

PROFORMA OF APPLICATION FORM

Date_____

To,

Eldeco Housing and Industries Limited

Eldeco Corporate Chamber – I, 2nd Floor,
Opp. Mandi Parishad, Vibhuti Khand, Gomti Nagar,
Lucknow-226010

Dear Sir,

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

1. The Applicant/s acknowledge that vide Permit no. 2095, dated 16/03/2021 Lucknow Industrial Development Authority (herein “**LIDA**”) has approved the layout plan on land admeasuring approx. 65347 sqmtr. (approx. 16 acres) situated at _____, Lucknow, Uttar Pradesh (herein referred to as the ‘**Total Land**’) to M/s Eldeco Housing and Industries Ltd. (“**Promoter**”).
2. The Promoter is developing the Total Land under the name and style of “**Eldeco Imperia**” (herein “**Township**”), which inter – alia includes plotted development, independent built-up Villas, commercial area, schools, EWS/LIG units , club, green area etc .
3. The Total Land is owned by Neptune Infracon Private Limited and Shivaye Constructions Private Limited(hereinafter referred as ‘**Landowner**’). The Land owner and the Promoter have entered into a Consortium Agreement(s), which is duly registered at the office of the concerned Sub-Registrar, Lucknow. The Promoter being a lead member is entitled to develop, market, sell the unit/plots/villas/commercial area/school etc falling in the Township. The details of the Sale deed(s) and Consortium Agreement is attached herewith as **Schedule _____**.
4. The Promoter has registered the Township under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and UPRERA has granted Registration on_____vide registration bearing no. **UPRERAPRJ _____**.
5. 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 Township. The said approvals are available at site and Head office of the Promoter.
6. The Applicant/s vide this application (“**Application**”) applies for booking of a residential plot in the Township as detailed in **Schedule _____**(herein “**Plot**”) for Total Price as specified in **Schedule _____**.
7. The Applicant/s shall be entitled to use the common areas 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 (herein “**Association**”), which will be comprising of all the allottees of the Township.
8. The Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule _____**. The detailed payment schedule and list of other charges is provided in **Schedule _____**.
9. The Applicant acknowledge and accepts that the commercial area, EWS/LIG area, school and club of the Township are not part of the common areas and the Promoter shall be entitled to deal with them in a manner it may deem fit and proper at its sole discretion including but not limited to leasing,



selling or creating third party rights thereon. It is further clarified that the allottee(s) of residential plots/villas in the Township will be entitled to use the facilities of the Club, which is being planned in the Township on such terms and conditions as may be formulated by the Promoter. The Promoter reserves the right as to develop and operationalize the commercial area, school, club and community sites as per its sole discretion.

10. The Applicant/s has/have understood his/her/their rights and obligations in relation to the Plot/Township and have signed this Application with full knowledge of all the laws, rules and regulations, notifications, etc. applicable to the Township.
11. The Applicant/s has/have verified and is/are satisfied with all the title documents and deeds, which entitles the Promoter to allot the Plot on the basis of such terms and conditions as contained herein.
12. The Applicant/s do hereby accept and agree to abide by the terms & conditions as stipulated herein and also in **Schedule ____** (General Terms & Conditions).
13. The Applicant shall execute and register the Agreement for Sale in case Plot is allotted to him/her, within 30 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, consequence thereof.
14. The Applicant/s has/have chosen to invest in the Plot after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and further confirm that the Plot is suitable for their/his/her requirement and therefore has voluntarily approached the Promoter for allotment of the Plot in the Township.
15. The Promoter and/or any of its sister-concerns or affiliates shall not be liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) with respect to the Plot/Township and Applicant/s agree not to make any claims/demands on the Promoter and/or any of their sister-concerns, subsidiaries or affiliates with respect thereto.
16. The Applicant shall inform the Promoter of any future changes related to the information and details in this Application Form.
17. The Applicant has no objection to receiving marketing material, correspondence, calls and SMS from the Promoter.

DECLARATION

I/We have read through the Application Form and Indicative General Terms & Conditions (**Schedule ____**) 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 have 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 Sole/First Applicant)

Name: _____

Date: _____

Place: _____

(Signature of the Second/Joint 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 Promoter 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

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 _____
5.	Gender	:	Male _____ Female _____ Other _____
6.	Nationality	:	
7.	Occupation	:	
8.	IT PAN No. (Mandatory)	:	
9.	Aadhar No. (Optional)	:	
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	:	_____@_____ 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.
13.	Correspondence Address	:	
14.	Permanent Address	: Tick if same as Correspondence address



SECOND/JOINT APPLICANT			
1.	Name	:	
2.	Son of / Daughter of / Wife of	:	
3.	Date of Birth	:	
4.	Marital Status:	:	Single _____ Married _____
5.	Gender	:	Male _____ Female _____ Other _____
6.	Nationality	:	
7.	Occupation	:	
8.	IT PAN No. (Mandatory)	:	
9.	Aadhar No. (Optional)	:	
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	: 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.
13.	Correspondence Address	:
14.	Permanent Address	: Tick if same as Correspondence address



S. no.	COMPANY AS AN APPLICANT		
1.	Name of Company Public/Private Limited	:	
2.	Date of incorporation	:	
3.	Correspondence Address	:	
4.	Registered Address	:	<div></div> <div>Tick if same as correspondence address</div>
5.	Name of the authorised contact person	:	
6.	Phone Fax	:	(Work) (Mobile)
7.	Email	:	<div></div> <div>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.</div>
8.	PAN Card (Mandatory)	:	
9.	Corporate Identification Number (CIN)	:	<div>.....</div> <div>.....</div> <div>.....</div>
10.	Director Identification Number (DIN)	:	<div>.....</div>

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: _____



SCHEDULE -I
APPROVED LAYOUT PLAN OF TOWNSHIP



SCHEDULE –II
DETAILS OF SALE DEEDS OF TOTAL LAND

DETAILS OF CONSORTIUM AGREEMENT(s):

SCHEDULE III



Details of Plot

1.	Details of the Plot	Plot No.
2.	Plot Area (in sqm)*	
3.	Source of Booking	Direct___ Agent___
4.	Real Estate Agent name (if applicable) and RERA Registration no[#]	N.A.
5.	Scheduled Date of Offer of Possession^{##}	
6.	Payment Schedule	Schedule __
7.	Deposit, outgoings and other charges	Schedule __
8.	Initial token amount / Application Money	Rs. _____
9.	Details of payment of Initial token amount	Cheque no.... dt.....Bank.....
10.	Payments to be made in favour of	Bank Account Name : Bank Name : Bank Account No. :- IFSC code :
11.	Interest for delayed payments	10% p.a.

*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 of payment, the Applicant/s shall inform the Promoter of the transfer in writing



SCHEDULE –IV

TOTAL PRICE AND PAYMENT SCHEDULE

A. Total Price Payable:

Particulars	Amount (in Rs.)
Basic Price	

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

- The indicative maintenance charges are calculated @ _____ per month for Plot. Also, 36 Months Advance Maintenance Charges shall payable in advance at the time of offer of possession of Plot. The indicative maintenance charges are excluding applicable taxes.
- Please note that the above indicative maintenance charges have been derived on the basis of cost as in _____. 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.
- Interest Free Maintenance Security (IFMS) Rs. ____/- shall be additionally payable.
- Club Membership Fees of Rs. ____/- is payable extra for a tenure of 10 years. It is clarified that the membership of the Club is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs and events (collectively the “**Club Facilities**”) offered from time to during the Club’s published hours of operation. Separate charges/fee shall be payable by the Applicant as may be determined by the Promoter/Maintenance Agency for availing the Club Facilities.
- If applicable, Holding Charges @ Rs. ____/- per _____ per month of the plot area of Plot and Safeguarding Charges @ Rs. ____/- per _____, per month of the plot area of Plot shall be payable.
- **Applicable taxes on all the above charges are to be paid additionally**

C. Payment Schedule

NOTE:

1. In the event of delay in payment of Basic Price/Extra Charges and/or incase the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ 10 % p.a. 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 and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the other amounts shall be payable by the Applicant. The quantum of such taxes, levies, duties, cess, charges as decided/quantified by the Promoter shall be binding on the Applicant/s.
3. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association, membership



fees, legal charges, formation of Association and consultancy retainer fees, etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of Conveyance/sale deed etc.

4. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and Conveyance/Sale Deed of the Plot and Sale Deed of the Common Areas to the Association shall be payable by the Applicant/s.
5. 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.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant.

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) is eligible to apply. Joint application by natural persons is only permitted.
- (ii) The 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, if any.
- (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 own 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.15000/- (Rupees Fifteen 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 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.

2. APPLICATION PROCEDURE

- (i) The completed Application shall be duly signed by the Applicant/s and submitted together with the Cheque/Demand Draft/Pay Order/authorized Electronic transfer in favor of such account as mentioned in the Application along with the amount of Application/booking 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 to the Promoter along with the Application or thereafter is dishonored for any reasons, then the Promoter shall intimate the Applicant/s/Allottee/s of the dishonor of the Cheque and the Applicant/s/Allottee/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 not to accept the Application and/or cancel the allotment/Agreement for Sale, as the case may be, 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 Applicant/s shall be referred to as “Allottee” when the Plot is allotted by the Promoter and Agreement for Sale is entered between Promoter and Applicant.
- (iv) If any provision of this Application Form is determined to be void or unenforceable under the Act or Rules [Defined hereinafter] or under other applicable laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Application Form and to the extent necessary to conform to Act or the Rules or the applicable laws as the case may be and the remaining provisions of this Application Form shall remain valid and enforceable.



3. WITHDRAWAL OF APPLICATION AND REQUEST FOR CANCELLATION

- (i) If the Applicant/s wish to withdraw this Application prior to the allotment of the Plot or within 15 days of the date of this Application, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 15 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 (“Agreement”):

DEFINITIONS:

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

- (i) “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- (ii) “**Authority**” means Uttar Pradesh Real Estate Regulatory Authority.
- (iii) “**Government**” means the Government of Uttar Pradesh;
- (iv) “**Rules**” means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (v) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (vi) “**Section**” means a section of the Act.

1. TERMS

1.1 The Total Price for the Plot is mentioned in the **Schedule ____**.

Explanation:

- (i) The Total Price includes the Application Money booking amount paid by the Allottee to the Promoter towards the Plot;
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Township by whatever name called) up to the date of offer of possession of the Plot to the Allottee.
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee 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 of the Township as per registration with the Authority, which shall include the extension of registration, if any, granted to the Township by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or



demande 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, construction of Common Areas, cost of providing electrical connectivity to the Plot, water line connectivity to the Plot, external development charges, taxes/fees/charges/levies etc. and includes cost for providing all other facilities and amenities as agreed by Promoter to be provided in the Plot.
- (v) The Total Price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of external development charges/development fee/charges/taxes payable to the competent authority and/ or any other increase/new imposition in fee/charges/taxes 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 Allottee on account of new imposition/increase in development fee, external development charges 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 Allottee, 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 Township as per registration with the Authority, which shall include the extension of registration, if any, granted to the Township by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (vi) The Allottee/s acknowledge and accepts that Promoter has informed & showed him/her that as per the present understanding received from consultants, GST is not payable on sale of the Plot or on this transaction, and accordingly none is being charged by Promoter. However, if the competent authorities/court in future conclude that GST is payable on sale of the Plot or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the Allottee/s. The Allottee/s further confirms that the Promoter shall have the charge on the Plot in respect of any amount outstanding and payable by the Allottee/s in terms of this Agreement.

1.2 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 % per annum for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.3 The final plot area of the Plot shall be intimated to the Allottee after the completion certificate of Township is applied for or granted by the competent authority. The Total Price payable for the Plot shall be recalculated upon confirmation by the Promoter. If there is reduction in plot area, then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule _____**. If there is an increase in the plot area of Plot the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in **Schedule-_____**.

1.4 Subject to Para below the Promoter agrees and acknowledges that, the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Plot.
- (ii) The Allottee shall also have undivided proportionate right to use the Common Areas. Since the right of Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc. of the Township without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas to the Association/Local authorities after duly obtaining the completion certificate from the competent authority or as provided in the applicable laws.
- (iii) The Allottee has the right to visit the site to assess the extent of development of the Township and his/her/their Plot.



- 1.5 The Promoter agrees to pay all outstanding payments related to the Plot before offering the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Township). If the Promoter fails to pay all or any of the outstanding collected by it from the allottees or any liabilities, mortgage loan and interest thereon before transferring the Plot to the allottees, the Promoter agrees to be liable, even after the transfer of the Plot to pay such outstanding 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.
- 1.6 The Allottee has paid an Advance Money/booking amount being part payment towards the Total Price of the Plot the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan(**Schedule ____**) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate mentioned in Schedule ____.
- 2 **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule ____) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **“Eldeco Housing and Industries Limited”**.
- 3 **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**
- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the part of Allottee to comply with the applicable guidelines issued by the Reserve Bank of India, then 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.
- 3.2 The Promoter shall not be liable in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Plot in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Plot in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.



5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the Township as disclosed at the time of registration of the Township with the Authority and towards offer of possession of the Plot to the Allottee and the Common Areas to the Association or to the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction/development by the Promoter as per the Agreement.

6. **DEVELOPMENT OF THE TOWNSHIP:** The Allottee has seen the approved layout plan, amenities and facilities of the Township where the Plot is located and has accepted the payment plan. The Promoter shall develop the Township in accordance with the approved layout plan. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such layout plan 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 layout plan, other than in the manner provided under the Act/Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE PLOT:**

7.1. **Schedule for possession of the Plot:** The Promoter agrees and understands that timely offer of possession of the Plot to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Plot on the agreed date, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity affecting the regular development of the Township or reasons beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Township is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Township due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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. The Township may have inclusion of additional land parcels as per the norms, as such after completion of entire common areas and facilities including those of the additional area same will be handed to the Association. The Promoter shall not charge more than the normal maintenance charges from the allottee/s.

7.2. **PROCEDURE FOR TAKING POSSESSION:**

The Promoter upon completion of the 'ready to move in' (*defined hereinafter*) Plot or upon applying/obtaining the completion certificate of the Township from the competent authority, whichever earlier, shall offer the possession of the Plot to the Allottee in writing in terms of the Agreement. The Plot is to be taken by the Allottee within 60 days of offer of possession. The term 'ready to move in' shall mean that the Plot (i) having Internal roads connecting the Plot to the public road, (ii) Sewer line connecting the Plot, (iv) Water supply line connecting the Plot, (v) Provision of the Electricity line and (vi) Storm water drains outside the Plot. Provided that, the conveyance/sale deed in favour of the Allottee shall be carried out by the Promoter before handing over the physical possession of the Plot and after payment of all dues/charges by the Allottee in term of this Agreement.



The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 90 days from the date of offer of possession of Plot or from the date of physical possession whichever is earlier.

- 7.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION:** Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Plot from the Promoter by executing necessary conveyance/sale deed, indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Plot to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter, Holding charges and Safeguarding charges as mentioned in Schedule ____ for the period beyond 90 days till actual date of possession of Plot in addition to maintenance charges as specified in Para 7.2. The term “Holding charges” mean the administrative cost incurred by the Promoter to hold the Plot, if the Allottee fails to possession of the Plot in terms of this Agreement and the term “Safeguarding charges” means the cost incurred to guard the Plot against encroachments/trespassing by the third party(ies), in case Allottee fails to take possession of the Plot in terms of this Agreement.
- 7.4 POSSESSION BY THE ALLOTTEE:** After handing over physical possession of the Plot to the Allottee, it shall be the responsibility of the Promoter to handover 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.
- 7.5 CANCELLATION BY ALLOTTEE:** The Allottee shall have the right to cancel/withdraw his/her allotment in the Township as provided in the Act. Provided that where the Allottee(s), proposes to cancel/withdraw his/her/their Plot without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Basic Price paid for the allotment as well as ‘Non-Refundable Amount’. Non Refundable Amount shall mean (i)Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) administrative charges as per Promoter policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Pot. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay.

