

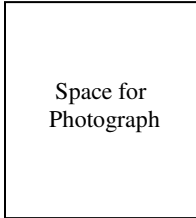
To

Eldeco Infrastructure & Properties Limited

201-212, Splendor Forum, 2nd Floor,

Jasola District Centre,

New Delhi-110025



SUBJECT: APPLICATION FOR ALLOTMENT OF AN INDEPENDENT FLOOR IN “ELDECO COUNTY” AT SITUATED AT SECTOR 19, SONEPAT, HARYANA

Dear Sir,

I/We hereby apply for the allotment of an independent floor in a building consisting of ground floor, first floor and second floor (“**Building**”) to be developed on a plot bearing no..... and admeasuring sq. mts. (“**Said Plot**”) alongwith proportionate rights in the common areas and common facilities including rights of access and easements together with undivided rights in the Said Plot underneath, as per details given below (hereinafter referred to as “**Unit**”) in your residential township project namely Eldeco County, at Sector 19, Sonapat, Haryana. (defined hereinafter and referred to as “**Colony**”).

I/We request for allotment of an Unit on _____ floor in the Building/Colony, 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) Installment Payment Plan (B) Down Payment Plan (C) Construction Linked Plan. In the event of Eldeco Infrastructure & Properties Ltd (“**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 are fully aware and agree that the allotment of Unit is not guaranteed and the same is at the sole discretion of the Company. Company has an absolute right to reject the application/ withdraw the offer without assigning any reason thereof. In case of rejection of application and/or withdrawal of offer, Company will only be liable to refund the application money without any interest/ penalty/ damages/ costs etc.

I/We have clearly understood that this application does not constitute any offer of allotment or allotment or an 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 are making this application with the full knowledge that the basic development work of Project is under process. I/We irrevocably consent that if for any reason, including non-development, the Company is not in a position to finally allot 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 standard format and abide by the terms and conditions stipulated therein. I/We, in the meantime have signed the indicative Terms and Conditions of the Allotment attached to this application form, and agree to abide by the same.

I/We further accept and confirm that the Allotment is subject to timely payment of installments and other charges as per the payment plan, opted by me/us in respect of the Unit as well as amount payable under the Maintenance & Other Agreements including Interest Free Maintenance Security Deposit 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 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 the Building/Colony 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) Installment Payment Plan (B) Down Payment Plan (C) Construction Linked 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-applicant's Name: _____

Father's/ Husband's/Director/Partner/Authorised Signatory name: _____

Mailing address: _____

Tel.: _____ (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 applicant: _____

Second applicant: _____

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

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

UNIT DETAILS

Plot No. : _____; Plot Area: _____ sqmts

Unit no. _____; Floor _____; Type _____; Block _____; Super Area _____ sqmts (.....sqfts); Side

Terrace _____ sqmts (.....sqfts); Roof Terrace..... sqmts (.....sqfts) Private Lawn _____ sqmts (.....sqfts)

Basic Price: Rs. _____

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

Signature: Applicant: _____; Co-applicant: _____

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 the Applicant/s, the Company shall be entitled to forfeit the amount deposited by the Applicant/s.

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

Yours faithfully,

(Signature of the Applicant)

Name: _____

Date: _____

Place: _____

(Signature of the Co Applicant)

Name: _____

Date: _____

Place: _____

Note:

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

FOR OFFICE USE ONLY

Mode of booking: Direct / Agent _____

Location booked: _____ Date of booking: _____

Dealing executive: _____ Checked / verified by: _____

PROCEDURE & INDICATIVE TERMS AND CONDITIONS OF ALLOTMENT

The following terms and conditions of allotment are indicative with a view to make the Applicant/s fully aware regarding financial terms, nature of title/ownership and other aspects of the Building/Colony qua the Unit. These indicative terms and conditions will be incorporated in the Allotment Certificate & Agreement, Maintenance Agreement etc and the Applicant/s is required to sign the same at appropriate time in the prescribed format of the Company, and as & when required by it.

