

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 a residential 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 2/11/2015 which inter - alia includes Plotted development, independent built-up Plots, commercial spaces, schools, parks, utilities etc and common services and facilities therein.
- 3) The Applicant/s acknowledges that the Promoter is now developing a Plotted residential colony by the name of "**Eldeco Inner Circle**" at Eldeco Shaurya ("**Project**") on the land admeasuring _____sqmtrs forming part and parcel of Total Land ("**Project Land**"), comprising of 22 nos. of Plots and 11 nos of Plots duly approved by LIDA vide Permit no 721 dated 27/02/2018 , more particularly demarcated in the plan annexed hereto in **Schedule I**.
- 4) The Applicant/s acknowledges that the Project Land is owned by various individuals. The various land owners and the Promoter has entered into a Consortium Agreement in respect of the Project Land, which 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 Project 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 said Approvals are available at site and Head office of the Promoter.
- 7) The Applicant/s has vide this application ("**Application**") hereby applies for booking of a residential Plot in the Project under the applicable law and of pro rata share in the common areas of the Township ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real

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Estate (Regulation & Development) Rules, 2016 as detailed in **Schedule III** (hereinafter referred to as "**Plot**") for such Total Price of the Plot as specified in **Schedule IV**.

- 8) The Promoter has informed the Applicant/s that it will be entitled to use the common areas & facilities of the Township on such terms and conditions as may be stipulated from time to time by the Promoter or Maintenance Agency or Association of allottees of the Township (herein "**Association**").
- 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 IV**. The detailed payment schedule and list of other charges is provided in **Schedule IV**.
- 10) The Applicant/s has 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 V** (General terms & conditions).
- 14) The Applicant understands and agrees that he/she shall execute and register the Agreement for Sale in case of Plot is allotted to him/her within ____ days from the date of intimation of allotment. In case the Applicant fail to execute and register the Agreement For Sale as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 15) 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.
- 16) The Applicant agrees and undertakes that he/she 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.
- 17) 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.
- 18) The Applicant has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

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DECLARATION

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

Yours faithfully,

(Signature of the Applicant)

Name: _____

Date: _____

Place: _____

Note:

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

(Signature of the Co Applicant)

Name: _____

Date: _____

Place: _____

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked: _____ Date of booking : _____

Dealing executive: _____ Checked / verified by : _____

SOLE/ FIRST APPLICANT

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.		:	
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

SOLE/ FIRST APPLICANT

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.		:
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	:
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: _____

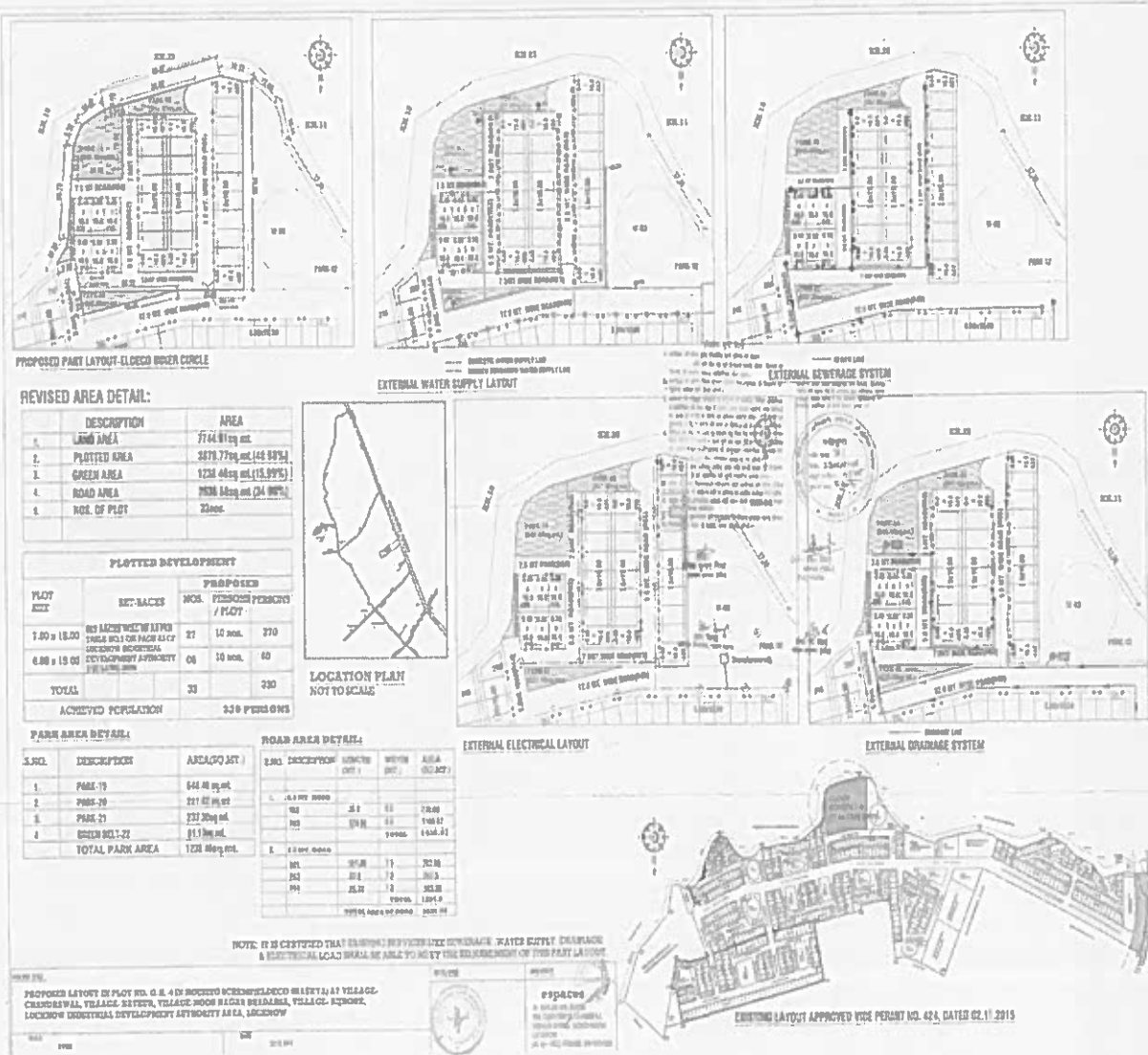
MICR Code: _____

IFSC Code: _____

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SCHEDULE -I APPROVED LAYOUT PLAN