- 7.6 COMPENSATION:** The Promoter shall compensate the Allottee in case of any loss caused to him/her/their due to defective title of the land, on which the Township is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *Force Majeure Events*, Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter and non-compliance



of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Plot for Residential usage.

- (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; 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 by the Allottees, in case the Allottee wishes to withdraw from the Township, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the Plot for Residential usage,

Provided that if the Allottee does not intend to withdraw from the Township, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs _____ per _____ of area of the Plot per month, till the offer of the possession of the Plot. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Plot, for any reason whatsoever, irrespective of the Allottee not taking possession of the Plot and if the Allottee does not intend to withdraw from the Plot, the Promoter shall pay the Allottee the compensation for every month of delay, till the offer of possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 EVENTS OF DEFAULTS AND CONSEQUENCES:

- 8.1** Subject to the Force Majeure clauses, default caused by non-compliance of the Agreement by the Allottee, the Promoter shall be considered under a condition of default, in the following events.
- (i) Promoter fails to offer possession of the 'ready to move in' (defined in para 7.2 above) Plot to the Allottee within the time period specified in Para 7.1 or fails to complete the Township within the stipulated time disclosed at the time of registration of the Township with the 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.
- 8.2** (i) In case of default by Promoter under the conditions listed 8.1(i) above a non-defaulting Allottee is entitled to stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only thereafter the Allottee will be required to make the next payment for the applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only incase Promoter fails to offer possession of Plot even after lapse of 6 months from the time period as specified in Schedule _____



(ii) In case of default by Promoter under the conditions listed 8.1(ii) above a non-defaulting Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of Plot;

Provided that where an Allottee does not intend to withdraw from the Township or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation for every month of delay till offering possession of the Plot which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

8.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule ____), despite having been issued notice in that regard, the Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate of 10 % p.a.
- (ii) The Allottee commit/s any default and/ or breach of the terms and conditions of this Agreement.
- (iii) In case of default by Allottee under the condition listed above continuous for a period beyond 2(two) consecutive months despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot and refund the money paid to it by the Allottee after deducting the booking amount as well as Non Refundable Amount (defined in para 7.5 above) out of the sale proceeds, when realized from the re-allotment of the Plot. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

9 TRANSFER/CONVEYANCE OF THE PLOT:

- (i) Subject to the terms of the Agreement and norms of LIDA and subject to the Allottee clearing all dues including interest, taxes, levies, etc. if any, at any time prior to the execution of the Sale/Conveyance Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her/their transferee or nominee substituted in his/her/their 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 only upon payment of administrative charges & transfer charges (taxes extra) as per the prevailing policy of the Promoter in this regard and upon the Allottee providing necessary documents for transfer/substitution/nomination as per the policy/guidelines of the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) charges, fee, etc. if any imposed/levied/charged by LIDA/Association or any other authority on such transfer/substitution/nomination shall be paid by the Allottee/third party transferee.
- (ii) At any time after execution of Agreement to sale/allotment of the Plot, administrative fees of Rs. 25000/- (Rupees Twenty-Five Thousand only) [taxes extra] shall be payable in case such nomination/transfer is in favour of the spouse or child, parents of the either Allottee. The cost/fee/charges/duty for execution/registration of such documents to affect such transfer post approval of the Promoter shall be borne and payable by the Allottee. However, for such transfer, the permission from both the Joint Allottee is mandatory.
- (iii) The Promoter, on receipt of Total Price of the Plot as per para 1.1 from the Allottee and other charges including maintenance as per Schedule __-, shall execute a sale/conveyance Deed and convey the title of the Plot within 3 months from the date of issuance/application of the completion certificate of Township.
- (iv) The Allottee shall also be liable to pay to LIDA or any other authority the fees/charges, if imposed on account of failure to get the sale/conveyance deed registered.



However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sale/conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

10 MAINTAINANCE OF THE PLOT/ TOWNSHIP:

- (i) Upon payment of Common Area Maintenance (CAM) charges, the Promoter shall be responsible to provide and maintain essential services in the Township till the taking over of the maintenance of the Township by the Association or local authority, as the case may. The tentative cost of such maintenance has been mentioned in Schedule ____-. The Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the allottees of the Township. The Association shall be required to take over the maintenance and management of common areas and common assets of the Township as per the Act. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.
- (ii) The Allottee agrees to join an association of allottee/s of the Township for maintenance and management of common areas and common facilities of the Township and accordingly shall pay maintenance charges. For the purposes of avoidance of doubt, it is clarified that the such maintenance charges shall commence on expiry of 60 (sixty) days from the date of written offer of possession of Plot, regardless of whether the Allottee has taken such possession or not.

- 11 **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 possession of Plot, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoters failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable to rectify any defects attributable to the negligence by the Allottee and/or other allottee/s.

- 12 **RIGHT TO ENTER THE PLOT FOR REPAIRS:** 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.

- 13 **USAGE:** The service areas, if any, as located within the Township shall be earmarked for purposes such as services including but not limited to electric substation, transformer, water tanks, pump rooms, maintenance and service rooms, firefighting equipment(s), etc. and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas and in any manner whatsoever other than those earmarked and the said service areas shall be reserved for use by the Promoter for rendering maintenance services.

14 GENERAL COMPLIANCE WITH RESPECT TO THE PLOT:

- (i) The Allottee after taking possession shall be solely responsible to maintain the Plot as well as construction thereon at his/her/their own cost and expenses, and shall not do anything which may be in violation of any laws or rules of any authorities.
- (ii) The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material, etc. on the face and facade of building to be constructed on the Plot or anywhere on the



exterior of the Township/Township or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot and/or in the building to be constructed on the Plot.

- (iii) The Allottee shall have to directly take individual connection for his/her/their Plot and building to be constructed thereon from the electricity distribution company at its own cost and expenses. The Promoter is not under obligation to provide electrical connection to the Plot, however, if the electrical connection is facilitated by the Promoter, then the proportionate cost/expenses of such facilitation shall be borne and payable by the Allottee.
- (iv) The Allottee shall have no right and interest in the community sites, schools/ commercial area/space, club, etc. of the Township/ and the Promoter shall have sole right and absolute discretion to sell/transfer/mortgage, decide the usage, manner and method of disposal of the same on such terms and conditions, as it may deem fit and proper.
- (v) The Allottee under no circumstances shall install DG/any other equipment in the Common Areas of the Township. The Allottee shall make at his/her/their cost and expenses own arrangement for power back up to the Plot and building to be constructed thereon.
- (vi) The Allottee shall alone be liable for the safety, security /insurance of his/her/their goods and belonging in Plot as well as building to be constructed on the Plot at his/her/their own cost and expenses and in no manner Promoter of Maintenance Agency shall be responsible in this regard.
- (vii) 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 level of the Plot is lower than the specified 2 ft. then the Promoter shall reimburse the equivalent amount of cost of earth filing to the Allottee/or the Promoter shall undertake earth filing 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 filing at his/her own cost and expenses.
- (viii) The Allottee agrees and understands that any requirement as to the provision of rain water harvesting system as per the applicable norms on the Plot shall be complied by the Allottee on its/her/his own cost without casting any liability on the Promoter.

15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions anywhere in the Township after the layout plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act/applicable laws. The Promoter shall have right to add further land parcels ("Additional Area") contiguous to the --Township as per the applicable norms/applicable laws/Act. It is clarified that the trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc. of the Additional Area shall be integrated and interlinked with trunk services of the Township. The Allottee/s acknowledge and accept the aforesaid integration of the Additional Area with the Township as well as integration of its trunk services and further consent not to raise any dispute/claim/objection in this regard in any manner, whatsoever.

