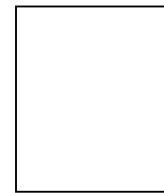


To

Eldeco Infrastructure and Properties Limited  
201-212, 2nd Floor, Splendor Forum,  
Jasola District Center, New Delhi-110025



**SUBJECT: APPLICATION FOR ALLOTMENT OF A RESIDENTIAL UNIT IN THE PROJECT NAMEDLY "ELDECO EDGE", SITUATED AT SECTOR 119, NOIDA, UTTAR PRADESH**

Dear Sir,

I/We hereby apply for the allotment of a residential unit as per details given below (herein "Unit") in your project namely "Eldeco Edge" (herein "Project") situated within the residential group housing complex namely "Eldeco Amantran" situated at Sector 119, Noida, Uttar Pradesh (herein "Complex") being developed by Eldeco Infrastructure and Properties Limited (herein "Company").

I/We request for allotment of Unit, 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. In the event of Company agreeing to allot Unit to me/us, I/we agree to pay installments/down payment of basic price and all other charges as stipulated in this Application, Allotment Certificate and Agreement, Maintenance Agreement etc. and as per the payment plans explained to me/us by the Company. I/We have understood the same and have agreed to abide by the same. I/We am/are fully aware and agree that the allotment of the Unit 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, the Company shall 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 Allotment or Agreement to sell and I/We do not become entitled to the provisional and/or final allotment of the Unit notwithstanding the fact that the Company may have issued a receipt in acknowledgement of the money tendered with this application. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot the Unit applied for, I/we would like to have refund of the amount deposited without any interest / penalty/ damages/ costs etc.

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 format and abide by the terms and conditions stipulated therein. I/We, in the meantime have studied and 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 the payment schedule in respect of the Unit as well as amount payable under the Maintenance & Other Agreements. I/We agree that non-payment/delay in payment of any such amount gives full authority and power to the Company to terminate the Allotment and forfeit the Booking Amount / Earnest Money, for which I/We shall raise no objection of any kind and the Company may allot the Unit to anyone else or do as it deem fit.

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

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/payments as stipulated/demanded by the Company as per (A) Construction Linked Payment Plan (B) Down Payment Plan, opted by me/us and as per the terms and conditions of allotment.

My / our particulars are as below:

Applicant's name: \_\_\_\_\_

Father's/Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_

Co-Allottee's Name: \_\_\_\_\_

Father's/Husband's/Director/Partner/Authorised Signatory name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Tel.:(R) \_\_\_\_\_ (o) \_\_\_\_\_ Mobile: \_\_\_\_\_ email: \_\_\_\_\_

Office address: \_\_\_\_\_

Permanent address: \_\_\_\_\_

Name/address of Guardian (in case of minor): \_\_\_\_\_

Relationship with Minor: \_\_\_\_\_

Income Tax PAN No/GIR No/Form 60. :

First Allottee: \_\_\_\_\_

Second Allottee: \_\_\_\_\_

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

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

**UNIT DETAILS**

Unit No. \_\_\_\_\_ Floor \_\_\_\_\_ Type \_\_\_\_\_ Block \_\_\_\_\_

Super Area \_\_\_\_\_ sq mtrs. ( \_\_\_\_\_ sq ft.) ;

Side Terrace \_\_\_\_\_ sq mtrs. ( \_\_\_\_\_ sq ft.) Roof Terrace \_\_\_\_\_ sq mtrs. ( \_\_\_\_\_ sq ft.)

Private Lawn \_\_\_\_\_ sq mtrs. ( \_\_\_\_\_ sq ft.)

Basic Price: Rs. \_\_\_\_\_ Service Tax: Rs. \_\_\_\_\_

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

Signature: Allottee: \_\_\_\_\_

Co-Allottee: \_\_\_\_\_

Signature of Guardian (in case of minor): \_\_\_\_\_

**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 me/us, the Company shall be entitled to reject the application/terminate the allotment and forfeit the amount deposited by me/us. Further, I/We hereby undertake to inform the Company of any change in the above information, till the Unit is allotted or is duly registered in my/our name(s), and understand that any failure on my/our part to do so shall give the absolute right of rejection of application to the Company and forfeiture of the amount deposited by me/us.

