

APPLICATION FORM

Date :

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 license/permission under the Integrated Township Policy on land admeasuring approx. 43.3 acres situated at Bijnore Road, Lucknow, Uttar Pradesh (herein referred to as the '**Total Land**') to M/s Eldeco Housing and Industries Ltd. ("Promoter") for the purpose of construction and development of Township.
- 2) The Applicant/s acknowledges that the Total Land is being developed under the name and style of "**Eldeco Shaurya**" (herein "**Township**"), as per the Layout Plan approved by Lucknow Industrial Development Authority ("**LIDA**") vide Permit no. 1213-1215, dated 08/10/2013 and Permit No 424 dated 2/11/ which inter – alia includes plotted development, independent built-up Villas, commercial spaces, schools, parks, utilities and common services and facilities therein.
- 3) The Applicant/s acknowledges that the Promoter is developing a plotted residential colony by the name of "**Eldeco North Block**" at Eldeco Shaurya ("**Project**") on the land admeasuring 7727.21sq mtrs forming part and parcel of Total Land ("**Project Land**"), comprising of 45 nos. of plots duly approved by LIDA vide Permit dated 27/2/2018 having no 720, more particularly demarcated in the plan annexed hereto in **Schedule I**.
- 4) The Applicant/s acknowledges that the Said Land is owned by various individuals, who have entered a Consortium Agreement in respect of the respective land. The Consortium Agreement among land owners and the Promoter is duly registered at the office of the concerned Sub-Registrar. The date and registration detail of the sale deeds in favour of the individuals who owns the Said Land as well as the aforesaid Consortium Agreement is described in **Schedule II**
- 5) 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**_____.
- 6) 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 III**. The said Approvals are available at site and Head office of the Promoter.
- 7) 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/s, which will comprising of Applicant/s/s of the Township and Project (herein "**Association**").

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- 8) The Applicant/s has vide this application dated _____ (“**Application**”) hereby applies for booking of a residential unit in the Project as detailed in **Schedule IV**(hereinafter referred to as **Plot**) for such Total Sale Consideration as specified in **Schedule V**.
- 9) 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 V**. The detailed payment schedule and list of other charges is provided in **Schedule V**.
- 10) The Applicant/s have gone through all the terms and conditions set out in this Application in relation to the Plot and understood the rights and obligations detailed herein.
- 11) 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.
- 12) The Applicant/s have verified and are satisfied with all the title documents and deeds, which entitles the Promoter to allot the Plot to the Applicant/s on the basis of such terms and conditions as contained herein.
- 13) 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 VI** (General terms & conditions).
- 14) The Applicant/s confirms that they have chosen to invest in the Plot 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 Plot is suitable for their requirement and therefore has voluntarily approached the Promoter for allotment of the Plot in the Project.
- 15) The Applicant agrees and undertakes that he shall not hold the Promoter and/ or any of its sister concerns or affiliates liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) nor make any claims/demands on the Promoter and/ or any of their sister concerns or affiliates with respect thereto.
- 16) The Applicant hereby solemnly declares and confirms that all the foregoing facts are true to the best of his/their knowledge and nothing relevant has been concealed or suppressed. The Applicant/s also undertakes to inform the Promoter of any future changes related to the information and details in this Application Form.
- 17) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

