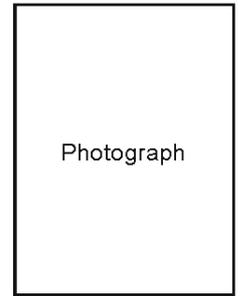


To  
Eldeco Townships & Housing Limited,  
First Floor, Virendra Smriti Complex  
15/54-B, Civil Lines  
Kanpur-208001.



**SUBJECT : APPLICATION FOR ALLOTMENT OF RESIDENTIAL VILLA IN "ELDECO COUNTY" (MANSIONZ) NEW SHIVLI ROAD, BARASIROHI, JAWAHARPURAM, KANPUR**

Dear Sir,

I/We hereby apply for the allotment of a residential villa (herein "Villa") on as per details given below in your residential township project in "Eldeco County" (Mansionz), situated at New Shivli Road, Barasirohi, Jawaharpuram, Kanpur (herein after referred to as "Project").

I/We request for allotment of a Villa, as per terms and conditions of the offer for allotment of the same, and on payment of the basic price thereof in accordance with the (A) Construction Linked Payment Plan (B) Down Payment Plan (C) Installment Plan. In the event of the Eldeco Townships & Housing Ltd (herein "Company") agreeing to allot Villa to me/us, I/we agree to pay the basic price and all other charges as stipulated in this Application form, Allotment Certificate and Agreement, Maintenance Agreement etc. as per the payment plans explained to me/us by the Company. I/We have understood the same and agree to abide by the same.

I/We are fully aware and agree that the allotment of Villa is not guaranteed and the same is at the sole discretion of the Company. The Company has an absolute right to reject the application/ withdraw the offer without assigning any reason thereof. In case of rejection of application and/or withdrawal of offer, Company will only be liable to refund the application money without any interest/ penalty/ damages/ costs etc.

I/We have clearly understood that this application does not constitute any allotment of Agreement to sell and in any way entitle me/us for the provisional and/or final allotment of the villa which is at the sole discretion of the Company. Notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application. I/We are making this application with the full knowledge that the basic development work of project is under process. I/We irrevocably consent that if for any reason, including non-development, the company is not in a position to finally allot the Villa applied for, I/we would only be entitled to refund of the amount deposited without any interest / penalty/ damages/ costs etc.

In case the Company, accepting my application, finally allots me the Villa applied for I/We agree and undertake to sign & execute Allotment Certificate and Agreement, Maintenance Agreement etc. as and when desired by the Company on Company's standard format and abide by the terms and conditions stipulated therein. I/We, in the meantime have signed the indicative Terms and Conditions of the Allotment attached to this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per payment plan opted by me/us in respect of Villa as well as amount payable under the Maintenance & Other Agreements including Interest Free Maintenance Security etc. I/We agree that in the event of non-payment/delay in payment of any such amount the Company is fully empowered to cancel the Allotment and forfeit the Booking Amount / Earnest Money, for which I/We shall raise no objection of any kind and as the Company may allot the Villa to anyone else or do as it deem fit.

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Signature of the Applicant

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Signature of the Co-Applicant

I/We have made this application for allotment of the Villa with full knowledge of and subject to all the Acts/laws/ notifications and rules applicable to this area in general and this project in particular which have been explained by Company and understood by me/us.

**My / our particulars are as below :**

First Applicant Mr./Mrs./M/s.....

Father's/Husband's/Director/Partner/Authorized Signatory name :.....

Age..... Profession..... Nationality.....

Residential Status : Resident / Non Resident/ People of Indian Origin

Permanent Address.....

Office Address:.....

Communication Address:.....

Tel : Res.....Off.....Mobile.....

Name & Address of Guardian (In case of Minor).....

.....

Relationship with Minor:.....

Income Tax No Pan No/ GIR No/Form-60 No.

Co-applicant's Name : .....

Father's/ Husband's/Director/Partner/Authorized Signatory name:.....

Age.....Profession.....Nationality.....

Residential Status : Resident / Non Resident/ People of Indian Origin

Permanent Address.....

Office Address:.....

Communication Address:.....

Tel : Res.....Off.....Mobile.....

Name & Address of Guardian (In case of Minor).....

.....

Relationship with Minor:.....

Income Tax No Pan No/ GIR No/Form-60 No. ....

Identification Proof : Notarized Copy of Passport / Election Card / PAN Card

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Signature of the Co-Applicant

**VILLA DETAILS**

Villa no.....Type..... Module.....  
Villa Area ..... sq. mts. ....sq yds. Built-up area.....sq ft.  
Preferential Location (if any) : ..... Basic Price : Rs. .... (In words) .....

**Payment plan opted :** Construction Linked Payment Plan (Plan A) / Down Payment Plan (Plan B) / Installment Plan (Plan C)

Signature : Applicant: ..... Co-applicant: .....

Signature of Guardian (incase of minor) : .....

Please find enclosed herewith a sum of Rs..... (Rupees.....  
.....in cash/cheque/draft no.....dated.....  
drawn on.....being the booking amount.

