comprising of the Applicant/s of the Township including the Applicant/s of the Project (**herein "Association"**) for the purpose of management and maintenance of the Common Area and Facilities of the Township/Project and sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation of and registration or smooth functioning of such Association. No objection shall be made by the Applicant/s with respect to the same. The Promoter shall not be liable for any claims or penalties for delay in forming the Association, on account of any delay of the Villa/s owners/Applicant/s in complying with the above.
- 10.5 If required, the Applicant/s shall on demand pay to the Promoter legal cost, charges and expenses, including professional costs of advocates of the Promoter in connection with formation of the Association and for preparing its rules, regulations, bye-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering conveyance/sale deed with respect to transfer of the Common Areas & Facilities in favour of the Association
- 10.6 On the formation of Association, rights of the Applicant/s to the Common Areas and Facilities shall be regulated by the bye laws and other rules and regulations. The Promoter may become a member of the Association to the extent of all unsold and/or un-allotted premises, areas and spaces in the Township/Project.
- 10.7 The Applicant/s agrees to pay to the Promoter or Maintenance Agency, monthly recurring maintenance charges ("**MRMC**") towards the maintenance and upkeep of the Common Areas and Facilities (excluding internal maintenance of the Villa). The Applicant/s understands & agrees that the MRMC Charges may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on MRMC Charges and outsourced services shall be borne by the Applicant/s.
- 10.8 For the purposes of avoidance of doubt, it is clarified that the MRMC shall commence on expiry of 60 (sixty) days from the date of Offer Letter, regardless of whether the Applicant/s has taken such possession (for fit outs) or not. Such date shall be referred to as "MRMC Commencement Date".

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- 10.09 The Applicant/s agrees that on issuance of Offer Letter of the Villa, an Interest-Free Maintenance Security (herein “**IFMS**”) towards the security for payment of charges for maintenance, upkeep of or any damages to the Common Areas and Facilities shall be payable by the Applicant/s as mentioned in **Schedule E**. The IFMS shall become payable within 30 days from the date of Offer Letter by the Promoter, whether or not the Applicant/s takes possession of the Villa.
- 10.10 The usage of the Common Areas and Facilities shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit &, MRMC to the Promoter or Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Applicant/s under the Agreement. The Applicant/s understands & agrees that the MRMC may be enhanced by the Promoter or the Maintenance Agency from time to time. Incidence of GST/any Taxes etc. on MRMC and outsourced services shall be borne by the Applicant/s.
- 10.11 The Promoter shall be responsible to provide and maintain Common Area and Facilities till the taking over of the maintenance of the Township/Project by the Association or Competent Authority or for the period of 1 year from the date of Completion of the Project, whichever is earlier. The Promoter in no case shall be obliged to maintain the Common Areas and Facilities beyond the period of 1 year as aforesaid. The Applicant/s understands that the IFMS lying with the Promoter shall not earn any interest, and no such amount shall be creditable to his/her/their account. If the Association (as the case may be) fails to take over the maintenance within that period, the Promoter is authorized to cease the maintenance and return the IFMS after deducting any default of MRMC etc. along with interest accrued thereon & other charges/deposits borne by the Promoter with respect to the Project/ Township and discontinue its maintenance. It is clarified that IFMS pool “net of aggregate defaults” of all the Applicant/s will be transferred to the Association, as and when it is formed or on failure of Association to take over the maintenance within the prescribed period, to the allottee(s) directly. However, the Promoter may manage the maintenance & upkeep of the Project even after the said period of one year (as aforesaid) and in such an event, the Promoter shall retain IFMS and levy MRMC till such time the maintenance is not handed over to the Association.
- 10.12 The Applicant/s agrees and acknowledges that in case the Common Areas and Facilities viz parks, roads, sewer, water etc are handed over to the Nagar Nigam,/Jal Vibhag/ Competent Authority and some fee/deposit is to be paid to them in this regard then the same shall be proportionately deducted from an Applicant/s IFMS and in case of shortfall in IFMS then he/she shall be obliged to make good the deficit within 7 days of deduction.
- 10.13 The Applicant/s shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, Including but not limited to the following:
- a) The entrances in the Project/Township shall not be obstructed or used for any purpose other than ingress to and egress;
 - b) The Applicant/s shall not make or permit any disturbing noises in the Project/Township or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other Applicant/s/ occupants. The Applicant/s shall not use any loud speaker in the Villa which shall disturb or annoy other Applicant/s / occupants in the Project/Township;
 - c) No bird or animal shall be kept or harbored in the Common Areas and Facilities. In no event shall dogs and other pets be permitted in any other part of the Project/Township unless they are accompanied by someone;
 - d) Garbage and refuse from the Villa shall be deposited in such place only in the Project/Township and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
 - e) No vehicle belonging to a Applicant/s or to a family member, guest, tenant, employee of the Applicant/s shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project/Township.
- 10.14 The Applicant/s shall adhere to the rules and regulations mentioned herein above and such further rules and regulations as may be made out by the Promoter/Association from time to time. The Applicant/s shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Promoter/Association or Maintenance Agency, as the case may be.
- 10.15 The Applicant/s agrees that upon offer of possession of Villa he/she shall enter into a Maintenance Agreement with the Promoter or Association / or any other nominee/agency/association/s as may be appointed / nominated by the Promoter (herein “**the Maintenance Agency**”) for the maintenance and upkeep of Common Areas & Facilities (excluding internal maintenance of Villa) of the Project/Township. However, failure on the part of Applicant/s to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the MRMC charges and other related charges.