(Signature of the Applicant)

(Signature of the Co-Applicant)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Note:

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

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent \_\_\_\_\_

Location booked: \_\_\_\_\_ Date of booking : \_\_\_\_\_

Dealing executive: \_\_\_\_\_ Checked / verified by : \_\_\_\_\_

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

The following terms and conditions of allotment are indicative with a view to assist and make familiar to the Applicant/s the financial terms, nature of title/ownership and other aspects of the Complex/Project. The following indicative terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement etc and the Applicant/s is/are required to sign them at appropriate time as and when required by the Company.

**DEFINITIONS**

**"Common Areas"** means utility corridor, passage, shafts, lobbies, stairs, mummies, lifts/lift walls, other common walls, roads & paths, driver's/common toilet/s, security room, other room/s for maintenance staff, service ledges, service areas including but not limited to lift machine room, pump room, electric sub station, maintenance offices/stores, fire control rooms, generator room, garbage room, gas bank, entrance and exits of building, greenery and green spaces to be provided by Company in the Complex as per the sanctioned layout.

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

**"Complex"** means the residential group housing complex to be developed by the Company on leasehold land admeasuring about 58330.65 sq mts allotted to the Company by New Okhla Industrial Development Authority ("NOIDA") situated at Sector 119, Noida, Distt Gautam Budh Nagar (U.P.).

**"Earnest Money"** means an amount equivalent to 20% of the Basic Price of the Unit.

**"Holding Charges"** means the administrative costs incurred by the Company to hold the Unit, if the Allottee/s fails to take actual & physical possession of the Unit after expiry of the period specified in the offer of possession.

**"Independent Area"** means those areas which the Company is entitled to sell/lease without the interference of the Allottee/s viz. club building and its appurtenant open area, car parking spaces (open/covered), terraces, private lawns, private courtyards, commercial space.

**"Limited Common Area & Facilities"** means those common areas and facilities which are earmarked/reserved/identified for use of certain Allottee/s to the exclusion of other Allottee/s.

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

**"Project"** means the residential group housing project namely, "Eldeco Edge" to be developed by the Company within the Complex.

**"Preferential Location"** means Unit facing or abutting green areas/wide road/club/swimming pool and any other location as may be specified/designated as Preferential Location by the Company

**"Safeguarding Charges"** means the charges incurred to guard the Unit against encroachments/trespassing by the third party (ies), in case Allottee/s fails to take actual & physical possession of the Unit after expiry of period mentioned in the offer of possession. It does not include guarding or safekeeping of fittings provided and material used in the Unit.

#### **A. ALLOTMENT**

1. The allotment of the Unit will be on the basis of Application Form, wherein, Allottee/s has/have indicated the location, size & type of the Unit 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 Infrastructure & Properties Limited" payable at New Delhi.
2. In case of application 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, where applicable must be lodged separately.
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, the allotment shall become final and binding upon the Company. If however, Allottee fails to execute and return the Allotment Certificate & Agreement within thirty (30) days from the date of its dispatch by the Company, due to any reasons whatsoever then Allotment shall automatically be treated as cancelled and the Booking Amount/Earnest Money paid by Allottee/Allottee/s shall stand forfeited.
4. The Applicant/s acknowledges that the Company has provided all the information, documents and clarifications as required by the Allottee/s and that the Allottee/s is/are fully satisfied in all respects with regard to the rights, title and interest of the Company in the Land on which the Complex/Project is being developed, and have understood all limitations and obligations of the Company in relation thereto. The Applicant/s has relied on his/her/their own judgment and investigation in deciding to apply for allotment of the Unit and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by Company. No oral or written representations or statements shall be considered to be a part of this Application Form and this Application Form is self contained and complete in itself in all respects.
5. 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.

