

F.M.C: MK 05:00(A)

Form No: 000263

DATE: 01/12/2011

ELDECO
City
Breeze

ELDECO City, IIM Road, Lucknow

APPLICATION FORM

 **ELDECO**
CITY PVT. LTD.



To,
M/S Eldeco City Private Ltd.
2nd Floor, Eldeco Corporate Chambers – I (Opp. Mandi Parishad)
Vibhuti Khand, Gomti Nagar,
Lucknow

Dear Sir,

I/We, having examined the tentative plan of the Residential Group Housing Project named as “Eldeco City Breeze”, to be developed and constructed by M/S Eldeco City Private Ltd. (hereinafter referred to as “The Company”) on freehold plot of land situated at IIM Road, Lucknow, hereby apply for the allotment of a Residential flat (hereinafter referred to as “Allotted flat”) in Eldeco City Breeze.

The basic terms & conditions of allotment have been explained to me/us & after due understanding, I/We agree to abide by the basic terms and conditions for allotment and also agree to sign and execute, as and when desired by The Company the Allotment Certificate & Agreement, Maintenance Agreement, Price List, etc. on the Company's standard format, contents whereof have been read and understood by me/us and I/we agree to abide by them. I/We request for the allotment of a Flat in the project as per terms and conditions of the offer and on payment of the basic price thereof in accordance with the (A) Down Payment Plan (B) Installment Payment Plan.

I/We am/are fully aware and agree that the allotment of Allotted flat is not guaranteed and 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 token money deposited with application for allotment without any interest/penalty/damages/costs etc.

I/we have clearly understood that application for allotment does not confer any right of allotment or an agreement to sell and I/we do not become entitled to the provisional and/or final allotment of the applied flat notwithstanding the fact that the Company has issued a receipt acknowledging the receipt of the money tendered with this application. I/We am/are applying for the allotment of flat with the full knowledge that the development work of project is under process. I/We hereby give our irrevocable consent that if for any reason, including inability to develop, the Company is not in a position to finally allot the flat applied for, I/we would have option of refund of the deposited amount without any interest/penalty/damages/costs etc.

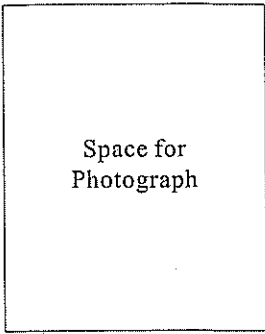
I/We further agree to pay the installments and additional charges as per the Payment plan (opted by me/us) as shown in the price list and/or as stipulated/demanded by the Company, failing which the allotment may be cancelled and the earnest money and other sums as specified in Clause C of the terms and conditions of this Application Form shall be forfeited by the Company.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment plan opted by me/us with respect to the Allotted flat applied for as well as any other amount payable under the Maintenance and Other Agreements etc I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the Company to cancel the Allotment and forfeit the Booking Amount/Earnest money, for which I/we shall raise no objection of any kind and as such the Company may allot the Allotted flat to anyone else or do as it may deem fit.

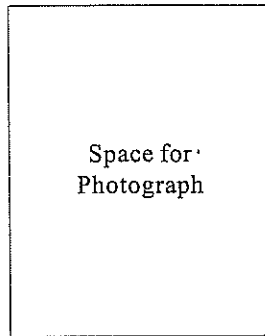
I/We have applied for allotment of the allotted flat with full knowledge of and subject to all the Acts/laws/notifications/rules applicable to the Project in general and the Allotted flat applied for in particular which has been explained by the Company and fully understood by me/us.

My/Our particulars are given below :

1. First Applicant Mr./Mrs./M/s.....
Son/Wife/Daughter of Mr.....
Name & Address of Guardian (in case of minor).....
Relationship with minor.....
Date of Birth.....Profession.....Designation.....
Company/Firm Name.....
Nationality.....
Residential status: Resident () Non-Resident () Foreign National of Indian Origin ()
Residential Address.....
Office.....
Tel. Res.....Off.....Mobile.....
Fax No.....E-mail ID.....
Marital Status.....
Income Tax Permanent Account No./Ward No.....Passport No.....



2. Second Applicant Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr.....
Date of Birth.....Profession.....Designation.....
Company/Firm Name.....
Nationality.....
Residential status: Resident () Non-Resident () Foreign National of Indian Origin ()
Residential Address.....
Office.....
Tel. Res.....Off.....Mobile.....
Fax No.....E-mail ID.....
Marital Status.....
Passport No.....