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SCHEDULE -II
DETAILS OF SALE DEEDS OF PROJECT LAND

SR.NO.	NAME OF THE PURCHASER	KHASRA NO.	AREA TAKEN (in hectares)	SALE DEED NO.	DATE OF LAND TRANSACTION	PLOTGE
1	Shobhit Kumar	16-2	0.5060	10681	05-11-2018	Bijnore
2	Swarg Constructions Pvt. Ltd.	15	0.3160	9713	30-10-2018	Bijnore
3	Swarg Constructions Pvt. Ltd.	16Sa	0.3790	14716	18-12-2018	Bijnore
			1.201			

DETAILS OF CONSORTIUM OF PROJECT LAND

Consortium Agreement	Jild No.3, Pages-45 to 62, S.No.63, Dated- 10.08.2018
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**SCHEDULE III
DETAILS OF PLOT**

1.	Details of the Plot	Plot No.
2.	Area of the Plot* (in sqmtrs)	
3.	Source of Booking	
4.	Real Estate Agent name (if applicable) and RERA Registration no [#]	
5.	Payment Plan	
6.	Date of offer of Possession ^{##}	
7.	Payment Schedule	Schedule IV
8.	Deposit, outgoings and other charges	Schedule IV
9.	Initial token amount / Application Money	
10.	Details of payment of Initial token amount	
11.	Payments to be made in favour of	Bank Account Name: Bank Name : Bank Account No. : IFSC code :

*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 -IV
TOTAL PRICE AND PAYMENT SCHEDULE**

Total Price Payable

Particulars	Amount (in Rs.)
Basic Sale Price of the Plot	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 Plot and are over and above the Total Basic Cost mentioned above.

- Interest Free Maintenance Security (IFMS) @ Rs.15/- per sq. ft. for the Plot area i.e. Rs. _____ /-.
- The indicative maintenance charges are @ Rs.1/- per sq. ft per month on the Plot area for the Plot. 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 July 2019. 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
- In addition to above Holding Charges @ Rs. _____ /- psmtr per month of the Plot Area (if applicable).

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	82%
With in 90 days of booking	10%	Down Payment Discount	8%
On Laying of Sewer Line	20%		
On Laying of Water Line	20%		
On Laying of Road (WBM)	20%		
On offer of possession of Plot	10%		

NOTE: Time bound payment shall be payable as per the aforesaid schedule without need of any demand letter and/ or reminder from the Promoter.

1. In the event of delay in payment of Total Price 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 @ _____ % per annum from the date such amounts fall due till realization of payments by the Promoter.
2. The amounts mentioned herein are exclusive of all taxes, charges, levies, duties, cess etc., including but not limited to TDS, 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

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local, public or statutory authorities/ bodies in respect of the Plot and/or the transaction contemplated herein and/or in respect of the Total Price 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.

3. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement For Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the common areas to the Association shall be payable by the Applicant/s.
4. 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.
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 V
GENERAL TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS PERTAINING TO APPLICATION FORM :

1. ELIGIBILITY FOR APPLICATION

- (i) An individual, i.e. a person of the age of majority or a minor through legal or natural guardian (if possible under applicable law), whether an Indian Resident citizen or Non-Resident Indian citizen or a Person of Indian Origin, Overseas Citizen of India (in case of minor, age proof and name of natural guardian is required 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 Project.
- (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

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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 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 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.

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

B. GENERAL TERMS AND CONDITIONS PERTAINING TO AGREEMENT FOR SALE (hereinafter "Agreement"):

5. DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Authority" means Uttar Pradesh Real Estate Regulatory Authority.
- (c) "Government" means the Government of Uttar Pradesh;
- (d) "Rules" means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (e) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (f) "Section" means a section of the Act.

6. TERMS:

- 6.1 Both the parties confirm that they have read and understood the provisions of section -14 of the Act.
The Total Price for the Plot are mentioned in **Schedule IV** hereto.

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Explanation:

- (i) The Total Price includes the booking amount paid by the Applicant to the Promoter towards the Plot;
 - (ii) The Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of applicable taxes and other taxes which may be levied, up to the date of offer of possession/handing over the possession of the Plot to the Applicant and the Project/Township to the Association or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change / modification in the Taxes, the subsequent amount payable by the Applicant to the Promoter shall be increased/ reduced based on such change/ modification:
Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion as per registration with the Authority, which shall include the extension of registration, if any, granted by the Authority, as per the Act, the same shall not be charged from the Applicant;
 - (iii) The Promoter shall periodically intimate in writing to the Applicant, the amount payable as stated in (i) & (ii) above and the Applicant shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
 - (iv) The Total Price of Plot includes recovery of price of land, taxes, development of (not only the Plot but also) the common areas, internal development charges, infrastructural augmentation charges, interim external development charges, taxes/fees/levies etc and includes cost for providing all other facilities, amenities and specifications to be provided within the Plot and the Project.
- 6.2 The Total Price is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges, development fee/charges payable to the competent authority and/ or any other increase in fee/charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant on account of increase in development charges, fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.
Provided that if there is any new imposition or increase of any development fee/charges after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the applicant.
- 6.3 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 8% per annum for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Applicant/s by the Promoter.
- 6.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans (describe in **Schedule I**) and the nature of amenities (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee as per the provisions of the Act.