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SECOND APPLICANT

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

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SECOND APPLICANT

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

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

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

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

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

Name of account holder: _____

Bank account number: _____

Bank name: _____

Branch location: _____

City: _____

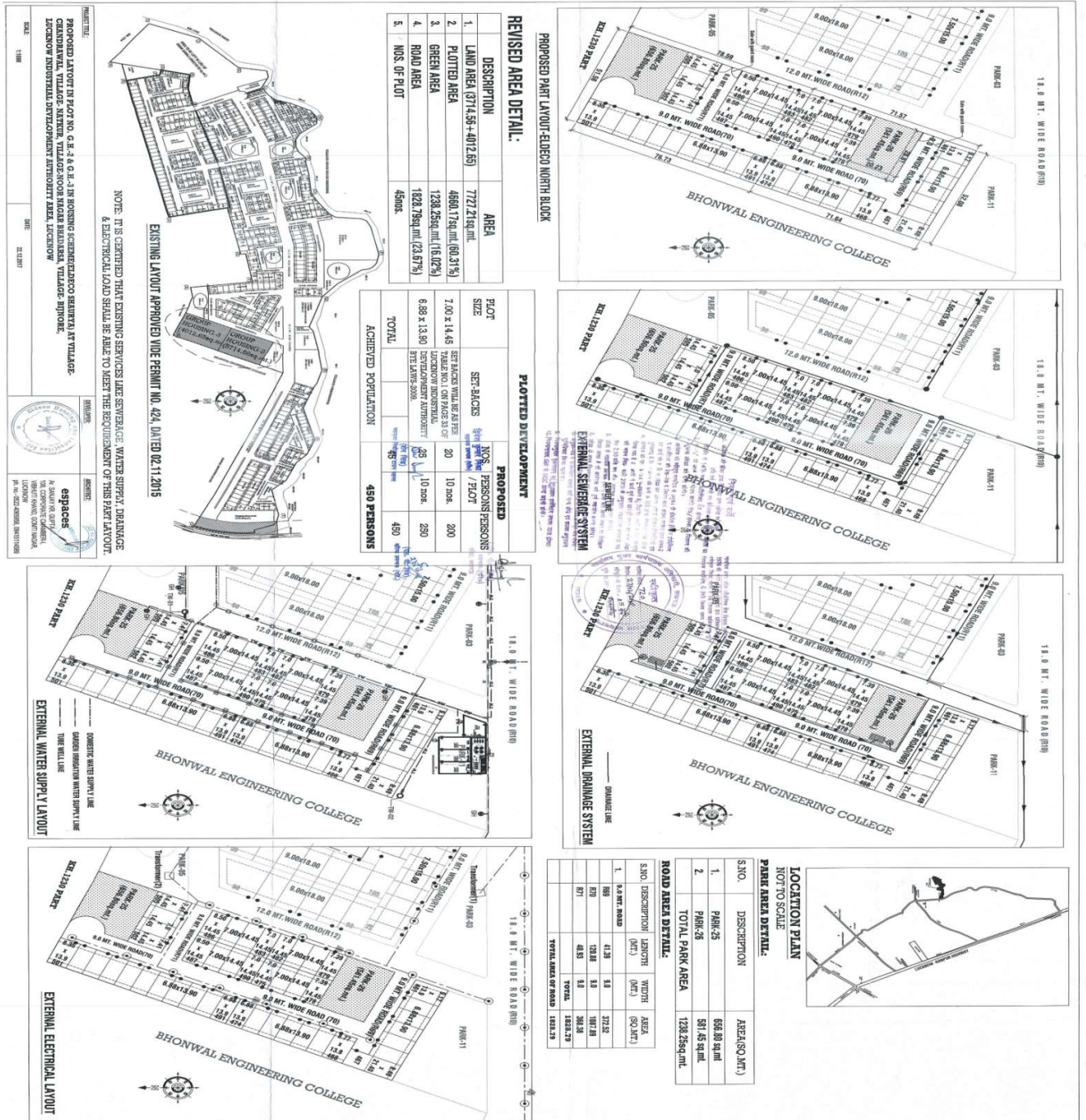
MICR Code: _____

IFSC Code: _____

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SCHEDULE – I Approved Layout Plan



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SCHEDULE –II
Details of Sale Deeds of Said Land

SR.NO.	NAME OF THE PURCHASER	KHASRA NO.	AREA TAKEN (in hectares)	SALE DEED NO.	DATE OF LAND TRANSACTION	VILLAGE
1	Shobhit Kumar	1230	1.012	12732	06.07.12	Bijnore
2	Swarg Constructions Pvt. Ltd. (transferred from Gaurav Kumar)	1230 Mi	0.506	14724	18.12.18	Bijnore
			1.518			

Details of Consortium of Said Land

Consortium Agreement 2	Jild No.3, Pages-45 to 62, S.No.63, Dated- 10.08.18
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**SCHEDULE –III
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 720	27/2/2018
3.	Environment Clearance	31/7/2014
4.	Pollution Clearance	1/10/2013
5.	RERA Registration Number	Registration no. – UPRERAPRJ17593 Web link: http://www.up-rera.in

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SCHEDULE IV
Details of Plot

Details of the Plot	Plot No.
Area of the Plot* (in sqmtrs)	
Source of Booking	
Real Estate Agent name (if applicable) and RERA Registration no[#]	
Payment Plan	
Date of offer of Possession^{##}	
Payment Schedule	Schedule V
Deposit, outgoings and other charges	Schedule V
Initial token amount / Application Money	
Details of payment of Initial token amount	
Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :
Interest for delayed payments	12% per annum
Holding Charges	@ Rs. 37.674/- per Sqmtrper month of plot area of the Plot if applicable
Safeguarding Charges	@ Rs37.674/- per sqmtr per month of plot area of the Plot if applicable

* Area measurement is approximate and subject to variation.

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

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

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

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SCHEDULE –V
Cost of Property and Payment Schedule

Total Price Payable

Particulars	Amount (in Rs.)
Total Basic Cost	

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

- Interest Free Maintenance Security (IFMS) @ Rs. _____/- for the Plot.
- The indicative maintenance charges are @ Rs. _____/- per month for Plot. Also, 36 Months Advance Maintenance Charges amounting to Rs. _____/- has to be paid in advance. Please note that the above indicative maintenance charges has been derived on the basis of cost, as on March, 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Unit, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time.
- The above maintenance charges are excluding applicable taxes. Club Membership Fees of Rs. _____/- (Mandatory) is payable towards membership of Club Shaurya in the Township.