A. DEFINITIONS

“Common Areas of Colony” means the internal roads including street lighting, utility corridor, landscaping, greenery and green spaces to be provided by Company in the Colony as per the sanctioned lay-out.

“Common Areas & Facilities of Building” means the rights of access, stairs & corridors, overhead/underground water tanks, installation of power, driveway & other common facilities, if provided in the Building and the easements attached thereto

“Chowkidari Charges” means the charges towards guarding 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 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments provided and materials used in the Unit.

“Colony” means a residential township being developed by the Company on the land admeasuring 70 acres approx, situated at Sector 19, Sonapat, Haryana, in terms of the license(s) granted by the Director, Town & Country Planning, Haryana (herein “DTCP”), comprising of plot(s)/villa(s)/independent residential floor(s)/school/convenient shopping etc.

“Earnest Money” means an amount equivalent to 20% of the Basic Price of the Unit.

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

“Person” means any individual, company, corporation, partnership firm, government or governmental authority(ies) or agency or any other such legal entity.

“Preferential Location” means facing or abutting green areas and roads wider than 12 mtrs, and floors built on corner plots.

B. ALLOTMENT

1. The allotment of Unit will be on the basis of requirements mentioned in the Application Form, regarding location, area, 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 Ltd.” payable at New Delhi/Sonapat.
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, wherever 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 fail 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 only at the sole discretion of the Company and the booking amount/earnest money paid by Allottee/s shall stand forfeited. Further, this allotment shall be automatically cancelled, if the booking amount Cheque is not realized on its presentation with Bank.
4. The Applicant/s has applied for the Unit with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Building/Colony and in particular, the terms and conditions of allotment of the Unit by the Company. As such, the Applicant 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 respect.
5. The Company’s sale brochure/CD walk through/ Advertisement/s and other sale documents are purely conceptual & are not a legal offering. Further, the Company reserves its rights to add/delete/modify any particulars/details/specifications etc., provided therein.

C. PAYMENTS

1. (a) Timely payments, as indicated in the Payment Plan, is the essence of the allotment. If any installment / payment as per the schedules is not paid, when it becomes due, the Company will charge interest @ 24% 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 Unit. In such a case, the Earnest Money shall stand forfeited and the balance amount, if any, will be refunded without any interest/compensation/penalty. However, without prejudice to the said rights of the Company, 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 interest @ 24% per annum on the delayed amounts along with restoration charges as per the Company

policy and restore the allotment of the Unit, in case the Unit has not been allotted to some one else. In such a situation, an alternate unit/property, 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 accrued till date and then subsequently against the payment due. If after such adjustment, there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.

(c) The refund after deduction of Earnest Money & adjustment of interest accrued on delayed payments, if any, will only be made out of the sale proceeds, when realized from the re-allotment of the Unit. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed, without any claim towards interest for such delay.

2. (a) For such Unit located at the Preferential Location, Preferential Location Charges ("PLC"), as applicable, shall be payable by the Allottee/s.

(b) The Allottee/s has specifically agreed that if due to any change in the lay-out plan, the 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 in the last installment, as stated in the payment plan. If due to any change in the layout plan, the Unit becomes located at Preferential Location, then the Allottee/s shall be liable and agrees to pay as demanded by the Company additional PLC as applicable.

3. The Allottee/s understands & agrees that in case he/she/it/they, at any time, requests for cancellation of the allotment of Unit, the Company shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc after adjustment of interest accrued on delayed payments (if any), provided that the basic price of Unit (as applicable then), upon its re-allotment to any person (s), is received. If, for any reason, the re-allotment or the sale realization from such re-allotment is delayed, the refund to the Allottee shall be accordingly delayed, without any claim towards interest for such delay.