I/We agree to pay further installments as stipulated / demanded by the Company as per (A) Construction Linked Payment Plan (B) Down Payment Plan (C) Installment Plan, opted by me/us.

**DECLARATION :**

I/we the aforesaid Applicant/s do hereby declare that my/our application for allotment is irrevocable and that the particulars given above are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by the Applicant/s, the Company shall be entitled to reject the application/cancel the allotment and forfeit the amount deposited by the Applicant/s. Further, I/We hereby undertake to inform the Company of any change in the above information, till the Villa is allotted or is duly registered in my/or name(s), and understand that any failure on my/our part to do so I/we shall give the absolute right of rejection of application to the Company and forfeiture of the amount deposited by me/us

Yours faithfully,

**(Signature of the Applicant)**

**(Signature of the Co-Applicant)**

Name : .....

Name : .....

Date : .....

Date : .....

Place : .....

Place : .....

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Signature of the Co-Applicant

**Note :**

1. Kindly sign all pages.
2. Strike out wherever applicable
3. Please (✓) tick wherever applicable
4. Use additional Sheets, if necessary.
5. Person signing the application on behalf of other person/ firm/ body corporate shall file his/ her authorization/ Notarized copy of Power of Attorney/ Certified copy of Board Resolution.

**FOR OFFICE USE ONLY**

Mode of Booking: Direct / Agent.....  
Location Booked:.....Date of Booking:.....  
Dealing Executive.....Checked / Verified by .....

**PROCEDURE & INDICATIVE TERMS AND CONDITIONS OF ALLOTMENT**

The following terms and conditions of allotment are indicative with a view to make the Applicant/s fully aware regarding the financial terms, nature of title/ownership and other aspects of the project with respect to the Villa. These indicative terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement, etc. and the Applicant/s is/are required to sign all such deed(s), documents(s) at appropriate time as and when required by the Company.

**A. DEFINITIONS**

“Basic Infrastructure Work” mean the

- (i) Internal roads connecting the Villa to the public road.
- (ii) Sewer line outside the Villa.
- (iii) Water supply line outside the Villa.
- (iv) Provision of the Electricity line till the nearest feeder pillar.
- (v) Storm water drains outside the Villa.

“**Common Areas**” includes the internal roads including, utility corridor landscaping, greenery and green spaces to be provided by Company in the Project as per the applicable byelaws and sanctioned layout. **It does not include club, school, commercial area/spaces, convenience shopping any other community/commercial facilities etc.** if provided in the Project.

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

\_\_\_\_\_  
Signature of the Applicant

\_\_\_\_\_  
Signature of the Co-Applicant

**“Earnest Money”** means an amount equivalent to 10% of the Basic Price of the Villa.

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

**“Preferential Location”** means Villa facing or abutting green areas/wide road and any other location as may be specified/designated as Preferential Location by the Company

**“Project”** means residential township Project namely, **“Eldeco County”** to developed by the Company at New Shivli Road,Village Barasirohi, Jawaharpuram, Kanpur, consisting of residential apartment buildings, villas, plots, commercial premises etc. and any other building as may be approved by the competent authorities

**“Chowkidari Charges”** means the charges towards guarding the Villa against encroachments/ trespassing by the third party(ies) in case Allottee/s fails to take over the physical possession of the Villa after expiry of the period specified in the offer of possession. It does not include guarding or safekeeping the fitments provided and material used in the Villas .

**“Holding Charges”** means the administrative expenses of the company to hold the Villa,If the Allottee/s fails to take actual and physical possession of Villa after expiry of the period specified in the offer of possession.

**“Malba Charges”** means the charges incurred by the Company for removing the debris and other construction material that may be dumped by the Allottee/s within the Project and/or area adjoining to the Villa,while carrying out additional construction thereon

## **B. ALLOTMENT**

1. The allotment of the Villa will be on the basis of Application Form, wherein, applicant/s has/have indicated the location, size & type of Villa required. The application is to be accompanied with the booking amount, as per the payment plan, by an account payee cheque or draft favoring **“Eldeco Townships & Housing Ltd.”** payable at **Kanpur**.
2. In case of applications made under Power of Attorney (POA) or by limited companies, bodies corporate, trusts, etc., a certified copy of the POA and/or Board Resolution / the relevant authority letter, as the case may be, and a certified copy of the Memorandum and Articles of Association and/or bye-laws, if any must be accompanied by the application form, unless specifically agreed in writing, with or without such terms & conditions as the Company may deem fit.
3. It is only after applicant/s signs and executes the Allotment Certificate & Agreement on the Company’s standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Company. If however, applicant fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, then Allotment and/or this application shall automatically be treated as cancelled and the Earnest Money paid by me/us shall stand forfeited. Further, this allotment shall be automatically cancelled, if the booking amount Cheque is not realized on its presentation with Bank

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Signature of the Applicant

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Signature of the Co-Applicant