Payment Schedule

- ☐ Development Linked Payment Plan
☐ Down Payment Plan

PAYMENT PLAN:			
Development Linked Payment Plan		Down payment Plan	
At the time of booking	10%	At the time of Booking	10%
With in 45 days of booking	10%	Within 45 days of Booking	83%
With in 90 days of booking	10%	Rebate	7%
On Laying of Sewer Line	20%		
On Laying of Water Line	20%		
On Laying of Road (WBM)	20%		
On offer of possession	10%		

NOTE:

1. The maintenance charges herein are indicative and the final charges will be intimated in Offer Letter. Please note that the above indicative maintenance charges has been derived on the basis of cost as in July 2018. However, the final Maintenance charges shall be intimated at the time of offer of Possession of the Plot, calculated on the basis of the Minimum Wages and Wholesale Price Index (WPI) prevailing at that point of time. The above charges are excluding applicable taxes. Further, maintenance charges can be revised at any time in spite of payment of such charges in advance.
2. Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.

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3. 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 @12% per annum from the date such amounts fall due till realization of payments by the Promoter.
4. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, GST and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, lease rentals, 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 Plot and/or the transaction contemplated herein and/or in respect of the Cost of Property and/or the other amounts shall be payable by the Applicant. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Applicant/s.
5. 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 Allottee on a pro-rata basis as and when demanded by Promoter/ Competent Authority.
6. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association (defined hereinafter), membership fees/ Share Money (as the case may be), Legal Charges, Society formation and consultancy retainer fees etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of sale deed etc.
7. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement For Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the Common areas & Facilities to the Association shall be payable by the Applicant/s.
8. 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.
9. 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 VI
GENERAL 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 Plot and the Promoter shall not be responsible for the same. The Applicant/s shall keep the Promoter informed about the status of the requisite permissions. 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 Plot.

2. APPLICATION FOR ALLOTMENT

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

3. APPLICATION PROCEDURE

- (i) The completed Application shall be duly signed by the Applicant/s and submitted together with the Cheque / Demand Draft / Pay Order/authorized Electronic transfer in favor of such account as mentioned in the Application along with the amount of Application Money. The payment from

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- 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 to the Promoter is dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour 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 Dishonour Charges of Rs. 5000/- (Rupees Five Thousand only)(for each dishonour). 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 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 “**Applicant/s(s)/Buyer**” when the Plot is allotted by the Promoter and Agreement for Sale is entered between Promoter and Applicant.

4. WITHDRAWAL OF APPLICATION AND CANCELLATION

- (i) If the Applicant/s wish to withdraw their Application prior to the allotment of the Plot 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 Plot, subject to the terms mentioned herein. Taxes, cess, levies, charges etc. paid on such Application Money shall not be refunded to the Applicant/s.
- (ii) If the Applicant/s after allotment of the Plot, at any time, requests for cancellation of the allotment of the Plot, such cancellation shall be subject to forfeiture of the amount/s mentioned in Clauses 13.3 hereinafter and refund of the balance amount, if any, shall be on the terms and conditions and within such period as mentioned in Clauses 13 hereinafter.

5. DEFINITIONS:

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

- (a) “**Act**” means Real Estate (Regulation and Development) Act, 2016 (16 Of 2016).
- (b) “**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 Application/ Agreement for Sale or thereafter.
- (c) “**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 (defined hereinafter).
- (d) “**Authority**” means the Uttar Pradesh Real Estate Regulatory Authority.
- (e) “**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.
- (f) “**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.
- (g) “**Essential Services**” shall mean the provision of (i) Internal roads connecting the Plot (defined hereinafter) to the public road, (ii) Sewer line outside the Plot, (iii) Water supply line outside the Plot, (iv) Provision of the Electricity line upto the Plot and (iv) Storm water drains outside the Plot.

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- (h) **"Force Majeure Events"** means 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 and (f) any reason beyond the reasonable control of the Promoter.
- (i) **"Government"** means the Government of the State of Uttar Pradesh.
- (j) **"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.
- (k) **"Holding Charges"** shall mean the administrative costs incurred by the Promoter to hold the Plot, if the Applicant/s/s fails to take actual & physical possession of the Plot after expiry of the period specified in the Offer Letter.
- (l) **"Plot"** shall mean the plot described in **Schedule IV**
- (m) **"Project"** meaning assigned to it under Recital C herein.
- (n) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act, 2016
- (o) **"Rules"** means Real Estate (Regulation and Development) Rules, 2017 for the State of Uttar Pradesh.
- (p) **"Rule"** means rule of Rules.
- (q) **"Safeguarding Charges"** means the charges incurred to guard the Plot against encroachments/trespassing by the third party (ies), in case Applicant/s/s fails to take actual & physical possession of the Plot after expiry of period mentioned in the Offer Letter.
- (r) **"Section"** means a section of the Act.
- (s) **"Township"** meaning assigned to it under Recital B herein.
- (t) **"Agreement for Sale"** Shall mean agreement for sale of the said Unit