16 **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter execute the Agreement, it shall not mortgage or create a charge on the Plot and if 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 Allottee who has taken or agreed to take such Plot. The Promoter may raise finance for construction or



otherwise by mortgaging the unallotted plots/villas/commercial area/community site/saleable area in the Township and receivables therefrom.

- 17 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO:** Wherever in the application/allotment, it is stipulated that the Allottee has to make any payment in common with other allottee(s) in /Township, the same shall be derived and determined on the basis of the plot area of the Plot.
- 18 **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.
- 19 **BINDING EFFECT:** Forwarding the Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers the 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 Allottee and secondly, the Allottee appears for registration of the same before the concerned Sub Registrar, Lucknow as and when intimated by the Promoter.
- 20 **DISPUTE RESOLUTIONS:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations 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, as the case may be, through the Authority or 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 of the same. I/We 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.



PROFORMA OF APPLICATION FORM

Date _____

To,

Eldeco Housing and Industries Limited

Eldeco Corporate Chamber – I, 2nd Floor,
Opp. Mandi Parishad, Vibhuti Khand, Gomti Nagar,
Lucknow-226010

Dear Sir,

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

1. The Applicant/s acknowledge that vide Permit no. 2095, dated 16/03/2021 Lucknow Industrial Development Authority (**LIDA**) which is now known as “**Uttar Pradesh State Industrial Development Authority**” (UPSIDA) has approved the layout plan on land admeasuring approx. 65347 sq. mtr. (approx. 16 acres) situated at Sysandi Road, Lucknow, Uttar Pradesh (herein referred to as the ‘**Total Land**’) to M/s Eldeco Housing and Industries Limited (“**Promoter**”).
2. The Promoter is developing the Total Land under the name and style of “**Eldeco Imperia**” (herein “**Township**”), which inter – alia includes plotted development, independent built-up villas, commercial area, schools, EWS/LIG units, club, green area etc. A copy of the approved layout plan of the Township by UPSIDA (erstwhile known as LIDA) is annexed herewith as **Schedule I**.
3. The Total Land is owned by Neptune Infracon Private Limited and Shivaye Constructions Private Limited (hereinafter referred as ‘**Landowner**’). The Land owner and the Promoter have entered into a Consortium Agreement, which is duly registered at the office of the concerned Sub-Registrar, Lucknow. The Promoter being a lead member is entitled to develop, market, sell the unit/plots/villas/commercial area/school etc. falling in the Township. The details of the Sale deed(s) and Consortium Agreement is attached herewith as **Schedule II**.
4. The Promoter has registered the Township under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and UPRERA has granted Registration on 19.05.2021 vide registration bearing no. **UPRERAPRJ929056**.
5. 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 Township. The said approvals are available at site and Head office of the Promoter.
6. The Applicant/s vide this application (“**Application**”) applies for booking of a residential Villa in the Township as detailed in **Schedule III** (herein “**Villa**”) along with (i) pro rata right in the common areas (“**Common Areas**”) as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 at such Basic Price and other charges as specified in **Schedule IV** (herein “**Total Price**”) whose specifications are specified in **Schedule V**.
7. The Applicant/s shall be entitled to use the common areas 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 (herein “**Association**”), which will be comprising of all the allottees of the Township.
8. The Promoter has informed the Applicant/s of the payment schedule, installments to be paid as per the payment schedule and other payment related terms and conditions including but not limited to interest payable on delayed payments as mentioned in **Schedule III**. The detailed payment schedule and list of other charges is provided in **Schedule IV**.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

9. The Applicant acknowledge and accepts that the commercial area, EWS/LIG area, school and club of the Township are not part of the common areas and the Promoter shall be entitled to deal with them in a manner it may deem fit and proper at its sole discretion including but not limited to leasing, selling or creating third party rights thereon. It is further clarified that the allottee(s) of residential plots/villas in the Township will be entitled to use the facilities of the Club, which is being planned in the Township on such terms and conditions as may be formulated by the Promoter. The Promoter reserves the right as to develop and operationalize the commercial area, school, club and community sites as per its sole discretion.
10. The Applicant/s has/have understood his/her/their rights and obligations in relation to the Villa/Township and have signed this Application with full knowledge of all the laws, rules and regulations, notifications, etc. applicable to the Township.
11. The Applicant/s has/have verified and is/are satisfied with all the title documents and deeds, which entitles the Promoter to allot the Villa on the basis of such terms and conditions as contained herein.
12. 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).
13. The Applicant shall execute and register the Agreement for Sale in case Villa is allotted to him/her, within 30 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, consequence thereof.
14. The Applicant/s has/have chosen to invest in the Villa after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and further confirm that the Villa is suitable for their/his/her requirement and therefore has voluntarily approached the Promoter for allotment of the Villa in the Township.
15. The Promoter and/or any of its sister-concerns or affiliates shall not be liable or responsible for any representation/s or commitment/s or offer/s made by any third party to the Applicant(s) with respect to the Villa/Township and Applicant/s agree not to make any claims/demands on the Promoter and/or any of their sister-concerns, subsidiaries or affiliates with respect thereto.
16. The Applicant shall inform the Promoter of any future changes related to the information and details in this Application Form.
17. The Applicant has no objection to receiving marketing material, correspondence, calls and SMS from the Promoter.

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 have 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 Sole/First Applicant)

Name: _____

Date: _____

Place: _____

(Signature of the Second/Joint Applicant)

Name: _____

Date: _____

Place: _____

SOLE/ FIRST APPLICANT

SECOND APPLICANT

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 Promoter 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

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 _____
5.	Gender	:	Male _____ Female _____ Other _____
6.	Nationality	:	
7.	Occupation	:	
8.	IT PAN No. (Mandatory)	:	
9.	Aadhar No. (Optional)	:	
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	:	_____@_____ 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.
13.	Correspondence Address	:	
14.	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 _____
5.	Gender	:	Male _____ Female _____ Other _____
6.	Nationality	:	
7.	Occupation	:	
8.	IT PAN No. (Mandatory)	:	
9.	Aadhar No. (Optional)	:	
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	: 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.
13.	Correspondence Address	:
14.	Permanent Address	: Tick if same as Correspondence address

S. no.	COMPANY AS AN APPLICANT
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SOLE/ FIRST APPLICANT

SECOND APPLICANT

1.	Name of Company Public/Private Limited	:	
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	:	(Work) (Mobile)
	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.	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 Villa or any other reason]