4. The Applicant/s has applied for allotment of the Villa with full knowledge of all the Acts/laws/notifications and rules applicable to Project in general and in particular the terms and conditions of allotment of the Villa by the Company and has clearly understood his/her/their rights, duties, responsibilities, obligations in respect thereof.
5. The Applicant/s has fully satisfied himself/herself/themselves about the right, interest and the title of the Company, its associate Companies & its subsidiaries Company in the land on which the project is being developed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by him/her /them in this respect.
6. The Company's sale brochures/ CD Walk Through/ Advertisement(s) and other sale document(s) are purely conceptual and are not a legal offering. Further the Company reserves the right to add/ delete/ modify any such details/ specifications etc. provided therein

### C. PAYMENTS

1. (a) Timely payments as indicated in the Payment Plan is the essence of the allotment. If any installment/ payment as per the schedules is not paid when it becomes due, the Company will charge interest@ 10% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Villa, In such a case, the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest/compensation. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest@ 10% per annum on the delayed payments along with restoration charges as per the Company policy and restore the allotment if the Villa cancelled is still available with the Company or the Company at the option of Allottee may allot similar Villa, subject to availability in lieu thereof.
- (b) In default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payments till date and then against the earliest payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.
- (c) The refund, after deduction of Earnest Money and adjustments of interest on delayed payments, if any, shall be made out of the sale proceeds from the re-allotment of the Villa. If, for any reason, the re-allotment or the sums to be received out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay by the Allottee/s.
- (d) The payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company shall not be liable to inform the Allottee/s in case of dishonor of his/ her cheque. The Allottee/s shall be responsible for the default caused due to dishonor of cheque.
2. (a) For Villa(s) located at Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall also be payable by the Allottee/s.
- (b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the Villa ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid

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Signature of the Applicant

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Signature of the Co-Applicant

by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment as stipulated herein in the payment plan. If due to any change in the layout plan, the Villa becomes located at Preferential Location, then the Allottee/s shall be liable and agrees to pay to the Company the PLC as applicable, as may be demanded by the company

3. The Allottee/s understand & agreed that in case he/she/it/they, at any time, requests for cancellation of the allotment of Villa, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustments of interest accrued on delayed payments (if any) provided that the basic price of Villa (as applicable then), upon its re-allotment to any person (s), is received. If, for any reason, the re- allotment or the sums to be received out of such re-allotment is delayed, the refund will accordingly be delayed without any claim towards interest for such delay by the Allottee/s.
4. In-case the Allottee/s wants to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the Villa, the Company shall facilitate the process subject to the following:
  - a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only including repayment of loan and interest thereon.
  - b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company as per schedule, shall be ensured by the Allottee/s, failing which the Allottee/s shall be governed by time provisions contained in Clause 1 as above.
  - c) In case of default in repayment of dues of the financial institution/agency by Allottee/s the Company on receipt of intimation to the effect by the financing agency and without any reference to the Allottee shall proceed to cancel the allotment of the Villa and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency. Upon such cancellation, the Allottee/s shall not be left with any right, interest, lien on the Villa. The refund to the employer/ financing institution/agency and the Allottee/s (after deductions/adjustments amounts as aforesaid) shall be governed by the provisions provided in Clause 3 above.
  - (d) The Company shall issue NOC to mortgage in favor of employer/financial institutions/agency based on the Allottee/s request subject to up-to-date payments of all dues.

#### **D. CONSTRUCTION & COMPLETION OF VILLA**

1. The construction of Villa is likely to be completed within a period of 24 months with a grace period of 6 (six) months subject to the receipt of the requisite building / revised building plans / other approvals & permissions from the concerned authorities. Force majeure conditions (defined hereinafter in clause K), restraints and restrictions from any court/authorities, non availability of building material, and subject to timely receipt of the entire cost & other payments as per the terms of allotment. The Company shall be entitled to extension of time for completion of construction of the Villa equivalent to the period of delay caused on account of the reasons stated above. No claim by way of damages /compensation shall lie against the Company in case of delay in handing over possession of Villa on account of aforesaid

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Signature of the Applicant

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Signature of the Co-Applicant

reasons. However, if the Allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.

2. In case a particular Villa is omitted due to change in the layout/building plan of the Company or the Company is unable to transfer/hand over the same to the allottee/s for any reason beyond its control including Force Majeure Conditions (defined hereinafter in clause K), then the Company may offer alternate Villa property approximately of the same type/specification and in the event of non-acceptability by the allottee/s or non-availability of alternate Villa, the Company may at its own discretion refund only the actual amount received from the allottee/ till then (within the time frame as may be mutually agreed) and shall not be liable to pay any damages/compensation or interest to the allottee/s, whatsoever. The allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the alternate Villa.
3. In case any preferentially located Villa ceasing to be so located, the Company shall be liable to refund extra charges paid by allottee/s for such preferential location without any damages or compensation. In case the Villa becomes preferentially located, subsequently to its allotment the Allottee/s shall be liable to pay the preferential location charges, as applicable.
4. The final plot area and built up area of the Villa is tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the Villa, change in dimension, size, location, number, boundaries etc. Any change in size, location, number, boundaries shall be confirmed by the Company prior to issuance of final demand notice/offer of possession. In case of variation in actual area vis-a-vis booked area, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the plot area/ built up area of the Villa varies up to 10% then the Allottee shall be liable to pay difference in price /entitled for refund at the rate prevailing at the time of allotment of Villa and in case plot area/built up area varies beyond 10% then the current rate shall be applicable on the entire variation. It is clarified that neither party is liable to pay the other, any interest on amount so calculated. If the area variation is within 1% of the originally allotted area, nothing shall become payable by either party On reduction in the area of the Villa as aforesaid excess amount received shall be refundable without interest and without any rebates. No cost adjustment shall be made on change in area dimension of the villa i.e. length and width without any change in its area.