6. TERMS:

- 6.1 In consideration of the payment made and/or to be made by the Applicant/s to the Promoter in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Applicant/s stated hereinafter, the Promoter hereby agrees to transfer title rights and entitlements over the Plot free from all encumbrances along with all easements, privileges, rights and benefit attached thereto; along with exclusive right to use and occupy; along with right to use the Common Areas and Facilities (which shall be co-used / shared along with other Applicant/ss / occupants in the Project/Township, in accordance with Applicable Laws) in favour of the Applicant/s at the Total Sale Consideration and payment schedule mentioned in **Schedule V** hereinafter and the Applicant/s hereby agrees to acquire the same. The Plot shall be transferred in favor of the Applicant/s through due execution of a Sale deed duly stamped and registered with the jurisdictional Registrar of Assurances (**"Sale Deed"**) along with other documents as envisaged in this Application or as may be required under the Applicable Laws or by LIDA or by the Promoter.
- 6.2 All the terms & conditions, rights and obligations of the Parties as contained hereunder shall be subject to the provisions of Act and the Rules made there under and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules made there under. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in this Application and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.
- 6.3 The Total Sale Consideration for the Plot (**"Cost of Property"**), other charges, payable by the Applicant/s for transfer of the Plot in its favour and token amount/application money already paid by the Applicant/s at the time of signing of the Application are mentioned in **Schedule V** hereto. The Cost of Property shall be paid by the Applicant/s to the Promoter in the manner specified in 'Schedule of Payments' set out in **Schedule V**.
- 6.4 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 suitable to the Promoter for the period by which the respective installment has been advanced. The provision for allowing rebates

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and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Applicant/s by the Promoter, provided the Applicant/s complies with the terms of Agreement for Sale.

- 6.5 The Applicant/s shall be liable to make payment of the amount/installment as per the payment plan set out in **Schedule V**. The Applicant/s shall be obligated to pay the installments by the due dates as per the payment plan as provided in aforesaid Schedule. In case the Applicant/s delays in making payment of any amount/installment then interest @ 12% p.a. or such higher rate as may be prescribed under Act/ Rules shall be charged for the period of delay.
- 6.6 The Parties agree that 10% of the Cost of Property shall be construed as earnest money under this Application ("**Earnest Money/ Booking Amount**"), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Applicant/s under this Application.
- 6.7 The Cost of Property is escalation-free, save and except the charges stated herein and increase on account of development charges payable to the competent authority and/or any other increase in charges, fee etc which may be levied or imposed by the competent authority/ LIDA/Government from time to time, including but not limited to internal development charges, external development charges, infrastructure development charges, premium/s and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the competent authority/ LIDA/local bodies/Government and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
- 6.8 The Promoter has made it specifically clear to the Applicant/s, that the computation of the Cost of Property as per **Schedule V** does not include (i) 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 Plot (ii) cost of running, maintenance and operation cost of Common Areas and Facilities; or (iii) for any rights over the commercial areas/spaces, club, school or (iv) for any rights over areas reserved/ restricted for any other Applicant/s / right-holder at the Project/Township; or (v) for any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws. The Applicant/s has agreed, understood and satisfied himself/herself about the same, and shall be liable to pay the common expenses as determined by the Promoter for running, maintenance and operation of the Common Areas and Facilities as till such time they are transferred to the Association/Local Authority.
- 6.9 The Promoter shall not make any alterations in the sanctioned lay out plan of the Project described herein at **Schedule I** in respect of the Plot without the previous written consent of the Applicant/s as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/ guidelines of the Competent Authority..
- 6.10 The Promoter shall confirm the area of a Plot as per approved layout plan at the time of Offer Letter (defined herein after) after completion of the Essential Services. The Promoter shall inform the Applicant/s about any details of the changes, if any, in the area. The Cost of Property payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall adjust the excess money paid by Applicant/s as per the next milestone of the Payment Plan as provided in **Schedule V** with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Applicant/s. If there is any increase in the area, allotted to the Applicant/s, the Promoter may demand that from the Applicant/s as per the next milestone of the Payment Plan as provided in **Schedule V**.
- 6.11 Subject to payment of all dues, the Promoter agrees and acknowledges, the Applicant/s shall have the right to the Plot for Residential usage as mentioned below:
- (i) The Applicant/s shall have exclusive ownership of the Plot for Residential usage;
 - (ii) The Applicant/s shall also have a right in the Common Areas and Facilities. The Applicant/s(s) shall use the Common Areas and Facilities along with other occupants of the Township/Project without causing any inconvenience or hindrance to them;
 - (iii) The Applicant/s has the right to visit the Project site to assess the extent of development of