#### **B. PAYMENTS**

1. (a) The Allottee/s agrees that the timely payments as indicated in the Payment Plan is/are the essence of the allotment. If any installment / payment as demanded by the Company and/or as per schedule is not paid when it becomes due, the Company shall charge interest @18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive months, the allotment shall automatically stand cancelled without any prior intimation to the Allottee/s and the Allottee/s shall have no lien/right on the Unit. 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, in exceptional and genuine circumstances the Company may, at its own discretion, condone the delay in payment exceeding three months by charging interest @ 18% p.a. along with the restoration charges as per Company policy and restore the allotment of the Unit, in case it has not been allotted to some one else. In such a situation, an alternate residential Unit /property, if available, may be offered in lieu of the same.  
(b) The Allottee/s agrees that in default case, if part payment is received from him/her/them, such payment shall be first adjusted against the interest on delayed payments till date and then sequentially against the payment due. If after such adjustment there still remain some defaults of more than 3 months, it shall be a fit case for cancellation of allotment.  
(c) The Allottee/s agrees that the refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, shall be made only out of the sale proceeds, when realized from the re-allotment of the Unit. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.  
(d) The Allottee/s agrees that the payment will be considered received when it actually gets credited to the Bank Account of the Company. Further, the Company is not obliged to inform the Allottee/s in case of dishonour of his/her cheque. The Allottee/s shall be responsible for the delay caused due to such reasons.
2. (a) The Allottee/s agrees that the Unit/s located at the Preferential Location, Preferential Location Charges (herein "PLC"), as applicable, shall be payable by him/her/them.  
(b) The Allottee/s has specifically agreed that if due to any reason whatsoever the Unit ceases to be in a Preferential Location, the Company shall be liable to refund only the amount of PLC paid by the Allottee/s without any interest, damages and/or compensation and such refund may be adjusted at the time of FDN (defined hereinafter). If due to any reason whatsoever the Unit becomes located at Preferential Location, then the Allottee/s shall pay additional PLC as applicable, as may be demanded by the Company.
3. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of the Unit, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed by Allottee/s 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 adjustment of interest accrued on the delayed payments (if any), provided that the basic price of the Unit (as applicable then), upon its re-allotment to any person/s, is received. If, for any reason, the re-allotment or sale realization from such re-allotment is delayed, the refund to the Allottee/s shall be accordingly delayed without any claim towards interest for such delay.
4. The Allottee/s agrees that in case he/she/they wants to avail of a loan facility from his/her/their employer or financial institution/agency to facilitate the purchase of the Unit, the Company shall facilitate the process subject to the following:  
(a) The terms of the employer/financial institution/agency shall exclusively be binding and applicable upon the Allottee/s alone.  
(b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule shall 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 the provisions contained in Clause 1 as above.  
(c) In case of default in repayment of dues of the employer/financial institution/agency by Allottee/s, the Company may cancel the allotment of the Unit (the Allottee/s hereby authorise the Company for this purpose) and repay the amount received till that date after deduction of Earnest Money, adjustment of interest on delayed payments and adjustment of other dues under various heads as stipulated herein, directly to employer/financing institution / agency on receipt of such request from financing agency without any reference to Allottee/s. Upon such cancellation, the Allottee/s shall have no right, interest or lien in the Unit. The refund to the employer/financing institution / agency and the Allottee/s (after deduction/adjustment amounts as aforesaid) shall be governed by the provisions provided in Clause 1 above.  
(d) The Company shall issue NOC to mortgage in favour of employer/financial institutions/agency based on the Allottee/s request subject to upto date payments of all dues.