1.Details of Residential Flat:

Flat No.....Block.....Floor.....Type of Flat.....
Accommodation.....Super Area.....sq. mt./.....sq. ft.
Terrace/lawn area.....sq. mt./sq. ft.....Built up area.....sq. mt./.....sq. ft.
Basic Cost Rs.....PLC (If any).....
Total basic Cost Rs.....Service Tax.....
Rupees (in words).....
Payment Plan.....Parking Option.....
I/We remit herewith a sum of Rs.....(Rupees.....)vide Cash
or Cheque/Bank Draft No.....dated.....drawn on.....in favour of Eldeco City Private Ltd. being
booking money for allotment of a Residential Flat. I/We also remit a sum of Rs.....
(Rupees.....) vide Cash or Cheque/Bank Draft No.
.....dated.....drawn on.....as
Service Tax.

Signature of Applicant (s) : 1. 2.

PAYMENT SCHEDULE

Booking Amount Rs.	+Service Tax Rs.	Paid On
Lumpsum Payment of Rs.	+Service Tax Rs.	Payable on
Lumpsum Payment of Rs.	+Service Tax Rs.	Payable on
.....Monthly/Quarterly installment with service Tax Rs.		Starting from
Possession Offer		

DECLARATION:

I/We the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been concealed therefrom. In case of any false or misleading information provided by me/us, the Company shall be entitled to reject the application/cancel the allotment and forfeit the money deposited by me/us. Any allotment against this application shall be subject to the terms and conditions attached to this application form and that of the Allotment letter, the terms and conditions whereof shall ipso-facto be applicable to my/our legal heirs and successors. I/We undertake to inform the Company of any change in my/our address or in any other particular/information, given above, till the booked property is registered in my/our name(s) failing which the particulars shall be deemed to be correct and the letters sent at the recorded address by the Company shall be deemed to have been received by me/us.

Name of the Applicant(s)

Signature of Applicant(s)

Place.....

Date.....

File/Allotment No.

Direct/Through Dealer.....

Note: (i) All Cheques/Drafts to be made in favour of "Eldeco City Private Ltd." payable at Lucknow only.

(ii) Persons signing the Application Form on behalf of other person/firm/company shall file proper Authorization/Power of Attorney



TERMS & CONDITIONS

The following terms and conditions of allotment are indicative with a view to make the Applicant(s) fully aware regarding financial terms, nature of title/ownership and other aspects of the Allotted flat in the "Eldeco City Breeze" project. 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 the same at appropriate time in the prescribed format of the Company as & when required.

A. BOOKING/ALLOTMENT

1. For allotment, the applicant has to submit his/her application on the prescribed form indicating the location, size/type of flat required. The application is to be accompanied with the booking amount as per the payment plan by cash, A/c payee cheque or draft drawn in favour of "Eldeco City Pvt. Ltd." payable at Lucknow only.
2. In case of applications made through Attorney or by limited companies, bodies corporate, trusts etc., a certified true copy of the Power of Attorney and/or Board's Resolution/Authority letter, as the case may be is to be filed alongwith certified true copy of Memorandum & Articles of Association and/or bye laws, as applicable.
3. It is only after Applicant(s) signs and executes the Allotment Certificate & Agreement, the allotment shall become final and binding on the Company. If, however, Applicant(s) fails to execute and return one copy of the signed Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, the allotment may be cancelled at the sole discretion of the Company and the booking amount/Earnest Money paid by Allottee(s) shall stand forfeited. In case of non-realisation of the booking amount cheque, this allotment shall automatically stand cancelled,
4. The Applicant(s) has applied for the Allotted flat with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project in general and to the Allotted flat in particular. As such, the Applicant(s) has clearly understood his/her rights, duties, responsibilities, obligations in respect thereof & there will be no further investigation or objection by applicant(s) in this regard.
5. The final allotment of the residential Allotted flat is entirely at the discretion of the Company and the company has the right to reject any application without assigning any reason thereof.

B. DEFINITIONS

"Basic Infrastructure Work" shall mean the internal roads connecting to the public road, provision of Sewer line / Water supply line / Electricity line / Storm water drains outside the Allotted flat.

"Common Areas" includes the corridors, Staircase, Lifts, Parking area internal roads, utility corridor, landscaping, greenery and green spaces to be provided by Company in the Project as per the sanctioned lay-out.

"Chowkidari/Safe Keeping Charges/Holding Charges" mean the charges towards guarding the Allotted flat against encroachments/trespassing by the third party (ies), in case Allottee(s) fails to take actual & physical possession of the Allotted flat after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the construction of the Allotted flat.

"Project" means a residential group housing being developed by the Company situated at IIM Road, Lucknow duly approved from Lucknow Development Authority, Lucknow.

"Earnest Money" means an amount equivalent to 20% of the Basic Price of the Allotted flat.

"Preferential Location" means flats facing or abutting green areas or lower floors.

"Person" means any individual, Company, corporation, partnership firm, government or governmental authority or agency or any other legal entity.