Name of account holder: _____

Bank account number: _____

Bank name: _____

Branch location: _____

City: _____

MICR Code: _____

IFSC Code: _____

SOLE/ FIRST APPLICANT

SECOND APPLICANT

100 MT. WIDE ROAD

CANAL

EXISTING ROAD WIDTH 19.14 MT

LINE OF ROAD WIDENING

LINE OF ROAD WIDENING

CENTER LINE OF ROAD

MORTGAGED AREA

LAYOUT PLAN

AREA STATEMENT

S.NO.	DESCRIPTION	AREA (SQ.M)
1	LOT 1	111.1
2	LOT 2	111.1
3	LOT 3	111.1
4	LOT 4	111.1
5	LOT 5	111.1
6	LOT 6	111.1
7	LOT 7	111.1
8	LOT 8	111.1
9	LOT 9	111.1
10	LOT 10	111.1
11	LOT 11	111.1
12	LOT 12	111.1
13	LOT 13	111.1
14	LOT 14	111.1
15	LOT 15	111.1
16	LOT 16	111.1
17	LOT 17	111.1
18	LOT 18	111.1
19	LOT 19	111.1
20	LOT 20	111.1
21	LOT 21	111.1
22	LOT 22	111.1
23	LOT 23	111.1
24	LOT 24	111.1
25	LOT 25	111.1
26	LOT 26	111.1
27	LOT 27	111.1
28	LOT 28	111.1
29	LOT 29	111.1
30	LOT 30	111.1
31	LOT 31	111.1
32	LOT 32	111.1
33	LOT 33	111.1
34	LOT 34	111.1
35	LOT 35	111.1
36	LOT 36	111.1
37	LOT 37	111.1
38	LOT 38	111.1
39	LOT 39	111.1
40	LOT 40	111.1
41	LOT 41	111.1
42	LOT 42	111.1
43	LOT 43	111.1
44	LOT 44	111.1
45	LOT 45	111.1
46	LOT 46	111.1
47	LOT 47	111.1
48	LOT 48	111.1
49	LOT 49	111.1
50	LOT 50	111.1
51	LOT 51	111.1
52	LOT 52	111.1
53	LOT 53	111.1
54	LOT 54	111.1
55	LOT 55	111.1
56	LOT 56	111.1
57	LOT 57	111.1
58	LOT 58	111.1
59	LOT 59	111.1
60	LOT 60	111.1
61	LOT 61	111.1
62	LOT 62	111.1
63	LOT 63	111.1
64	LOT 64	111.1
65	LOT 65	111.1
66	LOT 66	111.1
67	LOT 67	111.1
68	LOT 68	111.1
69	LOT 69	111.1
70	LOT 70	111.1
71	LOT 71	111.1
72	LOT 72	111.1
73	LOT 73	111.1
74	LOT 74	111.1
75	LOT 75	111.1
76	LOT 76	111.1
77	LOT 77	111.1
78	LOT 78	111.1
79	LOT 79	111.1
80	LOT 80	111.1
81	LOT 81	111.1
82	LOT 82	111.1
83	LOT 83	111.1
84	LOT 84	111.1
85	LOT 85	111.1
86	LOT 86	111.1
87	LOT 87	111.1
88	LOT 88	111.1
89	LOT 89	111.1
90	LOT 90	111.1
91	LOT 91	111.1
92	LOT 92	111.1
93	LOT 93	111.1
94	LOT 94	111.1
95	LOT 95	111.1
96	LOT 96	111.1
97	LOT 97	111.1
98	LOT 98	111.1
99	LOT 99	111.1
100	LOT 100	111.1

ROAD AREA STATEMENT

S.NO.	DESCRIPTION	AREA (SQ.M)
1	LOT 1	111.1
2	LOT 2	111.1
3	LOT 3	111.1
4	LOT 4	111.1
5	LOT 5	111.1

SOLE/ FIRST APPLICANT

SECOND APPLICANT

SCHEDULE –II
DETAILS OF SALE DEEDS OF PROJECT LAND

S. No.	Khasra No.	Date of Reg.	Book No.	Reg. No.	Jild No.	Pages No.
1	150, 293/2	19.03.2019	1	7900	1626	51 to 68
2	32, 43, 151,152,155	17.05.2019	1	13311	1999	173 to 200
3	37Ba, 37Sa	22.01.2018	1	1426	23373	181 to 218
4	31	25.07.2018	1	1367	95	387 to 418
5	142Mi, 142 Sa	25.07.2018	1	1366	95	353 to 386
6	30, 33, 34, 35, 36, 42, 44, 149, 151, 152Mi, 153, 293Sa	11.04.2019	1	9891	1756	283 to 312
7	155	15.11.2019	1	30452	3195	285 to 302

DETAILS OF CONSORTIUM AGREEMENT(s):

Consortium Agreement	Book no 4, Jild no 2, Pages No 21 to 38 S.No. 29 dated 26/07/2021
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SOLE/ FIRST APPLICANT

SECOND APPLICANT

**SCHEDULE III
DETAILS OF VILLA**

1.	Details of the Villa	Villa No.
2.	Plot Area*	(in sqm) (in sqft)
3.	Carpet Area of the Villa ¹	(in sqm) (in sqft)
4.	Builtup Area of Villa	(in sqm) (in sqft)
5.	Source of Booking	Direct___ Agent___
6.	Real Estate Agent name (if applicable) and RERA Registration no [#]	
7.	Scheduled Date of Offer of Possession ^{##}	
8.	Payment Schedule	Schedule IV
9.	Deposit, outgoings and other charges	Schedule IV
10.	Initial token amount / Application Money	Rs. _____
11.	Details of payment of Initial token amount	Cheque no.... dt.....Bank.....
12.	Payments to be made in favour of	Bank Account Name : Bank Name : Bank Account No. :- IFSC code :
13.	Interest for delayed payments	10% p.a.

1"Carpet Area" as per the Act means the net usable floor area of Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa.

* 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 of payment, the Applicant/s shall inform the Promoter of the transfer in writing

SOLE/ FIRST APPLICANT

SECOND APPLICANT

SCHEDULE –IV

TOTAL PRICE AND PAYMENT SCHEDULE

A. Total Price Payable:

Particulars	Amount (in Rs.)
Basic Price	
Applicable GST	
Total Price	

B. Maintenance related charges/security/other charges to be paid before possession of the Villa

- The indicative maintenance charges are calculated @ Rs. 13.455/- per sq. mtr. per month chargeable on plot area per month for Villa. Also, 12 Months Advance Maintenance Charges shall payable in advance at the time of offer of possession of Villa. The indicative maintenance charges are excluding applicable taxes.
- Please note that the above indicative maintenance charges have been derived on the basis of cost as in date of application. 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.
- Interest Free Maintenance Security (IFMS) calculated @ Rs. 15.00/- per sq. ft. of Plot Area shall be additionally payable.
- Club Membership Fees of Rs. 25,000.00/- is payable extra for a tenure of 10 years. It is clarified that the membership of the Club is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs and events (collectively the “**Club Facilities**”) offered from time to during the Club’s published hours of operation. Separate charges/fee shall be payable by the Applicant as may be determined by the Promoter/Maintenance Agency for availing the Club Facilities.
- If applicable, Holding Charges @ Rs. 107.64/- per sq. mtr. per month of the plot area of Villa and Safeguarding Charges @ Rs. 53.82/- per sq. mtr., per month of the plot area of Villa shall be payable.
- **Applicable taxes on all the above charges are to be paid additionally**

C. Payment Schedule

Construction Linked Payment Plan (CLP)		Down Payment Plan (DP)	
Booking Amount	5.00%	Booking Amount	10.00%
Within 45 days of Allotment	5.00%	Within 60 days of Allotment	82.00%
Within 60 days of Allotment	10.00%	Rebate	8.00%
Within 120 days of Allotment	10.00%		
On Excavation / Laying of Foundation	10.00%		
On reaching of Lintel Level	10.00%		
On Commencement of Ground Floor Roof Slab	15.00%		
On Start of Plumbing work	10.00%		
On commencement of Plaster	10.00%		
On Start of flooring	10.00%		
On Offer of Possession	5.00%		

SOLE/ FIRST APPLICANT

SECOND APPLICANT

NOTE:

1. In the event of delay in payment of Total Price/Extra Charges and/or incase the Applicant/s approaches a Bank/ Financial Institution for availing a loan, any delay by such Bank/ Financial Institution in making the payment as per the payment schedule shall attract interest @ 10 % p.a. 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 and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, Local body tax, and/ or all other direct/ indirect taxes/ duties, impositions, stamp duty, registration fees, both present and future, applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies in respect of the other amounts shall be payable by the Applicant. The quantum of such taxes, levies, duties, cess, charges as decided/quantified by the Promoter shall be binding on the Applicant/s.
3. The Applicant/s shall pay all charges and expenses including but not limited to professional costs of the Attorney-at-Law/Advocates of the Promoter, with respect to formation of Association, membership fees, legal charges, formation of Association and consultancy retainer fees, etc. including, for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the assignment of conveyance/sale deed etc.
4. In addition to above, stamp duty, registration fee, administration expenses and professional costs of the attorney-at-Law/Advocates of the Promoter for the execution and registration of the Agreement for Sale and conveyance/sale deed of the Villa and sale deed of the Common Areas to the Association shall be payable by the Applicant/s.
5. 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.
6. The amounts mentioned as other charges and outgoings are provisional and based on estimates. If there is any increase due to actual cost incurred or demands by statutory authorities and/ or otherwise, such shortfall shall be paid by the Applicant.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