The Allottee(s), in case area varies beyond 10%, agrees to deliver to the Company written consent or objections to the variation within thirty (30) days from the date of intimation by the Company. In case the Allottee(s) does not send his/her/their written consent, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating his/her/their non-consent/objections to such variation then in such case alone the Company may at its sole discretion decide to cancel the Allotment without further notice and refund the entire money received from the Allottee(s) without interest. Upon the decision of the Company to cancel the Villa, the Company shall be discharged from all its obligations and liabilities under the Allotment Certificate & Agreement and the Allottee(s) shall have no right, interest or claims of any nature whatsoever on the Villa. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money

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Signature of the Applicant

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Signature of the Co-Applicant

5. The Project is under development and as such the Company shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and /or relocate/realign service and utility connections and lines, as the Company may deem fit in its sole discretion in the overall interest and benefit of the Project or if the same is required by the concerned authority (ies).
6. The Built up area of the Villa shall be measured from outer edge of the wall if the same is not common and from the centre of the wall if the same is common. Built up area include 100% of the Balcony area,100% of that part of the terrace area which covered by projections at slab level and 50% of all projections. The area of Boundary wall shall be included in the calculation of Built up area .
7. The layout plan/floor plans/drawings is tentative, as shown in the sales brochure which may be revised at the sole discretion of the without any objection from the Allottee/s. The layout plan/floor plans/drawings may be revised due to technical, regulatory or for any other reasons, and if due to said revision, the location and plot area/built up are of the villa is changed ,the Company shall be liable only for the cost adjustments arising out of area variations as above mentioned and PLC adjustments.
8. The specifications as mentioned in the specification sheet are tentative. The Company may on its own provides additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons / popular demand / non availability of material etc. or for the overall betterment of the Project/Villa, without any objection from the Allottee. The proportionate cost of such changes shall be borne by the Allottee/s.
9. The Service Tax on Villa and/or on construction/development of the Villa will be separately and proportionately borne by the Allottee/s over and above the Basic Price.
10. The Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Villa shall, in particular, comprise of specifications as mentioned in the Specification Sheet. It is clarified that no woodwork or cabinets will be provided in the Villa.
11. **The Company may provide additional facilities in the Project like power backup, communication/ intercom system, any other facilities etc on extra payment and same shall be proportionately borne by the Allottee/s.**
12. The Allottee/s agrees and undertakes to pay the following charges as and when demanded by the Company
  - i. Club Membership
  - ii. Utility connection charges viz electricity connection, intercom, sewer, water etc.
  - iii. Proportionate cost of any additional facilities as may be informed by the company
13. The Allottee/s understands and agrees that subject to the terms and conditions of the Allotment Certificate & Agreement, in case of any delay (except for Force Majeure clause K and conditions as mentioned in clause D1) by the Company in completion of construction of the Villa and consequently there is delay in

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Signature of the Applicant

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Signature of the Co-Applicant

offer of possession of the Villa, the Company shall pay compensation @ Rs. 3/- (Three) per sq. ft of the Built up area of the Villa per month or any part thereof only to the first named Allottee(s) and not to anyone else till the date of FDN provided the Allottee(s) is not in default/breach of the terms and conditions set out in the Allotment Certificate & Agreement. The adjustment of such compensation shall be done only at the time of execution of sale deed of the Villa, to the Allottee(s) first named.

14. The Company, if for any reason (s) including but not limited to abandoning of the Project and/or non sanction of the lay-out plans/building plan, as the case may be, is not in a position of finally allot/transfer the Villa(s) applied for, then the Allottee(s) agrees and authorizes the Company to refund the entire amount paid by the Allottee(s) without any interest and consequently the Allottee/s shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Villa(s) and in the Project. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the Villa or claim any other damages/compensation on this account.
15. The Allottee/s agrees and understands that the facilities viz. club, commercial premises etc. will be developed/ provided in phases. The Allottee further understands that completion of construction/provision of all these facilities may go as long as the completion of the entire Project and therefore any/all these facilities may not be available at the time of handing over possession of the Villa and as such the Allottee agrees not to raise any claim, dispute etc. in this regard.