C. PAYMENTS

1. (a) Timely payments as indicated in the Payment Plan is the essence of the terms of the booking/ allotment. If any installment / payment is not paid on the schedule when it becomes due, the Company will charge interest @ 18% 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 Allotted flat. In such a case, the Earnest Money shall stand forfeited and the balance amount, if any, shall 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 @ 18% per annum on the delayed amounts along with restoration charges as per the Company policy and restore the allotment of the Allotted flat. This will only be possible in case the Allotted flat has not been allotted to some one else. In such a situation an alternate Flat, if available, may be offered in lieu of the same.
- (b) It is clarified that 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 sequentially against the earlier payment due. If after such adjustment, default of more that 3 months still remain, it will be a fit case for automatic cancellation of allotment.

Signature of Applicant (s) :

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- (c) The refund after deduction in case of default shall be out of the sale proceeds from the re-allotment of the cancelled flat. If, for any reason, the re-allotment or the payment receivable against re-allotted flat is delayed, the refund will be accordingly delayed without any claim by ousted allottee towards interest for such delay in refund.
- 2. (a) Preferential Location Charges (hereinafter referred to as "PLC"), as applicable, shall be payable by the Allottee(s) for Flats at Preferential Location.
- (b) The Allottee(s) has specifically agreed that if due to any change in the lay-out plan, the Allotted flat ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee without any interest, damages and/or compensation and such refund may be adjusted in the last installment of the payment plan. If due to any change in the layout plan, the Allotted flat becomes preferentially located, then the Allottee(s) shall be liable and agrees to pay the preferential location charges as and when demanded by the Company as per prevailing rates.
- 3. The Allottee(s) understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Allotted flat, the Company shall have the right to accept/reject such request for cancellation at its sole discretion. 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 provided that the basic price of the Allotted flat (as applicable then), upon its re-allotment to any person (s), is received. If, for any reason, the re-allotment or cost receivable 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).
- 4. In case the Allottee(s) wants to avail of a loan facility from his/her/their employer or financing institutions to facilitate the purchase of the Allotted flat, the Company shall facilitate the process subject to the following:
 - a) The terms of the financing agency shall be binding and applicable upon the Allottee(s).
 - b) The responsibility of getting the loan sanctioned and disbursed as per the stipulated 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 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 Allottee(s) authorize the Company to cancel the allotment of the Allotted flat and repay the amount received till that date after deduction of Earnest Money and interest on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to Allottee(s).

D. CONSTRUCTION OF FLAT

- 1. The completion of the allotted Flat will be ensured by the company subject to timely receipt of the entire cost & other payments as per the terms of allotment but always subject to force majeure conditions. 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 the allotted Flat is omitted due to change in the plan or the Company is unable to allot or hand over the same to the Allottee(s) for any reason, whatsoever, beyond its control, the Company may offer an alternate Flat approximately of the same type/specification and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Flat, the Company shall refund only the actual amount received from the Allottee(s) along with simple prevailing bank interest and shall not be liable to pay any damages/compensation 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 Allotted flat or alternate Flat except the interest as above on the deposited amount.
- 3. The final super area of the Allotted flat will be intimated after final physical measurement. Super area of the allotted flat may increase/decrease, even without any changes in the design/dimensions of the flat shown in sale brochure, due to technical reasons. In case of variation in actual area vis-à-vis allotted area beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata basis. If the super area variation is up to 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Allotted flat and in case super area variation is above 10% then the current rate shall be applicable on the area exceeding 10% of varied super area. It is clarified that neither party is liable to pay any interest on amounts so calculated which shall become payable at the time of offer of possession. If the area variation is within 1% of the originally allotted area, nothing shall be payable by either party i.e. company or the allottee (s).

However, only in case of variation exceeding 10% of allotted super area, allottee(s) shall have the option to get his/her/their allotment cancelled. This option will have to be exercised in writing within thirty (30) days of intimation by the Company indicating his/her/their non consent/objections to such variations. The terms of refund as mentioned in Clause C (3) under headings "Payments" will apply except forfeiture of Earnest Money.

The flats are being sold on super area basis. Super Area means the built-up area of flat plus proportionate share in the common areas.

- 4. The built-up area of the Allotted flat shall be measured from outer edge of the wall if the same is not common and from centre of the wall if the same is common with an adjacent Flat. Built-up-area will include 100% of balcony area.
- 5. The layout plan in respect of the project as shown in the sales literature may be revised at the discretion of the Company without any objection from the Allottee(s). The lay-out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, super/built up area of the Allotted flat is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.

Signature of Applicant (s) :

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6. The specifications as shown in the specification sheet are indicative only and that the Company may at its own provide additional /better/alternative specifications and /or facilities other than those mentioned in the specification sheet or sale brochures, due to technical reasons or due to popular demand or for reasons of overall betterment of the Project/Allotted flat or reasons of non availability of specified item/material. The proportionate cost of such changes will be borne by the Allottee(s) and there shall be no objection or claim in this regard by the allottee(s).
7. Service Tax or any other tax imposed by the State/Central Government on construction/development of the Project/Allotted flat will be separately and proportionately borne by the allottee(s) over and above Basic Price.