**SCHEDULE V
SPECIFICATIONS**

Structure	
Earthquake resistant structure	Combination of RCC and load bearing brick structure.
External Wall Finish	Texture finish and cement paint.
Internal Wall Finish	Plastic paint / Oil Bound Distemper (OBD) on walls and ceiling, POP Cornices in Drawing / Dining / Bedrooms.
Flooring in Bedrooms & Kitchen	Vitrified Tiles
Flooring in Drawing/ Dining	Big Size designer vitrified tiles
Internal Doors / Windows	<ul style="list-style-type: none"> • Frame –Wooden. • Doors – Flush shutter in teak finish/ paint or skin molded doors in enamel paint. • Main door height - 8 feet.
External doors/windows	<ul style="list-style-type: none"> • Doors - flush wooden or glazed shutter in aluminum / UPVC • Windows – Fixed / open-able glazed shutter in aluminum / UPVC frame
Hardware	Good quality fittings
Roof Terrace	Brickbat Coba
Kitchen	
Walls	Ceramic tiles up to 2' above the counter / OBD in balance area.
Counter	Granite
Fittings and Fixtures	Chromium Plated (CP) faucets and fittings, SS Sink. No appliances
Toilets	
Walls	Combination of tiles & paint
Flooring	Ceramic tiles / Vitrified tiles
Wash Basin Counter	Natural Stone/Designer self-counter wash basins where depicted
Fittings & Fixtures	Chromium Plated (CP) faucets and fittings, English WC, Wash basin. Appliances like geyser not included
Electrical	Modular switches and sockets, copper wiring. Fittings and appliances not included
Verandah and Balcony	
Flooring	Ceramic tiles
Ceiling	Exterior Paint
Driveway	
Flooring	Combination of stone and tiles

SOLE/ FIRST APPLICANT

SECOND APPLICANT

Utility Courtyard	
Flooring	Ceramic tiles
Side Terrace	
Flooring	Ceramic tiles
Miscellaneous	
Railings - Staircase	Mild Steel (MS)
Railing - Balcony	Mild Steel (MS)
Overhead water tank	Overhead water tank of 750 liter.
Plumbing material	CPVC / UPVC pipes, concealed in toilet & kitchen, for sanitary & taps.

Notes:

- The said specifications are subject to revision considering the market trend or availability of material. The Applicant shall not raise any claim or dispute in change of such revision.
- No power back up will be given
- 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.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

**SCHEDULE VI
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) is eligible to apply. Joint application by natural persons is only permitted.
- (ii) The 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, if any.
- (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 own 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.15,000/- (Rupees Fifteen 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 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.

2. APPLICATION PROCEDURE

- (i) The completed Application shall be duly signed by the Applicant/s and submitted together with the Cheque/Demand Draft/Pay Order/authorized Electronic transfer in favor of such account as mentioned in the Application along with the amount of Application/booking 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 to the Promoter along with the Application or thereafter is dishonored for any reasons, then the Promoter shall intimate the Applicant/s/Allottee/s of the dishonor of the Cheque and the Applicant/s/Allottee/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

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SECOND APPLICANT

within 7 (seven) days, then the Promoter shall be entitled to not to accept the Application and/or cancel the allotment/Agreement for Sale, as the case may be, 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 Applicant/s shall be referred to as “Allottee” when the Villa is allotted by the Promoter and Agreement for Sale is entered between Promoter and Applicant.
- (iv) If any provision of this Application Form is determined to be void or unenforceable under the Act or Rules [Defined hereinafter] or under other applicable laws, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Application Form and to the extent necessary to conform to Act or the Rules or the applicable laws as the case may be and the remaining provisions of this Application Form shall remain valid and enforceable.

3. WITHDRAWAL OF APPLICATION AND REQUEST FOR CANCELLATION

- (i) If the Applicant/s wish to withdraw this Application prior to the allotment of the Villa or within 15 days of the date of this Application, whichever is earlier, then the Promoter shall refund the Application Money without any interest within 15 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.
- (ii) If the Applicant/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 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 (“Agreement”):

DEFINITIONS:

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

- (i) **“Act”** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) as amended from time to time;
- (ii) **“Authority”** means Uttar Pradesh Real Estate Regulatory Authority.
- (iii) **“Government”** means the Government of Uttar Pradesh;
- (iv) **“Rules”** means the Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time;
- (v) **“Regulations”** means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- (vi) **“Section”** means a section of the Act.

SOLE/ FIRST APPLICANT

SECOND APPLICANT

1. TERMS

1.1 The Total Price for the Villa is mentioned in the Schedule IV.

Explanation:

- (i) The Total Price includes the Application Money booking amount paid by the Allottee to the Promoter towards the Villa;
- (ii) The Total Price includes taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the development of the Township by whatever name called) up to the date of offer of possession of the Villa to the Allottee. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee 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 of the Township as per registration with the Authority, which shall include the extension of registration, if any, granted to the Township by the Authority, as per the Act, the same shall not be charged from the Allottee.
- (iii) The Promoter shall intimate in writing to the Allottee, the amount payable as stated in (i) & (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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 Villa includes recovery of price of land, construction of (not only the Villa) but also Common Areas, External Development Charges, cost of providing electrical connectivity to the Villa, water line connectivity to the Villa, external development charges, taxes/fees/charges/levies etc. and includes cost for providing all other facilities and amenities as agreed by Promoter to be provided in the Villa.
- (v) The Total Price is escalation- free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of external development charges/development fee/charges/taxes payable to the competent authority and/ or any other increase/new imposition in fee/charges/taxes 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 Allottee on account of new imposition/increase in development fee, external development charges 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 Allottee, 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 Township as per registration with the Authority, which shall include the extension of registration, if any, granted to the Township by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.2 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 8 % per annum for the period by which the respective installment has been advanced. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

SOLE/ FIRST APPLICANT

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- 1.3** The final carpet area of the Villa shall be intimated to the Allottee after the completion of the building is complete by furnishing details of the changes if any in the carpet area. The Total Price payable for the Villa shall be recalculated upon confirmation by the Promoter. If there is reduction in carpet area of Villa, then the Promoter shall adjust the excess money as per the next milestone of the Payment Plan as provided in **Schedule IV**. If there is an increase in the carpet area of Villa 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 made at the same rate per square meter/foot as mentioned in Clause 1.1 above.
- 1.4** Subject to Para below the Promoter agrees and acknowledges that, the Allottee shall have the right to the Villa as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Villa.
 - (ii) The Allottee shall also have undivided proportionate right to use the Common Areas. Since the right of Allottee in Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc. of the Township without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas to the Association/Local authorities after duly obtaining the completion certificate from the competent authority or as provided in the applicable laws.
 - (iii) The Allottee has the right to visit the site to assess the extent of development of the Township and his/her/their Villa.
- 1.5** The Promoter agrees to pay all outstanding payments related to the Villa before offering the physical possession of the Villa to the Allottee, which it has collected from the Allottee, for the payment of outstanding (including land cost, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Township). If the Promoter fails to pay all or any of the outstanding collected by it from the allottees or any liabilities, mortgage loan and interest thereon before transferring the Villa to the allottees, the Promoter agrees to be liable, even after the transfer of the Villa to pay such outstanding 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.
- 1.6** The Allottee has paid an Advance Money/booking amount being part payment towards the Total Price of the Villa the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Villa as prescribed in the Payment Plan (**Schedule IV**) as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he/she shall be liable to pay interest at the rate mentioned in **Schedule III**.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the 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 applicable) in favour of “**Eldeco Housing and Industries Limited**”.