### C. CONSTRUCTION/COMPLETION OF UNIT

1. The Allottee/s understands and agrees that the construction of the Unit is likely to be completed within a period of ..... months with a grace period of 6 (six) months subject to the receipt of all requisite approvals & permissions from the concerned authorities, Force Majeure Conditions (defined hereinafter) and subject to fulfillment of the Terms and Conditions of the Allotment Certificate & Agreement including but not limited to timely payments by him/her/them. The Company shall be entitled to extension of time for completion of construction of the Unit 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 offering/handover possession of the Unit on account of the aforesaid 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. The Allottee/s agrees and understands that the construction will commence only after all necessary approvals are received from the concerned authorities including Ministry of Environment & Forest.
2. 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 conditions, defined hereinafter, and conditions as mentioned in clause C1) by the Company in completion of construction of the Unit and consequently there is delay in offer of possession of the Unit, the Company shall pay compensation @ Rs. 5/- (Five) per sq. ft. of the Super area of the Unit per month or any part thereof only to the first named Allottee 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 Allottee/s agrees and confirms that the compensation herein is mutually negotiated and is a just and equitable estimate of the damages which the Allottee/s may suffer and the Allottee/s agrees that it shall have no other right, claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of sub lease deed of the Unit, to the Allottee/s first named.
3. The Allottee/s understands and agrees that in case the Unit is omitted or the Company is unable to transfer/ handover the same to the Allottee/s for any reason, whatsoever, beyond its control including Force Majeure Conditions (defined hereinafter) then the Company may offer an alternate Unit and in the event of non-acceptability by the Allottee/s or non-availability alternate Unit, the Company may at its discretion refund only the actual amount received from the Allottee/s till then (within the timeframe 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 Unit or alternate Unit.
4. The Allottee/s agrees that the Company, if for any reason/s, is not in a position to finally allot/transfer the Unit/s applied for, then he/she/they authorises the Company to refund the entire amount paid by him/her/them without any interest and consequently the Allottee/s shall have no right, title, interest or claim of any nature, whatsoever, in respect of the Unit/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 Unit or claim any other damages/compensation on this account.
5. The Allottee/s agrees that the final Super area of the Unit will be intimated after final physical measurement. In case of variation in actual area vis-à-vis allotted area, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the Super area of the Unit varies upto 10%, then the Allottee shall be liable to pay/entitled to get difference in price at the rate prevailing at the time of allotment of Unit and in case final super area varies beyond 10% then the current rate shall be applicable on the variation.  
  
The Allottee/s 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 Certificate & Agreement without further notice and refund the entire money received from the Allottee/s without interest. Upon the decision of the Company to cancel the Unit, 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 claim of any nature whatsoever on the Unit. The terms of refund as mentioned in Clause B (3) under headings "Payments" will apply except forfeiture of Earnest Money.
6. The Allottee/s agrees that the built up area of the Unit 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 Unit. Built-up-area will include 100% of balcony area (with or without roof), 100% of that part of the terrace area which is covered by projection at slab level, 50% of all projections and 150% of double height area.
7. (a) The Allottee/s understands and agrees that the lay out plan, building plan, drawings and dimension as shown in the sales literature, may be revised due to architectural/structural/technical/regulatory reasons without any objection from him/her/them. If due to said revision the location /Super area of the Unit is changed, the Company shall be liable only for cost adjustments arising out of area variations as above mentioned and PLC adjustments.  
(b) The Allottee/s acknowledges that the Project is under construction 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 interest of the Project or if the same is required by the concerned authority.  
(c) The Allottee/s understands that 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/Unit, without any objection from the Allottee/s. The proportionate cost of such changes shall be borne by the Allottee/s.
8. The Allottee/s acknowledges that any variation in the cost of materials/labour/s etc. from the date of booking till the date of offer of possession, calculated on the basis of CPWD cost index at Delhi, shall be borne by the Allottee/s on pro-rata basis. It is clarified that the construction cost of the Unit is Rs. 2000/- per sq. ft. of the super area of the Unit and the methodology for calculating the variation in the construction cost shall be as under:  
Base Construction Cost (BCC) = (2000 X Super Area of the Unit)  
Escalated Construction Cost (ECC) = BCCX (CPWD index in the month of offer of possession/ CPWD index in the month of Booking)  
Escalation to be reimbursed to the Company = ECC-BCCX50%
9. The Allottee/s agrees that the Service Tax on the Unit and/or on construction/development cost of the Unit will be separately and proportionately borne by him/her/them over and above the Basic Price.
10. The Allottee/s agrees that the Company within the agreed consideration shall complete structure, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans, geysers etc.). The Unit 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 Unit.
11. The Allottee/s agrees to make extra payment towards the following facilities :
  - i) Expenditure in obtaining clearance from Fire Officer and provision of Fire Fighting System/Equipment as per statutory requirements shall be shared by the Allottee/s proportionately.
  - ii) Expenditure on the provision of telephone system, security system, LPG piped gas system, intercom system or any other common facility/service provided by the Company shall be proportionately borne by the Allottee/s.
  - iii) The stand-by generator for running the lifts, tube well and water pump shall be provided by the Company without any extra cost but if common generator lines or any other power back-up system is provided within the Unit, the cost of the same shall be charged extra to the account of the Allottee/s at a rate intimated by the Company. The running costs of the power back-up systems to the Unit shall be proportionately borne by the Allottee/s over and above the general maintenance charges.
  - iv) The cost of External Electrification of the Project, which includes proportionate cost of sub station, cost of deposits/charges paid to the authorities, cost of external supply cables, cost of transformer, main electrical panel and cost of cables up to the distribution box shall be paid by the Allottee/s on proportionate basis.