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Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

- 6.5 The Promoter shall confirm the final area of a Plot as per approved layout plan after the development along with essential services {as mandated by rules and regulation of competent authority} is complete by furnishing details of the changes, if any, in the area. The Total Price payable for the Plot area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Plot area then the Promoter shall adjust the excess money paid by Applicant/s within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the area of the Plot, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule IV**. All these monetary adjustments shall be calculated as per the rate derived per sq yds as agreed in aforesaid para 6.1 or at the price as may be calculated in the ratio of the area of the Total Price, as the case may be.
- 6.6 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 undivided proportionate share in the Common Areas. Since the share/interest of Allottee in Common Areas is undivided and cannot be divided or separated, the Applicant/s(s) shall use the Common Areas along with other occupants, maintenance staff etc. of the Township/Project without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate from the competent as provided in the act.
 - (iii) The Applicant has the right to visit the Project site to assess the extent of development of the Project and his/her Plot.
- 6.7 It is agreed that the Project is an independent, self- contained Project but at the same it form part of a Township and its roads and trunk services are linked/combined with the trunk services of Township for the purpose of integration of infrastructure for the benefit of the Allottee/ the Applicant/s..
- 6.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Plot to the Applicant/s, which it has collected from the Applicant/s, for the payment of outstanding (including land cost, ground rent, 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 authorities, banks and financial institutions, if any which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) collected by it from the Applicant/s or any liabilities, mortgage loan and interest thereon before transferring the Plot to the Applicant/s, the Promoter agrees to be liable, even after the transfer of the property 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.

7 MODE OF PAYMENT:

Subject to the terms of Agreement To Sale and the Promoter abiding by the schedule construction milestones, the Applicant/s shall make all payments on written demand by he Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule IV**] through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as

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applicable), payable at par drawn in favour of "ELDECO HOUSING AND INDUSTRIES LIMITED"

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 8.1 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 any way 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.

10. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards offer of possession of the Plot to the Applicant/s or the competent authority, as the case may be.

Similarly, the Applicant/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule IV ("Payment Plan").

11. DEVELOPMENT OF THE PROJECT/PLOT:

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. The Allottee agrees and understands that the allotment of the Plot is on 'as is where is' basis including its levels. However, the level of Plot shall not be more than 2 ft. below the abutting road. In case the

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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 Allottee/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 Allottee to do the earth filling at his/her own cost and expenses. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the LIDA 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.

12. POSSESSION OF THE PLOT FOR RESIDENTIAL USAGE

- 12.1 Schedule for possession of the Plot-** The Promoter agrees and understands that timely delivery of possession of the Plot to the Applicant and common areas to the Association or the competent authority, as the case may be, is the essence of the allotment. The Promoter assures to offer/hand over possession of the of the Plot along with ready and complete Common Areas with all amenities and facilities in place on the date as mentioned in Schedule III unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Applicant agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this application shall stand terminated and the Promoter shall refund to the Applicant the entire amount received by the Promoter. The Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement.

- 12.2 Procedure for taking possession -** The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Plot to the Applicant in terms of the Agreement within two months from the date of issue of completion certificate/occupancy certificate (as applicable).

The Promoter agrees and undertakes to indemnify the Applicant in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Applicant, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association, as the case may be after the issuance of the completion/occupancy certificate (as applicable) for the project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Plot to the Applicant at the time of conveyance of the same.

- 12.3 Failure of Applicant to take Possession-** Upon receiving a written intimation from the Promoter as per Para above, the Applicant shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Plot to the Applicant. In case the Applicant fails to take possession within the time provided in Para above, such Applicant shall be liable to pay to the Promoter holding charges at the rate of Rs. ____/- per sq. mtrs per month

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of Plot area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Schedule IV.

- 12.4 Possession by the Applicant** – After handing over physical possession of the Plot to the Applicant it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Law.

- 12.5 Cancellation by Applicant** – The Applicant shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Applicant(s), proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment as well as interest liabilities, if any. The Promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the applicant within 45 (Forty Five)days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Plot or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. The Promoter shall inform the previous allottee, the date of re-allotment of the Plot & also display this information on official website of UP RERA on the date of re-allotment.

- 12.6 Compensation** – The Promoter shall compensate the Applicant in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event or due to non compliance of the terms and conditions by Applicant/s, if the Promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of the Agreement, duly completed by the date specified in par above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Applicant, in case the Applicant wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him Plot in respect of the Plot with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Applicant does not intend to withdraw from the Project, the Promoter shall pay the Applicant interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Applicant within forty five days of it becoming due.

13. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to offer possession of the developed Plot to the Applicant within the time period specified in the Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of developed Plot, it shall mean that the Plot having provision of water supply (if agreed), sewerage, electricity, roads or any other amenities approved in the demarcation cum zoning plan, (as per the guidelines of the competent authority) and for the same the Promoter has obtained demarcation cum zoning plan/ part completion /completion certificate, as the case may be;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.

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b. In case of default by Promoter under the conditions listed above a non-defaulting Applicant is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Applicant stops making payments, the Promoter shall correct the situation by completing the construction milestones and only there after the Applicant be requires to make the next payment without any interest; or
- (ii) The Applicant 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 under any head whatsoever towards the purchase of Plot, along with interest at the rate equal to MCLR(Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice.

Provided that where an Applicant does not intend to withdraw from the Project or terminate the Agreement he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Plot which shall paid by the Promoter to the Applicant within 45 days of it becoming due.

c. The Applicant shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Applicant fails to make payments demanded by the Promoter as per the payment plan annexed here to (Schedule IV), despite having been issued notice in that regard, the Applicant shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. In case of default by Applicant under the condition listed above continuous for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favor of the Applicant and refund the money paid to him by the Applicant after deducting the booking amount and the interest liabilities. The Promoter must not be in default to take this benefit.

Provided that the Promoter shall intimate the Applicant about such termination at least 30 days prior to such termination.