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- the Project. However, the Applicant/s shall take all precautionary measures while visiting Project and he/she shall be solely liable for any negligence on his/her part in this regard.
- 6.12 The Applicant/s agrees to pay maintenance charges for the maintenance and management of the Common Areas and Facilities as determined by the Promoter, till such time the Common Areas and Facilities are transferred to the Association or to the concerned authorities, as the case may be.
- 6.13 The Applicant/s undertakes to execute and register the Agreement for Sale/ Sub-lease and Sub Lease Deed with respect of the Plot in the format provided by the Promoter under applicable law within such timelines as mentioned in the intimation letter/Offer Letter issued by the Promoter. In the event the Applicant/s fails to duly execute and register the Agreement for Sale/ Sub-lease and Sub Lease Deed as aforesaid within the stipulated period as mentioned in the intimation letter/Offer Letter, the penalty, if any, payable under the relevant laws for delay in execution and/or registration of Agreement for Sale/ Sub-lease and the Sub Lease Deed shall be payable by the Applicant/s till the registration of the Agreement for Sale/ Sub-lease and the Sub Lease Deed.

7. MODE OF PAYMENT:

- 7.1 Subject to the terms of Agreement for Sale and the Promoter abiding by its obligations, the Applicant/s shall make all payments within the stipulated time as mentioned in the Payment Plan [**Schedule V**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable), payable at par drawn in favour of “**ELDECO HOUSING AND INDUSTRIES LIMITED**” and/ or any other account as stipulated by the Promoter from time to time. The Applicant/s shall mention his/her/its Plot No behind the cheques/demand drafts. The payments made by cheques are subject to realization. Date of actual credit shall be treated to be the date of realization of the cheque. In case payments are made through wire transfer it shall be sole responsibility of the Applicant/s to provide the wire details to Promoter.
- 7.2 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 dishonoured for any reasons, then the Promoter shall intimate the Applicant/s of the dishonour 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 dishonour charges of Rs. 5000/- (Rupees Five Thousand only) (for each dishonour). In the event of dishonour of any payment cheque, the Promoter has no obligation to return the original dishonoured cheque.
- 7.3 In the event any outstanding amount is not paid within 90 days then the Promoter shall be fully entitled, at its sole discretion, to terminate Agreement for Sale and to forfeit the Booking Amount along with the taxes levied on the amounts paid by the Applicant/s to the Promoter till that date and the balance money (if any) will be refunded by Promoter as per the provisions herein, without any interest or any compensation for any consequences thereof, and the Applicant/s shall have no other claim whatsoever against Promoter.
- 7.4 The Promoter shall not accept payment by cash and/ or deposit of cash in the designated account of the Promoter and such payment shall not be accepted and continue to appear as outstanding against the Plot. The Promoter shall accept payments towards Cost of Property from the account(s) of the Applicant/s and/ or Joint Applicant/s only. If any payments of installments are made by any third party by or on behalf of the Applicant/s, the Promoter shall not be responsible towards any such third party and such third party shall not have any right in Plot. Demand draft will not be accepted unless accompanied by a letter from the bank stating that the funds are from Applicant/s account only, the exception being DDs/Banker's Cheque received from the mortgagor bank of the Applicant/s.
- 7.5 The Applicant/s is aware that the Applicant/s has/have to deduct the applicable Tax Deduction at Source (TDS), if applicable, at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Applicant/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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8. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 8.1 The Applicant/s, if residing 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 other 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 Agreement for Sale. Any refund, transfer of security, if provided in terms of the Agreement for Sale shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or any other 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.
- 8.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 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 Agreement for Sale, it shall be the sole responsibility of the Applicant/s to intimate the same in writing to the Promoter immediately and comply with all necessary formalities as specified and 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/ Agreement for Sale/ allotment of Plot in anyway and the Promoter shall be issuing the payment receipts in favour of the Applicant/s(s) only.

9. 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 Plot in his/ her name and the Applicant/s undertakes not to object/ demand/ direct the Promoter to adjust his/ her 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.