12. The Allottee/s agrees and understands that the facilities viz. club, commercial premises etc. will be developed/provided in phases. The Allottee/s 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 Unit and as such the Allottee/s agrees not to raise any claim, dispute etc. in this regard.
13. The Allottee/s agrees that the Company's responsibility to rectify any construction defect in the Unit is restricted only for period of two year from the Possession Due Date (defined below) of the Unit. However, no compensation shall be payable by the Company for the losses, if any, incurred by the Allottee/s due to such defects. Provided further that if any defect is found to have been caused due to negligence of the Allottee/s or his/her/their agent/s or due to Force Majeure Conditions (as defined in clause J), then the Company shall not be liable for the same.
14. The Allottee/s agrees that the permissible Floor Area Ratio (FAR) if unutilised and additional/transferable FAR if permitted by the concerned authorities for the Project shall exclusively belong to the Company. The Company shall have the sole discretion and right to utilize the unutilized/additional/transferable FAR, including but not limited to constructing additional floor/buildings in the Project as per the approvals granted by the Governmental Authorities. The Allottee/s further agrees and confirms that such additional construction by use of unutilized/additional/transferable FAR, shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee/s. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project. The Allottee/s acknowledges that the Allottee/s has not made any payment towards the unutilized/additional/transferable FAR and shall have no objection to any of such construction activities carried on in the Project.

#### **D. POSSESSION**

1. The Allottee/s agrees that upon the completion of construction of the Unit excluding the Final Finishing (defined herein below), the Company shall issue a written offer of possession/Final Demand Notice (herein "**FDN**") to him/her/them. 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 Unit will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements as envisaged herein.
- 2 (a) The Allottee/s agrees that the possession of the Unit will be given after execution of Transfer/Sub Lease Deed, subject to (i) Force Majeure Conditions (as defined in clause J) and (ii) payment of all the amounts due and payable by him/her/them upto 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 upto 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 Unit within 60 days of the written offer of possession or Final Demand Notice (herein "**Said Period**") from the Company failing which the Unit will lie at the risk & cost of the Allottee/s. In other words, possession of the Unit 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 Unit.  
(c) The Allottee/s understands & agrees that in the event of his/her/their failure to take over the possession of the Unit beyond 6 (six) months from the Possession Due Date, then besides the levy of applicable Holding charges, Safeguard charges, Maintenance Charges, other charges etc, the Unit shall 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/s agrees that in case of his/her/their failure to take possession of the Unit after Possession Due Date then he/she/they shall be liable to pay Holding Charges @ Rs.5/- per sqft. per month and Safeguarding Charges @ Rs.2.50/-per sqft. per month respectively of the Super Area of the Unit till the date of actual possession of the Unit.
4. The Allottee/s agrees that upon taking over the possession of the Unit he/she/they shall be entitled to use and occupy the Unit 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 Allottee/s agrees that the possession date of the Unit 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.

#### **E. MAINTENANCE**

1. The Allottee/s agrees that on issuance of offer of possession/FDN (defined hereinbefore) of the Unit, 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 Unit.
2. The Allottee/s agrees that upon offer of possession he/she/they 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 (herein "**the Maintenance Agency**") for the maintenance and upkeep of Common Areas, Common Facilities (excluding internal maintenance of the Unit) in the Project and pay charges for the same based on the size of the Unit (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.
3. The Allottee/s agrees that commencing from the date notified by the Company for taking over possession of the Unit he/she/they shall pay to the Company or Maintenance Agency, Maintenance Charges towards the upkeep of Common Areas and Common Facilities (excluding internal maintenance of the Unit). 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 agrees 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 Unit 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 the Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.