E. POSSESSION

1. That upon the completion of construction of the Allotted flat barring the Final Finishing (defined herein below), Company shall issue a written offer of possession/Final Demand Notice (FDN) to the Allottee(s) to comply with. 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 Allotted flat will be subject to the full settlement of accounts as per FDN and completion of all other procedural and documentary requirements envisaged herein.
2. (a) The possession of the Allotted Flat will be given after execution of Transfer/Sale Deed; subject to (a) Force Majeure Conditions, and, (b) Payment of all the amounts due and payable by the Allottee(s) upto the date of such possession including Lump sum Deposit for Maintenance (LSMD), Monthly Recurring Maintenance Charges (MRMC), both defined hereinafter, and other charges etc. to the Company including amount of stamp duty & allied expenses required for execution & registration of transfer deed with regard to allotted unit.
- (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 Allotted flat within 60 days of the written offer of possession or Final Demand Notice (herein "Said Period") from the Company failing which the Allotted flat will lie at the risk & cost of the Allottee(s). In other words, possession of the Allotted flat shall become due on the date of expiry of the Said Period (herein "Possession Due Date"). The Allottee(s) understands & agrees that the LSMD, MRMC (defined hereinafter), Holding charges, Chowkidari charges, other charges etc, as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession which ever is earlier, whether the Allottee(s) takes or fails to take possession of his/her/their allotted Flat.
- (c) The Allottee(s) understands & agrees that in the event of his/her/failure to take over the possession of the Allotted flat beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Chowkidari charges, LSMD, MRMC, other charges etc. the Allotted flat will be handed over to the Allottee(s) on "as is where is" basis. The Allottee(s) further agrees not to raise any claim, dispute etc in this regard on account of omission on his/her/their part in not taking possession after being offered as above.
3. Subject to clearance of all dues including LSMD, MRMC, execution & registration of transfer deed, the possession of allotted flat shall be handed over to allottee treating as all the payments, claims, complaints with regard to allotted flat fully settled & waived, for use & enjoyment of same exclusively for residential purposes subject to terms & conditions, stipulations, covenants as contained herein to be observed & performed on his/her/their part.
4. 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, LSMD (explained later in detail), MRMC (explained later in detail), stamp duty and other charges etc. at the time of offer of possession/FDN.
5. The possession date of the Allotted flat as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment/s and other charges under various heads mentioned herein shall become due & payable immediately.
6. The Allottee(s) in respect of his/her/their Allotted flat shall be paying all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like water, sewer, electricity, telephone etc. including security deposits for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these charges in bulk to any public or private agency then the company have a right to recover the same on pro rata basis from the Allottee(s).
7. If the Company provides infrastructure for Broad Band, telephone, cable TV etc. the Company is entitled to recover the cost on pro rata basis from the Allottee(s).
8. The construction of Allotted flat is likely to be completed within the period as specified after commencement of construction of the particular Block in which the Allotted flat is located with a grace period of 6 (six) months subject to the receipt of requisite building /revised building plans/ other approvals & permissions from the concerned authorities; Force Majeure Conditions ; restraints or restrictions from any courts/authorities; non-availability of building materials; disputes with contractors/work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee(s) in accordance with the terms herein contained. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over of possession on account of the aforesaid reasons.

Signature of Applicant (s) :