#### **E. POSSESSION**

1. Upon the completion of construction of the Villa excluding the Final Finishing (defined herein below), the Company shall issue a written offer of possession / Final Demand Notice (herein “**FDN**”) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the Villa will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements as envisaged herein.
2. (a) The possession of the Villa will be given after execution of Transfer Deed, subject to (i) Force Majeure Conditions (as defined in clause K) and (ii) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including maintenance charges, IFMS (defined hereinafter) & stamp duty and other charges etc. to the Company.  
  
(b) The Allottee/s has to make up to date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has to take possession of the Villa within 60 days of the written offer of possession or Final Demand Notice (herein “**Said Period**”) from the Company failing which the Villa will lie at the risk & cost of the Allottee/s. In other words, possession of the Villa shall become due on the date of expiry of the said 60 days Period (herein “**Possession Due Date**”). The Allottee/s understands & agrees that the Maintenance charges (defined hereinafter), Holding charges, Safeguarding charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession, whichever is earlier, whether or not the Allottee/s takes over possession of his/her/their Villa.  
  
(c) The Allottee/s understands & agrees that in the event of his/her failure to take over the possession of the Villa beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable

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Signature of the Applicant

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Signature of the Co-Applicant

Holding charges, Safeguard charges, Maintenance Charges, other charges etc, the Villa will be handed over to the Allottee/s on “**as is where is**” basis. The Company shall be under no obligation, after expiry of the Said Period, to complete final finishing and parts thereof. It may at its sole discretion give cost credit to the Allottee/s for those components of final finishing not undertaken. Further, in such cases of delayed possession, the Company’s responsibility for item like electrical fitting, door & window fitting, finishing item etc shall be deemed to have been lapsed on account of non-maintenance consequent to delayed possession by the Allottee. The Allottee/s further agrees not to raise any claim, dispute etc in this regard at any time whatsoever.

3. The Allottee, if fails to take possession of the Villa after Possession Due Date then it shall be laible to pay Holding Charges @ Rs. 1/- Per sq. ft. per month and Safeguarding Charges @ Rs. 1/- Per sq. ft. per month respectively on the built up area of the Villa till the date of actual possession.
4. The Allottee/s upon taking possession of the Villa shall be entitled to use and occupy the Villa for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has cleared all dues and the Sub Lease deed/Transfer Deed has been executed and registered in his/her/their favour.
5. The Allottee/s agrees and undertakes to sign the standard format of Possession document/s, Maintenance Agreements etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall pay charges towards insurance, IFMS, stamp duty and other charges etc. at the time of offer of possession/FDN.
6. The possession date of the Villa as agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installment/s and other charges mentioned herein shall immediately become due.
7. The Allottee/s agrees that if the Company provides infrastructure for Broad Band, telephone, cable TV etc., then the Company shall be entitled to recover the cost on pro rata basis from the Allottee/s.

#### **F. MAINTENANCE**

1. On issuance of offer of possession/FDN (defined hereinbefore) of the Villa, whichever is earlier, an Interest-Free Maintenance Security (herein “**IFMS**”) towards the maintenance and upkeep of the Project shall be payable by the Allottee/s. The amount to be deposited as IFMS will be intimated to the Allottee/s by the Company. The IFMS shall become payable within 30 days from the date of offer of possession/FDN by the Company, whether or not the Allottee/s takes possession of the Villa.
2. The Allottee/s upon offer of possession agrees to enter into a Maintenance Agreement with the Company or association / body of Allottee(s) or any other nominee/agency/association(s) as may be appointed / nominated by the Company (hereinafter referred to as ‘**the Maintenance Agency**’) for the maintenance and upkeep of Common Areas, Common Facilities (excluding internal maintenance of the Villa) in the Project and pay charges for the same based on the size of the Villa (herein “**Maintenance Charges**”). However, failure on the part of Allottee/s to enter into Maintenance Agreement for any reasons whatsoever, shall not absolve him/her/them from their obligation to pay the Maintenance Charges and other related charges.

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Signature of the Applicant

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Signature of the Co-Applicant