10. DEVELOPMENT OF THE PROJECT:

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- 10.1 The Applicant/s has seen the layout plan regarding the Project/Township where the Plot is located and has accepted the payment plan, layout plan/site plan which has been approved by the Competent Authority, as represented by the Promoter.
- 10.2 The Promoter agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may be imposed by the LIDA or any other Competent Authority.
- 10.3 The Applicant/s agrees and understands that the allotment of the Plot is on 'as is where is' basis including its levels. However, the level of Plot shall not be more than 2 ft. below the abutting road. In case the level of the Plot is lower than the specified 2 ft. then the Company shall reimburse the equivalent amount of cost of earth filling to the Applicant/s or the Company shall undertake earth filling level upto 2 ft below the abutting road. Beyond the specified 2 ft. level, it shall be the responsibility of the Applicant/s to do the earth filling at his/her own cost and expenses.
- 10.4 The Promoter has informed the Applicant/s that the development of Project and provision of the Essential Services shall be subject to (i) Force Majeure Events and (ii) timely receipt of the Cost of Property (iii) reasons beyond the control of the Promoter.
- 10.5 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 plots/ sites, Common Areas And Facilities etc. with each other, to which the Applicant/s hereby expressly gives his/her consent at this stage only.

11. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE

- 11.1 The Promoter shall endeavor to offer possession of the Plot to the Applicant/s on or before the date specified in **Schedule IV** ("**Date of offer of Possession**"). The Date of offer of Possession shall be subject to the provisions of the sub-clauses herein and also subject to Force Majeure Events and the reasons beyond the control of the Promoter.
- 11.2 In the event the possession of the Plot is delayed beyond the date as agreed hereinabove *inter alia* for any reason, the Promoter shall be entitled to extension of 12 [twelve] months ("**Extended Duration**") for delivery of possession of the Plot for Residential usage.
- 11.3 In the event of any delay in handing over possession of the Plot 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 Essential Services of the Plot, the Applicant/s shall be entitled to compensation for delay @ Rs.53.82/- per Sq.mtr per month of the plot area of the Plot from the expiry of Extended Duration or further extended time (as aforesaid), as the case may till the date of Offer Letter, provided the Applicant/s has complied with all the terms and condition of Agreement for Sale. It is clarified that compensation as aforesaid shall be payable only on the amount/s received towards the Cost of Property only (excluding interest amounts (if any), paid to the Promoter and not on the stamp duty, registration fee, GST, TDS, deposits, development charges, applicable taxes etc. It is expressly clarified that no compensation shall be payable by the Promoter for any time period beyond the date of Offer Letter, for any reason whatsoever, irrespective of the Applicant/s not taking possession of the Plot.
- 11.4 Notwithstanding any of the provisions herein, the compensation for delay shall not be paid and Date of Offer of Possession shall be extended
 - (a) on account of any Force Majeure Events and/ or
 - (b) due to non-compliance of the terms and conditions by the Applicant/s.
- 11.5. Additionally, the compensation for delay shall not be paid in the following events:
 - (a) For the period of delay caused due to reasons beyond the control of the Promoter and/or its agents and/or
 - (b) For the period if the Applicant/s commit/s any default and/ or breach of the terms and conditions contained herein, and/or

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- (c) 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 Project.
- 11.6 In case the Promoter is forced to discontinue the Project (entire or part)/ develop the Essential Services 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.
- 11.7. The Promoter upon completion of Essential Services shall issue written Offer of Possession/Final Demand Notice (**‘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 Plot clear all outstanding dues and amounts as mentioned in **Schedule IV** 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 Plot.
- 11.8. The Applicant/s upon receiving Offer Letter shall take possession of the Plot from the Promoter within period stipulated by clearing the dues, if any and executing necessary indemnities, Sale Deed, undertakings and such other documentation as required by the Promoter and thereafter the Promoter shall give possession of the Plot to the Applicant/s.
- 11.9. In case the Applicant/s fails to comply with the essential documentation, undertaking, etc. or to take possession of the Plot within such date as mentioned in the Offer Letter, then the Plot shall lie at the risk and cost of the Applicant/s and the possession of the Plot 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 Commencement Date of MRMC (defined hereinafter). It is clarified that in case Applicant/s fails to clear dues or take possession as contemplated in Offer Letter then MRMC, Holding Charges and Safe Guarding charges as specified in **Schedule V** shall be payable by the Applicant/s from the Commencement Date of MRMC till the Applicant/s takes actual possession of the Plot. During the period of the said delay by the Applicant/s, the Plot shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Applicant/s.
- 11.10. The Promoter shall compensate the Applicant/s in case of any loss caused to him/her due to defective title of the Said Land, on which the Project is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

12. TERMINATION & CANCELLATION:

- 12.1 **Termination by Promoter** : Without prejudice to the rights of the Promoter to charge interest in terms of Agreement for Sale/Application, 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 Agreement for Sale/Application , then without prejudice to the rights and remedies of the Promoter, the Promoter shall at its sole discretion , be entitled to terminate allotment of Plot. 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 Agreement for Sale/allotment of Plot/and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement for Sale. 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 Agreement for Sale/Application.
- 12.2 The Promoter upon termination of Agreement for Sale/Application as per clause above 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 the taxes levied on the amounts paid by the Applicant/s to