5. (a) The Allottee/s agrees that in case of his/her/their failure to pay the Maintenance Charges on or before the due date then the Company/Maintenance Agency is entitled to deny him/her/them maintenance services and the Company/Maintenance Agency shall also be entitled to effect disconnection of services to defaulting Allottee/s 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) The Allottee/s agrees that 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/s of 30 days (herein "Notice Period"). If such notice is issued then Allottee/s will have the right to clear the arrears within the Notice Period and upon such payment within the Notice Period, the termination notice shall stand withdrawn. As a result of such cancellation, the Earnest Money may be forfeited in favour of the Company and the Allottee/s shall have no right, interest or lien in the Unit. 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 (1) (c) above.
6. The Allottee/s agrees that 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 Unit 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 Unit 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 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 agrees that he/she/they will neither himself/herself do nor permit anything to be done which damages Common Areas, Common Facilities, adjoining Unit/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. The Allottee/s agrees 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 (herein "RWA") on such terms and conditions as the Company would deem fit and proper. Facilities like unallotted parking spaces, club, swimming pool, party lawns, convenient shops and kiosks 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 Allottee/s agrees that 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 agrees that the he/she/they or his/her/their 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 Allottee/s agrees that the maintenance of the Unit 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 Allottee/s agrees that the Company/Maintenance Agency / RWA shall have full right to access to and through the Unit 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 will be taking bulk supply electricity connection to distribute power in the Project and as such the Allottee/s shall not apply to the concerned department directly for supply of electrical energy in the Unit.
14. 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 including pre-paid meters.

**F. TERMS OF NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY ("NOIDA")/ OTHER COMPETENT AUTHORITY (IES)**

1. The Complex is being developed by the Company on leasehold land allotted by New Okhla Industrial Development Authority (NOIDA).
2. 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 (including but not limited to Value Added Tax), duty, charges, cess fee, lease rent etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Complex/Unit by virtue of any notification or amendment in the existing laws {including any levy of any additional charges payable to NOIDA/Competent Authority(ies), any other taxation etc} and/ or any increase therein effected , on pro-rata basis. One time lease rent, if paid, will proportionately be borne by the Allottee/s.
3. The Company shall be responsible for providing internal services within the Complex, which include laying of roads, water lines, sewer lines, electric lines etc. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Complex to be connected to the internal services are to be provided by NOIDA/other Competent Authority (ies). The Allottee/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh/NOIDA/other Competent Authority (ies) in the Complex 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 provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Complex.
4. The Allottee/s shall abide all terms and conditions of NOIDA and/or competent authority(ies), if any in respect of the Complex/Unit.
5. On execution of the Sub-Lease Deed in favour of the Allottee/s by the Company, the Allottee/s, as sub lessee, shall be bound by the terms of NOIDA (Lessor), including payment of lease/ground rent, transfer charges etc.
6. All terms and conditions of NOIDA of allotment of land on which the Complex/ Unit is to be developed shall be mutatis mutandis binding upon the Allottee/s.
7. The Allottee/s understands that the Company, in terms of the Lease Deed executed with NOIDA in respect of the land on which the Complex/Project is situated, has paid to NOIDA the Lease Premium and other payments. However, if at any time NOIDA, pursuant to a court order or any reason whatsoever, demands an enhancement in the Lease Premium or under any other head, the Allottee/s agrees to pay the same in proportion of the super area of the Unit to the total super area of the Complex.