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SECOND APPLICANT

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the part of Allottee to comply with the applicable guidelines issued by the Reserve Bank of India, then 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.

3.2 The Promoter shall not be liable in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Villa in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Villa in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.

5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the Township as disclosed at the time of registration of the Township with the Authority and towards offer of possession of the Villa to the Allottee and the Common Areas to the Association or to the competent authority, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction/development by the Promoter as per the Agreement.

6. DEVELOPMENT OF THE TOWNSHIP: The Allottee has seen the approved layout plan, amenities and facilities of the Township where the Villa is located and has accepted the payment plan. The Promoter shall develop the Township in accordance with the approved layout plan. Subject to the terms in the Agreement, the Promoter undertakes to strictly abide by such layout plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the UPSIDA (Erstwhile Known As LIDA) and shall not have an option to make any variation/alteration/modification in such layout plan, other than in the manner provided under the Act/Rules, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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7. POSSESSION OF THE VILLA:

7.1. Schedule for possession of the Villa:

The Promoter agrees and understands that timely offer of possession of the Villa to the Allottee and the common areas to the Association or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to offer possession of the Villa on the agreed date; unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, lockdown, pandemic or any other calamity affecting the regular development of the Township or reasons beyond the control of the Promoter ("Force Majeure"). If, however, the completion of the Township is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for offer 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Township due to Force Majeure conditions, then the allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee 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. The Township may have inclusion of additional land parcels as per the norms, as such after completion of entire common areas and facilities including those of the additional area same will be handed to the Association. The Promoter shall not charge more than the normal maintenance charges from the allottee/s.

7.2. PROCEDURE FOR TAKING POSSESSION:

The Promoter upon completion of the 'ready to move in' (*defined hereinafter*) Villa or upon applying/obtaining the completion certificate of the Township from the competent authority, whichever earlier, shall offer the possession of the Villa to the Allottee in writing in terms of the Agreement. The Villa is to be taken by the Allottee within 60 days of offer of possession. The term 'ready to move in' shall mean that the Villa (i) having Internal roads connecting the Villa to the public road, (ii) Sewer line connecting the Villa, (iv) Water supply line connecting the Villa, (v) Provision of the Electricity line and (vi) Storm water drains outside the Villa. Provided that, the conveyance/sale deed in favour of the Allottee shall be carried out by the Promoter before handing over the physical possession of the Villa and after payment of all dues/charges by the Allottee in term of the Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter in this regard. The Allottee agrees to pay the maintenance charges as determined by the Promoter after 90 days from the date of offer of possession of Villa or from the date of physical possession whichever is earlier.

7.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION:

Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Villa from the Promoter by executing necessary conveyance/sale deed, indemnities, undertakings and such other documentation as prescribed in the Agreement, and the Promoter shall give possession of the Villa to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2, such Allottee shall be liable to pay to the Promoter, Holding charges and Safeguarding charges as mentioned in Schedule IV for the period

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beyond 90 days till actual date of possession of Villa in addition to maintenance charges as specified in Para 7.2. The term “Holding charges” mean the administrative cost incurred by the Promoter to hold the Villa, if the Allottee fails to possession of the Villa in terms of this Agreement and the term “Safeguarding charges” means the cost incurred to guard the Villa against encroachments/trespassing by the third party (ies), in case Allottee fails to take possession of the Villa in terms of the Agreement.

7.4 POSSESSION BY THE ALLOTTEE:

After handing over physical possession of the Villa to the Allottee, it shall be the responsibility of the Promoter to handover 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.

7.5 CANCELLATION BY ALLOTTEE:

The Allottee shall have the right to cancel/withdraw his/her allotment in the Township as provided in the Act. Provided that where the Allottee(s), proposes to cancel/withdraw his/her/their Villa without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount being 10 % of the Total Price paid for the allotment as well as ‘Non-Refundable Amount’. Non Refundable Amount shall mean (i) Interest on any overdue payments; and (ii) brokerage paid by the Promoter to the broker in case the booking is made through a broker and (iii) any taxes paid by Promoter to the statutory authorities and (iv) amount of stamp duty and registration charges to be paid on registration of the Agreement, if Agreement to Sale is registered and (v) administrative charges as per Promoter policy; (vi) any other taxes, charges and fees payable by the Promoter to the government authorities.

The Promoter shall refund the balance amount of money paid by the Allottee from the sale proceeds as and when realized from re-allotment of the Villa. In the event Allottee is untraceable and/or unreachable and /or does not accept refund amount, in such case the Promoter shall not be responsible in any manner, whatsoever. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed without any claim towards interest/compensation for such delay.

7.6 COMPENSATION:

The Promoter shall compensate the Allottee in case of any loss caused to him/her/their due to defective title of the land, on which the Township is being developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a *Force Majeure Events*, Court orders, Government policy /guidelines, decisions, pandemic, law and order, reasons beyond the control of the Promoter and non-compliance of the terms and conditions by Allottee, if the Promoter fails to complete or is unable to give offer of possession of the Villa for Residential usage.

- (i) in accordance with the terms of the Agreement, duly completed by the date specified in para 7.1; 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 by the Allottees, in case the Allottee wishes to withdraw from the Township, without prejudice to any other remedy available, to return the total amount received by him/her in respect of the Villa for Residential usage,

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Provided that if the Allottee does not intend to withdraw from the Township, the Promoter shall pay the Allottee compensation for every month of delay at the rate of Rs ____/- per sqft of plot area of the Villa area per month, till the offer of the possession of the Villa. It is expressly clarified and agreed that except the aforesaid compensation, nothing is payable by the Promoter on any head/account whatsoever towards delay in offer of possession.

It is expressly clarified and agreed that (i) no compensation/interest is payable on the amount/s received towards the stamp duty, registration fee, applicable taxes, TDS, deposits, charges, applicable taxes etc. (ii) nothing shall be payable by the Promoter beyond the date of written offer of possession of the Villa, for any reason whatsoever, irrespective of the Allottee not taking possession of the Villa and if the Allottee does not intend to withdraw from the Villa, the Promoter shall pay the Allottee the compensation for every month of delay, till the offer of possession of the Villa, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to offer possession of the 'ready to move in' (defined in para 7.2 above) Villa to the Allottee within the time period specified in Para 7.1 or fails to complete the Township within the stipulated time disclosed at the time of registration of the Township with the 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.

8.2 (i) In case of default by Promoter under the conditions listed 8.1(i) above a non-defaulting Allottee is entitled to stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones for which payment is demanded, and only thereafter the Allottee will be required to make the next payment for the applicable construction milestone. However, the Allottee shall have the option to terminate the Agreement only incase Promoter fails to offer possession of Villa even after lapse of 6 months from the time period as specified in Schedule III.

- (ii) In case of default by Promoter under the conditions listed 8.1(ii) above a non-defaulting Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of Villa;

Provided that where an Allottee does not intend to withdraw from the Township or terminate the Agreement he/she/they shall be paid, by the Promoter, the compensation for every month of delay till offering possession of the Villa which shall paid by the Promoter to the Allottee within 45 days of it becoming due.

8.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payment demanded by the Promoter as per the payment plan annexed here to (Schedule IV), despite having been issued notice in that regard, the

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Allottee shall be liable to pay simple interest to the Promoter on the unpaid amount at the rate of 10 % p.a.

- (ii) The Allottee commit/s any default and/ or breach of the terms and conditions of this Agreement.
- (iii) In case of default by Allottee under the condition listed above continuous for a period beyond 2(two) consecutive months despite notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa and refund the money paid to it by the Allottee after deducting the booking amount as well as Non Refundable Amount (defined in para 7.5 above) out of the sale proceeds, when realized from the re-allotment of the Villa. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior notice to such termination.