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F. MAINTENANCE

1. On completion of construction work of the Allotted flat and/or offer of possession or Possession Due Date (defined hereinbefore) of the Allotted flat, whichever is earlier:
 - (a) (i) On completion of the building/allotted unit possession due date, company shall give the offer of possession and shall intimate the amount to be deposited as Lump-sum Maintenance Deposit (LSMD) for the maintenance and upkeep of infrastructure installation like lifts, water supply pumps, firefighting system etc., Maintenance of infrastructure installation means cost of AMC & repairing of break downs.
 - (ii) Maintenance of Infrastructure installation shall be done with the interest earned on LSMD. If interest earned on LSMD fall short to meet the actual expenses incurred, additional demand on prorata basis shall be raised by the Company or Associations as the case may be & be payable by the allottee.
 - (b) (i) Apart of LSMD a Monthly Recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running & maintenance of common services and spaces of the complex like running of lifts i.e. power consumption and cost of liftman, supply of drinking water i.e. electric bills for running water pumps and cost of pump operator, lights in common areas (stairs, corridors, parking, parks etc.) i.e. electric bills and replacement/ repairing of minor defects, cost of sweeper, gardener, security personnel, maintenance of sewerage system or any other facility of common nature.
 - (ii) This Monthly Recurring Maintenance Charges (MRMC) shall be payable from the possession due date or offer of possession, which ever is earlier, irrespective of fact whether possession of the flat has been taken over or not. This shall be collected by post-dated monthly cheques for an initial period of 3 years at the time of possession & in no circumstances allottees shall stop payment of these post dated cheques.
 - (iii) If in case actual prorata amount spent on MRMC exceeds the amount collected through PDC, the shortfall shall be billed on monthly basis either by the Company/Agency/Association whosoever in looking after the maintenance of the complex.
 - (c) It shall be mandatory for each allottee to join the association so formed with the support of the Company for the purpose of maintenance of the complex and to abide by the rules of the association.
 - (d) Allottees/occupants Association shall be formed with in 12 month from the day of first possession. Initial office bearers shall be nominated by the Company for a minimum tenure of one year, which shall be reckoned from the date of taking over of the maintenance/management of the complex by the association. It shall be mandatory for each allottee to join the association at the time of possession of the flat for the purpose of management and maintenance of the complex.
 - (e) Initially the maintenance & management of the complex shall be undertaken by the company or an agency nominated by the company & Company shall handover the responsibility of the maintenance of the complex along with the LSMD & balance PDCs of MRMC (if any) with in a period of 2 years from the date of first possession or minimum 40% possessions are handed over, whichever is earlier and thereafter association shall maintain the complex and collect the additional amount (if any) from the allottees for the smooth running & maintenance of the complex.
 - (f) Only Common service and appurtenant land of the blocks shall be transferred to the association. Unsold spaces like parking, storage etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual, as the case may be, on any terms as the Company deems fit.
 - (g) The Company shall not maintain the complex for any period after expiry of 24 months from the date of first possession.
2. The Allottee(s) upon offer of possession agrees to enter into a maintenance agreement with the Company or its nominee/agency/association(s) or other body as may be appointed / nominated by the Company (hereinafter referred to as 'the Maintenance Agency') from time to time for the maintenance and upkeep of the complex. However, failure on the part of Allottee(s) to enter into Maintenance Agreement for any reasons whatsoever, will not absolve him/her/them/it from their obligation to pay the Maintenance Charges and other related charges etc. & in such event the company shall have a right to bar the allottee from enjoying common facility/services.
3. Commencing from the date notified by the Company for taking over possession of the Allotted flat, as aforesaid, the Allottee(s) agrees to pay to the Company or its Maintenance Agency, MRMC on the basis of size of the Allotted flat. The Allottee(s) understands & agrees that the MRMC may be enhanced by the Company or the Maintenance Agency from time to time. Liability of payment of any Taxes etc on LSMD, MRMC and outsourced services shall be on the Allottee(s).
4. The Allottee(s) is liable to pay monthly/quarterly/yearly PDC to MRMC as intimated/demanded by the Company/ Maintenance Agency, irrespective of the fact whether the allottee(s) is in occupation of the Allotted flat or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly MRMC, interest @ 18%p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect MRMC in advance as per its policy.
5. The Company/Maintenance Agency shall maintain the Colony till the maintenance is handed over to the Allottees Association or for a period as referred in Clause above (under this section) from the date of completion of the block in which Allotted flat is located and/or Project, which ever is earlier and the Company is not bound to maintain the Block and/or Colony beyond such period, as aforesaid. It is only playing the role of maintenance facilitator till that period. If the Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the Said Security after deduction of defaulted/due Maintenance Charges, other dues etc.

Signature of Applicant (s) :

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along with Applicable Interest and discontinue maintenance of the Block/Project. If association fails to accept the return of Said Security within 15 days of written intimation to such effect, then such Security amount shall lie with the Company without creating any liability either to provide maintenance or interest on the same. It is clarified that in the event maintenance is not handed over to the Association within the prescribed timeframe, it is made clear that the Company will retain Said Security and levy Maintenance Charges till it manages the maintenance of the Project/Block/Allotted flat. It is clarified & understood by the Allottee(s) that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.

6. The Allottee(s) will neither do nor permit anything to be done which damages common areas, adjoining Allotted flat 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 rectification from the allottees, Said LSMD along with liquidated damages equivalent to such amount as incurred. In case Said LSMD is insufficient to meet such expenditure or losses then 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 /Said LSMD, as applicable. The Allottee(s) shall always keep the Company indemnified in this regard.
7. The common lawns and other common areas in the Project 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 allowed on payment basis.
8. The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
9. The maintenance of the Allotted flat including common walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee(s) from the date of possession or Possession Due Date, whichever is earlier & the allottee in no case shall be allowed to make any addition, alteration in the demised flat & services like basic sanitary, plumbing, drainage etc. provided in said flat as the services are synchronized for the entire block where flat is situated.

G. CLUB FACILITIES OF ELDECO CITY

A club and a swimming pool with essential facilities shall be constructed by the company within the township which shall be open to use by the residents of Eldeco City Breeze as well.

The ownership of club & swimming pool shall be of the company & the same may be handed over/transferred to any person(s) as may be nominated by the company, for its operations & maintenance.

It shall be mandatory for the allottee(s) to become the member of the club but the membership of Swimming Pool shall be optional.

Note – No exclusive club & Swimming Pool shall be constructed for Eldeco City Breeze (GH -2).