14. TRANSFER/CONVEYANCE OF THE PLOT:

14.1 Subject to the terms of this Agreement and norms of LIDA and subject to the Applicant clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Conveyance Deed, the Applicant 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 Applicable Laws, notifications/Governmental directions, guidelines issued by LIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant of such applicable transfer charges (taxes extra) as per prevailing policy of the Promoter and upon the applicant providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer /substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LIDA/Association on such transfer/ substitution/ nomination shall also be paid by the Applicant / third party transferee.

14.2 At any time after execution of this Agreement/allotment of the Plot, administrative fees of Rs. 25,000/ (Rupees Twenty Five Thousand only) [taxes extra] or such amount as per prevailing

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policy of the Promoter shall be payable in case of such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either applicant and the applicant 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 is mandatory,

- 14.3 The Promoter, on receipt of Total Price as per Schedule IV, shall execute a conveyance deed and convey the title of the Plot to the applicant together with proportionate indivisible share in the Common Areas to the within 3 months from the date of issuance of the completion certificate/ deemed completion and the occupancy certificate (if any) as the case may be.
- 14.4 The Applicant shall also be liable to pay LIDA any fees/charges, if imposed on account of failure to get the conveyance deed registered. However, in case the Applicant fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the applicant authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Applicant.

15. MAINTENANCE OF THE PROJECT/TOWNSHIP:

- 15.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project. However if the Association is not formed within one year of completion certificate, the Promoter will be entitled to collect from the applicant amount equal to the amount of maintenance disclosed in Schedule IV + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Association once it is formed.
- 15.2 The Applicant agrees to join an Association for maintenance and management of common services and facilities and shall accordingly pay the common area charges.

16. DEFECT LIABILITY:

It is agreed that in case any defect in workmanship, quality or provision of service or any other obligations of Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defect without further charge, within ninety days, and in the event of Promoter's failure to rectify such defect within such time, the aggrieved Allottee(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 Allottee by means of his/ her negligence or carrying out structural/ architectural changes from the original design as approved by the competent authority.

17. 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.

18. USAGE:

The service areas, if any, as located within the Project/Township shall be earmarked for purposes such as services including but not limited to electric sub—station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

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19. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT

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 or suffer to be done 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' 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 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.

20. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this agreement for the allotment of the Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project/Township.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

The Promoter after execution the 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. The applicant is entitled to give consent to the Promoter to raise the financial facilities against security of the Plot and mortgage the same from banks or any financial institution.

22. BINDING EFFECT:

Forwarding the agreement to the applicant by the Promoter does not create a binding obligation on the part of the Promoter or the applicant until, firstly, the applicant signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the applicant and secondly, appears for registration of the same before the concerned Sub registrar, Lucknow as and when intimated by the Promoter. If the applicant(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the applicant and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve notice to the applicant for rectifying the default, which if not rectified within 30 days from the date of its receipt by the applicant, application of the applicant shall be treated as cancelled and all sums deposited by the applicant in connection therewith including the booking amount shall be returned to the applicant without any interest or compensation whatsoever.

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23 PROVISIONS OF THE AGREEMENT APPLICABLE ON APPLICANT/ SUBSEQUENT APPLICANTS:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of Plot and the project shall equally be applicable to and enforceable against and by any subsequent applicant of the Plot in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Applicant in not making payments as per the Payment Plan (Schedule IV) including waiving the payment of interest for delayed payment. It is made clear so agreed by the applicant that exercise of discretion by the Promoter in the case of one applicant shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other applicant.
- 24.2 Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

25. NOTICES

That all notices to be served on the applicant and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Applicant or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Applicant
_____ (Applicant Address)

M/s ELDECO HOUSING AND INDUSTRIES LIMITED
Corporate office at 2nd Floor, Eldeco Corporate Chamber-I, Vibhuti Khand, (opp. Mandi Parishad), Gomti Nagar, Lucknow 226010

It shall be the duty of the Applicant and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Applicant, as the case may be.

26. JOINT APPLICANT/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.

27. GOVERNING LAW:

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

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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.

28. DISPUTE RESOLUTION:

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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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 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 residential 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 2/11/2015 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 now developing a plotted residential colony by the name of "Eldeco Inner Circle" at Eldeco Shaurya ("Project") on the land admeasuring 7745 sqmtrs forming part and parcel of Total Land ("Project Land"), comprising of 22 nos. of plots and 11 nos of villas duly approved by LIDA vide Permit no 721 dated 27/02/2018
- 4) The Applicant/s acknowledges that the Project Land is owned by various individuals. The various land owners and the Promoter have entered into a Consortium Agreement in respect of the Project Land, which 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 Project Land as well as the aforesaid Consortium Agreement is described in **Schedule I**.
- 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 said Approvals are available at site and Head office of the Promoter.
- 7) The Applicant/s has vide this application ("Application") hereby applies for booking of a residential villa in the Project under the applicable law and of pro rata share in the common areas of the Township ("Common Areas") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 as detailed in **Schedule II** such Total Price of the Villa as specified in **Schedule III**.
- 8) The Promoter has informed the Applicant/s that it will be entitled to use the common areas & facilities of the Township on such terms and conditions as may be stipulated from time to time by

the Promoter or Maintenance Agency or Association of allottees of the Township (herein "Association").

- 9) The Applicant/s acknowledges that standard design of Villa on the Project Land approved vide Permit no. _____(herein "Said Drawing"). A copy of the approved layout plan of the Township and Villa is enclosed herewith in **Schedule IV**.
- 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 III**. The Applicant/s acknowledges the detailed payment schedule and list of other charges is provided in **Schedule III** and the specifications in **Schedule V**.
- 11) The Applicant/s has 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.
- 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 VI** (General terms & conditions).
- 15) The Applicant understands and agrees that he/she shall execute and register the Agreement to Sell in case of Villa is allotted to him/her within __ days from the date of intimation of allotment. In case the Applicant fail to execute and register the Agreement to Sell as above due to any reason whatsoever then he/she shall be solely responsible for any penalty, consequences thereof.
- 16) The Applicant/s confirms that they have chosen to invest in the Villa after exploring all other options of similar properties available with other 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 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 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 has no objection to receiving marketing material correspondence, calls and SMS from the Promoter.