4. In case the Allottee/s wants to avail of a loan facility from his/her/their employer or financial body(s) to facilitate the purchase of the Unit, the Company shall facilitate the process subject to the following:

a) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s alone .

b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the Company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee/s shall be governed by time provision 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 Unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing/institution agency on receipt of such request from financing agency without any reference to allottee/s.

D. CONSTRUCTION & COMPLETION OF FLOOR/UNIT

1. The construction of Unit is likely to be completed within a period of 24 months of commencement of construction of the particular Block in which the Unit 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 (defined hereinafter); 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 & subject to timely payments by the Allottee/s, in terms hereof. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over possession of the Unit on account of the said reasons. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.

2. In case the Unit/Building is omitted due to change in the lay-out plan/building plan or the Company is unable to transfer or hand over the same to the allottee/s for any reason, whatsoever, beyond its control, the Company shall offer an alternate unit/property and in the event of non-acceptability by the Allottee/s or non-availability of alternate unit/floor/property, the Company shall refund only the actual amount received from the Allottee/s till then 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/floor/property.

3. 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 beyond 1%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the plot area /super area varies upto 10%, then the difference in price will be calculated at the rate prevailing at the time of allotment of Unit and in case plot area/super area varies beyond 10%, then the current rate shall be applicable on the entire variation. It is clarified that neither party is liable to pay the other any interest on 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 become payable by either party.

However, only in case of variation exceeding 10% of allotted Plot/Super area, if Allottee/s may 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 B(3) under headings "Payments" will apply except forfeiture of Earnest Moneys .

4. 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. Built-up-area will include 100% of balcony area, 100% of that part of the terrace area which is covered by projection at slab level and 50 % of all projections.
5. The layout plan/drawings is tentative, as shown in the sales literature, which 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 for any other reasons, and if due to the said revision, the location, boundaries of the Said Plot/Building and built-up 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.
6. The specifications as mentioned in the specification sheet are indicative only and the Company may on its own provide additional /better/substitute specifications and /or facilities other than those mentioned in the specification sheet or sale brochures due to any reason like technical reasons or due to popular demand or for reasons of overall betterment of the Colony /Building /Unit or reasons of non availability. The proportionate cost of such changes will be borne by the Allottee/s and there shall be no objection or claim in this regard from the Allottee/s.
7. The construction cost component as included in the cost of the Unit is based upon the market rate of construction as applicable on the date of allotment. Any spurt in the cost of materials/labour/s etc. during the course of construction, as determined by the CPWD/Govt. of India cost index, shall be borne by the Allottee/s on pro-rata basis.
8. Service Tax on construction/development of the Building/Unit will be separately and proportionately borne by the allottee/s over and above the Basic Price.
9. The Company within the agreed consideration shall complete all the civil work, 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.

E. POSSESSION

1. Upon the completion of construction of the Building/Unit excluding the Final Finishing (defined herein below), Company shall issue a written offer of possession in the form of Final Demand Notice (FDN) to the Allottee/s. Final Finishing means & includes painting (internal & external), polishing, fixing of CP fitting, fixtures, fixing of flooring, cleaning etc requiring about 60 days for its completion. It is understood & agreed by the Allottee/s that the Final Finishing of the 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 possession of the Unit will be given after execution of Transfer/Sale Deed, subject to (i) force majeure conditions, and, (ii) payment of all the amounts due and payable by the Allottee/s/s 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 Period (herein "**Possession Due Date**"). The Allottee/s understands & agrees that the Maintenance charges (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, whichever is earlier, whether or not the Allottee/s takes possession of his/her/their Unit.
- (c) The Allottee/s understands & agrees that in the event of his/her/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, Chowkidari charges, Maintenance Charges, other charges etc, the Unit 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 at any time (present or future) whatsoever.
3. Upon the Allottee/s taking possession of the Unit, the Allottee/s shall not raise any dispute and/or make any claim, whatsoever, in respect of the Unit against the Company and shall be entitled to use and occupy the Unit for residential purposes without any interference but subject to the terms and conditions, stipulations contained in the allotment agreement, provided the allottee/s has cleared all dues and the Sale/Transfer Deed has been executed and registered in his/her/their favour.
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, IFMS, stamp duty and other charges etc. at the time of offer of possession/FDN.