1. A recreation club shall be constructed and allottees/residents of the complex shall be patron member of the club. For this facility, the Company shall charge one time Club membership fee from every allottee. In addition to the club membership fee the company/operating agency shall also be charging monthly subscription charges according to the expenses incurred for the smooth running of facilities provided within the Club.
2. It shall be mandatory for all the allottee(s) to become patron members of the club & pay monthly subscription charges, irrespective of the fact whether he/she is availing the club facilities or not.
3. Monthly subscription charges shall be payable from the possession due date or from the date of initiation of club facilities, whichever is later.

H. TERMS OF LUCKNOW DEVELOPMENT AUTHORITY, LUCKNOW/OTHER COMPETENT AUTHORITY (IES)

1. The Allottee(s) shall pay to the Company on demand, such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess fee, etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Project/Allotted flat or any construction carried thereon by virtue of any notification or amendment in the existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to Lucknow Development Authority, Lucknow/Other Competent Authority(ies) or any other taxation, on pro-rata basis or demand letter by any statutory body.
2. The Company shall be responsible for providing Basic Infrastructure facilities. 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 Lucknow Development Authority, Lucknow /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/ Lucknow Development Authority, Lucknow /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).

Signature of Applicant (s) :

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I. SALE DEED/TRANSFER DEED

1. The execution of Transfer/Sale Deed of Allotted flat shall be subject to payment of all the amounts due and payable by the Allottee(s) against allotment including LSMD, MRMC & stamp duty and other charges etc. to the Company. The Allottee(s) undertakes to execute and get registered the Transfer/Sale/ Conveyance deed in respect of the Allotted flat within 30 days from the date of intimation by the company in writing, failing which, Allottee(s) authorizes the Company to cancel the allotment and forfeit the Earnest Money apart from adjusting the delayed money interest, Holding charges, Chowkidari charges or any other due etc. and refund the balance amount to the Allottee(s) without any interest upon realization of money from re-sale/re-allotment of the unit cancelled due to omission as above on part of allottee (s).
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sale/ Conveyance Deed of the Allotted flat, at the rate as may be applicable on the date of execution and registration of the Transfer/Sale/Conveyance Deed including documentation will be borne by the Allottee(s) only. If the Company incurs any expenditure towards the registration of the Allotted flat, the same will be reimbursed by the Allottee(s).
3. Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee(s) without taking prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee(s), up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/assignment/nominations. In the event of any restriction at any time after the date of allotment to restrict nomination / transfer / assignment of the allotted flat by any authority, the Company will comply with the same and the Allottee(s) has specifically noted the same. If the Allottee(s) is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm/company will require prior approval of the company and shall be subject to applicable transfer charges. It is further clarified that any alteration and/or reconstitution and/or dissolution of the firm shall be construed as "Transfer" & shall be subject to such terms and conditions and administrative charges/processing fees/other charges as the Company may impose and on payment of such transfer fee(s) as may be prescribed by the Company, the transfer at sole discretion of company may be affected.
4. For any subsequent transfer of the Allotted flat by way of Sale or otherwise by the Allottee(s), after execution and registration of Sale Deed in his/her/their favour, the Allottee shall obtain "No Dues Certificate" from the Company or the Maintenance Agency/Association as per the policy of the Company on payment of such Administrative Charges as may be prescribed & clearance of dues towards maintenance.

J. INDEMNIFICATION

The Allottee(s) shall indemnify and keep the Company, its agents, employee/s, representative/s, estate indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to be suffered by 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 Allotted flat. The Allottee(s) agrees to pay such losses on demand that the company may or likely to suffer. This is in addition to any other right or remedy available to the Company.

K. SEVERABILITY

If any provision herein contained shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted to the extent with the remaining part of the terms & conditions of allotment and 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 thereof.

L. FORCE MAJEURE CONDITIONS

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 labour 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.

M. GENERAL TERMS AND CONDITIONS

1. The applicant/allottee has fully satisfied himself about the nature of rights, title, interest of the Company in the said project, which is to be developed/constructed by the Company as per the prevailing byelaws/guidelines and the plans approved by Lucknow Development Authority (LDA) constituted under the U.P. (Urban Planning & Development) Act, 1973 and/or any other authority and has further

Signature of Applicant (s) : 1. 2.

understood all limitations and obligations in respect thereof. The applicant/allottee further agrees to abide by the terms and conditions of all the permissions, sanctions, directions etc. issued by LDA and/or other authorities in this regard.