DECLARATION

I/We have read through the Application Form and Indicative General Terms & Conditions (Schedule VI) and declare to have complete understanding and acceptance of the same and I/we agree to be bound therewith. I/We have sought detailed explanations and clarifications from Promoter and the Promoter has

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

Yours faithfully,

(Signature of the Applicant)

Name: _____

Date: _____

Place: _____

(Signature of the Co Applicant)

Name: _____

Date: _____

Place: _____

Note:

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

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked: _____ Date of booking : _____

Dealing executive: _____ Checked / verified by : _____

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.	Residential Status*	: Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ : Overseas Citizen of India (OCI) _____
11.	Phone	: (Home) (Work) (Mobile) (Any Other)
12.	Email ID	:
13.	Correspondence Address	:
14.	Permanent Address	:

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.	Residential Status*	:	Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____
11.	Phone	:	(Home) _____ (Work) _____ (Mobile) _____ (Any Other) _____
12.	Email ID	:	
13.	Correspondence Address	:	
14.	Permanent Address	:	

COMPANY AS AN APPLICANT		
1.	Name of Company Public/Private/Limited/Listed	:
2.	Date of Incorporation	:
3.	Correspondence Address	:
4.	Registered Address	: Single _____ Married _____
5.	Name of the authorised contact person	: Male _____ Female _____ Other _____
6.	Phone Fax	: (work) _____ (mobile) _____
7.	Email ID	: _____ @ _____
8.	Promoter PAN No (Mandatory)	:
9.	Corporate Identification Number	:
10.	Director Identification Number (DIN)	: Resident Indian _____ Non Resident Indian (NRI) _____ Person of Indian Origin(PIO) _____ Overseas Citizen of India (OCI) _____

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: _____

SCHEDULE I

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	Shobhit Kumar	16-2	0.5060	10681	05-11-2018	Bijnore
2	Swarg Constructions Pvt. Ltd.	15	0.3160	9713	30-10-2018	Bijnore
3	Swarg Constructions Pvt. Ltd.	16Sa	0.3790	14716	18-12-2018	Bijnore
			1.201			

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 II
DETAILS OF VILLA**

1.	Details of the Villa	Villa No.
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 IV
8.	Deposit, outgoings and other charges	Schedule IV
9.	Initial token amount / Application Money	Rs. /- ()
10.	Details of payment of Initial token amount	Dated
11.	Payments to be made in favor of	Bank A/c Name: Eldeco Housing & Industries Ltd. Bank Name : _____ Bank Account No. : _____ IFSC code : _____

*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 the Agreement to sell 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,

SCHEDULE III

TOTAL PRICE AND PAYMENT SCHEDULE

Total Price**1(a)**

Particulars	Amount (in Rs.)
Basic Price of the Villa	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 Price mentioned above.

- Interest Free Maintenance Security (IFMS) @ Rs.15/- per sq. ft. of the Plot area for the Villa i.e. Rs. ____/-.
- The indicative maintenance charges are @ Rs.1/- per sq. ft per month on the carpet 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 July 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. ____/- psft per month 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 60 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

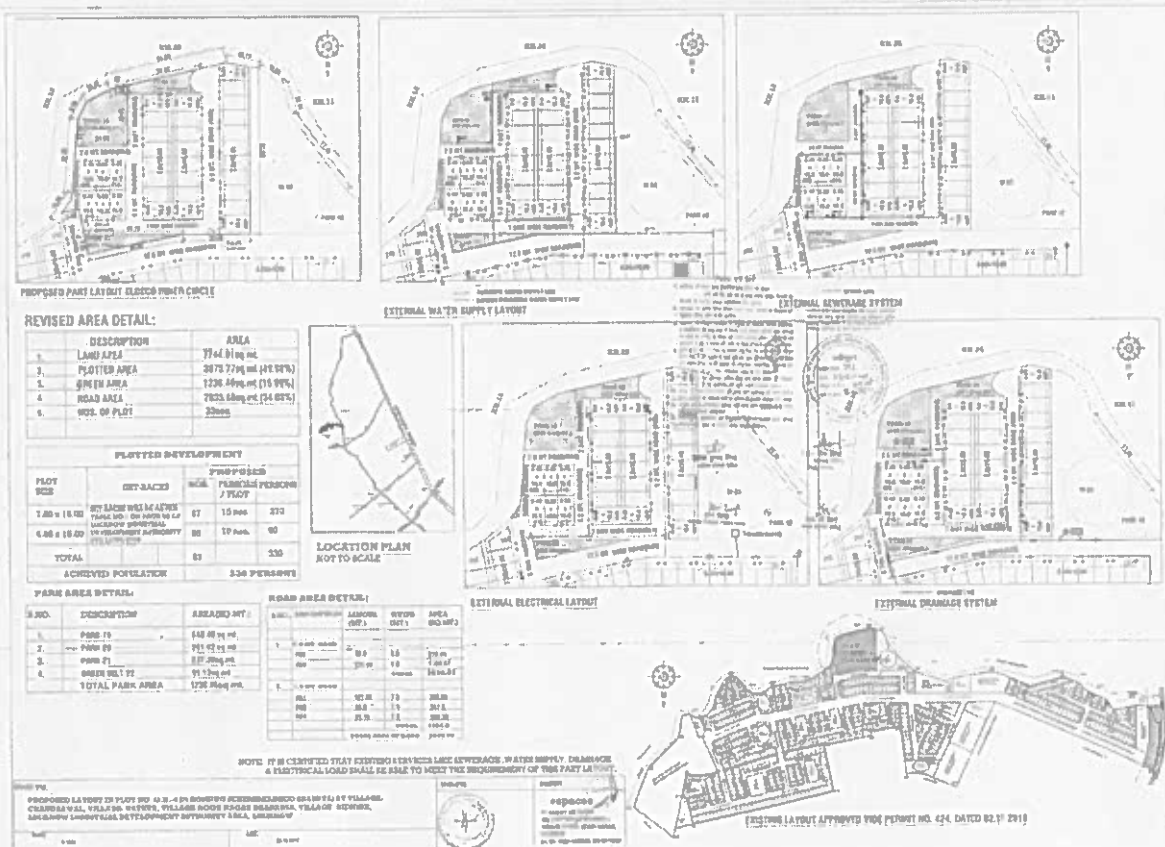
On start of Plumbing Work	10%				As Per Govt. Norms
On commencement of Plaster	10%				As Per Govt. Norms
On Start of Flooring	10%				As Per Govt. Norms
On offer of possession	5%				As Per Govt. Norms
TOTAL:					As Per Govt. Norms