3. The Allottee/s commencing from the date notified by the Company for taking over possession of the Villa shall pay to the Company or Maintenance Agency, Maintenance Charges towards the upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Villa) of the Project. The Allottee/s understands & agrees that the Maintenance Charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on Maintenance Charges and outsourced services shall be on the Allottee/s.
4. The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact, whether the Allottee/s is in occupation of the Villa or not, within a period of 7 days of demand. In case of delay in payment of Maintenance Charges, interest @ 18% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to determine/collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5.
  - (a) In case of failure of the Allottee/s to pay the Maintenance Charges on or before the due date, the Allottee/s is permitting the Company / Maintenance Agency to deny him/ her/them maintenance services and the Company/ Maintenance Agency shall be entitled to effect disconnection of services to defaulting Allottees that may include disconnection of water/sewer, power, power backup etc. and debarment from usage of any or all Common Facilities within the Project. Further, non-payment of Maintenance Charges shall constitute a breach of the terms contained herein by the Allottee/s.
  - (b) In the event the Maintenance Charges, other charges/dues etc. are in arrears for more than three consecutive months then the Company shall have the right to terminate the allotment/sub lease deed (as the case may be) by a notice in writing to the Allottee of 30 days (herein "**Notice Period**"). If such notice is issued then Allottee will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Company and the Allottee shall have no right, interest or lien in the Villa. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments & other dues, if any, shall be governed by the provisions provided in Clause C (3) above.
6. The Company / Maintenance Agency will maintain the Project till the maintenance is handed over to the Allottees Association or for a period of 1 year from the date of completion of the Villa or offer of possession, whichever is earlier. The Company is not bound to maintain the Project beyond a period of one year from the date of offer of possession, as aforesaid. The Company is only playing the role of maintenance facilitator till that period. The Allottee/s understands that the IFMS lying with the Company shall not earn any interest, either real or notional and no such amount shall be creditable to his/her/their maintenance or any other account and further agrees & undertakes not to raise any claim, dispute etc in this regard. If the Allottees Association fails to take over the maintenance within that period, the Company is authorized to cease the maintenance and return the IFMS after deducting any default of Maintenance Charges etc along with interest accrued thereon & other charges/deposits borne by the Company with respect to the Villa to the Allottee/s and discontinue maintenance of the Project. If the Allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect then the net of default IFMS shall lie with the Company without creating any liability to either provide maintenance or interest on the same. However, the Company may manage the maintenance & upkeep of the Project even after the said period of one

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year (as aforesaid) and in such an event, the Company shall retain IFMS and levy Maintenance Charges till such time the maintenance is not handed over to the Allottees Association. Further, it is clarified & understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.

7. The Allottee/s will neither himself do nor permit anything to be done which damages Common Areas, Common Facilities, adjoining Villa/s / areas etc. or violates the rules or bye-laws of the Local Authorities or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in such rectification from the Allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the Allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The Allottee/s shall always keep the Company indemnified in this regard.
8. It shall be incumbent on each Allottee to form and join an Association comprising of the Allottees of the Project for the purpose of management and maintenance of the Project. Only the management and maintenance of Common Area and Common Facilities of the Project will be transferred to the Residential Welfare Association ("RWA") on such terms and conditions as the Company would deem fit and proper. Facilities like club, school, swimming pool, party lawns, commercial areas/spaces, convenient shops and kiosks, any other community/commercial facilities etc., if provided, shall not be handed over to the RWA and shall be owned by the Company. The Company reserves its right to assign/sell these facilities to any Person(s) and on such terms and conditions as the Company would deem fit and proper.
9. The common lawns and other Common Areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
10. The Allottee/s or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations as may be laid down by the Company or its nominated Maintenance Agency.
11. The maintenance of the Villa including structural maintenance, regular painting, seepage etc. shall be the exclusive responsibility of the Allottee from the date of possession or possession due date, whichever is earlier.
12. The Company / Maintenance Agency / RWA shall have full right to access to and through the Villa and terrace area/attached lawn, if required for periodic inspection / carrying on the maintenance and repair of the service conduits and the structure.
13. The Allottee/s understands and agrees that the Company to administer the collection of charges towards general maintenance, power, power back up, water supply etc may, in its discretion integrate the billing and collection of charges through a common mechanism

**G. TERMS OF KANPUR DEVELOPMENT AUTHORITY (KDA) /OTHER COMPETENT AUTHORITY(IES)**

1. The Allottee/s or its nominees/ agents/ employees etc. shall at all times pay on demand such amount,

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which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, service tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Villa and building to be constructed thereon by virtue of any notification or amendment in the existing laws {including any levy of any additional charges payable to the KDA ,other Competent Authority(ies), any other taxation etc} and/ or any increase therein effected, on pro-rata basis. The Allottee/s agrees and understands that if such the pro-rata demand is raised as above said on the Allottee/s, the same shall be payable by the Allottee/s directly to the concerned government agency / Competent Authority(ies) or department concerned or to the Company as the case may be.

2. The Company within the agreed consideration shall carry out internal development of the Project i.e. laying of roads, street lights, sewer, storm water drain and green area(s) forming part of approved layout where the Villa situates. However, external services like water supply network, trunk sewer, storm water drains, roads, and electricity outside the Project, which the internal services are to be joined shall be provided by Kanpur Development Authority/KESCO/Nagar Nigam & Other Competent Authority(ies)/ local bodies. The Allottee(s) acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/Kanpur Development Authority/ other Competent Authority (ies) in the Project are beyond the control of the Company and the Allottee(s) agrees not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid to be provided by the statutory local bodies. The Company has made it clear to the Allottee(s) that the Company shall not have any responsibility for the consequences arising due to delay in getting the internal services provided by the company, functional & effective, on account of delay & inadequacy in providing said external services by the statutory body(s).
3. **The Kanpur Development Authority has given 31.8 Acre (Approx.) land to the company Company on license basis for development in Sector-9 (Old 14) in Jawaharpuram scheme for the development of villas and construction of houses/ flats/commercial premises etc. The land is compulsorily being converted into freehold on freehold conversion charges by the allottee. The KDA has approved the plan vide permit no. 192/1/L/14-15 dated 21.11.2015.**
4. All taxes or charges, fresh or revised, present or future, on land levied by any authority ,from the date of booking shall be borne and paid by the allottee
5. All the terms & conditions of allotment of land contained in the license agreement executed between KDA & Company shall mutandis mutates be applicable on buyer.
6. The possession of the Villa will be handed over to the allottee only after execution of Sale deed in his/her favour by Kanpur Development Authority / Company.
7. The Allottee/s understands that any additional the construction on the Villa shall be carried out by the Allottee/s in accordance with the building plans and specifications as may be approved by the KDA or any other competent authority. The cost and expenses to be incurred in approval of plan shall be borne by the Allottee/s.