2. The applicant/allottee shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A.D. letter about all subsequent changes in his address, failing which, all demand letters and notices posted at the earlier Registered Address will be deemed to have been received by him at the time when those should ordinarily reach at such address and he shall be responsible for any default in making payment/compliance and consequences that might occur therefrom. In all communications the reference of the allotted Allotted flat must be mentioned clearly.
3. The applicant/allottee shall use/cause to be used the Allotted flat for residential purpose only and not for any other purpose. This is a condition precedent and non-compliance thereof may invite cancellation of allotment of the Allotted flat and forfeiture of the deposited sums as per the Company policy.
4. The applicant/allottee shall not be allowed to effect any change/alteration in the Allotted flat which may or are likely to cause damage to the permanent structure in the complex, like beams, columns etc., The applicant/allottee is also debarred to make any layout/location change in toilets/kitchen plumbing of the allotted unit and to the units of the other allottees in the complex. The applicant/allottee is also not allowed to make any changes that may affect the facade of the building, like making major changes in the windows, tampering with external treatment, changing of wardrobe position etc. The allottee is also debarred from making encroachments on the common spaces in the building.
5. The applicant/allottee shall not create hassles for other occupants in the adjoining areas and shall not do any act that may obstruct/block the common areas, common amenities/facilities etc.
6. The applicant/allottee agrees and undertakes that he/she shall, on taking possession of allotted unit, have no right to object if the Company or other allottee carries on any construction activity in the vicinity of the allotted flat.
7. After taking over the possession of the Allotted flat, the applicant/allottee shall not object to remaining construction, development, laying and connecting infrastructure services of the project, undertaken by the Company in order to complete the essential services of the project.
8. The applicant/allottee shall get exclusive possession and title of the super structure forming Allotted flat along with proportionate undivided interest in land on which Said Block/Project is constructed. The applicant/allottee shall have no right, interest & title in the remaining part of the Project such as common areas, club, parking, park etc. except the right of usage of common passage/roads/common areas, as defined here in above, and carved out in the Project as per sanctioned lay out plan.
- 8a. The applicant/allottee agrees and understands that he/she/it/they shall not have any right in any commercial premises, shops, community centre etc, if any constructed in the Project. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The applicant/allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centre etc. to any person/s and also in their day to day operation and management.
9. The applicant/allottee agrees & understands to pay to the Company amounts as may be intimated by the Company towards Malba Charges, water charges, water & sewer connection charges, EDC, EEC, Administrative Expenses etc.
- 9a. 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 under these terms/under law, the Company shall have right to cancel the allotment of the "Allotted flat" and forfeit the Earnest Money. As a result of such cancellation, the refund (if any), subject to adjustment of dues under various heads as stipulated herein will be governed by the Company's policy.
10. Any alteration(s) or addition in the terms and conditions herein without the prior consent/approval of the Company shall render the alteration(s) or addition null and void for all purposes.
11. In case there are joint applicants/allottees, all communication shall be sent by the Company to the applicant/allottee whose name appears first, at the address given by him which shall for all purposes be considered as served on all the co-applicants/allottees.
12. Applicants/allottees having NRI status or being foreign nationals shall observe 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, Sale/Conveyance/Transfer deed of immovable property in India and shall be their sole responsibility. The applicant/allottee 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 Company accepts no responsibility in this regard.
13. In case of any dispute between the co-applicant(s)/allottee(s), the decision taken by the competent court shall be honored by the Company.
14. The Company's sale brochures/CD walk through, advertisement(s) and other sale document(s) are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications.
15. 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), other sale document(s) and application form, then the terms contained herein will prevail.
16. The Company shall have the first lien and charge on the Allotted flat for all its dues and other sums payable by the applicant/allottee to the Company.

Signature of Applicant (s) :

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17. Loans from financial institutions to finance the Allotted flat may be availed by the applicant/allottee. However, if a particular Institution/Bank refuses to extend financial assistance on any ground, the applicant/allottee shall not make such refusal an excuse for non-payment of further installments/dues which shall be borne & paid by allottee from his resources.
18. In case the Company is forced to abandon the said project due to force majeure circumstances or for reasons beyond its control, the Company shall refund the amount paid by the applicant/allottee alongwith simple interest at prevailing bank rate/the Company will give an option to the applicant/allottee to opt for an alternative unit in any other ongoing project.
19. The applicant/allottee shall have no objection in case the Company creates a charge on the project land during the course of development of Project for raising loan from any bank/financial institution. However, such charge, if created, shall be got vacated before handing over possession of the Allotted flat to the applicant/allottee.
20. If any misrepresentation/concealment/suppression of material facts is found to be made by the applicant/allottee, the allotment will be cancelled and the earnest money shall be forfeited and the applicant/allottee shall be liable for such misrepresentation/concealment/suppression of material facts in all respect.
21. The company may construct servant room (or dormitories) and storage spaces within the complex. The consideration/cost payable for these spaces will be charged extra at a rate notified at the time of offer of the same.
22. One parking is mandatory for the allottee(s). The applicant/allottee understands and agrees that exclusive usage right of covered/open parking shall be granted on extra cost as fixed by the company.
The option of having additional/extra parking shall be subject to the availability and the cost prevailing at the time of request made for the additional/extra parking.
23. It is clarified by the Company that the power back up arrangements like diesel generator sets or other forms of power back up supply in the complex are proposed to be designed and installed on the basis of diversity factor considering group diversity @ 55% to which the applicant/allottee understands and agrees. The applicant/allottee agrees that he/she/they, either singly or jointly with other allottee(s) in the complex 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).
24. The applicant/allottee understands and agrees that the Company may at its sole discretion appoint/engage designated service provider(s) for various facilities in the complex viz. Cable, intercom, gas supply, Dish TV etc. The applicant/allottee 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 unit level and understands that he/she/they will have to go with the choice of such service providers at bulk level for the entire complex. Further, the applicant/allottee agrees to enter into specific service supply arrangements with each of these service providers at their standard commercial terms & bear the cost of usage of such services.
25. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.
26. All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at Lucknow shall have the jurisdiction in all matters arising out of/touching and/or concerning there to regardless of the place of execution which is deemed to be at Lucknow.