5. The possession date of the Unit as agreed upon is only indicative and the Company may offer possession before that, in case of early possession, the balance installment shall become due immediately.
6. The Allottee/s shall pay in respect of his/her/their Unit all charges payable to various departments or to the Company (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer 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 it shall be liable 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. If the Company, after allotment of the Unit, is unable to deliver the Unit to the Allottee for his/her occupation and use owing to reasons stated in clause D(1) under heading " Construction of Unit", then the Allottee agrees that the Company if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him/her without any interest or compensation, whatsoever, within the time frame as may be mutually agreed.

F. MAINTENANCE

1. On completion of construction work of Unit and/or offer of possession or Possession Due Date (defined hereinbefore) of Unit, whichever is earlier, an Interest-Free Maintenance Security (herein "IFMS") towards the maintenance and upkeep of the Colony shall be payable by all the allottee/s, of the Building to the Company proportionately to the area of the Said Plot. 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 by the Company, whether or not the allottee/s takes possession of his/her/their Unit. In case of delay in payment of IFMS within this period, interest @ 24% p.a. shall be charged for the period of delay.
2. The Allottee/s upon offer of possession agrees to enter into a maintenance agreement with the Company or any association / body of unit(s) / floor(s) owners or any other 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 various common services & facilities (excluding internal maintenance of the Unit) in the Colony (herein "**Maintenance Charges**"). 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.
3. Commencing from the date notified by the Company for taking over possession of the Unit, as aforesaid, the Allottee/s agrees to pay to the Company or its maintenance agency, maintenance charges to be determined at the said time, as aforesaid. The Allottee/s understands & agrees that the maintenance charges may be enhanced by the Company or the Maintenance Agency from time to time. Incidence of any Taxes etc on maintenance charges and outsourced services shall be on the Allottee/s.
4. The Allottee/s is liable to pay monthly/quarterly/yearly maintenance charges as intimated/demanded by the Company/Maintenance Agency, irrespective of the fact, whether the allottee/s is in occupation of the Unit or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly maintenance charges, interest @ 24% p.a. shall be charged for the period of delay. The Company/Maintenance Agency reserves the right to collect Maintenance Charges in advance as per its policy. No interest shall be payable on such advance collection.
5. In case of failure of the Allottee to pay the maintenance charges on or before the due date, the Allottee is permitting the Company / Maintenance Agency to deny him/ her maintenance services and the Company/Allottee's Association will be entitled to effect disconnection of services to defaulting allottees that may include disconnection of water/sewer, power, power back up etc. and debarment from usage of any or all common facilities within the Colony.
6. The Company / Maintenance Agency shall maintain the Colony till the maintenance is handed over to the Association of the Colony or the concerned local body or for a period of 1 year from the date of completion of the Block, in which the Building/Unit is located and/or Colony or offer of possession, whichever is earlier. The Company is not bound to maintain the Block and/or Colony beyond a period of one year from the date of completion, 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 Association fails to take over the maintenance within that period, Company is authorized to cease the maintenance and return the IFMS net of default of maintenance charges and interest to individual allottees and discontinue maintenance of the block/Colony. If the allottee/s fails to accept the said return of IFMS within 15 days of written intimation to such effect, the net of default IFMS shall lie with the Company without creating any liability to either 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 IFMS and levy Maintenance Charges till it manages the maintenance of the Colony/Block/Building. It is clarified & understood by the Allottee/s that it will not be Company's obligation to handover the maintenance within the prescribed timeframe.
7. The Allottee/s will neither himself do nor permit anything to be done, which may cause damages to the common areas of the Colony/Building 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 Company/Maintenance Agency, failing which, the Company may recover the expenditure incurred in rectification from the allottee's IFMS along with liquidated damages equivalent to such amount incurred. In case IFMS is insufficient to meet such expenditure or losses than the Company shall be entitled to raise demand against it, which shall be strictly payable by the allottee/s within 30 days of such demand. However, in such an event Allottee/s shall make further payment to maintain required balance of IFMS as applicable. The allottee/s shall always keep the Company indemnified in this regard.