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the Promoter till that date. 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 Plot, 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 Agreement for Sale, 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 for Sale) /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

- 12.3 **Cancellation by Applicant/s:** In case Applicant/s wishes to withdraw/cancel Agreement for Sale/Application /allotment of the Plot 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 the taxes levied on the amounts paid by the Applicant/s to the Promoter till that date. The Promoter shall upon cancellation as aforesaid, refund the balance amounts (after deduction of the amount mentioned as above) within 45 (forty five) days from the sale proceeds as and when realized from re-allotment of the Plot, 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 Agreement for Sale/Application for Sale, 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 for Sale) /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.
- 12.4 The Applicant/s shall not have any right, title and/ or interest with respect to the Plot upon the cancellation and/or termination of the Agreement for Sale/allotment of the Plot as aforesaid and the Promoter shall be at liberty to re-allot/sell or otherwise deal with the Plot 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.
- 12.5 The Applicant/s undertakes to present himself/herself for surrender/cancellation of Agreement for Sale, upon termination/cancellation of Agreement for Sale as may be required under the Applicable Laws, at the office of the Promoter/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 Agreement for Sale/allotment of the Plot.

13. CONVEYANCE OF THE PLOT:

The Promoter on receipt of Cost of Property and other charges as per Schedule V, shall execute a Conveyance/Sale deed preferably within three months but not later than six months from date of Offer Letter and convey the title of the Plot for which possession is offered/granted to the Applicant/s, subject to Applicant/s making payments of unpaid amount if any as per Schedule V.

However, in case, the Applicant/s fails to execute and register the Conveyance /Sale Deed with respect of the Plot the penalty, if any, payable under the relevant laws for delay in execution and/or registration of Conveyance/Sale Deed shall be payable by the Applicant/s till the registration of the Conveyance/Sale Deed. Without prejudice to any other rights that the Promoter may have in that

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behalf, the Promoter shall also have the right to cancel/terminate the Agreement for Sale and forfeit the (i) 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. The balance amounts (excluding taxes), if any, shall be refunded back without interest upon such cancellation subject to the terms provided herein. It is clarified that in case the amount paid by the Applicant/s is less than the amount forfeitable as above then the Promoter has all legal right to recover the same in accordance with law.

14. MAINTENANCE OF THE PROJECT/TOWNSHIP:

- 14.1 The Promoter has developed a club on a community plot site in the Township which shall have recreational services and facilities (“Club”) in accordance with the permission/ sanctions of Competent Authority. The Applicant/s understands and agrees that membership of the ‘Club Shaurya’ is mandatory and he/she has to pay the Club membership fees as detailed in Schedule V. 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’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. The Applicant/s for the purpose of management and maintenance of the Township/Project sign and execute the membership application form and other documents, pay necessary membership fees, legal charges etc. necessary for the formation/registration/smooth functioning of such Association. No objection shall be made by the Applicant/s/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 Applicant/ss of the Township/Project in complying with the above.
- 14.2 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.
- 14.3 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
- 14.4 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.
- 14.5 The Promoter shall be responsible to provide and maintain Common Area and Facilities till the taking over of the maintenance of the Township by the Association or Competent Authority, as the case may be. The Promoter in no case shall be obliged to maintain the Common Areas and Facilities beyond the date as stipulated by the Applicable Laws.
- 14.6 In case, Association fails to take possession of the Common Area & Facilities as envisaged in the Agreement for Sale or prevalent laws governing the same, then in such a case, the Promoter may, at its option, continue with the maintenance of the same and on such terms as it deem fit and proper.
- 14.7 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:
- The entrances in the Project/Township shall not be obstructed or used for any purpose other than ingress to and egress from the Plot;
 - The Applicant/s shall not make or permit any disturbing noises in the Project/Township or do

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- or permit anything to be done therein which will interfere with the rights comfort or convenience of other Applicant/ss/ occupants. The Applicant/s shall not use any loud speaker in the Plot 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 Plot shall be deposited in such place only in the Project and at such time and in such manner as the Promoter / Association / Maintenance Agency may direct.
 - 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.
- 14.8 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.
- 14.9 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 &, monthly recurring maintenance charges. (“**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. 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.
- 14.10 The Applicant/s agrees that on issuance of Offer Letter of the Plot, 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 V**. 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 Plot.
- 14.11 The Applicant/s agrees that upon offer of possession of Plot 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 the building to be constructed on the Plot) of the Project. 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.
- 14.12 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 Plot 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.
- 14.13 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 Charges shall constitute a breach of the terms contained herein by the Applicant/s.
- 14.14 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 Agreement for Sale 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

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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 Plot. The refund after deduction as above, if any, shall be governed by the provisions contained herein.