Down payment Plan					
Particulars		Date	Cost	PLC	GST
At the time of booking	10%				As Per Govt. Norms
Within 60 days of Booking	82%				As Per Govt. Norms
Rebate	8%				As Per Govt. Norms
TOTAL:					As Per Govt. Norms

NOTE:

1. The Total Price of Villa 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 Villa (ii) cost of running, maintenance and operation of Common Areas and common facilities; or (iii) for any rights over the Commercial area/ commercial Villas/convenient shopping, shops, kiosks, conveniences, recreational area/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 applicants/ right-holder at the Project); or (iv) for any rights over areas reserved/ restricted for any other applicant/ 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.
2. The Applicant shall pay all charges and expenses related to joining of Association of allottees 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.
3. The Applicant shall pay all charges and expenses including but not limited to 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 to Sale and Sale Deed of the Villa to Applicant and Sale Deed of the Common Areas to Association (as the case maybe) shall be payable by the Applicant.

SCHEDULE IV **APPROVED LAYOUT OF PROJECT**



SCHEDULE V
SPECIFICATIONS OF THE INNER CIRCLE-(VILLA)

STRUCTURE

Earthquake Resistant Structure	Combination of R.C.C. frame and load bearing Brick structure.
External Wall Finish	Cement Paint / Texture Finish.
Internal Wall Finish	Oil Bound Distemper on Walls and Ceiling. Vitrified tiles in Drawing, Dining and Bedrooms. Ceramic tiles in Store / Study.
Flooring	
Doors	Hard wood frame with Flush door/Skin Moulded shutter in paint/polish.
Windows	Powder Coated Anodized Aluminium/ UPVC
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
Fittings and Fixtures	Good quality C.P. Fittings, SS Kitchen sink-single bowl with drain board.

TOILETS

Walls	Combination of Designer ceramic tiles up to 7', oil bound distemper.
Flooring	Ceramic Tiles/ Stone.
Counter	Granite counter wash basin in one toilet.
Fittings and Fixtures	Superior quality C.P. Fittings, EWC in white, Wash basin, Mirror, soap dish and Towel Rod/Hook.
Electrical	Modular switches and sockets with copper wiring (fittings like fan, light, exhaust, geysers and appliances etc. not provided).

BALCONIES AND TERRACES

Flooring	Ceramic Tiles/ Stone.
Ceiling	Exterior Paint.
Staircase and Drive Way	Kota Stone/ Tiles/ paver blocks/ Combination of Stone/ Concrete.
Roof Terrace	Brickbat Coba /equivalent treatment.

Note : EHIL reserves the right to consider any of the materials for execution out of the proposed options.

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.

SCHEDULE VI

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.10000/- (Rupees Ten Thousand only) as an administrative charges, only if the cancellation is prior to the execution of the Agreement to Sell 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 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 Villa in the Project.
- (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 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 to Sell, 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.

4. 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 __ (____) 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.

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

5. DEFINITIONS

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

"Authority" means Uttar Pradesh Real Estate Regulatory Authority.

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

"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.

"Section" means a section of the Act.

- 6.1 Both the parties confirm that they have read and understood the provisions of section -14 of the Act.

The Total Price for the Plot are mentioned in **Schedule III** hereto.

Explanation:

- (i) The Total Price includes the booking amount paid by the Applicant to the Promoter towards the Villa;
- (ii) The Total Price includes Taxes (consisting of tax paid or payable by the Promoter by way of applicable taxes and other taxes which may be levied, up to the date of offer of possession/handing over the possession of the Villa to the Applicant and the Project/Township to the Association or the competent authority, as the case may be, after obtaining the completion certificate:
Provided that in case there is any change / modification in the Taxes, the subsequent amount payable by the Applicant to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the Taxes after the expiry of the scheduled date of completion as per registration with the Authority, which shall include the extension of registration, if any, granted by the Authority, as per the Act, the same shall not be charged from the Applicant;

- (iii) The Promoter shall periodically intimate in writing to the Applicant, the amount payable as stated in (i) & (ii) above and the Applicant shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Applicant the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;

- (iv) The Total Price of the Villa includes recovery of price of land, construction of (not only the Villa but also) the Common Areas, taxes, cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa as per Agreement.

- 6.2 The Total Price is escalation-free, save and except increases which the Applicant hereby agrees to pay, due to increase on account of development charges, development fee/charges payable to the competent authority and/ or any other increase in fee/charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Applicant on account of increase in development charges, fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation/justification to that effect along with the demand letter being issued to the Applicant, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development fee/charges after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the applicant.

- 6.3 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 8% per annum for the period by which the respective installment has been advanced. The provision for allowing rebates and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Applicant/s by the Promoter.

- 6.4 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications (describe in Schedule V) and the nature of amenities (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Villa without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act and Rules made thereunder or as per approvals/instructions/guidelines of the competent authorities.

- 6.5 The Promoter shall confirm the final carpet area of a Villa as per approved layout plan after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is applied for or is granted by the competent authority by furnishing details of the changes if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall adjust the excess money paid by Applicant/s within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Villa, allotted to Allottee the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule III**. All these monetary adjustments shall be calculated same rate per square foot as agreed in aforesaid para 6.1 or at the price as may be calculated in the ratio of the area of the Total Price, as the case may be.