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 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 monetary sums thereof being fully conscious of my/our liabilities and obligations including forfeiture of earnest money as may be imposed upon me/us.

Signature of the First Applicant

Signature of the Second Applicant

Name:

Name:

Date:

Date:

Place:

Place:

The Allottee/s hereby confirm that the Company has clarified to him/her/them that in case any term and condition contained herein is found inconsistent or contrary to the provisions of Real Estate (Regulation & Development) Act, 2016 ('RERA') and/or Rules made/to be made thereunder ('Rules'), provision/s of RERA and/or Rules will supersede the same i.e. provisions contained herein stand/will stand amended in accordance with the provisions of RERA/Rules effective from the date of their applicability.

The Allottees acknowledge that in terms of the provisions of GST Act, it has been mutually decided that the Company has already passed on the benefit of input tax credit @ % to him/her/them in respect of the Said Unit as discount in the basic cost of the Said Unit.

Allottee undertakes that I/we shall not claim any other benefit under GST or any other law at any point of time in future in respect of allotment of the Said Unit.

FOR OFFICE USE

Remarks:

1. Kindly sign all pages.
2. Whether Personal details of the Applicant(s) have been completed filled up.
3. Please tick (✓) wherever applicable.
4. In case booking is made by firm/body corporate, whether resolution/authorization is received.
5. Whether booking amount cheque is proper and in order.
6. Whether the form is dated and signed by all the applicants with official stamp (if any).
7. Mode of booking: Direct / Agent _____

8. Other remarks _____

Booked by _____

Checked by _____

Approved by _____



SPECIFICATIONS

Sl. No.	Location	Floor	Wall	Internal & External Door	Window	Ceiling	Other	
1	Living / Dining	Vitrified Tiles	Tiles skirting & oil bound distemper (OBD)	Hard wood frame with painted skin moulded shutter (balcony door frames in aluminium)	Aluminium/ composite sections/UPVC glazed windows. (without grill)	OBD & POP Cornices	Entrance door-Hardwood frame with decorative/skin moulded door in teak finish/paint.	
2	Master Bedroom	Laminated Wooden	Wooden Skirting	-do-	-do-	OBD & POP Cornices	-	
3	Bedrooms	Vitrified tiles	Tiles Skirting & OBD	-do-	-do-	OBD & POP Cornices	-	
4	Kitchen	Anti-skid Ceramic Tiles	2' high ceramic dado above counter & rest OBD	-do-	-do-	OBD	Granite equivalent working top S.S. Sink with drain board, CP fitting with provision of hot and cold water plumbing.	
5	Toilets	Anti-skid Ceramic Tiles	7' high ceramic tiles & OBD	-do-	-do-	OBD	Green Marble/Granite counter, wash basin in one toilet, good quality C.P. fittings, EWC/(IWC), mirror, towel rod, soap dish, toilet tissue dispenser.	
6	Balconies/ Terraces	Anti-skid designer Ceramic Tiles	Cement Paint	-	-	OBD	-	
7	Corridors/ Lobbies	GF Italian Marble and false ceiling in GF & tiles on other floor.	GF- Plastic emulsion and other floor OBD	-	-	GF- Plastic emulsion other floor OBD	Lift fascia in combination of attractive stone/tiles cladding and paint. Wall tiles in passage.	
8	Staircase	Stone/tiles	-	-	-	OBD	M.S. railing with polished/painted hand rail. Granite on staircase walls.	
9	Electrical	Copper Electrical wiring throughout in concealed conduit with light points, power points, T.V. point and Phone sockets with MCB. Modular switches without any fans & fixtures.						

10	Door & Window Fittings	Powder coated aluminium door & window fittings.
11	Facade	Weather coat/Textured Paint.
12	Earthquake resistant structure.Cobination of RCC frames with brick work.	
<p>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 Developer, shall not be held liable in any manner whatsoever, for the same</p>		
<p>*For technical reasons or unavailability, equivalent materials may be used in place of the materials specified above.</p>		