15 DEFECT LIABILITY:

It is agreed that in case defect in workmanship is brought to the notice of the Promoter within the time period as specified under the prevalent law by the Applicant/s from the date of Offer Letter, it shall be the duty of the Promoter, after confirmation of the Promoter's architect, which shall be final in deciding whether there is any defective; to rectify such defects without further charge, within ninety days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Applicant/s shall be entitled to receive appropriate compensation in the manner as provided under the Act:

Provided that, the Promoter shall not be liable for any defect induced by the (i) Association's negligence (ii) Applicant/s carrying out construction on the Plot in violation of Approvals and (iii) act of omission or commission of other Applicant/s of the Project/Township and (iii) Force Majeure Events.

16. RIGHT TO ENTER THE PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ Maintenance Agency/ Association / Competent Authority shall have rights to enter into Plot, if required for any maintenance related works after giving due notice unless the circumstances warrant otherwise.

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 also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project without in any way obstructing or causing nuisance to the ingress and egress of the Applicant/s/ other occupants of the Project.

17. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

- a. The Applicant/s shall, after taking possession of the Plot, be solely responsible to maintain the Plot and construction thereon at his/her own cost and expenses and shall not do anything in or to the Plot and construction thereon 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 plot / 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 abide by the provisions of the Applicable Laws while carrying out construction on the Plot. The Applicant/s alone be liable/responsible for any non compliance in relation to the construction as well as safety and security of his/her materials. 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's IFMS (as mentioned in Schedule V) along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses then the Promoter shall be entitled to raise demand against it, which shall be strictly payable by the Applicant/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 Promoter will return IFMS to the Association on transfer of Common Areas and Facilities (net of Cumulative Defaults). It is clarified that in case the Common Areas and Facilities viz parks, roads, sewer, water etc were 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

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deducted from an Applicant/ss'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.

- c. The Applicant/s shall not store any hazardous or combustible goods in the Plot and construction thereon. The Applicant/ss shall ensure that they will 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.
- d. The Applicant/s shall plan and distribute its electrical load in the building to be constructed on the Plot 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.
- e. 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 Plot by way of sale, agreement of sale, lease, license, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever, till the date of execution and registration of the Conveyance/Sale Deed in his/her favour 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 Agreement for Sale 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 Plot 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's banker / financial institution to facilitate the Applicant/s to obtain the loan from such bank / financial institution for purchase of the Plot. The Applicant/s hereby agrees that the Promoter shall be entitled to terminate Agreement for Sale at the request of the Applicant/s'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.
- f. 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
- g. 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 Plot.
- h. The Project shall always be known as **"Eldeco North 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.
- i. In case of termination of Agreement for Sale/Application e, all documents executed/ received by the Applicant/s(s) in furtherance thereto shall stand terminated for all intents and purposes and the Applicant/s(s) shall return all documents (in original) to the Promoter.
- j. 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

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possession of the Plot, 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 hold the Promoter responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.

- k. 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.
- l. The Applicant/s undertakes that the Applicant/s has/have taken the decision to purchase the Plot 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 this Application.
- m. The Applicant/s is aware that the Promoter shall be carrying out extensive development/ construction activities at any time in future on the Total Land and that the Applicant/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 such 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 if not affecting the Plot.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

- 1 The Promoter after execution this Agreement shall not mortgage or create charge on the Plot 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 Plot for Residential usage.
- 2 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.

19. TRANSFER/NOMINATION

- a) Subject to the terms of the allotment and the Applicant/s clearing all dues including interest, taxes, levies etc. if any, at any time prior to the execution of the Conveyance/Sale Deed, but subject to paying at least 40% of the Cost of Property 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

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- 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.
- b) At any time after execution of Agreement, in addition to transfer charges an administrative fees of Rs. 25,000/- (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 favour 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.
 - c) The Applicant/s understand and acknowledge that the Promoter is entitled to demand the Transfer charges and Administrative Charges as mentioned hereinabove post execution and registration of the Conveyance/Sale Deed as long as the Promoter is maintaining the Common Areas and Facilities or as long as the Promoter is required to maintain the records/accounts pertaining to the Project and its Applicant/s/s, whichever is later.

20. JOINTAPPLICANT/S:

That in case there are Joint Applicant/s, all communications shall be sent by the Promoter to the Applicant/s whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served on all the Applicant/ss.

21. GOVERNINGLAW:

That the rights and obligations of the parties under or arising out of Agreement for Sale/Application 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 Agreement for Sale/Application. Any change so prescribed by the Act and Rules shall be deemed to be automatically included in Agreement for Sale/Application and similarly any such provision which is inconsistent or contradictory to the Act and Rules shall not have any effect.

22. DISPUTERESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of Agreement for Sale/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 the adjudicating officer appointed under the Act.

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

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