- 6.6 The Promoter agrees and acknowledges, the Applicant/s shall have the right to the Villa for Residential usage as mentioned below:

- (i) The Applicant/s shall have exclusive ownership of the Villa for Residential usage;
- (ii) The Applicant/s(s) shall use the Common Areas along with other occupants, maintenance staff etc. of the Township/Project without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association after duly obtaining the completion certificate from the competent as provided in the act.
- (iii) The Applicant has the right to visit the Project site to assess the extent of development of the Project and his/her Villa.

- 6.7 It is agreed that the Project is an independent, self- contained Project but at the same it form part of a Township and its roads and trunk services are linked/combined with the trunk services of Township for the purpose of integration of infrastructure for the benefit of the Allottee/ the Applicant/s..

- 6.8 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the Villa to the Applicant/s, which it has collected from the Applicant/s, for the payment of outstanding (including land cost, ground rent, 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 authorities, banks and financial institutions, if any which are related to the Project). If the Promoter fails to pay all or any of the outstanding(s) 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 property 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.

7. MODE OF PAYMENT:

Subject to the terms of Agreement To Sale and the Promoter abiding by the schedule construction milestones, the Applicant/s shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule III] 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"

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 8.1 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 Villa in any way 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 Villa in his/her name and the Applicant/s undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

10. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards offer of possession of the Villa to the Applicant/s or the competent authority, as the case may be.

Similarly, the Applicant/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in Schedule III ("Payment Plan").

11. CONSTRUCTION OF THE PROJECT/VILLA:

The Applicant/s has seen the layout plan regarding the Project/Township where the Villa 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. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the LDA 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.

12. POSSESSION OF THE VILLA FOR RESIDENTIAL USAGE

- 12.1 **Schedule for possession of the Villa-** The Promoter agrees and understands that timely delivery of possession of the Villa to the Applicant and common areas to the Association or the competent authority, as the case may be, is the essence of the allotment. The Promoter assures to offer/hand over possession of the of the Villa along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on the date as mentioned in **Schedule V**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project or beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Applicant agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Applicant agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this application shall stand terminated and the Promoter shall refund to the Applicant the entire amount

received by the Promoter. The Promoter shall intimate the Applicant about such termination at least thirty days prior to such termination. After refund of the money paid by the Applicant, the Applicant agrees that he/she shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under the Agreement.

- 12.2 Procedure for taking possession** – The Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Villa to the Applicant in terms of the Agreement within two months from the date of issue of completion certificate/occupancy certificate (as applicable).

The Promoter agrees and undertakes to indemnify the Applicant in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Applicant, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association, as the case may be after the issuance of the completion/occupancy certificate (as applicable) for the Project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Villa to the Applicant at the time of conveyance of the same.

- 12.3 Failure of Applicant to take Possession**– Upon receiving a written intimation from the Promoter as per Para above, the Applicant shall take possession of the Villa from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Villa to the Applicant. In case the Applicant fails to take possession within the time provided in Para above, such Applicant shall be liable to pay to the promoter holding charges at the rate of Rs.____/- per sq. mtrs per month of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in ScheduleIII.

- 12.4 Possession by the Applicant** – After handing over physical possession of the Villa to the Applicant it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association or the competent authority, as the case may be, as per the Applicable Law.

- 12.5 Cancellation by Applicant** – The Applicant shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Applicant(s), proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment as well as interest liabilities, if any. The Promoter shall refund 50% (Fifty Percent) of the balance amount of money paid by the applicant within 45 (Forty Five)days of such cancellation/withdrawal and remaining 50% (Fifty Percent) of the balance amount on re-allotment of the Villa or at the end of one year from the date of cancellation/withdrawal, whichever is earlier. The Promoter shall inform the previous allottee, the date of re-allotment of the Villa & also display this information on official website of UP RERA on the date of re-allotment.

- 12.6 Compensation** – The Promoter shall compensate the Applicant in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event or due to non compliance of the terms and conditions by Applicant/s, if the Promoter fails to complete or is unable to give possession of the Villa (i) in accordance with the terms of the Agreement, duly completed by the date specified in para above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Applicant, in case the Applicant wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him Villa in respect of the Villa with interest

at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Applicant does not intend to withdraw from the Project, the Promoter shall pay the Applicant interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Villa, which shall be paid by the Promoter to the Applicant within forty five days of it becoming due.

13. EVENTS OF DEFAULTS AND CONSEQUENCES:

a. Subject to the Force Majeure clauses, reasons beyond control of the Promoter, default caused by non compliance of Agreement by Applicant, the Promoter shall be considered under a condition of default, in the following events.

(i) Promoter fails to offer possession ready to move in possession of the Villa to the Applicant within the time period specified in the Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Villa shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made there under.

b. In case of default by Promoter under the conditions listed above a non-defaulting Applicant is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Applicant stops making payments, the Promoter shall correct the situation by completing the construction milestones and only there after the Applicant be requires to make the next payment without any interest; or

(ii) The Applicant 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 under any head whatsoever towards the purchase of Villa, along with interest at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice.

Provided that where an Applicant does not intend to withdraw from the Project or terminate the Agreement he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Villa which shall paid by the Promoter to the Applicant within 45 days of it becoming due.

c. The Applicant shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Applicant fails to make payments demanded by the Promoter as per the payment plan annexed here to (Schedule III), despite having been issued notice in that regard, the Applicant shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. In case of default by Applicant under the condition listed above continuous for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa in favor of the Applicant and refund the money paid to him by the Applicant after

deducting the booking amount and the interest liabilities. The Promoter must not be in default to take this benefit.

Provided that the Promoter shall intimate the Applicant about such termination at least 30 days prior to such termination.