8. It shall be incumbent on each allottee to form and join the Association comprising of the allottee(s) of the Colony for the purpose of management and maintenance of the Colony. Only the management and maintenance of common services shall be transferred to the Residential Welfare Association ("RWA") on such terms and conditions as the Company would deem fit and proper. Facilities like , club, swimming pool, etc., if provided, shall not be handed over to the RWA and will be owned by the Company. The Company reserves its right to assign/sell these facilities to any person/s and/or individual, as the case may be, and on such terms and conditions as the Company would deem fit and proper.
9. The Common Areas of the Colony, parks etc. shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
10. The Allottee/s or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Company or its nominated Maintenance Agency.
11. The internal maintenance of Unit including walls and partitions, 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.

G. TERMS OF DIRECTOR TOWN & COUNTRY PLANNING (DTCP)/HARYANA URBAN DEVELOPMENT AUTHORITY (HUDA)/ 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 Colony/Building/Unit 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) or levy of any additional charges payable to DTCP/HUDA /Competent Authority or any other taxation, on pro-rata basis.
2. The Company shall be responsible for providing Basic Infrastructure Work. However, external services like water supply network, sewer, storm water drains, roads, and electricity outside the Colony to be connected to the internal services are to be provided by DTCP/HUDA/Competent Authority. The Allottee/s acknowledges and confirms that the time frame and quality of execution of infrastructure facilities provided by the Government of Haryana /HUDA/DTCP/other Competent Authority (ies) in the Colony 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 Colony.
3. The Building shall be subject to the provisions of Haryana Apartment Ownership Act, 1983 or any statutory enactment or modification thereof, if applicable.

H. SALE DEED/TRANSFER DEED

1. The execution of Transfer/Sale Deed of Unit shall be subject to that up to date payment of all the amounts due and payable by the Allottee/s/s including maintenance charges, IFMS & stamp duty and other charges etc. to the Company. The Allottee/s undertakes to execute and get register the Transfer/Sale/Conveyance deed in respect of the Unit within 30 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, delayed money interest 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.
2. All charges, expenses, stamp duty, registration fee and incidental expenses etc. towards Transfer/Sale/Conveyance Deed of the Unit, 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 Unit, the same will be reimbursed by the Allottee/s.
3. The Allottee/s shall get exclusive possession and title of the built-up area of the Unit allotted herein through Sale deed along with proportionate undivided and impartible ownership rights in the Said Plot, and the rights in the Common Areas including right of access, stairs & corridors, overhead/underground water tanks, installation of power, driveway & other common facilities, if provided in the Building and the easements attached thereto
4. Prior to execution of Sale/Transfer Deed, the 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 ,

applicable laws and 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 such transfer 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 this 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 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 Allottee/s 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.

5. For any subsequent transfer of the Unit by way of Sale or otherwise by the Allottee/s, after execution and registration of Sale Deed in his/her/their favor, the Allottee/s shall obtain "No Dues Certificate" from the Company or the Maintenance Agency as per the policy of the Company and payment of such Administrative Charges as may be prescribed, as the case may be.