## **G. SUB LEASE DEED/TRANSFER DEED**

1. The Allottee/s undertakes to execute and get registered the Sub Lease/Transfer Deed in respect of Unit within 15 days from the date of intimation by the Company in writing, failing which, Allottee/s authorize the Company to cancel the allotment and forfeit the earnest money, interest on delayed payments etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-sale/re-allotment of Unit to any other party. It is clarified that the period of the sub lease of the Unit shall be the unexpired period of 90 (ninety) years commencing from 09.05.2007.
2. The Allottee/s agrees that on execution of Sub-Lease Deed in his/her/their favour by the Company then he/she/they, as sub-lessee, shall be bound by the terms of NOIDA, including payment of Lease Rent, transfer charges etc.
3. The Allottee/s agrees that through Sub Lease Deed he/she/they shall get exclusive possession and title of the built up area of the Unit alongwith proportionate undivided and impartible lease hold right in the land underneath the building, wherein the Unit is/will be located. The Allottee/s further agrees that through Sub lease deed he/she/they will also get undivided proportionate interest in and right to use the Common Areas and Common Facilities within the Project.
4. The Allottee/s agrees to pay all charges, expenses, stamp duty, registration fee and incidental expenses etc. toward Sub Lease/Transfer Deed of the Unit, at the rate as may be applicable on the date of execution and registration of the Sub Lease Deed/Transfer Deed including documentation. If the Company incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Allottee/s. The Allottee/s further agrees that if the stamp duty is demanded by the relevant authority before the execution and registration of the Transfer/Sale Deed of the Unit, the same shall be payable by the Allottee/s, failing which all the consequences of non payment shall at the sole risk and cost of the Allottee/s.
5. The Allottee/s agrees that prior to execution of Sub Lease/Transfer Deed of the Unit he/she/they shall not assign/attorn its interest/rights of allotment, as stipulated herein 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 by the Allottee/s, upto date payment of dues under all various heads mentioned herein 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(s) substituted in his/her/their place subject to such terms and conditions and charges as the Company may impose and on payment of fee(s) & such other administrative /processing fees/other charges as may be prescribed by the Company from time to time. 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 imposition of executive instructions at any time after the date of the Allotment Certificate & Agreement to restrict nomination / transfer / assignment of the allotted Unit by any authority, the Company will have to 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 shall require prior approval of the Company and shall be subject to applicable transfer fee/s. It is further clarified that any alteration and/or reconstitution and/or dissolution of the Allottee/s shall be construed as "Transfer" and 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.
6. The Allottee/s agrees that he/she/they for any subsequent transfer of the Unit by way of sale or otherwise, after execution and registration of Sub Lease Deed, shall obtain "No Dues Certificate" from the Company as per the policy of the Company and /or the Maintenance Agency and on payment of such Administrative Charges as may be prescribed.

## **H. INDEMNIFICATION**

The Allottee/s shall indemnify and keep the Company, its agents, employees, representatives, estate indemnified 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 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 Unit. The Allottee/s agree 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.

## **I. SEVERABILITY**

The Allottee/s agrees that if any term/s / provision/s contained herein is determined to be void or unenforceable under applicable laws/order/notification then such term/provision shall be deemed amended or deleted in so far as reasonably with the remaining part of the terms and conditions of the Allotment and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable.

## **J. FORCE MAJEURE**

The Allottee/s agrees that 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 and could not have been prevented or reasonably overcome by the Company with the exercise of reasonable skill and care and 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 receipt of critical approvals pertaining to building plans/ layout plans, environment clearance etc., non-availability of any building material and labour 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.

## **K. GENERAL TERMS AND CONDITIONS**

1. The Allottee/s acknowledges that the Company has raised and shall have the right to further 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 Unit and (ii) the Unit shall be free from all encumbrances at the time of execution of Sub Lease / Transfer Deed.
2. The address given in this Application/Allotment Certificate & 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/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 "Eldeco Infrastructure & Properties Limited" payable at New Delhi/Delhi only or as may be directed by the Company.
4. The Allottee/s shall not use or allow to be used the Unit, 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 Unit or amalgamate the same with any other Unit/adjoining area. In case of joint Allottee/s, each Allottee's share in the Unit 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 Complex/Project/Unit, municipal tax, property taxes, 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 Complex/Project/ Unit as the case may be as assessable or applicable from the date of the allotment. If the Unit is assessed separately the Allottee/s