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## H. SALE DEED /TRANSFER DEED

1. The execution of Sale/ Transfer Deed in respect of the Villa shall be subject to up to date payment of all the amounts due and payable by the Allottee/s including Maintenance Charges, IFMS, stamp duty and other charges etc. to the Company. The Allottee/s undertakes to get executed and get registered the Sale/ Deed of the Villa within 30 days intimation by the Company in writing, failing which, the Company shall be entitled to cancel the allotment and forfeit the Earnest Money, adjust the interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the Villa.
2. All costs, expenses, stamp duty, registration fee, at the prevailing rate and incidental expenses toward execution and registration of Sale/Transfer Deed, including documentation will be borne by the Allottee/s only. If the Company incurs any expenditure towards the registration of the Villa, the same will be reimbursed by the Allottee/s.
3. That prior to execution of Sale/Transfer Deed, the Allottee shall not be allowed to transfer his/her right and interest in allotment without prior written consent of the Company. However the Company at its sole discretion, unless restrained by any lawful order to do so and subject to no subsisting breach of any of the term of allotment or payment of up to date dues and charges payable as per allotment and subject to applicable laws & notifications or any government directions as may be in force, may permit such transfer, on payment of such charges and on such terms as may be stipulated. The Allottee shall exclusively be liable for legal, fiscal or other implications as may arise on allowing such transfer/assignment of interest in the Villa. In the event of any restriction at any time after the date of allotment to restrict nomination / transfer / assignment of allotted villa by any authority, the Company will comply with the same and the Allottee(s) has specifically noted the same.
4. The Allottee/s, for any subsequent transfer of the Villa by way of Sale or otherwise after execution and registration of Sale/Conveyance Deed in his/her/their favor, shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and on payment of such Administrative Charges as may be prescribed,.

## I. INDEMNIFICATION

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

## J. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under applicable laws/

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order/notification, such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution of this agreement.

#### K. FORCE MAJEURE

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

#### L. GENERAL TERMS AND CONDITIONS

1. The Company shall have the right to raise loan from any bank/financial institution/body corporate by way of mortgage/ charge or in any other mode or manner by creating charge/mortgage of the Project along with the land underneath, subject to condition that (i) the Company shall obtain no objection certificate (“NOC”) from the said bank/financial institution/body corporate with respect to the allotment of the Villa and (ii) the Villa shall be free from all encumbrances at the time of execution of transfer deed.
2. The address given in this Application Form/Allotment Agreement shall be taken as final unless, any subsequent change has been intimated under Regd. A/D letter. All demand, notices, letters etc. posted at the address given in the Application Form/ the Allotment Certificate & Agreement shall be deemed to have been received by the Allottee/s.
3. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of “**Eideco Townships & Housing Limited**” payable at Kanpur only or as may be directed by the Company.
4. The Allottee/s shall not, use or allow to be used the Villa for any purpose other than residential or, for any commercial, illegal or immoral purposes or do or cause to be done any activity that may cause nuisance to other Allottee/s in the Project.
5. The Allottee/s shall not be entitled to subdivide the Villa or amalgamate the same with any other Villa/ adjoining area. In case of joint Allottee (s), each Allottee’s share in the Villa shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
6. The Allottee(s) agrees and undertakes to pay all rates, tax on Project/Villa, municipal tax, property taxes,

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

7. **The Allottee/s understands that he/she/they shall have no right and interest in the school/ club building and its appurtenant open area, /sports facilities, local shopping areas/commercial spaces, any other community/commercial facilities etc. if any constructed/provided in the Project.** Such areas shall be the property of the Company and the Company shall have sole right and absolute discretion to decide the usage, manner and method of disposal of the same and appropriate revenue therefrom, on such terms and conditions, as it may deem fit and proper. The Allottee/s agrees that he/she/they shall have no right to interfere in the operation, management, manner of booking/ allotment/sale of such areas to any person/s and as such he/she/they shall not raise any objection in any manner whatsoever in this regard.
8. The Allottee/s may undertake minor internal alterations in the Villa only with the prior written approval of the Company. The Allottee/s shall not be allowed to effect any of the following changes/alterations:
  - i) Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the Villa or to any part of adjacent Villas.
  - ii) Changes that may affect the Common Areas of the Project
  - iii) **Changes such as changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards, putting up individual TV dishes etc.**

In case damage is caused to the Villa / adjacent Villa / Common Areas due to aforesaid reasons, then the Allottee/s shall get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS or if the IFMS is insufficient to meet the expenses the cost shall be recovered/ payable by the Allottee/s.