I. INTERSE RIGHTS OF ALLOTTEE/S IN THE BUILDING

1. The Allottee/s understands that the Building shall be constructed on the Said Plot, comprising of ground floor, first floor and second floor, and the same shall be sold floor wise each as an independent unit. The Allottee of the Ground Floor unit shall have exclusive use of the ground floor lawn of the Building, as may be designated by the Company. The Allottee/s of the Second Floor Unit shall have exclusive right to use the terrace of the Building. The entrance from the main road to the Building as well as the Common Areas and Facilities provided therein shall be used, operated and maintained by all the Allottee/s of the units in the Building collectively.
2. The rights of the terrace of the Building shall be exclusive with the Allottee/s of the Second Floor Unit. The Allottee of the Second Floor Unit shall raise, no construction (temporary/permanent) on and above the terrace of Second Floor. However, the owners/occupants (with or without servants/workmen) of all the units of the Building will have the right of access to the overhead water tank, if installed on the terrace, at all reasonable times on notice (except in the case of emergency) for repairs/cleaning/maintenance etc., and for fixation/adjustment of TV Antenna at a suitable place. The Allottee/s of ground floor unit and first floor unit shall have no right whatsoever to any space/portion other than that specifically stated herein.
3. In case any construction on the terrace of the Building becomes permissible under the applicable bye-laws/rules/regulations etc., the Allottee/s of Second Floor Unit will have the exclusive rights to construct the same subject to approval from the regulatory authority(ies). As and when such permission for construction is granted and the work of construction is undertaken, the Allottee/s of Second Floor Unit will be liable to re-provide the identical water storage tank etc., on the roof of such constructions at their own cost and expenses. The Allottee(s) of ground floor unit and first floor unit in the Building shall have similar right of access on the roof of the areas constructed by the Allottee(s) of the second floor for the purposes detailed herein above and the construction rights thereon shall vest in the Allottee/s of Second Floor Unit.
4. The Allottee(s) /occupant(s) of the respective units in the Building shall not carry out any obnoxious act and/or activity in the Building, which may cause nuisance or hazard to the other Allottee(s) /occupant(s).
5. The external facade of the Building shall not be changed by Allottee(s) of the units.
6. Common areas of the Building will not be used by the Allottee(s) for keeping / chaining pets, dogs, birds etc., or storage of cycle or motor cycles etc.
7. The Allottee(s) /occupant(s) of the respective floors in the Building shall keep the Unit allotted herein in properly repaired and good condition and shall not do anything or allow to do anything which may endanger, or affect the other floors/common areas of the Building or may cause hindrance its proper and reasonable use.
8. The Allottee(s) /occupant(s) of the respective floors in the Building shall collectively up-keep, operate and maintain all the common services and facilities provided in the Building and accordingly shall pay proportionate charges towards common maintenance; charges for major repairs of the same.
9. The payment of electricity charges/water charges/ charges for other services etc. consumed in different floors in the Building shall be borne & paid by the Allottee(s) /occupant(s) of each unit directly to the concerned authorities, However, payment of consumption charges in respect of common utility items like electricity provided in the Building shall be paid & borne by them proportionately.
10. The common areas of the Building and common facilities provided therein shall remain un-divided and no owner or occupier of any unit or any person shall be entitled to seek a partition or division of any part thereof.

11. The common areas and common facilities may be used by all the Allottee(s) /occupant(s) of the units in the Building equally and without hindrance, subject to reasonable restrictions to ensure privacy and common access to all Allottee(s) /occupant(s).
12. The Allottee(s) of each unit will park their vehicle(s) in the area specifically earmarked for the use of each of the Allottee(s) in the Building.
13. No subdivision of the Said Plot and vertical division of the Building shall be allowed.
14. Disputes, if any, between the Allottee/s/ Occupant(s) of the unit of the Building with respect to the Building/ its Common Areas & Facilities shall be resolved & settled mutually among them and Company shall not be made a party thereto. Further, no claim of any nature whatsoever shall be levied against the Company/Maintenance Agency in this regard.

J. INDEMNIFICATION

The Allottee/s shall indemnify and keep the Company, its agents, employee/s, representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damage or suffered by or caused to the Company, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee/s and/or due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the Unit. 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 hereof is determined to be void or unenforceable under applicable laws/order/notification, such 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 as applicable at the time of execution hereof.