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- 10.16 The Applicant/s agrees to pay monthly/quarterly/yearly MRMC as intimated/demanded by the Promoter/ Maintenance Agency, irrespective of the fact, whether the Applicant/s is in occupation of the Villa or not, within a period of 7 days of demand. In case of delay in payment of MRMC, interest @ 12% p.a. shall be charged for the period of delay. The Promoter/Maintenance Agency reserves the right to determine/collect the MRMC in advance as per its policy. No interest shall be payable on such advance collection.
- 10.17 The Applicant/s agrees that in case of his/her/their failure to pay the MRMC on or before the due date then the Promoter/Maintenance Agency is entitled to deny him/her/them maintenance services and the Promoter/Maintenance Agency shall also be entitled to disconnect water/sewer etc. and debarment from usage of any or all Common Areas & Facilities. Further, non-payment of MRMC shall constitute a breach of the terms contained herein by the Applicant/s.
- 10.18 The Applicant/s agrees that in the event the MRMC , other charges/dues etc. are in arrears for more than three months then the Promoter shall have the right to terminate the Agreement by a notice in writing to the Applicant/s of 30 days (herein "**Notice Period**"). If such notice is issued then Applicant/s will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, (i) the booking amount (ii) all amount collected as taxes, charges, levies (iii) interest component on delayed payment and (iv) Safeguarding Charges, if any and Holding Charges , if any shall be forfeited in favour of the Promoter and the Applicant/s shall have no right, interest or lien in the Villa. The refund after deduction as above, if any, shall be governed by the provisions contained herein.
- 10.19 The Applicant/s agrees that the maintenance of the Villa including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Applicant/s from the lapse of the period as may be mentioned in the Offer Letter

11. DEFECT LIABILITY:

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

12. RIGHT TO ENTER THE VILLA FOR REPAIRS:

The Promoter/ maintenance agency/ association of Applicant/s/ Competent Authority shall have rights to enter into Villa, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.

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13. USAGE:

Use of service areas if any, as located within the Project/Township shall be earmarked for purposes such as including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The Applicant/s shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the association of Applicant/s formed by the Applicant/s for rendering maintenance services.

14. TRANSFER/NOMINATION

- i. Subject to the terms of the Agreement and norms of Competent Authority and subject to Applicant/s clearing all dues including interest, taxes, levies etc. if any, at any time prior to the execution of the Conveyance/Sale Deed, the Applicant/s may transfer or substitute or nominate a third party and may get the name of his/her transferee or nominee substituted in his/her place. The Promoter may permit such transfer/ substitution/ nomination on such conditions as it may deem fit and proper and in accordance with the laws, norms, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant/s of transfer charges (taxes extra) as per the prevailing policy of the Promoter (upon the Applicant/s providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. The Stamp duty and registration charges etc. as applicable on such transfer substitution/ nomination shall be paid by the Applicant/s / third party transferee.
- ii. At any time after execution of Agreement, in addition to transfer charges an administrative fees of Rs. Rs.25000/- (Rupees Twenty Five thousand only) [taxes extra] or such amount as per prevailing policy of the Promoter shall be payable. The Administrative fee shall be payable in such cases also where nomination / transfer is in favor of the spouse or child, parents or brother or sister of the either Applicant/s and the Applicant/s shall be solely responsible at the cost for execution/ registration of such documents to effect such transfer post approval of the Promoter. However, for such transfer, the permission from both the Joint Applicant/s/s is mandatory, if any.
- iii. The Applicant/s for any transfer of the Villa after execution and registration of Conveyance/Sale Deed in his/her favor, shall obtain No Objection Certificate from the Promoter and shall pay an administrative fee of such amount as per prevailing policy of the Promoter in this regard.

15. GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:

- a. The Applicant/s shall, after taking possession of the Villa, be solely responsible to maintain the Villa at his/ her own cost and expenses and shall not do or suffer to be done anything in or to the Villa which may be in violation of any Applicable Laws or Rules of any Competent Authority. The Applicant/s neither himself/herself do nor permit anything to be done which damages Common Areas and Facilities, adjoining Villa / areas etc. or cause any kind of breakage of abutting road or violates the rules or bye-laws of the Local Authorities or the Association. The Applicant/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Promoter may recover the expenditure incurred in such rectification from the Applicant/s IFMS (as mentioned in Schedule E) along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Applicant/s within 30 days of such demand. However, in such an event Applicant/s shall make further payment to maintain required balance of IFMS as applicable. The Applicant/s shall always keep the Promoter indemnified in this regard.
- b. The Applicant/s ensures and undertakes that all Fit-outs/interior works done internally within the Villa shall not pose any nuisance to the other occupants/purchasers of the Project and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- c. The Applicant/s shall not alter the façade, color scheme of the Villa or make any such alterations which are visible on the external façade of the Villa.
- d. The Applicant/s shall not store any hazardous or combustible goods in the Villa/Project. The Applicant/s shall ensure that he/she/they shall not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or Common Areas & Facilities which otherwise are available for free access.
- e. The Applicant/s shall plan and distribute its electrical load in the Villa in conformity with the electrical systems installed by the Promoter. The Applicant/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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- f. The Applicant/s agrees and confirms that that he/she shall not, without the written approval of the Promoter, create any encumbrance, mortgage, charge, lien, on the Villa by way of sale, agreement of sale, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favor by the Promoter. However, the Applicant/s may, for the purpose of facilitating the payment of the Cost of Property and any other amounts payable under the Agreement apply for and obtain financial assistance from banks/financial institution after obtaining prior written permission from the Promoter. The Applicant/s may enter into such arrangements/ agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Villa only when the ownership/ title in the same is conveyed/ transferred in his/her favour by virtue of execution and registration of the Conveyance/Sale Deed. Any such arrangement/ agreement shall be entered into by the Applicant/s at his/her sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter may issue the permission/ NOC as may be required by the banks/ financial institution subject however, that the Promoter shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Applicant/s may obtain from such bank/ financial institution. The Applicant/s shall, at the time of grant of permission or NOC by the Promoter, furnish an undertaking / declaration to the Promoter to indemnify the Promoter for all costs, expenses, injuries, damages etc. which the Promoter may suffer for any breach / default that may be committed by the Applicant/s to the third party(ies) / banks/ financial institution. In this regard, the Promoter may at the request of Applicant/s, enter into a tripartite agreement with the Applicant/s banker / financial institution to facilitate the Applicant/s to obtain the loan from such bank / financial institution for purchase of the Villa. The Applicant/s hereby agrees that the Promoter shall be entitled to terminate the Agreement at the request of the Applicant/s banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Applicant/s.
- g. The Applicant/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in the Common Area and Facilities
- h. The Applicant/s shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Villa.
- i. The Applicant/s shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- j. The Applicant/s hereby declare/s, agree/s and confirm/s that the monies paid/payable by the Applicant/s under the Agreement towards the Villa is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Money Laundering Regulations**"). The Applicant/s further declare/s and authorize/s the Promoter to give personal information of the Applicant/s to any statutory authority as may be required from time to time. The Applicant/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant/s further agree/s and confirm/s that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole discretion be entitled to terminate the Agreement. Upon such termination the Applicant/s shall not have any right, title or interest in the Villa neither have any claim/demand against the Promoter, which the Applicant/s hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the Applicant/s shall be refunded by the Promoter to the Applicant/s in accordance with the terms of the Agreement only after the Applicant/s furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Applicant/s .
- k. The Project shall always be known as "**Eldeco South Block**" at Eldeco Shaurya and this name shall not be changed by anyone including the Applicant/s or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association etc. However, the name of the Project may be changed at the sole discretion of the Promoter and the Applicant/s shall not be entitled to raise any objection/hindrance on the same.
- l. The Applicant/s shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Villa, in the Common Areas and Facilities within the Project or on the external façade of the Project. However, the Applicant/s may affix name plates / name boards only at the designated areas.