9 TRANSFER/CONVEYANCE OF THE VILLA:

- (i) Subject to the terms of the Agreement and norms of UPSIDA (Erstwhile known as LIDA) and subject to the Allottee clearing all dues including interest, taxes, levies, etc. if any, at any time prior to the execution of the Sale/Conveyance Deed, the Allottee may transfer or substitute or nominate a third party and may get the name of his/her/their transferee or nominee substituted in his/her/their 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 UPSIDA, if any, in this regard. Such transfer/substitution/nomination shall be permitted only upon payment of administrative charges & transfer charges (taxes extra) as per the prevailing policy of the Promoter in this regard and upon the Allottee providing necessary documents for transfer/substitution/nomination as per the policy/guidelines of the Promoter. It is clarified that (i) stamp duty and registration charges as applicable on such transfer substitution/ nomination and (ii) charges, fee, etc. if any imposed/levied/charged by UPSIDA, Association or any other authority on such transfer/substitution/nomination shall be paid by the Allottee/third party transferee.
- (ii) At any time after execution of Agreement to sale/allotment of the Villa, administrative fees of Rs. 25000/- (Rupees Twenty-Five Thousand only) [taxes extra] shall be payable in case such nomination/transfer is in favour of the spouse or child, parents of the either Allottee. The cost/fee/charges/duty for execution/registration of such documents to affect such transfer post approval of the Promoter shall be borne and payable by the Allottee. However, for such transfer, the permission from both the Joint Allottee is mandatory.
- (iii) The Promoter, on receipt of Total Price of the Villa as per para 1.1 from the Allottee and other charges including maintenance as per Schedule IV, shall execute a sale/conveyance Deed and convey the title of the Villa within 3 months from the date of issuance/application of the completion certificate of Township.
- (iv) The Allottee shall also be liable to pay to UPSIDA or any other authority the fees/charges, if imposed on account of failure to get the sale/conveyance deed registered.
However, in case the Allottee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the sale/conveyance deed in his/her favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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10 **MAINTAINANCE OF THE VILLA/ TOWNSHIP:**

- (i) Upon payment of Common Area Maintenance (CAM) charges, the Promoter shall be responsible to provide and maintain essential services in the Township till the taking over of the maintenance of the Township by the Association or local authority, as the case may. The tentative cost of such maintenance has been mentioned in Schedule IV. The Promoter shall be entitled to revise the CAM charges from time to time and adjust any defaults in payment of CAM charges from the pool of Interest Free Maintenance Security (IFMS) paid by all the allottees of the Township. The Association shall be required to take over the maintenance and management of common areas and common assets of the Township as per the Act. The IFMS pool, net of cumulative defaults, shall be transferred to the Association.
- (ii) The Allottee agrees to join an association of allottee/s of the Township for maintenance and management of Common Areas and common facilities of the Township and accordingly shall pay maintenance charges. For the purposes of avoidance of doubt, it is clarified that the maintenance charges shall commence on expiry of 60 (sixty) days from the date of written offer of possession of Villa, regardless of whether the Allottee has taken such possession or not.
- (iii) The Promoter has planned a club within the Township ("**Club**") in accordance with the permission/ sanctions of competent authority. The Promoter reserve the absolute right to grant membership of the Club not only to the allottee/s of the Township but also to person/s other than allottee/residents of the Township on such terms and conditions it may deem fit and proper. The membership of the Club is a contractual privilege to use the Club facilities, equipment and services, and participate in Club sponsored activities, programs and events (collectively the "**Club Facilities**") offered from time to during the Club's published hours of operation on such terms and conditions as may be formulated by the Promoter. The Club Facilities is available for separate charges/fee as may be determined by the Promoter. The Promoter may transfer the Club to any person/s and/or engage a third party to run, operate and manage the Club. The Allottee's right to use the Club shall at all times be contingent upon becoming member of the Club and on payment of fee/charges as well as due and faithful observance of all the rules, regulations, bye laws and conditions as may be notified by the Promoter and/or the third party operator as the case may be. The Allottee shall be liable to pay periodic subscription and usage charges, as may be intimated by the Promoter/third party operator from time to time. The Allottee understands that the above referred periodic subscription and usage charges are subject to revision and the Allottee undertakes to abide by the same. The Club is not part of Common Areas of the Township.

11 **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 possession of Villa, it shall be the duty of the Promoter to rectify such defect without further charge, within thirty days, and in the event of Promoters failure to rectify such defect within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Promoter shall not be liable to rectify the structural defects or any other defect if same is attributable to the negligence or any change in the structure by the Allottee.

12 **RIGHT TO ENTER THE VILLA FOR REPAIRS:** 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.

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- 13 **USAGE:** The service areas, if any, as located within the Township shall be earmarked for purposes such as services including but not limited to electric substation, transformer, water tanks, pump rooms, maintenance and service rooms, firefighting equipment(s), etc. and other permitted uses as per sanctioned plan. The Allottee shall not be permitted to use the services areas and in any manner whatsoever other than those earmarked and the said service areas shall be reserved for use by the Promoter for rendering maintenance services.
- 14 **GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:**
- i. The Allottee after taking possession shall be solely responsible for internal maintenance of the Villa as well as construction thereon at his/her/their own cost and expenses, and shall not do anything which may be in violation of any laws or rules of any authorities as well as impact the construction thereon.
 - ii. The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material, etc. on the face and facade of the Villa or anywhere on the exterior of the Township or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Villa.
 - iii. The Allottee shall have to directly take individual connection for his/her/their Villa from the electricity distribution company at its own cost and expenses. The Promoter is not under obligation to provide electrical connection to the Villa, however, if the electrical connection is facilitated by the Promoter, then the proportionate cost/expenses of such facilitation shall be borne and payable by the Allottee.
 - iv. The Allottee shall have no right and interest in the community sites, schools/ commercial area/space, club, etc. of the Township and the Promoter shall have sole right and absolute discretion to sell/transfer/mortgage, decide the usage, manner and method of disposal of the same on such terms and conditions, as it may deem fit and proper
 - v. The Allottee under no circumstances shall install DG/any other equipment in the Common Areas of the Township. The Allottee shall make at his/her/their cost and expenses own arrangement for power back up to the Villa.
 - vi. The Allottee shall alone be liable for the safety, security /insurance of his/her/their goods and belonging in Villa at his/her/their own cost and expenses and in no manner Promoter or Maintenance Agency shall be responsible in this regard.
 - vii. The Allottee agrees and understands that any requirement as to the provision of rain water harvesting system as per the applicable norms on the Villa shall be complied by the Allottee on its/her/his own cost without casting any liability on the Promoter.
- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions anywhere in the Township after the layout plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act/applicable laws. The Promoter shall have right to add further land parcels ("Additional Area") contiguous to the Township as per the applicable norms/applicable laws/Act. It is clarified that the trunk services viz sewer line, water line, STP, drainage, electricity line and roads etc. of the Additional Area shall be integrated and interlinked with trunk services of the Township. The Allottee/s acknowledge and accept the aforesaid integration of the Additional Area with the Township as well as integration of its trunk services and further consent not to raise any dispute/claim/objection in this regard in any manner, whatsoever.

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- 16 **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter execute the Agreement, it shall not mortgage or create a charge on the Villa and if 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 Allottee who has taken or agreed to take such Villa. The Promoter may raise finance for construction or otherwise by mortgaging the unallotted Villas/villas/commercial area/community site/saleable area in the Township and receivables therefrom.
- 17 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO:** Wherever in the application/allotment, it is stipulated that the Allottee has to make any payment in common with other allottee(s) in /Township, the same shall be derived and determined on the basis of the Plot area of the Villa.
- 18 **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws of India for the time being in force.
- 19 **BINDING EFFECT:** Forwarding the Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers the 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 Allottee and secondly, the Allottee appears for registration of the same before the concerned Sub Registrar, Lucknow as and when intimated by the Promoter.
- 20 **DISPUTE RESOLUTIONS:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations 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, as the case may be, through the Authority or 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 of the same. I/We 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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