shall pay directly to the Governmental Authority and if the Unit 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 Independent Areas. 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 receive, 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 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.
9. The Allottee/s understands that the Company, as it may deem fit and proper, may grant usage rights of Limited Common Areas and Facilities to certain allottees to the exclusion of other allottee/s. The Allottee/s agrees not to raise any objection in this regard. It is further clarified that the Allottee/s of the top floor unit/s shall not be allowed to carry any construction (temporary or permanent) on the terrace.
10. The Allottee/s may undertake minor internal alterations in the Unit 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 Unit or to any part of adjacent units.
  - 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 Unit / adjacent unit / 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.
11. The Allottee/s shall not i) encroach in the Common/Limited Common Areas & Facilities/Independent Areas in the Project and /or ii) install the air conditioner in the Unit except as per provisions made in the Unit by the architect and approved by the Company. If any Allottee/s deviates from the plan and effect dismantling on the external side, he has to remove and make good the same at his/her/their own cost or the Company will do it and the cost may be adjusted in the IFMS. The Allottee/s shall always keep the Company indemnified and harm less in this regard.
12. The Allottee/s shall not be allowed to make changes that may affect the facade of the Unit. The Allottee/s shall at all times maintain the façade of the Unit as per the original design of the Company.
13. The Allottee/s understands that one car parking is ear marked against the Unit and no charges are payable in respect thereof. Any request for additional car parking may be considered by the Company subject to availability. The Allottee/s agrees to (i) pay charges for the additional parking/s as may be fixed by the Company from time to time and (ii) abide by the Company's Parking Policy.
14. The Allottee/s agrees and undertakes that he/she/they shall not raise any objection, claims, disputes if the other Allottee/s carry out any construction activity adjoining the Unit and/or Company or its agent/s carry out any construction activity elsewhere in the Project.
15. 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 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.
16. The Allottee/s agrees that for the purpose of calculating the basic price of the Unit, the Super Area shall be the built-up area; inclusive of the area under the periphery walls, area under columns and walls within the Unit, half of the area of the wall common with the adjoining units, cupboards, plumbing shafts adjoining the Unit, balconies and terraces plus proportionate share of the Common Areas (excluding open/green areas) and other common spaces. Notwithstanding the fact that a portion of the Common Area has been included for the purpose of calculating the super area of the Unit, it is specifically agreed by the Allottee/s that it is only the inside space in the Unit, that has been agreed to be transferred and the inclusion of the common areas in the computation of the super area does not give any title therein as such to the Allottee/s, except the right of usage of the same along with other occupants of the Project.
17. The Allottee/s understands that the Company may construct servant rooms (or dormitories) and storage spaces within the Project. The consideration / cost payable for these spaces shall be charged extra at a rate notified by the Company at the time of offer of the same.
18. The Allottee/s understands that the layout plan/ drawings of the storage spaces/car parkings are tentative during the construction stage, which may be revised due to technical, regulatory or for any other reasons at the discretion of the Company without any objection from the Allottee/s. In case any particular storage space/ car parking is omitted or its shape or area is changed or the independent single car parking becomes twin and twin car parking becomes independent or the Company is unable to handover the same to the Allottee/s for any reason, whatsoever, then the Company may offer an alternate storage space/ car parking, subject to availability. In case, of rate difference of the alternate space vis-à-vis the original space, the difference will be adjusted as per the Company's prevailing price list. In the event of non availability or non-acceptability of alternate space by the Allottee/s, the Company will refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest.
19. The Allottee/s 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.
20. 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, 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 unit 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.
21. The Allottee/s understands that he/she/they 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.



22. The Allottee/s agrees that any alteration/changes made in this Application/Allotment Certificate & Agreement by him/her/them shall render this Application/Allotment Certificate & Agreement as "null and void" to that extent.
23. 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/sub lease deed (as the case may be) of the Unit and take over the possession of the Unit/parking space. 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 Unit in any manner whatsoever at its sole discretion.
24. The Allottee/s agrees that 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 Unit in any way and the Company shall issue the payment receipts in favour of the Allottee/s only.
25. 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.
26. The Allottee/s agrees that in case of any dispute between the co-Allottee/s, the decision from the competent court shall be honored by the Company.
27. The Allottee/s agrees that in 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.
28. 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.
29. (a) The Allottee/s agrees that all or any disputes arising out or touching upon or in relation to the terms of this Application/Allotment Certificate & Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through 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 Delhi 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.  
 (b) The courts at New Delhi shall have the exclusive jurisdiction in all matters arising out of/touching and/or concerning thereto.

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: \_\_\_\_\_

1.

\_\_\_\_\_

(Authorised Signatory)

2.

\_\_\_\_\_

(Authorised Signatory)

3.

(Authorised Signatory)