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 address given in this application form 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.
2. The Allottee/s shall make all payments through Demand Draft / cheque drawn in favour of "Eldeco Infrastructure & Properties Ltd." payable at New Delhi/Delhi/Sonepat only or as may be directed by the Company.
3. The Allottee/s shall not use or allow to be used the Unit for any purpose other than residential..
4. The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct/block the Common areas of the Colony, common amenities/facilities etc.
5. Upon the Allottee/s taking possession or Possession Due Date of the Unit, the Allottee/s shall have no claim against the Company in respect of any item or work in the Unit or for any design, area, specifications, location, building materials used or for any other reason, whatsoever and he /she /they shall be entitled to the use and occupy of the Unit for residential purposes without any interference but subject to the terms and conditions, contained herein.
6. The Allottee/s agrees and undertakes that he shall, on taking possession or Possession Due Date of the Unit, have no right to object to the Company constructing or the construction done by other allottee in a reasonable manner, adjoining the Unit. The Allottee/s shall not object to any consequences of such increase in construction in the adjoining area in the layout or in reduction in green area etc.
7. The Company has made clear to the Allottee/s that it shall be carrying out extensive development /construction activities for many years in future in the Colony and shall also be connecting /linking the amenities/facilities viz electricity, water,

sanitary/drainage system etc of additional development /construction with the existing ones in the Colony. 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/relating activities as well as connecting/linking of amenities/facilities etc as above said.

8. The Allottee/s shall have no right, interest & title in the remaining part of the Colony such as club,, park etc. except the right of usage of common passage / roads / Common Areas, as defined hereinabove, and carved out in the Colony as per sanctioned lay out plan.
9. The Allottee/s agrees and understands that he/she/it/they shall not have any right in any commercial premises, buildings, shops, community centre, and school etc, if any constructed in the Colony. The Company shall be free to dispose of the same on such terms and condition, as it may deem fit and proper. The Allottee shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centre, and school etc to any person/s and also in their operation and management.
10. The Allottee/s agrees that for the purpose of calculating the basic price of the Unit, the Super Area shall be the covered area/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 areas utilized for common use and facilities like corridors, stairs, lobbies, ,walls, other common spaces etc. Notwithstanding the fact that a portion of the Block common area has been included for the purpose of calculating the super area of the Unit, it is specifically clarified & understood 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 alongwith other occupants. Not true in this case
11. The Allottee/s shall not be allowed to effect any of the following changes/alterations :
 - (i) Changes that may affect the facade or common areas of the of the Unit / Building
 - (ii) Making encroachments on the common areas in the Building/Colony
12. The Allottee/s will be offered membership of the recreational club, if provided, in the Colony at a prescribed rate but will not have any ownership right on the club or club lawns. The Allottee/s will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges
13. The Allottee/s understands and agrees that in case of breach of any terms & conditions of this agreement, besides & without prejudice to Company rights available under this agreement and under law, the Company shall have right to cancel the allotment of the Unit 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 policy.
14. Any alteration/s or addition in the terms and conditions without the prior consent/approval of the Company shall render the alteration/s or addition null and void for all purposes.
15. In case of application/s with joint names, the Company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed sufficient for all purposes.
16. 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, Sale/Conveyance/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 Company accepts no responsibility in this regard.
17. In case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
18. In the case of any conflict between the terms of this Agreement and the terms /specifications mentioned in Company's sale brochures/CD walk through, advertisement(s), other sale document(s) and application form, this Agreement will prevail & control.
19. The Allottee/s agrees & undertakes to pay the Stamp Duty and/or other incidental charges, if levied or imposed any local administration, State, Government, Central Government or any other lawful authority on this agreement.

N. JURISDICTION & LAWS OF INDIA

1. All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the same and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at New Delhi shall have the jurisdiction in all matters arising out of/touching and/or concerning thereto regardless of the place of execution, which is deemed to be at New Delhi.

2. 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.

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 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)

Name: _____

Date: _____

Place: _____

(Signature of the Co - Applicant)

Name: _____

Date: _____

Place: _____