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- m. Till the time each such unit/s or villas in the Project is not separately assessed, the Applicant/s agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the Carpet Area of the Villa. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Promoter or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Applicant/s .
- n. The Cost of Property is exclusive of the statutory deposits to be made by Promoter to Competent Authority towards electricity, water and other facilities at the Project. The same shall be payable by the Applicant/s on a pro-rata basis as and when demanded by Promoter/ Competent Authority.
- o. The Applicant/s hereby agrees and undertakes that he/she/they shall pay the insurance premium of the Villa and proportionate common area of Project, from such date as intimated by the Promoter and the same is in addition to Cost of the Property.
- p. In case of termination of the Agreement, all documents executed/ received by the Applicant/s(s) in furtherance thereto shall stand terminated for all intents and purposes and the Applicant/s shall return all documents (in original) to the Promoter.
- q. The Promoter will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by Government Agencies/Statutory authorities. The Promoter has further clarified to the Applicant/s that the Township/Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Villa, as the same is to be provided by the concerned government or local authority or body. The Applicant/s agrees that since this is beyond the control and scope of the Promoter, they shall not to hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- r. The Applicant/s acknowledge(s), agree(s) and undertake(s) that the Applicant/s shall neither hold the Promoter or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Applicant/s nor make any claims/demands on the Promoter or any of its sister concerns/ affiliates with respect thereto.
- s. The Applicant/s undertakes that the Applicant/s has/have taken the decision to purchase the Villa in the Project out of his/her/their own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Applicant/s by the Promoter in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in the Agreement
- t. The Applicant/s is aware that the Applicant/s has confirmed that he/ she/they/it shall not raise any objections or make any claims or default in any payments of the maintenance charges as demanded by Promoter or the Maintenance Agency on account of inconvenience, if any which may be suffered by him/ her due to developmental/ construction activities or incidental/ related activities in the Township. The Promoter may carry out further construction on any portion of vacant land in the Total Land if becomes possible shall be entitled to take up such further construction and the Applicant/s shall have no objection for the same.
- u. The Applicant/s understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar good quality. Natural stones, marbles, tiles susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- v. The Applicant/s confirm that he/she/they will not rely upon the interiors depicted / illustrated in the sample/show villa if shown and agree and understand that the same is shown only as a artistic impression without any obligation on the part of the Promoter to provide the same.
- w. The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Project and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project .
- x. All the terms & conditions, rights and obligations of the parties concerned as contained in the Agreement shall be subject to the provisions of Act and the Rules made thereunder and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules made thereunder. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in the Agreement and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.

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16. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or put up additional structure anywhere in the project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by Competent Authority, except as provided in the Act.

17. MORTGAGE OR CHARGE:

The Promoter after execution the Agreement shall not mortgage or create charge on the Villa and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Applicant/s who has taken or agreed to take Villa for Residential usage.

The Promoter so desires, it shall be entitled in future also to create security on the Said Land and receivables of Project by availing loans or financial assistance or credit facilities from Banks and/ or Financial Institutions, against securities thereof. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation, in any form including by way of deposit of title deeds. The Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Applicant/s hereby gives express consent to the Promoter to raise such financial facilities against security of the Said Land/receivable of Project and mortgage the same with Banks and/ or Financial Institutions as aforesaid.

18. JURISDICTION AND ARBITRATION

That the rights and obligations of the parties under or arising out of the Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Uttar Pradesh courts will have the jurisdiction for the Agreement. Further, all the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of the Act and the Rules, as applicable.

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

DECLARATION

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

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