9. The Allottee/s shall not i) encroach in the Common Areas/Common Facilities, spaces/private areas in the Project and /or ii) install the air conditioner in the Villa except as per provisions made in the Villa by the architect and approved by the Company. If any Allottee/s deviates from the plan and effect dismantling on the external side, it has to remove and make good the same at his/her/their own cost or the Company

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will do it and the cost may be adjusted in the IFMS. The Allottee/s shall always keep the Company indemnified and harmless in this regard.

10. The Allottee/s shall not be allowed to make changes that may affect the facade of the Villa. The Allottee/s shall at all times maintain the façade of the Villa as per the original design of the Company.
11. The Allottee/s agrees and undertakes that he/she/they shall not raise any objection, claims, and disputes if the other Allottee/s carry out any construction activity adjoining the Villa and/or Company or its agent/s carry out any construction activity elsewhere in the Project.
12. The Allottee/s understands that the Project will be developed/completed in phases and the Company shall also be carrying out extensive development /construction activities for many years in future. Further, the Company shall also be connecting /linking the facilities viz. electricity, water, sanitary/drainage system etc. of additional development /construction in the Project across various projects/ phases in the Project, which the Allottee/s understands and agrees not to raise any objection in this regard at any time whatsoever. The Allottee/s has confirmed that he/she/they shall not make any objection or make any claim or default any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities as well as connecting/linking of facilities etc as above said. The Allottee/s also consents that if due to additional construction / development the green area etc. gets reduced then he/she/they shall not raise any objection/claim in this regard against the Company.
13. The Allottee understands and agrees that the power back up arrangements like diesel generator sets or other forms of power back up supply in the Project are proposed to be designed & installed by the Company on the basis of diversity factor considering group diversity @ 50%. The Allottee/s agrees that he/she/they, either singly or in combination with other allottee/s in the Project shall not claim that the installed capacity be the cumulative of all the power back up load sold by the Company to different Allottee/s.
14. The Allottee/s understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the Project viz. Cable, intercom, gas supply, satellite/ cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual Villa level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire Project. Further, the Allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
15. The Allottee/s may be offered membership of the club, if provided, in the Project at a prescribed rate but shall not have any ownership right on the club or club area. The Allottee/s shall have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.

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16. Any alteration/changes made in this Application Form / Allotment Certificate & Agreement by the Applicant/ Allottees/s render the application/allotment card as "null and void" to that extent.
17. The Allottee/s understands and agrees that in case of breach of any terms & conditions contained herein then besides & without prejudice to Company's rights available herein/ under law, the Company shall have right to cancel the allotment/sale deed (as the case may be) of the Villa and take over the possession of the Villa. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads, as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the Company. Further, the Company shall, thereafter, be free to re-allot and/or deal with the Villa in any manner whatsoever at its sole discretion.
18. In case of NRI/Person of Indian Origin buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory notifications, amendment/s, modification/s made thereof and all other applicable law as may be prevailing including that of remittance of payment, Sub Lease /Transfer deed of immovable property in India shall be the responsibility of the Allottee/s. The Allottee/s understand and agrees that in the event of failure on his/her/their part to comply with the applicable guidelines issued by Reserve Bank of India, he/she/ they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Allottee(s) shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in the Allotment Certificate & Agreement, allotment of the Villa in any way and the Company shall issue the payment receipts in favour of the Allottee(s) only.
19. The Allottee/s agrees that in case of joint Allottees, the Company may, at its discretion, correspond with any one of the Allottee which shall for all intents and purposes be considered as properly served on all the Allottees.
20. In case of any dispute between the co-Allottee/s, the decision from the competent court shall be honored by the Company.
21. In the case of any conflict between the terms contained herein and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s) and other sale document(s) then the terms contained herein will prevail.
22. The Allottee/s agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed by any local administration, State, Government, Central Government or any other lawful authority on Allotment Certificate & Agreement; Maintenance Agreement etc.
23. All or any disputes arising out or touching upon or in relation to the terms of this application including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties

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

I/We have been provided all the information's & documents by the Company in respect of the Project. I/We have seen the approved layout plan of the the Project. I/We are fully aware that in the approved layout plan of the Project land fallning in Arazi No. 475 (identified in the approved layout plan as 'Disputed Land') is yet to be acquired by the Company and the same consitute as part of the proposed park, roads, and residential plots. I/we agree that in the event the Company fails to acquire the Disputed Land due to any reason whatsoever and thereby unable to develop the park, road etc. as proposed then in that case no claim, dispute etc. shall be raised by me/us against the Company and it's officials in this regard. In such a situation my/our right shall be restricted only for refund of any sum paid by me/us, towards preferential location charges on account of proposed park.

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

(Signature of the Applicant)

(Signature of the Co - Applicant)

Name : .....

Name : .....

Date : .....

Date : .....

Place : .....

Place : .....