15. TRANSFER/CONVEYANCE OF THE VILLA:

- 15.1 Subject to the terms of this Agreement and norms of LDA and subject to the Applicant clearing all dues including interest, taxes, levies etc. if any, at any time prior to execution of the Conveyance Deed, the Applicant 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 Applicable Laws, notifications/Governmental directions, guidelines issued by LIDA, if any, in this regard. Such transfer/ substitution/ nomination shall be permitted upon payment by the Applicant of such applicable transfer charges (taxes extra) as per prevailing policy of the promoter and upon the applicant providing necessary documents for transfer/ substitution/ nomination and on such terms and conditions and guidelines as it may deem fit by the promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer /substitution/ nomination and (ii) transfer charges, fee etc if any imposed/levied/charged by LIDA/Association on such transfer/ substitution/ nomination shall also be paid by the Applicant / third party transferee.
- 15.2 At any time after execution of this Agreement/allotment of the Villa, 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 in case of such nomination / transfer is in favour of the spouse or child, parents or brother or sister of the either applicant and the applicant 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 is mandatory,
- 15.3 The Promoter, on receipt of Total Price as per Schedule III, shall execute a conveyance deed and convey the title of the Villa to the applicant together with proportionate indivisible share in the Common Areas to the within 3 months from the date of issuance of the completion certificate/ deemed completion and the occupancy certificate (if any) as the case may be.
- 15.4 The Applicant shall also be liable to pay LIDA any fees/charges, if imposed on account of failure to get the conveyance deed registered. However, in case the Applicant fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the applicant authorizes the promoter to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Applicant.

16. MAINTENANCE OF THE PROJECT/TOWNSHIP:

- 16.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project/Township by the Association upon the issuance of the completion certificate of the Project. However if the Association is not formed within one year of completion certificate, the Promoter will be entitled to collect from the applicant amount equal to the amount of maintenance disclosed in Schedule III + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Promoter will pay the balance amount available with him against the maintenance charges to Association once it is formed.

- 16.2 The Applicant agrees to join an Association for maintenance and management of common services and facilities and shall accordingly pay the common area charges.

17. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of offer of possession, it shall be the duty of the Promoter to rectify such defect without further charge, within ninety days, and in the event of Promoter's failure to rectify such defect within such time, the aggrieved Allottee(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 Allottee by means of his/her negligence or carrying out structural/ architectural changes from the original design as approved by the competent authority.

18. RIGHT TO ENTER THE VILLA FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ Maintenance Agency/ Association / 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.

19. USAGE:

The service areas, if any, as located within the Project/Township shall be earmarked for purposes such as services including but not limited to electric sub—station, transformer, DG set rooms, water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

20. GENERAL COMPLIANCE WITH RESPECT TO THE VILLA

- a) The Applicant shall, after taking possession, be solely responsible to maintain the Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Villa which may be in violation of any laws or rules of any authorities or change or alter or make additions to the Villa and keep the Villa its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition.
- b) The Applicant further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the villa or anywhere on the exterior of the project or common areas. The Applicant shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Applicant shall not store any hazardous or combustible goods in the Villa or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building. The Applicant shall also not remove any wall, including the outer and load bearing wall of the Villa.
- c) The Applicant shall plan and distribute its electrical load in conformity with the electrical

systems installed by the Promoter. The Applicant shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

- d) The Allottee understands and agrees that he/she/they have to directly take individual connection for its Villa from the electricity distribution company on its own cost.
- e) The Project shall always be known as "**Eldeco Inner Circle at Eldeco Shaurya**" and the Township as "**Eldeco Shaurya**". These name(s) shall not be changed by anyone including the allottee or his/her lessees / occupant(s) / transferee(s) / assignee(s) / Association of allottees etc. However, the name of the Township/Project may be changed at the sole discretion of the promoter and the allottee shall not be entitled to raise any objection/hindrance on the same.

21. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this agreement for the allotment of the Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the Project/Township.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE 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 applicant is entitled to give consent to the promoter to raise the financial facilities against security of the Villa and mortgage the same from banks or any financial institution.

23. BINDING EFFECT:

Forwarding the agreement to the applicant by the promoter does not create a binding obligation on the part of the promoter or the applicant until, firstly, the applicant signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the applicant and secondly, appears for registration of the same before the concerned Sub registrar, Lucknow as and when intimated by the promoter. If the applicant(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the applicant and/or appear before the Sub-Registrar for its registration as and when intimated by the promoter, then the promoter shall serve notice to the applicant for rectifying the default, which if not rectified within 30 days from the date of its receipt by the applicant, default, which if not rectified within 30 days from the date of its receipt by the applicant, Application of the applicant shall be treated as cancelled and all sums deposited by the applicant in connection therewith including the booking amount shall be returned to the applicant without any interest or compensation whatsoever.

25 PROVISIONS OF THE AGREEMENT APPLICABLE ON APPLICANT/ SUBSEQUENT APPLICANTS:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of Villa and the project shall equally be applicable to and enforceable against and by any subsequent applicant of the Villa in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

28. WAIVER NOT A LIMITATION TO ENFORCE:

- 28.1 The promoter may, at its sole option and discretion, without prejudice to its rights as set out in the agreement waive the breach by the Applicant in not making payments as per the Payment Plan (Schedule III) including waiving the payment of interest for delayed payment. It is made clear so

agreed by the applicant that exercise of discretion by the promoter in the case of one applicant shall not be construed to be precedent and/or binding on the promoter to exercise such discretion in the case of other applicant.

- 28.2 Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

29. NOTICES

That all notices to be served on the applicant and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Applicant or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Applicant

_____ (Applicant Address)

M/s ELDECO HOUSING AND INDUSTRIES LIMITED

Corporate office at 2nd Floor, Eldeco Corporate Chamber-I, Vibhuti Khand, (opp. Mandi Parishad),

Gomti Nagar, Lucknow 226010

It shall be the duty of the Applicant and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Applicant, as the case may be.

30. JOINT APPLICANT/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/s.

31. GOVERNING LAW:

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.

32. DISPUTE RESOLUTION:

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 Villa 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.